



**PUBLIC WORKS COMMITTEE**  
**\*\*AMENDED AGENDA\*\***

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

**Thursday, June 09, 2022  
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes - May 5, 2022
- [4.](#) Percival Creek Sewer Overflow Update – SmartCover Level Monitor (Steve Craig)
- [5.](#) Drainage Design and Erosion Control Manual Revisions (Dave Kangiser)
- [6.](#) PSE Schedule 74 Project Plan (Bill Lindauer)
- [7.](#) Interlocal Agreement Between the City of Tumwater and Tumwater School District for the Barnes Boulevard and Ridgeview Loop Crossing Improvements (Mary Heather Ames)
- [8.](#) Pioneer Park Riparian Restoration Service Provider Agreement (Meridith Greer)
- [9.](#) Hopkins Drainage District #2 Update (Dan Smith)
10. Additional Items
11. Adjourn

**Meeting Information**

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

**Watch Online**

<https://us02web.zoom.us/j/82178697211?pwd=enY4MHFVVVFveWlQcFpJRjFJTjBidz09>

**Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 821 7869 7211 and Passcode 267260.

**Public Comment**

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

**Post Meeting**

Audio of the meeting will be recorded and later available by request, please email [CityClerk@ci.tumwater.wa.us](mailto: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](mailto: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](mailto:ADACoordinator@ci.tumwater.wa.us).

**TUMWATER PUBLIC WORKS COMMITTEE  
MINUTES OF VIRTUAL MEETING  
May 5, 2022 Page 1**

**CONVENE:** 8:00 a.m.

**PRESENT:** Councilmembers Michael Althausen and Charlie Schneider.

Excused: Chair Eileen Swarthout.

Staff: Transportation and Engineering Director Brandon Hicks, Water Resources and Sustainability Director Dan Smith, Communications Manager Ann Cook, Capital Projects Manager Don Carney, Water Resources Specialist Dave Kangiser, Community Engagement Marnie McGrath, Community Engagement Specialist Brianna Feller, and Administrative Assistant Cathy Nielsen.

**PUBLIC HEARING:**

**2022 - 2035 BARNES  
LAKE MANAGEMENT  
DISTRICT (BLMD)  
ASSESSMENT  
INCREASE:**

Specialist Kangiser reported the proposed Barnes Lake Management District assessment increase was moved forward from the Barnes Lake Management District Steering Committee. The committee received letters of support as well as a letter of objection on the proposed increase. Ten letters and one email conveyed support for the increase with one objection from a property owner appealing the proposed increase, which likely will be denied because of the terminology of the assessment. The property has lake access and will be assessed as a property with direct access to the lake.

Staff requests the committee recommend approval to the City Council of Resolution No R2022-008, adopting a 5% annual increase to the Barnes Lake Management District Roll and Rates of Charges from 2022 through 2035 following public testimony.

Councilmember Althausen asked about the basis for the objection by the property owner. Specialist Kangiser said the property owners believe the lake should be left in its natural state and eventually return to a meadow without vegetation maintenance. The owners are also appealing their property as lakefront property because the property line of the parcel does not touch the water; however, the owners have lake access, which by definition is assessed a lake access fee.

Councilmember Althausen opened and closed the public hearing at 8:04 a.m. There was no public testimony.

**MOTION:** Councilmember Schneider moved, seconded by Councilmember Althausen, to recommend the City Council approve Resolution No. R2022-008, adopting a 5% annual increase to BLMD Roll of Rates and Charges for 2022-2035. A voice vote approved the motion.

**CITY OPERATIONS  
AND MAINTENANCE**

Manager Carney briefed the committee on the status of the Operations and Maintenance Facility and the planned community meeting on May 18, 2022.

**TUMWATER PUBLIC WORKS COMMITTEE****MINUTES OF VIRTUAL MEETING****May 5, 2022 Page 2****FACILITY:**

The updated site plan places all facilities on the western half of the property on the west side of 79<sup>th</sup> Avenue with a small parking lot located on the eastern half of the property on the west side of 79<sup>th</sup> Avenue. The neighborhood park and kettle are located north of the small parking lot on the eastern half of the property. Site buildings and uses include:

- Administration/Crew Building including public meeting space
- Fleet maintenance building
- Maintenance crews work shops
- Covered vehicle storage
- Fueling and vehicle wash
- Material storage (salt, sand, de-icing agent, brine storage, etc.)
- Open storage bins (tree limbs, asphalt cold mix, wood chips, gravel, etc.)
- Staff parking
- Landscaping, storm water facilities and fencing.

The cost of the project is \$36 million, which includes the roundabout at 79<sup>th</sup> Avenue and Old Highway 99, neighborhood park, and a sidewalk on the south side of 79<sup>th</sup> Avenue for access from the facilities to Old Highway 99. The project also includes remodeling the existing operations and maintenance facility and moving Facilities to that location. Facilities is currently housed at the old fire station. The old fire station will also be remodeled. Construction costs continue to be very volatile with no guarantee that the project cost will stay firm until construction begins.

The consultant was asked to provide more renditions of the site plan for the community meeting. Manager Carney displayed several of the renditions from different views. An aerial photograph was displayed of the facilities on the west side of the parcel and the neighborhood park and kettle area on the east side of the parcel. The park will serve to separate the maintenance and operations facilities from the neighborhood.

The roundabout will encroach into the airport property to some degree. The consultant team also provided an animation video depicting vehicle movement.

Councilmember Althausen asked about vehicle access to the facilities. Manager Carney reported 79<sup>th</sup> Avenue would serve as the main entrance to the facilities with another access onto Trails End Drive as an alternative to exit the site. Using 79<sup>th</sup> Avenue as the main access would be much more convenient and efficient for traffic as the vehicles would likely be driving to Old Highway 99.

Manager Carney reviewed project revisions in response to the 2018 open house feedback. One change is removing Facilities from the site with



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Facilities relocated to the existing operations and maintenance facility after the facility is remodeled. The result reduced the site plan building and parking by 30% with a smaller building site. Staff engaged in some noise-limiting strategies, increased covered parking, enclosed storage to improve aesthetics, added the roundabout, and added the completion of sidewalks on the south side of approximately 650 feet of sidewalk. The City has committed to an all-electric facility and is adding solar panels to assist in achieving that outcome. Electric vehicle infrastructure will be installed to accommodate the City's electric fleet and future electric cars.

Manager Cook reviewed community engagement strategies for the project. She explained that she has worked in communications for many years and has always been seeking a model that enables staff to "lean in and listen" to the community. She and City Administrator Doan have a shared experience in a community where he worked for a city and she worked for school district on a joint project to close an aging pool facility. During that process, she observed how traditional community meetings typically begin with a presentation followed by participants asking questions. Closure of the pool was important and many participants were representing organized groups, such as swim teams making it difficult to ensure equity of voices. Many participants signing up to speak during the council and school board meetings were single parents or elderly couples and because of the number of speakers, they often left the meetings without speaking. It was always challenging to ensure equity of voices, as well as leaning in and listening. She eventually discovered a model that enabled staff to consider the objective of the meeting and the desired outcomes. The model includes a matrix with a scoring application of affected stakeholders. The model describes the upcoming community meeting as an informed and consult meeting. The meeting will include an update on what the community shared in 2018 and the current plan and differences between the old and new plan with input from participants. The meeting format will include mini information kiosks with subject matter experts to listen to the community to identify any problems that could be resolved immediately. The project's architects, engineers, and traffic engineer will be available to answer concerns and questions. Often, it is possible to make small adjustments that do not impact the budget. Some adjustments can be easily accommodated when the right people are available to respond.

Manager Cook shared that she was involved in one of the largest school bond projects in the state. The project included an operations facility, a bus garage of 120 school buses, a central kitchen, warehouse delivery, and a high school and middle school in the center of a large residential neighborhood. The comments she received were similar to the comments the City has received to date, such as residents upset with a 120 buses traveling through a dense residential area. The same model was employed for the public meetings with similar conversations as the 2018 meeting generated. She learned many things, such as the availability of mitigation strategies the

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architects can use for queuing vehicles, screening, or odor/noise control.

Manager Cook shared photographs of previous meetings with subject matter experts speaking in small group settings with community members in an open house format enabling community members to rotate between different subject areas of a project. Individuals will have a variety of ways to offer and submit feedback through feedback forms or a one-on-one meeting with a staff member. Staff will also document all questions during the meeting.

Councilmember Althausen asked how the information obtained by staff and the consultants would be distilled and shared with the Council. Manager Cook advised that all feedback would be entered into an Excel spreadsheet and documented as to whether an answer was provided or identification of a preferred method for conveying responses. All suggestions would be forwarded to the engineering team. The spreadsheet would be accompanied with a summary document, such as an executive summary with the information shared with the Council and posted on the website. Another subpage would continually be updated. Homeowner association presidents have been contacted for assistance in communicating the community meeting. Manager Cook advised that she has attended one HOA meeting and staff plans to attend other meetings as needed. Those meetings included discussions on traffic improvements, neighborhood traffic, and the project. The City is also publicizing the meeting through Nextdoor.

Councilmember Schneider asked whether there is any intent to conduct future meetings. Manager Cook said the Council directed staff to engage with the community. The May meeting is the first meeting. Other sessions could be scheduled as well. Councilmember Schneider suggested contacting the school district for possible use of school libraries for meeting locations.

Councilmember Schneider asked about number of acres required for the new downsized project. Director Hicks advised that the total acreage of the site is 22.2 acres between the two parcels. Approximately 15 acres would be dedicated to the park and approximately 6.6 acres would be dedicated to the operations and maintenance facility on the western half of the property with reservation of a small rectangle for staff parking on the eastern side of the property.

Councilmember Schneider conveyed that his concern is placing the facility in a neighborhood but he is open to the idea as long as he understands how the community feels about the issue. His other concern is funding for the facility, which will undoubtedly increase. He's appreciative of the community meetings and plans to attend but does not intend to engage with the public. He has scheduled a tour of the current facilities to learn about programming needs. He supports the process and appreciates staff considering the concerns by the Council to attend the meeting.

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Councilmember Althaus said he appreciates the format of meeting community members one-on-one and having conversations with subject matter experts. He is also appreciative of the level of transparency the process offers both in the meetings and through the availability of information.

Manager Cook thanked the committee for the feedback. In the next several days, staff is focusing on addressing some misinformation and outdated information. Councilmember Althaus agreed that much of misinformation is actually new information as the project has been revised and that information needs to be shared with the community.

Manager Cook introduced the City's two newest Community Engagement Specialists, Marnie McGrath and Brianna Feller. Specialist McGrath recently joined the City this week and she will serve as the lead for the Operations and Maintenance project for communications. Specialist McGrath has much experience in capital projects with Seattle Public Utilities, King County Department of Transportation, and seven years with the Association of Washington Cities. She understands city processes.

The committee welcomed Specialists McGrath and Feller to the City.

**ADJOURNMENT:**

**With there being no further business, Councilmember Althaus adjourned the meeting at 8:45 a.m.**

Prepared by Puget Sound Meeting Services, [psmsoly@earthlink.net](mailto:psmsoly@earthlink.net)

TO: Public Works Committee  
FROM: Steve Craig, Water Resources and Sustainability Utilities Operations Manager  
DATE: June 9, 2022  
SUBJECT: Percival Creek Sewer Overflow Update – SmartCover Level Monitor

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1) Recommended Action:

None. Item is discussion only.

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2) Background:

Following previous sanitary sewer overflows in the area of Somerset Hill Drive at Percival Creek, staff will provide an update on operational efforts to minimize sewer overflows and an overview of the active SmartCover Level Monitoring system.

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3) Policy Support:

Vision / Mission / Beliefs:

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

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4) Alternatives:

☐ None.

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5) Fiscal Notes:

None.

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6) Attachments:

A. None.

TO: Public Works Committee  
FROM: Dave Kangiser, Water Resources Specialist  
DATE: June 9, 2022  
SUBJECT: Drainage Design and Erosion Control Manual Revisions

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1) Recommended Action:

Staff requests the Public Works Committee recommend the City Council make a motion to adopt the revisions to the Drainage Design Erosion Control Manual.

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2) Background:

The Department of Ecology is requiring the City to update its Drainage Design and Erosion Control Manual (DDECM) according to Appendix 10 of the National Pollutant Discharge Elimination System (NPDES) Permit. The revised Manual has gone through a six-week public comment period, which ended on March 5, 2022, and a listening session that was provided on May 12, 2022. Water Resources and Sustainability Staff recommend that the 2022 Drainage Design and Erosion Control Manual be adopted effective July 1, 2022 to meet the Department of Ecology's deadline.

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3) Policy Support:

- We act to preserve and enhance the natural environment and the social fabric of our community.
  - Reduce ground and surface water impacts associated with street and freeway runoff and urban activity.
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4) Alternatives:

- ☐ This is to comply with the NPDES Permit issued to the City of Tumwater by the Department of Ecology. Alternative guidance to policy recommendations may be suggested, if needed.
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5) Fiscal Notes:

None.

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6) Attachments:

A. 2022 DDECM Updates Reference Document

## City of Tumwater Drainage Design and Erosion Control Manual

July 1, 2022 Updates

(National Pollutant Discharge Elimination System Permit Phase II Appendix 10)

*Ecology determined that the following list shall be used to amend any enforceable documents, including codes, ordinances, director's rules, public rules and/or manuals, to be functionally equivalent to Appendix I in the Western Washington Phase II Municipal Stormwater Permit (effective August 1, 2019) and the required portions of Ecology's 2019 Stormwater Management Manual for Western Washington (SWMMWW).*

### **Requirement #1:**

**Update Text:** Text throughout the SWMMWW has been updated to require continuous simulation models that include:

- The ability to directly model BMPs that may be used in LID applications, such as bioretention, permeable pavement, and green roofs.
- 15-minute time steps
- Incorporation of the van Genuchten algorithm to model bioretention.

### ***Updated throughout Volume III***

*The new WWHM2012 Version 4.2.18 (August 18, 2021) is updated for Western Washington Hydrology Model that includes several new elements related to Low Impact Development (LID), 15-minute time steps, and incorporated the van Genuchten algorithm for modeling bio-retention. See attached link for more information:*

<https://ecology.wa.gov/DOE/files/fd/fd178640-09c8-400b-ac0b-7071fd2ed985.pdf>

*The van Genuchten is an equation that is used to evaluate water movement through soil.*

### **Requirement #2:**

**Replaced Hard Surfaces Redevelopment Threshold:** The Minimum Requirement Thresholds for non-road related commercial or industrial redevelopment projects have been updated to require the project proponent to compare the value of the proposed improvements to the value of the Project Site (the limits of disturbance) improvements, rather than the Site (the entire parcel) improvements.

### ***Covered in Volume I Section 2.3.2 Redevelopment***

*Redevelopment projects have the same requirements as new development projects in order to minimize the impacts from new surfaces. To not discourage redevelopment projects, replaced surfaces are not required to be brought up to new stormwater standards unless the noted cost or space thresholds are exceeded. As long as the replaced surfaces have similar pollution-generating potential, the amount of pollutants discharged shouldn't be*

*significantly different. However, if the redevelopment project scope is sufficiently large that the cost or space criteria noted above are exceeded, it is reasonable to require the replaced surfaces to be brought up to current stormwater standards. This is consistent with other utility standards.*

### **Requirement #3:**

**Equivalent Areas:** The Redevelopment Project Thresholds have been updated to allow a project proponent to provide Stormwater Management BMPs for an equivalent area. The equivalent area may be on-site, or off-site if the area drains to the same receiving water and the guidance for in-basin transfers is followed.

### ***Updated in Volume I Section 2.3.2 – Redevelopment***

*This guideline helps mitigate stormwater quality and quantity for new and/or redevelopment sites with topographic constraints. Ecology allows that water quality and quantity mitigations can be accomplished in an area off-site. In order to archive this objective, the equivalent area(s) must drain to the same receiving water body as the site(s).*

### **Requirement #4:**

**Minimum Requirement 2:** The 13 Elements in Minimum Requirement 2 (Construction Stormwater Pollution Prevention) have been updated to incorporate changes that were made to the 2015-2020 Construction Stormwater General Permit.

### ***Updated throughout Volume II***

*SWPPP Elements have been updated to align with the Construction Stormwater General Permit:*

- a. SWPPP Element #3 - Control Flow Rates (pg. 2-14):  
*Provide and maintain natural buffers around surface waters, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration, unless infeasible.*
- b. SWPPP Element #9 - Control Pollutants (pg. 2-20):
  - i. *Include Vol. IV Section A2.4 Mobile Fueling of Vehicles and Heavy Equipment as a suggested BMP*
  - ii. *Require spill kits with trained personnel to conduct re-fueling operations.*
  - iii. *Washout of small concrete handling equipment into pre-formed area awaiting concrete where it will not contaminate surface or ground water.*
  - iv. *Include food grade vinegar to adjust pH.*
  - v. *Wastewater management for water-based shaft drilling for construction activities.*
- c. SWPPP Element #11 - Maintain BMPs (pg. 2-23):

*Remove language regarding “Some temporary Construction SWPPP BMPs are biodegradable and designed to remain in place following construction, such as compost socks.”*

*d. SWPPP Element #12 - Manage the Project (pg. 2-27):*

*Define “significant amount”: Appropriate BMPs or design changes shall be implemented as soon as possible whenever inspection and/or monitoring reveals that the BMPs identified in the Construction SWPPP are inadequate, due to the actual discharge of/or potential to discharge ~~a significant amount of~~ any pollutant that will cause or contribute to a violation of surface water quality standards (Chapter 173-201A WAC), groundwater quality standards (Chapter 173-200 WAC), sediment management standards (Chapter 173-204 WAC), and human health-based criteria in the Federal water quality criteria applicable to Washington. (40 CFR Part 131.45).*

**Requirement #5:**

**Minimum Requirement 5:** Minimum Requirement 5 (On-Site Stormwater Management) has been updated to require BMP T5.13 (Soil Quality and Depth) when choosing to use the LID Performance Standard to meet Minimum Requirement 5 for Minimum Requirement 1-5 projects.

***Covered in Volume I Section 2.4.6 – Minimum Requirement #5: On-Site Stormwater Management***

*Minimum Requirement #5 includes post construction soil quality and depth as a required BMP and references See Vol. V Chapter 6 (Ecology BMP T5.13).*

**Requirement #6:**

**Minimum Requirement 7:** Minimum Requirement 7 (Flow Control) has been updated to ensure that a TDA discharging to a marine waterbody meets all exemption requirements before it can be determined to be Flow Control exempt.

***Does not apply***

*No stormwater discharges to marine waters within the City of Tumwater. In the event that water body designations change within the City of Tumwater, we will re-evaluate Minimum Requirement 7.*

**Requirement # 7**

**Concrete Washout BMP:** BMP C154 (Concrete Washout Area) has been updated to clarify that auxiliary concrete truck components and small concrete handling equipment may be washed into formed areas awaiting concrete pour, while concrete truck drums must be washed either off-site or into a concrete washout area.

***Updated in Vol II, BMP C154 and Vol. IV Sections A3.1 and A3.2.***



*Auxiliary concrete truck components (e.g. chutes and hoses) and small concrete handling equipment (e.g. hand tools, screeds, shovels, rakes, floats, trowels, and wheel-barrows) may be washed into formed areas awaiting concrete pour.*

## **Requirement #8**

**Source Control BMPs:** Volume IV (Source Control BMP Library) has been updated with Source Control BMPs for activities not listed in previous versions of the manual. The new activities with Source Control BMPs are:

### ***BMPs that are currently covered in Volume IV:***

- S435 BMPs for Pesticides and an Integrated Pest Management Program *BMP A3.6, A3.11, S.8 6.5*
- S443 BMPs for Fertilizer Application *BMP A3.6*
- S444 BMPs for the Storage of Dry Pesticides and Fertilizers *BMP A4.10*
- S445 BMPs for Temporary Fruit Storage *BMP A4.3*
- S438 BMPs for Construction Demolition *BMP A5.1*
- S451 BMPs for Building, Repair, Remodeling, Painting, and Construction *BMP A5.2*
- S440 BMPs for Pet Waste *BMP 6.8*
- S442 BMPs for Labeling Storm Drain Inlets On Your Property *Appendix IV-D*

### ***BMPs that were updated in Volume IV:***

- S439 BMPs for In-Water and Over-Water Fueling *BMP A2.5 (new)*
- S449 BMPs for Nurseries and Greenhouses *BMP A3.12 (new)*
- S450 BMPs for Irrigation *BMP A3.13 (new)*
- S446 BMPs for Well, Utility, Directional and Geotechnical Drilling *BMP A3.14 (new)*
- S434 BMPs for Dock Washing *BMP A7.16 (new)*
- S441 BMPs for Potable Water Line Flushing, Water Tank Maintenance, and Hydrant Testing *BMP A7.17 (new)*
- S436 BMPs for Color Events *BMP A7.18 (new)*
- S447 BMPs for Roof Vents *BMP A7.19 (new)*
- S452 BMPs for Goose Waste *BMP A7.20 (new)*

## **Requirement #9**

**Wetlands Guidance:** Appendix I-C (Wetland Protection Guidelines) and Minimum Requirement 8 (Wetlands Protection) have been updated to require monitoring and modeling of high value wetlands, if the project proponent has legal access to them. The 2014 wetland guidance is retained, but refined, for modeling requirements for lower value wetlands (and high value wetlands that the project proponent does not have legal access to).

***Updated in Vol. 1 Section 2.4.9 - Minimum Requirement #8: Wetlands Protection***

*Updated Minimum Requirement #8 with flow chart for determining wetland protection level requirements and reference to Appendix I-C – Wetland protection Guidelines in Volume I of the 2019 Stormwater Management Manual for Western Washington (SWMMWW).*

## **Other Drainage Design and Erosion Control Manual updates:**

### **1. Stormwater Bonds:**

*Updated in Vol 1 Ch. 2.4.11 – Minimum Requirement #10: Financial Liability  
Stormwater Bond amount changed from 15% to 25% of stormwater construction costs.*

### **2. Cattail maintenance threshold in wet ponds.**

*Updated throughout Stormwater Facilities Maintenance Guide - Cattail maintenance is required when cattails exceed 25% of surface area of the pond.*

### **3. Remove dead vegetation from stormwater facilities.**

*Updated throughout Stormwater Facilities Maintenance Guide – All dead and dying vegetation shall be removed from all stormwater facilities, including clippings from vegetation pruning. Align with Tumwater Municipal Code 8.04.040 (C)(3).*

### **4. Maintain grasses and weeds in all stormwater facilities to no more than one foot in height.**

*Updated throughout Stormwater Facilities Maintenance Guide – Overgrow, unkept vegetation including grasses and weeds shall be maintained to a height of no more than one foot. Align with Tumwater Municipal Code 8.04.040(C)(3).*

### **5. Maintain catch basins when sediment is greater than 1/3 of the sump capacity.**

*Updated in Volume 4, Chapter 5, Section S9 and throughout Stormwater Facilities Maintenance Guide – Clean catch basins when the depth of deposits reaches 33 percent of the sump depth as measured from the bottom of basin to the invert of the lowest pipe into or out of the basin.*

### **6. Require infiltration facilities to provide a minimum of 6 feet of separation above seasonal high groundwater.**

*Updated in Volume V Section 2.2.2 Step 2: Minimum Requirements for Infiltration Facilities – To maintain consistency with Groundwater Ordinance O2005-003, maintain a minimum separation of six feet between the bottom elevation of the infiltration facility and the season high groundwater table.*

TO: Public Works Committee  
FROM: Bill Lindauer, Engineering Services Manager  
DATE: June 9, 2022  
SUBJECT: PSE Schedule 74 Project Plan

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1) Recommended Action:

Staff requests the Public Works Committee recommend the City Council make a motion authorizing the Mayor to sign the PSE Schedule 74 Project Plan, an agreement to complete utility undergrounding conversion for the I-5/Trosper Road/Capitol Boulevard Reconfiguration Project.

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2) Background:

As part of the I-5/Trosper Road/Capitol Boulevard Reconfiguration Project, all overhead utilities including power will be converted to underground systems. This agreement between PSE and the City of Tumwater (PSE Schedule 74 Project Plan) outlines the scope of work required to complete this work.

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3) Policy Support:

Pursue Targeted Community Development Opportunities – Implement the transformation of Capitol Boulevard

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4) Alternatives:

- ☐ Do not authorize the Mayor to sign the agreement and allow overhead power and utilities to remain overhead within the project limits.
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5) Fiscal Notes:

The funds to complete the Schedule 74 for this project will be from the Transportation CFP. Per the Schedule 74 Project Plan Agreement, the costs for this work will be split at 60% paid by PSE and 40% paid by the City of Tumwater. The current engineering construction cost estimate for the City portion of the work is \$300,000.

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6) Attachments:

A. Schedule 74 Project Plan

# SCHEDULE 74 PROJECT PLAN

Capitol & Trosper conversion



## **Exhibit “A” Project Plan Schedule 74 Underground Conversion**

### **City of Tumwater–I-5/Troster Road/Capitol Boulevard Reconfiguration Project**

PSE Project Number: 101148207

City of Tumwater Project Number: 2017023

4/18/22

Pursuant to Puget Sound Energy (“PSE”) Rate Schedule 74 and as described in this Project Plan, PSE will convert its existing overhead electrical distribution system of 15,000 volts or less to an equivalent Underground Distribution System. This Project Plan describes the scope of construction work (the “Construction Work”) to be performed by PSE and the City of Tumwater (the “City”) for the conversion of certain PSE electrical distribution system facilities as described herein (the “Conversion Project”). Construction of this Conversion Project is contingent upon and shall commence only after both written acceptance of this Project Plan and written execution of a Schedule 74 Construction Agreement by the City and PSE.

This Project Plan includes and consists of:

- Description of the Construction Work to be performed
- Construction Drawings, Standards, Specifications and Requirements for the Construction Work (attached)
- Operating Rights to be obtained for the Conversion Project (attached)
- Construction Work Schedule
- Construction Costs Estimate Summary (attached)

Revisions to this Project Plan must be mutually approved by the City and PSE.

### **Construction Work**

This Conversion Project will replace PSE’s existing overhead electrical distribution system with an Underground Distribution System within the following area (the “Conversion Areas”): Capitol & Troster at the new roundabouts. The Conversion Project is approximately 488’ total feet in length, including laterals and road crossings.

The Conversion Project includes modification or replacement of all existing services lines within the Conversion Area to connect to the Underground Distribution System and removal of PSE’s existing overhead electric distribution facilities (including PSE distribution poles and pole mounted street lights) from the Conversion Area.

#### **Capitol Blvd SE**

- Re-frame existing pole, dead end the current OH 3Ø feeder and re-anchor & guy at P01

- Install new 50' CL-3 pole w/600/200 amp terms & 4''/6'' risers at P02
- Slack span OH 3ø feeder from P01-P02
- Install two 5106 feeder pull vaults (PV1&2)
- Install two 575 primary pull vaults (PV3&4)
- Install of 600amp term & 6'' riser at P10
- Install new 3ø 120/208V PM transformer on easement behind Dutch Bros. Coffee. (5210)
- Install line extension from existing junction vault behind Dutch Bros. (5210).
- Remove poles and all PSE facilities at P03, P04, P05, & P06.

### **Lee St SW**

- Install new 45' CL-2 pole (P08A), guy & anchor on easement 20' south of P08.
- Dead end existing OH 3ø primary wire at P08A & Slack span P08-P08A.
- Primary line extension from existing TUT vault to P08 (road crossing)
- Remove pole P07

### **5210 CAPITOL BLVD SE – Dutch Bros.**

PSE initiated upgrades included in this project consist of: The shallow burial conduit crossing at 5252 Capitol Blvd over the existing communications duct bank will need rigid conduit and concrete encasement.

The following portions of PSE's existing facilities to be converted are located outside of Public Thoroughfare: 5210 Capitol Blvd, and 301 Lee St SW will need easements on private property.

In conjunction with this Conversion Project, PSE will remove its existing street lighting system from the Conversion Area. Provision of a replacement street lighting system within the Conversion Area is not included in this Project Plan. Replacement street lighting service can be provided by separate arrangement in accordance with applicable PSE Tariff Schedules.

## **Responsibilities of Parties**

### **City Responsibilities**

- At least ten (10) business days prior to the scheduled commencement of Construction Work, hold a pre-construction meeting involving all participants in the Conversion Project to review project design, coordination requirements, work sequencing and related premobilization requirements.
- At least ten (10) business days prior to the scheduled commencement of Construction Work, give PSE written notice to proceed with the Construction Work to allow for delivery of PSE materials to the job site and scheduling of PSE's on-site Inspector.
- Provide written notice to customers within the Conversion Area in advance of Conversion Project Construction Work start. The notice will include contact information for both the City and PSE, the expected Conversion Project schedule, anticipation of service interruptions and work required to be performed by customers.
- Coordinate other utility conversion, removal and relocation from PSE's poles.

- e) Provide all surveying for equipment placement, locations, and establish all grade elevations for the Underground Distribution System within the Conversion Area.
- f) Provide all necessary excavation, bedding, backfill, off-site disposal, site restoration and coordination for installation of the Underground Distribution System. This includes trenching, backfill, and restoration for cut-over and transfer of existing underground system and service lines from the existing overhead distribution system to the new Underground Distribution System.
- g) Coordinate private property trenching, excavation and restoration activity with private property owners affected by this Conversion Project.
- h) Provide flagging and traffic control as required for all work performed by the City.
- i) Install and proof all ducts and vaults for the Underground Distribution System (excluding work in ducts or vaults containing energized cables or equipment – see PSE Responsibilities) in accordance with PSE standards and specifications using ducts and vaults provided by PSE. “Proofing” as used herein is defined as verification using a mandrel that the duct and vault system is free and clear of damage, installed to the proper grade and at the proper location and contains a pulling line.
- j) Provide at least five (5) business days’ notice for scheduled delivery of PSE vaults by PSE’s vault supplier.
- k) Provide secure staging and storage area(s) for duct and vault materials provided by PSE. The City shall be responsible for the security and condition of these materials until they are installed and accepted by PSE or returned to PSE’s custody.
- l) Provide labor and equipment for the off-loading of PSE duct and vault materials delivered to the job site.
- m) Promptly following notice from PSE that the Underground Distribution System has been energized, provide notice to customers within the Conversion Area informing them of their obligation and responsibility to convert their overhead service lines to underground service lines as provided by state law or to modify existing underground service lines for connection to the Underground Distribution System. Affected service lines are listed in the Service Lines section of this Project Plan.
- n) Facilitate weekly (or as otherwise agreed by the City and PSE) construction coordination meetings to include all relevant parties participating in the conversion including PSE and its contractor(s), the City and its contractor(s), and other utilities.
- o) Modify, reroute or replace service lines to City owned facilities to connect to the Underground Distribution System.
- p) Following notification from PSE that Construction Work is complete, provide to PSE any Shared Government Costs as provided for in the Construction Agreement.

### **Puget Sound Energy Responsibilities**

- a) Following notice from the City, deliver or cause to be delivered all duct and vault materials to the designated staging/storage area(s). Acknowledge delivered quantities and condition of duct and vault materials by signing shipping manifests.

- b) Accept delivery of the completed duct and vault system once the new system has been proofed (as described above) by the City. PSE will provide a mandrel to the City to be used in proofing of the duct and vault system.
- c) Provide PSE electrical workers to complete duct installation and proofing when such work is performed at or in any energized vault containing energized cables or equipment.
- d) Install (except for ducts and vaults installed by the City) and energize the Underground Distribution System. Provide written notice to the City when the Underground Distribution System is energized.
- e) Perform cut-over and transfer of existing Underground Distribution System and existing underground service lines from the overhead distribution system to the new Underground Distribution System where applicable (see City Responsibility item “f” concerning trenching responsibility). PSE will notify the City for excavation and the affected customers at least two (2) business days prior to installation, transfer, and connection of underground service lines. Affected service lines are listed in the Service Lines section of this Project Plan.
- f) Install and connect replacement underground service lines to single family residences and connect modified and replacement non-residential underground service lines provided by customers within the Conversion Area pursuant to PSE Tariff Schedule 85. Affected service lines are listed in the Service Lines section of this Project Plan.
- g) Remove the existing overhead electric distribution system including, conductors, equipment, down guys, anchors and poles after all service lines to customers within the Conversion Area are connected to the Underground Distribution System and all other utilities have been removed from PSE’s poles. Holes left following removal of poles will be filled with crushed rock and compacted in accordance with applicable City standards or specifications.
- h) Provide flagging and traffic control as required for all work performed by PSE (except as may otherwise be reasonably provided by the City during installation of ducts and vaults in conjunction with City performed trenching, excavation, back-fill and restoration).
- i) Attend weekly (or as otherwise agreed by the City and PSE) construction coordination meetings facilitated by the City and its contractor during periods of Conversion Project construction.

### **Operating Rights**

The Underground Distribution System will be located within Public Thoroughfare except as described in the Operating Rights Attachment. The Construction Work will not be released by PSE for construction until i) all operating rights necessary for the installation of PSE’s facilities have been obtained and have been verified by PSE, or ii) the City otherwise signs an agreement releasing PSE from any and all financial obligations associated with the location or relocation of PSE facilities resulting from commencement of construction prior to acquisition of all identified necessary operating rights.



## **Construction Work Schedule**

The Construction Work will be performed in accordance with the following Work Schedule, unless this schedule is revised by mutual agreement of the City and PSE or circumstances beyond the reasonable control of the City and/or PSE preclude such performance.

**Installation of ducts and vaults:** Will depend on the amount of trench the contractor is able to excavate and backfill each day while maintaining traffic flow..

**Installation and energization of the Underground Distribution System:** TBD-all wire must be installed before cut over to the new infrastructure.

**Removal of overhead facilities:** Poles will cut at the communication level until the foreign facilities are removed. Lumen has asked that pole P03 is gifted to them after our facilities are removed. PSE will relinquish all responsibility to the pole if the City of Tumwater agrees to let the pole stay.

**Work Schedule Restrictions:** This project will be subject to heavy traffic flow at peak times due to freeway on/off ramps and major intersection. There has been no stated expectation of off hour work restrictions from the City of Tumwater at this time.

## **Construction Cost Estimate**

Estimate Breakdown:				
+	Materials		\$124,030	\$161,239
	Construction		\$144,701	\$188,112
	Engineering & Managemer		\$41,343	\$53,746
	Right of Way		\$0	\$0
	Overhead		\$62,015	\$80,619
	FIT		\$41,343	\$53,746
Total Project Cost Range:			<b>\$413,432</b>	<b>\$483,716</b>
Cost Share:				
PSE Estimated Cost	60.00%		\$248,059	\$290,229
GE Estimated Cost	40.00%		\$165,373	\$193,486

The estimated costs to perform the Construction Work and the allocation of costs between the parties are presented in the attached Construction Costs Estimate Summary. These estimated costs are valid for ninety (90) days from the date shown on the attached Construction Costs Estimate Summary. If this Project Plan and a Schedule 74 Construction Agreement are not fully executed within ninety (90) days from this date, the estimated costs shall be subject to revision.

The scope of work provided for in the previously executed Design Agreement has been completed with written acceptance of this Project Plan by the City and PSE. The Construction Cost Estimate reflects and provides for Construction Work costs commencing with PSE attendance at the required pre-construction meeting and receipt of the City's written notice to proceed with Construction Work. Work performed and/or costs incurred by PSE in response to City request following acceptance of the Project Plan and prior to the pre-construction meeting are not included in the Construction Cost Estimate, and shall be subject to addition to the Construction Cost Estimate by revision as described below.

Estimated Inspection and Service Provider outside Services costs are based on 4/19/2022 contract rates. Costs for Construction Work performed by PSE after 7/15/2022 shall be subject to revision to reflect PSE Service Provider contract rates which become effective after this date.

Changes in Construction Work scope, performance and/or schedule can result in actual Construction Costs that differ from estimated costs shown in the Construction Cost Estimate Summary. In the event performance of the Construction Work cannot or does not proceed substantially as provided in this Project Plan, such changes shall promptly be brought to the attention of PSE and the City when anticipated or known and shall be documented in a revision to the Construction Cost Estimate (a "Cost Estimate Revision") mutually agreed and executed by the City and PSE.

### **Project Assumptions**

The project design, construction plans and cost estimates are based on and reflect the following assumptions. Construction conditions that are not consistent with these assumptions may result in a request for change or an equitable adjustment to project compensation under Section 6 of the Construction Agreement and addressed by a Cost Estimate Revision.

### **Cost Assumptions**

1. The Construction Work will be performed in accordance with the Construction Drawings and Construction Work Schedule.
2. PSE's Project Manager will accept or reject (with written justification) the duct and vault installation work performed by the City within five (5) business days notice of completion from the City. In the event PSE rejects any of the ducts or vaults (with reasonable written justification), the City will perform the necessary remedial work. The City will then re-notify PSE and PSE shall have five (5) business days to accept or reject the remedial work.
3. All PSE cables can be pulled through the ducts and vaults system, including existing ducts and vaults if applicable, to be used for the Conversion Project utilizing normal cable pulling equipment and methods.

4. A City Street Use permit is the only permit necessary for PSE to perform its work for this Conversion Project and will be issued within two (2) weeks of PSE submitting a complete permit application (including any supporting documentation reasonably required by the City). There will be no charge for the permit or inspection fees.
5. The estimated daily productivity rate for PSE duct and vault installation is based on the City's contractor opening a minimum of 250' feet of trench per working day. The daily productivity rate is used to estimate the number of days a PSE Inspector will be required during installation of ducts & vaults. The Inspector will be scheduled in full day increments and in one continuous effort. Changes to a continuous schedule require a minimum of five days advance notice and must be mutually agreed between the City and PSE.
6. Attendance by the PSE Project Manager at scheduled weekly construction coordination meetings is included and reflected in the Construction Cost Estimate during periods when the PSE ducts and vaults are actively being installed and when the PSE line crew is performing installation, energization, cut-over and removal work. Attendance at additional meetings that may be requested/required during other periods will be addressed by a Cost Estimate Revision.
7. Traffic control provided by PSE assumes the use of two flaggers, basic signage and simple channelization. Additional traffic control measures are not included and if requested/required will be addressed by a Cost Estimate Revision.
8. Work to be performed by PSE does not include installation and/or removal of Temporary Service facilities at the request of others during construction.
9. Cut-over and transfer work will be completed during regular working hours except as described in Schedule Assumption #3 below. Changes in the performance of this work will be addressed by a Cost Estimate Revision.
10. New guy anchors shall be installed prior to installation of new ducts in the same area.
11. When Fluidized Thermal Backfill (FTB) is used, associated cost will be allocated 100% to PSE when required for a Company Initiated Upgrade and otherwise 100% to the City.
12. Installation of protective bollards may be necessary at some locations and may not be included in the project design. In the event unplanned bollards are required, associated costs will be a Shared Cost and addressed by a Cost Estimate Revision.

### **Schedule**

1. There will be a total of two (2) PSE crew mobilizations as follows: i) one mobilization of an underground line crew for installation of underground conductors and equipment; and ii) one mobilization of an overhead line crew for removal of the existing overhead facilities. Once mobilized PSE crews will have continuous productive work until all PSE Construction Work is complete.
2. All PSE Construction Work will be performed during regular working hours from 8:00am-4:30pm excluding holidays. In the event that lane closures are necessary for performance of work, PSE shall be limited to working between the hours of 9:00am-3:00pm. PSE and the City will mutually agree to weekly work schedules for the Construction Work. PSE shall be

allowed to perform PSE work as scheduled without changes or interruptions caused by other construction activities.

3. PSE customers within the Conversion Area will experience interruption of electric service during performance of the Construction Work when cutting over and transferring system and customer loads from the overhead distribution system to the Underground Distribution System. Cut-over and transfer work will be performed during the regular working hours specified in Schedule Assumption #2 above except as otherwise provided below. PSE will notify customers at least two (2) business days in advance of scheduled service interruptions.

## **Additional Considerations**

### **Service Lines**

Service lines within the Conversion Area must be modified or replaced to provide underground service from the Underground Distribution System as described in attached Service Lines Replacement & Modification Requirements. Performance of the work and associated costs shall be governed by PSE Tariff Schedule 85.

### **New Service**

Connection of new or increased load for City facilities (such as new traffic signals) under terms of PSE Tariff Schedule 85 will be addressed on a separate work order and work sketch. Additional costs may apply and will be quoted separately.

### **PSE Design & Construction Standards**

This Conversion Project has been designed and will be constructed in accordance with PSE design and construction standards in effect as of the date of this Project Plan. PSE standards applicable to Construction Work to be performed by the City have been provided to the City in PSE's "Electric Distribution Trench/Duct/Vault Construction Standards, 2013". All relevant PSE standard described above are attached to this Project Plan by this reference.

### **Temporary Support (Holding) of PSE Poles**

Whenever any pole(s) are required to be temporarily supported (held) due to excavation in proximity to such poles, the City will coordinate with PSE to provide such support. The need to temporarily support such poles shall be determined by PSE, and if required, such support shall be provided by PSE. As used herein, "temporary support" means supporting one or more poles for a continuous working period of ten hours or less.

### **Adjusting Energized Vaults to Final Grade**

If PSE is required to adjust (newly installed) and energized vault lids to final grade PSE will submit a change order to the City for labor and materials required for final adjustment. This

change order will be 100% City Cost. Any “existing” energized vault’s that require final grade adjustments will be performed by PSE at 100% PSE cost.

### **Acceptance of Project Plan**

The City and PSE mutually agree to and accept this Project Plan as of the date indicated below:

For the City:

For PSE:

By: \_\_\_\_\_

By: *James Lengel*

Its: \_\_\_\_\_

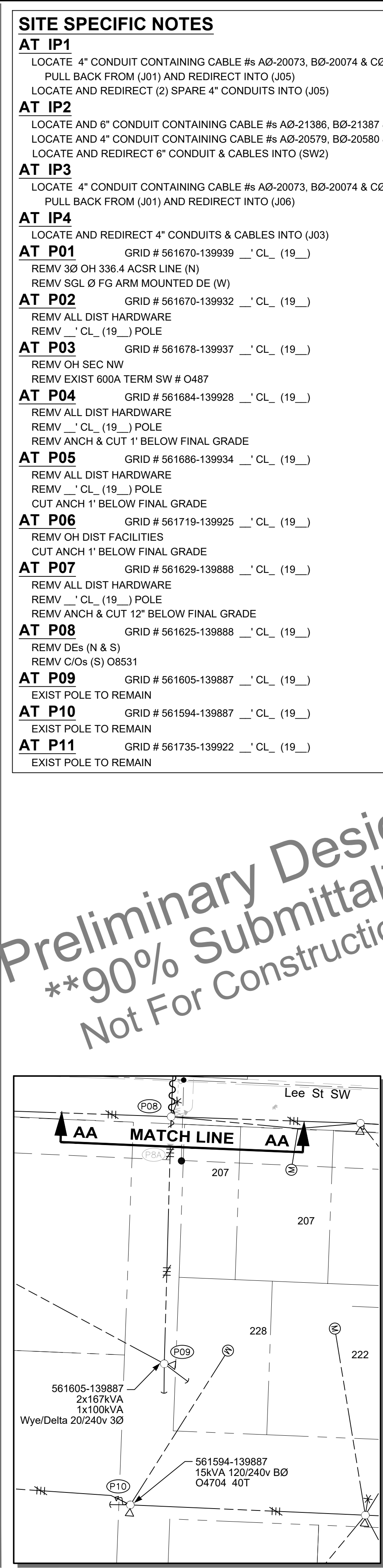
Its: Project Manager

Date: \_\_\_\_\_

Date: 4/19/22


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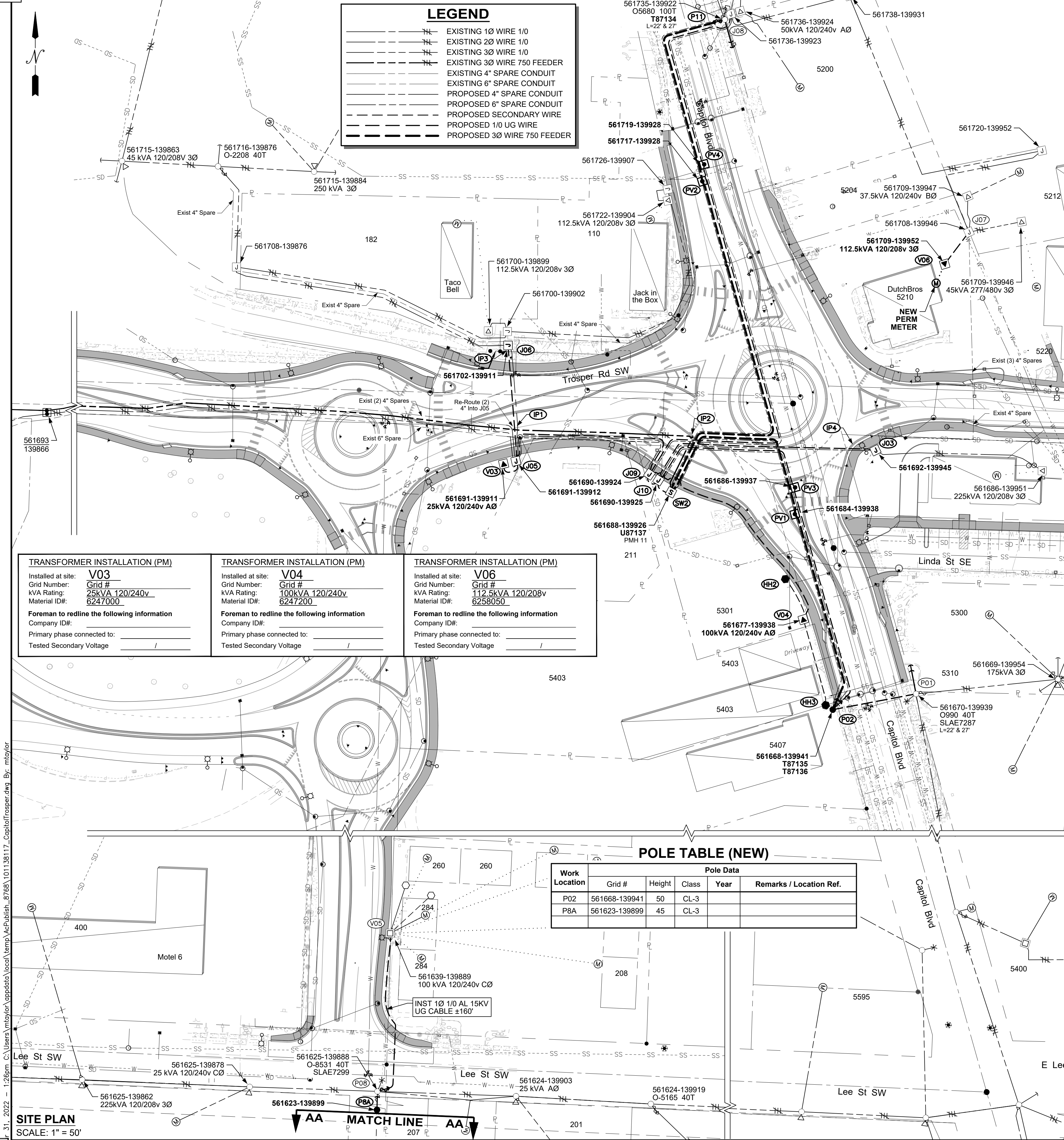


EXIST B

REMOV EXIST SWITCH AND VAULT

JOINT FACILITIES ARRANGEMENTS											
UTILITIES											
CONTACT											
PHONE#											
 <b>PUGET SOUND ENERGY</b>	<b>PI - RAB @ Capitol Blvd &amp; Trosper Rd</b>						<b>AUD</b>	<b>INCIDENT</b>		<b>MAOP</b>	
	PI - Relocate OH & UG Facilities							Gas Order		Elect Order 101138117	
	Trosper Rd SW & Capitol Blvd										
	Removal Plan And Notes										
<b>DESIGNED BY PSE</b>								<b>SCALE</b>		<b>PAGE</b>	
								<b>AS NOTED</b>		<b>02/05</b>	





**SITE PLAN**  
SCALE: 1" = 50'

**SITE SPECIFIC NOTES:**

**AT IP1**  
LOCATE AND REDIRECT (2) SPARE 4" CONDUITS INTO (J05)

**AT IP2**  
LOCATE AND REDIRECT 6" CONDUIT & CABLES INTO (SW2)

**AT IP3**  
LOCATE 4" CONDUIT CONTAINING CABLE #s AØ-20073, BØ-20074 & CØ-20075  
PULL BACK FROM (J01) AND REDIRECT INTO (J06)

**AT IP4**  
LOCATE AND REDIRECT 4" CONDUITS & CABLES INTO (J03)

**AT P01** GRID # 561670-139939 \_' CL\_ (19\_)  
INST FG ARM DE (S) - Std 6033-2030 (DEC3315)  
IN BUCK POSITION  
INST SLACK SPAN DE (W) - Std 6033-5010 (SSF8313)  
INST 7/16" PRI DWN GUY (N) TO 24" PLATE ANCH L=27"  
INST 3/8" NEUT DWN GUY (N) TO 20" PLATE ANCH L=22"

**AT P02** GRID # 561670-139932 \_' CL\_ (19\_)  
REPL \_' CL\_ (19\_) POLE W/ 50' CL3 POLE  
INST SLACK SPAN DE (E) - Std 6033-5010 (SSF312DE)  
INST 200A & 600A DBL TERMINATIONS - Std 6043-1022 (TSU6D31)  
INST SW BOARDS # T87136 (200A) & # T87135 (600A)  
INST GRID # 561668-139941

**AT P08** GRID # 561625-139888 \_' CL\_ (19\_)  
REMOV DEs (N)  
INST 3Ø SLACK SPAN DE (S) - Std 6033-5010 (SSD312)

**AT P8A**  
INST 3Ø SLACK SPAN DE (N) - Std 6033-5010 (SSD312)  
INST 3Ø DE (S) - Std 6033-1040 (DE2315)  
INST GRID # 561623-139899

**AT P11** GRID # 561735-139922 \_' CL\_ (19\_)  
INST 3Ø DE (N) - Std 6033-1042 (DE3315)  
INST 7/16" PRI DWN GUY (S) TO 24" PLATE ANCH L=27"  
INST 3/8" NEUT DWN GUY (S) TO 20" PLATE ANCH L=22"  
INST 600A FEEDER TERM - Std 6043-1020 (TSU3DF1)

**AT J03**  
INST 4'-8"x 7" VAULT & COVER  
INST (3) 4POS J-BOX  
INST (6) L/B ELBOWS & (6) INSUL CAPS  
INST GRID # 561692-139945

**AT J05**  
INST 4'-8"x 7" VAULT & COVER  
INST (3) 4POS J-BOX  
INST (10) L/B ELBOWS & (2) INSUL CAPS  
INST GRID # 561691-139912

**SITE SPECIFIC NOTES Continued:**

**AT J06**  
INST 4'-8"x 7" VAULT & COVER  
INST (3) 4POS J-BOX  
INST (6) L/B ELBOWS & (6) INSUL CAPS  
INST GRID # 561702-139911

**AT J07** GRID # 561708-139946 EXIST 3Ø J-BOX  
INST (3) L/B ELBOWS

**AT J08** GRID # 561736-139923 EXIST 3Ø J-BOX  
INST (3) L/B ELBOWS

**AT J09**  
INST 4'-8"x 7" VAULT & COVER  
INST (3) 4POS J-BOX  
INST (10) L/B ELBOWS & (2) INSUL CAPS  
INST GRID # 561690-139924

**AT J10**  
INST 4'-8"x 7" VAULT & COVER  
INST (3) 4POS J-BOX  
INST (12) L/B ELBOWS  
INST GRID # 561690-139925

**AT V03**  
INST SML UNISTRUT MP HH & GNDS  
SET 25kVA PM XFMR 120/240V FACING SOUTH  
INST L/B ELBOW & INSUL CAP  
INST (3) 6 HOLE #6-350 MCM SEC CONN BARS WITH 5/8" STUD ADAPTERS  
CONNECT CUST RAN UG SVC ( ) RUNS OF \_ UG TPLX  
INST GRID # 561691-139911

**AT V04**  
INST LRG MP HH & GNDS  
SET 100kVA PM XFMR 120/240V FACING SOUTH  
INST L/B ELBOW & INSUL CAP  
INST (3) 6 HOLE #6-350 MCM SEC CONN BARS WITH 5/8" STUD ADAPTERS  
CONNECT CUST RAN UG SVC ( ) RUNS OF \_ UG TPLX  
INST GRID # 561677-139938

**AT V05**  
INST (3) L/B ELBOWS

**AT V06**  
INST 4'8" SQ VAULT W/4'8"x 5'6" COVER  
SET 112.5kVA 3Ø PM XFMR 120/208v FACING NORTH  
INST (3) L/B ELBOWS  
INST ( ) 4 POS SEC CONNECTORS  
INST GRID # 561709-139952  
CONNECT & TAG CUST RAN UG SVC LINES ( ) RUNS OF \_ KCM

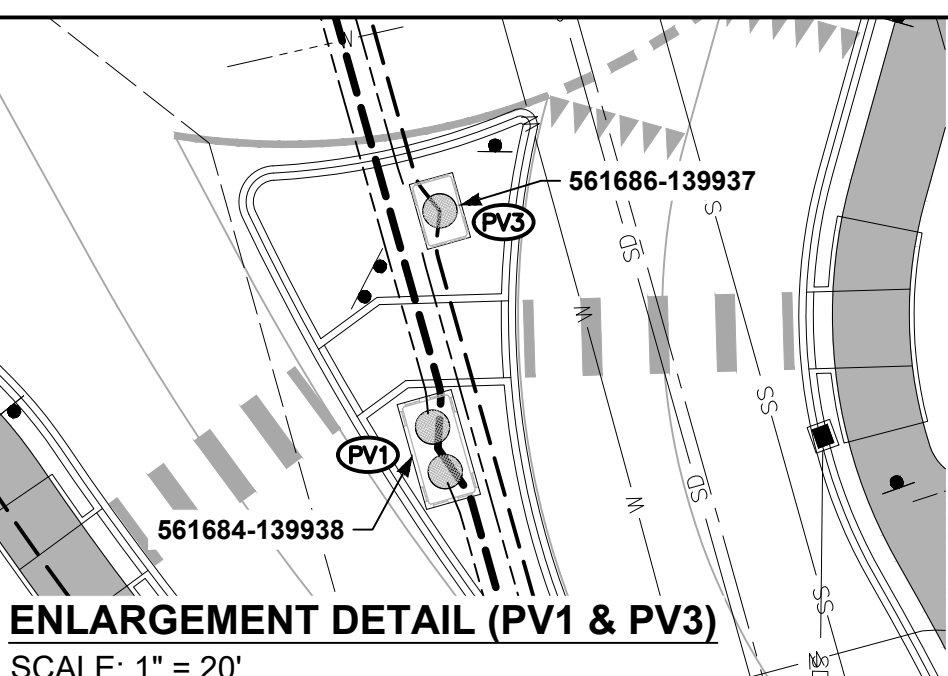
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INST 5106 PULL VAULT WITH TRAFFIC LID - Std 6051-2000 (SVTMHD)  
INST (3) 750 SPLICES - Std 6041-2000 (SPL750)  
INST GRID # 561684-139938

**AT PV2**  
INST 5106 PULL VAULT WITH TRAFFIC LID - Std 6051-2000 (SVTMHD)  
INST (3) 750 SPLICES - Std 6041-2000 (SPL750)  
INST GRID # 561717-139928

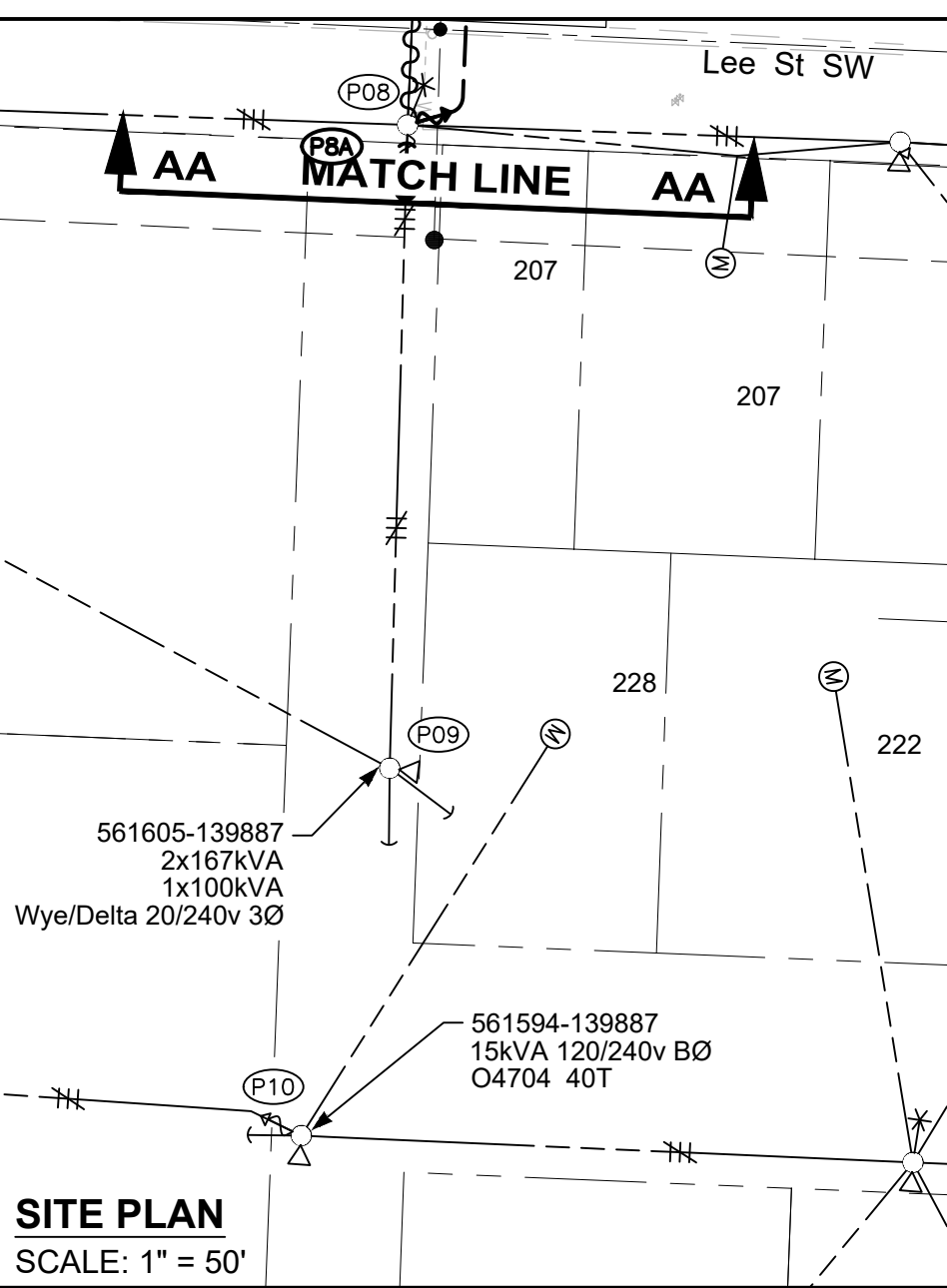
**AT PV3**  
INST 575 PULL VAULT WITH TRAFFIC LID - Std 6051-2000 (SV5MHD)  
INST (3) 1/0 SPLICES - Std 6041-2000 (SPL10J)  
INST GRID # 561686-139937

**AT PV4**  
INST 575 PULL VAULT WITH TRAFFIC LID - Std 6051-2000 (SV5MHD)  
INST (3) 1/0 SPLICES - Std 6041-2000 (SPL10J)  
INST GRID # 561719-139928

**AT SW2**  
INST HH 5106 W/ 3'sq & 54"x 60" HOLE (MID # 7906902)  
INST PMH11 PAD MOUNT SWITCH - Std 6056-1000 (PMH115)  
INST SWITCH # U87137  
INST (3) 150E FUSES  
INST (9) TERM 15KV 750 KcMil AL CS LUGs (TER750C)  
INST (3) TERM 15KV 1/0 SOL JACK CS PINs (TER10JC)  
INST GRID # 561693-139934



**ENLARGEMENT DETAIL (PV1 & PV3)**  
SCALE: 1" = 20'



**SITE PLAN**  
SCALE: 1" = 50'

**Project Manager Contact Information:**

Manager: Jim Lengel  
Cell Phone: 425-449-9954  
E-Mail: James.Lengel@pse.com

For contacts below dial 1-888-CALL PSE (225-5773)

Developer Locates Req'd Yes  
PSE Locates Req'd Yes  
Outages Req'd Yes  
Flagging Req'd Yes

**2 BUSINESS DAYS BEFORE YOU DIG**

THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF EXISTING FACILITIES

REV#	DATE	BY	DESCRIPTION
3			
2			
1			

COUNTY	Emer Sect	Gas Wk Ctr	POWER WK CTR	OSTHLE	PLAT MAP
Thurston					

1/4 SEC	SE 1/4, Sect 34, T14S, R02W	OH OKT MAP	UG OKT MAP	CIRCUIT NO	BAR-17
U-MAP NO	1802W136	1702W098	1802W136		


UTILITIES	CONTACT	PHONE#

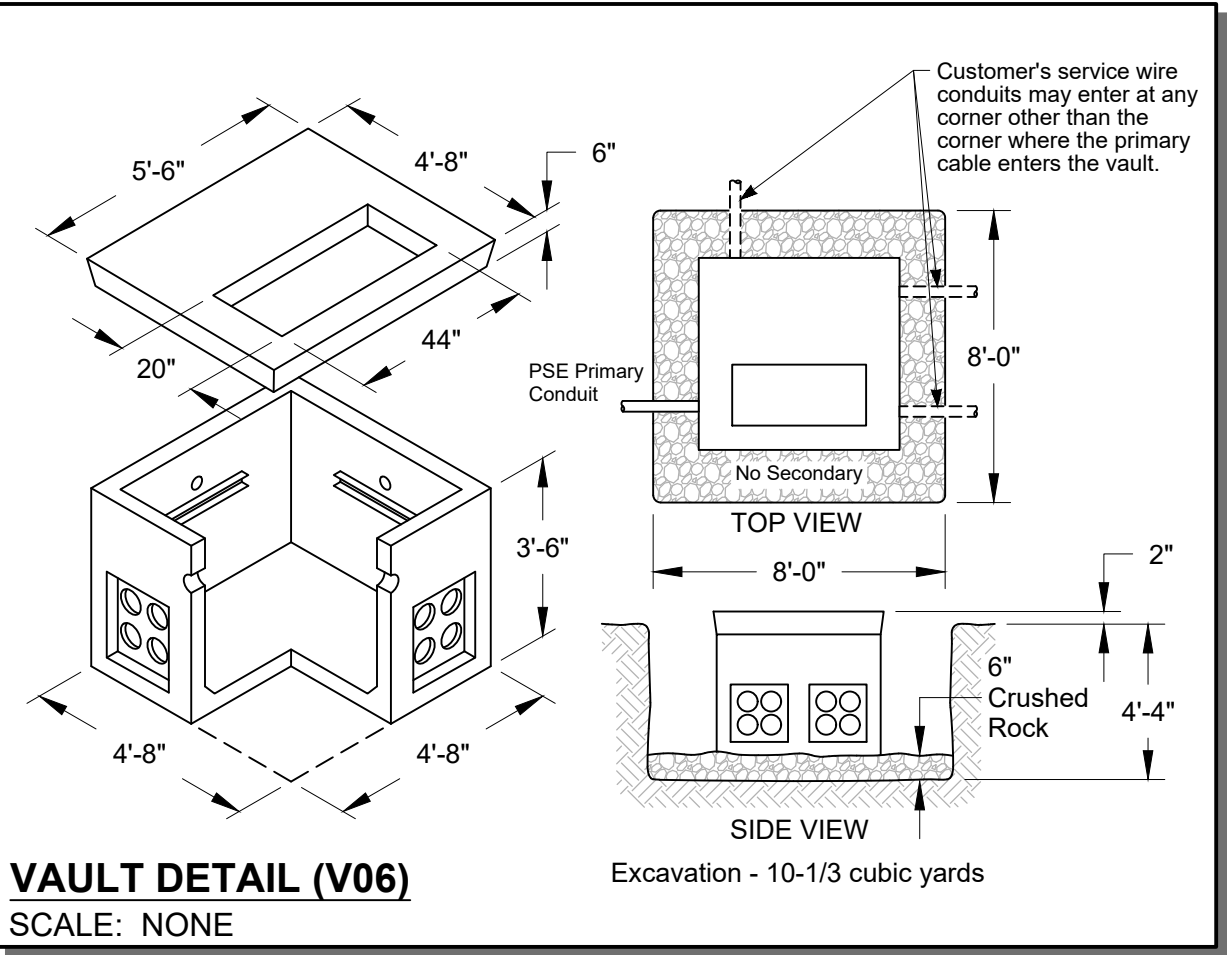
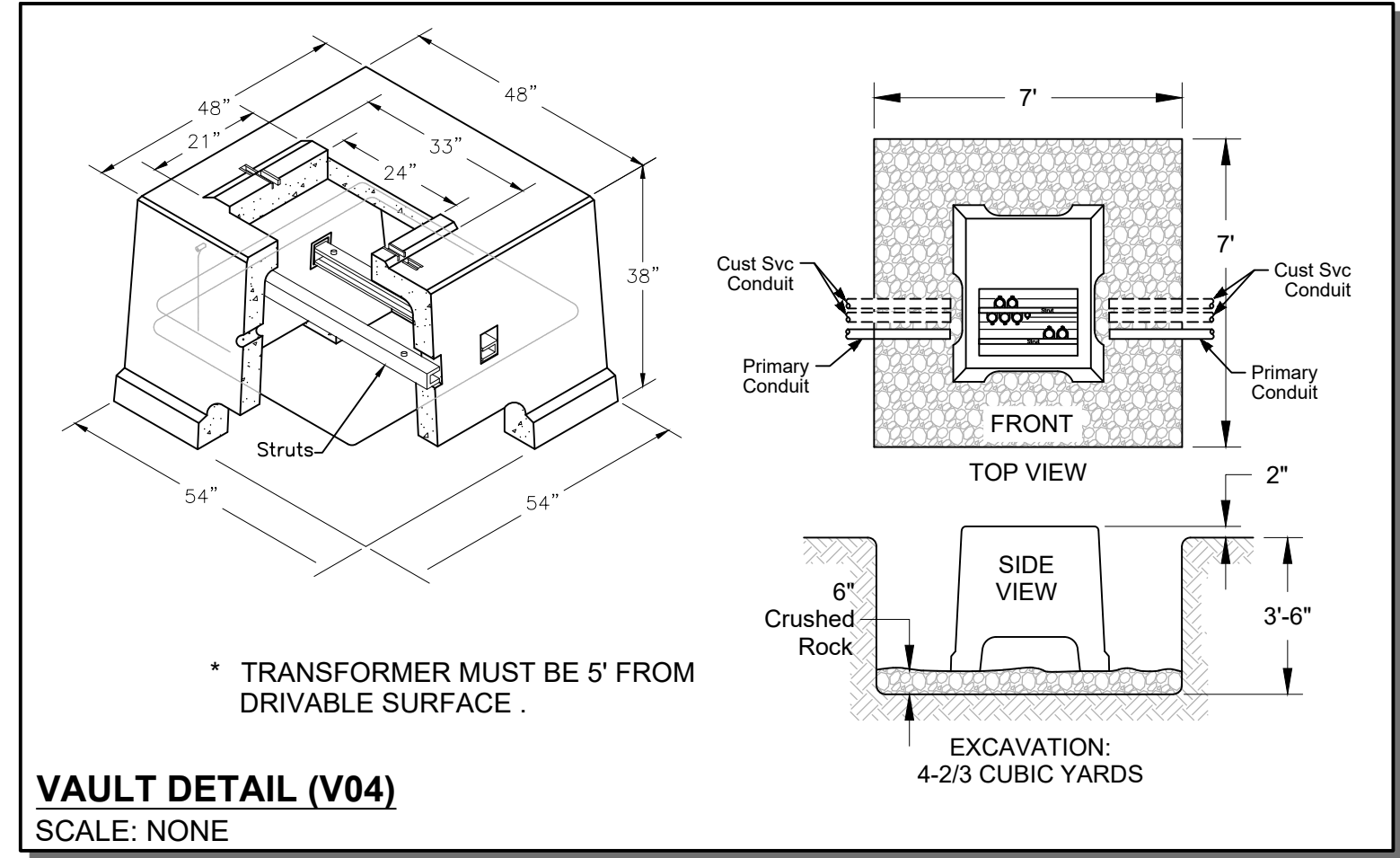
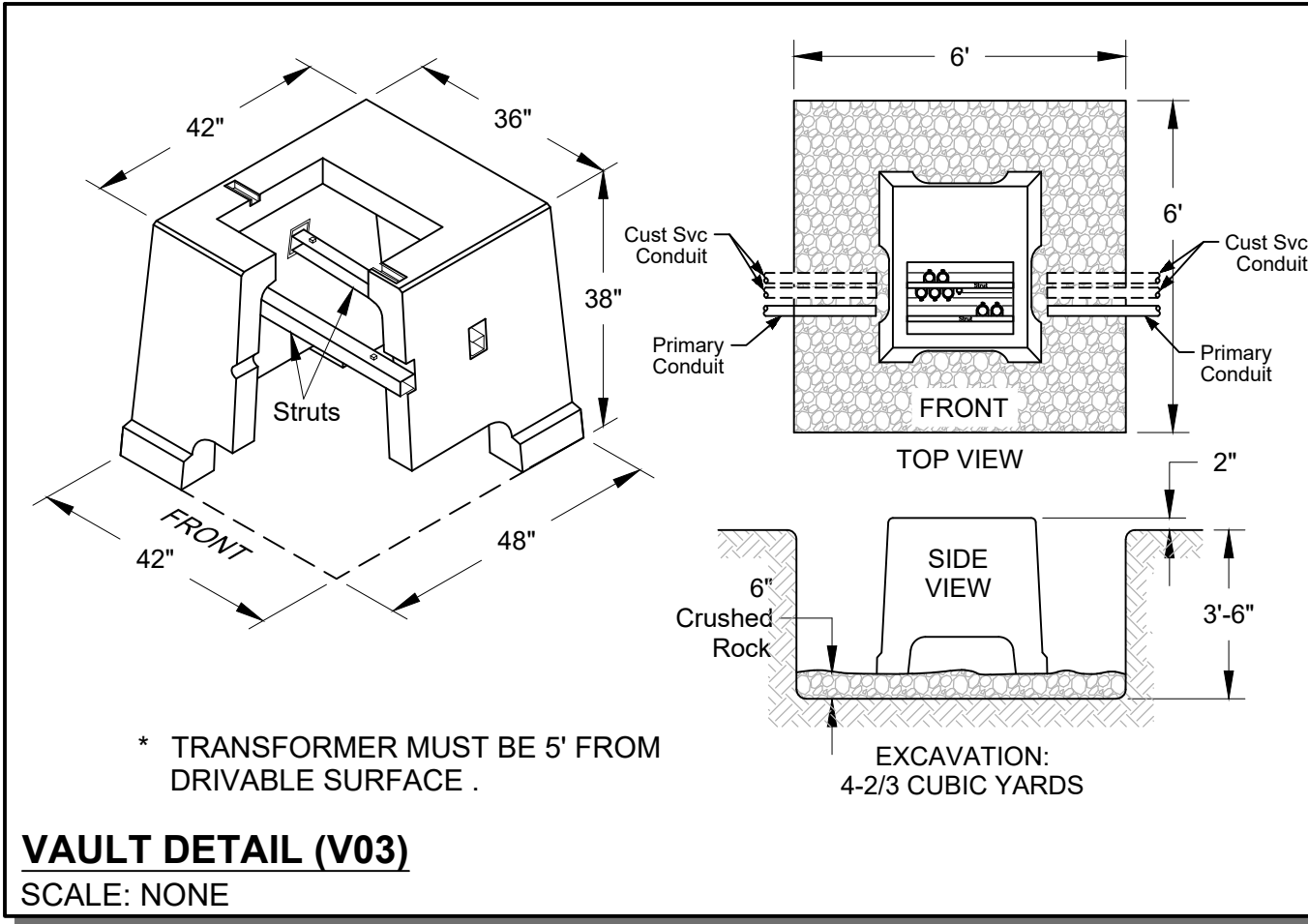
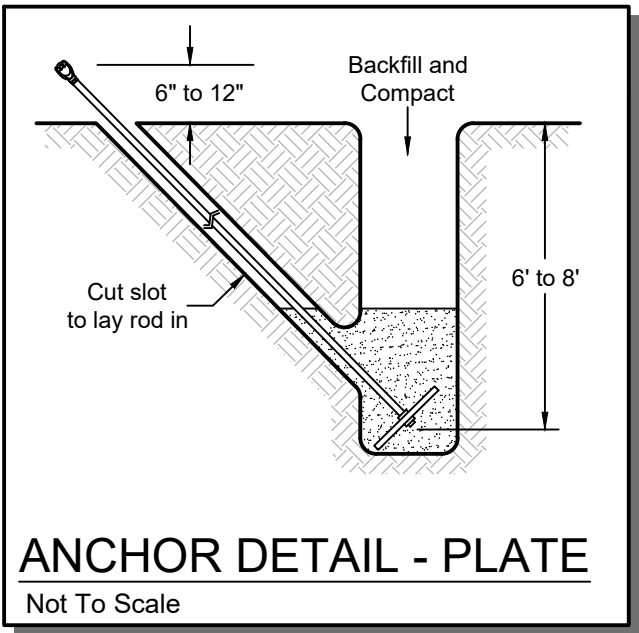
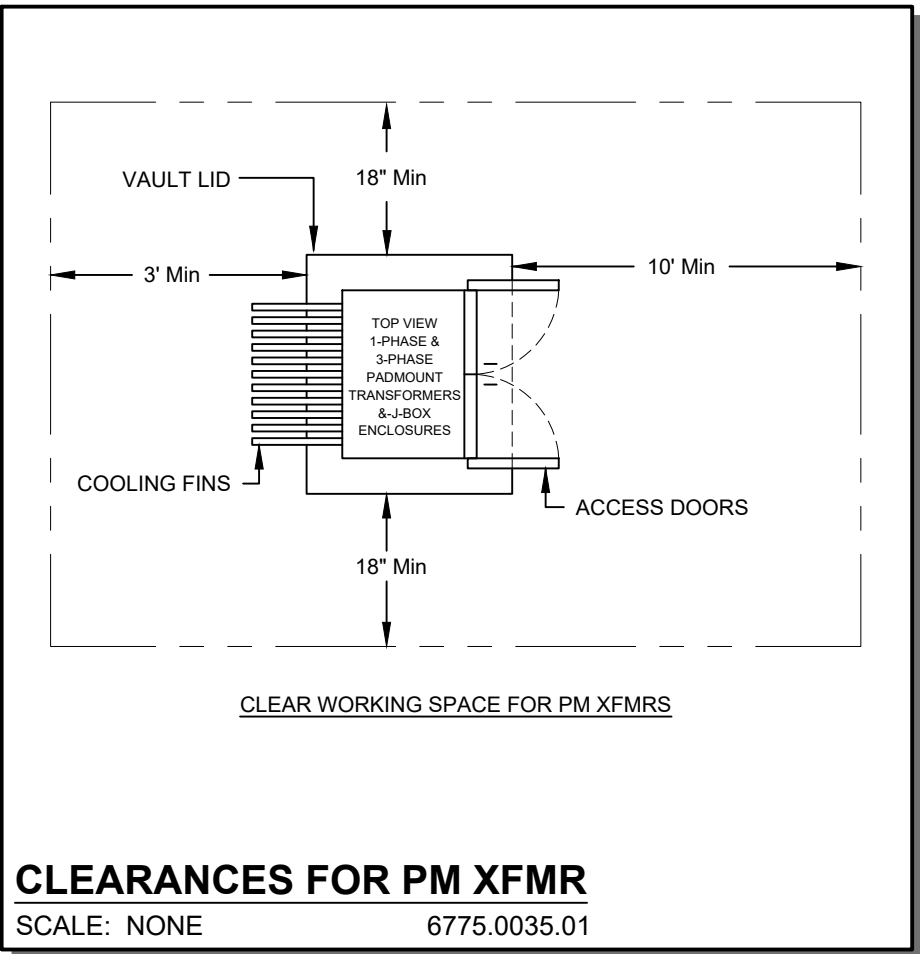
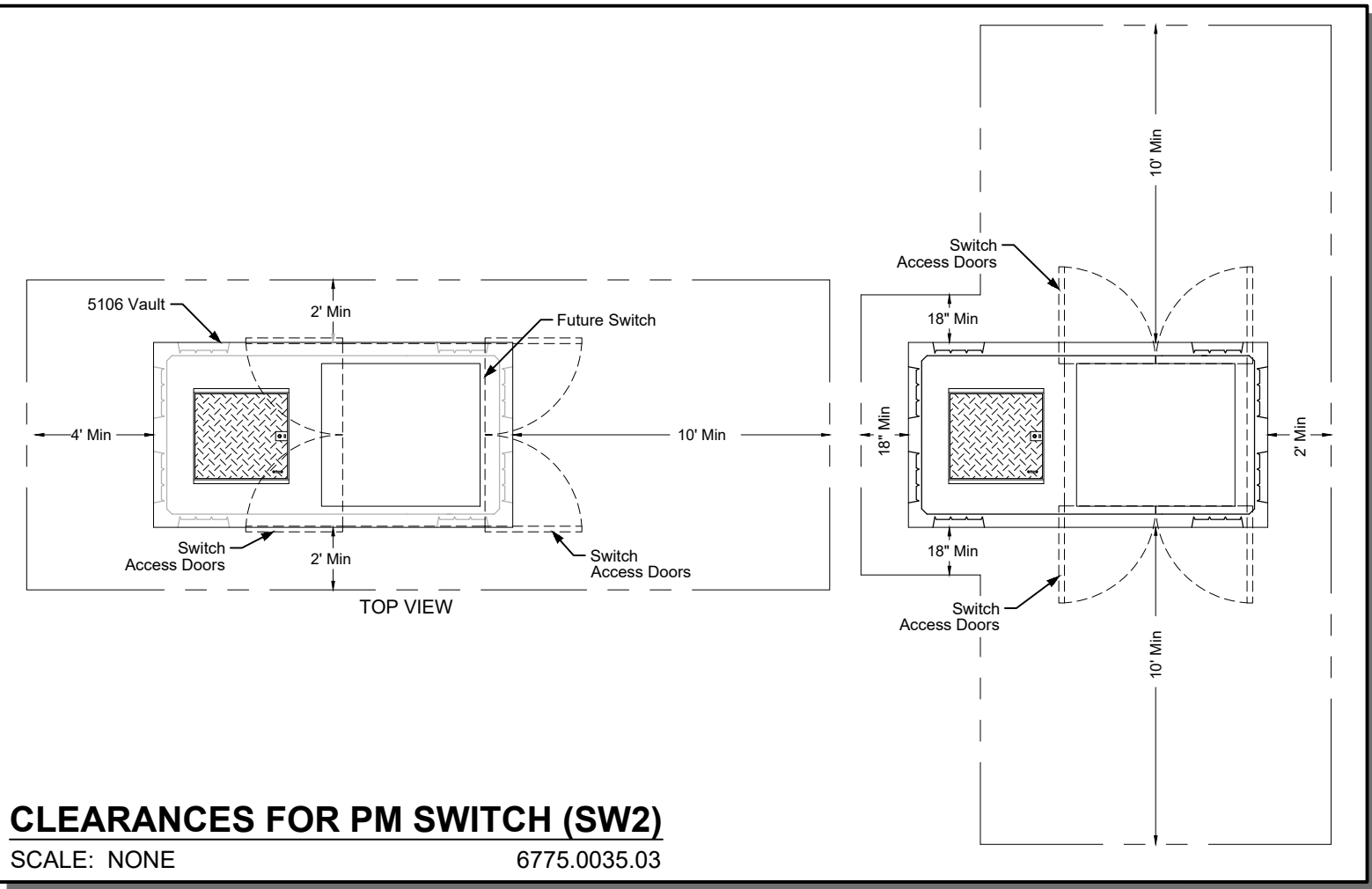
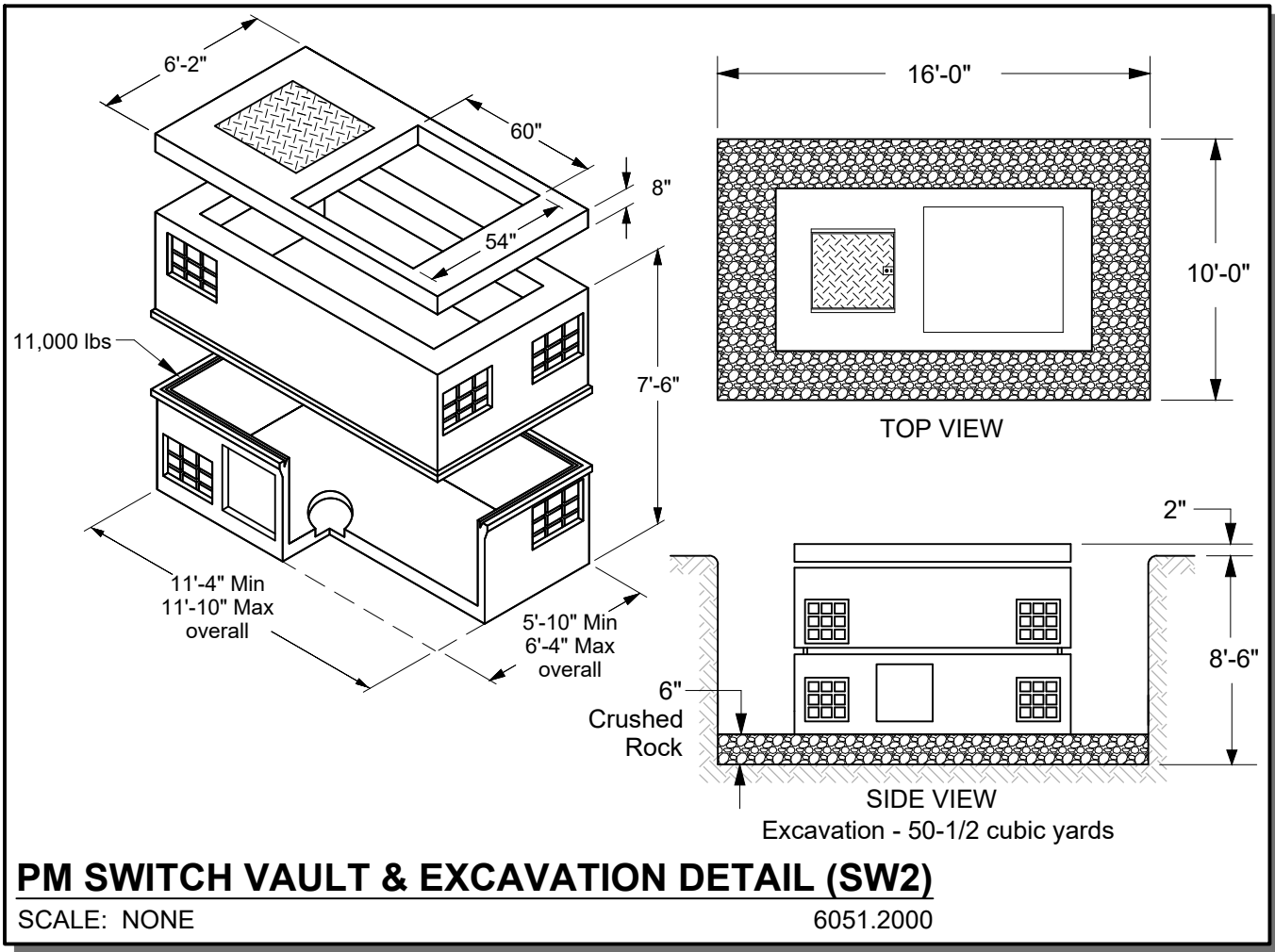
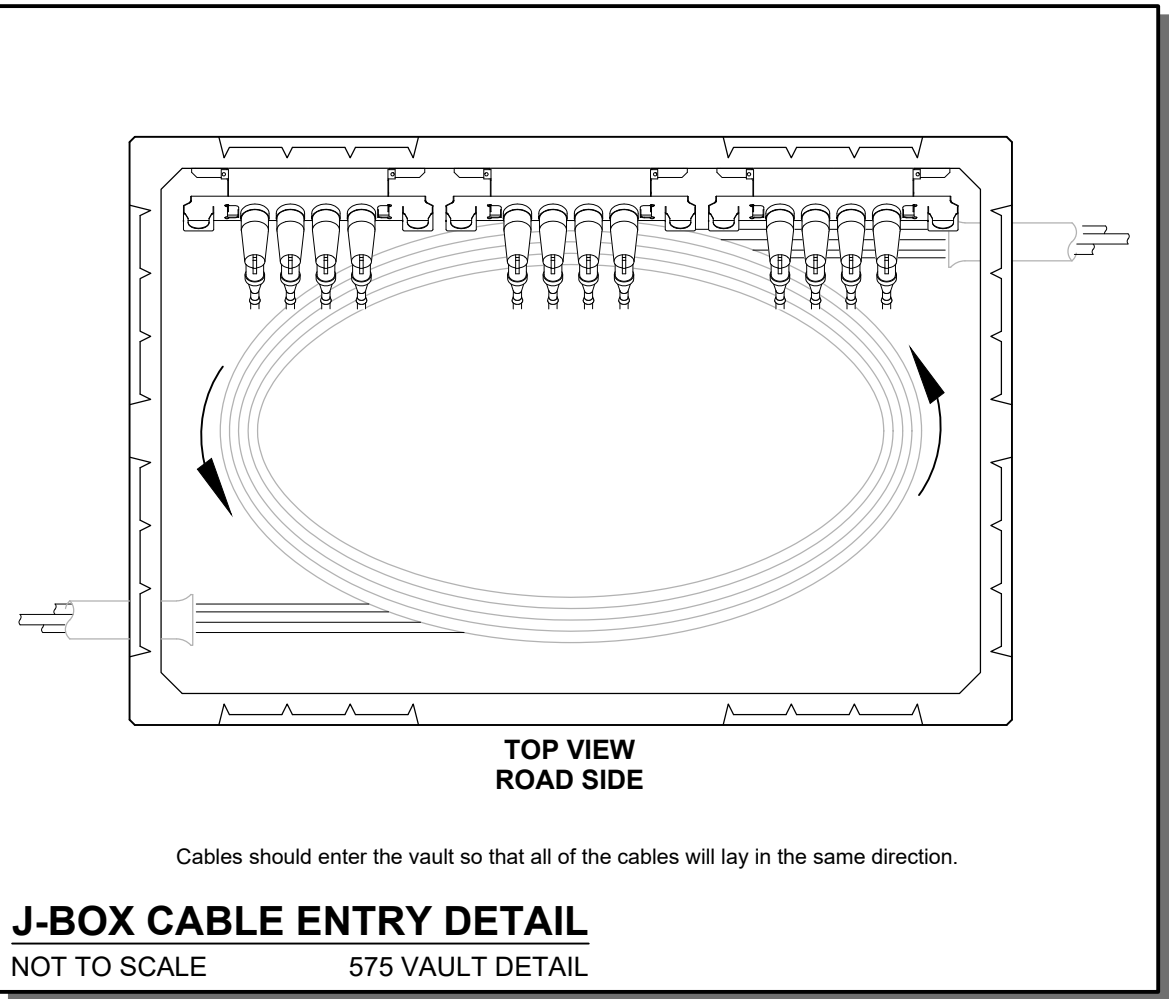
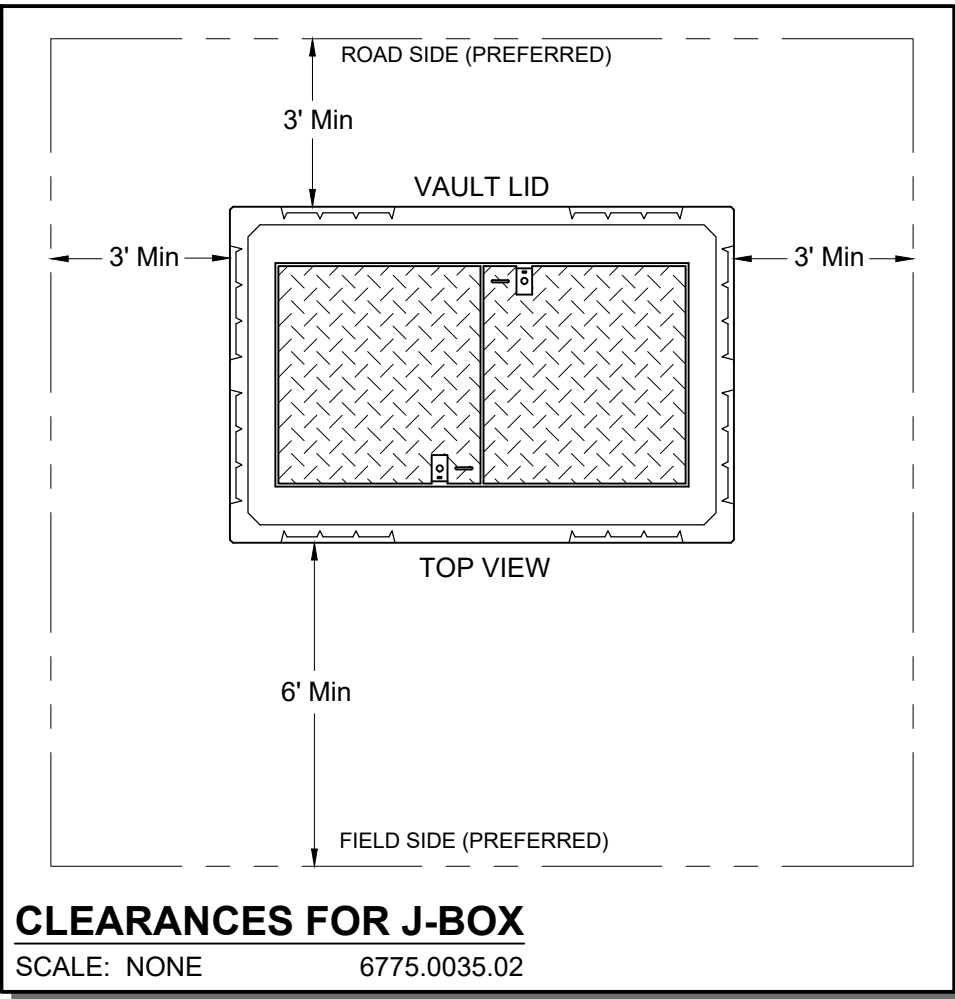
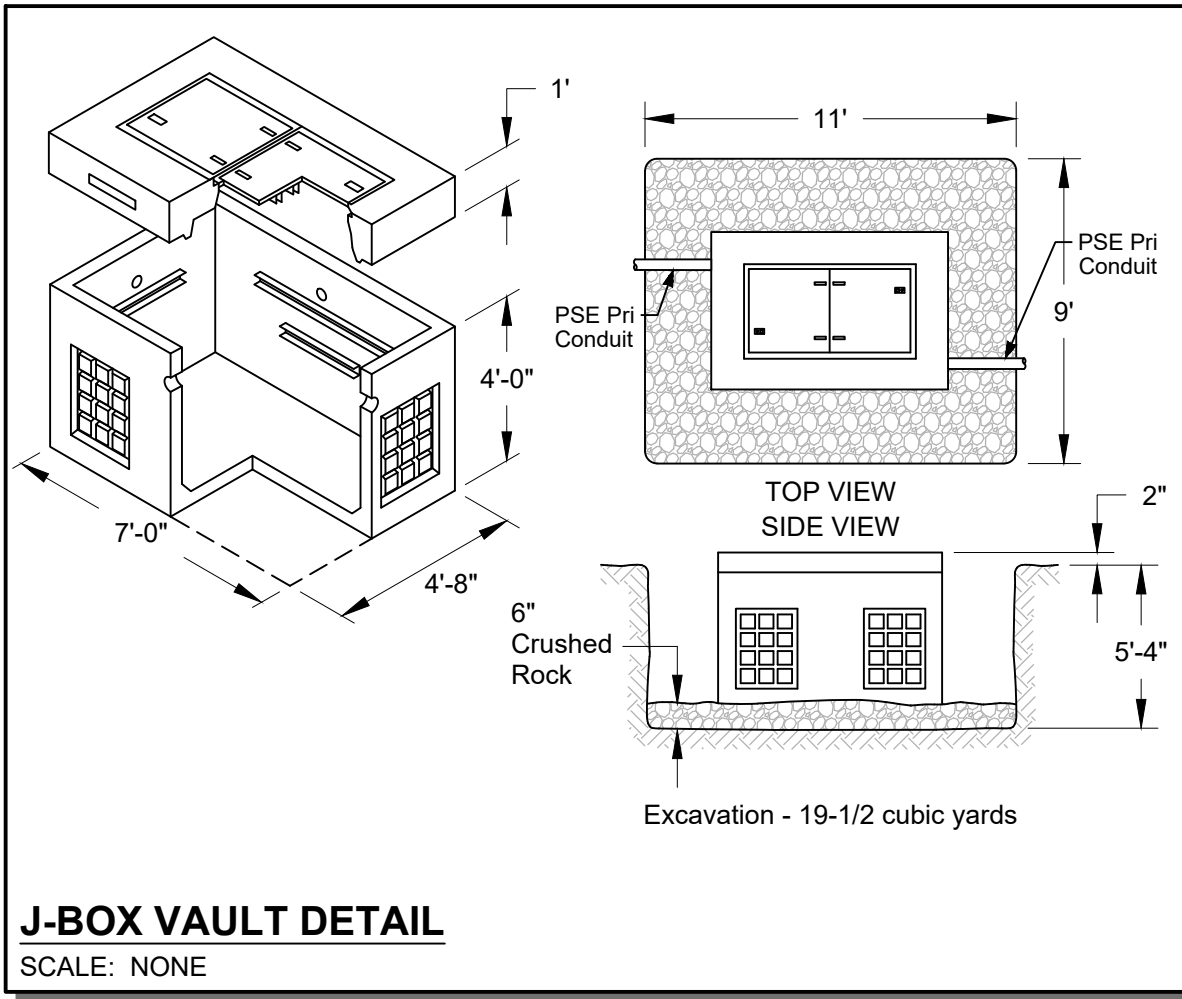
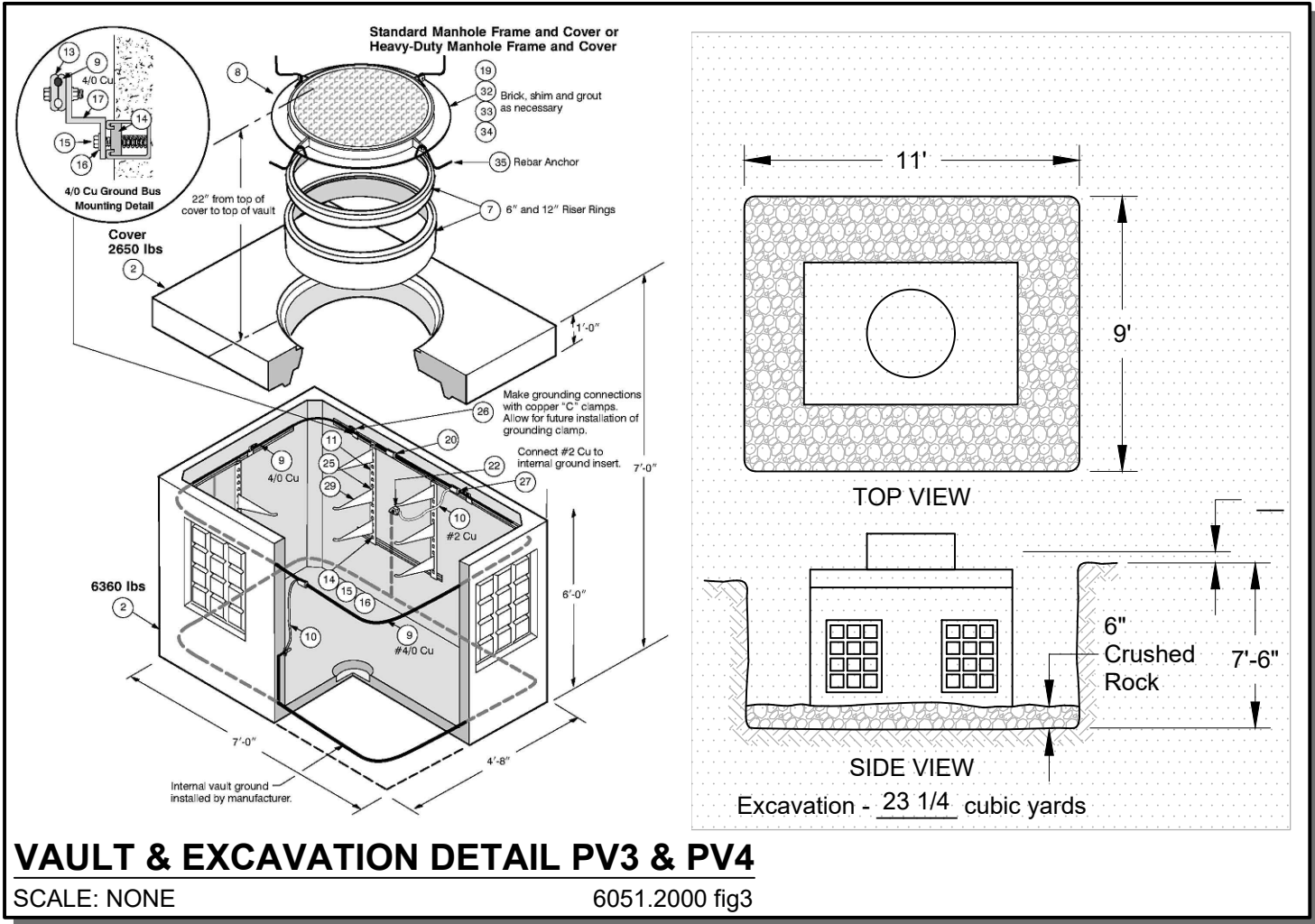
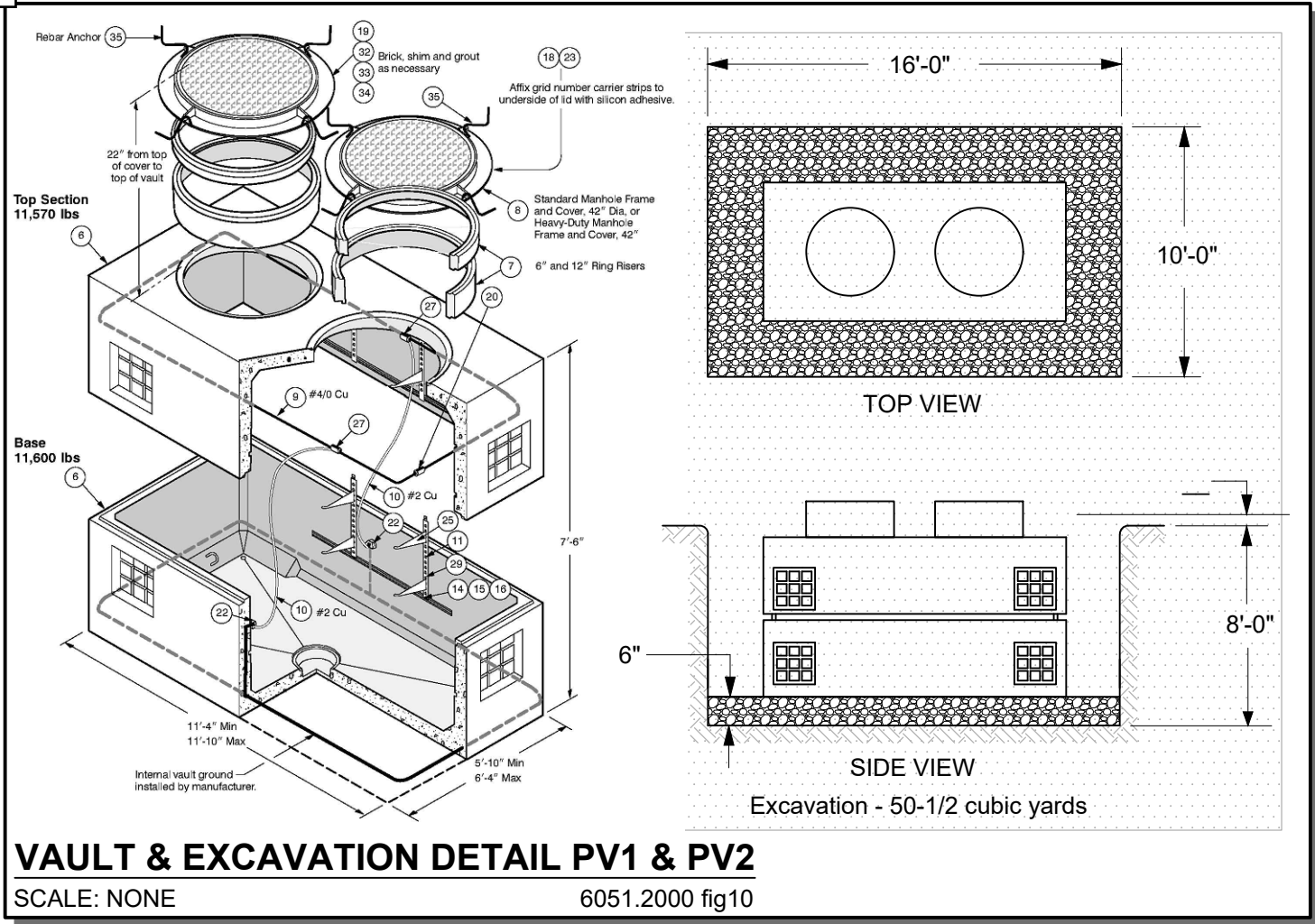
INCIDENT	MAOP
Gas Order	Elect Order

SCALE	PAGE
AS NOTED	03/05





JOINT FACILITIES ARRANGEMENTS										
UTILITIES										
CONTACT										
PHONE#										
 <b>PUGET SOUND ENERGY</b>	<b>PI - RAB @ Capitol Blvd &amp; Trosper Rd</b> N/API - Relocate OH & UG Facilities Trosper Rd SW & Capitol Blvd Cable & Conduit Plan and MiscTables						INCIDENT		MAOP	
							Gas Order		Elect Order 101138117	
							SCALE		PAGE	
							AS NOTED		04/05	
<b>DESIGNED BY PSE</b>										



Project Manager Contact Information:				For contacts below dial 1-888-CALL PSE (225-5773)			
Manager:	Jim Lengel	Developer Locates Req'd	Yes	THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF EXISTING FACILITIES			
Cell Phone:	425-449-9954	PSE Locates Req'd	No				
E-Mail:	James.Lengel@pse.com	Outages Req'd	Yes				
		Flagging Req'd	Yes				
				CALL (800) 424-5555			
				2 BUSINESS DAYS BEFORE YOU DIG			
				REAL ESTATE/EASEMENT			
				City of Tumwater			
				PERMIT			
				FUNCTION			
				CONTACT			
				PHONE NO			
				DATE			
				PROJECT MGR			
				J.Lengel			
				425-449-9954			
				07/06/21			
				ENGR - POWER			
				M.Jay			
				85-5970			
				07/06/21			
				ENGR - GAS			
				M.Jay			
				85-5970			
				07/06/21			
				DRAWN BY			
				M.Jay			
				CHECKED BY			
				FOREMAN #1			
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TO: Public Works Committee  
FROM: Mary Heather Ames, Transportation Manager  
DATE: June 9, 2022  
SUBJECT: Interlocal Agreement Between the City of Tumwater and Tumwater School District for the Barnes Boulevard and Ridgeview Loop Crossing Improvements

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1) Recommended Action:

Staff requests the Public Works Committee recommend the City Council authorize the Mayor to sign the Interlocal Agreement between the City of Tumwater and Tumwater School District for the Barnes Boulevard and Ridgeview Loop Crossing Improvements.

---

2) Background:

Tumwater School District (TSD) approached the City about installation of an enhanced crosswalk including Rectangular Rapid Flashing Beacons (RRFBs) at the intersection of Barnes Boulevard and Ridgeview Loop. The work fits nicely with the 2022 Pedestrian Improvements Project and the City has the experience and resources to administer such a project more easily than the School District. Staff worked with TSD Staff to determine scope and estimated cost. TSD agreed to reimburse the City for the work. The cost split has been set with a "match" percentage equal to the City's most common grant funds.

---

3) Policy Support:

C. Create and Maintain a Transportation System Safe for All Modes of Travel  
- Construct an inter-connected bicycle and pedestrian system, including developing improved neighborhood connections and enhancing overall bicycle and pedestrian safety

---

4) Alternatives:

☐ Choose not to work with the Tumwater School District and do not install the crossing.

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5) Fiscal Notes:

The Agreement stipulates that the School District shall pay \$91,000 in support of the construction costs. Any other costs shall be borne by the City. This work will be included in the 2022 Pedestrian Improvements Project.

---

6) Attachments:

A. Interlocal Agreement – Barnes Boulevard Crossing Improvements

*When recorded return to:*  
 City of Tumwater  
 555 Israel Road SW  
 Tumwater, WA 98501

Tumwater School District No. 33  
 621 Linwood Avenue SW  
 Tumwater, WA 98512

**INTERLOCAL AGREEMENT  
 BETWEEN THE CITY OF TUMWATER AND TUMWATER SCHOOL  
 DISTRICT  
 FOR THE BARNES BOULEVARD AND RIDGEVIEW LOOP CROSSING  
 IMPROVEMENTS**

THIS AGREEMENT is made and entered into by the City of Tumwater, a State of Washington municipal corporation (“City”) and Tumwater School District No. 33, a State of Washington municipal corporation (“District”).

WHEREAS, RCW 39.34.010 permits local governments 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; and

WHEREAS, the District approached the City to assess the feasibility of the District constructing pedestrian safety enhancements at an existing crosswalk in the vicinity of Tumwater Hill Elementary School; and

WHEREAS, the improvements the District proposed are included in the City’s Transportation Capital Facilities Plan to be constructed when grant funds are available; and

WHEREAS, the District and the City desire to coordinate efforts to construct these on-street improvements and facility enhancements located in the City in the area of Barnes Boulevard and Ridgeview Loop, herein referred to as the “Project” which will benefit the public; and,

WHEREAS, the District desires to support the City to advance the project and has agreed to provide funds equal to the grant funding amount the City planned to pursue to construct the Project; and,

WHEREAS, the City agrees to pay all costs in excess of the amount provided by the District in addition to managing the design and construction of the project; and,

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by the Governmental Services Act, codified at Chapter 36.115 RCW, the Interlocal Cooperation Act, codified at Chapter 39.34 RCW, and other Washington law, as amended;

NOW, THEREFORE, in consideration of the benefits to accrue to each of the parties hereto from this coordination to improve pedestrian safety to the citizens of the City of Tumwater and Tumwater School District's safe walking routes to school, it is agreed by and between the City and the District as follows:

1. PURPOSE/OBJECTIVE. The purpose of this Agreement is to specify the duties and responsibilities of the City and District toward the completion of the Project.

2. SCOPE OF AGREEMENT.

A. The Project shall include construction of pedestrian improvements at the intersection of Barnes Boulevard and Ridgeview Loop. These improvements include adding a rectangular rapid flashing beacon crossing system, extending sidewalk, construction of a curb ramp, storm drainage improvements, and other work necessary to complete the Project. These improvements shall be in general conformance to those shown in Exhibit A, the Project.

3. RESPONSIBILITIES.

A. During the term of this Agreement, the responsibilities of the City shall be as follows:

i. The City shall provide staff and/or other resources as necessary to complete the design and construction engineering, cost estimation, permitting, bid document preparation, award, project inspection, and construction management oversight.

ii. The City shall provide funds for all costs in excess of those indicated as the responsibility of the District in this Agreement.



B. During the term of this Agreement, the responsibilities of the District shall be as follows:

i. District shall pay Ninety One Thousand and 00/100 Dollars (\$91,000.00) in support of construction costs for the Project. Payment shall be made by the District to the City upon completion of the Project and within 30 days of receipt of an invoice from the City.

#### 4. OWNERSHIP.

The City shall be the owner of the constructed assets and shall be responsible for maintenance for their useful life.

#### 5. TERM.

This Agreement shall take effect as of the date of filing or posting as required by RCW 39.34.040. The agreement shall remain in place until the Project has been completed and the obligations of both parties have been achieved but no later than December 31, 2023.

#### 6. INDEMNIFICATION.

A. City Indemnification. The City agrees to hold harmless, defend and indemnify the District, its elected and appointed officials, employees, agents, and volunteers from any and all claims, demands, actions, liabilities and costs (including attorney fees) to or by any and all persons or entities, arising out of or in any way connected to the City's performance of this Agreement to the extent caused by the negligent acts, errors, or omissions of the City, its elected officials, commissioners, officers, employees, agents and volunteers.

B. District Indemnification. The District agrees to hold harmless, defend and indemnify the City, its elected and appointed officials, employees, agents, and volunteers from any and all claims, demands, actions, liabilities and costs (including attorney fees) to or by any and all persons or entities, arising out of or in any way connected to the District's performance of this Agreement to the extent caused by the negligent acts, errors or omissions of the District, its elected officials, commissioners, officers, employees, agents, and volunteers.

C. Survival. The provisions of this Indemnification Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

#### 7. GENERAL PROVISIONS.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

B. Filing. A copy of this Agreement shall be filed with the Tumwater City Clerk and recorded with the Thurston County Auditor and posted on each party's website.

C. Records. Both Parties shall maintain adequate records to document their performance of the obligations under this Agreement. Both parties shall have the right to review the other Party's records with regard to the subject matter of this Agreement upon reasonable notice. Such rights last for six (6) years from the date of permit issuance for each specific development subject to this Agreement.

D. Amendments. No provision of this Agreement may be amended or modified except by written agreement signed by the parties.

E. Severability. If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.

F. Assignment. Neither the City nor the District shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

G. Successors in Interest. Subject to the foregoing Subsection, 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.

H. Dispute Resolution. The Parties mutually agree to use a formal dispute resolution process such as mediation, through an agreed upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for mediation services would be divided equally between the Parties. Each jurisdiction would be responsible for the costs of their own legal representation.

I. Attorney's Fees. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney's fees, costs and expenses.



J. No Waiver. Failure of either the District or the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

K. Applicable Law. Washington law shall govern the interpretation of this Agreement. Any lawsuit arising out of this Agreement shall be brought in the superior court of Thurston County.

L. Authority. Each individual executing this Agreement on behalf of the City and the District represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of the City or the District.

M. Notices. Any notices required to be given by the Parties and so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

N. Performance. Time is of the essence in the performance of this Agreement and each of its provisions.

O. Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that the other party drafted the ambiguous language.

\*\*\* Signatures on Following Page \*\*\*

IN WITNESS THEREOF, the Parties have executed this Agreement.

City of Tumwater:

Tumwater School District:

\_\_\_\_\_  
Debbie Sullivan                      Date  
Mayor

\_\_\_\_\_  
Date

ATTEST:

ATTEST:

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

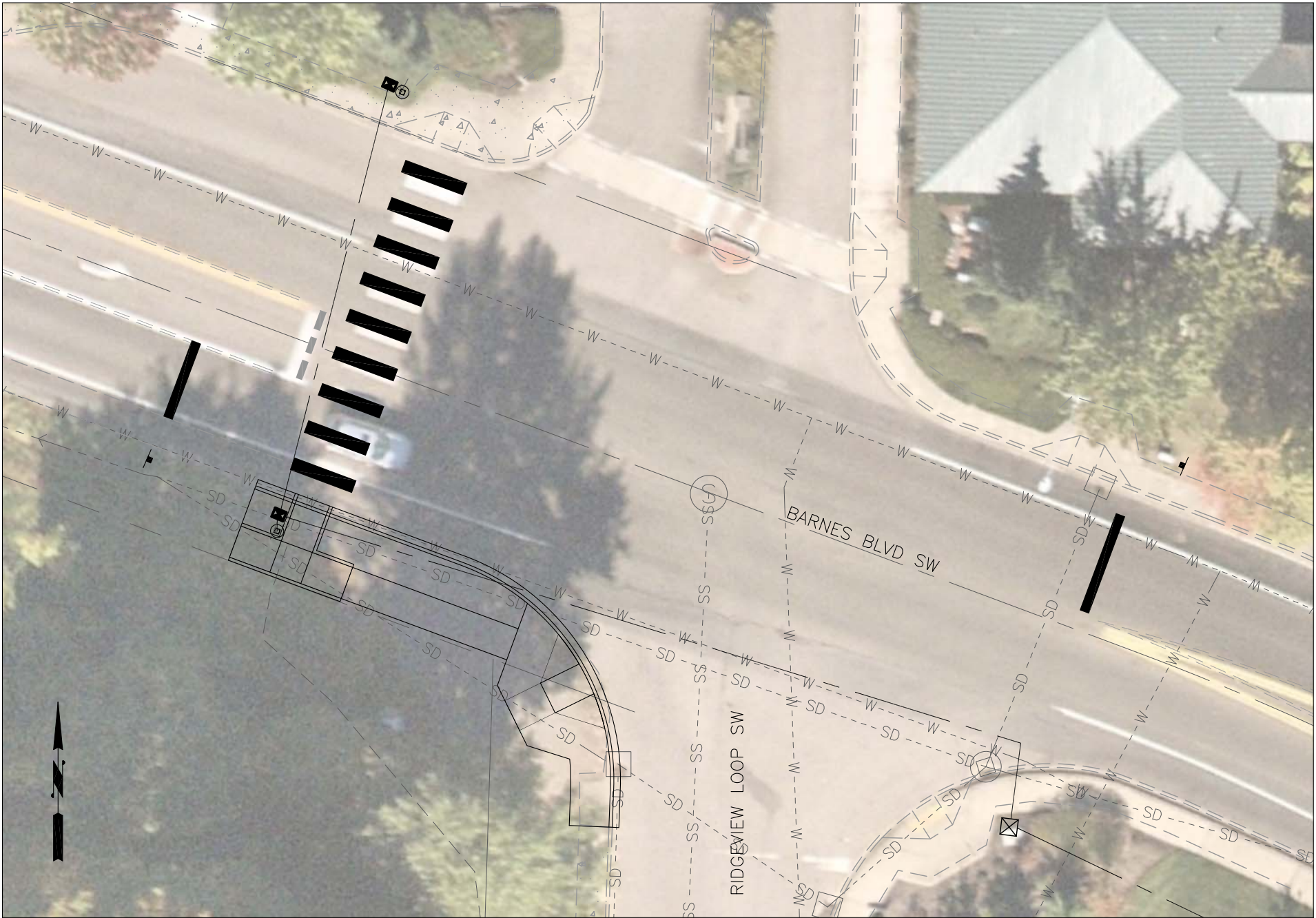
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APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

\_\_\_\_\_



City of Tumwater Transportation and Engineering Department 555 Israel Road SW, Tumwater, WA 98501 (360) 754-4140 Voice, 754-4142 Fax	JOB NUMBER		DRAWING NUMBER
	DATE		
			SHEET OF

TO: Public Works Committee  
FROM: Dan Smith, Water Resources and Sustainability Director  
DATE: June 9, 2022  
SUBJECT: Pioneer Park Riparian Restoration Service Provider Agreement

---

1) Recommended Action:

Staff requests Public Works Committee recommend the City Council approve and authorize the Mayor to sign the Pioneer Park Riparian Restoration Service Provider Agreement

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2) Background:

Part of the southwest portion of Pioneer Park's shoreline is rapidly eroding away, washing approximately 2,380 cubic yards of fine sediment every year into the Deschutes River, which is home to a critical stock of coho salmon. In addition to high levels of fine sediment, the Deschutes River also has high water temperatures in the area due in part to very little shade along the stretch of river, a target of the recent Total Maximum Daily Load regulatory program to improve water quality. The City of Tumwater received grant funding from the Department of Ecology to design, permit, and construct a riparian restoration project to stabilize the slope and improve habitat conditions along that stretch of the Deschutes River. After a competitive RFP process, the WRS Department chose Stantec Consulting Services to work with on this project.

---

3) Policy Support:

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

- Enhance salmon runs

---

4) Alternatives:

☐ Request changes to the proposed service provider agreement.

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5) Fiscal Notes:

This project is anticipated to cost \$450,781.33 to complete. The City received \$338,086.00 from the Department of Ecology's Water Quality Combined Funding Program and the Storm Drain Fund will pay the remainder of this work. The design and permitting phase with Stantec will cost no more than \$153,744. An amount of \$175,000 has been allocated to SD-3 Deschutes Habitat Restoration Projects in the 2020-2026 Capital Facilities Plan.

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6) Attachments:

A. Pioneer Park Riparian Restoration Service Provider Agreement

**CITY OF TUMWATER  
SERVICE PROVIDER AGREEMENT**

**PIONEER PARK RIPARIAN RESTORATION**

THIS AGREEMENT is made and entered into in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the "CITY", and STANTEC CONSULTING SERVICES INC., a Washington corporation, hereinafter referred to as the "SERVICE PROVIDER".

**WITNESSETH:**

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical expertise, where required, to perform the services and/or tasks set forth in this Agreement.

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

**1. SCOPE OF SERVICES.**

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit "A" Scope of Services attached hereto and incorporated herein (the "Project").

**2. TERM.**

The Project shall begin no earlier than June 1, 2022, and shall be completed no later than December 31, 2024. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

### 3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY. SERVICE PROVIDER reserves the right to terminate this Agreement at any time, in whole or in part, by sixty (60) days' written notice to the CITY.

### 4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **One Hundred Fifty Three Thousand Seven Hundred and Forty Four and 00/100 Dollars** (\$153,744.00) as reflected in Exhibit "A".

D. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification unless a current Form W-9 is already on file with the CITY.

E. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the contract period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within thirty (30) days thereafter.

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive payment for such goods and/or services.

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term or the end of the calendar year, whichever is earlier.

## 5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for all actual or alleged negligent acts and for all actual or alleged negligent acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the SERVICE PROVIDER shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. It is recognized that the SERVICE PROVIDER may or will be performing services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with the SERVICE PROVIDER'S ability to perform the services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.

## 6. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee, agent or servant from employment on this Project. The SERVICE PROVIDER may however employ that individual on other non-CITY related projects.

## 7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all reasonable 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 Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

B. CITY Indemnification. The CITY agrees to indemnify, defend and hold the SERVICE PROVIDER, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and reasonable 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 Agreement to the extent solely caused by the negligent acts, errors, or omissions of the CITY, its employees or agents. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

## 8. INSURANCE.

A. The SERVICE PROVIDER shall procure and 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 SERVICE PROVIDER, their agents, representatives, employees or subcontractors.

B. The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual;



products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

3. Professional Liability insurance written on an occurrence basis with limits of no less than \$2,000,000 per claim, and \$2,000,000 policy aggregate limit.

C. With the exception of Professional Liability, the CITY shall be named as an additional insured on the insurance policy, as respect to work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance.

D. The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

E. Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

F. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given written notice of any cancellation, suspension or material change in coverage within two (2) business days of SERVICE PROVIDER'S receipt of such notice.

## 9. TREATMENT OF ASSETS.

Upon full payment of all monies owed to SERVICE PROVIDER, title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

The CITY agrees, to the fullest extent permitted by law, to indemnify and hold the SERVICE PROVIDER harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the ASSETS by the CITY or any person or entity that obtains the ASSETS from or through the CITY.

## 10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by

obtaining a Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The SERVICE PROVIDER specifically agrees to pay any applicable CITY business and occupation (B&O) taxes which may be due on account of this Agreement.

# 11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles"

includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of \$50,000 or more.** Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Exhibit B.

## 12. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical service subcontract not listed in this Agreement, must have express advance approval by the CITY.

## 13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the CITY will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

#### 14. CHANGES.

Either party may request changes to the Scope of Services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

#### 15. MAINTENANCE AND INSPECTION OF RECORDS.

A. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

C. To ensure the CITY'S compliance with the Public Records Act, RCW 42.56, the SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

D. Notwithstanding the foregoing, the CITY's right to inspect, copy and audit shall not extend to the composition of the SERVICE PROVIDER'S rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

#### 16. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

#### 17. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the signature page of this Agreement.

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the superior court of Thurston County, Washington.

21. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

### 23. WAIVER OF CONSEQUENTIAL DAMAGES

Neither the CITY nor the SERVICE PROVIDER shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of markets, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

\*\*\*Signatures on next page\*\*\*

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

SERVICE PROVIDER:

Stantec Consulting Services, Inc.  
601 SW 2<sup>nd</sup> Avenue STE 1400  
Portland, OR 972304-3128  
Tax ID #: 602-529-295  
Phone Number: \_\_\_\_\_

\_\_\_\_\_  
DEBBIE SULLIVAN  
Mayor

\_\_\_\_\_  
Signature (Notarized – see below)  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that \_\_\_\_\_(name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_(title) of \_\_\_\_\_(company) to be the 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: \_\_\_\_\_


**Stantec Consulting Services Inc.**

601 SW Second Avenue, Suite 1400  
Portland OR 97204-3128

April 25, 2022

Project/File: City of Tumwater Pioneer Park Project

**Dan Smith**

City of Tumwater  
555 Israel Road SW  
Tumwater, WA 98501

Dear Dan Smith,

**Reference: Pioneer Park Riparian Restoration**
**Project Understanding**

Cardno, now Stantec, worked previously with the South Puget Sound Salmon Enhancement Group (SPSSEG) in 2012 and 2015 to review existing conditions and develop multiple alternatives for the Pioneer Park Project to reduce channel migration. Our conceptual designs balanced multiple stakeholder interests, including infrastructure, bank stability, sediment loading, and floater safety. Although the designs are no longer feasible due to excessive bank migration since 2015, the concept alternatives should still be viable to assist in addressing the project objectives.

The SPSSEG funded Pioneer Park Project objectives included: 1) limiting channel migration, 2) rehabilitating aquatic habitat within the project reach, 3) reducing fine grained sediment loading into the river (TMDL/Water Quality), 4) constructing features that are safe for river users, and 5) maintaining park aesthetics.

This 2022 Pioneer Park Restoration Project (Project) has many similarities to the SPSSEG funded endeavor with a shift in funding and emphasis. The site is in the same location and as stated previously the bank migration has continued and the fundamental objectives remain the same, but the funding source is now the Department of Ecology, shifting project emphasis towards reducing fine grained sediment loading in accordance with the TMDL. An initial project development step is to confirm objectives in collaboration with the City of Tumwater (City) to ensure that our team is in alignment with the project proponents. The project is divided into six tasks as described in the following sections.



Reference: Pioneer Park Riparian Restoration

## 1. Task 1: Project Management and Meetings

This task includes project management duties and meetings. Communication with the City's project manager will occur at to-be-determined intervals throughout the project and allow the Project Team (Stantec) to report on project status and coordinate project-related items. In addition, a kick-off meeting will be conducted.

- 1.1. Joe Richards will serve as the Project Manager and Principal in Charge. He will be responsible for overseeing and directing all aspects of project management. Chris Donley will serve as deputy PM and will provide oversight of QA/QC for the project. Delegation of PM responsibility may be undertaken at times to facilitate efficient delivery of the effort.
- 1.2. Up to five (5) meetings will be held throughout the course of this project at key milestones to be coordinated between Stantec and the City. Meetings will be virtual (or coordinated for times where Stantec staff is on-site for scheduled work).

### Task Assumptions

- > The duration of the project will continue through the construction of the project, which we assumed shall occur during the in-water work window of 2024. Assuming May 17<sup>th</sup> NTP (11/15/2024 Construction Complete).
- > For budgeting purposes meeting duration is assumed to be no more than two (2) hours in duration with (1) hour of Prep and (1) hour of follow-up for (3) Stantec Staff Members.
- > Support for key stakeholder meetings including Technical Advisory Committee (TAC) Meetings, Alternative Selection Meetings, and Public Involvement Meetings may take place if they are within the 5 scoped meetings as detailed above.

### Task Deliverables

- > Stantec will provide monthly project management work summary and invoices over the term of this work assignment. Invoicing will be completed at the top task level only. Stantec will maintain frequent communication with the City, including phone calls and emails.
- > Meeting Minutes for all meetings between Stantec and the City as listed above.

## 2. Task 2: Data Collection

Stantec will be responsible for data collection including topographic survey, hydrologic, hydraulic, and geomorphic analysis of the Pioneer Park Riparian Restoration project to provide the City with a final design package signed by a licensed professional engineer in the State of Washington. This will include the following:

- 2.1. Survey, Hydrologic, Hydraulic, and Geomorphic Analysis
  - Stantec, at a minimum, shall collect the existing top and toe of bank topography as needed to accurately portray the existing conditions on the plan set. New topography as well as channel cross sections and channel thalweg shots are needed to update and verify the hydraulic model. Additional bank features including vegetation as well as structure corners should also be verified during the survey. This data will be collected within the focus area using global positioning system (GPS) survey methods in real-time kinematic (RTK) mode.

**Reference:** Pioneer Park Riparian Restoration

- Hydrologic and Hydraulic Analysis within a HecRAS 2D Model will be completed to represent existing conditions at the site. The Existing Conditions model, used as the baseline for the Proposed Conditions model, will be calibrated and validated to known data points from nearby stream gauges and relevant flood photo information where available. Stantec will assume a maximum number of 4 steady-state flows to be run at each design iteration.
- The Proposed Conditions hydraulic model will be run for the 30% Preferred Alternative, 60%, 90%, and Final design phases. This will be done to meet the requirements of the no-rise condition (assuming that is the direction the City intends to follow), as well as show the localized effects of proposed design including depth, velocity, and shear stress to inform the design of the project.
- In the initial phase of site investigation, Stantec design engineers/geomorphologists will conduct a site assessment, photograph, and visually inspect the project site to assess reach-scale processes including local flow, scour, sediment characteristics, large woody debris (LWD) accumulations, hydraulic roughness and function, geomorphic conditions and stability of banks, with an emphasis placed on identifying existing hydraulic and geomorphic conditions. As Stantec conducts this work, they will be visualizing and discussing potential design alternatives, efficiently beginning the design process.

## 2.2. Cultural Resources and Wetlands

- A desktop cultural resource review will be initiated, and the findings of this effort may lead to a pedestrian survey as required by GEO 21-02. This task also includes a cultural resources report and an inadvertent discovery plan as required by the funding agency.
- A field delineation of the wetlands and waters will be conducted for the area, including mapping of ordinary high-water mark. Delineation will meet USACE and Washington Department of Ecology standards and will be used to guide permitting of the project. The site cultural resources report and inadvertent discovery plan must be completed and approved by Ecology and the Tribes prior to ground disturbing activities.

### Task Assumptions

- > One (1) iteration of the hydraulic model will be run for the 30% Preferred Alternative, 60%, 90%, and Final design phases.
- > A zero-rise approach is scoped for this effort and the design will be limited to project elements that achieve the zero-rise condition. CLOMR and LOMR documentation through FEMA are outside the scope of this effort.
- > Data collected from the site assessment will be incorporated into the 30% design report (see Task 3).
- > A Cultural Resource Pedestrian Survey is not included in this scope of work. If necessary due to results from desktop review or agency consultation it will be added through a change order process.

### Task Deliverables

- > Existing Conditions Hydraulic Model
- > Hydrology and Hydraulics Appendix for Design Report (provided at each of the 30%, 60%, 90%, and 100% design phases)
- > Geomorphic Analysis Appendix (provided at each of the 30%, 60%, 90%, and 100% design phases)

**Reference:** Pioneer Park Riparian Restoration

- > Final Proposed Conditions HecRAS 2D Model shall be supplied to the City upon project completion.
- > Technical memo reporting the cultural resources desktop review findings and an inadvertent discovery plan as required by the funding agency.

### **3. Task 3: Preliminary Plans and Design Report**

#### **3.1. Concept Alternatives (30% Design)**

- At the 30% Design level, Stantec will create a maximum of 3 design alternatives in collaboration with the City.
- A 30% Concept Alternatives Evaluation Matrix will be completed for the City to utilize in stakeholder discussions. Matrix will include issues relevant to the decisions making process such as potential cost, timeline, impact to recreation and park usage, bank stability, habitat or stream restoration enhancements, etc. in coordination with the City.
- A 30% Design Report will be included documenting project background, goals, summary of data collected, specific design criteria used for each element of the design, and design process leading up to the Concept Alternatives phase and proposed concept moving forward.

#### **3.2. 60% design development**

60% design development stage will be focused on advancing the chosen 30% preferred alternative to a level that can be used for project permitting. The 60% level design and report will contain the following:

- 60% level plan set (Permit Set) limited to required information for permitting
- 60% Engineer's Cost Estimate

**Reference:** Pioneer Park Riparian Restoration

#### Task Assumptions

- > Up to three (3) alternatives will be developed and prioritized. Additional alternatives may be added to the Scope of Work at approved hourly rates.
- > Milestone deliverables (30% and 60%) will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and proceed to the next round of project development (we assume that no second review will be undertaken for budgeting purposes).
- > In accordance with grant funding the design report will be reviewed by DOE over a 45-day period. We assume that design progress will commence following the 14-day City review period and that any Ecology comments will be incorporated at the next design deliverable round. We further assume that the City will facilitate communications with Ecology in advance of Design Submittals so that the project approach is understood and agreed to prior to formal submittal and review periods.

#### Task Deliverables

- > 30% Design Plans
- > 30% Alternative Evaluation Matrix
- > 30% Design Report
- > 30% Preliminary Planning Level Cost Estimate
- > 60% Design Plans including 60% TESC, dewatering, and stream diversion plans
- > 60% Design Report
- > 60% Engineer's Cost Estimate
- > 60% Special Provisions Outline
- > 60% Cut/Fill Volumes for Permit Requirements
- > 60% Environmental Permit Identification

## 4. Task 4: Permitting

Stantec will complete required permitting, submitted after 60% designs are complete. Required permits will include:

- 4.1. Archeological and Cultural Resources Report (GEO 21-02)
- 4.2. Hydraulic Project Approval (HPA)
- 4.3. State Environmental Policy Act (SEPA)
- 4.4. Water Quality Certification (Section 401)
- 4.5. JARPA (Section 404)
- 4.6. Critical Areas Ordinance Certificate of Compliance
- 4.7. No-Rise Certification Statement
- 4.8. 319 Load Reduction Reporting - STEPL

**Reference:** Pioneer Park Riparian Restoration

Typically, a No-Rise Certification is not completed until final design, ensuring to the regulators that the final project meets the necessary requirements. The necessary information indicating that the proposed conditions in the permit set intends to meet the no-rise requirements shall be included in the 60% design report. A stamped and signed No-Rise Certification will be included in as part of the final design report.

#### Task Assumptions

- > All meetings and communication associated with Task 4, are covered under this task.
- > This project will be covered under existing programmatic Biological Assessments for restoration projects and a Biological Assessment will not be required.
- > Water Quality Certification (Section 401) will be included in the JARPA permitting process.
- > SEPA permitting will be limited to a short checklist. Full SEPA review and assessment will not be required.
- > As a restoration project, the work will not require a Critical Areas Ordinance Certificate of Compliance. The intent of the Project is to achieve a no-rise scenario. An initial no-rise certification designation will be drafted for the 60% design plans. If the Project intends to create a rise in water surface elevation and a no-rise is not feasible, any work associated with a CLOMR/LOMR is not included in this contract.
- > 319 Load Reduction Reporting will be limited to the means and methods of bank stabilization in the design. Modeling of pre and post project conditions related to erosion and TMDL are outside the scope of this effort.
- > The City is responsible for all permit fees.
- > Permits will be submitted, and comments will be addressed during a single round of submittal, review and resubmit to agencies.
- > Permits not listed above shall not be covered by this scope of work but may be added through a change order.

#### Task Deliverables

- > Stantec will work with the City on all required permit documents associated with the 60% design and will submit permit packages for the above listed permits.

## 5. Task 5: 90% Plans and Design Report

The 90% design iteration will advance 60% plans, incorporating City review comments, to produce the 90% plan set and associated documents.

5.1. The 90% plan set will include:

- Cover sheet
- Notes, Legend, and Summary of Quantities
- TESC, dewatering, and stream diversion plan
- Structure plan, profile, and details
- Large woody debris and/or other habitat elements details

**Reference:** Pioneer Park Riparian Restoration

- Planting plan and details

5.2. 90% Design Report

5.3. 90% Engineers Cost Estimate

5.4. Technical Specifications

#### Task Assumptions

- > Meetings associated with Task 5, will be covered under Task 1: Project Management and Meetings
- > Dewatering and diversion plans completed under this task will be a suggestion only with contractor submittal requirements through special provision
- > The 90% plan set will include permit conditions where feasible
- > 90% Milestone deliverable will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and proceed to the next round of project development (no second review will be undertaken).
- > Plan set estimated to be 16 sheets total.
- > In accordance with funding agency requirements the 90% Package will be reviewed by Ecology for a 45-day review period. Formal written approval is required before bidding the project. We assume that the City will facilitate communications with Ecology in advance of the 90% Design Submittal so that the project approach is understood and agreed to prior to formal submittal and review by the agency. Design will progress following receipt of City comments at the end of the 14-day City review period.

#### Task Deliverables

- > 90% Design Plans
- > 90% Design Report
- > 90% Engineer's Cost Estimate
- > 90% Draft Technical Specifications

## **6. Task 6: Final Plans and Design Report**

The final design iteration will be based on the 90% Plans and associated documents, incorporating City review comments and comments through permitting process, to advance the set to the Final Design Stage. The Final Design Set will include:

- 6.1. Engineer-stamped construction-level Final Plans
- 6.2. Final Engineer's Cost Estimate
- 6.3. Technical Specifications

#### Task Assumptions

- > Final Design Report shall be a compilation of all plans, processes, modeling results, permits, and project communications leading up to the Final Design.

**Reference:** Pioneer Park Riparian Restoration

- > Final Milestone deliverable will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and provide the Final Package to the City with the comment log completed to indicate comment resolution. Additional rounds of review and resolution are outside the scope of this effort.

#### Task Deliverables

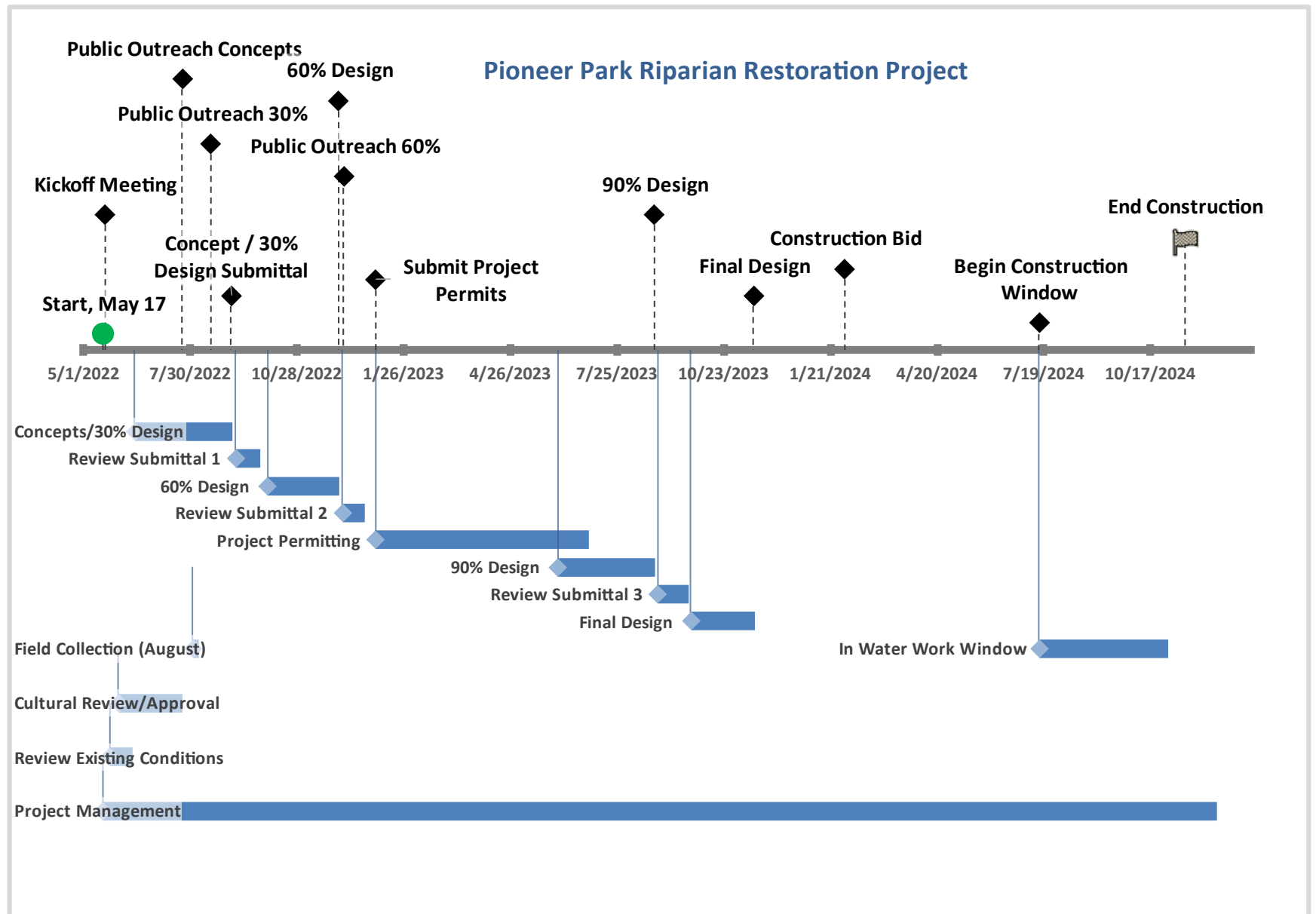
- > Final Construction Plans (signed and stamped by a licensed Washington engineer)
- > Final Technical Specifications (signed and stamped by a licensed Washington engineer)
- > Final Engineer's Cost Estimate
- > Final Design Report
- > Final No-Rise Certification Documentation

## 7. Proposed Schedule

Task/Deliverable	Completion Date
Notice to Proceed	5/17/2022
Kickoff meeting	5/19/2022
Draft Cultural Resources Report and Inadvertent Discovery Plan	6/15/2022
Site Investigation, Site Survey Data Collection and Analysis	7/20/2022
Concept Alternatives (30% Design)	9/02/2022
60% Design Plans, Design Report, and Cost Estimate	12/02/2022
JARPA Submittal	1/02/2023
90% Design Plans, Design Report, Cost Estimate, and Technical Specifications	8/25/2023
100% Design Plans, Design Report, Cost Estimate, and Technical Specifications	11/17/2023
Bid Solicitation	2/02/2024
Construction	7/15/2024



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 Portland OR 97204-3128






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## 8. Proposed Budget

Top Task/Deliverable	Top Task Budget
Task 1: Project Management and Meetings	\$26,828
Task 2: Data Collection	\$43,484
Task 3: Preliminary Plans and Design Report	\$34,361
Task 4: Permitting	\$20,430
Task 5: 90 Percent Plans and Design Report	\$19,174
Task 6: Final Plans and Design Report	\$9,467
<b>Total Project Cost</b>	<b>\$153,744</b>

Respectfully,

**STANTEC CONSULTING SERVICES INC.**

**Joe Richards** PE, CWRE

Stantec

Principal Engineer

Mobile: 503-830-9669

joe.richards@stantec.com

Design with community in mind

**NON-DISCRIMINATION IN BENEFITS AFFIDAVIT**

(Must Be Completed for All Bids in Excess of \$50,000.00)

State of Washington )

) ss

County of )

Chapter 3.46 of the Tumwater Municipal Code provides for non-discrimination in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse by contractors providing supplies or services to the city estimated to cost fifty thousand dollars (\$50,000) or more.

\_\_\_\_\_, being first duly sworn, on their oath, states that they have reviewed Chapter 3.46 of the Tumwater Municipal Code and hereby certifies that \_\_\_\_\_ is in compliance  
(Name of Firm)  
with TMC 3.46.

\_\_\_\_\_  
Signed\_\_\_\_\_  
Type/Print Name

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Type/Print NameNotary Public in and for the State of  
Washington.

My commission expires \_\_\_\_\_.

TO: Public Works Committee  
FROM: Dan Smith, Water Resources & Sustainability Director  
DATE: June 9, 2022  
SUBJECT: Hopkins Drainage District #2 Update

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1) Recommended Action:

None. Item is for discussion only.

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2) Background:

Staff will review current state of understanding related to issues arising from Hopkins Drainage Ditch emergency declarations and impacts to the City, and by extension, other property owners within the perceived impact area. Following an initial engineering analysis by City staff and varied communications with Mat Jackmond, Commissioner of Hopkins Drainage District #2 (District), the City requested more information to evaluate the claims made by Mr. Jackmond and determine if further discussions were warranted. To date, no further information has been provided, and therefore the City continues to disagree with the position put forth by the District and objects to its inclusion in the District.

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3) Policy Support:

Not applicable.

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4) Alternatives:

☐ None.

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5) Fiscal Notes:

More information is needed; however, preliminary estimates suggest that the District seeks an initial assessment of \$750 per non-commercial property, and an on-going maintenance assessment of 10% the initial assessment annually. Commercial properties would be assessed \$2500. The City owns two parcels within the Preserve development.

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6) Attachments:

- A. 2022-1-18 Summary of Testimony to City Council provided by Mat Jackmond
- B. 2022-2-1 Public Comment from Mat Jackmond, Hopkins Drainage District #2
- C. 2022-2-15 Letter from City to Mat Jackmond
- D. 2022-4-12 Letter from Britton Law Office to City
- E. 2022-4-28 Letter from City to Britton Law Office
- F. 2022-6-2 Letter from Hopkins Drainage District #2 to City

## SUMMARY -Testimony before the Tumwater City Council on January 18<sup>th</sup> 2022:

Good evening Mr. Mayor, Council Members, & County Commissioners, My name is Mat Jackmond and I am and have been a Commissioner with the Hopkins Drainage Ditch District #2 in Thurston County for most of 40 years. I would like to testify about the Stormwater Problem created by “The Preserve” housing Development on the north side of 93<sup>rd</sup> Ave. at the southeast corner of the City. I will try to limit my testimony to the 3 minutes allotted to me so I will be talking fast. I have sent you other documents about this problem.

This Drainage District was established in 1904 under RCW 85. Our District operates on a budget of \$ 2471.20 dollars per year, I sent you a map of the area south of the City that we are responsible for.

The City of Tumwater has a newly annexed and developed residential area on the north side of 93<sup>rd</sup> Ave. In developing this area, the City made a lake out of a pond on the north side of 93<sup>rd</sup> Ave. behind the housing development and improved the drainage under 93<sup>rd</sup> Ave. to facilitate moving Stormwater flow away from the housing area. By these actions the City has increased stormwater that flows into the most upstream extent of the Hopkins Drainage Ditch by removing the filtration area that slowed water movement and replacing it with housing. This was done without any concern for where that water was going to have to go, nor did anyone from the City ever contact the Drainage Ditch District for input. As shown in the map and seen by visual surveys, the residents in this area are experiencing some of the highest flooding that they have ever seen. The current flooding is worse than that experienced in 1996 or 2007. This additional flow magnified the effects of the high-water event in the first week of January which included the overflowing of State Highway 121 (Tilley Road) for the first time since 1996. Additionally, 93<sup>rd</sup> Ave. in the Preserve area flooded over for the first time in recorded history

I am here tonight to ask the City of Tumwater for help to mitigate the Stormwater problem that has been exacerbated by the actions of the City. Specifically:

- The City has a Stormwater Fund and the Hopkins Drainage Ditch District is asking that the City allocate some of those funds to help the District to improve the drainage between 93<sup>rd</sup> Ave. and the west side of Tilley Road (Highway 121).
  - The improvements needed include the cleaning and re-establishment of the ditch channel between 93<sup>rd</sup> Ave. and just south of 100th Ave.
  - and the improvement or replacement of 3 culverts under County Roads, and at least 2 culverts on private property,

The cost of the amount of work necessary is estimated to be in excess of \$75,000 for work that can be managed by the Ditch District and does not include any work needed to be done by Thurston County Roads to upgrade the Road Culverts.

Thank you and I will take any questions that you have and look forward to your positive response on our request.

Mat Jackmond, Commissioner (Position 2)  
Hopkins Drainage Ditch District #2 in Thurston County  
10330 Tilley Road S.  
email: [mjackmond@wa.net](mailto:mjackmond@wa.net)  
Cell: (360) 951-1046

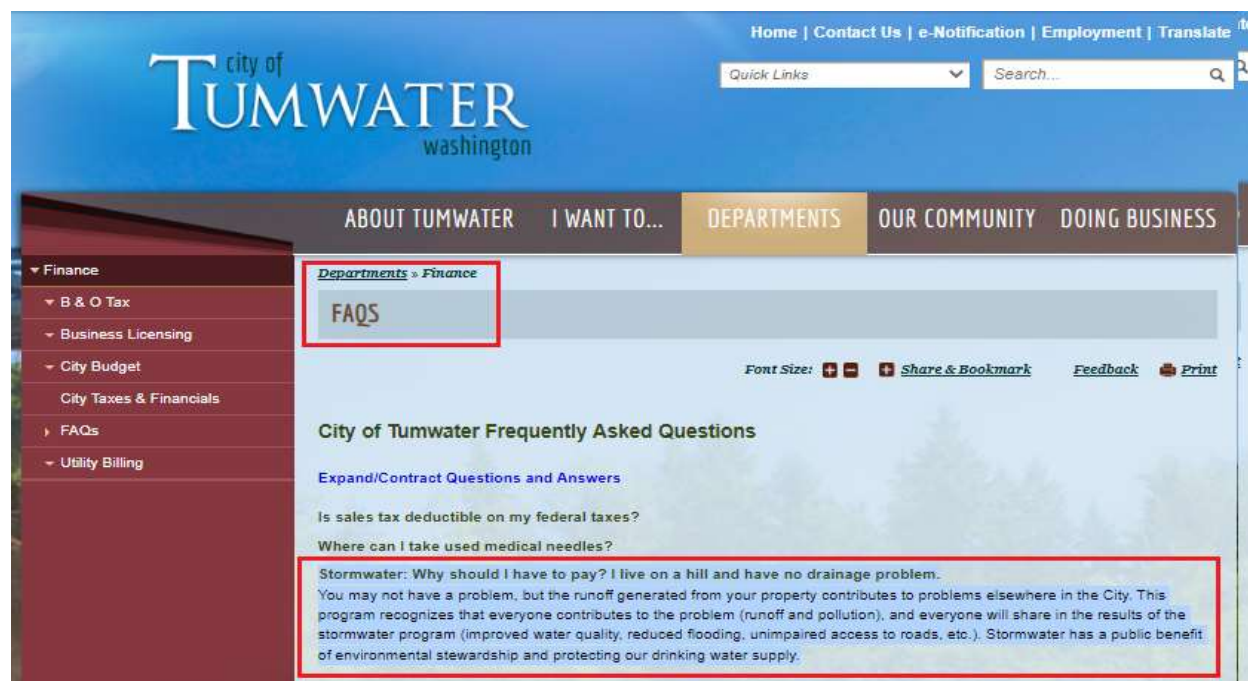
City of Tumwater & Flooding “in the Open-Space OF” and “south of” The Preserve Housing Dev.  
02/01/2022

**Here is my Public Comment of the position of the Hopkins Drainage Ditch District #2:**

Hello Ms. Mayor and Councilpersons, my name is Mat Jackmond, I am a Commissioner with the Hopkins Drainage Ditch District #2 in Thurston County- established in 1904 under RCW 85.06. We are a small “Special Purpose District” in the area just south of Tumwater and the Olympia Airport. I commented at the last City Council Meeting, which was also a Joint Meeting with the Thurston County Commissioners. I would like to apologize to Mayor Sullivan; I’m sorry I addressed you a “Mr Mayor” last time, I get very nervous addressing Government and I was following the suggestions on the City Website under “Giving Testimony” at this meeting. At this point I would like to note that 6 members of this body mention “Protecting the Environment or Environmental Sustainability” in their Website Profiles, and one of the stated “City of Tumwater Strategic Priorities 2021-2026” is “Be a Leader in Environmental Sustainability”. This being the stated policy of the members and the City, I would hope you want to hear what I have to say tonight and will not cut me off if my comments run a few seconds longer than normally allowed.

At the last meeting I gave Public Comment concerning the increased Stormwater Flow on the areas downstream of The Preserve during the Flooding in January and the “effects and problems caused by the increased stormwater flow” to downstream areas. In that comment the Ditch District requested financial assistance to deal with this. Frankly, the response from the City through Mr. Doan, the City Administrator, was and is woefully inadequate. Mr. Doan’s response was 2 or 3 short paragraphs in length alluding to the engineering theory and did not respond at all to our request for financial assistance. Frankly we see his response as a flagrant dismissal of the problem and truly the dismissal of the Ditch District as a Governmental entity.

A review of the City Website shows under the “Finance Department – Frequently Asked Questions” the picture provided below and says:



I will read it here so everyone knows what the City’s official position is:

This is the 3<sup>rd</sup> questions of 20 questions asked and answered by the City.

Question: **“Stormwater: Why should I have to pay? I live on a hill and have no drainage problem.**

City of Tumwater & Flooding “in the Open-Space OF” and “south of” The Preserve Housing Dev.  
02/01/2022

**You** may not have a problem, but the **runoff generated from your property contributes to problems elsewhere** in the City. This program recognizes that **everyone contributes to the problem (runoff and pollution), and everyone will share in the results of the stormwater program** (improved water quality, reduced flooding, unimpaired access to roads, etc.). **Stormwater has a public benefit of environmental stewardship and protecting our drinking water supply.”**

I’m assuming that the city means “**Stormwater CONTROL**” has a Public Benefit, not the actual STORMWATER itself... This is a good “sound-bite”, but in light of The City’s response to the Ditch District, it is another example of “governmental placating”; good words but NO ACTION to back it up.

I come here again, requesting that the City start negotiating with the Ditch District in good faith to solve this problem. I’ve read the explanation on the City Website of the “Role of the Mayor” and the “Role of the City Council” and by these, it says that you have the power to make this happen. I would encourage the City to look at RCW 85.32 when considering whether the City has an obligation to negotiate with the Ditch District. If The City continues to ignore The Ditch District’s request we will have no other recourse than to use 85.32 to “make our citizens whole from this problem”.

Thank you and this concludes my Public Comment of the **Position Statement of The Hopkins Ditch District # 2 in Thurston County**, a neighboring governmental agency..



City Hall  
555 Israel Road SW  
Tumwater, WA 98501-6515  
Phone: 360-754-5855  
Fax: 360-754-4138

February 15, 2022

Mat Jackmond, Commissioner  
Hopkins Drainage Ditch District #2  
10330 Tilley Road S.  
Olympia, WA 98512

*Sent via email to [mjackmond@wa.net](mailto:mjackmond@wa.net)*

Dear Mr. Jackmond:

This letter responds to your comments regarding flooding within the Hopkins Drainage District boundaries. You indicate an action or lack of action by the City of Tumwater related to “The Preserve” development resulted in an increase in stormwater flow through Hopkins Ditch, exacerbating flooding issues within District boundaries during December 2021 and January 2022 weather events.

Theoretically, an increased stormwater flow may be possible with any project that increases impermeable surface area. However, the likelihood of the development causing any adverse impacts is precluded by mitigation. Engineering measures account for soil strata and the hydrology of the development site. City staff followed all requirements for reviewing studies and reports by industry professionals. It was demonstrated there would be no change between pre- and post-development conditions related to stormwater downstream of the site. City staff have further reviewed the reports following your comments and have reconfirmed the adequacy of the development’s stormwater design and the professional opinions of no effect.

We understand your concerns about flood severity and see how you might draw your conclusion given the timing of the development and the subsequent increase in flood severity. However, the reasonable cause of the increase in flood severity was the record-setting rain event concurrent with snow and ice melt. At the same time, the water table was already high.

City staff reviewed data from all available monitoring wells, stream gauges, and precipitation gauges in the immediate vicinity and within the same basin and several in distinct basins or watersheds. We have provided a review of that data as an enclosure with the location where you can review the data for each gauge.


The most significant points are:

- All but two of the gauges in the study area, including those in distinct basins, recorded their highest water elevations in the history of those gauges, most of which have collected between 10 and 23 years of data.
- We reviewed precipitation data at the Olympia Airport rain gauge that has collected data for over 75 years. The Olympia Airport rain gauge measured the third-highest amount of rainfall on record from October until January 14, when you contacted us.
- The measured precipitation for January 1-14 at the Olympia Airport rain gauge was by far the most on record (approximately 50% higher than the next highest), at a time when the water table was already high, all while snow and ice were melting.
- The measured rainfall for the 2-weeks before the peak of the flood was higher than the 1996, 1999, and 2007 flood events.

It is important to recognize flood events cannot be directly compared as each storm event is different inasmuch as the water table at the start of the events is different and the ground saturation is different. We know this flood event occurred much later in the rainy season than the 2007 event. This means the water table was already higher, and the soil column was more saturated than during the 2007 event. This flood occurred during a timeframe more similar to the 1996 event and earlier than the 1999 event of record. The recent event had significantly more rain in the 2-weeks building to the peak of the flood than all events of record and with ice and snowmelt simultaneously. It is unlikely this event will exceed the overall 1999 event of record because the rain persisted for much longer in 1999 even after the initial event, but the initial flood elevations should have been higher in this basin as they appear to have been.

We are confident that the data and information demonstrate the higher elevation of water and greater severity of flooding within the District boundaries and throughout the region are due to the record-setting abnormal weather event.

Sincerely,



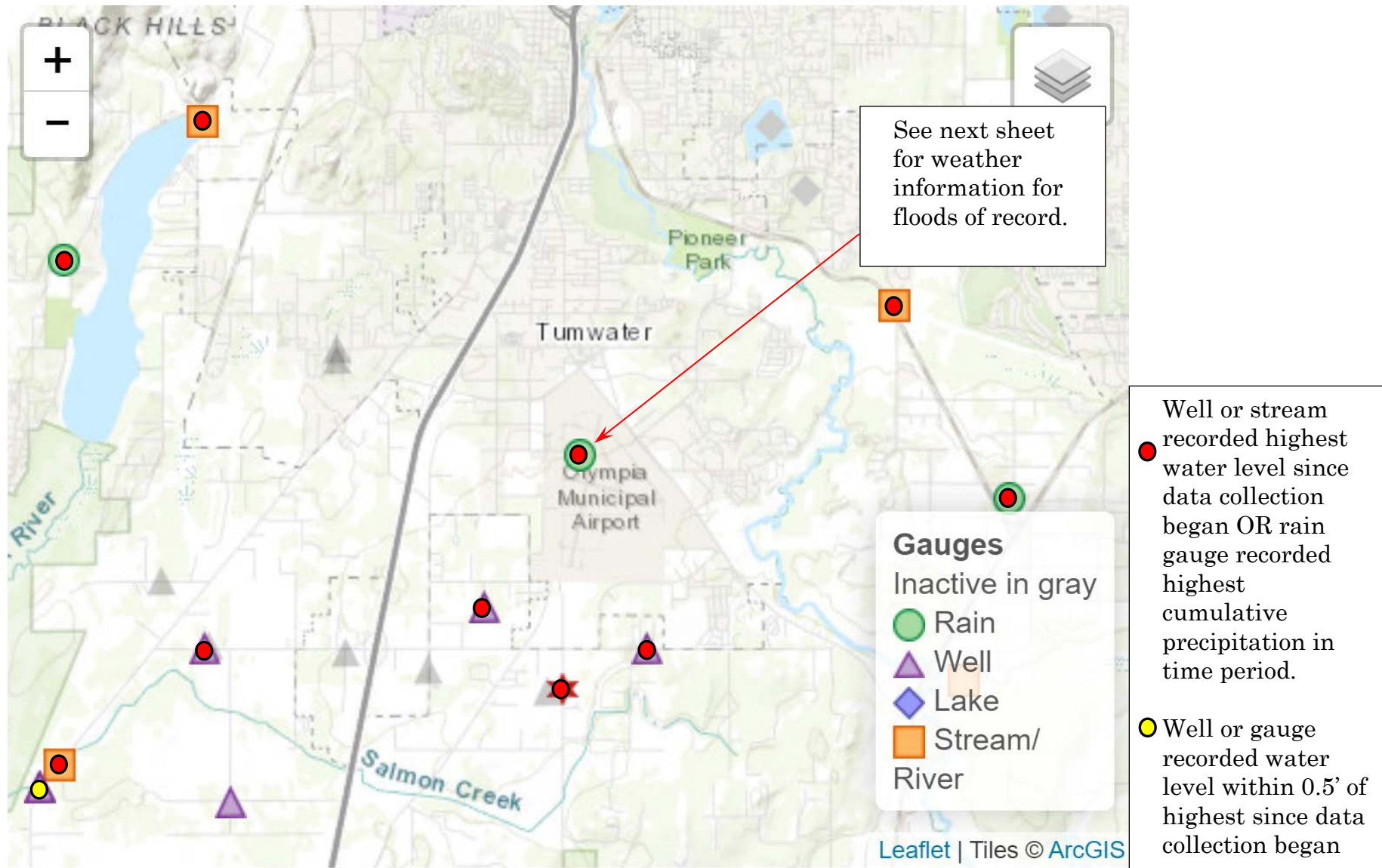
John Doan, AICP  
City Administrator

C: Mayor Debbie Sullivan  
City Council  
Brandon Hicks, PE, Transportation & Engineering Director  
Dan Smith, CSM, Water Resources & Sustainability Director

Attachments: Thurston County Monitoring Well Map  
Comparison of Precipitation During Floods of Record



## Thurston County Monitoring Well Map



Individual gauge data available at: [Thurston County | Planning | Water Monitoring Dashboard \(thurstoncountywa.gov\)](https://thurstoncountywa.gov/planning/water-monitoring-dashboard)

## Comparison of Precipitation During Floods of Record

### 2022 Flood

Gauge water elevation at 93<sup>rd</sup> Ave (north side of 93<sup>rd</sup> at development) at start of event: 184.2 feet  
 Gauge water elevation at 93<sup>rd</sup> Ave (north side of 93<sup>rd</sup> at development) at peak: 189.8 feet (rise in EL = 5.6 feet)  
 Gauge water elevation at Tilley (south of 93<sup>rd</sup>) at start of event: 189.8 feet  
 Gauge water elevation at Tilley (south of 93<sup>rd</sup>) at peak of event: 193.2 feet (rise in EL = 3.4 feet)  
 Cumulative Inches rain from October 1 to January 14: 37.01 inches **(third highest on record)**  
 Cumulative Inches rain from January 1 to January 14 (14 days): **10.06 inches (highest on record)**  
 Cumulative Inches rain from December 14 to January 14 (14 days): **15.67 inches**

### 2007 Flood (Start of event December 1, 2007)

Gauge water elevation at 93<sup>rd</sup> Ave (north side of 93<sup>rd</sup> at development) at start of event: 177.4 feet  
 Gauge water elevation at 93<sup>rd</sup> Ave (north side of 93<sup>rd</sup> at development) at peak: 179.8 feet (rise in EL = 2.4 feet)  
 Gauge water elevation at Tilley (south of 93<sup>rd</sup>) at start of event: 182.8 feet  
 Gauge water elevation at Tilley (south of 93<sup>rd</sup>) at peak of event: 186.1 feet (rise in EL = 3.3 feet)  
 Cumulative Inches rain from December 1 to December 14 (14 days): **6.60 inches**  
 Cumulative Inches rain from November 14 to December 14 (4 weeks): **8.33 inches**

### Winter 1998/1999 Flood (February 10, peak of flood)

Event occurred prior to gauge data at 93<sup>rd</sup> Ave (north side of 93<sup>rd</sup> at development) or at Tilley (south of 93<sup>rd</sup>)  
 Cumulative inches rain from to January 28 to February 10 (14 days): **7.03 inches**  
 Cumulative inches rain from to January 10 to February 10 (4 weeks): **17.94 inches**

### Winter 1996 Flood (12/26 to 2/10, main flood 12/26 to 1/6/97)

Event occurred prior to gauge data at 93<sup>rd</sup> Ave (north side of 93<sup>rd</sup> at development) or at Tilley (south of 93<sup>rd</sup>)  
 Cumulative inches rain from December 26 to January 8 (14 days): **8.53 inches**  
 Cumulative inches rain from December 8 to January 8 (4 weeks): **13.31 inches**

## BRITTON LAW OFFICE, PLLC

535 Dock Street, Suite 108, Tacoma, WA 98402

T: (253) 383-7113 ♦ F: (253) 572-2223 ♦ E-mail: [brittonlaw@comcast.net](mailto:brittonlaw@comcast.net)

April 12, 2022

VIA CERTIFIED US MAIL  
RETURN RECEIPT REQUESTED

Mr. John Doan  
City Administrator

Ms. Karen Kirkpatrick  
City Attorney

CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501



Dear Mr. Doan:

This office represents the Hopkins Drainage District No. 2, a special-purpose district organized under what is now Chapter 85.06 RCW ("the District"). The District has maintained a drainage system known as Hopkins Ditch since 1901.

Mat Jackmond, one of the three Commissioners of the Hopkins Drainage District, met recently with Dan Smith, the City's Director of Water Resources, and one of his engineering staff about the flooding problem that a group of neighboring housing developments, comprising 414 Housing Units and 20 Commercial Warehouse Units known as "THE PRESERVE AT TUMWATER PLACE", "TUMWATER COMMERCE PLACE" and "TILLEY CORPORATE CENTER" developments (the "Preserve Developments") have caused in the Hopkins Ditch. The Preserve Developments are situated outside the District's jurisdiction, but nonetheless benefit from the District's maintenance of Hopkins Ditch. Mr. Jackmond met with City staff to try to understand the City's view, but unfortunately, Mr. Smith does not seem to have taken the District's concerns seriously.

The District recently declared an "Emergency or Disaster" due to the increased flow of stormwater in the extreme upland portion of the drainage area maintained by the District. On February 19, 2022, a public Drainage District Commission Meeting was held to address the January Flood event. (See <https://hopkinsdrainageditch.us/january-2022-pictures>). The pictures on our public website were taken several days after the highest high water of that event, but they do clearly show the immense body of water that consolidated downstream from 414 residences and 20 businesses located within the City of Tumwater. The District's finding that the increased flooding of the District's drainage system is caused by increased impervious surface created by the Preserve Developments, is supported by the attached opinion of hydrologist Joseph T. Brascher.



City of Tumwater

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At the February 19 meeting, the District took several steps and adopted several Resolutions in connection with the increase in flooding in this area. Of interest to the City should be Resolutions HDD2-R2022-0003 through 0007, all of which are attached. These Resolutions are summarized as follows:

- **HDD2-R2022-0003 – Declaration of Emergency or Disaster 2022**

An Emergency or Disaster is declared to be in existence caused by the extreme rain event and flooding of early January 2022 in the upper reaches of the "Hopkins Drainage District # 2 in Thurston County." This Emergency is not limited to the high-water event of January 2022, because of its divergence from the normal flooding events; therefore an unfunded and total re-establishment of the Ditch Channel between Tilley Road and 93rd Ave is required, causing an inability of the Ditch District to mitigate this flooding from occurring in the near future with the current Revenue levels. Due to this Emergency or Disaster, the Commissioners need to find Revenue to solve this Emergency or Disaster.

- **HDD2-R2022-0004 – Determination of Newly formed Lake**

A visual survey of the area upstream of the Ditch District Boundaries found that a "Lake" had formed where there was never a lake this size before. The Commissioners have determined that the outflow of the "Lake" is the predominant cause of the Emergency or Disaster. The Commissioners have determined that the amount of water that comprises the Lake is not the normal amount of water that has been seen in this area in previous floods. By historical geological records and 4 generations of local knowledge, it is obvious that the concentrated runoff from the 414 homes on small lots and 20 businesses is being funneled into large "stormwater holding ponds " that being above the barometric level of the "Lake" have contributed to the extreme amount of additional water creating the "Lake". By historical geological records and 4 generations of local knowledge it is also obvious that the porous sub-surface soils in the area allowed the water funneled to the City of Tumwater engineered "stormwater holding ponds" to be quickly directed to the new "Lake" rather than being contained within the property as designed. That the concentration of 414 homes and 20 businesses that make up the City of Tumwater Housing Development has caused the development of the "Lake" during times of high rainfall. That the additional outflow of this additional influx of stormwater causes an increased and undue burden on the current Ditch District Facilities that requires improvements to the Ditch District Facilities, especially in the area upstream from Tilley Road (WA Highway 121).

- **HDD2-R2022-0005 – Determination of Cause of Emergency or Disaster**

The Commissioners have determined that the cause of the Emergency or Disaster is the additional 414 Housing Units and 20 Commercial Warehouse Units known as "THE PRESERVE AT TUMWATER PLACE", "TUMWATER COMMERCE PLACE" and "TILLEY CORPORATE CENTER" developments within the City limits of Tumwater. Further, it is determined that the

City of Tumwater

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improvements outside of the territorial limits of the district and within the City of Tumwater are receiving a service from the facilities of the Hopkins Drainage Ditch District, and are benefited in that waters from such lands through ditches, drains, or other artificial methods are so cast as to have outlet through the district's facilities. Additionally, it is determined that district's facilities furnish a benefit to the 414 Housing Units and 20 Commercial Warehouse Units in protecting against and furnishing runoff for surface and/or flood waters of this newly developed area within the City of Tumwater. The Ditch District must devise a plan to improve the overall drainage of the ditch from Tilley Road (Hwy 121) to the Lake as it is an additional burden as determined in Resolution 2022-0004 and to mitigate the Emergency or Disaster declared in Resolution No. 2022-0003.

- **HDD2-R2022-0006 – Move forward with remedies of RCW 85.32**

Due to the finding in Resolutions 2022-0003 that an Emergency or Disaster Exists, and pursuant to Resolutions 2022-0004 and 2022-0005 which determined that creation of the "Lake" is the precipitating cause of the Emergency or Disaster. RCW 85.32 provides for creation of a roll of property thus served and benefited by the district's facilities and annual dollar rate levy assessment for continuous benefits furnished such properties. The Commissioners will undertake the process allowed for in 85.32, unless the Commissioners are able to negotiate a solution with the City of Tumwater for the Stormwater Mitigation through the use of moneys from the City of Tumwater Stormwater Fund #411.

- **HDD2-R2022-0007 – Request to City of Tumwater for relief Prior to moving forward with RCW 85.32**

In 2004 the City of Tumwater adopted Resolution No. R2004-012, adopting the Salmon Creek Comprehensive Drainage Basin Plan. By adoption of the "Salmon Creek Comprehensive Drainage Basin Plan Phase II: Alternatives Analysis and Recommendations (2004)" The City of Tumwater acknowledged the facts set forth therein, specifically that:

- "Thurston County residents began localized attempts to address flooding in Salmon Creek Basin in the late 1870s. Flood control efforts, authorized and unauthorized, have continued until present time. These efforts fall into four general categories: 1. Sanctioned, **long-term flood control projects**, such as Hopkins Ditch;
- "Water moves out of the basin primarily through ditches and stream ... The principal surface-water drainages in Salmon Creek Basin include: Salmon Creek/Hopkins Ditch, in the central portion of the basin, which drains southwestward to the Black River "
- "Salmon Creek and Hopkins Ditch are names applied to a continuous set of surface drainages in the south part of the basin, running from the South Union area east of 1-5 to the Black River. "
- "Salmon Creek Basin is naturally prone to flooding because of its geology and flat topography. The Hopkins Ditch system (approximately



City of Tumwater

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nine miles) . . . help reduce the onset and duration of flooding, but cannot eliminate flooding during exceptionally wet years."

- "The Hopkins Ditch District should continue to maintain Hopkins Ditch and assess corresponding rates. The District should assess current service levels and rates and develop strategies to increase maintenance activities.

- "An active ditch district maintains Hopkins Ditch to this day.", and that "Salmon Creek and Hopkins Ditch are the primary, year-round surface water features within Salmon Creek Basin."

- "The recommendations also seek to ensure that any new development is not built in flood-prone areas , or does not worsen flooding problems for existing properties. The plan would allow development on property not vulnerable to flooding to occur in a manner and scale that does not increase flooding of downstream properties. It also recognizes the importance of maintaining Hopkins Ditch"

- "New development can increase flooding problems by placing new structures in harm's way as well as by increasing runoff, reducing evapotranspiration, and concentrating recharge."

The Hopkins Drainage District seeks to negotiate with the City of Tumwater for an allocation from the City Stormwater Fund (set up for the purpose of maintaining stormwater drainage systems for the benefit of City residents) the amount of \$360,500.00, for work to be undertaken by the District in 2022 to mitigate the Emergency or Disaster flooding, described in the Drainage District Resolutions 2022-0003 , 2022-0004, and 2022-0005, quoted above, which are caused by the increased stormwater flow from the Preserve Developments within the City limits of Tumwater. We make this offer mainly because we think it is more equitable for the residents of the Preserve Developments to benefit from an established City fund that they (presumably) already pay taxes into *for this very purpose*, thus spreading the burden throughout the entire City, than to focus the burden on them as the benefitted properties, as the District will have to do.

Should the City not agree to allocate the requested \$360,500.00 from the City's Stormwater Fund within 30 days of your receipt of this request, the Drainage District will move forward with the special assessment process for properties located outside of District boundaries, as authorized by RCW 85.32.040 *et seq.*, to assess and levy the necessary revenue to deal with the immediate need of the Emergency or Disaster created by the above-described flooding, by assessing an estimated \$750.00 for each of the 414 Residential parcels, and \$2,500.00 for each of the 20 Commercial parcels for the first year of construction, and then add those parcels to the Tax Rolls of the Drainage District as allowed by RCW 85.32.050 until the costs of the contemplated improvements have been paid in full. They will then be added to the District's tax rolls on a permanent basis as authorized by RCW 85.32.210.

City of Tumwater

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Hopkins Drainage District No. 2 would like to give the City the opportunity to spare the homes and businesses this additional and unplanned Tax burden beginning in 2023. As is clearly spelled out in the City's own Budget Documents, the City has a projected 34% "Excess Funds" in Fund #411 (which is only required to maintain 20% in reserves); that "excess" amounts to \$ 2,048,186.00, which is well in excess of the \$360,500.00 that the District is prepared to assess in Taxes through the Ch. 85.32 assessment process. These "excess" funds are meant for "rainy day Stormwater" contingencies, which is what we have here.

This offer letter is obviously a public record under the PRA, and will have to be made available to any member of the public, (including, of course, any resident of the Preserve Developments), to answer any questions that may be asked as to why the City did not shelter their Taxpayers from what is essentially *double taxation* (first, to the City of Tumwater Stormwater Fund, and then to the District via special Emergency assessment) for stormwater facilities benefitting their properties. It will be shared with any residents of the Preserve Developments who inquire.

The District's proposed tax levy is clearly authorized under Ch. 85.32 RCW; however, it hardly seems fair that the residents of the Preserve Developments will also continue to pay City taxes into the Stormwater Fund, basically for nothing, at the same time they are paying another taxing district that will actually be providing the stormwater-mitigation service. The City of Tumwater clearly has sufficient funds available right now to deal with this and still maintain 32.139% in "Excess Funds" in City Fund #411, well over the 20% minimum.

Please respond no later than close of business on Friday, May 20, 2022, to this letter and request for the following:

- the inclusion of a "Hopkins Ditch" line item in City Fund # 411 of \$360,500.00 for 2022 (payable to Thurston County Fund 6350 by July 1, 2022);
- an ongoing inclusion of a "Hopkins Ditch" line item in City Fund # 411 of \$36,050.00 (payable to Thurston County Fund 6350 by July 1<sup>st</sup> each year).

Absent a written agreement between the City of Tumwater and Hopkins Drainage District #2 in Thurston County by May 31, 2022, the Drainage District will begin the hearing process as required by RCW 85.32.040 *et seq*, which will conclude with a special assessment being levied on the individual Preserve Developments properties as described above.

If the City and the District can come to an agreement, we can protect the new Homeowners in the Preserve Developments from a double taxation for stormwater

City of Tumwater

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facilities, and the project can be undertaken this summer (2022), rather than delaying until August of 2024; this may well avoid the negative consequences of another possible "Flood Event" next winter. We hope the City of Tumwater will decide to do what is in the best interest of all affected residents.

Please share this with your legal counsel, and contact me at (253) 720-8730 if you have any questions.

Very Truly Yours,  
BRITTON LAW OFFICE, PLLC



David J. Britton



**CLEAR CREEK SOLUTIONS, INC.**

6200 Capitol Blvd SE Suite F  
Tumwater, WA 98501  
360-943-0304  
[www.clearcreeksolutions.com](http://www.clearcreeksolutions.com)

DATE: 6 April 2022

TO: Mat Jackmond, Commissioner (Position 2), Hopkins Drainage Ditch District #2

FROM: Joseph T. Brascher, Principal Hydrologist, President/C.E.O.

SUBJECT: Hopkins Drainage Ditch Flooding Issues

**Introduction**

Clear Creek Solutions Inc. was asked to review the circumstances regarding localized flooding on Hopkins Ditch upstream of Tilley Rd. This letter reflects our understanding based on the information available for the site.

**Geology and Soils**

The geology and soils of the Salmon Creek Basin consist primarily of outwash soils overlaying defined aquifer layers. The first aquifer layer is approximately 25 to 50 feet below the surface. Because the overlaying soils are all generally well-draining, most of the rainfall infiltrates into the soils where it contributes to the first groundwater aquifer. If enough precipitation occurs during the winter months, this first aquifer fills and begins to express at the surface causing many locations in the basin to flood. Runoff from the basin is conveyed through a series of drainage ditches consolidating into the main drainage of the basin, that being the Hopkins Ditch which empties into the Salmon Creek and on into the Black River.

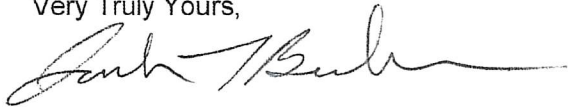
The Salmon Creek Basin has a flat slope and slowly draining surface water which necessitated earlier residents to cause the establishment of the Hopkins Drainage Ditch District to facilitate drainage of the surface waters out of the basin to Salmon Creek at Jones Road. Due to the slow flowing nature of the Hopkins Ditch area, winter flooding can be caused by seasonal high groundwater. Flooding can also occur due to high rainfall volumes over the course of the winter months. This flooding is typically not caused by a single flood event, and in the 1990s four of the winters had well above average rainfall totals and as a result showed corresponding high groundwater flooding throughout the basin. Previously this same sort of flooding occurred in the early 1970s.

Recently a portion of the basin that contributes to the Hopkins Ditch upstream of the Tilley Road crossing has shown some severe flooding that is not characteristic of the normal historical flooding trends. Flooding that occurred following the 4-inch rainfall event on January 6, 2022, is

likely the most severe flooding that this portion of the basin has experienced on record. This flooding was not accompanied by the usual high groundwater flooding throughout the rest of the basin. In addition, the 4-inch rainfall event is lower than events that occurred in January 2009, November 2006, October 2003, and the November and January events of 1990. Reported flooding in this portion of the watershed was not as severe for these events as it was for the most recent event. This demonstrates a shift in the type and cause of flooding in this area. This shift is likely caused by the construction of 414 new homes in the surrounding areas. The additional impervious area from this construction has increased the overall volume of runoff that occurs from the site. The runoff is then routed to several detention facilities that concentrate the water into a few locations. Due to the soil types in the area, it is likely that these facilities temporarily infiltrate a sizable portion of the runoff, which is then expressed to the surface nearby. Localized flooding is caused by the lack of slope and drainage capacity of the downstream system. It is likely that this will become a chronic flooding issue that will need relief.

To resolve the flooding issues the downstream channel must be altered. This will include cleaning out the channel and increasing the culvert capacity for up to five downstream culverts. There will need to be a downstream impacts study performed to ensure that upsizing these culverts does not shift the flooding problem downstream.

Very Truly Yours,



Joseph T. Brascher, Principal Hydrologist  
President/C.E.O.  
Clear Creek Solutions Inc.



## Joseph T. Brascher, President/CEO

**Hydrology**  
**Stormwater Modeling**  
**Water Resources Planning**  
**Flood Studies**  
**Expert Witness**

### Professional summary

Mr. Brascher has over 30 years of experience in numerous aspects of hydrologic modeling, stormwater management, and software development. Before co-founding Clear Creek Solutions in 2005, Mr. Brascher worked for the City of Olympia, Thurston County, and AQUA TERRA Consultants in Tumwater, Washington.

He has experience with HSPF, EPA SWMM, and numerous other hydrologic computer models. Mr. Brascher continues to be a recognized leader in the application and use of EPA's HSPF model. Mr. Brascher has also pioneered the integration of the EPA SWMM and EPA HSPF models. These efforts have produced seamlessly integrated continuous simulation models that incorporate the strengths of both models.

Mr. Brascher was the project manager and chief architect for the Western Washington Hydrology Model (WWHM) project for the Washington State Department of Ecology. This project involved the development of a software design tool that is based on EPA's HSPF continuous simulation model but incorporates the Washington State Department of Ecology standards for development in an extremely user friendly interface. Local precipitation and evaporation data are included with the software. WWHM includes a full range of Low Impact Development (LID) modeling tools including bioretention, rain gardens, green roofs, permeable pavement, lateral flow dispersion, planter boxes, grass bioswales, and infiltration basins. The model has become the standard for hydrologic modeling in Washington state.

In California Mr. Brascher has also developed the Bay Area Hydrology Model (BAHM), San Diego Hydrology Model (SDHM), Sacramento Area Hydrology Model (SAHM), South Orange Hydrology Model (SOHM), and the Santa Margarita Region Hydrology Model (SMRHM), all based on the same Windows HSPF software platform to meet hydromodification requirements.

In Oregon Mr. Brascher developed the Tualatin River Urban Stormwater Tool (TRUST) for Clean Water Services in Washington County.

In Texas Mr. Brascher consults with the Edwards Aquifer Authority to model groundwater recharge from nine major river basins into the Edwards Aquifer for water supply in south central Texas.

Mr. Brascher is currently working with HECOREA, Inc., to develop K-LIDM GIS Module and SWMM Linkage Module for the Republic of Korea.

Mr. Brascher has modelled drainage systems impacted by a rise in sea levels and associated Puget Sound high tides to anticipate future climate change impacts.



Joseph T. Brascher

## Education

BS Physics and Computer Science, The Evergreen State College, Olympia, WA, 1988

## Representative Assignments

**Gleneagle Court Case, Arlington, WA** - Provided hydrologic analysis of Gleneagle drainage area flooding of 67th Avenue NE and adjacent private properties in Arlington, WA. Developed a combined HSPF-SWMM computer model of drainage area and quantified extent and frequency of flooding. Analyzed multiple alternative solutions.

**Port of Seattle SeaTac Airport Comprehensive Stormwater Management Program** – Evaluated proposed stormwater control facilities in the Miller, Walker, and Des Moines Creek watersheds in support of the development of the third runway. Hydrologic models for these three watersheds were calibrated and used to evaluate current and future impacts from urbanization on the water resources of the three watersheds. Stormwater control facilities were designed for maximum performance and minimal impact. Summer low stream flows were computed for current and future conditions and the relative impacts were assessed with proper mitigation proposed. Provided expert witness testimony at public hearings.

**Western Washington Hydrology Model Version 2012 (WWHM2012), Washington State Department of Ecology** – Principal investigator in the development of WWHM2012 use in sizing stormwater control facilities in Western Washington. WWHM2012 is part of Ecology's Stormwater Management Manual for Western Washington.

**Drainage Needs Report, Snohomish County, WA** –Updated existing or created new HSPF models for Sunnyside Creek, Martha Creek, North Creek, Lunds Gulch, and Norma Creek and evaluated future land use impacts on flood frequency and flow duration and proposed structural alternatives to solve identified flood problems in the watersheds.

**Watershed Modeling Services, King County, WA** –Managed the construction and calibration of water quantity and quality models for two topographic basins – the Green-Duwamish and the Lake Washington-Ship Canal watersheds for King County Department of Natural Resources. These models support the two major projects, the Green-Duwamish Water Quality Assessment (GD WQA) and the Sammamish-Washington Analysis and Modeling Program (SWAMP). The primary purpose of the watershed water quality and quantity models is to support the GDWQA and SWAMP teams by simulating at a tributary level, surface and subsurface flow and associated physical, chemical, and biological loads to major receiving waters -- the Green River and Duwamish Estuary for the GDWQA and the major lakes for the SWAMP under a range of land use and infrastructure scenarios. Additionally these models provide a general tool for watershed analysis, management and educational outreach components of SWAMP and GDWQA, King County's ESA-response, aquatic resource protection, stormwater management programs, and ecological and human health risk assessment.

**City of Seattle Hydraulic Modeling On-Call Services** – Modeled the Densmore-Green Lake drainage system using WWHM3 with XP-SWMM routing to identify stormwater flooding problems and alternative solutions. Instructed SPU staff in the application of WWHM3 for SPU projects.



City Hall  
555 Israel Road SW  
Tumwater, WA 98501-6515  
Phone: 360-754-5855  
Fax: 360-754-4138

April 28, 2022

Mr. David J. Britton  
BRITTON LAW OFFICE, PLLC  
535 Dock Street, Suite 108  
Tacoma, WA 98402

*Sent via first-class mail and electronic mail*

Re: Hopkins Drainage District No. 2  
Public Records Act Records Request

Dear Mr. Britton:

We are in receipt of your letter dated April 12, 2022. Upon review, we do not agree with, nor have you provided sufficient basis or evidence supporting your assertion that increased flooding of the District's drainage system is caused by increased impervious surface created by the Preserve Developments or that the Preserve Developments benefit from the District's maintenance of Hopkins Ditch. The City does not have authority to spend City utility funds in the manner you propose on non-City facilities outside of the City's jurisdictional boundaries.

After reviewing relevant statutes, the City also believes that any assessment the District proposes to assess would need to be equalized over all properties in the District, not just the properties located outside of the District in Tumwater. See RCW 85.06.130; 85.32.050. Even if your allegations that these properties have contributed to flooding due to the acts of God that occurred in January, we do not believe that the District may lawfully assess only properties in Tumwater without also assessing properties in the District who would receive an improper benefit from having the burdens of maintaining the District's facilities borne by those outside the District boundaries. Such a result raises significant equal protection issues.

To better review the claims and allegations made in your April 12<sup>th</sup> correspondence, the City is making the following Public Records Act records request:

- 1) All maintenance records, flow analyses, drainage studies and/or reports, hydrologic assessments, elevation surveys, photographs, upstream analysis, and flood complaints for the past fifteen (15) years;
- 2) Copies of Ditch Districts rolls of rates and charges for the past fifteen (15) years, and any documents relative to the development of assessments for the properties within the District;
- 3) Copies of any drainage reports for new development(s) within the Ditch District for the past fifteen (15) years;



Mr. David J. Britton

April 28, 2022

Re: Hopkins Drainage District No. 2 – Records Request

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- 4) Copies of the District's annual budgets for the past fifteen (15) years;
- 5) Any and all documents regarding how maintenance decisions have been made over the past fifteen (15) years and what decisions were made with respect to maintenance for the past fifteen (15) years;
- 6) Copies of all District meeting minutes for the past fifteen (15) years;
- 7) All reports regarding evaluation of maintenance needs for District facilities and all maintenance estimates, contracts, locations of work performed, and results of work performed for the past fifteen (15) years;
- 8) Any filings, actions, and resolutions of the District for the past fifteen (15) years;
- 9) Copies of all documents referenced in the letter dated April 12, 2022, from Britton Law Office including the estimate used to come up with the \$360,500 figure, all records used in the formation of that estimate, and any records provided to or from Clear Creek Solutions, Inc.
- 10) Copies of all invoices and warrants paid for any maintenance activity of the District.
- 11) Copies of all invoices submitted by Britton Law Office for the previous three years.
- 12) Any comments provided by the District to any public agency concerning drainage from new development within the past fifteen (15) years.
- 13) Any Audit Reports received from the Washington State Auditor for the past fifteen (15) years.

We look forward to receiving the requested records. These documents are critical to the City's review of your claims that a \$360,500 assessment is needed against the citizens in the Preserve and adjacent neighborhoods. Such information is needed prior to any public hearing on any proposed assessment. As such, this request is time sensitive. We are copying the District to ensure prompt receipt and processing of this Public Records Act request as required by RCW 42.56.520. If there is a need to release the records in batches due to the amount requested, we would ask that you release the most recent records first.

Very truly yours,



Karen Kirkpatrick  
City Attorney

Cc: Mike McManus, Hopkins Drainage District No. 2 Commissioner  
Mat Jackmond, Hopkins Drainage District No. 2 Commissioner  
Thomas Thorning, Hopkins Drainage District No. 2 Commissioner  
Dan Smith, Water Resources & Sustainability Director  
John Doan, City Administrator

June 2, 2022

From:  
Commissioners  
Hopkins Drainage Ditch District #2 in Thurston County  
(mail only address)  
10330 Tilley Road S., Olympia, WA 98512  
email: [commissioners@hopkinsdrainageditch.us](mailto:commissioners@hopkinsdrainageditch.us)  
website: <https://hopkinsdrainageditch.us>  
Cell: (360) 951-1046

City of Tumwater

JUN 07 2022

Water Resources &  
Sustainability

Dear Landowner,

This is your **official “Notice of hearing”** from the **Hopkins Drainage Ditch District #2 in Thurston County as required by RCW 85.32.060.**

In accordance, you are being notified that:

(1) The board has tentatively determined that the property of the owner or reputed owner named is receiving and will receive service and benefit from the facilities of the **“Hopkins Drainage Ditch District #2 in Thurston County”**;

(2) The board has caused a tentative roll of the properties with any improvements thereon which are receiving and will receive service and benefit to be filed with it; and that the roll shows a base of valuation thereon for the properties against which annual dollar rates will be levied and collected in the same manner as general taxes to pay the fair value of the benefit and service received and to be received by the property through use of the facilities of the **“Hopkins Drainage Ditch District #2 in Thurston County”**, and to pay the annual cost of operation, development, and maintenance of the district and its facilities;

(3) On **July 9<sup>th</sup> @ 10:00 at the South Union Grange Hall**  
**10030 Tilley Road South (State Highway 121)**  
**Olympia, WA 98512,**

the board will give consideration to the facts and the roll, will hear all objections filed, will review the roll and alter, modify, or change the same consistent with facts established and with equity and fair dealing concerning the properties involved to the end that just levies will be made for service and benefits received and to be received against each property for the purposes mentioned; and at the hearing or continuance thereof, it will adopt the roll in final form and certify and file a copy thereof with the assessor and treasurer of the county wherein the property is located; and will cause annual millage to be levied against such established valuations for the purposes stated;

(4) All persons desiring to object to the proceedings, to the proposed base valuations, or to any other thing or matter in connection with the proceedings, must file written objections with the board stating clearly the basis of the objection before the time of the hearing, or all objections will be deemed waived.

This action is being undertaken because of the following:

1. In the first week of January 2022 the “Hopkins Drainage Ditch District #2 in Thurston County” experienced the worst flooding in recent history (going back at least 45 years) in the area upstream of Tilley Road/State Highway 121. (Recorded in Resolutions 2022-0003 through 2022-0005 dated 2/19/2022)
2. “Hopkins Drainage Ditch District #2 in Thurston County” approached the City of Tumwater several times to ask for assistance, including a 30-day notification and request prior to this action, requesting that the City shield their citizens from this additional taxation by using some of the demonstrated \$4.4-Million “Stormwater Fund Surplus”, but was rebuffed.

Additionally:

1. "Hopkins Drainage Ditch District #2 in Thurston County" has also approached Thurston County Stormwater recently for the \$259,217.70 in "Stormwater Taxes" paid by our Landowners and is working toward a resolution with the County Commissioners.
  - a. Additionally, in an effort to recover the use of these "Stormwater Tax Fund" monies, "Hopkins Drainage Ditch District #2 in Thurston County" introduced legislation in the 2022 Session, but due to other pressing legislation, our Bills did not receive passage.
2. The "Hopkins Drainage Ditch District #2 in Thurston County" is also increasing the "Tax Levy Rate" on the existing Landowners/Tax Payers to increase "Maintenance Funding" going forward, HOWEVER;
  - a. The Ditch District has the expectation, by language in RCW 85.06.220 and 230 which in summary say that:

IF a City is acting as a drainage district (which in effect the City of Tumwater is, and is allowing or facilitating their stormwater to be directed downstream), then  
***"All costs for the enlarging or improving of said lower system that may be required shall be assessed to the landowners in the upper district according to the benefits to be derived from the construction of said entire system, and no additional cost shall be thrown upon the lower district"***

The "**85.32 Hearing**" is in accordance with Hopkins Drainage Ditch District Resolutions 2022-0003 thru 2022-0006 and is needed to allow the Ditch District take advantage of our rights as stated in **RCW 85.32.100**:

***"...in many instances, properties lying outside of the territorial limits of such districts, have been and are being developed in such a manner that waters therefrom, through artificial rather than natural processes, are accumulated and discharged for outlet upon lands within such districts, and the facilities of such district are used without charge to furnish service and benefit to such lands. To furnish remedy for such situations where they are found to exist the state declares that it has an interest therein and this chapter is passed."***

This effort seeks to collect between \$360,000 and \$380,000 initially to re-establish and improve the Ditch in order to allow the Ditch (especially the headwaters, from 93<sup>rd</sup> Ave SE to Tilley Road) to handle the added flow of stormwater being contributed to the Ditch District by the 460 Parcels within the City of Tumwater boundaries, and add those contiguous parcels between 93<sup>rd</sup> Ave SE and the actual first Parcel that is currently on the Roles of the Ditch District. After this initial levy, a "Maintenance Amount" of 10% of the initial amount will be levied on an annual basis to assist in the Maintenance of the Drainage Facilities of the District.

Sincerely,

Mat Jackmond, Chairperson  
 Hopkins Drainage Ditch District #2 in Thurston County



Hopkins Drainage Ditch  
District #2 in Thurston County  
(mail only address)  
10330 Tilley Road S.  
Olympia, WA 98512

City of Tumwater

JUN 07 2022

CITY OF TUMWATER  
555 ISRAEL RD SW  
TUMWATER, WA 98501

Water Resources &  
Sustainability

Tax Parcel #s:  
69460000026  
69460000027