



**PUBLIC WORKS COMMITTEE
AGENDA**

Online via Zoom

**Thursday, May 19, 2022
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes: Public Works Committee, April 7, 2022
- [4.](#) Interlocal Agreement Between the City of Tumwater and the Washington Department of Transportation for Maintenance of Palermo Treatment Lagoon (Dan Smith)
- [5.](#) Resolution No. R2022-007, Six-Year Transportation Improvement Program (TIP) 2023-2028 (Mary Heather Ames)
- [6.](#) Percival Creek Fish Passage Barrier Replacement Update (Dan Smith)
7. Additional Items
8. 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/84717993446?pwd=SGpQUWdaemVXOTZQTm9zR1hncldxZz09>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 847 1799 3446 and Passcode 054883.

Post Meeting

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

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email CityClerk@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4128 or email ADACoordinator@ci.tumwater.wa.us.

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
April 7, 2022 Page 1**

CONVENE: 8:00 a.m.

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

Staff: City Administrator John Doan, Transportation and Engineering Director Brandon Hicks, Water Resources and Sustainability Director Dan Smith, Communications Manager Ann Cook, Capital Projects Manager Don Carney, Engineering Services Manager Bill Lindauer, Water Resources Specialist Carrie Gillum, and Administrative Assistant Cathy Nielsen.

**APPROVAL OF
MINUTES: PUBLIC
WORKS COMMITTEE,
MARCH 3, 2022 &
MARCH 17, 2022:**

MOTION: Councilmember Schneider moved, seconded by Councilmember Althausen, to approve the minutes of March 3, 2022 and March 17, 2022 as published. A voice vote unanimously approved the motion.

**FOURTH
AMENDMENT TO
SERVICE PROVIDER
AGREEMENT FOR
HISTORIC BREWERY
TOWER
RENOVATION**

Manager Carney reported the City, through Cardinal Architecture P.C., completed the Historic Brewery Tower Protection & Renovation Report. The report included a phased strategy and project design for maintaining, preserving, and renovating the City's historic brewery tower. The first phase of work has been completed with the removal of a temporary roof over the fourth and fifth floors, addition of new roof gutters and temporary downspouts, replacement of damaged and missing brick, and masonry repairs. The current phase of work is seismic upgrades to enable the use of the building for different purposes. The proposal is the fourth amendment to the service provider agreement.

In 2017, the City selected Cardinal Architecture P.C. to complete the design work with the contract totaling \$117,570 with several amendments for change in terms. The third amendment recently executed extended the timeline of the contract. The proposed fourth amendment is for a fee increase of the Historic Brewery Tower Renovation Phase II Seismic Improvements. The increase is due to an hourly rate increase, as well as changes to the updated International Building Code requirements for seismic analysis that will increase staff time to complete the analysis. The fourth amendment totals \$11,025 bringing the total project agreement to \$323,315.

Councilmember Schneider asked for clarification for the purpose of the additional \$11,025 and whether it would complete that stage of the project. Manager Carney confirmed the request is for an additional \$11,025 to complete the design for seismic upgrades.

TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
April 7, 2022 Page 2

Councilmember Schneider said his concerns surround flooding issues associated with the area. Although he has been assured flooding does not pose a threat to the brewhouse, the City continues to experience several flooding events in that area. He asked about the flooding concerns for the property at some point in time based on historical flooding events. Manager Carney said he would follow up to identify whether staff has addressed potential flooding of the property.

Councilmember Schneider added that another major concern is the investment of funds into the project. When the project was initiated, there were assurances the City would receive private funds and grant funds; however, it appears each time the project moves forward, the City is asked for additional funding. Director Hicks explained that the current phase of work is protecting investments the City has invested in the building. The previous phase of work to protect the shell and roofs of the building required substantial funds. The seismic upgrades will protect the building from collapsing in the event of an earthquake. It is likely the last stage of work would be funded by the City without the benefit of private donations or grants. Staff has been successful in obtaining grant funding from the state. Staff intends to make up the difference through private contributions or from other funding sources. More details on the status of funding are scheduled to be shared with the Council at a worksession.

City Administrator Doan added that the worksession will include a financial summary on the status of the project. The project was phased with the initial emergency improvements completed primarily through donations followed by the roof and brick work. The first two phases were intended to preserve the asset. The next phases are dependent upon the type of access, parking, utility connections, and flooding risks requiring additional conversations. The intent at this time is to complete the Phase 2 design to provide adequate information to identify what is necessary and the cost for moving forward. At that time, the Council can make a decision as to whether to move forward on Phase 2 or defer the work. It is difficult to make a decision on whether to proceed with construction of Phase 2 without having all the necessary information for next steps and costs.

Councilmember Schneider expressed appreciation for the clarification.

Chair Swarthout requested clarification as to the intent of the design. Manager Carney said the design is a seismic frame to attach externally or internally to keep the building from collapsing in the event of an earthquake. Chair Swarthout asked whether the exploration of the depth of the area had been identified. Manager Carney reported City maintenance personnel pumped water from the foundation and the architect and the structural engineer were able to access the foundation. They were able to verify the depth, which was much deeper than the original plans depicted. The foundation is actually 14

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
April 7, 2022 Page 3**

feet deep. No one is sure as to why the depth is so much different from the plan specifications.

MOTION:

Councilmember Althaus moved, seconded by Councilmember Schneider, to recommend the City Council approve and make a motion authorizing the Mayor to sign the Fourth Amendment to Service Provider Agreement for Historic Brewery Tower Renovation with Cardinal Architecture P.C., increasing the not-to-exceed amount to \$323,315.00 for the term ending December 31, 2023. A unanimous voice vote approved the motion.

**WATER
CONSERVATION
PROGRAM UPDATE:**

Water Resources Specialist Carrie Gillum provided an overview of the City's Water Conservation Program and future steps over the next several years. The Water Conservation Program is comprised of 11 programs promoting different measures for water conservation. The City collaborates with the LOTT Clean Water Alliance, the region's wastewater treatment provider. Different categories include customer-based conservation efforts and City conservation efforts for operations and maintenance.

The customer-based program is a conservation-pricing model with higher rates for higher usage of water. A single-family home uses an average of 600 gallons of water per month and is priced in the first tier at approximately \$2.75 per 100 cubic feet of water. During the summer, homes often increase water consumption to 1,100 cubic feet per month because of irrigation resulting in an increased cost of \$3.04 per 100 cubic feet. The customer-based program includes education and outreach in many different forms ranging from the water quality report published every year, bill inserts containing messaging, Tumwater on Tap, an e-newsletter, and the Facebook page. Additional paper materials are often provided to customers during different City events to provide information to residents on ways to conserve water. Education opportunities are also available to irrigation account users. Account holders can receive a personalized audit of their landscape and water usage to assist them in identifying the correct amount of water or whether it is possible to decrease usage.

All water customers are eligible to receive flow meters, spray nozzles, and rain gauges (useful for irrigation). Customer rebates are also available for rain barrels (up to six rebates per address). The City processes approximately two applications each year. Smart irrigation equipment rebates affords a discount up to 50% of \$200 for the purchase and installation of an irrigation controller. The City has received approximately two applications each year since 2017. The pandemic has impacted many of the rebate programs. A program emphasizing water indoor savings provides kits to customers from LOTT to reduce water flow to the sewer system. The kits include showerheads, kitchen and bath faucet aerators, leak detection dye tabs, and installation instructions. The City also provides kits for septic users in the City. Rebates are offered for water-saving toilets, water smart rebates, and washing machine rebates

TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
April 7, 2022 Page 4

(last two are provided by LOTT). The Cities of Lacey and Olympia participate in the water smart rebate program through LOTT. Washing machine rebates offered by LOTT has been taken advantage by 200 customers annually with 30 of the customers from Tumwater.

The City's control of water loss within the system is through audit tracking and calibration. American Water Works (AWA) offers different auditing tools. The City has taken advantage of many of the software programs. The software enables a comparison of consumed versus produced water and through reporting it enables staff to determine where improvements may be needed. Staff also tracks unmetered water usage to determine consumption compared to well production, which identifies breaks, leaks, emergency use, flushing, or maintenance. Meter calibrations are performed on wells twice a year. Customer meter calibrations are performed as needed based on a specific issue. Staff completes leak detection and theft deference. Staff uses sonic detection methods through sound to identify leaks within the distribution system. Staff completes detection monitoring for 25% of the system each summer to provide a complete mapping of the system every four years. Another form of detection is through the AMR-based leak detection whereby meters document instances where a customer is experiencing continuous flows over an extended period. The customer's account is flagged to conduct further investigation and contact with the customer to determine whether a leak exists.

In the past, the City has also experienced water theft from the City's fire hydrants. In areas where thefts have occurred, the City has installed locking hydrants to prevent theft of water.

Goals in the Water Conservation Plan through 2028 include:

- Goal 1: Maintain a 3% annual reduction in the single family equivalent residential unit (ERU). *Since 2007, ERUs have decreased; however ERUs are beginning to increase as more people are at home during the pandemic.*
- Goal 2: Maintain a peaking factor of 2. *The peaking factor is the ratio between the maximum daily demand to the average daily demand in the water system.*
- Goal 3: Reduce 3-year average distribution system leakage (DSL) to 5%. *The City achieved a leakage rate below 5% last year. The state requirement through the Department of Health is 10%. Councilmember Althausen asked whether the leakage rate is reflective of leaks customers may experience between the customer's pipe and the distribution pipe. Specialist Gillum explained that the leakage rate does not account for those instances; however the rate does include loss of water through thefts (hydrants) or other unauthorized uses as well as during maintenance of hydrants and for fire fighting. The City recently converted to the AMR customer meters and some of the leakage could be attributed to accounting.*

TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
April 7, 2022 Page 5

Goal 4: Decrease commercial water use through participation in Watersmart Program. *Forty projects have been completed since 2011 with most occurring at the beginning of the program. A future goal is to target specific businesses, such as hotels and commercial kitchens that could benefit from the program.*

The biggest challenge to overcome is public engagement and finding new ways to inform and inspire customers about water conservation. Some options staff plans to explore is increasing public involvement with simple, catchy messaging, promoting outdoor rebate programs, educate customers on different landscaping alternatives, and review City codes and policies to promote conservation practices.

Councilmember Schneider asked about the availability of materials that can be provided to the public during community and neighborhood events, such as *National Night Out*. Specialist Gillum said some materials are available and the City could obtain other publications from other sources promoting water conservation. Councilmember Schneider asked about the process for customers to take advantage of the rebate program and other programs sponsored by the City. Specialist Gillum said customers can obtain information through the City's website. Rebate forms are published and can be submitted electronically.

Councilmember Althaus recommended including conservation materials during the Arbor Day tree giveaway. He asked whether the City's design guidelines include examples of water-saving landscaping techniques or landscaping materials that reduce water consumption. Director Hicks said the design guidelines are geared for public improvements within the right-of-way. Although the design guidelines have been amended, the majority of the guidelines were developed in 1995. The City's development guide is scheduled for an update. However, the guide is not geared towards mandating water-saving landscaping.

Director Smith added that the review of City codes and policies is intended to include reviews of irrigation guidelines for new development, which could be aligned with a stronger focus on water conservation. Another example is hiring a certified designer to design irrigation systems for residential development versus designs by a party that may not have that level of expertise.

Chair Swarthout said she was aware of the indoor products but was unaware of the outdoor options, such as rain barrels. She recommended promoting the availability of both indoor and outdoor products during the Arbor Day event or even featuring water barrels and other conservation equipment. She asked about the qualifications to receive a City-funded irrigation audit. Specialist Gillum said the program is geared to customers with a dedicated irrigation account or larger commercial uses.

TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
April 7, 2022 Page 6

Chair Swarthout inquired about the possibility of requiring the use of artificial turf as an alternative to grass for landscaping in open areas of residential neighborhoods. Director Smith said staff often works with developers; however, at this time the City does not provide a sewer credit or other form of credit for reduced ERUs for utilizing different types of landscaping.

**I-5/TROSPER ROAD/
 CAPITOL
 BOULEVARD
 RECONFIGURATION
 PROJECT:**

Manager Lindauer reported the briefing is an update on the I-5/Trospers Road/Capitol Boulevard Reconfiguration Project, a request for authority to solicit bids, and a request to award a contract.

Manager Lindauer displayed an aerial vicinity map of the project site. The extensive transportation project includes primary work on Trospers Road and Capitol Boulevard and new construction of 6th Avenue and ramp construction along I-5. All work is located east of I-5 and centered at the intersection of Trospers Road and Capitol Boulevard.

The project has been in the design and planning stages for many years and is based on the Capitol Boulevard Corridor Plan adopted in 2014. The plan's goal is to transform the old state highway (Capitol Boulevard) into an economically vibrant community-oriented corridor. The proposed project is one of the first improvements projects contained in the plan and aligns with another project currently in design for the Israel Road to M Street Corridor project.

The project design is geared to reduce traffic delays within the heavily used intersection of Capitol Boulevard and Trospers Road, improve overall safety, and enhance multi-modal use. The project meets the City's strategic goals of pursuing targeted community development opportunities and creating and maintaining a transportation system that is safe for all modes of travel.

The project components include:

- Three roundabouts (Trospers Road/Capitol Boulevard, Trospers Road/6th Avenue/Northbound On Ramps, 6th Avenue serving the northbound on and off ramps to I-5)
- New roadway extension of Trospers Road to the east behind the Burger King restaurant and connecting to Linda Street with reconstruction of approximately 400 feet of Linda Street
- Addition of a new 6th Avenue road
- Rebuilding I-5 northbound on and off ramps to align with new roundabout
- Storm drainage improvements
- Upgrade sanitary sewer and water mains and systems
- Utility undergrounding
- Street lighting and crosswalk beacon systems
- Landscaping and irrigation

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
April 7, 2022 Page 7**

The initial construction cost of the project was forecasted as \$8.3 million in 2020 during the planning and preliminary design stage. The current estimate is \$10.5 million. The project is funded through the Capital Facilities Plan's (CFP) Transportation, Sewer, Water, and Storm CFPs. The largest component of \$8.3 million is from the Transportation CFP comprised of different funding sources of grants, impact fees, Transportation Benefit District funds, and the Transportation CFP fund balance.

The project increase is reflective of the lapse of time between the original planning estimates and the current engineering estimates with one of the largest drivers attributed to the overall significant cost increase in the construction industry. Nationally, over the last 12 months the construction industry has experienced an increase of 21.5% with an increase of 26.1% in the Seattle area. The increase is driven by inflation, supply chain issues, material cost increases, and oil price increases (asphalt). The bid includes an adjustment in the cost estimate for asphalt as a way to control increased prices for asphalt during the project. Other additional components added to the project have been scheduled in the Utility Comprehensive Plan. One is a water and storm project on Lee Street. Other contributing factors to the project cost increase are changes in the City's design guidelines.

Councilmember Schneider recommended consideration of installing water-efficient plants and/or artificial grass to increase water conservation and to set an example to the community. Manager Lindauer advised that most of the landscaping completed by the City includes water-efficient plants. The irrigation system is a function of ensuring the plants remain viable for the first several years until the plants become established.

Councilmember Althaus asked about the timeline for project groundbreaking. Manager Lindauer replied that staff anticipates beginning construction this year if the bid is released soon. The first phase of the project is underground work with a majority completed this year and through the winter. Road construction would likely begin next year. The project will take approximately 18 months to complete.

MOTION:

Councilmember Althaus moved, seconded by Councilmember Schneider, to authorize staff to solicit bids for the I-5/Trospen Road/Capitol Boulevard Reconfiguration Project and recommend City Council make a motion to award and authorize the Mayor to sign a public works contract with the lowest responsible bidder. A voice vote approved the motion unanimously.

**PRESERVE PARK
PLAYGROUND
EQUIPMENT:**

Manager Carney briefed the committee on proposed equipment to purchase for the Preserve Park.

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
April 7, 2022 Page 8**

The Preserve Park is located within the Preserve residential subdivision north of 93rd Avenue and east of Old Highway 99. The park was included in the CFP when the City purchased the property for the park in 2020. Funding for the park is from park impact fees.

Manager Carney identified the placement of various park equipment within the park. He shared photographs of the equipment selected. All equipment has been competitively bid and is the same type of equipment installed in other City parks. The proposal is to move forward with the purchase in early May as all equipment has been identified and the City has received price quotes. The intent is to complete the park in late November.

Manager Carney shared an illustration of the park layout with the equipment and play structure. The equipment price range is \$250,000 to \$325,000 pending an updated quote. Cascade Recreation has provided periodic updates on pricing; however, prices continue to increase. The last estimate was midpoint between the low and high estimate. Cascade Recreation will also install the equipment to maintain manufacturer warranties.

Councilmember Althaus commented on the popularity of ziplines in the community.

Councilmember Schneider commented on the number of contacts he has received regarding the status of the park. He lives in the Preserve and many of the residents have asked about the delay in completing the park. He conveyed appreciation for the clarification on the timing and for the work on the project.

Discussion ensued on the potential of a weight limit for the zipline. Manager Carney advised that he would follow up to identify whether the equipment has any weight limitations.

Chair Swarthout asked whether the grass areas serve as swales for overflow areas for stormwater. Manager Carney said the development uses part of the park area as an infiltration area receiving both winter and irrigation water.

Councilmember Schneider noted that the community has conveyed some concerns about the area filling with water during the winter as it can be as deep as two to three feet. He questioned whether flooding could affect the zipline equipment. Manager Carney explained that the zipline is elevated above the pond with a seawall installed around the zipline area, in addition to elevating the equipment to protect against flooding events. It might entail closing the zipline at times during the winter when water is present and reopening the feature in the spring.

MOTION:

Councilmember Schneider moved, seconded by Councilmember Althaus, to recommend the City Council approve and authorize the

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
April 7, 2022 Page 9**

Mayor to sign a public works contract with Cascade Recreation, Inc. for supply and installation of playground equipment at Preserve Park. A voice vote approved the motion unanimously.

**2022-2035 BARNES
LAKE ASSESSMENT
INCREASE - PUBLIC
HEARING REQUEST:**

Director Smith requested the committee to schedule the date for a public hearing on May 5, 2022 to receive public testimony on the proposed 2022-2034 Barnes Lake 5% annual assessment increase.

MOTION:

Councilmember Althaus moved, seconded by Councilmember Schneider, to approve scheduling a public hearing on May 5, 2022 to receive testimony and forward a recommendation to the City Council regarding a proposed 5% annual increase to LMD Roll of Rates and Charges. A voice vote approved the motion unanimously.

ADJOURNMENT:

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

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

TO: Public Works Committee
 FROM: Dan Smith, Water Resources & Sustainability Director
 DATE: May 19, 2022
 SUBJECT: Interlocal Agreement Between the City of Tumwater and the Washington Department of Transportation for Maintenance of Palermo Treatment Lagoon

1) Recommended Action:

Staff requests the Public Works Committee recommend the City Council make a motion to authorize the Mayor to sign the Interlocal Agreement between the City of Tumwater and the Washington Department of Transportation for maintenance of the Palermo Treatment Lagoon.

2) Background:

The Palermo Treatment Lagoon serves to further treat surface waters effected by contaminants associated with the “Palermo Superfund” site. Since the late 1990’s when contamination was discovered at the Palermo Wellfield through its Wellhead Protection Program, the City has cooperated with various agencies, such as the US Environmental Protection Agency and WA Department of Ecology to support clean-up efforts and protect drinking water, and remains responsible for routine maintenance within the Palermo neighborhood. The WA Department of Transportation (WSDOT) is now the primary responsible for clean-up efforts.

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:

- ☐ No alternatives identified; maintenance is necessary to maintain adequate levels of treatment.
-

5) Fiscal Notes:

This agreement provides for 100% reimbursement of third party costs for clean-up efforts, not expected to exceed \$100,000.00. As the City is required to provide routine maintenance, which includes management of the Palermo Treatment Lagoon, the City agreed to provide project management at no additional cost to WSDOT.

6) Attachments:

- A. Interlocal Agreement – Maintenance of Palermo Treatment Lagoon
- B. Scope of Services

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF TUMWATER
AND
THE WASHINGTON DEPARTMENT OF TRANSPORTATION (GMB 1076)
FOR MAINTENANCE OF THE PALERMO TREATMENT LAGOON**

THIS AGREEMENT is made and entered into by the City of Tumwater, a municipal corporation of the State of Washington ("CITY") and the Washington Department of Transportation, a governmental agency of the State of Washington ("WSDOT") individually the "Party" and collectively the "Parties."

WHEREAS, the CITY is responsible for routine maintenance of the Palermo Treatment Lagoon per the Cooperative Agreement and Scope of Work for the Palermo Wellfield Superfund Site Subdrain/Aeration Lagoon System ("Aeration Lagoon") dated December 16, 2002; and

WHEREAS, the WSDOT and the CITY acknowledge that the Work considered under this Agreement is not considered to be routine maintenance given the complexity, cost, and scope of the project; and

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

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

NOW THEREFORE, pursuant to chapter 39.34 RCW the above recitals that are incorporated herein as if fully set forth below, in consideration of the mutual terms, provisions, and obligations contained herein, it is agreed by and between the CITY and WSDOT as follows:

1. Purpose/Objective

The purpose of this Agreement is to allow the CITY, through its Water Resources & Sustainability Department, to provide and solicit services to restore the aeration lagoon to its original designed condition through the dredging, removal and disposal of accumulated sediments, as identified in Exhibit A, Scope of Services and herein after referred to as Work. The CITY does not have sufficient resources to provide such services and desires to have such services performed by a third-party vendor, to be paid for by WSDOT.

2. Scope of Agreement

A. Responsibilities of CITY shall be as follows:

1. Project Management: CITY shall provide sufficient resources to effectively implement, maintain, and oversee the project as described in Exhibit A.
2. Vendor Contracts: CITY shall manage all third-party vendors in support of the Agreement. CITY shall provide WSDOT thirty (30) days' notice prior to Work being

performed and shall provide all documentation as requested by WSDOT regarding the execution of this project.

3. Permitting: CITY shall prepare and submit all necessary permit applications.
4. Maintenance and Repair Limitations: CITY agrees to attempt to complete all maintenance and repair request within the time WSDOT requests or has scheduled with CITY. WSDOT is aware that there may be times when CITY cannot meet the desired timeline.
5. Hours of Work: CITY's normal working hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays.

B. Responsibilities of WSDOT shall be as follows:

1. Notification of Repair and/or Maintenance: WSDOT agrees to notify CITY via CITY designated contacts below when the Aeration Lagoon needs repair and/or maintenance
2. Water and Sediment Quality Assessment: Prior to any requested maintenance Work on the Aeration Lagoon, WSDOT agrees to analyze the treatment lagoon sediment to determine public health and disposal needs.
3. Funding: WSDOT shall pay for all permit fees and third party dredging and disposal costs, as invoiced by CITY.
4. WSDOT may, if it desires, furnish an inspector on the project. Any costs for such inspection will be borne solely by WSDOT. All contact between said inspector and the CITY's contractor shall be through the CITY's representative.

3. Payment (Funding/Costs/etc.)

WSDOT, in consideration of the faithful performance of the Work to be performed by the CITY, agrees to reimburse the actual direct and related indirect costs of the Work. The parties have estimated that the cost of accomplishing the Work herein will not exceed \$100,000. Payment for satisfactory performance of the Work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any Work that will cause the maximum payment to be exceeded. Costs shall include, but not be limited to the following:

- A. CITY will provide labor and other CITY resources necessary to manage and oversee the project.
- B. WSDOT will pay all permit fees and third-party invoices for the removal and disposal of sediments.

4. Method of Payment

- A. CITY will submit a monthly itemized invoice to WSDOT for third-party services related to the Work defined in Exhibit A as provided under this Agreement.
- B. WSDOT will make payment to the CITY within thirty (30) days of receipt of an invoice.

5. Amendments

Either Party to this Agreement may request an amendment or term extension. Any amendment shall be negotiated and agreed to by both Parties prior to implementation. Any amendments to

this Agreement shall be made in writing and shall be presented to each Party's designated contract authority for approval and signature prior to implementation.

6. Indemnification

6.1 To the extent permitted under the law, each Party to this Agreement will 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, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees.

6.2 The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

6.3 This indemnification and waiver will survive the termination of this Agreement.

7. Insurance

The CITY shall maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the City or its employees. Before beginning the Work described in this Agreement, the City and its selected contractor shall provide proof of coverage to WSDOT that includes:

- A. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
- B. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence and aggregate.
- C. Excess Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and aggregate.

8. Duration of Agreement

This Agreement for maintenance of the Palermo Treatment Lagoon is hereby entered into between the City of Tumwater and the Washington Department of Transportation and shall take effect on the date of the last authorizing signature affixed hereto. This Agreement shall be effective until December 31, 2023, unless otherwise terminated in the manner described under the Termination of Agreement section.

9. Termination of Agreement

Should either Party choose to terminate this Agreement, the Party desiring to terminate the Agreement must provide a thirty (30) day advance written notice to the other Party, unless otherwise set forth in this Agreement.

10. Notice of Default

In the event WSDOT is dissatisfied with the CITY's performance of its responsibilities under this Agreement, WSDOT shall provide CITY with a written notice of dissatisfaction that specifically identifies the details of the CITY's alleged performance deficiencies. CITY shall have ninety (90) days from the date of the notice of dissatisfaction to remedy the performance deficiencies specifically noted. In the event WSDOT remains dissatisfied at the end of the ninety (90) day period, WSDOT may terminate the Agreement by providing CITY with an additional ninety (90) days written notice.

11. Dispute Resolution

The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

A. The designated representative in this Agreement shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. They shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. They shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

B. A Party's representative shall notify the other Party in writing, with email being acceptable of any dispute or issue that they believe may require formal resolution contained herein. They shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.

C. In the event the CITY and WSDOT's respective designees, cannot resolve the dispute or issue, the CITY and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

12. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. Venue for any action that cannot be resolved through mediation may be brought only in the Superior Court of Thurston County, Washington.

13. Independent Capacity

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

14. Legal Relations

It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other Party. No joint venture or partnership is formed as a result of this Agreement.

15. Waiver

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

16. Severability

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

17. Entire Agreement

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

18. Filing

Prior to its entry into force, this Agreement shall be posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

19. Notice

Any notice required under this Agreement shall be provided in writing, with email being acceptable to the Party at the address listed below. The contacts below for each Party are the Agreement representatives.

CITY OF TUMWATER

Dan Smith, Director
Water Resources & Sustainability Department
555 Israel Road SW
Tumwater, WA 98501

**WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION**

Norm Payton, Environmental Policy Manager
Maintenance Operations Division
310 Maple Park Ave SE
Olympia, WA 98501
Phone: 360-705-7848
Email: paytonn@wsdot.wa.gov

20. Records and Audit

All records related to the Work performed under this Agreement shall be held and kept available for inspection and audit for a period of six (6) years from the date of termination of this Agreement or any final payment authorized under this Agreement, whichever is later. Each Party shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. In the event of litigation or claim arising from the performance of this Agreement, the CITY and WSDOT agree to maintain the records and accounts until such litigation, appeal or claims are finally resolved. This section shall survive the termination of this Agreement.

21. Counterparts and Electronic Signature

This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

CITY OF TUMWATER

WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION

Debbie Sullivan, Mayor

Pasco Bakotich III, State Maintenance
Engineer

Dated:

Dated:

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM on Behalf of
WSDOT:

Karen Kirkpatrick, City Attorney

Assistant Attorney General

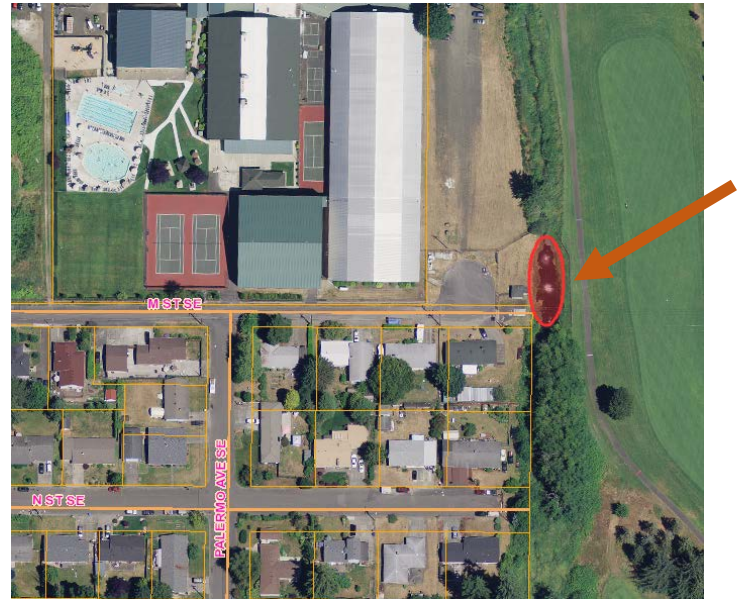
EXHIBIT A: SCOPE OF SERVICES

PROJECT BACKGROUND:

The U.S. Environmental Protection Agency constructed the Palermo Aeration Lagoon as one component of the remedy selected for the Palermo Wellfield Superfund Site to remediate tetrachloroethylene and trichloroethylene in the ground water supply. Periodic maintenance of the lagoon is required to keep the system functioning properly. This scope of work is intended to help guide the contractor through bidding and execution of the project. The accompanying diagrams are profiles of the lagoon to aid in estimating the volume of sediment to be removed.

Figure 1: Aeration Lagoon Project Area

The aeration lagoon is located at the end of M Street SW in Tumwater, WA, on the west side of parcel No. 09470051000.



SCOPE OF SERVICES TO BE PROVIDED BY CITY

Task 1	Permitting: City shall coordinate with contractor to secure all required permits, including but not limited to, Hydraulics Projects Approval and SEPA Checklist
Task 2	Contractor Acquisition & Management: City will solicit and hire an appropriate contractor to assist with the execution of the project. Anticipated deliverables include: <ul style="list-style-type: none"> • Health and Safety Plan • Construction Site Work Plan <ul style="list-style-type: none"> ○ Construction Procedures ○ Environmental Protection Procedures • Fish Protection and Relocation Plan • Water Quality Monitoring Plan • Sediment Disposal Plan
Task 3	Dredge aeration lagoon: City will work with contractor to restore aeration lagoon profiles to the 2001 original profile as noted in figures 2- through 4, below. City will also work with contractor to reestablish the staff gauge in the lagoon at the correct depth, if needed.
Task 4	Dispose of sediment properly: City will dewater the dredged sediment, and ensure all sediments removed from aeration lagoon are properly disposed.
Task 5	Project Summary Report: City will prepare a project summary report for WSDOT detailing key project elements and demonstrating compliance with US EPA requirements for maintenance.

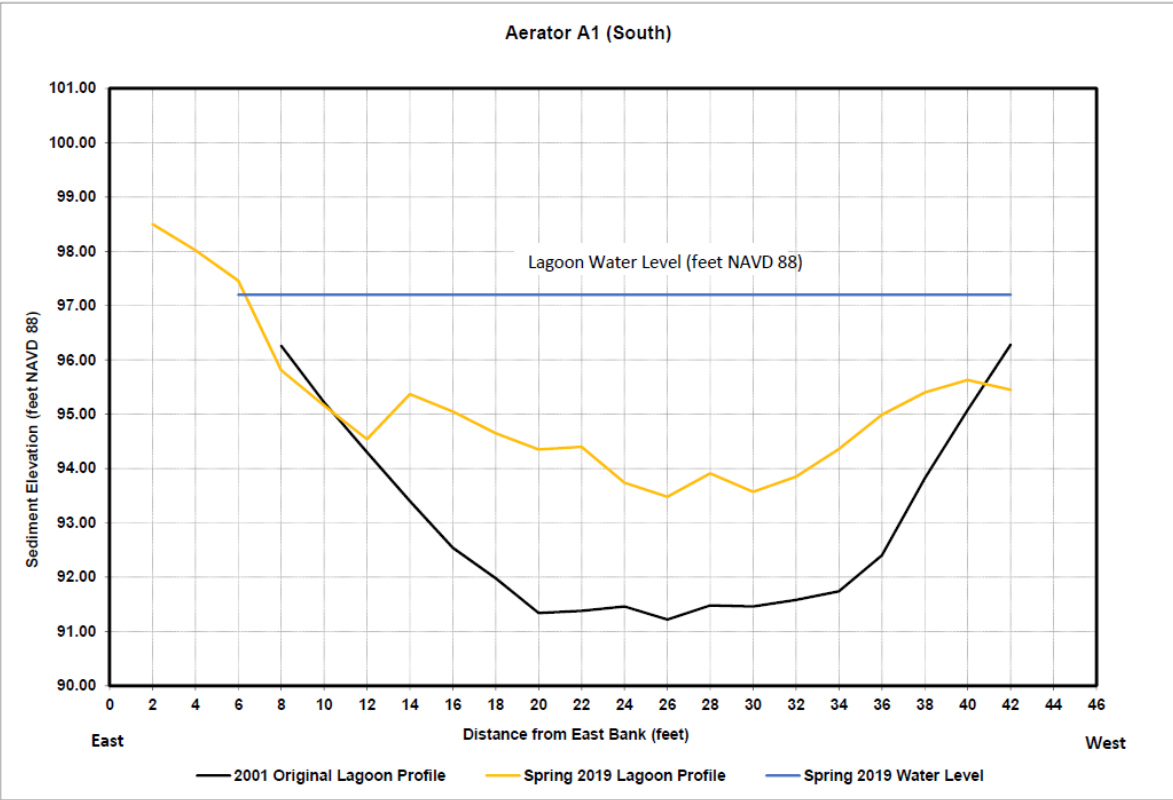


Figure 2: South transect of aeration lagoon.

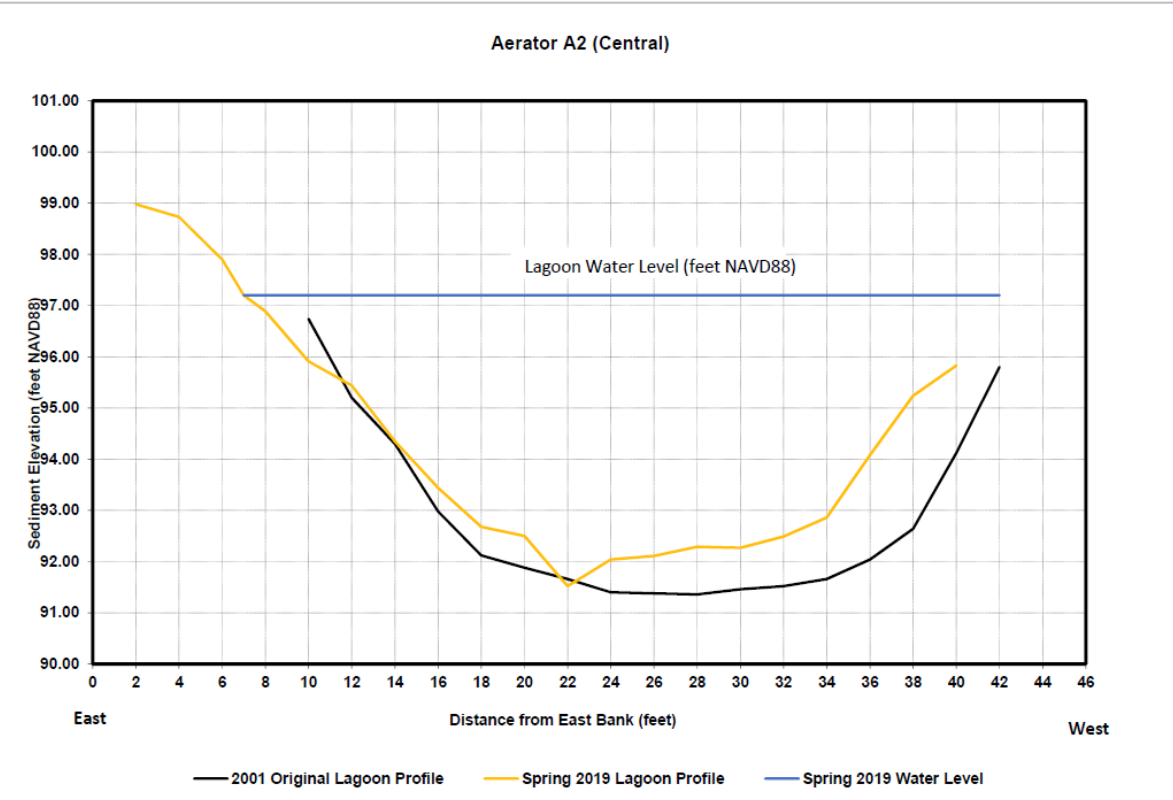


Figure 3: Central transect of aeration lagoon.

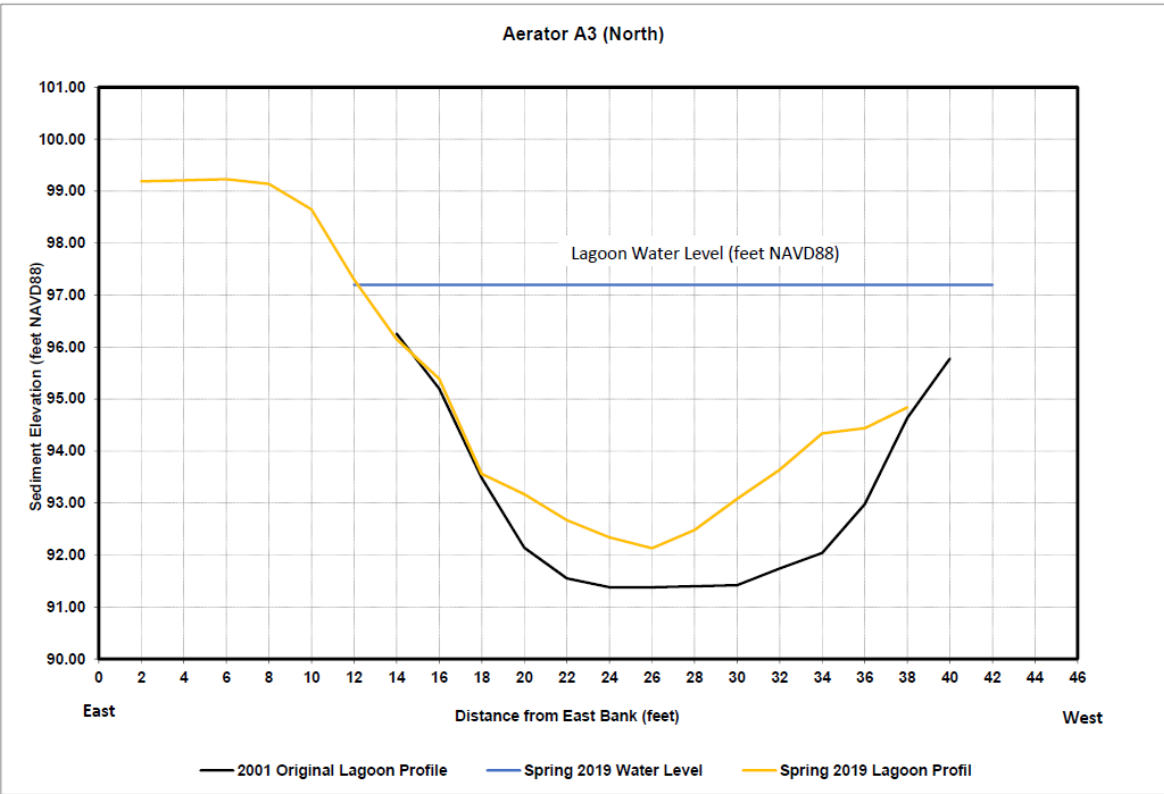


Figure 4: Northern transect of aeration lagoon.

TO: Public Works Committee
FROM: Mary Heather Ames, Transportation Manager
DATE: May 19, 2022
SUBJECT: Resolution No. R2022-007, Six-Year Transportation Improvement Program (TIP) 2023-2028

1) Recommended Action:

Staff requests the Public Works Committee review and provide comments on the proposed Six-Year Transportation Improvement Program (TIP) update for 2023-2028.

A public hearing before the full City Council is planned for Tuesday, June 7, 2022, to consider Resolution No. R2022-007, adopting the City's Six-Year Transportation Improvement Program for 2023-2028.

2) Background:

RCW 35.77.010 requires that each city and town adopt annually, following a public hearing, a Six-Year Transportation Improvement Program detailing projected needs for city transportation improvements. Any project proposed for federal or state funding must appear in this program.

The proposed 2023-2028 TIP includes transportation projects included in the City's Comprehensive Plans, including the Capital Facilities Plan, Transportation Plan, and Recreation and Open Space Plan. It also includes projects that have been identified since the aforementioned plans were adopted. Projects are based on projected growth and available or projected funding. The time lines identified may change depending on growth and the availability of funding.

3) Policy Support:

Strategic Goal C. Create and Maintain a Transportation System Safe for all Modes of Travel
- Ensure sustainable funding to maintain and improve streets and sidewalks

4) Alternatives:

- ☐ Approve the project list as presented.
 - ☐ Recommend revisions to the project list.
-

5) Fiscal Notes:

Fiscal impacts of the Six-Year TIP will be identified through the on-going Capital Facilities Plan and budget processes. Current projected funding needs and sources are identified in the TIP.

6) Attachments:

- A. DRAFT Resolution No. R2022-007
- B. DRAFT Six-Year TIP Project Map, 2023-2027

RESOLUTION NO. R2022-007

A RESOLUTION of the City Council of the City of Tumwater, Washington adopting a Six-Year Transportation Improvement Program for 2023-2028.

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

WHEREAS, the Tumwater City Council held a public hearing on June 7, 2022, to consider the 2023-2028 Six-Year Transportation Improvement Program detailing projected needs for street construction; and

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

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

Section 1. Adoption. The City of Tumwater's Six-Year Transportation Improvement Program for 2023-2028, attached hereto as Exhibit "A", is hereby adopted.

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

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

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

RESOLVED this ____ day of _____, 2022.

CITY OF TUMWATER

ATTEST:

Debbie Sullivan, Mayor

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Resolution No. R2022-007 – Page 1 of 1



Six Year Transportation Improvement Program Summary 2023 - 2028

Map #	Project Name	Phase in TIP*				Description	6-Year TIP Planned Fund Source / Project Cost			TIP Cost Fully Funded
		PLN	PE	RW	CN		Grant	Local	Total	
CAPACITY										
1	I-5 / Trosper Rd / Capitol Blvd Reconfiguration				X	Realign northbound Interstate 5 on/off ramp, construct new extension of 6th Avenue between Trosper Road and Lee Street, construct three roundabouts.	\$2,450,000	\$2,275,000	\$4,725,000	Yes
2	E Street Connection		X	X		Engineering and right of way acquisition for E Street Connection. Construct new roadway with sidewalk, illumination, storm drainage, and intersection improvements connecting Capitol Boulevard and Cleveland Avenue.	\$6,600,000		\$6,600,000	No
3	Brewery District Plan - Streetscape Improvements		X		X	Implementation of select elements developed from the Brewery District Plan.	\$722,500	\$127,500	\$850,000	No
4	93rd Avenue / Case Road Roundabout			X		Property acquisition for future replacement of 4-way stop with a roundabout.		\$50,000	\$50,000	No
5	Henderson Boulevard Bridge		X			Design for future bridge replacement or widening to add capacity including non motorized facilities.	\$212,500	\$37,500	\$250,000	No
6	Old Highway 99 Corridor Improvements - 79th Avenue to 73rd Avenue		X	X	X	Design and construct urban road section and improvements determined from corridor plan. To include addition of traffic lanes, turn lanes, multi-modal facilities, illumination, storm drainage, landscaping, medians and intersection improvements.	\$1,750,000	\$1,750,000	\$3,500,000	No
7	Old Highway 99 / 79th Avenue Roundabout		X	X		Design and construct roundabout at the intersection of Old Highway 99 and 79th Avenue.		\$2,500,000	\$2,500,000	No
8	Capitol Boulevard / Linwood Avenue Roundabout		X	X	X	Property acquisition for future replacement of existing signalized intersection with a roundabout.		\$80,000	\$80,000	No
9	Tumwater Boulevard Interchange		X	X	X	Design, acquire right-of-way, and construct improvements to the Tumwater Boulevard / I-5 Interchange. Phased project with an interim signal followed by a roundabout, a second roundabout, and overpass widening. Funds shown are for a temporary signal and one roundabout.	\$4,322,500	\$2,327,500	\$6,650,000	No

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



Six Year Transportation Improvement Program Summary 2023 - 2028

Map #	Project Name	Phase in TIP*				Description	6-Year TIP Planned Fund Source / Project Cost			TIP Cost Fully Funded
		PLN	PE	RW	CN		Grant	Local	Total	
PRESERVATION / ENHANCEMENT / MAINTENANCE										
10	Pavement Maintenance Program		X		X	This program provides for the maintenance and preservation of city streets, including Transportation Benefit District (TBD) projects.		\$12,600,000	\$12,600,000	Yes
11	Capitol Boulevard Corridor Plan, Israel Road to M Street Design		X			Design-only project to complete preliminary engineering including 60 to 100% design plans, specifications and estimates, preliminary right of way activities and permitting for future construction project(s) identified in the Capitol Boulevard Corridor Plan. Project is both enhancement and multimodal.	\$640,000	\$160,000	\$800,000	Yes
12	Capitol Boulevard Plan, Corridor Improvements			X	X	Right of way acquisition for properties on the alignment of the N-S Road between Linda and Ruby Streets along with design and construction of select ADA and neighborhood improvements per the Capitol Boulevard Corridor Plan.		\$950,000	\$950,000	No
13	Tumwater Town Center Connector Road		X		X	Portion of new street between Israel Road and Tumwater Boulevard derived from the Town Center Plan in partnership with the Port of Olympia or their tenants in order to provide additional access for the Town Center area.		\$350,000	\$350,000	No
14	Linwood Avenue Safety Improvements		X		X	Sidewalk infill and traffic calming on school walking routes in the vicinity of Michael T. Simmons Elementary School, in addition to pedestrian and vehicular safety improvements at the intersections of Linwood Avenue with 2nd Avenue and Lake Park Drive.	\$674,700	\$105,300	\$780,000	Yes
15	Safe Routes to School Program		X		X	Projects in this program seek to improve pedestrian and bicyclist safety near schools. Projects include sidewalks, lighting, ADA ramps, signage, markings, education, beacons and other improvements.	\$255,000	\$45,000	\$300,000	No
16	Traffic Signal Controller & Detection Upgrade		X		X	This project will replace the controllers and necessary associated hardware at eight intersections and will upgrade the detection equipment to current standard cameras at six intersections throughout Tumwater.	\$302,750	\$47,250	\$350,000	Yes
17	X Street Roundabout			X	X	Construction of a roundabout at the intersection of Capitol Boulevard and X Street as proposed in the Capitol Boulevard Corridor Plan.	\$866,750	\$4,193,250	\$5,060,000	Partially Funded

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



Six Year Transportation Improvement Program Summary 2023 - 2028

Map #	Project Name	Phase in TIP*				Description	6-Year TIP Planned Fund Source / Project Cost			TIP Cost Fully Funded
		PLN	PE	RW	CN		Grant	Local	Total	
PRESERVATION / ENHANCEMENT / MAINTENANCE cont'd										
18	I-5 & SR 121/93rd Avenue SE Interchange Improvements Study	X				In partnership with WSDOT, study to examine safety and multimobility issues, analyze alternatives, and conduct an Intersection Control Evaluation (ICE) at the intersections, if applicable.	\$129,750	\$20,250	\$150,000	No
MULTIMODAL										
19	Deschutes Valley Trail, Segment A2		X		X	Construction of a paved walking/bicycling trail connection from Tumwater Falls Park to E Street.	\$2,000,000	\$1,000,000	\$3,000,000	No
20	Deschutes Valley Trail, Segment B		X		X	Construction of a paved walking/bicycling trail connection from Tumwater Valley Golf Course to south of E Street.		\$750,000	\$750,000	No
21	Deschutes Valley Trail, Segment C		X		X	Construction of a paved walking/bicycling trail connection from Tumwater Valley Golf Course to T Street.		\$3,000,000	\$3,000,000	No
22	Deschutes Valley Trail, Segment D		X		X	Construction of a paved walking/bicycling trail connection from T Street to Pioneer Park.	\$3,800,000	\$1,000,000	\$4,800,000	No
23	Mottman Road Improvements		X		X	Installation of sidewalk and street improvements on portions of Mottman Road. The project will have similar improvements to City of Olympia's portion (joint project).	\$1,700,000		\$1,700,000	Yes
24	Multimodal Improvements and Traffic Calming		X	X	X	Miscellaneous pedestrian, ADA ramp, and traffic calming improvements at various locations throughout the city.		\$2,280,000	\$2,280,000	Yes
25	2nd Avenue Pedestrian Improvements		X	X	X	Curb ramp replacement and sidewalk infill along 2nd Avenue from Linwood Avenue to Desoto Street.	\$583,875	\$291,125	\$875,000	No
26	Rural Road and Linwood Avenue Shoulder Improvements		X	X	X	Construct widened shoulder along Rural Road from 48th Avenue to Linwood Avenue and on Linwood Avenue near Pioneer Street.		\$510,000	\$510,000	No
27	Israel Road and Linderson Way Pedestrian and Bicycle Improvements		X		X	Roadway and multi-modal improvements at the intersection of Israel Road and Linderson Way including construction of refuge island(s), reconstruction of select sidewalk segments and curb ramps, add bike lanes, signal improvements, roadway and other improvements.	\$663,250	\$1,346,750	\$2,010,000	Yes
28	Sapp Road Ped/Bike Improvements				X	Sidewalk and bike lanes associated with the Percival Creek Fish Passage Barrier Removal project.		\$125,000	\$125,000	No
						Totals	\$27,673,575	\$37,796,425	\$65,470,000	

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

City of Tumwater Six-Year TIP 2023-2028 Project Map

LEGEND

	Capacity
	Preservation/ Enhancement
	Multimodal

CAPACITY

1. I-5 / Trosper Rd / Capitol Blvd Reconfiguration
2. E St Extension
3. Brewery District Plan - Streetscape Improvements (Not Shown)
4. 93rd Ave / Case Rd Roundabout
5. Henderson Blvd Bridge
6. Old Highway 99 Corridor Improvements - 79th to 73rd Ave
7. Old Highway 99 / 79th Ave Roundabout
8. Capitol Blvd / Linwood Ave Roundabout
9. Tumwater Blvd Interchange

PRESERVE / ENHANCE

10. Pavement Maintenance Program
11. Capitol Blvd Corridor Plan, Israel Rd. to M Street Design
12. Capitol Blvd Corridor Plan, Corridor Improvements
13. Tumwater Town Center Connector Road
14. Linwood Ave Safety Improvements
15. Safe Routes to School Program (Not Shown)
16. Traffic Signal Controller & Detection Upgrade (Not Shown)
17. X Street Roundabout
18. I-5 & SR121 / 93rd Ave SE Interchange Improvements Study

MULTIMODAL

19. Deschutes Valley Trail, Segment A2
20. Deschutes Valley Trail, Segment B
21. Deschutes Valley Trail, Segment C
22. Deschutes Valley Trail, Segment D
23. Mottman Rd Improvements
24. Multimodal Improvements and Traffic Calming (Not Shown)
25. 2nd Ave Pedestrian Improvements
26. Rural Rd and Linwood Ave Shoulder Improvements
27. Israel Rd and Linderson Way Pedestrian and Bicycle Improvements
28. Sapp Road Ped/Bike Improvements

TO: Public Works Committee
FROM: Dan Smith, Water Resources and Sustainability Director
DATE: May 19, 2022
SUBJECT: Percival Creek Fish Passage Barrier Replacement Update

1) Recommended Action:

None-item is for discussion only.

2) Background:

The culvert conveying Percival Creek under Sapp Road has been identified as a fish passage barrier due to slope. The City plans to replace the existing culvert with a larger one that will allow fish to pass under the road uninhibited and improve the roadway by adding sidewalks and bike lanes in both directions. The WRS department has been working with PBS Engineering and Environmental to complete final design deliverables and permitting. This presentation will cover project updates including the project including culvert size, stream alignment, utility coordination, road closure for construction, roadway configuration, and easement status of the project.

3) Policy Support:

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

- Enhance salmon runs

4) Alternatives:

☐ NA

5) Fiscal Notes:

Tumwater received a \$79,600 grant from the Washington State Department of Recreation and Conservation's Salmon Recovery Funding Board to cover approximately 50% of the total costs for the design and permitting phase of this project. The total cost is \$159,378 with the stormwater utility covering the other 50%. Designs are still being completed, but the anticipated construction cost to complete this project is \$1,838,000. The WRS department is applying for two grants to cover these costs, a Brian Abbott Fish Barrier Removal Board Grant seeking \$1,459,450 and a Salmon Recovery Funding Board Grant seeking \$257,550. The WRS department is working with TED to secure funding for the \$121,000 that specifically pertains to roadway improvements (side walk and bike lane additions) that are not eligible for funding under the other two salmon focused grant WRS is seeking funding from.

6) Attachments:

None