



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, January 09, 2025
8:00 AM**

1. Call to Order
2. Roll Call
3. Approval of Minutes: Public Works Committee - November 21, 2024 & December 5, 2024
4. Interlocal Agreement (ILA) with the Cities of Olympia and Lacey, and Thurston County Implementing a Regional Environmental Education Program (REEP) (Water Resources & Sustainability Department)
5. Right of Entry Agreement with Dana Day for the Barnes Lake Management District (Water Resources and Sustainability Department)
6. Memorandum of Understanding (MOU) Between the City of Tumwater (CITY) and LOTT Clean Water Alliance (LOTT) Regarding a Purchase and Sale Agreement for Properties in the Deschutes Valley Amendment 2 (Water Resources and 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/89422418524?pwd=ttXtjmyijQz5mRmbqfREtxajrTbp4U.1>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 894 2241 8524 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.

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
NOVEMBER 21, 2024 Page 1**

CONVENE: 8:00 a.m.

PRESENT: Chair Eileen Swarthout and Councilmembers Michael Althausser and Angela Jefferson.

Staff: City Administrator Lisa Parks, Assistant City Attorney David Abbott, Finance Director Troy Niemeyer, Transportation & Engineering Director Brandon Hicks, Water Resources and Sustainability Director Dan Smith, Engineering Services Manager Bill Lindauer, Transportation Engineer I Bernie, Community Engagement Specialist Marnie McGrath, and Administrative Assistant and Kelly Quiroz.

**APPROVAL OF
MINUTES: PUBLIC
WORKS
COMMITTEE -
NOVEMBER 7, 2024:**

MOTION: **Councilmember Althausser moved, seconded by Chair Swarthout, to approve the minutes of November 7, 2024 as published. A voice vote approved the motion.**

SERVICE PROVIDER Manager Lindauer briefed members on all five proposed actions.

AGREEMENT WITH The proposed amendment with Pacific Testing & Inspection for on-call
PACIFIC TESTING & material testing amends an existing contract. Staff has worked with the
INSPECTION FOR company for many years on different construction projects. The company
ON-CALL provides material testing for transportation construction projects, such as
MATERIAL asphalt, concrete, and other in-field testing. The proposed amendment
TESTING adjusts the not-to-exceed amount and extends the agreement for another
AMENDMENT NO. 3: year to enable the company to provide material testing for current
construction projects. Another on-call material testing contract is also in
effect for another company to meet City needs. Both firms are used for
roadway projects and other capital projects.

Councilmember Jefferson joined the meeting.

Manager Lindauer responded to questions about the status of on-call project contracts if work is not anticipated or performed. He explained that the contracts include a specific amount. Services provided by the firms are paid from the contract. However, if the City does not have any projects requiring service by the firms, the City is not committed to any payment unless the firms perform the work. The contracts afford the ability for the City to support projects without undertaking another contractual process.

Chair Swarthout reviewed the requested action.

**TUMWATER PUBLIC WORKS COMMITTEE
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MOTION: Councilmember Althauser moved, seconded by Councilmember Jefferson, to place the Third Amendment to the Service Provider Agreement for On-Call Material Testing on the City Council consent calendar on December 3, 2024, with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion unanimously.

SERVICE PROVIDER AGREEMENT WITH MATERIALS TESTING & CONSULTING FOR ON-CALL MATERIAL TESTING AMENDMENT NO. 3: The proposed amendment is to an existing on-call contract for material testing and consulting. The company provides on-call work for different City projects. The proposed amendment extends the agreement until December 31, 2025 to ensure availability for material testing for different projects.

Chair Swarthout reviewed the requested action.

MOTION: Councilmember Jefferson moved, seconded by Councilmember Althauser, to place the Third Amendment to the Service Provider Agreement for On-Call Material Testing on the City Council consent calendar on December 3, 2024, with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion unanimously.

SUPPLEMENTAL AGREEMENT NO. 1 WITH TIERRA ROW FOR X STREET ROUNDABOUT PROJECT: The proposed supplemental agreement is for a roundabout project on X Street. Currently, negotiations are in process for acquisition of right-of-way. Tierra has been providing right-of-way services in support of the project. The right-of-way phase is anticipated to require additional time as right-of-way negotiations can be lengthy. The proposal extends the original agreement to December 31, 2026.

Chair Swarthout reviewed the requested action.

MOTION: Councilmember Althauser moved, seconded by Councilmember Jefferson, to place the First Supplemental Agreement for the X Street Roundabout with Tierra ROW, on the City Council consent calendar on December 3, 2024, with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion unanimously.

SERVICE PROVIDER AGREEMENT WITH CARDINAL ARCHITECTURE FOR THE HISTORIC BREWERY TOWER The proposed amendment extends an existing contract to December 31, 2025 to enable additional anticipated work to be completed during 2025.

Chair Swarthout reviewed the requested action.

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**PROJECT
AMENDMENT NO. 6:**

MOTION: Councilmember Althauser moved, seconded by Councilmember Jefferson, to place the Sixth Amendment to the Service Provider Agreement with Cardinal Architecture, for the Historic Brewery Tower Project, on the City Council consent calendar on December 3, 2024, with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion unanimously.

**SERVICE PROVIDER
AGREEMENT WITH
HDR ENGINEERING
FOR OLD HIGHWAY
99 AND 79TH
AVENUE
ROUNABOUT
PROJECT
AMENDMENT NO. 1:**

Manager Lindauer reported the proposed amendment for the service provider agreement with HDR Engineering involves the roundabout that will be improve the intersection of Old Highway 99 and 79th Avenue as part of the City’s new Operations and Maintenance Facility project. The scope of work includes design of the Old Highway 99 and 79th Avenue roundabout in addition to frontage associated with the planned Operations and Maintenance Facility and Trails End Park. The amendment extends the agreement until December 31, 2026, as the design required more time because of stormwater and other project related issues.

Chair Swarthout reviewed the requested action.

MOTION: Councilmember Althauser moved, seconded by Councilmember Jefferson, to place the First Amendment to the Service Provider Agreement with HDR Engineering, for the Old Hwy 99 & 79th Ave Roundabout Project, on the City Council consent calendar on December 3, 2024, with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion unanimously.

ADJOURNMENT: With there being no further business, Chair Swarthout adjourned the meeting at 8:14 a.m.

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

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
DECEMBER 5, 2024 Page 1**

CONVENE: 8:00 a.m.

PRESENT: Chair Eileen Swarthout and Councilmember Angela Jefferson.

Excused: Councilmember Michael Althaus.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Assistant City Attorney David Abbott, Finance Director Troy Niemeyer, Transportation & Engineering Director Brandon Hicks, Water Resources and Sustainability Director Dan Smith, Assistant Transportation & Engineering Director Clint Ritter, Engineering Services Manager Bill Lindauer, WPS Program Manager Patrick Soderberg, Communications Manager Jason Wettstein, Construction Engineer Colby Fletcher, Transportation Engineer I Bernie Gertje, Community Engagement Specialist Marnie McGrath, and Administrative Assistant Kelly Quiroz.

SERVICE PROVIDER AGREEMENT WITH HDR ENGINEERING FOR ON-CALL ENGINEERING SERVICES

Manager Lindauer reported the request is for a contract extension and increase in the amount for on-call general civil engineering services. Typically, the City has engineering services on-call contracts with other engineering firms to handle workloads and to provide expertise not available by staff.

AMENDMENT NO. 1:

The proposed amendment increases the original contract of \$70,000 to not-to-exceed \$145,000 to assist with any general civil engineering needs and extends the contract until December 31, 2025.

Chair Swarthout reviewed the requested action.

MOTION:

Chair Swarthout moved, seconded by Councilmember Jefferson, to place the First Amendment to the Service Provider Agreement with HDR Engineering for On-Call Engineering Services on the City Council Consent Calendar on January 7, 2024, with a recommendation for the Mayor to sign. A voice vote approved the motion.

SERVICE PROVIDER AGREEMENT WITH SCJ ENGINEERING FOR ON-CALL ENGINEERING SERVICES

Manager Lindauer reported the proposed amendment to the service provider agreement with SCJ Engineering increases the contract amount to \$130,000 for on-call services and extends the original agreement until December 31, 2025.

AMENDMENT NO. 2:

Councilmember Jefferson inquired as to whether the increase in the contract amounts is due to the inflation and/or an increase in construction cost. Manager Lindauer said the amount reflects an anticipated increase for services to occur in 2025. If services are not required, the City does not incur any costs; however, if services are utilized, staff establishes a work order with an estimated budget for each project.

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Chair Swarthout reviewed the requested action.

MOTION:

Chair Swarthout moved, seconded by Councilmember Jefferson, to place the Second Amendment to the Service Provider Agreement with SCJ Engineering for On-Call Engineering Services on the City Council Consent Calendar on January 7, 2024, with a recommendation for the Mayor to sign. A voice vote approved the motion.

SERVICE PROVIDER AGREEMENT WITH PBS ENGINEERING FOR THE PERCIVAL CREEK FISH PASSAGE BARRIER REMOVAL PROJECT AMENDMENT 4:

Director Smith reported the proposed amendment is to provide the City with support and respond to inquiries as the project is reviewed by the Washington State Department of Transportation (WSDOT). The agreement would also cover assistance with the project as the project is released for construction bidding, as well as provide responses to issues that might arise during the construction phase. The amendment increases the agreement by an additional \$49,987 for a total agreement cost of \$301,075, completes any final updates to the design plans as needed, and provides construction support as needed. The cost is funded by two grants the City acquired to complete the project.

Chair Swarthout inquired as to whether staff anticipates the presence of salmon returning after completion of the Somerset culvert project to enable salmon to travel upstream. Director Smith said the Somerset project has been identified as a partial barrier, which speaks to the reason why the City has been successful in receiving grant funds for the Percival Creek Fish Passage Removal Project. The project has been on the Capital Facilities Plan since 1999 and never ranked sufficiently to receive grant funds over time. Over time, the state began funding culvert replacements. Additionally, some work completed in 2020/2021 identified the presence of salmon species in the creek at the Sapp Road site through a simplified DNA process. The results increased the City’s competitiveness to receive a higher ranking for grants to replace culverts that were barriers to fish passage.

Chair Swarthout reviewed the requested action.

MOTION:

Councilmember Jefferson moved, seconded by Chair Swarthout, to place the Service Provider Agreement with PBS Engineering & Environmental for the Percival Creek Fish Passage Barrier Removal Project Amendment 4 on the January 7, 2024 Council Consent Calendar with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion.

ACCEPTANCE OF WORK WITH REED TRUCKING AND EXCAVATING, INC.

Engineer Fletcher said the project scope replaced an eight-inch asbestos cement watermain with a new 12-inch watermain. As part of the project, overhead utilities on Israel Road between Linderson Way and Capitol Boulevard were converted to an underground system. The project

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**FOR THE ISRAEL
ROAD AND
LINDERSON WAY
WATERMAIN
PROJECT:**

included ADA sidewalk and driveway upgrades where applicable in locations of trenching for replacement of the watermain.

Engineer Fletcher displayed an aerial map of the project site depicting the locations of the watermain extension and underground joint utility trenching on Israel Road. The project accomplished approximately 5,100 feet of new watermain for water transmission. Joint utility trenching totaled 3,150 feet to include Puget Sound Energy (PSE) electric, cable, and other internet service providers, and 3,300 square yards of new sidewalk, driveway, and curb ramps. Pending work includes the removal of existing power poles by PSE.

Project challenges included navigating existing utilities and discovering other utilities that were never identified or recorded by the City.

The project commenced on July 31, 2023 with substantial completion on April 12, 2024 and physical completion on May 9, 2024. Overall funding for the project was from the Water Fund CFP. Reed Trucking and Excavating submitted the lowest bid of \$3,365,536.16 with a final contract amount of \$3,866,098.95 creating an overrun of approximately 15% due to changes in field conditions and encountering many unknown existing water services and other utility obstructions. Changes to the joint utility trenching at the request of PSE were approved through a work order submitted in December 2023 that exceeded 10% of the budget. The final cost exceeded approximately 15% of the budget. The Council previously approved an overrun of up to 20% of the budget.

Councilmember Jefferson expressed appreciation of the photographs as they reflect the work completed by staff and other professionals.

Chair Swarthout reviewed the requested action.

MOTION:

Councilmember Jefferson moved, seconded by Chair Swarthout, to recommend the City Council accept the Israel Road and Linderson Way Watermain project as complete and authorize the release of the performance bond as soon as the laws of the State of Washington allow. A voice vote approved the motion.

**ACCEPTANCE OF
WORK WITH
SPECIALIZED
PAVEMENT
MARKING, LLC.
FOR THE 2024
CITYWIDE
STRIPING
PROJECT:**

Engineer Fletcher presented the request. The project was comprised of the City’s annual pavement striping maintenance project providing delineation for traffic management and improved safety for motorists, bicyclists, and pedestrians. Paint is used to update pavement markings because it is more cost-effective than plastic pavement markings.

Engineer Fletcher shared a vicinity map reflecting the magnitude and scope of the project. The scope of the project repaved existing pavement markings as well as restriping Deschutes Parkway parking stalls. The

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project was completed primarily during weekends to reduce impacts to traffic.

The project included re-painting non-plastic roadway centerlines, lane lines, and bike lane lines throughout the City to improve visibility and traffic safety totaling approximately 515,000 of 4-inch linear paint line equivalent to more than 97.5 miles and 169,000 linear 8-inch paint line equivalent to 32 miles. Existing plastic pavement markings and raised pavement markers are scheduled during the 2025 Pavement Maintenance project.

The Public Works contract with Specialized Pavement Marking, LLC. was \$136,933.50. Work on the project has been completed at a final cost of \$129,436.76. Funding for the project is from the streets operating budget.

Chair Swarthout reviewed the requested action.

MOTION:

Chair Swarthout moved, seconded by Councilmember Jefferson, to recommend the City Council accept the 2024 Citywide Striping project as complete and authorize the release of the performance bond as soon as the laws of the State of Washington allow. A voice vote approved the motion.

**TRANSPORTATION
BENEFIT DISTRICT
(TBD):**

Director Hicks introduced Transportation and Engineering Assistant Director Clint Ritter. Assistant Director Ritter previously worked at Pierce County, WSDOT, and the Transportation Improvement Board.

Assistant Director Ritter reported the City Council created the Tumwater Transportation Benefit District (TBD) in 2014. The quasi-municipal taxing jurisdiction is authorized by state law to fund street maintenance. Tumwater voters approved a sales tax increase of 0.2% (two-tenths of one percent) for a period of ten years in 2015 to fund street maintenance projects within City limits. Revenues collected through 2023 totaled \$16.6 million. Funding was used to leverage and secure an additional \$6 million in state and federal grants.

Pavement maintenance and preservation is cost-effective in the long-term. Keeping streets in an acceptable condition or above by using pavement preservation, such as overlays, chip seals, and crack sealing reduces the City’s costs over the long-term and prevents streets from deteriorating to poor and unacceptable conditions requiring more expensive repairs. The focus of TBD funds has been allocated for pavement preservation.

Over the last 10 years, some major accomplishments include improving 100 lane miles of streets by applying 50,000 tons of asphalt, reconstructing or installing 114 curb ramps, and replacing or adding

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38,000 pavement markings. Proposed projects in 2025 include the Israel Road Linderson Way Bike Pedestrian Improvements project, Linwood Avenue Sidewalk project, 2nd Avenue Pedestrian and Bicycle Improvements project, and the 2025 Pavement Maintenance project.

The City's GIS database includes information on pavement preservation efforts documenting pavement condition index of all streets in the City. Data provides a comparison of the overall rating of streets in 2014 versus 2023. In 2014, the City had 30.3% of road miles in very good condition. In 2023, nearly 60% of road miles are in very good condition due to the funding provided by the TBD.

Assistant Director Ritter displayed several photographs of completed projects over the last 10 years funded by the TBD.

TBDs are governed by state law in RCW 36.73. TBD taxes may not be imposed for more than 10 years. Any renewal of the tax requires a new vote by voters. The Tumwater TBD is scheduled to expire in 2025, requiring the City to renew the TBD through a vote.

The TBD offers two primary funding mechanisms of a sales tax increase or a vehicle tab fee. The sales tax rate cannot exceed 3/10ths of one percent. Any amount above 1/10th of one percent requires a vote by the people of the City. The sales tax established for the TBD in 2015 was 2/10ths of one percent. The second option of a vehicle fee can be initiated through a \$20 car tab and increased over time and by further legislative action to \$40 or \$50. One important difference is broader distribution of the funding through the sale tax method to include not only residents of the City but to anyone who shops or transact business in the City.

The City Council serves as the governing body of the TBD taxing district.

Today, 116 cities in the state have formed TBDs. The majority of the TBDs are funded by sales tax. Five counties in Washington formed TBDs with only one funded as the remaining four only established districts and did not pursue funding for various reasons. Since 2011, 33 ballot measures for cities using the sales tax option were offered with 30 measures passing with the remaining three measures losing by a slim margin. A simple majority is required to pass the measure.

The future schedule includes a Council work session and meeting in January 2025 to review the requirements for renewing the TBD in anticipation of an election on April 22, 2025. The deadline for Council action to submit the resolution to Thurston County for a ballot measure is February 21, 2025. The Council will be asked to consider the formation of an opposition committee similar to the action the City undertook to form an opposition committee for the 2015 ballot measure. Ongoing

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coordination continues between Transportation and Engineering and the Communications team to document historical facts, data on accomplishments, and goals for a future 10-year program.

Councilmember Jefferson agreed on the importance of documenting all projects that would receive TBD funds for the next 10 years in addition to the reasons for the investments.

Chair Swarthout recalled meeting with homeowner associations and presenting information on the first proposed TBD with staff to share information about the program with the community. She stressed the importance of continuing ongoing communications with the community in light of the recent failure of the Regional Fire Authority ballot measure.

The committee thanked Assistant Director Ritter for the presentation and welcomed him to the City.

**NEXT MEETING
DATE:**

Chair Swarthout advised of the potential cancellation of the December 19, 2024 meeting because of the lack of agenda items.

ADJOURNMENT:

With there being no further business, Chair Swarthout adjourned the meeting at 8:44 a.m.

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

TO: Public Works Committee
 FROM: Grant Gilmore, Water Resources Specialist
 DATE: January 9, 2025
 SUBJECT: Interlocal Agreement (ILA) with the Cities of Olympia and Lacey, and Thurston County Implementing a Regional Environmental Education Program (REEP)

1) Recommended Action:

Place the ILA with the Cities of Olympia and Lacey, and Thurston County Implementing a REEP on the January 21, 2025, City Council consent calendar, with a recommendation to approve and authorize the Mayor to sign.

2) Background:

REEP is a multijurisdictional partnership between the cities of Lacey, Olympia, Tumwater, and Thurston County initiated in 2016 to formalize the collaborative work of the agencies ongoing since 1990 (2025 marks 35 years!). The ILA is a 5-year agreement providing for a shared annual work plan and budget. This 3rd iteration covers the years 2025-2029.

REEP's primary mission is to provide environmental education and outreach in the region to help meet requirements for the Municipal Separate Storm Sewer System (MS4) Permit (Stormwater Permit) from the Department of Ecology. Doing this as a regional partnership helps share resources and ensures consistent messaging is amplified across Thurston County.

3) Policy Support:

- Western Washington Phase II Municipal Stormwater Permit
 - S5(C)(2): Public Education & Outreach, S5(C)(3): Public Involvement & Education
 - We Believe in PEOPLE
 - Partnership | ...We actively partner with other jurisdictions to address regional, state, and even broader issues.
 - Environment | We act to preserve and enhance the natural environment and the social fabric of our community.
 - Be a Leader in Environmental Health and Sustainability
 - Promote community involvement in environmental programs, including highlighting local career pathways for students.
-

4) Alternatives:

- Reject the agreement, make recommendations for alternative options.
-

5) Fiscal Notes:

The annual budget for the City's contribution to the regional program equals \$14,400 funded by the Stormwater Utility, for a total agreement cost not to exceed \$72,000.

6) Attachments:

- A. Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY
AND THE CITIES OF LACEY, OLYMPIA, AND TUMWATER
IMPLEMENTING A REGIONAL ENVIRONMENTAL EDUCATION PROGRAM**

This agreement ("Agreement") is made and entered into by and between Thurston County, a subdivision of the State of Washington, hereinafter, "COUNTY" and the Cities of Lacey, Olympia and Tumwater, municipal corporations, hereinafter, "CITIES", collectively referred to as the "PARTNERS".

WHEREAS, the Federal Clean Water Act, 33 U.S.C. § 1251 et seq. and the Phase II Stormwater Final Rule promulgated by the U.S. Environmental Protection Agency ("EPA") require the operators of certain municipal separate stormwater sewer systems ("MS4") to obtain National Pollutant Discharge Elimination System ("NPDES") permit coverage; and

WHEREAS, in Washington State, the EPA has delegated authority for the Federal Clean Water Act, including development and administration of the Phase II municipal stormwater management program, to the Washington State Department of Ecology ("Ecology"); and

WHEREAS, the Washington State Department of Ecology requires owners or operators of a municipal separate storm sewer system to obtain coverage under a Western Washington Phase II Municipal Stormwater Permit (PERMIT); and

WHEREAS, Thurston County and the Cities of Lacey, Olympia and Tumwater have all applied for separate coverage under the PERMIT; and

WHEREAS, mutual benefits will accrue to the parties hereto and the people which each serves in the cooperative implementation of the Regional Environmental Education Partnership ("PARTNERSHIP"), and

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW, further authorizes the parties hereto to enter into this Agreement; and

WHEREAS, Permittees are required by PERMIT Section S5.C.2 to provide stormwater education and outreach programs designed to achieve measurable reductions in behaviors that cause or contribute to adverse stormwater impacts; and

WHEREAS, coordination among Permittees with adjoining or shared geographic areas is encouraged by Washington State Department of Ecology and enhances access to federal, state, and other financial and technical support; and

WHEREAS, customers of the PARTNERSHIP share media sources and benefit from consistent messaging and programs across city and county boundaries; and

WHEREAS, municipal resource efficiency is increased, and cost savings are realized through sharing expertise, expenses, and staff time to gain economies of scale and avoid duplication; and

WHEREAS, Thurston County, and the cities of Lacey, Olympia, and Tumwater desire to continue working together under a PARTNERSHIP to coordinate joint development and implementation of stormwater education and outreach program;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE PARTNERS:

1. **PURPOSE**. The purpose of this Agreement is to provide a mechanism through which the PARTNERS voluntarily collaborate in the development, implementation and funding of stormwater education and outreach messages, materials, activities and program assessment tools for the general public, businesses and other priority audiences as required by the PERMIT and other stormwater needs.
2. **AGREEMENT SCOPE**. The PARTNERS shall prepare an annual Work Plan to describe regional stormwater education and outreach project and program priorities, coordination, and jurisdictional roles and responsibilities. The annual Work Plan shall be reviewed and approved in writing by the PARTNERSHIP managers each year and should occur no later than November 30th of the preceding year to ensure sufficient time to allocate resources to carry out the Work Plan. Programs within the Work Plan should strive to include baseline data and, where applicable, resulting data following program implementation. Any available pre/post data should be used to assess programmatic strengths and weaknesses and to inform subsequent efforts. In the event an annual Work Plan is not approved prior to December 31st of the preceding year, this Agreement shall terminate unless the PARTNERS agree to an extension by which the annual Work Plan shall be reviewed and approved.
3. **STORMWATER EDUCATION AND OUTREACH PROGRAM**. In accordance with PERMIT Section S5.C.2, which is incorporated by reference, the regional stormwater education and outreach program described in the Work Plan shall be designed to:
 - Build general awareness about methods to address and reduce impacts from stormwater runoff;
 - Effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts; and
 - Create stewardship opportunities that encourages community engagement in addressing the impacts from stormwater runoff.

Further, it shall address the minimum performance metrics dictated by PERMIT Section S5.C.2, which are as follows:

- a. Each Permittee shall implement an education and outreach program. The program design shall be based on local or regional (or a combination of both) water quality information and priority audience characteristics to identify high priority audiences, subject areas, and/or Best Management Practices (BMPs). Based on the priority audience's demographic, the Permittee shall consider delivering its selected messages in language(s) other than English, as appropriate to the priority audience.
 - i. ***General awareness***. To build general awareness, Permittees shall annually select, at a minimum, one priority audience and one subject area from either (a) or (b):

- (a) *Priority audiences:* General public (including overburdened communities, school age children, college/university, or trade students) or businesses (including home-based, or mobile businesses). Subject areas:
- General impacts of stormwater on surface waters, including impacts from impervious surfaces.
 - Low impact development (LID) principles and LID BMPs.
- (b) *Priority audiences:* Engineers, contractors, developers, property owners/managers, or land use planners. Subject areas:
- Technical standards for stormwater site and erosion control plans.
 - LID principles and LID BMPs.
 - Stormwater treatment and flow control BMPs/facilities.
 - Source control BMPs for building materials to reduce pollution to stormwater, including but not limited to stormwater pollution from PCB-containing materials.
- (c) Permittees shall provide subject area information to the priority audience on an ongoing or strategic schedule.

ii. ***Behavior change.*** To affect behavior change, Permittees shall select, at a minimum, one priority audience and one BMP.

- (a) *Priority Audiences:* Residents, landscapers, property managers/owners, developers, school age children, college/university, trade students, or businesses (including home- based or mobile businesses).

BMPs:

- Use and storage of: pesticides, fertilizers, and/or other household chemicals.
- Use and storage of: automotive chemicals, hazardous cleaning supplies, carwash soaps, and/or other hazardous materials.
- Prevention of illicit discharges.
- Yard care techniques protective of water quality.
- Carpet cleaning.
- Repair and maintenance BMPs for: vehicles, equipment, and/or home/buildings.
- Pet waste management and disposal.
- LID Principles and LID BMPs.

- Stormwater facility maintenance, including LID facilities.
 - Dumpster and trash compactor maintenance.
 - Litter and debris prevention.
 - Sediment and erosion control.
 - (Audience specific) Source control BMPs (refer to S5.C.8).
 - (Audience specific) Locally important, municipal stormwater-related subject area.
- (b) Social marketing campaign development. Based on the recommendation from 2024 evaluation and report, no later than July 1, 2025, each Permittee shall follow social marketing practices and methods and develop a campaign that is tailored to the community, including development of a program evaluation plan. Each Permittee shall:
1. Develop a strategy and schedule to implement the existing campaign more effectively; or
 2. Develop a strategy and schedule to expand the existing campaign to a new priority audience or BMPs; or
 3. Develop a strategy and schedule for a new priority audience and BMP behavior change campaign.
- (c) Behavior change campaign implementation. No later than September 1, 2025, begin to implement the strategy developed in S5.C.2.a.ii.(b).
- (d) Behavior change campaign evaluation. No later than March 31, 2029, evaluate and submit report on:
1. The changes in understanding and adoption of behaviors resulting from the implementation of the strategy; and
 2. Any planned or recommended changes to the campaign to be more effective; describe the strategies and process to achieve the results.
- (e) Behavior change campaign adaptive management. Permittees shall use results of the evaluation to continue to direct effective methods and implementation of the ongoing behavior change program.

Stewardship. Each Permittee shall provide, partner with, or promote stewardship opportunities to encourage residents or businesses to participate in activities or events planned and organized within the community, such as: stream teams, storm drain marking, volunteer monitoring, riparian plantings, and watershed habitat improvement. Permittees may provide, partner with, or promote stewardship opportunities created or organized by existing organizations (including non-Permittees).

4. **RELATIONSHIP OF THE PARTNERS.** The PARTNERS agree that they intend

to act cooperatively pursuant to the authority of chapter 39.34 RCW to accomplish the purposes recited herein. No separate legal entity is created by this Agreement. This Agreement shall be administered jointly by the Cities and the County. Employees of each PARTNER shall remain at all times under the direction and control of their original employer and the performance of work for any other PARTNER pursuant to this Agreement shall not change that relationship for any purpose.

- 5. **PAYMENT AND FUNDING.** Each PARTNER shall provide funds necessary for the execution of the annually updated Work Plan, at a cost not to exceed levels defined in Section 11.

For purposes of this Agreement, the approval and adoption of the respective annual stormwater program budgets by the County and Cities will serve as the commitment to fund each PARTNERS share of the Work Plan.

- 6. **COUNTY AND CITY STAFF REPRESENTATIVES.**
 - a. The managers, identified below, shall meet annually to discuss overall management and direction of the PARTNERSHIP, and review and adopt the Work Plan prepared by staff. The managers shall represent their jurisdictions in all matters pertaining to the projects and services rendered under this Agreement.
 - b. Maximum staff allocations will be divided between the jurisdictions proportionate to their percent contribution based on jurisdiction population and shall be defined by the level of effort and resource availability required to fulfill the adopted annual Work Plan. These allocations represent the full capacity of each jurisdiction to contribute to a regional Work Plan.
 - c. Following a change of representative, PARTNERS will inform each of the other parties in writing within fifteen (15) calendar days of vacancy. The jurisdiction is responsible for ensuring the work the representative committed to in the Work Plan is fulfilled.
 - d. Any written correspondence shall be delivered to the addresses shown below.

	Lacey	Olympia	Tumwater	Thurston County
Manager	Senior Stormwater Engineer	Environmental Services Supervisor	Water Resources Program Manager	Senior Planner – Public Engagement
Address	420 College Street Lacey, WA 98503	PO Box 1967 Olympia, WA 98507	555 Israel Road SW Tumwater, WA 98501	3000 Pacific Ave SE, Olympia WA 98501

- 7. **REPORTING.** For each year this Agreement is in effect, the PARTNERS will jointly report the progress and results of work conducted under this Agreement by February 28th of the following year in a manner that is mutually useful in the fulfillment of PERMIT reporting requirements for public education activities, as

specified in PERMIT Section S9.D.

- 8. **RESPONSIBILITIES OF THE PARTNERS.** It is mutually understood that PARTNERS agree to the following:
 - a. Each of the PARTNERS will be independently responsible for the management and implementation of the projects and programs outlined for the respective jurisdiction(s) in the Work Plan. If a jurisdiction can't fulfill a task they committed to in the Work Plan, they must notify the Partners, including what can't be completed and why.
 - b. The projects and programs in the Work Plan will be implemented across each jurisdiction proportionate to their percent contribution, based on jurisdiction population.
 - c. The Work Plan shall define staffing commitments and an estimated budget, including material, incentive, contracted services, and supply expenses for all costs to be shared by the Partners.
 - d. Non-staff costs shall be allocated proportionately based on the residential population of each jurisdiction as follows:¹

Jurisdiction	Population (2024)	Percentage ²
City of Lacey	60,210	27%
City of Olympia	57,450	26%
City of Tumwater	27,470	12%
Thurston County ³	77,142	35%
Total	222,272	100%

- e. In the event the lead jurisdiction for a task, project or program outlined in the Annual Work Plan pays a vendor or contractor for materials or services in full, the lead jurisdiction shall invoice the PARTNERS based on the cost allocation percentages listed in Section 8.d. above, to ensure equity among the jurisdictions. Invoices shall contain supporting documentation necessary for payment authorization.
- f. The PARTNERS will independently provide administrative services and act as financial manager for this Agreement. Where separate professional service contracts are engaged, the lead jurisdiction shall manage the contract and allocate costs to the PARTNERS as outlined in Section 8.d. of this Agreement.

- 9. **REIMBURSEMENT.** PARTNERS shall pay the lead jurisdiction for actual

¹ The population figures are obtained from [Thurston Regional Planning Council](#) and shall be updated upon this AGREEMENT's renewal.

² Percentages shown are based on the full participation of all PARTNERS.

³ Population within the Municipal Separate Storm and Sewer Systems (MS4) permit boundary.

expenses, not including staff time, upon presentation of a properly executed invoice. Costs shall be charged based on the cost allocation percentages listed in Section 8.d. above and paid up to the maximum annual level agreed to in Section 11 of this Agreement. Reimbursement requests will be made quarterly, and PARTNERS shall pay the lead jurisdiction within thirty (30) days of receipt of a properly executed invoice with supporting documentation.

- 10. **ASSIGNMENT.** The PARTNERS may assign or subcontract any portion of the services provided within the terms of this Agreement. All terms and conditions of the Agreement shall apply to any approved subcontract or assignment related to this Agreement.
- 11. **ESTIMATED COST AND FINANCING:** For consideration of this Agreement, the PARTNERS shall plan activities under the abovementioned Work Plan, such that estimated total costs do not exceed the Maximum Annual Cost Allocation identified below:

	Cost Per Year	Cost Per Agreement (5 years)
Lacey	\$32,400	\$162,000
Olympia	\$31,200	\$156,000
Tumwater	\$14,400	\$72,000
Thurston County	\$42,000	\$210,000
Total	\$120,000	\$600,000

- a. Each party shall make a good faith effort to participate at the funding levels necessary to fund the pro-rata share of the Agreement’s Work Plan, as permitted by the adoption and approval of the annual budget. In the event a PARTNER fails to secure the necessary funding, refer to Section 12 – REALLOCATION OF FUNDS DUE TO BUDGET REDUCTION hereafter.
 - b. In the event additional funds are necessary due to increased programmatic needs, level of effort, or inflation, Partners can request additional funds for up to \$5,000 per year. If additional funds are needed beyond that, each jurisdiction shall secure additional funds independently, or jointly through a grant application, and amend this section.
12. **REALLOCATION OF FUNDS DUE TO BUDGET REDUCTION:** Should a PARTNER fail to secure adequate funding for any or all elements outlined in the Work Plan, the PARTNER shall:

- a. Provide written notice to the PARTNERS within thirty (30) calendar days of its budget adoption. The PARTNERSHIP Managers agree to meet within fourteen (14) calendar days thereafter to discuss the impacts of such a budget reduction. As participation for each PARTNER is contingent upon final budget approval and adoption, the PARTNERS may elect to redistribute costs or eliminate specific program elements as needed, provided that the participating PARTNERS do not exceed the maximum amounts indicated in Section 11: ESTIMATED COST AND FINANCING, unless otherwise agreed upon in writing through either subsequent agreements or addendums to this Agreement.
13. **DURATION**. This Agreement shall start January 1, 2025, and shall terminate on December 31, 2029, subject to amendment, and may be extended upon written agreement of the PARTNERS.
14. **HOLD HARMLESS AND INDEMNIFICATION**. All PARTNERS shall accept responsibility for any and all liability arising from acts of its own officers, employees, agents and contractors to the extent provided by law.
- a. Each party agrees to indemnify, defend, and hold harmless the other party, and its officers, agents, and employees for all claims (including demands, suits, penalties, losses, damages or costs of any kind whatsoever) including costs, expenses and reasonable attorney's fees, to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents, or employees in performance of this Agreement.
- b. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.
- c. This section shall survive the expiration of this Agreement.
15. **SETTLEMENT OF DISPUTES**. In the event that a dispute arises under this Agreement, written notification of the nature of the dispute will be provided to the representatives designated in Section 6, herein. If resolution cannot be achieved by the representatives, the department or division director of each party shall meet and attempt to resolve the dispute. In the event the parties are unable to resolve the dispute in this manner, the dispute may be resolved by mediation or arbitration if the parties mutually agree in writing. If there is no agreement for alternate dispute resolution, any party may file a lawsuit in a court of competent jurisdiction according to the terms of this Agreement.
16. **ENTIRE AGREEMENT**. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.
17. **AMENDMENTS**. The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of all parties.
18. **ADMISSION OF ADDITIONAL PARTIES**. Additional parties may be added to this Agreement upon such terms and conditions as determined by the PARTNERS. The admission of such additional parties shall be by written addendum to this Agreement, signed by the PARTNERS and the new party.
19. **TERMINATION**. Any party to this Agreement may terminate this Agreement by giving

the other parties at least ninety (90) days advance written notice. 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. The hold harmless and indemnification provisions of this Agreement shall survive termination or expiration of this Agreement.

20. **WAIVER.** A failure by any party to this agreement 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 writing signed by an authorized representative of the party and attached to the original Agreement.
21. **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Pierce or Lewis County, Washington.
22. **COUNTERPARTS.** This Agreement may be executed in counterparts, and all such counterparts once so executed shall together be deemed to constitute one final agreement, as if one document had been signed by all PARTNERS, and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding on the PARTNERS. A faxed or email copy of an original signature shall be deemed to have the same force and effect as the original signature.
23. **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 that 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.
24. **RECORDS.** Each PARTNER shall maintain its own public records and shall be solely responsible for responding to records requests received about the subject matter of this Agreement. Any public records requests addressed to the PARTNERS collectively, as if this Agreement created a separate legal entity, shall be deemed to be a request received by each PARTNER individually. Each PARTNER shall respond separately, unless agreed to otherwise in writing and properly documented.
25. **POSTING OR RECORDING.** Prior to its entry into force, this Agreement shall be posted upon the websites of the PARTNERS or other electronically retrievable public source or filed with the Thurston County Auditor's Office or as required by RCW 39.34.040.

Each party has caused this Agreement to be signed by its duly authorized officer or representative as of the date set forth below its signature.

SIGNATURE PAGES FOLLOW

CITY OF LACEY

City Manager

Date: _____

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF OLYMPIA

Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

CITY OF TUMWATER

Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

THURSTON COUNTY BOARD OF COUNTY COMMISSIONERS

Chair

Date:

Vice-Chair

Date:

Board Member

Date:

Board Member

Date:

Board Member

Date:

ATTEST:

Clerk

APPROVED AS TO FORM:
PROSECUTING ATTORNEY
Jon Tunheim

Deputy Prosecuting Attorney

TO: Public Works Committee
FROM: Dave Kangiser, Water Resources Specialist
DATE: January 9, 2025
SUBJECT: Dana Day Right of Entry Agreement

1) Recommended Action:

Place the Right of Entry Agreement with Dana Day for her Lark St. property on the January 21, 2025 Council consent calendar with a recommendation for the Mayor to sign.

2) Background:

The Barnes Lake Management District was formed in 2006 to monitor lake health and to manage aquatic vegetation on Barnes Lake. Dana Day's property at 231 Lark St. has been used to allow access to Barnes Lake for water quality monitoring and applying aquatic vegetation treatments via boat. The property is maintained to allow trucks with trailers to get to the water's edge and safely launch small watercraft into the lake. Dana Day's property is the only parcel on Barnes Lake that can provide such access. City staff and the contractor have used Dana Day's property to access Barnes Lake since 2011.

3) Policy Support:

Environment: We act to preserve and enhance the natural environment and the social fabric of our community.

4) Alternatives:

- Do not approve the Right of Entry Agreement. This would limit the City's ability to access Barnes Lake to conduct water quality monitoring and eliminate the contractor's ability to deploy a motorized boat to conduct vegetation treatment.
 - Re-evaluate other privately-owned locations to use for boat access to conduct water quality monitoring and vegetation maintenance activities.
-

5) Fiscal Notes:

The Right of Entry Agreement authorizes reimbursement of Dana Day's annual assessment fee as a Barnes Management district member as payment for the access. The total payment authorized by this agreement shall not exceed \$1,260 payable in annual increments commensurate with the Barnes Lake Assessment charged to Ms. Day's property.

6) Attachments:

- A. Right of Entry Agreement – Dana Day

DAY RIGHT-OF-ENTRY AGREEMENT

THIS AGREEMENT, is dated this ____ day of _____, 2025, by and between DANA E. DAY (herein referred to as "OWNER"), and the CITY OF TUMWATER (herein referred to as "CITY"), a Washington municipal corporation.

RECITALS:

- A. OWNER owns property, more particularly described in Exhibit A attached hereto and by this reference incorporated herein ("Property"), across which the CITY requests access to reach the Barnes Lake shoreline to facilitate Barnes Lake Management District (LMD) vegetation management activities;
- B. OWNER is a member of the Barnes LMD and is interested in assisting with the necessary and routine vegetation management of Barnes Lake;
- C. CITY is a municipality organized under the laws of the State of Washington and administers the privately funded Barnes LMD;
- D. OWNER desires to allow CITY access across and over the Property to the Barnes Lake shoreline, through the Right of Entry area depicted in Exhibit B, hereinafter referred to as the "Project Site".

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

- 1. **Purpose.** CITY and its agents, designees and/or assigns shall have the right, at such times as deemed necessary by CITY, to enter upon the Project Site to access Barnes Lake to conduct vegetation management activities. At times, it may be necessary to improve access to the water through the design and construction of an access ramp to protect the property and equipment, and maintain through reconstruction, operation, and repair any facilities, and all appurtenances thereto ("Project").
- 2. **Access.** CITY shall have the right of access from CITY right-of-way across and over the Property to the Project Site to enable CITY to exercise its rights hereunder by utilizing the Property at 231 LARK STREET SW in Tumwater, WA to conduct activities in support of vegetation management goals as mutually agreeable to OWNER and CITY. CITY shall notify OWNER at least 48 hours in advance of Project activity to ensure access is available and OWNER is onsite during Project activity.
- 3. **Compensation.** In consideration of the access provided by the OWNER to the CITY, the CITY shall compensate the OWNER as follows:

CITY shall pay two-hundred ninety-one dollars and 72 cents, \$291.72 to the OWNER for access provided by OWNER under this agreement. In the event the LMD assessment fee changes (typically there is a 5% annual increase), the compensation for the OWNER will change as adopted by the LMD and CITY.

- 4. Obstructions; Landscaping.** CITY may from time to time remove vegetation, trees, or other obstructions within the Project Site, and may level and grade the Project Site to the extent reasonably necessary to carry out the purposes set forth above, provided, that following the completion of the Project activities, CITY shall, to the extent reasonably practicable, restore the Project Site to a condition similar to its condition prior to such work. OWNER may undertake any ordinary improvements to the landscaping of the Project Site, provided that no obstructions shall be placed thereon, which would be unreasonably expensive or impractical for CITY to remove and restore.
- 5. OWNER's Use of Project Site.** The parties acknowledge and agree that the access herein granted is non-exclusive, and the OWNER shall be entitled at all times to travel over the Project Site, and to conduct any and all activities which they may desire within the Project Site provided they do not unreasonably interfere with the CITY's use of said Project Site for the operation or use of the Project Site for vegetation management activities.
- 6. Indemnification.** Owner agrees to indemnify, defend, and hold City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Easement.
- 7. Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns for the duration of this Agreement.
- 8. Duration.** This Agreement shall be in full force and effect upon execution by the parties and shall remain in effect until January 31, 2028. The termination or extension of this Agreement may otherwise occur at any other time by signed agreement of both parties.
- 9. Removal of Vegetation Management Facilities.** Upon termination of this Agreement, CITY shall restore the Project Site to a condition similar to that existing at the time Project activities are initiated. Such restoration shall be done upon written request by the OWNER at the sole expense of CITY and in a manner reasonably satisfactory to OWNER.

DATED THIS _____ day of _____, 2025.

OWNER

CITY

By: _____
Dana E. Day, Owner
231 Lark St SW
Tumwater, WA 98512

By: _____
Debbie Sullivan, Mayor
555 Israel Road SW
Tumwater, WA 98501

ATTEST:

By: _____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

By: _____
Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON)
)ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Dana E. Day is the person who appeared before me, and said person acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

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

EXHIBIT A

The following legal descriptions represent the parcels through which the OWNER authorizes the CITY to access under this Right of Entry Agreement:

Parcel No. 09080025000: SECTION 34 TOWNSHIP 18 RANGE 2W
N BARNES JR DC COM 1261.45 F W OF E4 COR SEC 34 N 7-15 W 20 W 203.4

09080025000 [Parcel Boundaries] > | ...
[Open Info Page](#)
Owner Name: DAY FAMILY TRUST
Owner Address: 231 LARK ST SW , TUMWATER, WA 98512
UNITED STATES
Site Address: 231 LARK ST SW, TUMWATER, 98512



Disclaimer: 1 - 1 (Estab: 1)

EXHIBIT B
City of Tumwater / Barnes Lake Management District
Access Area

The following depiction outlines the approximate boundaries of the Project Site which will be entered by the CITY and its assigns. Field condition may alter the final location of Project Site under this Agreement; however, all Project Activities will be within the boundaries identified in red, below.



TO: Public Works Committee
 FROM: Dan Smith, Water Resources & Sustainability Director
 DATE: January 9, 2025
 SUBJECT: Memorandum of Understanding (MOU) Between the City of Tumwater (CITY) and LOTT Clean Water Alliance (LOTT) Regarding a Purchase and Sale Agreement for Properties in the Deschutes Valley Amendment 2

1) Recommended Action:

Place the MOU Between the CITY and LOTT Regarding a Purchase and Sale Agreement for Properties in the Deschutes Valley on the January 21, 2025 City Council consent calendar, with a recommendation to approve and authorize the Mayor to sign.

2) Background:

LOTT acquired former Brewery properties in the Deschutes Valley in 2011, intended for the construction and operation of a satellite reclaimed water treatment plant. During its most recent master plan update, LOTT identified alternatives for reclaimed water production at existing facilities, and the Deschutes Valley properties are no longer needed. In November 2023, the City and LOTT signed a MOU allowing the City to conduct due diligence regarding potential acquisition of the properties. Amendment 1 provided additional time to complete the due diligence, and in June 2024, the City agreed to move forward with a purchase and sale agreement dependent upon no significant findings of an environmental site survey. Amendment 2 provides more time to negotiate terms for the purchase and sale agreement.

3) Policy Support:

1. Opportunity | We seize opportunities to improve our community’s social, environmental, and economic well-being. We endeavor to realize positive opportunities in adverse situations and periods of change.
2. Environment | We act to preserve and enhance the natural environment and the social fabric of our community.
3. Be a Leader in Environmental Sustainability – Include environmental protection in City projects.

4) Alternatives:

- None. The intent of this amendment is to provide additional time necessary to negotiate terms of a potential purchase and sale agreement with LOTT.

5) Fiscal Notes:

No additional costs are anticipated relative to this amendment.

6) Attachments:

- A. Memorandum of Understanding Deschutes Valley Properties Amendment 2
- B. Original Memorandum of Understanding, plus previous amendments

**AMENDMENT #2
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TUMWATER AND LOTT CLEAN WATER ALLIANCE REGARDING A
PURCHASE AND SALE AGREEMENT FOR PROPERTIES IN THE DESCHUTES VALLEY**

This Amendment is made and entered into this ___th day of December 2025 between the City of Tumwater (City) and LOTT Clean Water Alliance (LOTT);

WHEREAS, the City and LOTT entered into a Memorandum of Understanding (MOU) dated November 29, 2023 concerning steps to be taken in preparation for entering into a possible purchase and sale agreement for properties located in the Deschutes Valley; and

WHEREAS, on March 29, 2024, the Parties amended this agreement to allow for additional time to determine feasibility and condition of sale and satisfactory use of the Property; and

WHEREAS, the Parties have determined that additional time is needed to complete these activities;

NOW THEREFORE, the City and LOTT agree as follows:

- 1. A new Section, II (H) is added to read as follows:

The Parties agree to complete a final draft Purchase and Sale Agreement by April 30, 2025, including all necessary legal and administrative reviews, in order to facilitate approval by their respective governing bodies by the date set forth in Section III(A).

- 2. Section III (A), as amended by Amendment #1, is further amended to read as follows:

Term and Amendment. This MOU anticipates the Parties will determine feasibility and condition of sale and satisfactory use of the Property on or prior to ~~December 31, 2024~~ June 30, 2025. If a purchase and sale agreement for the acquisition of the Property is not completed on or before that date (or an extension of that date is not agreed to by both Parties), this MOU will terminate. The Parties may mutually agree to extend this MOU beyond this date. Any amendment to this MOU must be in writing and mutually agreed to by both Parties.

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

SIGNATURES

LOTT CLEAN WATER ALLIANCE

By: _____
Matthew J. Kennelly, PE
Executive Director

Date: _____

CITY OF TUMWATER

By: _____
Debbie Sullivan
Mayor

Date: _____

Attest:

By: _____
Melody Valiant
City Clerk

Date: _____

Approved as to Form:

By: _____
Karen Kirkpatrick
City Attorney

Date: _____

AMENDMENT #1
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TUMWATER AND LOTT CLEAN WATER ALLIANCE REGARDING A PURCHASE AND
SALE AGREEMENT FOR PROPERTIES IN THE DESCHUTES VALLEY

This Amendment is made and entered into this 29th day of March 2024 between the City of Tumwater (City) and LOTT Clean Water Alliance (LOTT);

WHEREAS, the City and LOTT entered into a Memorandum of Understanding (MOU) dated November 29, 2023 concerning steps to be taken in preparation for entering into a possible purchase and sale agreement for properties located in the Deschutes Valley; and

WHEREAS, the LOTT Board of Directors does not typically meet during the month of July; and

WHEREAS, the Tumwater City Council does not typically meet during the month of August; and

WHEREAS, the City and LOTT desire to amend the MOU as set forth herein;

NOW THEREFORE, the City and LOTT agree as follows:

1. Section II (D) is amended to read as follows:

The Parties agree to advance evaluation and discussion of a possible sale with staff and their respective governing bodies and determine the desire to move forward with a purchase and sale agreement by ~~March 31, 2024~~ May 31, 2024.

2. Section II (E) is amended to read as follows:

Should the City determine ownership of the Property is desirable, the City will provide LOTT a written Letter of Intent by ~~March 31, 2024~~ May 31, 2024 stating its interest in acquiring the Property. Within ~~60~~ 90 days of receipt of said Letter of Intent, the LOTT Board of Directors will consider action declaring the property surplus to LOTT's needs.

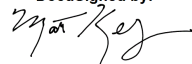
3. Section III (A) is amended to read as follows:

Term and Amendment. This MOU anticipates the Parties will determine feasibility and condition of sale and satisfactory use of the Property on or prior to ~~June 30, 2024~~ December 31, 2024. If a purchase and sale agreement for the acquisition of the Property is not completed on or before that date (or an extension of that date agreed to by both Parties), this MOU will terminate. The Parties may mutually agree to extend this MOU beyond this date. Any amendment to this MOU must be in writing and mutually agreed to by both Parties.

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


SIGNATURES

LOTT CLEAN WATER ALLIANCE

DocuSigned by:

 By: _____
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 Matthew J. Kennelly, PE
 Executive Director

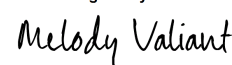
Date: 3/25/2024

CITY OF TUMWATER

DocuSigned by:

 By: _____
604AEF6684BC44E...
 Debbie Sullivan
 Mayor

Date: 4/22/2024

Attest:

DocuSigned by:

 By: _____
E67ECE580BA04BB...
 Melody Valiant
 City Clerk

Date: 5/1/2024

Approved as to Form:

DocuSigned by:

 By: _____
5011BA3DE4C345C...
 Karen Kirkpatrick
 City Attorney

Date: 4/18/2024

Certificate Of Completion

Envelope Id: 90CDC06A998F471E97E490A8C2AE2A22 Status: Completed
Subject: Complete with DocuSign: Deschutes Valley MOU - Amendment 1
Source Envelope:
Document Pages: 2 Signatures: 4 Envelope Originator: Justin Long
Certificate Pages: 2 Initials: 0 500 Adams Street NE
AutoNav: Enabled nil
Envelopeld Stamping: Enabled Olympia, WA 98501
Time Zone: (UTC-08:00) Pacific Time (US & Canada) justinlong@lottcleanwater.org
IP Address: 107.0.86.230

Record Tracking

Status: Original Holder: Justin Long Location: DocuSign
3/22/2024 2:15:17 PM justinlong@lottcleanwater.org

Signer Events

Matt Kennelly
mattkennelly@lottcleanwater.org
Executive Director
LOTT Clean Water Alliance
Security Level: Email, Account Authentication (None)

Signature

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[Signature]
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Signature Adoption: Drawn on Device
Using IP Address: 107.0.86.230

Timestamp

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Viewed: 3/25/2024 11:52:08 AM
Signed: 3/25/2024 11:52:26 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Karen Kirkpatrick
kkirkpatrick@ci.tumwater.wa.us
Security Level: Email, Account Authentication (None)

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Signature Adoption: Uploaded Signature Image
Using IP Address: 73.254.133.127

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Signed: 4/18/2024 8:43:36 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mayor Debbie Sullivan
dsullivan@ci.tumwater.wa.us
Mayor
City of Tumwater
Security Level: Email, Account Authentication (None)

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[Signature]
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Signature Adoption: Pre-selected Style
Using IP Address: 198.187.0.26

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Melody Valiant
mvaliant@ci.tumwater.wa.us
Security Level: Email, Account Authentication (None)

DocuSigned by:
[Signature]
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Signature Adoption: Pre-selected Style
Using IP Address: 198.187.0.26

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Signed: 5/1/2024 11:57:18 AM

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Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	5/1/2024 11:57:18 AM
Completed	Security Checked	5/1/2024 11:57:18 AM
Payment Events	Status	Timestamps

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TUMWATER AND LOTT CLEAN WATER ALLIANCE REGARDING A PURCHASE AND
SALE AGREEMENT FOR PROPERTIES IN THE DESCHUTES VALLEY**

I. RECITALS

This Memorandum of Understanding (“MOU”) is made and entered into this 29th day of November, 2023 by and between the City of Tumwater (“City”) and the LOTT Clean Water Alliance (“LOTT”), referred to collectively as “Parties” or “the Parties.”

Whereas, LOTT owns property located at 4090, 4098, and 4114 Capitol Boulevard SE in Tumwater, parcels #09470021000, #09470045000, and #09470003000 (referred to herein as the Property), depicted in Exhibit A, that was originally purchased for the purpose of constructing a future reclaimed water satellite treatment facility; and

Whereas, LOTT has completed a master planning process and has determined that future treatment facilities at this location are not necessary; and

Whereas, the Property is located in the Deschutes Valley near historic and cultural landmarks, and is used for numerous annual public events of significant value to the community; and

Whereas, the City owns the adjacent public driving range and golf course and is developing a segment of the Deschutes Valley Trail along the Deschutes River which fronts the western boundary of this Property; and

Whereas, the City is exploring opportunities to enhance habitat and riparian areas along the Deschutes River, and has invested in such improvements immediately upstream and downstream from this Property; and

Whereas, the City has adopted the Tumwater Brewery District Plan with the goals to increase access, improve transportation options, expand economic opportunity, and improve the function and appearance of the built environment; and

Whereas, the Parties agree that City is in the best position to guide future use of the Property, and that City ownership of the Property provides the community the best opportunity to achieve the goals in the Tumwater Brewery District Plan; and

Whereas, the City is planning a major transportation improvement project referred to as the E Street Connection through and across this Property; and

Whereas, the City has expressed that acquisition of the Property would support these efforts and offer multiple community benefits; and

Whereas, the Parties wish to express their commitment to explore a sale of the Property provided certain conditions are met, which are generally described below; and

Whereas, said possible purchase and sale agreement will indicate in greater detail the conditions upon which the sale of the Property will take place;

Now, therefore, the Parties intend by this document to memorialize steps to be taken in preparation for entering into a possible purchase and sale agreement and their understanding concerning the general conditions necessary to enter into a purchase and sale agreement as further set forth below.

II. STEPS TO BE TAKEN IN PREPARATION FOR A POSSIBLE PURCHASE AND SALE

- A. The Parties will continue due diligence regarding the sale and purchase of the Property and the benefits provided therein.
- B. Following execution of this MOU, LOTT shall make available to the City copies of all existing studies, reports, surveys, soils tests, reviews, correspondence with all governmental entities, environmental checklists and reports, plans, and other printed or written material (all of which are collectively referred to as "Studies") prepared or received by, or on behalf of, LOTT with respect to the Property.
- C. The Parties will work together in good faith to identify a mutually approved third party property appraiser. LOTT will obtain and pay for the appraisal.
- D. The Parties agree to advance evaluation and discussion of a possible sale with staff and their respective governing bodies and determine the desire to move forward with a purchase and sale agreement by March 31, 2024.
- E. Should the City determine ownership of the Property is desirable, the City will provide LOTT a written Letter of Intent by March 31, 2024 stating its interest in acquiring the Property. Within 60 days of receipt of said Letter of Intent, the LOTT Board of Directors will consider action declaring the property surplus to LOTT's needs.
- F. The Parties will work together in good faith with the mutual goal of defining an acceptable sales price and financing plan acceptable to both Parties, as a basis for a possible purchase and sale agreement for the Property.
- G. The Parties will work together in good faith to develop a mutually acceptable agreement for access to the Property to facilitate the City's evaluation of the Property. This MOU does not grant access to the Property.

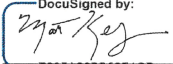
III. GENERAL CONDITIONS FOR PURCHASE AND SALE

- A. **Term and Amendment.** This MOU anticipates the Parties will determine feasibility and condition of sale and satisfactory use of the Property on or prior to June 30, 2024. If a purchase and sale agreement for the acquisition of the Property is not completed on or before that date (or an extension of that date agreed to by both Parties), this MOU will terminate. The Parties may mutually agree to extend this MOU beyond this date. Any amendment to this MOU must be in writing and mutually agreed to by both Parties.
- B. **Legal and Regulatory Requirements.** The Parties agree that any purchase and sale agreement arising from this MOU must be in accordance with all applicable laws and regulations, including those from the Washington State Auditor's Office. The purchase and sale agreement will account for the fair market value of the property, and ensure that LOTT is fully compensated for the value of property. The Parties further acknowledge there are several unique factors involving this Property which may detract from its fair market value, if not specifically considered in the appraisal under Section II C of this agreement, including potential environmental clean-up costs, status of railroad crossing authorization, environmental constraints, new easements and licenses which may encumber the Property, and access to the specific parcels.

- C. Consideration. The Parties will work together to determine the form and timing of consideration to be received by LOTT for the Property. This consideration could involve both cash and non-cash consideration, and could be transferred to LOTT at any point from the property being transferred and up to five (5) years thereafter, subject to legal and regulatory requirements. Any consideration that is exchanged after the date of the purchase and sale agreement shall also include applicable interest at a rate sufficient to ensure full value is received by LOTT for the Property.
- D. Easement. LOTT wishes to maintain an underground easement on the property for a future wastewater pipeline. The Parties agree to work to establish one or more easements as necessary to meet LOTT's current and future needs.
- E. Limitations. During the term of this MOU, LOTT shall not dispose of the Property to any entity other than the City without the written consent of the City, except as otherwise provided herein.
- F. Authority. Each Party and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this MOU and that its execution, delivery, and performance of this MOU has been fully authorized and approved, and that no further approvals or consents are required by either Party to enter into this MOU.
- G. Non-Binding Understanding. This MOU is intended only as a memorandum of understanding that will guide the acquisition of the Property by the Parties. Except for section III E, Limitations, it does not create a legally enforceable agreement. This MOU is not in itself an offer to sell or a commitment to purchase the Property. Rather, it is an expression of the Parties' intent to enter into negotiations for such a purchase.

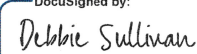
IV. SIGNATURES

LOTT CLEAN WATER ALLIANCE

DocuSigned by:

 By: _____
E269A338B6374CB...
 Matthew J. Kennelly, PE
 Executive Director

Date: 11/29/2023

CITY OF TUMWATER

DocuSigned by:

 By: _____
8450D815DF7D4C0...
 Debbie Sullivan, Mayor

Date: 11/29/2023

Attest:

DocuSigned by:

 By: _____
E67ECE38B8A0BB...
 Melody Valiant, City Clerk

Approved as to Form:

DocuSigned by:

 By: _____
30115A3D8C343C...
 Karen Kirkpatrick, City Attorney

EXHIBIT A General Property Boundaries



- PARCEL A**
- 09470003000
 - 18.53 Acres

- PARCEL B**
- 09470045000
 - 19.28

- PARCEL C**
- 09470021000
 - 7.00 Acres