



**PUBLIC WORKS COMMITTEE
AGENDA**

Online via Zoom

**Thursday, March 03, 2022
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes: Public Works Committee, October 21, 2021 & February 3, 2022
- [4.](#) Day – Right of Entry Agreement (Dan Smith)
- [5.](#) Linwood Avenue Sidewalk Grant Agreement (Mary Heather Ames)
- [6.](#) REEP 2021 Report Card (Meridith Greer)
- [7.](#) 2021 Pavement Maintenance Project – Acceptance of Work (Bill Lindauer)
- [8.](#) Sewer Overflow Response Update (Dan Smith)
9. Additional Items
10. Adjourn

Remote Meeting Information

To comply with Governor Inslee's Proclamation 20-28, the City of Tumwater meetings will be conducted remotely, not in-person, using a web-based platform. The public will have telephone and online access to all meetings.

Watch Online

<https://us02web.zoom.us/j/82675211764?pwd=QkM5MExkbNpeDRNT21kWlphMkhvdz09>

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Post Meeting

Audio of the meeting will be recorded and later available by request, please email CityClerk@ci.tumwater.wa.us

Accommodations

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**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
October 21 2021 Page 1**

CONVENE: 8:00 a.m.

PRESENT: Chair Eileen Swarthout and Councilmembers Michael Althausen and Charlie Schneider.

Staff: Transportation and Engineering Director Brandon Hicks, Sustainability and Water Resources Director Dan Smith, Transportation Manager Mary Heather Ames, Engineering Services Manager Bill Lindauer, Capital Projects Manager Don Carney, and Administrative Assistant Cathy Nielsen.

**APPROVAL OF
MINUTES:
SEPTEMBER 23,
2021:**

MOTION: Councilmember Schneider moved, seconded by Councilmember Althausen, to approve the minutes of September 23, 2021 as published. Motion carried unanimously.

**BARCLIFT PARK &
TUMWATER HILL
PARK RESTROOM
IMPROVEMENTS –
AUTHORITY TO
SOLICIT BIDS AND
RECOMMEND
AWARD OF
CONTRACT:**

Manager Carney presented the proposal for authority to solicit bids and recommend an award of a contract for the Barclift Park and Tumwater Hill Park Restroom Improvement Project.

Manager Carney shared a vicinity map identifying the location of the two restrooms. The restroom at Tumwater Hill Park would be located adjacent to the ball field and Ridgeview Court. At Barclift Park, the restroom would be located near the playground structure and the shade pavilion. The construction cost estimate is \$350,000 excluding the cost of two precast concrete restrooms at \$123,543 each inclusive of sales tax. The engineer's estimate for placement of the restrooms is \$350,000 to include all connections, delivery, and a 15% contingency. Connection fees include new electrical service from Puget Sound Energy (PSE) and sewer permits. The contingency is based on warnings issued during a fall American Public Works Association conference warning of increasing construction costs as the impacts of the pandemic continues. The cost of construction to complete the two restrooms is \$473,543.

Manager Carney reviewed the contractor's scope of work to install and connect utilities to the restrooms. The design is anticipated to be completed by October/November with the solicitation of bids issued in December 2021. Construction is anticipated to begin in April 2022 following delivery of the restrooms with completion by June 2022.

Staff requests the Public Works Committee authorize solicitation of bids for construction of the Barclift Park & Tumwater Hill Park Restroom Improvements Project and recommend the City Council award and authorize

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the Mayor to sign a public works contract with the lowest responsible bidder.

Councilmember Althausen said the location of the restroom appears to be beyond the outfielders. He asked about any concerns with baseballs hitting the structure or a window. Manager Carney advised that although the building is concrete a window is located on the building requiring a further review by staff. He plans to follow up with the manufacturer to determine the type of window glass and whether the buildings are designed to prevent vandalism. The same type of restroom was installed at the Deschutes Valley Park, which has experienced no vandalism.

Councilmember Swarthout asked whether the Jim Brown Park currently has a restroom. Manager Carney advised that no restroom has been installed at the park at this time.

Councilmember Althausen asked about the source of the funds for the restrooms. Director Hicks advised funding is from the Tumwater Metropolitan Park District (TMPD).

CONSENSUS:

The Public Works Committee unanimously approved solicitation of bids for construction of the Barclift Park & Tumwater Hill Park Restroom Improvements project and recommended the City Council award and authorize the Mayor to sign a public works contract with the lowest responsible bidder.

**2022 PEDESTRIAN
IMPROVEMENTS
PROJECT:**

Manager Ames briefed the committee on the 2022 Pedestrian Improvements Project. Currently, the project is in the planning and scoping phase.

Each year, the Capital Facilities Plan (CFP) includes a designated amount of funds for Citywide pedestrian improvements and traffic calming. The project consists of three elements of: 1) work at the intersection of Custer Way and Capitol Boulevard to install a crossing on the south side of the intersection; 2) a pedestrian activated beacon crossing system on Capitol Boulevard north of Trosper; and 3) repair of numerous sidewalk deficiencies on residential streets identified through data collection as part of the recent Americans with Disabilities Act (ADA) Transition Plan Update. The total budget is \$300,000.

Manager Ames described details and funding sources for each project. She demonstrated a GIS tool with thousands of datapoints collected at part of the ADA Transition Plan Update. The tool provides layers of information identifying existing sidewalk conditions at each location.

Manager Ames requested input from the committee on the methodology for identifying areas to repair or whether to right size the project with available funds.

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Councilmember Althaus asked whether the tool enables the possibility of including the average age of neighborhoods or incorporates needs based on the populace in the vicinity of the neighborhoods because of the importance of considering access and mobility for residents. Manager Ames advised that when the City's work on the equity index has been completed, it might be possible to layer the information within the tool. However, at this time, no information is available to overlay until the work on the equity index is completed.

Councilmember Schneider referred to complaints by several residents about uneven sidewalk sections with some sections of sidewalk with a rise of seven inches. The residents live off Gold Creek Court. He asked about incorporating those areas of sidewalk within the project as the difference in elevation poses as a safety hazard to children and pedestrians. Manager Ames affirmed that the area could be included within the project. The GIS data identified the most damaged sidewalks and it is likely the project scope might require a process for identifying areas for inclusion because of the lack of funds to repairs all damaged sidewalks. The most damaged sidewalks are displaced by more than 1-3/4 inches inhibiting wheelchair access and creating tripping hazards or a slope of greater than 8.33% caused by the lifting of sidewalk sections. During the collection of data, staff recorded the severity of damaged sidewalks.

Director Hicks commented that the sidewalk damage off Gold Creek Court is an example of many areas the City is not able to repair because of budget limitations. That particular situation was caused by a tree on the property damaging the sidewalk. The code required owners to remove the tree and repair the damaged sidewalk. In that case, the property owner removed the tree approximately 10 years ago but did not repair the sidewalk. Additionally, that particular area of the City has limited pedestrian activity compared to other neighborhoods. Identifying areas of repair is a process of weighing all competing needs in the City.

Chair Swarthout said it appears from the data, 5,900 areas of sidewalk are damaged at a cost of approximately \$20 million to repair. Apparently, the budget only includes \$125,000 to repair sidewalks. Manager Ames affirmed \$125,000 was budgeted for sidewalk repairs during 2022. Chair Swarthout asked whether staff factors recent traffic studies or the level of pedestrian activity when identifying sidewalks to repair. Manager Ames said the process is complicated because of the ratio of pedestrian usage versus traffic volume. Staff considers classification of streets (vehicle usage), data from the ADA Transition Plan Update, and whether the area is located along a residential street. In many residential neighborhoods, pedestrians have the option of using road shoulders for access in areas of low traffic volume. Identifying project sites is often a give and take process in terms of selecting areas for repair. Staff uses a combination of data sources in addition to feedback from the community to identify project areas.

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Chair Swarthout acknowledged the difficulty of targeting specific areas to repair. She recommended targeting areas of heavy pedestrian use, as well as areas in the worst condition. Manager Ames advised that based on feedback, the Council wanted to focus on residential areas. The proposal focuses on those areas but could be adjusted as well.

Director Hicks added that in most cases, higher volume of pedestrian activity occurs along collector streets because they are often the location of destinations. Some of the conversations by the Council spoke to seeking more grant opportunities for collector streets, which is part of the reason for branching out to those areas.

Discussion ensued on what appears to be an insurmountable task of repairing sidewalks at a cost of \$20 million with an annual budget allocation of \$100,000+. Manager Ames pointed out that existing deficiencies do not include adding sidewalks in areas lacking a sidewalk. Although the task can be daunting, staff continues to seek grant opportunities through Thurston Regional Planning Council and state's sidewalk and pedestrian programs. Additionally, some sidewalks are eligible for inclusion within the Citywide Pavement Program utilizing Transportation Benefit District (TBD) funds. During paving and other street improvements projects, staff includes pedestrian and bicycle improvements as part of a project scope. The Pedestrian Improvement Project is a standalone project addressing areas of sidewalk not likely to be included in a larger project or receive grants. Repair of sidewalks in the City continues to be a multipronged approach.

**THIRD
AMENDMENT TO
SERVICE PROVIDER
AGREEMENT FOR
CAPITOL
BOULEVARD/
TROSER ROAD
INTERSECTION
IMPROVEMENT
PROJECT:**

Manager Lindauer briefed members on the Capitol Boulevard/Trosper Road Intersection Improvement Project third design amendment to the original service provider agreement. The project includes three roundabouts, improvements on Capitol Boulevard and Trosper Road, a new 6th Avenue road, and rebuilding of the northbound on and off freeway ramps to Interstate 5.

The original service provider agreement effective March 21, 2018, was for \$265,000 for project vetting, survey, geotech, roundabout geometrics, and right-of-way mapping. The first amendment to the agreement in October 2018 added \$1,105,228 for final roadway design, landscaping, public outreach, and right-of-way services. A second amendment effective in January 2021 extended the term of the agreement. The proposed third amendment includes additional fees of \$249,764.70 for replacement of the sewer system on Trosper and Capitol Boulevard, replacement of the water main on Linda Street, and revisions to the Lee Street storm system.

Manager Lindauer described the two new scopes of work for the sewer system and the water main replacement and revision of the scope of work for the Lee Street storm system. Replacement of the sewer and water main are

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based on the condition of the existing systems and age. The addition of the storm system adds a storm system to Lee Street to replace an existing catch basin discharging stormwater under the Motel 6 property and onto state right-of-way. The location of state right-of-way conflicts with a future City retention pond as part of the project. Modifying the project by including Lee Street storm drainage reduces conflicts by eliminating stormwater discharge under Motel 6 and onto state right-of-way, increases the capacity of stormwater generated from Lee Street and reducing flooding issues experienced at the intersection of Linderson and Lee Street, and provides water quality and quantity control of stormwater as it is collected and routed to the City's stormwater pond.

Work items contained in the original scope of work require additional changes to complete. One of the changes pertains to additional design work for preparation of construction plans for the project. The original scope completed in 2018 estimated plan sheets and necessary design efforts to prepare the construction plan packet; however, as the complexity of the project increased over time, the number of construction sheets is inadequate to fully reflect a comprehensive construction plan set. Additional work includes another 63 plan sheets to produce a comprehensive construction plan set to enable the City to receive good construction bids and providing plans that are understandable to the contractor during construction.

The second change includes additional efforts for right-of-way acquisition based on a number of property owners requiring additional effort to attain an agreement. The additional work covers public coordination, negotiations, and additional exhibits and drawings for property owners.

The third change is for work items for utility coordination related to coordination with PSE and the Schedule 74 Undergrounding Plan. Additional efforts were required to coordinate with PSE and other utility companies.

The final work item is additional efforts on retaining wall designs. The project includes two retaining walls. The larger wall is located on the eastside of the project near the Trosper Road extension connecting to Linda Street and smaller, grade-separated retaining wall on Trosper Road at the I-5 northbound ramp splitting off Trosper Road. The additional work was for value engineering the walls to reduce the cost and additional work on wall loading, stability, and some utility connections.

The third amendment totals \$249,764.70 for a total service provider cost of \$1,619,992.70.

Councilmember Schneider asked whether the City has the funding for the cost of the revised service provider agreement. Director Hicks reported the City has the funds for the additional work and the construction.

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Councilmember Althausen asked whether the additional work would also result in higher project construction costs. Manager Lindauer explained that some items would have no affect on construction costs; however, some items would increase construction costs, such as Lee Street storm drainage. A good portion of the costs is the increased complexity of the construction plans, which are designed to benefit the contractor rather than increasing project costs.

Councilmember Althausen asked about timing for bidding the project. Manager Lindauer said efforts are concentrated on completing the design component of the project by January 2022. Bidding is scheduled early in 2022 with construction planned to begin in early summer.

Director Hicks added that right-of-way acquisition is another factor affecting the project schedule. Staff anticipates completing the last acquisitions soon; however, it took longer to acquire the properties than staff anticipated.

CONSENSUS:

The Public Works Committee unanimously recommended the City Council approve and authorize the Mayor to sign the Third Amendment to Service Provider Agreement for the Capitol Boulevard/Trosper Road Intersection Improvement Project with SCJ Alliance for an additional amount of \$249,764.70, for a total amount not to exceed \$1,619,992.70.

OTHER BUSINESS:

Chair Swarthout inquired on the status of a code violation involving a sewer spill on Tumwater Hill. Director Smith advised that staff continues to work with the property owner. The owner will likely hire a contractor soon as the owner received another bid that was substantially lower than the original bid of \$50,000. The owner has not signed a voluntary correction agreement with the City. The City's Notification of Violation stands with correction required by October 31, 2021. Staff has assisted the owner with securing the necessary permit and some materials.

Chair Swarthout asked whether the work crew has been able to divert the flow at this time. Director Smith said the City's operations crews are continuously removing flows from the catch basins and the manholes. The City is conducting weekly monitoring downstream and contamination levels have been decreasing.

ADJOURNMENT:

With there being no further business, Chair Swarthout adjourned the meeting at 8:07 a.m.

Prepared by Puget Sound Meeting Services, psmsoly@earthlink.net

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February 3, 2022 Page 1**

CONVENE: 8:00 a.m.

PRESENT: Chair Eileen Swarthout and Councilmember Charlie Schneider.

Excused: Councilmember Michael Althausen.

Staff: Transportation and Engineering Director Brandon Hicks, Water Resources and Sustainability Director Dan Smith, City Attorney Karen Kirkpatrick, Water Resources Specialist Dave Kangiser, and Administrative Assistant Cathy Nielsen.

**APPROVAL OF
MINUTES:
OCTOBER 7, 2021 &
JANUARY 6, 2022:**

MOTION: Councilmember Schneider moved, seconded by Chair Swarthout, to approve the minutes of October 7, 2021 and January 6, 2022 as published. Motion carried.

**SINGLE J
ENTERPRISES –
PROPERTY
LICENSE:**

Director Smith requested the committee recommend the City Council approve and authorize the Mayor to extend the property license with Single J Enterprises for an additional two years for the use of City property located south of 93rd Avenue.

Director Smith displayed an aerial map of the subject property. The City of Tumwater purchased the property in 2012 in support of the Southeast Reservoir Project for the City's drinking water utility. The project is anticipated to begin construction in the next several years as staff seeks funding for the project. The adjacent property owner requested a renewal of the license with the City since 2014, enabling the property owner the ability to have cattle graze on the property. The agreement benefits the City by continual use and maintenance of the property. The license is considered a zero-dollar license and is only for care, whereas the property owner is not charged any rental fees but is required to maintain fences, an access road, and control noxious weeds on the property. No new improvements would be constructed on the property. The lease is non-transferrable and the property owner is required to provide insurance for no less than \$2 million for liability and injury.

Chair Swarthout asked whether the City has licensed other properties in the City. Director Smith replied the only other property for the Water Utility is an easement provided to Black Hills Soccer located on the north area of the soccer fields for a future wellfield. Staff is currently re-evaluating the use of the property.

Director Hicks added that another parcel owned by the City is located off

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Linda Street, which is leased to Homes First, as the property is the site of a future road extension.

CONSENSUS:

Councilmember Schneider moved, seconded by Chair Swarthout, to recommend the City Council approve and authorize the Mayor to extend the Property License with Single J Enterprises for an additional two years for the use of City property located south of 93rd Avenue. Motion carried.

**DRAINAGE DESIGN
AND EROSION
CONTROL MANUAL
REVISIONS:**

Specialist Kangiser briefed members on updates to the City's Drainage Design and Erosion Control Manual as required by the Department of Ecology through the City's NPDES stormwater permit.

Specialist Kangiser reported the updates maintain compliance with the permit to protect water quality during construction and industrial activities. The proposed updates are posted on the City's website for public comments until March 5, 2022. Additionally, some administrative changes to the manual are required, such as updates to staff information and web links, etc.

Specialist Kangiser reviewed the proposed updates:

1. The change is to modeling and engineering terminology and methodology and using an updated version of hydrology modeling.
2. The change applies to redevelopment hard surface thresholds to ensure consistency in both new development and redevelopment projects.
3. The change allows the use of neighboring properties or offsite areas to discharge stormwater as long as stormwater best management practices (BMPs) are in place and stormwater discharge is to the same receiving water.
4. The change aligns the construction stormwater pollution permit to the City's stormwater permit for source control during construction activities.
5. The change addresses soil capacity for treatment when low impact development (LID) facilities are installed to ensure soil treatment capacity is able to treat stormwater as it moves through the system.
6. The proposed speaks to discharges to marine waters, which does not apply to the City as the City has no marine waters.
7. The proposal addresses concrete washout of BMPs whereby a contractor is able to use a pre-formed area designated as a future form as an area to wash small hand tools used in concrete work.
8. The change is comprised of numerous source control BMPs such as goose excrement and color events (outdoor events.)
9. The change pertains to wetlands protection and modeling of high quality wetlands.
10. The proposed change is not a requirement by the Department of Ecology. The City proposes increasing stormwater bonds from 15%

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to 25% to align with neighboring jurisdictions and to ensure contractors are engaged and accountable for stormwater construction activities.

Director Smith encouraged the committee to share information on any other areas of stormwater staff should consider or explore. Staff will research the questions and inquire and provide an update. The City's stormwater bond is a significant update as it has not been updated for several years. In some situations, the stormwater bond is insufficient to motivate contractors to return and repair an issue staff discovered following completion of construction or when an issue occurred within the two-year window following the end of construction. The public process for the proposed changes is in process with staff sending information to stakeholders and others.

Specialist Kangiser reported staff is hosting a listening session for interested parties planning to submit comments or who have questions on the proposed updates. He is working with Communications Manager Cook to develop the timeline. Following closure of public comments on March 5, 2022, staff anticipates final adoption of the update by early summer.

The committee and staff discussed issues associated not only with goose excrement but with pet and cattle waste. Specialist Kangiser explained that goose waste is mostly associated with waterfront homes and affects water quality more than other types of animal waste. The City has developed targeted messaging for waterfront homeowners to help control goose waste and deter geese.

Councilmember Schneider referred to a local resident who has commented to the Council during several meetings and has forwarded emails about issues surrounding the Hopkins drainage ditch. It appears the culverts are located off 93rd Avenue and Tilley Road and that there has been a difference in flows since the subdivision was constructed, although he is uncertain as to the cause or the reasons. He asked whether the drainage ditch is located within the City limits.

City Attorney Kirkpatrick advised that staff is investigating the complaint and should confine responses to any questions to the extent of factual information in terms of the geography and location.

Director Hicks reported the Hopkins drainage ditch is not located within the city limits of Tumwater.

Director Smith referred to goose waste and standards in the manual addressing pet waste and agricultural activities. Best management practices have been adopted in the manual for activities that could impact stormwater.

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Chair Swarthout asked whether the manual addresses the amount of impervious surface allowed for development projects. Specialist Kangiser referred to a flow chart staff uses to determine actions with respect to the percentage of impervious surface allowed and types of mitigation measures. Each situation is different because it is based on soil type, hydrology, and location. Using pervious pavement in some areas is more conducive than other areas, which is why staff utilizes a process using the flow chart for each situation to determine appropriate decisions.

OTHER BUSINESS:

Chair Swarthout commented on the demolition of the bank at the intersection of Capitol Boulevard and Troster Road. Director Hicks advised that demolition of the bank should be completed by the early next week. Two structures located on Lee Street are scheduled for demolition in the next day with both removed by next week followed by clean-up of the sites.

Councilmember Schneider asked about the next steps following demolition and clean-up of the three structures. Director Hicks said once the sites are stabilized, the sites will remain vacant until the City releases the bid for the project that is anticipated to occur by April with construction beginning by mid-summer. Most of the construction this year will be utility work with some limited road construction.

ADJOURNMENT:

With there being no further business, Chair Swarthout adjourned the meeting at 8:27 a.m.

Prepared by Puget Sound Meeting Services, psmsoly@earthlink.net

TO: Public Works Committee
FROM: Dan Smith, Water Resources & Sustainability Director
DATE: March 3, 2022
SUBJECT: Day – Right of Entry Agreement

1) Recommended Action:

Staff is requesting that the Public Works Committee recommend the City Council approve and authorize the Mayor to sign the Day Right of Entry Agreement with Dana Day to support Barnes Lake Management District (LMD) vegetation management efforts.

2) Background:

To implement the Barnes Lake treatment program, the LMD contractor needs suitable property for the boat to access the lake. Barnes Lake has no public or private boat launch, and the LMD has relied upon property owners with sufficient shoreline to provide access for the boat.

3) Policy Support:

Be a leader in environmental sustainability.

4) Alternatives:

☐ Deny or modify proposed Right of Entry Agreement

5) Fiscal Notes:

The agreement provides for compensation of the property owner in an amount equal to its LMD assessment fees for the year, in this case \$240.00. The Barnes Lake Management District committee has approved the budget for this expense.

6) Attachments:

A. Day – Right of Entry Agreement

DAY RIGHT-OF-ENTRY AGREEMENT

THIS AGREEMENT, is dated this ____ day of _____, 2022, 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 Lake Management District 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 Lake Management District;
- 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 enhance through reconstruction, operation, repair, and maintain 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 forty dollars and no cents (\$240.00) to the OWNER for access provided by OWNER under this agreement. In the event the LMD assessment changes, 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 storage, 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, 2025. 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 _____, 2022.

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

[illegible]

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

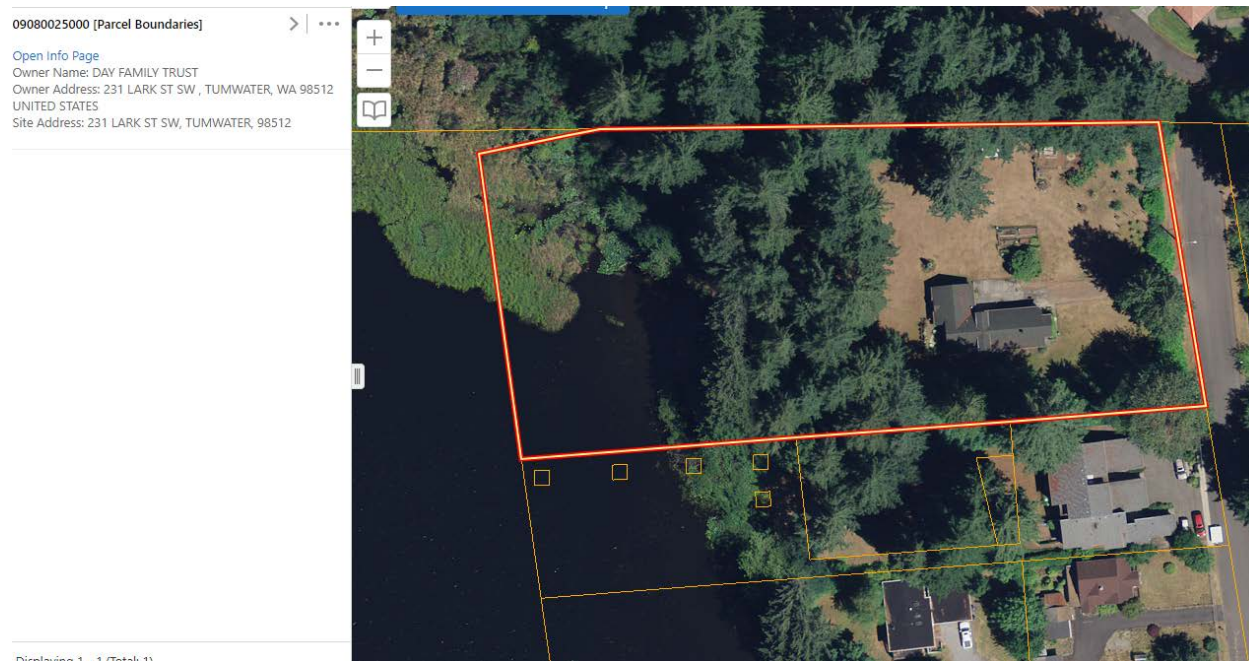
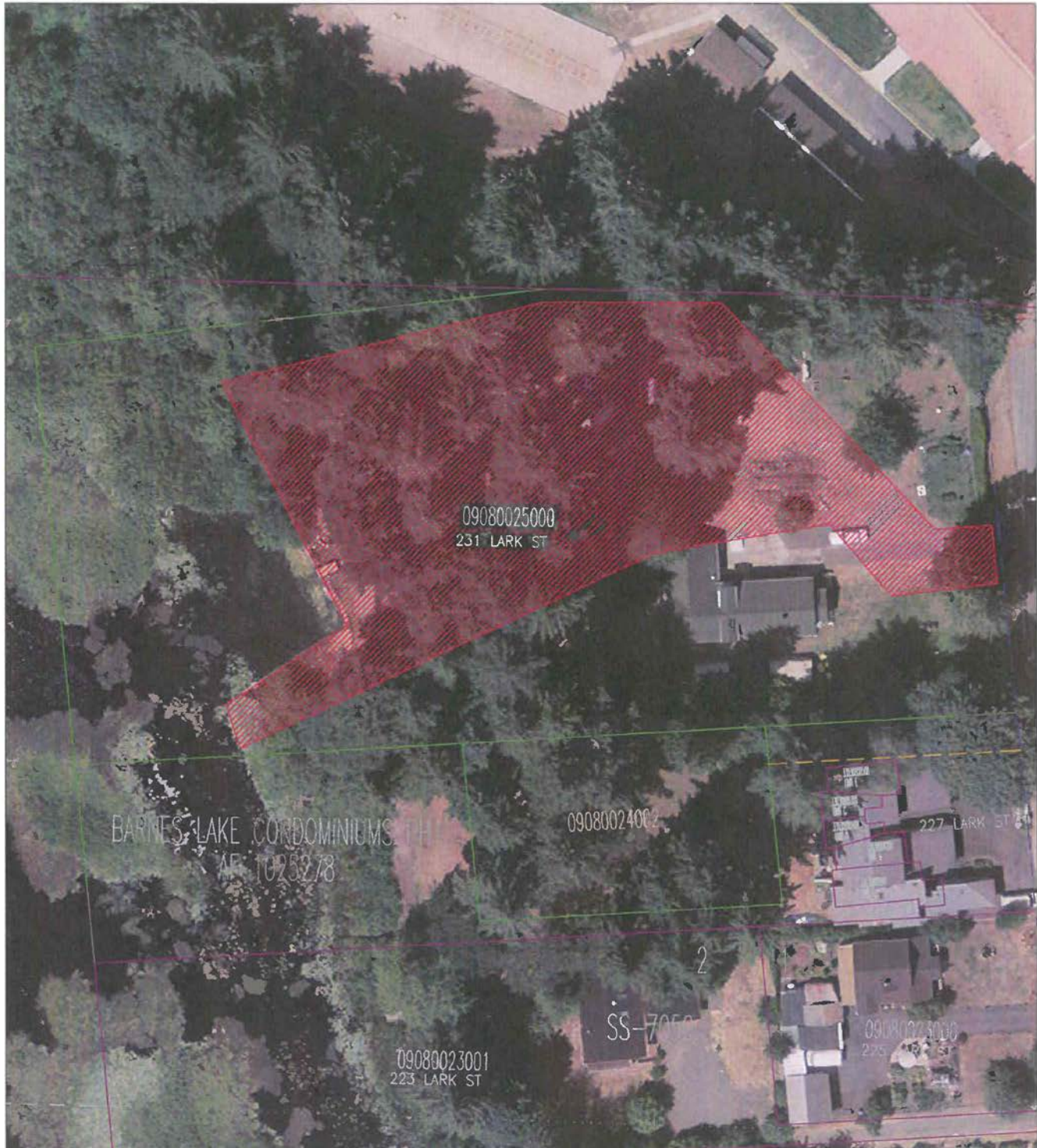


EXHIBIT B
City of Tumwater / Barnes Lake Management District
Access Area

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: Mary Heather Ames, Transportation Manager
DATE: March 3, 2022
SUBJECT: Linwood Avenue Sidewalk Grant Agreement

1) Recommended Action:

Staff requests Public Works Committee recommend the City Council move to authorize the Mayor to sign the Linwood Avenue Sidewalk Fuel Tax Grant Agreement.

2) Background:

This project was developed to improve safety and pedestrian connectivity on Linwood Avenue in the vicinity of Michael T. Simmons Elementary School. Work will infill gaps in the sidewalk, replace non-ADA compliant curb ramps, construct new ADA curb ramps where missing, add curb extensions at strategic locations to reduce crossing distance and reduce traffic speeds, re-stripe shoulders, add signage and bike symbols to provide designated bike lanes, and extend the pedestrian transportation network on Linwood Avenue. The project also includes the addition of a marked crossing in the vicinity of a transit stop.

The Transportation Improvement Board (TIB) selected the project for award of funds. This grant agreement accepts the funds and will allow staff to begin work on the project.

3) Policy Support:

Strategic Priorities and Goals

C. Create and Maintain a Transportation System Safe for All Modes of Travel

- Develop a sidewalk plan to improve pedestrian connectivity, sidewalk construction and maintenance/repair, and filling the missing segments.

4) Alternatives:

☐ Request changes to the proposed grant agreement.

5) Fiscal Notes:

The grant is for \$371,250 out of the total project estimated cost of \$825,000. City matching funds have been included in the Transportation CFP.

6) Attachments:

A. Linwood Avenue Sidewalk Fuel Tax Grant Agreement



Washington State Transportation Improvement Board
Fuel Tax Grant Agreement

P-W-196(P05)-1

City of Tumwater
P-W-196(P05)-1
Linwood Avenue Sidewalk
Susitna Ln to 2nd Ave

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Tumwater
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Linwood Avenue Sidewalk, Susitna Ln to 2nd Ave (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Tumwater, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 55.0000 percent of approved eligible project costs up to the amount of \$371,250, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

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

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name

TO: Public Works Committee
FROM: Meredith Greer, Water Resources Educator
DATE: March 3, 2021
SUBJECT: REEP 2021 Report Card

1) Recommended Action:

None, item is for discussion only.

2) Background:

The City of Tumwater collaborates with the Cities of Lacey and Olympia as well as Thurston County to provide high quality educational opportunities focused on stormwater issues to our local residents through the Regional Environmental Education Partnership (REEP). This presentation will provide a review of REEP's accomplishments from 2021.

3) Policy Support:

Be a Leader in Environmental Sustainability:

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

4) Alternatives:

☐ NA

5) Fiscal Notes:

REEP has an annual budget as laid out in the 2019-2024 REEP Interlocal Agreement. The current funding amount is \$90,000 per year with each jurisdiction contributing an amount relative to their population. Tumwater's population is 12% of the total population in Thurston County, and as such pays a maximum of \$10,800 per year from the Stormwater Utility to support REEP programming.

6) Attachments:

A. REEP 2021 Report Card

2021 Regional Environmental Education Program Report Card

The following describes the planned 2021 activities under the Interlocal Agreement among the Cities of Lacey, Olympia, Tumwater, and Thurston County in order to implement a Regional Environmental Education Program. RFPs and Vendor Contracts under this work plan must be reviewed by all jurisdictions before they are finalized.

Funds are able to be moved between Tasks and among activities within a Task as needed, as long as the maximum ILA annual budget is not exceeded. Amounts shifted above 10% of the total for the task or greater than \$1000 (whichever is less) must be approved in writing via email by the Partnership's program managers before work is conducted or costs incurred, with the exception of movement of funds from the contingency budget. Major programmatic changes to the work plan, including adding or deleting Tasks, must be approved in writing by the Partnership's program managers before work is conducted or costs incurred.

Approved on (date) by:

Jesse Barham, City of Olympia

2021 Regional Environmental Education Program Report Card

The following describes the planned 2021 activities under the Interlocal Agreement among the Cities of Lacey, Olympia, Tumwater, and Thurston County in order to implement a Regional Environmental Education Program. RFPs and Vendor Contracts under this work plan must be reviewed by all jurisdictions before they are finalized.

Funds are able to be moved between Tasks and among activities within a Task as needed, as long as the maximum ILA annual budget is not exceeded. Amounts shifted above 10% of the total for the task or greater than \$1000 (whichever is less) must be approved in writing via email by the Partnership's program managers before work is conducted or costs incurred, with the exception of movement of funds from the contingency budget. Major programmatic changes to the work plan, including adding or deleting Tasks, must be approved in writing by the Partnership's program managers before work is conducted or costs incurred.

Approved on (date) by:

Peter Brooks, City of Lacey

2021 Regional Environmental Education Program Report Card

The following describes the planned 2021 activities under the Interlocal Agreement among the Cities of Lacey, Olympia, Tumwater, and Thurston County in order to implement a Regional Environmental Education Program. RFPs and Vendor Contracts under this work plan must be reviewed by all jurisdictions before they are finalized.

Funds are able to be moved between Tasks and among activities within a Task as needed, as long as the maximum ILA annual budget is not exceeded. Amounts shifted above 10% of the total for the task or greater than \$1000 (whichever is less) must be approved in writing via email by the Partnership's program managers before work is conducted or costs incurred, with the exception of movement of funds from the contingency budget. Major programmatic changes to the work plan, including adding or deleting Tasks, must be approved in writing by the Partnership's program managers before work is conducted or costs incurred.

Approved on (date) by:

Dan Smith, City of Tumwater

2021 Regional Environmental Education Program Report Card

The following describes the planned 2021 activities under the Interlocal Agreement among the Cities of Lacey, Olympia, Tumwater, and Thurston County in order to implement a Regional Environmental Education Program. RFPs and Vendor Contracts under this work plan must be reviewed by all jurisdictions before they are finalized.

Funds are able to be moved between Tasks and among activities within a Task as needed, as long as the maximum ILA annual budget is not exceeded. Amounts shifted above 10% of the total for the task or greater than \$1000 (whichever is less) must be approved in writing via email by the Partnership's program managers before work is conducted or costs incurred, with the exception of movement of funds from the contingency budget. Major programmatic changes to the work plan, including adding or deleting Tasks, must be approved in writing by the Partnership's program managers before work is conducted or costs incurred.

Approved on (date) by:

Jennifer Davis, Thurston County

TASK 1 ADMINISTRATION, PLANNING AND REPORTING

Administrative and program evaluation activities in support of Partnership collaboration, decision-making, documentation, and reporting.

Phase II Municipal Permit: S5.A.3.a., S5.A.5.a., S9.A

Budget \$2,000

Strategies**Accounting**

All jurisdictions update a shared cost tracking spreadsheet and invoice the other jurisdictions quarterly, according to the proportional cost-sharing indicated in the ILA or as otherwise noted in this work plan, and according to an agreed-upon invoicing process.

Work Plan Development

Annually develop/refine the regional environmental education program work plan, tasks, and budget in coordination with, and input and guidance from, each jurisdiction's stormwater management and technical staff.

- Use information from 2021 REEP Work Plan Report Card and MS4/NPDES Phase II Permit to help inform the 2022 tasks.
- Review and finalize a 2022 Work Plan by November 16, 2021.

Annual Reporting

Use the "Google-docs" 2021 Work Plan Report Card to record inter-jurisdictional education and outreach work plan activities and outputs, and provide data for Permit reporting purposes. Staff task leads complete task deliverables to be shared along with the Work Plan Report Card.

Contingency Budget

Reserve \$2000 of the total REEP annual budget for a contingency budget within Task 1. The contingency budget may be distributed and used for REEP expenditures without written approval from the Partnership's program managers.

Activities

- ✓ Use the "Google-docs" 2021 Work Plan Report Card to record inter-jurisdictional education and outreach work plan activities and outputs.
- ✓ Manage and run reports on volunteer/participant database subscription as needed.
- ✓ Develop a standard operating procedure for bi-monthly emails & social media.
- ✓ Continue drafting a REEP Standard Operations Manual.
- ✓ Update a shared cost tracking spreadsheet and collectively bill jurisdictions quarterly as needed.
- ✓ Define a set of agreed-upon education and outreach goals for the Partnership, based on regional needs and priorities, in alignment with the NPDES Permit and other jurisdictional priorities and requirements, and integrate into the 2022 Work Plan.
- ✓ Use information from the 2020 Work Plan Report Card to help inform work plan refinements.
- ✓ Investigate similar work program development efforts underway at other counties and cities.
- ✓ Develop jurisdictionally agreed upon 2022 REEP Work Plan to meet the mutual education and outreach goals for the Partnership jurisdictions.
- ✓ Record education and outreach activity data on shared 2021 REEP Work Plan Report Card to support annual permit reporting needs.
- ✓ Complete 2021 Work Plan Report Card and all deliverables before February 28, 2022.

Outputs

1. Volunteer/participant information (demographics, contact, address) in CERVIS.

2. 2021 REEP Work Plan Report Card.
3. 2022 REEP Work Plan, including an itemized budget.
4. Updated REEP Standards Operations Manual.

Roles, Responsibilities

City of Lacey

Emily Watts	Planning support, jurisdictional lead for accounting/invoicing and reporting.
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City of Olympia

Susan McCleary	Planning support, jurisdictional co-lead for accounting/invoicing and reporting.
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Michelle Stevie	Planning support, jurisdictional co-lead for accounting/invoicing and reporting.
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City of Tumwater

Meridith Greer	Planning support, jurisdictional lead for accounting/invoicing and reporting.
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Thurston County

Ann Marie Pearce	Planning support, jurisdictional lead for accounting/invoicing and reporting.
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Kelsey Mae Crane	Planning support.
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Budget Estimate

\$2,000	Contingency
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\$2,000	Total
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TASK 2 COMMUNICATIONS CHANNEL DEVELOPMENT & MAINTENANCE

Activities supporting maintenance or new development of communication channels for use by all programs, including print or online periodicals, web and social media presence, or other media.

Problem

The partnership must produce high-quality communications in a variety of formats, including print and digital to continuously engage existing volunteers/participants and recruit new volunteers/participants.

Many partnership communication channels are inconvenient, outdated and/or cumbersome. Inconvenient and uncoordinated or stand-alone/temporary outreach and communication efforts may result in less effective reach, interest, or impact among key priority audiences for our programs.

Goal

Continue existing successful communication methods and revise/improve social media presence. Establish and maintain ongoing channels for coordination and responsive communication with priority audiences for our various programs. Create new communication channels as mass communication changes over time.

Phase II Municipal Permit: S5.C.2.a.i.(a); S5.C.2.a.iii

Budget \$52,800

Strategies

Publish and disseminate content in support of our programs, to both the general public and specific priority audiences, on topics such as stormwater BMPs, LID, source control, watershed stewardship/restoration opportunities, IDDE, stormwater-related educational workshops, outreach events, and Stream Team Programs.

Promote the Stream Team program through social media, at regional events, and during shared activities in order to maintain and grow communication channel reach and regional brand recognition. Shared promotion occurs through activities such as:

- South Sound GREEN programming
- LOTT Wet Center

- Stream Team presence at community events (e.g., Spring Arts Walk, Nisqually Watershed Festival, Fun Fair, etc.)

Activities

- ✓ Oversee the contractor to manage and edit the newsletter, social media channels, promotion of events, website management and social and web analytics.
- ✓ Contract with graphic designer and printer for newsletter publication.
- ✓ Update the CERVIS volunteer database contract as needed (City of Lacey).
- ✓ Provide content for quarterly newsletters, emails, Facebook posts, and other communications.
- ✓ Develop and deploy seasonal social media campaigns and boost events on social media when needed.
- ✓ Design and schedule monthly emails to promote upcoming events.
- ✓ Attend community events to promote Stream Team and recruit volunteers/participants.
- ✓ Oversee contract with Michele Burton Photographer for REEP related photography/video and digital asset management (e.g., events, social media images). Coordinators will work to compile a list of events, BMPs and/or activities for Michele to photograph.
- ✓ Oversee contracts for social media and website archiving, web hosting, online learning platform, email service and marketing.
- ✓ Develop and schedule nudges as follow-ups to re-emphasize key topics from residential workshops.

Outputs

1. Communication products as summarized above.
2. Updated Digital Asset Management System.
3. Monthly reports of social media analytics.
4. Digital assets for advertising and publications.
5. Archival of website and social media accounts.

Roles, Responsibilities

City of Lacey

Emily Watts	Project Lead for graphic design, newsletter printing, recurring subscription renewals and monthly email production. Content development.
Assistant	Content development, staffing Stream Team booths at community events.

City of Tumwater

Meridith Greer	Content development.
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City of Olympia

Susan McCleary	Project Lead. Contract manager for newsletter editing, social media & website management, and archiving. Content development.
Michelle Stevie	Contract manager for Photo and Digital Management contract and subscription renewals. Content development.
Intern	Miscellaneous support.

Thurston County

Ann Marie Pearce	Content development for Thurston County events, including no more than 2 optional related articles for newsletters.
Kelsey Crane	Assist with content development and editing when available.

Budget Estimate

\$6,400	Newsletter design.
\$19,000	Newsletter editing, website management, develop nudge messaging, disseminate events into community outlets & social media coordination.
\$9,200	Newsletter printing, mailing services and postage.
\$6,200	Subscriptions <ul style="list-style-type: none"> • PageFreezer → archiving (\$1,800 annually) • Kinsta → web hosting (\$300 annually) • SmugMug → photo retention database • Constant Contact → email marketing

- Adobe LightRoom → photo hosting database
- CERVIS → volunteer database
- Act Now Domains → website hosting
- Thinkific → online learning platform (\$1,000 annually)
- Zoho → social media scheduling

\$5,000	Events & brand promotion and incentives
\$6,500	Event photographer and Digital Asset Management System
\$500	Social Media Campaigns and Event Boosts
\$52,800	Total

TASK 3 CITIZEN SCIENCE AND EDUCATION PROGRAM

Stewardship based education and workshops & citizen monitoring of aquatic resources and associated habitats.

Problem

Human actions can negatively affect water quality, aquatic species and the habitat upon which they depend on for survival.

Goal

Increase public awareness and understanding of how our actions impact water quality and affect aquatic habitat and aquatic-dependent species. Collect and analyze environmental monitoring data.

Phase II Municipal Permit: S5.C.2.a.i.(a); S5.C.2.a.iii

Budget \$21,925

Strategies

In collaboration with the Department of Fish and Wildlife (WDFW) using approved methodology, design citizen science programs to:

- Raise awareness of stormwater, water quality and aquatic habitat issues.
- Train participants in the collection and analysis of monitoring data.
- Provide high quality environmental educational opportunities that tie into stormwater, water quality and aquatic habitat issues.
- Share applicable data with WDFW.
- Provide distinct activities throughout the year (see performance table under “Outcomes” below).
- Coordinate and host workshops on a variety of topics that focus on the complex nature of water quality and aquatic habitat health.

Consultants and contractors will be hired to provide some programming activities.

Each jurisdiction is responsible to pay for lab analysis and processing of their own B-IBI samples and for their own monitoring supplies.

Activities

- ✓ Develop and administer professional services contracts.
- ✓ Develop and deliver citizen science activities to provide high-quality environmental education to the general public (including school-age audiences and/or overburdened communities) through a series of in-person or virtual field trips, lectures, and workshops. REEP Partners will seek out opportunities to bring in new audiences and expand program locations. Programs will be held in all funding jurisdictions and/or online.
- ✓ Plan and coordinate residential workshops (in person or online), including evaluation of workshops, on the following topics: water-wise plantings for water and wildlife and shoreline and slope protection.
- ✓ Recruit, train, and lead participants in a variety of watershed species monitoring activities. To help foster equity in the distribution of participants, programs will be held in multiple jurisdiction locations as applicable. Promote events and publicize the work of citizen scientists through communication channels in Task 2.
- ✓ Coordinate with contractor to plan and implement Marine Creature Mondays events.
- ✓ Coordinate with contractor to plan and implement Citizen Science Plankton Monitoring events at various locations throughout Thurston County.
- ✓ Tabulate and evaluate the monitoring data. Share applicable data with WDFW. Applicable information will be available for other management purposes.
- ✓ Collaborate with Nisqually Reach Nature Center and South Sound GREEN to implement an educational scavenger hunt for students and families.

Outputs

1. Professional Services Contracts for specific programs.
 2. Monitoring data and assessment.
 3. Event attendance and participation data.
 4. A virtual Naturescaping workshop and a virtual Shoreline Stewardship workshop.
-

Roles, Responsibilities**City of Olympia**

Michelle Stevie Project lead. Contract manager for Marine Creature Monday diver and What's Blooming in Budd- Water Quality/ Plankton Monitoring.

City of Lacey

Emily Watts Materials production support.

City of Tumwater

Meridith Greer Field training assistant. Tumwater coordinator.

Thurston County

Ann Marie Pearce Staff lead for B-IBI monitoring sites in unincorporated Thurston County. Contract manager for Naturescaping and Shoreline Stewardship workshops.

Budget Estimate

\$7,000	Contract with Pacific Shellfish Institute (plankton monitoring)
\$3,325	Contract for Diver for Marine Creature Mondays
\$200	Permit Fees: Department of Fish and Wildlife Specimen Collection Permit (for B-IBI, macros, amphibians, MCM)
\$7,500	Contract for Naturescaping & Shoreline Stewardship online workshops and follow-up survey for the Naturescaping workshop.
\$3,000	Program app, materials and incentives for scavenger hunt program.
\$900	Program Support such as: speaker fees, rental charges, meeting rooms, promotional materials, transportation, associated supplies and services.
\$21,925	Total

TASK 4 SALMON STEWARDSHIP PROGRAM

Watershed, stewardship, and stormwater education and outreach via community volunteer educator training, outreach event coordination and/or support, sponsorship of annual salmon migration viewings, and related publications.

Problem

Much of the general public lacks awareness regarding how their actions impact water quality, salmon habitat, and local salmon populations.

Goal

Increase public awareness and understanding of marine and freshwater life cycle of salmon, the water quality-related impacts humans have and actions residents can take to help with salmon recovery.

Phase II Municipal Permit: S5.C.2.a.i.(a); S5.C.2.a.iii

Budget \$600

Strategies

Recruit and train volunteers to provide education and outreach to the general public concerning Pacific salmon, their life history and habitat, and risks to their survival, and/or create online learning resources for the general public.* All new volunteers interested in salmon stewarding must attend the three basic classroom trainings and at least one field training held at the following locations: 5th Ave. in Olympia, Tumwater Falls in Tumwater, or McLane Creek Nature Trail in unincorporated Thurston County.

Each jurisdiction is responsible for site-specific Salmon Stewards training and coordinating the volunteers for their viewing locations. The City of Olympia is the lead for the three basic trainings offered in the summer, which will be held in Olympia, with support from the City of Tumwater and Thurston County. Thurston County is the lead for the three-part training held in the fall.

The City of Lacey does not have a salmon-viewing location, but continues to support the program because Lacey residents visit salmon viewing locations in other jurisdictions. City of Lacey outreach staff participate in communications, publication development, and

general planning, but do not assist in coordination activities for trainings or volunteer coordination.

*In-person Salmon Stewarding programming subject to current Covid-19 safety guidelines. Virtual activities may be substituted for in-person activities.

Activities

- ☐ Review last season's efforts/successes/feedback and annually coordinate/plan events for the upcoming season.
- ☐ Evaluate and review materials. Revise or develop new Salmon Stewards training materials as needed.

In Person Activities

- ☐ Conduct outreach to recruit/retain volunteers and engage participants.
- ☐ Provide Salmon Stewards volunteer trainings.

Virtual Activities

- ✓ Develop virtual learning resources for the general public.

*The majority of the Activities in this Task were not completed due to the Covid-19 pandemic and our ongoing effort to protect staff and volunteers.

Outputs

1. Report on the number of volunteers and the estimated number of visitors at all three viewing sites.
 2. Training and volunteer materials for Salmon Stewards volunteers.
 3. Virtual learning resources.
-

Roles, Responsibilities

City of Olympia

Michelle Stevie	Project lead, plan/coordinate initial volunteer trainings, coordinate updates to program manual and maintain volunteer supplies. Contract manager.
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City of Tumwater

Meridith Greer	Support regional basic training, provide review/comment on new/revised training materials as necessary
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City of Lacey

Emily Watts	Jurisdictional lead.
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Thurston County

Ann Marie Pearce	Provide staff support for one regional summer basic training event, provide review/comments on new/revised training materials as necessary. Coordinate the Chum Salmon Stewards three-part training and volunteer program at McLane Creek Nature Trail.
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Budget Estimate

\$600	Promotional and training materials and program support (e.g., branded vests, hats, t-shirts, patches)
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\$600	Total
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TASK 5 PRIVATE STORMWATER FACILITY MAINTENANCE PROGRAM

Support proper maintenance and reporting of residential stormwater infrastructure by property owners, homeowner's associations (HOAs), contractors and property management companies.

Problem

Improperly maintained private stormwater facilities can contribute to ground and surface water pollution and often lead to localized flooding and other stormwater systems failures as observed by field staff and documented in inspection reports.

Goal

Improve water quality through an increase of properly maintained privately-owned stormwater facilities.

Phase II Municipal Permit: S5.C.2.a.i.(a), S5.C.2.a.i.(b), S5.C.2.a.i.(c)

Budget \$500

Strategies

Continue to support and improve the interjurisdictional education and outreach program designed to provide technical assistance and tools to property owners and stormwater maintenance contractors regarding stormwater facility maintenance BMPs and annual reporting.

Activities

- ✓ Implement two virtual learning workshops to reach residential and contractor/commercial audiences.
- ✓ Develop and/or revise planning checklists for virtual workshop implementation.
- ✓ Glean input from regional stakeholders to help guide outreach strategies.

Outputs

1. Two workshops. Online/virtual private facilities maintenance training.
2. Educational content, materials, evaluations, number of participants and registrant contact information.

3. Training marketing materials.

Roles, Responsibilities

Thurston County

Kelsey Mae Crane	Project Lead. Research and platform/content development proposal. Lead on developing workshop planning checklists. Workshop coordination.
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Ann Marie Pearce	Planning support.
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City of Lacey

Emily Watts	Planning support, jurisdictional lead for research and content development.
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City of Olympia

Susan McCleary	Planning support, jurisdictional lead for research and content development.
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City of Tumwater

Meridith Greer	Planning support, jurisdictional lead for research and content development.
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SWIG	Training support.
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Budget Estimate

\$500	Program incentives, room rental, outreach materials, mailings and other program support for workshops.
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\$500	Total
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TASK 6 BUSINESS POLLUTION PREVENTION: DUMPSTER CAMPAIGN

Develop a social marketing plan and implement a pilot project on one behavior related to dumpster best management practices.

Problem

Creating effective education and outreach requires a deep understanding of the audience and their beliefs, priorities, barriers, and motivators. Obtaining this information often requires large amounts of background research.

Goal

Based on research, use social marketing tools to educate and promote positive behavior change for business source control BMPs.

Phase II Municipal Permit: S5.C.2.a.ii.(c), Activities will inform S5.C.8.b.iv

Budget \$8,000

Strategies

This campaign prioritizes the business community operating in Permit coverage areas. The campaign will use social marketing methods to identify barriers and motivators, strategies and tools to effect long-term adoption of one priority dumpster related BMP. This is a multi-year effort to research, develop and implement business pollution prevention outreach related to dumpster best management practices (BMPs) with inter-jurisdictional cooperation and involvement by education and outreach staff.

Activities

- ✓ Meet regularly with REEP coordinators assigned to this effort to provide input and guide social marketing efforts.
- ✓ Evaluate social marketing research done on audience barriers and motivators to develop effective social marketing plan on dumpster BMPs.
- ✓ Design and implement a pilot program for one priority behavior and audience on dumpster BMPs.

Outputs

1. Social marketing plan to implement a pilot program for one priority behavior and audience on dumpster BMPs.

Roles, Responsibilities

City of Olympia

Susan McCleary	Project & jurisdictional lead, research, planning, development and deployment.
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City of Tumwater

Meridith Greer	Jurisdictional lead, research, planning, development and deployment.
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City of Lacey

Emily Watts	Jurisdictional lead, research, planning, development and deployment.
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Thurston County

Kelsey Crane	Jurisdictional lead, research, planning, development and deployment.
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Budget Estimate

\$8,000	Consulting services for pilot plan development and/or implementation
\$8,000	Total

TASK 7 OVERBURDENED COMMUNITIES

Identify overburdened communities within the Municipal Permit boundaries of the REEP Partners.

Problem

The 2019-2024 Western Washington Phase II Municipal Stormwater Permit requires Permittees implement education and outreach programs that include reaching overburdened communities. In addition, the Permit requires that Permittees require public involvement opportunities.

Goal

Improve outreach to overburdened communities where necessary to improve water quality, meet Permit requirements and inform public participation and SMAP processes.

Phase II Municipal Permit: S5.C.2.a.i.(a) Activities could inform S5.C.3a

Budget \$4,175

Strategies

Conduct research to identify overburdened communities within the Municipal Permit boundaries of the REEP Partners as it relates to the Municipal Permit. This is a multi-year effort to research, develop and implement effective outreach to overburdened communities and to improve water quality.

Activities

- ✓ Identify overburdened communities within the Municipal Permit boundaries of the REEP Partners using best practices outlined by the Department of Ecology.
- ✓ Research efforts and strategies already undertaken by other Permittees.

Outputs

1. List of identified overburdened communities within the Municipal Permit boundaries of the REEP Partners.
2. Summary of efforts and strategies undertaken by other Permittees.

Roles, Responsibilities

City of Olympia

Susan McCleary	Jurisdictional lead, research, planning, development and deployment.
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City of Tumwater

Meridith Greer	Jurisdictional lead, research, planning, development and deployment.
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City of Lacey

Emily Watts	Jurisdictional lead, research, planning, development and deployment.
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Thurston County

Ann Marie Pearce	Jurisdictional lead, research, planning, development and deployment.
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Kelsey Crane	Jurisdictional support for research, planning, development and deployment.
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Budget Estimate

\$4,175	Consulting services for audience research, pilot plan development and/or implementation
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\$4,175	Total
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Task	Budget
Task 1- Administration, Planning, and Reporting	\$2,000
Task 2 - Communications Channel Development & Maintenance	\$52,800
Task 3 - Citizen Science and Education Program	\$21,925
Task 4 - Salmon Stewardship Program	\$600
Task 5 - Private Stormwater Facility Maintenance Program	\$500
Task 6 - Business Pollution Prevention: Dumpster Campaign	\$8,000
Task 7 - Overburdened Communities	\$4,175
2021 REEP Budget	\$90,000

Appendix 1

Thurston County, Lacey, Olympia and Tumwater Data

Program	# of Events	# of Volunteers	# of Volunteer Hours	# of Attendees / Participants	# Distributed	# Completed
Stream Team Workshops, Trainings & Lectures	10	18	286	505		
Naturescaping Workshop	2			171		
SOG Workshops	2			63		
Restoration	1	12	36			
Citizen Science	79	154	241			
Salmon Stewards	*Postponed due to Covid-19.					
Community Events	1		330	110		
Naturesleuth Program	884			430		
Newsletters					4,547	
Pet Waste Inserts					7,225	
Pet Waste Stations					42	
Business Site Visits						26
Bags on Board (BOBs)					537	
Coffee Sleeves					42,250	
Total	979	184	893	1,279	54,601	26

Social Media Type	# of Posts	# of Followers	Total Site/video Views	Total Reach
Facebook (@thurstonstreamteam)	145	2,354	5,910	87,532
Instagram (@thruston_stream_team)	240	814	2,384	8,617
Stream Team website (StreamTeam.info)		16,762	32,807	
Pacific Shellfish Institute Blog			2,052	
Puget Sound Starts Here Digital Media Campaign			46,912	188,036
Thurston Talks Article (Earth Day Video Contest + Climate Quilt)			17	17,669
Actions for Clean water Website Views				1,932
Total	385	19,930	90,082	303,786

Stream Team Video Series	# of Videos	# of Views
Marine Creature Mondays	24	159
Salmon	7	129
Northwest Bats	2	350
Purple Martins	4	73
Lights, Camera, Actions for Clean Water Campaign	3	524
Total	40	1,235

TO: Public Works Committee
FROM: Bill Lindauer, Engineering Service Manager
DATE: March 3, 2022
SUBJECT: 2021 Pavement Maintenance Project – Acceptance of Work

1) Recommended Action:

Staff requests the Public Works Committee recommend City Council move acceptance of the 2021 Pavement Maintenance project as complete and authorize the release of the performance bond as soon as the laws of the state of Washington allow.

2) Background:

The 2021 Pavement Maintenance project included a blend of high traffic volume arterials and collectors, along with streets in residential areas. The project also included pavement repair work and maintenance crack sealing along with pedestrian ramp and crossing improvements.

This project included repaving of seven miles of roadways including significant parts of Henderson Boulevard, Old Highway 99, and 93rd Avenue and work on 12 separate local/residential roadways. Areas of significant pavement distress were repaired and 12 lane miles were crack sealed as part of routine maintenance operations. Ten new ADA compliant curb ramps were constructed with significant upgrades to the pedestrian facilities at the Henderson Boulevard / Old Highway 99 intersection.

City staff completed the design documents and provided construction management for this project.

On May 4, 2021, the City Council awarded and authorized the Mayor to sign a public works contract with Granite Construction Company of Olympia, Washington, in the amount of \$2,282,205 for the construction of the project. Work on the project is complete; the final contract total is \$2,265,581.95, which is under Contractor bid by \$16,623.05. The Engineer's estimate was \$2,600,000.

3) Policy Support:

- C. Create and Maintain a Transportation System Safe for All Modes of Travel
- Ensure sustainable funding to maintain and improve streets and sidewalks.
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4) Alternatives:

- ☐ Do not accept the project as complete and direct staff to pursue alternative action(s).
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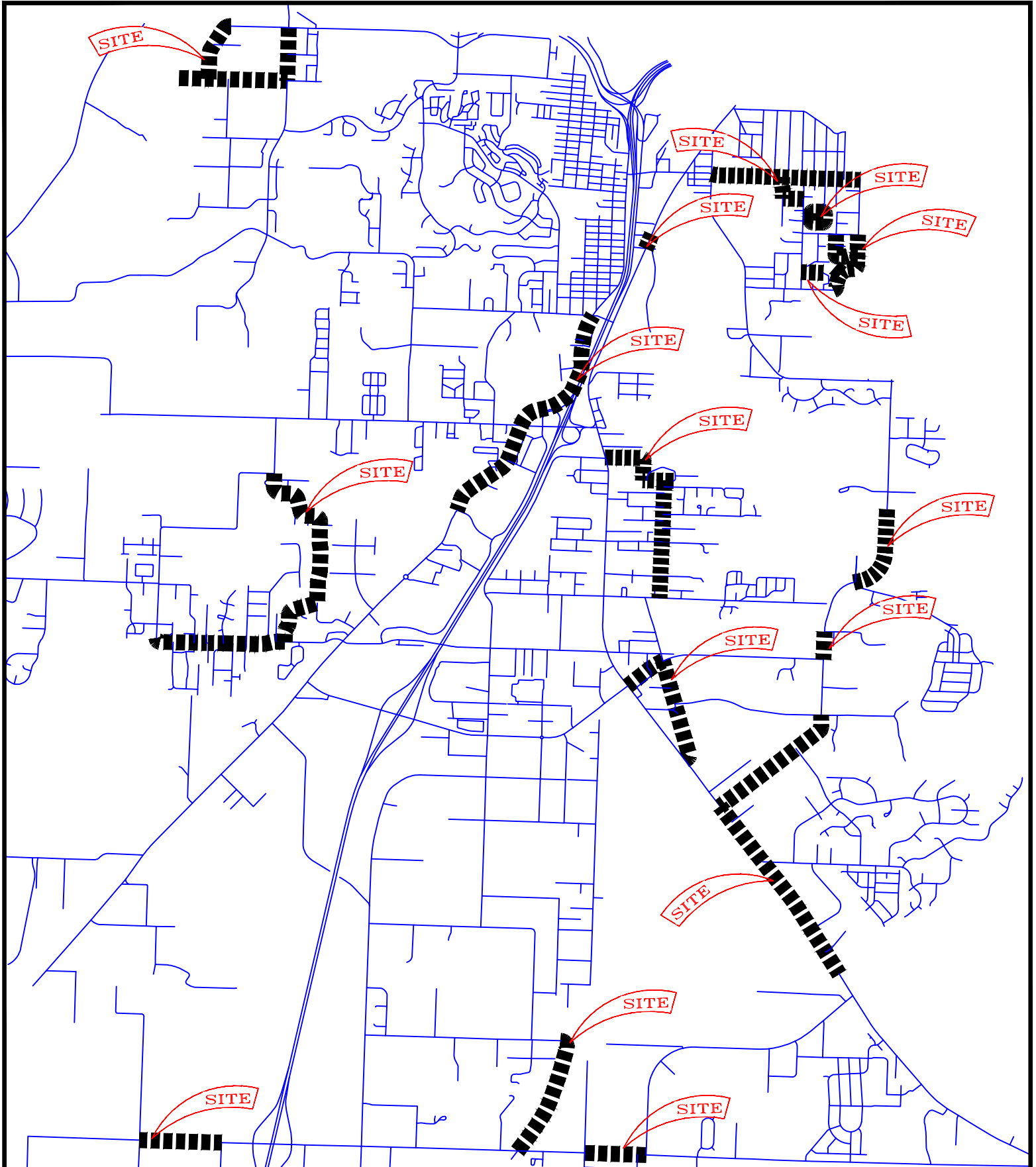
5) Fiscal Notes:

Funds for the project are from the Transportation Benefit District.

6) Attachments:

- A. Vicinity Map

CITY OF TUMWATER



VICINITY MAP

NOT TO SCALE

TO: Public Works Committee
FROM: Dan Smith, Water Resources & Sustainability Director
DATE: March 3, 2022
SUBJECT: Sewer Overflow Response Update

1) Recommended Action:

None. Item is discussion only.

2) Background:

Following the recent sanitary sewer overflows at Somerset Hill and Tumwater Valley Drive, staff will provide an update on management actions and operational efforts.

3) Policy Support:

Not applicable.

4) Alternatives:

☐ None.

5) Fiscal Notes:

None.

6) Attachments:

A. None.