



**CITY COUNCIL
MEETING AGENDA**

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

**Tuesday, June 21, 2022
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Additions to the Agenda**
- 5. Special Items:**
 - [a.](#) Proclamation: Don Trosper Day - June 21, 2022
 - [b.](#) Regional Fire Authority Briefing on Governance (Brian Hurley)
- 6. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 7. Consent Calendar:**
 - [a.](#) Approval of Minutes: City Council Worksession, May 24, 2022
 - [b.](#) Approval of Minutes: City Council, June 7, 2022
 - [c.](#) Payment of Vouchers (Shelly Carter)
 - [d.](#) Preliminary Docket for 2022 Annual Housekeeping Amendments (Brad Medrud)
 - [e.](#) PSE Schedule 74 Project Plan (Bill Lindauer)
 - [f.](#) Contract Extension for the Thurston County Office of Public Defense (Troy Niemeyer)
 - [g.](#) First Amendment to Intergovernmental Agreement for Law Enforcement Records Management System (LERMS) (Jon Weiks)
 - [h.](#) Interlocal Agreement – Barnes Boulevard and Ridgeview Loop Crossing Improvements (Mary Heather Ames)
 - [i.](#) Drainage Design and Erosion Control Manual Revisions (Dave Kangiser)
 - [j.](#) Pioneer Park Riparian Restoration Service Provider Agreement (Dan Smith)
 - [k.](#) Tumwater Hill Park Trail - Crosby Connector – Award and Authority to Sign Contract (Don Carney)
 - [l.](#) Cancellation of the July 5th Regular Council Meeting (John Doan)
 - [m.](#) Hopkins Drainage District Assessment (Karen Kirkpatrick)

8. Committee Reports

- a. Public Health and Safety Committee (Leatta Dahlhoff)
- b. General Government Committee (Michael Althausen)
- c. Public Works Committee (Eileen Swarthout)
- d. Budget and Finance Committee (Debbie Sullivan)

9. Mayor/City Administrator's Report

10. Councilmember Reports

11. Any Other Business

12. Adjourn

Hybrid Meeting Information

The public are welcome to attend in person, by telephone or online via Zoom.

The City of Tumwater broadcasts and livestreams City Council meetings on cable television and the internet. Council meetings can be viewed on Comcast Channel 26 or on the TCMedia website.

Watch Online

<https://tcmedia.org/stream.php>, select "Watch, Streaming Now, Channel 26."

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Go to <http://www.zoom.us/join> and enter the Webinar ID 848 7233 1638 and Passcode 771807.

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Call (253) 215-8782, listen for the prompts and enter the Webinar ID 848 7233 1638 and Passcode 771807.

Public and Written Comment

Attend in person to give public comment or register by 6:45 p.m. the day of the meeting to provide public comment using the web-based meeting platform:

https://us02web.zoom.us/webinar/register/WN_cY43vP5cQxe5ZCQUWP2X6A

After registering, you will receive a confirmation email with a login to join the online meeting.

As an alternative, prior to the meeting, the public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. on the day of the meeting. Comments are submitted directly to the Mayor and City Councilmembers and will not be read individually into the record of the meeting.

Post Meeting

Video recording of this meeting will be available within 24 hours of the meeting.

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Accommodations

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

Proclamation

WHEREAS, Don Trosper, the Olympia Tumwater Foundation Public History Manager, recently announced his retirement from the Foundation; and

WHEREAS, as a relative of Jesse Ferguson, one of the original founding American pioneer settlers of Tumwater, Don still lives on a portion of the homestead on Trosper Road that his uncle Jesse purchased in 1892; and

WHEREAS, Don has promoted the pioneer history of Tumwater through his volunteer work for the Tumwater Historical Association, including the publication of four booklets on the pioneer history of Tumwater: 1985 - "The Founding of Tumwater", 1987 - "New Market", 1992 - "Fortress Tumwater", and 1995 - "The Train Stops Here"; and

WHEREAS, more recently, as part of his work at the Foundation, Don published a book on the history of Tumwater entitled "The Tumwater We Never Knew - For people who love history, but don't realize it yet". Sales of this book have raised over \$15,000 for the Foundation; and

WHEREAS, Don, through financial support from the City of Tumwater, has organized and presented many noontime history talks at the Schmidt House, narrated walking tours of Brewery Park at Tumwater Falls, researched and narrated a number of short stories for the City's website, and provided a living history character presence at many community events; and

WHEREAS, Don has served over 21 years on the City of Tumwater's Historic Preservation Commission, and in this role has helped shaped the preservation of the Old Brewhouse Tower, the Brewmaster's and Crosby houses, and the Union Pioneer Calvary Cemetery on Littlerock Road; and

WHEREAS, Don is known for his humorous quips and quotes such as when Don is asked if he's lived in Tumwater his entire life, he often says "not yet".

NOW THEREFORE, I, Debbie Sullivan, Mayor of the City of Tumwater, do hereby proclaim

June 21, 2022
Don Trosper Day

and I encourage the people of Tumwater to join me in wishing Don a long and healthy retirement, as he continues to promote the history of Tumwater as a consultant to the Foundation, and through his many other contributions.

Signed in the City of Tumwater, Washington, this 21st day of June in the year, two thousand twenty-two.



Debbie Sullivan
Debbie Sullivan
Mayor

TO: City Council
FROM: Brian Hurley, Fire Chief
DATE: June 21, 2022
SUBJECT: Regional Fire Authority Briefing on Governance

1) Recommended Action:

Informational Only

2) Background:

The Cities of Tumwater and Olympia have agreed to explore creating a Regional Fire Authority encompassing both jurisdictions. A Planning Committee, comprised of City Council members from each City, was created to lead the process. The Planning Committee has met several times and continues to meet on a bi-weekly basis. This presentation will include an update on proposed governance models.

3) Policy Support:

Strategic Priority D: Provide and Sustain Quality Public Safety Services
2023-24 Council Goals: RFA Regional Planning

4) Alternatives:

☐ This is for information and discussion only

5) Fiscal Notes:

There are no fiscal impacts

6) Attachments:

A. Governance Powerpoint Presentation

Olympia Tumwater RFA Planning Committee

Governance Update for City Councils

June 21, 2022

Tonight's Discussion

- Legal requirements & options for RFA governance
- RFA Planning Committee plan for developing governance recommendations
- Governance in other RFAs
- Set of potential governance options proposed by RFA Planning Committee

The RFA Planning Committee seeks input on proposed options; no final action this evening

RFA Governance: Legal Requirements and Options

- The RFA must have a governing Board of Commissioners
- The role of the Board is like the role of the City Council
 - Adopts budget, authorizes # of FTEs, adopts policies, hires CEO
- The RFA Plan must propose the Board structure, composition
- Statute provides great flexibility in structuring the Board

RFA Governance: Legal Requirements & Options

An RFA Governance Board can be comprised of:

1. Elected officials from member agencies
2. Persons directly elected **At-Large** by the voters of the RFA
3. Persons directly elected by **District** by the voters of the RF
4. A **mix** of any or all of the above

More Legal Requirements & Options

- There is no legal limitation on the size of the Board, but there is a practical limit.
- The **initial board** must be comprised of **elected officials from member agencies**. It can transition to a different structure over time if desired.
- The earliest transition point is the first election cycle after the RFA is created.
 - August 1, 2023: RFA created
 - August/November 2025: first election cycle (*same odd-year schedule as for City elected officials*)
 - The initial “all-City elected official” board must be in place through at least December 31, 2025. (2 years, 5 months).

RFA Governance: Positions

Districted positions:

- Districts must be relatively equal in population, consider community and geographic boundaries.
- If there are any districts, the entire RFA must be districted, not just one city.
- In the primary, only those voters living in the district vote; in the general election, all RFA voters vote--choosing from among the top-two vote-getters in the primary.

At-Large positions:

- Elected by voters of entire RFA.
- All voters can participate in the primary and general elections.

Population (2022 OFM Est.)	
Olympia is approx. 2.2 times larger in population	Olympia 55,960 (2021 OFM Est.)
	Tumwater 25,360 (2021 OFM Est.)

RFA Governance: Terms of Office

- Terms of office for directly elected Board members cannot exceed **6 years.**
- Terms must be staggered (not all end at the same time).
- **The RFA Board can change the governance board structure on its own** in the future, at any time, unless this authority is otherwise restricted in the RFA Plan.

RFA Planning Committee Process on Governance (as presented in April)

Step 1: Agree on guiding values and principles

Secured support from City Councils at April 19 presentation

Step 2: Develop a small number (3-5) of options

Tonight: Review these options with City Councils, get input

Step 3: Select a preferred option

Review this with City Councils for concurrence

Proposed Statement of Shared Values and Principles to Guide Development of Plan

*Not presented in
order of priority*

Our Values Include:

1. Ensuring operations meet or exceed current service levels in terms of their ability to support a safe and healthy community.
2. Providing a safe, supportive and professional environment for our first responders.
3. **Participatory Governance.** Jurisdictions which are part of the RFA should have a meaningful voice in the operating decisions of the RFA. The RFA Board should seek to make decisions by consensus whenever possible.
4. **Pro-Active Oversight, Planning and Continuous Improvement.** We are committed to planning for the future and proactively identifying and addressing the needs of our communities, identifying and implementing ways to better meet those needs.
5. **Promoting interagency collaboration, communication and strong working relationships.** The RFA will act in the collective best interests of all its public safety partners, not just those served by the RFA.
6. **Making data-driven decisions.** The RFA should take strategic action based on the facts after a thorough and objective analysis of the issues.
7. **Being an effective and efficient steward of public funds.**
8. **Affordable and sustainable financial model.** The RFA should implement an affordable and sustainable financial model that can facilitate consistent service levels over time as the community served continues to grow.
9. **Strong engagement with our local communities.** The RFA should be a positive and engaged member of the communities it serves with pro-active outreach to the public.
10. **Honoring the history and identify of the Olympia and Tumwater Fire Departments while we build the culture for the new fire agency.**

Proposed Statement of Values & Principles

Our Operating Principles Include:

- A. The RFA Board will be committed to the success of the RFA and will be engaged in actively learning and understanding the work of the agency.
- B. We will strive to operate nimbly, with the ability to make decisions and respond quickly when necessary.
- C. We seek to understand and address the unique needs of the communities we serve. We strive to address these needs equitably in all operating and financial decisions.
- D. We work to attract, develop and retain high quality staff.
- E. We will ensure all City Fire Department staff in good standing at the time of annexation are offered at least equivalent positions within the RFA.
- F. We strive to employ rigorous quality assurance and reporting practices.
- G. We manage agency budgets to control or reduce costs.
- H. We seek to limit spikes in budgets from year to year, by use of planning capital investments over time, developing reserves and other means.
- I. We commit to being transparent, accessible and responsive to our customer agencies and the public.
- J. In contracting to provide services to other agencies, we are mindful of our own costs of service: communities within the RFA boundaries should not incur additional costs from these external service contracts.

*Not presented in
order of priority*

How have other RFAs structured their governance boards?

Most have revised their governance structures over time. Some examples of governance structures (6 of 13 RFAs in the state):

Puget Sound RFA & Renton RFA	Southeast Thurston RFA	West Thurston RFA	South Snohomish County RFA	Marysville RFA
3 elected officials from each member agency (2), plus 1 nonvoting member for each contract agency	3 districts, 2 members elected directly from each district (total of 6 board members)	3 elected officials from each member agency (2, for total of 6 board members)	5 districted positions + 2 at-large positions	4 City Council members + 2 of 3 commissioners from member Fire Agency, one nonvoting.

RFA Planning Committee Recommendations

- **The RFA Planning Committee recommends that the governance structure transition over time, i.e., the RFA Plan should include both**
 - An **Initial Board** of all City elected officials as required, and
 - A **different structure** for the ongoing Governance Board after 2025.
- **Rationale:**
 - Allow for some directly-elected representation that can be solely dedicated to the RFA – rather than serving on both a City Council and the RFA Board.
 - Retain a connection to the member Cities.
 - Consider approaches that enable all RFA voters to vote for most of the RFA board members—not just those in the City in which they live.

Recommended Initial Board Structure (2023-2025)

■ **Recommendation: 6 City Councilmembers, 3 appointed from each City.**

■ **Options Considered:**

- 4 members, 2 from each City
- 5 members, 3 from Olympia, 2 from Tumwater
- 6 members, 3 from each City

Question for Council:
Any concerns with this approach?

■ **Rationale:**

- Mirrors current RFA Planning Committee structure which is working well
- Maximizes equity in start-up of the new RFA agency as a true partnership
- Maximizes input from each City without involving a quorum of each City Council

Ongoing Board Structure Options (2026 +)

Several options considered by Committee; other options possible

	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6
# of seats	5	6	7	7	7	7
Appointed by Olympia	1	3	2	1	1	2
Appointed by Tumwater	1	3	2	1	1	2
Directly elected – At-Large			3	5		
Directly elected – by District	3				5	3
Voting	Each Board member has 1 vote					
Other	Staggering of terms/initial term for each Board seat TBD – goal is to minimize turnover required at each election.					

RFA Planning Committee Considerations

- Districts versus At-Large:
 - Districts may not exactly match city boundaries.
 - Example: 3 Districts would likely mean 2 districts include most/all of Olympia and 1 district includes most/all of Tumwater
 - District Benefits: geographic distribution of representatives ensured
 - District Challenges: Districts may be too small to ensure strong candidate pool; potential focus on district area at expense of overall agency
 - At Large Benefits: Represent entirety of RFA area
 - At-Large Challenges: All representatives could come from small part of RFA
- Union leaders strongly want to ensure board members with sufficient time and expertise to dedicate to the oversight of the new agency.
- The start-up board will be a major time commitment, ongoing board less so, but still significant.

Committee recommends 7-member Board; Seeks Council input on other details

	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6
# Of seats	5	6	7	7	7	7
Appointed by Olympia	1	3	2	1	1	2
Appointed by Tumwater	1	3	2	1	1	2
Directly elected – At- large			3	5		
Directly elected – by District	3				5	3
Voting	Each Board member has 1 vote					
Other	Staggering of terms/initial term for each Board member under discussion – want to minimize turnover required at each election.					

Rationale for 7-members:
functional size, large enough to support subcommittees, odd number to avoid tie votes

Questions for Council:

- Any concerns with 7-member board size?
- Preferences on Districts *versus* At-Large seats (or having both)?
- Thoughts about ongoing Council representation on Board?
- Other?

Next Steps

RFA Planning Committee will return with:

- A final recommendation on governance, based on Councils' input
- Recommendations re: the transition details between the initial and ongoing boards, initial terms of each seat to achieve staggered terms
- Anticipated discussion of finances in July

Thank You!

www.OlympiaTumwaterRFA.com

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CONVENE: 5:30 p.m.

PRESENT: Mayor Debbie Sullivan and Councilmembers Peter Agabi, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Excused: Councilmember Michael Althausen.

Staff: City Administrator John Doan, City Attorney Karen Kirkpatrick, Community Development Director Michael Matlock, Transportation and Engineering Director Brandon Hicks, Communications Manager Ann Cook, and Planning Manager Brad Medrud.

ORDINANCE NO. O2022-004, BINDING SITE PLANS: Manager Medrud briefed the Council on proposed changes to regulations governing binding site plans.

Binding site plans are an alternative method of land division authorized in RCW 58.17.035 for industrial or commercial uses, lease of manufactured homes – typically a manufactured home park, and condominiums. A binding site plan provides exact locations and detail for the type of information appropriately addressed as a part of land division, such as infrastructure and other requirements.

The binding site process is intended to be more flexible. For example, in the development of a shopping center, a binding site plan process would divide the land into pads for sale and as development and changes occur, the process would be simplified through the binding site plan process rather than processing a change through a preliminary plat process.

Current regulations for binding site plans have not been substantially updated since 1996. The regulations in TMC 17.08 do not clearly relate to the requirements for binding site plans found elsewhere in TMC Title 17 or to the vesting requirements contained in TMC Chapter 15.44.

The Planning Commission reviewed the proposed amendments and conducted a public hearing. In response to some public comments, the Commission requested some changes and finalized its approval in April to the General Government Committee. The General Government Committee reviewed the proposal and recommended the Council consider the proposal during a worksession. Staff requests the Council consider establishing a date for consideration of the ordinance.

Manager Medrud reviewed the proposed amendments:

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1. Table 14.08.030 (Decision process)

- In response to public comment received at the public hearing on phasing in TMC 17.14.090, a process for phasing binding site plan approval was added to the decision process table.
- Approval of binding site plans without phasing would be administrative, but phased binding site plan approval would require Hearing Examiner approval.

Councilmember Swarthout asked about comments offered by the public and how the hearing examiner process is factored for binding site plan projects. Manager Medrud explained that staff received one public comment from a developer who is developing a project in the City. The developer offered some comments that the Commission agreed to incorporate within the ordinance. The first recommendation was ensuring the City updated all tables in Title 14. The hearing examiner process is utilized when it involves a complex land use approval, such as a preliminary plat for projects with 10 lots or more. For larger projects that might have more impacts on the neighborhood, the hearing examiner process affords another step enabling a neutral party rendering a decision. The hearing examiner also considers conditional use permits for uses not allowed within the zone district.

Mayor Sullivan asked whether zoning for manufactured home parks changes automatically as the City has afforded special zoning for manufactured home parks. Manager Medrud replied that the City currently has a number of zoning districts within the City designated for manufactured home parks. The binding site plan process does not affect the underlying zoning of the property. If a manufactured home park is located in zone district allowing the use, the binding site plan process could be used to subdivide lots for either sale or for rent.

2. TMC 15.44 Vesting of Development Rights: Added “binding site plan” to sections that specify the type of land division that is vested to clarify how and when binding site plan applications are vested for consistency between the different development processes.
3. TMC 17.08.010 Binding site plan:
 - Added language regarding the benefits of binding site plans and their differences from traditional land division processes
 - Clarified that binding site plans can be utilized for manufactured home parks
 - Added references to the land division processes addressed in the other portions of TMC Title 17
4. TMC 17.14.040 Review Criteria (Existing for all land divisions)

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- Public health, safety and general welfare
 - Utilities - water, sewer, stormwater, etc.
 - Infrastructure - streets, sidewalks, bike lanes, etc.
 - Schools, school grounds, and safe walking conditions
 - Parks and open space
 - Fire protection and other public services
 - Environment - Shoreline areas, flood hazards, etc.
5. TMC 17.14.045 Review criteria for binding site plans (Additional new review criteria specific to binding site plans):
 - Building envelopes and land uses
 - Parking lot plans
 - Access, roads and utilities
 - Previously approved uses, open space tracts, critical areas and buffers, and utility easements
 - Uses allowed in the underlying zone district
 - Addressing development of an entire lot
 - Adjacent properties and future development
 6. TMC 17.14.050 Administrative consideration (Added findings for approval of binding site plans):
 - Consistency with the Comprehensive Plan, the Tumwater Development Guide, the Tumwater Municipal Code, and state laws
 - A statement that uses approved for the property and the conditions under which they are allowed are binding to the property
 7. TMC 17.14.050 Administrative consideration (Added findings for approval of binding site plans):
 - A statement that a binding site plan may not create new nonconforming uses or structures or increase the nonconformity of existing nonconforming uses or structures
 - Added reference to review criteria in TMC 17.14.040
 8. TMC 17.14.080 Duration:
 - “Binding site plan” was added to the section to clarify that it applies to binding site plans
 - Like other land divisions, such as plats, short plats, etc., the initial period of approval is for five years and up to three additional one-year extensions are allowed
 9. TMC 17.14.090 Phasing of development:

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- Residential binding site plan phasing allowed there are ten or more residential dwellings consistent with the SEPA exemption threshold for short plats
- Commercial or industrial binding site plans over 20 acres in size are allowed to phase development
- Phased binding site plans require Hearing Examiner approval
- Non-phased binding site plans are an administrative approval

Manager Medrud requested the Council schedule the ordinance for consideration at the June 7, 2022 Council meeting.

The Council supported moving the ordinance forward to the June 7, 2022 regular Council meeting.

**COMMUNITY
SURVEY:**

Manager Cook invited the Council to discuss next steps for the community survey. Based on prior Council feedback, staff followed up on a request to produce some pie charts. She asked for additional clarity for combining data and whether data should be reflected as benchmark (statewide) or specific to Tumwater.

Councilmember Dahlhoff explained that her request was to provide more visual graphics summarizing the positive with the negative compared to the baseline to provide a measurement for future conversations. For example, she could use the information to showcase different aspects in Tumwater compared to baseline data.

Manager Cook said benchmarking data (statewide) is available as well as trend data (comparing Tumwater over time). Councilmember Dahlhoff said she prefers graphics that reflect how the City compares to statewide data. She recommended producing graphics of data that reflect a need for more opportunities for improvement, a need to shift direction, or continuing in the same direction because her personal interactions with community members reflect different answers from survey responses, which speaks to the issue of representation of the demographics that did not respond to the survey. Her intent is to use the survey to identify gaps and different ways the City can move in the future to ensure all voices are represented.

Councilmember Swarthout asked to receive a hard copy of the survey results for additional review by the Council. She asked about intended next steps. Manager Cook explained that the discussion would consider how the Council wants to use the survey results moving forward and ways to provide useful data to the Council.

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City Administrator Doan added that the task was to conduct a community survey. The next step is determining how to use the survey results, which could include informing decision-making, policy-making, pursuing further steps as suggested by the consultant for publicizing some of the results to the community, or highlighting some elements of the survey or the entire survey.

Councilmember Swarthout referred to a GIS mapping presentation provided to the Public Works Committee on a City of Tacoma project that incorporated different demographics on population, education, income levels, and neighborhoods lacking access to broadband. She suggested using the survey results and overlapping the data with a GIS mapping program. Manager Cook affirmed the City has produced a GIS map based on an equity snapshot of the City reflective of areas within the City with different risk levels. It may be possible to integrate some of the survey responses within the GIS map.

Council discussion followed on the intent of the community survey. Councilmember Dahlhoff said some of the concerning results pertained to homelessness and funding. Based on survey responses, many participants would not support passage of a home fund. Another surprise was a willingness to support a food bank but no other services.

Councilmember Schneider recommended any future surveys should include more details such as more questions on specific concerns for each question to assist the Council in addressing issues. Manager Cook explained that the survey was intended as a high-level survey to obtain perceptions and impressions of survey participants. The survey responses enable an opportunity for the Council to explore further, such as conducting some focus groups connected to different areas of the survey.

Councilmember Jefferson supported releasing the results of the survey to the community. The responses involving the police were very positive and are reflective of a quality community for living and working.

Manager Cook reviewed some demographic information. The survey response reflected 41% participation by men, which is 10% more than in previous surveys and more than the industry standard. Black, Asian, Hispanic, and Native American participation was in alignment with census data or near census data. The age demographic was an oversight as it was not included in the survey preventing cross-tabbing of data by age. Because the survey included a variety of different demographics it could help inform

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the age of the respondent. The survey firm has offered to explore responses as a way to identify age of survey participants.

Councilmember Cathey questioned how staff determined the majority of participants were older white women. Manager Cook advised that in past surveys, data results reflected a majority of the respondents were older white women. Other surveys completed in the county reflected similar results. The goal was to reach a broader demographic. Councilmember Cathey commented that lacking age data limits the use of the data. Manager Cook advised that the only element lacking is age, which was unfortunate. Data can be explored using different filters (employed, unemployed, number of children, etc.).

City Administrator Doan added that the value of the survey was the electronic format as other previous surveys were telephone surveys. A younger demographic might be more inclined to participate in an electronic survey, which may contribute some value as to the age of the participant.

Discussion ensued on the difficulties encountered to attract survey respondents. No survey is perfect as more questions on a survey increases difficulty in attracting participation.

Manager Cook affirmed requests to provide hard copies of the survey results to the Council, produce more graphics based on the feedback in categories of housing, quality of life, growth, and public safety, and explore formats for releasing survey results to the public.

**CITY OPERATIONS
& MAINTENANCE
FACILITY –
COMMUNITY
WORKSHOP
FOLLOW-UP:**

Manager Cook briefed the Council on the results of the recent community meeting to reconnect and update neighborhoods on the site of the City's proposed Operations and Maintenance (O&M) Facility. The last community meeting was held in 2018. The meeting design was intentional to promote dialogue between staff and community members. The Council previously received an executive summary of the meeting results, as well as 60 feedback forms completed by participants.

Manager Cook shared a series of photographs of three information stations hosting 25 individuals per hour. One information station focused on transportation improvements staffed by Transportation Manager Mary Heather Ames serving as the subject matter expert and Community Development Director Michael Matlock serving as the recorder to capture issues, concerns, questions, and items for follow-up. The second station focused on the neighborhood park with Recreation Manager Todd Anderson serving as the recorder and Parks and Recreation Director Chuck Denney serving as the subject matter expert. The third station focused on

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the site plan and design concepts with Capital Projects Manager Don Carney serving as recorder and Transportation and Engineering Director Brandon Hicks serving as the subject matter expert. Information shared with the community included all changes to the design of the facility since 2018.

Manager Cook reported the community event was effective with good reception by people attending the meeting as reflected in the feedback forms.

City Administrator Doan shared information on many of the conversations and areas of interest by the community.

Councilmember Cathey asked whether the results of the community meeting would be integrated with emails received by the Council, which for the most part are much more different than the tone reflected in the feedback forms. Manager Cook said staff reviewed all Council emails and documented each question. Each question was logged and was used to inform each information station. The questions were recorded in a spreadsheet with staff drafting a follow-up email to each individual providing them with opportunities and resources to receive information about the project.

Councilmember Cathey commented that she believes most people in the community support the City's plan to construct a new maintenance facility; however, she also believes the current location is the wrong place to construct the facility. The O&M facility should not be located within a residential area. When the Council determined next steps for either constructing a new facility or renovating the old facility, the Council preferred not including a new facility in the Tumwater Town Center for most of the same reasons residents surrounding the proposed project have cited. She also believes the City has placed bookends on both ends of the project involving the roundabout at 79th Avenue and the neighborhood park and unless the community supports the project, residents would not receive either a park or a roundabout.

City Administrator Doan explained that the roundabout project was linked because it required gopher mitigation and approval by the U.S. Fish and Wildlife Service. Including the roundabout project enables the City to complete the project on a much shorter timeframe than otherwise would have happened. It was possible to link the roundabout project with the O&M project because of the increase in traffic caused by the new facility.

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Manager Cook advised on the status of publicizing and consolidating feedback from the community meeting. Staff did not qualify feedback forms as either positive or negative.

Councilmember Jefferson recommended providing an informational sheet summarizing the outcome of the community meeting.

Councilmember Dahlhoff asked to be added to the City's Listserv program.

In response to questions on next steps with respect to some strong sentiments in opposition of the facility on the City's property, City Administrator Doan recapped efforts and changes to the project before and during the pandemic, as well as ongoing briefings to the Council on the status of efforts. The next step in the process is negotiation of an architectural and engineering design contract with an architect for consideration by the Council. If another course of action is desired, the Council needs to convey direction on next steps to pursue as the Council has made a series of choices over the last 11 years that has moved the City to building a new facility on the property. If the choice changes, there would be ramifications.

Councilmembers voiced different opinions on moving forward on the project. In response to questions about the park, City Administrator Doan provided clarifying information as to why the park was included as a component of the O&M facility project. He described the adjustments in facility programming to ensure adequate space for growth in the future. The project does not require a public hearing by the Council.

Discussion followed on some of the negative emails from the community. Councilmember Dahlhoff advocated for moving forward with the next step and working with the community and not diminishing the questions and concerns by the community by pursuing conversations with the community. Several Councilmembers disputed the inference that the community was overwhelmingly opposed to the project.

Mayor Sullivan reported staff will move forward based on the majority of the Council supporting moving to design. Councilmembers Cathey and Schneider opposed moving the project forward.

**MAYOR/CITY
ADMINISTRATOR'S
REPORT:**

**COUNCIL
COMMUNICATIONS:**

City Administrator Doan said the conversation follows an email forwarded to the Council seeking assistance in the compliance of the Open Public

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Meetings Act. Although the definition of open public meetings can be broad and confusing, it generally applies to any type of a meeting a Councilmember attends. Current concerns surround the Council's email communications that often constitutes a quorum of the Council in addition to utilizing the City's email system for non-City business.

City Attorney Kirkpatrick advised that several recent emails have skirted the boundaries of the Open Public Meetings Act. It is timely to remind the Council of the importance of complying with the provisions of the Open Public Meetings Act.

Several Councilmembers expressed a desire for staff to address issues individually with each Councilmember and to provide some examples of the concerns.

City Attorney Kirkpatrick cited several examples of inappropriate communications between numerous Councilmembers and advised of the appropriate process, such as coordinating the sharing of such information or meeting information through staff.

The Council's discussion conveyed difficulty of understanding the appropriate circumstances whereby Councilmembers can communicate with one another with or without using the City's email system without violating the Open Public Meetings Act. The Council did not support a suggestion to schedule a training session on the Open Public Meetings Act as the Council recently received the training. Several Councilmembers expressed frustration in terms of what they are allowed to do and under what circumstances.

City Attorney Kirkpatrick advised the Council that the intent is not to silence Councilmembers. Protocols are in place for distributing information among the seven members of the Council. The Council is asked to coordinate the distribution through the City Administrator or the Mayor with a request for no reply or further discussion. The intent of the Open Public Meetings Act is to conduct conversations in public. Open meetings with different topics can be scheduled to accommodate an exchange of information between the Council. Councilmembers wishing to discuss specific topics can be accommodated via the City publishing a notice to ensure the City remains in compliance with state law.

City Attorney Kirkpatrick cited the difference between legislating and administrating. The Council Rules dictate the structure of the Council's actions.

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City Administrator Doan added that the City has established some general parameters with the understanding that there are many nuances inherently difficult in many situations. The goal is to assist the Council in navigating what is permitted by law. It seldom involves individual transgression but it often occurs when the same actions occur continuously. He cited a state law provision defining an action as, “An action means the transaction of the official business of a public agency by the governing body, including but not limited to the receipt of public testimony, deliberations, discussions, considerations, reviews, evaluations, and final actions.” He acknowledged the Council’s frustration and offered the assistance of staff to help navigate situations.

City Attorney Kirkpatrick provided additional guidance on records retention requirements. She encouraged the Council to contact her with any questions at any time.

Councilmember Dahlhoff requested additional clarity and some examples of email communications that are not permitted especially when the Council receives emails from community members requesting a response. One example involves recent emails about the City’s O&M facility.

City Attorney Kirkpatrick advised the Council that if they are contacted by community members via email requesting a response, the Council can respond; however, the restriction involves the Public Records Act and ensuring those communications are archived through the City’s system. The Open Public Meetings Act applies only to the Council and does not apply to staff or the Mayor.

City Administrator Doan added that the Council should avoid communicating with the public on issues involving the City’s permit process (land use), as well as considering other pitfalls in terms of some Councilmembers responding while other Councilmembers electing not to respond. Those Councilmembers responding can place those Councilmembers who did not respond in a difficult situation. It is important to be mindful of the interpersonal relationship between the Council. Additionally, it is important the Council has the current facts when responding to requests.

City Attorney Kirkpatrick added that other matters to consider when contemplating a response involve a long list of topics from litigation, grievances, personnel issues, and other issues.

City Administrator Doan encouraged the Council to review the diversity statement with the school district for a future conversation.

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Councilmember Cathey asked the Council to keep within their thoughts, the deeply sad news of the murder of innocent schoolchildren and two adults in Texas.

ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned the meeting at 7:35 p.m.**

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

TUMWATER CITY COUNCIL MEETING

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CONVENE: 7:00 p.m.

PRESENT: Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider and Eileen Swarthout.

Staff: City Administrator John Doan, City Attorney Karen Kirkpatrick, Community Development Director Michael Matlock, Communications Manager Ann Cook, Planning Manager Brad Medrud, Transportation Manager Mary Heather Ames, Economic Development Manager Austin Ramirez, City Clerk Melody Valiant, and Human Resources Analyst Lacy Neal.

SPECIAL ITEMS:

**PROCLAMATION:
JUNETEENTH, JUNE
19, 2022:** Mayor Sullivan read a proclamation declaring June 19, 2022 as *Juneteenth*. The proclamation calls upon the people of Tumwater to join together on Juneteenth, to reflect on the past, to commit together to continue to eradicate systemic racism, to look to the future, and to work each day to lift each other up for collective prosperity and liberty. *Juneteenth* is recognized as a local, state, and federal holiday celebrating the emancipation of slavery and a day that reminds everyone of the incredible capacity to heal, hope, and emerge from the darkest moments with purpose, resolve, and unity,

Members of the Fred U. Harris Lodge #70 have hosted a community-wide BBQ annually in celebration of Juneteenth for the last 40 years, drawing over 500 participants. With the formal recognition of Juneteenth as a federal, state, and City holiday, members of the Lodge have invited the cities of Lacey, Olympia, and Tumwater to join in the celebration of Juneteenth. People in the Olympia-Lacey-Tumwater area are invited to join the Fred U. Harris Lodge #70 on Saturday, June 18th, from Noon to 4:00 p.m., at the Regional Athletic Complex (RAC) in Lacey to celebrate this African American cultural tradition with music, BBQ, and activities in a community-wide celebration of Juneteenth.

Mayor Sullivan presented the proclamation to Lester Dickson, a member of Fred U. Harris Lodge #70. Mr. Dickson served as a past Grand Master of the Fred U. Harris Lodge of Washington with other 53 lodges and over 2,000 members from 11 countries. He invited Mayor Sullivan to attend the event. He extended an invitation to the community of Tumwater to attend the event on June 18, 2022.

**PROCLAMATION:
NATIONAL SAFETY
MONTH, JUNE 2022:** Councilmember Dahlhoff read a proclamation declaring the month of June 2022 as *National Safety Month* in the City of Tumwater. The proclamation encourages all employees and residents to participate in raising awareness in the practice of safety and healthy behaviors in all aspects of their lives.

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Lacy Neal, Human Resources Analyst, presented information on the City of Tumwater's safety program and recent improvements for creating job hazard awareness, accident prevention, and a culture of safety for employees. Improvements to date include:

- Quarterly self inspections of City departments
- Replacement of all emergency survival kits for all employees
- Invested in workplace safety posters
- Risk assessments tours and ride alongs
- Implementation of the Learning Management System

Long term efforts include:

- Job hazard analysis project in partnership with the Association of Washington Cities (AWC) to identify and train on known workplace hazards
- Routine Safety Training, Awareness and Education
- Virtual new employee safety orientation
- Participation-based incentive program
- AWC WorkSafe Employer Recognition

Current safety projects include participation in the National Safety Month Campaign in partnership with the National Safety Council to host weekly themed activities for employees to increase their awareness and education.

Mayor Sullivan presented the proclamation to Analyst Neal.

PUBLIC COMMENT: **Tim Gill 7812 Trails End Drive, Tumwater**, said he is a resident of the Sterling Crossing neighborhood near the Trails End Arena and serves as a boardmember of the Sterling Crossing Homeowners Association. He is opposed to the City's planned Operations and Maintenance Facility on the Trails End property. The heavy equipment facility has no place bordering three large neighborhoods home to 800 families. The Council should find another location for the facility. The noise of heavy equipment, backup alarms, and increased traffic from employee's personal and City vehicles and the aesthetics of the facility is nothing but a disruption to his quiet community. The siting process occurred more than 10 years ago and did not involve any community outreach. When community outreach occurred in 2018, the discussion was not whether the facility should be built on the site; it was a discussion seeking input on the facility that would be built. That was not due diligence by the City. The original plan for the facility was larger to enable the City to consolidate operations of the City and the Parks Department. The project has since been scaled back to half its size because of citizen concerns but still carries an enormous price tag of \$32 million and does not achieve the original planned goals. The needs of 800 families take precedence over a half-solution. While he remains opposed to the project, he offered three suggestions based on the recent community meeting. Safety for

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children in the neighborhood is still a concern because of the blind curve on Trails End Drive bordering the Sterling Crossing Neighborhood Park caused by increased traffic from the new facility. He suggested mitigating visibility and safety issues by designating the Sterling Crossing portion of Trails End Drive as a no parking zone on both sides of the street. The current plan includes two parking lots with limited or no locking of the lots after business hours. Open parking lots are another safety concern and should be locked after business hours and on weekends. The Council should hire an independent expert to identify ample buffers between the facility and the neighborhoods. He opposes the construction of the facility in the neighborhood and asked the Council to find another location for the facility.

Kay Hansen, 8030 Deschutes Court, SE, Tumwater, said it is unfortunate that the narrative City staff presented to the Council regarding the proposed location of the Operations and Maintenance Facility is misleading. From the beginning, many citizens who live in the neighborhood off 79th Avenue opposed having a facility that houses a fleet of City maintenance vehicles in the middle of six neighborhoods of approximately 800 homes. Although previously recorded that there was general agreement to the proposed plan that was not the case. She attended the original meeting along with many of her neighbors. No vote was requested but there were many questions, concerns, and objections. Yet, City staff forged ahead with the plan. Some of the original feedback is accurate. Citizens in the six neighborhoods have favored the park. The original proposal stipulated that no funds were available for a park and that funds would likely not be available in the near future. The neighborhood considered that information as a challenge and worked hard to pass the Metropolitan Park District levy in 2018 believing that it would ensure the neighborhood would be one of the first to have a new park constructed. Residents are now confused and continue to want the park but most do not want the intrusive and safety issues the facility would create. She asked whether it would be possible to have the park without the facility. It appears City staff would like everyone to believe it is a package deal – all or nothing. She understands the City needs a new facility but does not believe the City is acting responsibly when asking citizens in her neighborhood to accept the risk that accompanies a facility so close to homes with small children.

Joel Hansen, 65 73rd Avenue, Tumwater, commented on his opposition to the project that would be built off 79th Avenue. He urged the Council to receive information directly from the residents who live in the area and not just use a process placing staff between the residents and the Council. Residents are prepared to have individual community and neighborhood meetings with each Councilmember to share their concerns about the proposed facility. One of the clearest indications of why the location is not appropriate for the facility is how much the project evolved over time. Originally, the City required 10 acres to consolidate maintenance, operations, and the Parks Department with parking lots to house the City's fleet and staff

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parking. The project as proposed today accomplishes none of those goals but continues to cost more than \$32-\$36 million while not meeting the needs of the City. It is time for the City to consider the goals for the project and the needs of the City. Rather than continuing to change the project, the Council should consider all options realistically for the best outcome to include another location for the facility.

Pamela Hansen, PO Box 14521, Tumwater, cited the Council's approval of a 12-year multi-family property tax exemption for an apartment complex in Tumwater. According to information published by the City, a person would need to make approximately \$21.63 per hour to qualify for a studio apartment. The Council also approved the purchase of golf balls for \$33,117.64 requiring approximately \$3,935,00 in retail sales to pay for the golf balls at the City's tax rate of .8415%. The City Council is part of the unimaginable problematic inflationary, spiral tax, and spend rate that does not make sense to taxpayers and retail businesses. Tax and spend on an amphitheater helps what renters? Giving a tax exemption to the apartment complex helps what renters? The City should give a tax break to retail businesses so they can pay their employees \$21.63 per hour to be housed. The Washington National Guard Readiness Center off Kimmie Street, from an aerial view resembles a U.S. Navy flattop near the Port of Olympia airport. It is well fortified with a guard station. She cautioned the Council about the military facility because of the technology, intent, and placement next to a middle school serving as a human shield. Tumwater was never meant to be militarized. She supports Tumwater's drug detection K9 unit at the Tumwater Police Department as a non-lethal weapon and drug reduction effort.

Deborah Boes, 1524 Derby Lane, Tumwater, referred to her numerous emails to the City about the proposed Operations and Maintenance Facility. She has many questions that have not been answered. None of her questions or comments were included in the open house summary or in the article in *The Olympian* newspaper. She asked about the timing of the last feasibility study as many changes have occurred to the neighborhoods with a substantial increase in population, traffic, and homes. She asked about working with a neutral company to complete the study. A company not influenced by the City's promotion of the proposal. The neighborhood would like to meet with the consultant and the City Council at the proposed site of the new facility. Although it has often reported that there is general support for the proposal, in reality there is general support by people who live in the bordering neighborhoods for a park, roundabout, and sidewalks. The promoted general support has been misrepresented. It is supported by City staff and not by affected neighbors. The facility would be great for 30 to 40 employees but would adversely affect the lives of those who live in the area. Noise will be an issue as it is not possible to load sand, rocks, and gravel with diesel trucks, loaders, and graders quietly. Trees and shrubs would not buffer the noise. Traffic will be an issue with dump trucks, work trucks, employee vehicles

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moving in and out of 79th Avenue. Trails End Drive is essentially a one-lane road and cannot support more vehicles. She is unsure if any other property was considered for the new facility; however, there are other possible options. The existing facility could be remodeled and expanded with some budget savings. There appears to be more concerns about the Town Center for the existing site than for the residents in the neighborhood near the proposed site. She cited several parcels that are not surrounded by residential uses. She questioned the status of the future park, its location, and the plan for the park, which was not included in the community presentations. She asked for a public meeting to enable residents to ask questions, as well as conducting a feasibility study that involves residents as well as City staff.

An unidentified resident said she recently moved to the area prior to the pandemic and was not aware of the proposal. She encouraged the Council to meet with community members from the neighborhoods as the proposal represents a substantial safety issue. She cited information from community members who complained that they repeatedly contacted City staff but staff refuses to cooperate with them, answer any of their questions, or provide documentation as to how the project evolved. Many community members who participated in the 2018 meeting indicated that the current proposal is not what was presented.

Mayor Sullivan noted the City is hosting a webpage on the project on the City's website. Community members can also sign up for Listserv to receive current information.

**CONSENT
CALENDAR:**

- a. Approval of Minutes: City Council Worksession, May 10, 2022
- b. Approval of Minutes - City Council, May 17, 2022
- c. Payment of Vouchers
- d. Thunder in the Valley 4th of July Fireworks Display
- e. Resolution R2022-008, Barnes Lake Roll of Rates & Charges
- f. Interlocal Agreement Between the City of Tumwater and the Washington Department of Transportation for Maintenance of Palermo Treatment Lagoon
- g. Right of Way Procedures – Updated
- h. Association of Washington Cities 2022 Annual Business Meeting Voting Delegates
- i. Bush Prairie Habitat Conservation Plan (HCP) – Second and Third Amendments to WDFW Phase 2 Grant Agreement
- j. Second Amendment to Service Provider Agreement for Right of Way Legal Services
- k. Reappointment of Chami Ro to the Lodging Tax Advisory Committee
- l. Agreement for the Purchase of LOTT House on Henderson – 2nd Contract Extension

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MOTION: Councilmember Dahlhoff moved, seconded by Councilmember Agabi, to approve the consent calendar as published. A voice vote approved the motion unanimously.

Mayor Sullivan reviewed the items approved on the consent calendar.

PUBLIC HEARINGS:

RESOLUTION NO. R2022-007 SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP) 2023-2028: Manager Ames presented the Six-Year Transportation Improvement Program (TIP) from 2023 through 2028.

Manager Ames reviewed the TIP development process, which serves as the foundation for transportation funding within the state of the Washington each year. Each city or jurisdiction prepares a list of transportation projects for the next six years. The lists are submitted through the local planning organization, which is forwarded to the state. The state bundles all TIPs to form the Statewide Transportation Improvement Program (STIP). Transportation projects included on the TIP/STIP are eligible to be considered for state or federal grant funds.

This year's TIP is based on last year's TIP with removals, modifications, and additional projects. The Capitol Boulevard Corridor Plan Israel Road to M Street Design has been removed, as well as two additional projects involving property acquisition. Those projects are the 93rd Avenue/Case Road Roundabout and the Capitol Boulevard/Linwood Roundabout. The projects were removed because of other funding priorities in the next six years. Current projects underway have been adjusted to reflect a reduction in the funding amounts. New projects included in the TIP include a roundabout at Capitol Boulevard and Dennis Street and the Sapp Road Pedestrian and Bicycle Improvements project.

The TIP totals \$27.6 million in grant funding and approximately \$50 million in local funding for a total of \$78 million. Manager Ames displayed a map of the locations of planned projects within the City. She asked the Council to approve the proposed TIP after receiving public testimony.

Mayor Sullivan opened and closed the public hearing at 7:41 p.m. There was no public testimony.

MOTION: Councilmember Swarthout moved, seconded by Councilmember Schneider, to approve and authorize the Mayor to sign Resolution No. R2022-007, adopting the City's Six-Year Transportation Improvement Program for 2023-2028. A voice vote unanimously approved the motion.

**COUNCIL
CONSIDERATIONS:**

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ORDINANCE NO.
O2022-004, BINDING
SITE PLANS:

Manager Medrud presented Ordinance No. O2022-004, Binding Site Plans for consideration.

The proposed amendments were included in the 2022 Long Range Planning Work Program. Binding site plans are an alternative method of land division authorized in RCW 58.17.035. A binding site plan provides exact locations and detail for the type of information appropriately addressed as a part of land division, such as infrastructure and other requirements typical of subdivisions. Binding site plans may only be used for land divisions for industrial or commercial uses; lease of manufactured homes – typically a manufactured home park; and condominiums. The binding site process is intended to be more flexible.

Current regulations for binding site plans have not been substantially updated since 1996. The regulations in TMC 17.08 *Binding site plans* do not clearly relate to the requirements for binding site plans found elsewhere in TMC Title 17 Land Division or to the vesting requirements contained in TMC Chapter 15.44 *Vesting of development rights*.

Manager Medrud reviewed the proposed amendments:

1. Table 14.08.030 (Decision process)
 - In response to public comment received at the public hearing on phasing in TMC 17.14.090, added process for phased binding site plan approval to the decision process table.
 - Approval of binding site plans without phasing would be administrative, but phased binding site plan approval would require Hearing Examiner approval.
2. TMC 15.44 Vesting of Development Rights: Added “binding site plan” to sections that specify the type of land division that is vested to clarify how and when binding site plan applications are vested for consistency between the different development processes.
3. TMC 17.08.010 Binding site plans
4. TMC 17.14.040 Review Criteria (Existing for all land divisions)
5. TMC 17.14.045 Review criteria for binding site plans (Additional new review criteria specific to binding site plans)

The Planning Commission conducted a public hearing on the proposed amendments and forwarded a recommendation to approve the ordinance. The General Government Committee reviewed the proposed amendments in May with a recommendation to approve the ordinance. Staff requests approval of the ordinance as presented.

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MOTION: Councilmember Althaus moved, seconded by Councilmember Dahlhoff, to approve Ordinance No. O2022-004, Binding Site Plans. A voice vote unanimously approved the motion.

ORDINANCE NO. O2022-002, TROSPER ISLAND Manager Medrud presented the proposal for annexation of Trospen Lake Island.

ANNEXATION: At the beginning of 2022, Tumwater completely surrounded 12 areas of the county that are unincorporated and surrounded entirely by the City of Tumwater. The islands include 160 parcels totaling 161 acres with seven of the islands containing less than 2 lots. The Trospen Lake Island includes 111 parcels totaling 132 acres and is the largest of the islands. The first 11 islands were annexed in May by adoption of Ordinance No. O2022-001. Ordinance No. O2022-002, if approved, would annex the Trospen Lake Island.

Manager Medrud reviewed the planning process for the proposed annexation.

The number of government services are affected by the annexation area include:

- County and Local Fire District Services
- Police and Fire
- Roads and Stormwater
- Building and Land Use Permits
- Code Enforcement
- Separate voter pamphlets

Revised Code of Washington (RCW) 35A.14.296 recognized that county islands cause inefficiencies for the delivery of public services. In 2020, the Legislature passed a new law enabling cities and counties to annex islands through a jointly approved Interlocal Agreement (ILA). The legislation deemed city annexations of unincorporated areas within urban growth areas will be more efficient and effective if the county and city develop a jointly approved interlocal agreement so as not to create illogical boundaries or islands of unincorporated territory.

Key milestones completed include:

- September 5, 2021 – McLane Black Lake Fire Department did not object to the proposed annexation ILA
- December 1, 2021 – Tumwater and Thurston County hosted a joint open house on the proposed annexations
- Eighteen individuals contacted the City about the annexation with a number of questions. Of the 18 contacts, 11 of the individuals lived in the Trospen Lake Island with one individual supporting the annexation, three opposed to the annexation, with the remaining

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seven asking general questions about the impact to their properties when annexed to the City.

- November and December 2021 & January 2022 – The City issued public notices to inform residents and others of:
 - The Open House
 - How to obtain a copy of the draft Interlocal Agreement
 - How to participate in the public hearing on the Interlocal Agreement
- January 18, 2022 – The City Council and the Board of County Commissioners hosted a joint public hearing on the Interlocal Agreement.
- January 18, 2022 – The City Council approved the Interlocal Agreement.
- January 25, 2022 – The Board of County Commissioners approved the Interlocal Agreement.
- February 16, 2022 – Notices of Intent to Annex were forwarded to the Thurston County Boundary Review Board for a state mandated review for each annexation area.
- March 7, 2022 – The Boundary Review Board returned nine of the annexations to the City for final action after completing its 21-day review period.
- April 4, 2022 – The Boundary Review Board returned the remaining three annexations to the City for final action after completing its 45-day review period.

The General Government Committee received a briefing on the proposed annexation and recommended the City Council conduct a worksession to review both annexation ordinances. On May 17, 2022 the City approved Ordinance O2022-001 to annex the first 11 county islands.

Final action occurs when and if the City Council adopts the proposed annexation ordinance. After the effective date of the adopted ordinance, the annexation will be complete.

Lynne Watanabe, Lead Elections Technician, Thurston County Auditor's Office, shared how the Auditor's Office supports the elimination of county islands in Tumwater. The islands require the Auditor's Office to create a unique precinct for each island, which is expensive and hampers the protection of each voter's secrecy. The Auditor's Office is required to produce a unique ballot style for each island precinct. Additionally, an election in Tumwater could result in county island voters receiving voter pamphlets because of USPS carrier routes, creating confusion for county voters. On behalf of Thurston County, Ms. Watanabe thanked the Council for annexing the islands.

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Councilmember Althauser inquired about any estimated savings to the Auditor's Office if the islands are annexed by the City. Ms. Watanabe advised that she does not have the amount of any savings available at this time.

Consultant Gary Cooper offered to answer any questions from the Council.

Councilmember Dahlhoff requested confirmation that staff responded to all questions and concerns with the Q&A developed by staff. A recent email was received from an island resident inquiring about the benefits of annexation. Manager Medrud affirmed informational material was provided to county island residents who contacted the City. He also has had multiple conversations with the individual who recently contacted the City.

MOTION:

Councilmember Althauser moved, seconded by Councilmember Dahlhoff, to approve Ordinance No. O2022-002, Trosper Island Annexation. A voice vote unanimously approved the motion.

**RESOLUTION NO.
R2022-010,
TERMINATING THE
DECLARED LOCAL
EMERGENCY
RELATED TO
NOVEL
CORONAVIRUS
(COVID-19):**

City Administrator Doan reported on March 17, 2020, the Council declared an emergency related to COVID-19. The proposed resolution terminates the state of emergency on June 30, 2022. The proposed termination is in response to vaccinations and different safety and health measures in response to the pandemic. Although, the world is in a much better state, the pandemic continues with ongoing cases of COVID diagnosed with hospitalizations and a reduction in deaths because of vaccinations and boosters.

Following approval of the resolution, staff plans to work with the Police Department bargaining unit as the current Memorandum of Understanding (MOU) on vaccinations expires on June 15, 2022. The Teamsters did not enter into a MOU with the City. The Fire Department is subject to the Governor's Executive Order.

Staff recommends the Council approve the resolution. City Administrator Doan conveyed appreciation to all City employees who pivoted, adjusted, changed, and learned throughout the pandemic. City employees adapted to wearing masks, agreeing to receive vaccinations, and working from home.

Councilmember Althauser reminded everyone that the pandemic continues and urged everyone to apply the lessons learned during the last two years to ensure the recent increase in COVID cases does not continue and worsen.

MOTION:

Councilmember Jefferson moved, seconded by Councilmember Schneider, to approve Resolution No. R2022-010, terminating the declared local emergency related to Novel Coronavirus (COVID-19). A voice vote unanimously approved the motion.

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COMMITTEE REPORTS:

PUBLIC HEALTH & SAFETY:

Leatta Dahlhoff

The next meeting is scheduled on June 14, 2022 at 8 a.m. The agenda includes briefings on BLS Transport and FD CARES, a Thurston County Youth Marijuana Prevention Education Program update, and the 2021 Police Use of Force Report.

GENERAL GOVERNMENT:

Michael Althausen

The next meeting is scheduled on Wednesday, June 8, 2022. The agenda includes the 2022 General Development Code Housekeeping Amendments and a discussion on the Urban Forestry Management Plan tree preservation regulations.

PUBLIC WORKS:

Eileen Swarthout

The next meeting is scheduled on June 9, 2022 at 8 a.m. to receive an update on the Percival Creek Sewer Overflow Update – SmartCover Level Monitor, consideration of Drainage Design and Erosion Control Manual Revisions, PSE Schedule 74 Project Plan, Interlocal Agreement Between the City of Tumwater and Tumwater School District for the Barnes Boulevard and Ridgeview Loop Crossing Improvements, and the Pioneer Park Riparian Restoration Service Provider Agreement.

BUDGET AND FINANCE:

Debbie Sullivan

There was no meeting and no report.

MAYOR/CITY ADMINISTRATOR'S REPORT:

City Administrator Doan introduced Austin Ramirez as the City's Economic Development Manager who began on June 1, 2022.

Mayor Sullivan reported the Intercity Transit Authority recognized a Dial-A-Life driver, who won second place during the 31st Annual Community Transportation Rodeo in Louisville, Kentucky. Many transit staff and bus drivers won multiple driving awards during the event. A new operator class is scheduled on June 6, 2022. Mayor Sullivan encouraged community members interested in becoming a bus driver to visit the Intercity Transit website for more information. The next Intercity Transit Authority meeting is on May 15, 2022.

Mayor Sullivan attended the Community Action Council for Lewis Mason and Thurston Counties on May 25, 2022. Members received a briefing on the community report. Of interest is the number of services provided to individuals residing in Grays Harbor County. Monarch has experienced an increase in the number of clients this year totaling 1,095. The clients are children who have been sexually assaulted (949), physically assaulted (122), neglected (8), and wellness and violence (16). The Community Action Council owns a multitude of affordable housing developments. One development, Deschutes Cove, is located in Tumwater. The housing complexes are experiencing a vacancy rate of 1.9%.

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Mayor Sullivan reported on her attendance to the Tumwater Public Works celebration on May 19, 2022. She was honored to throw the first pitch during the youth baseball party in the park on May 21, 2022. She also participated in the opening of the Tumwater Farmers Market on June 5, 2022.

COUNCILMEMBER REPORTS:

Eileen Swarthout:

At the May 23, 2022 Climate Action Steering Committee meeting, members received a presentation on legacy forests. Legacy forests are forests naturally regenerated prior to World War II. The Department of Natural Resources plan timber sales in some areas of legacy forests. Councilmember Swarthout offered to forward a link to the presentation. Funds from timber sales support counties and other special districts. Efforts are underway to save legacy forests from harvesting.

At the last meeting of the Thurston Regional Planning Council, members reviewed the contingency funding project list for transportation projects. The region received additional funding from the federal government. The list of regional projects could only include projects submitted in 2020 during the call for projects or projects included in the unfunded project list of the Regional Transportation Improvement Plan. Tumwater's projects include the Littlerock Road and 113th SW Bridge project, the X Street Roundabout project, the Israel Road and Linderson Way Pedestrian and Bicycle improvements project, two proposals for the I-5/93rd Avenue Interchange, and the design of the Tumwater Boulevard and I-5 Interchange project. Funds received from the state can be supplemented with the federal funds. Because of the substantial increase in the construction market, the federal funds help to offset the increase in project costs.

Councilmember Cathey inquired about the purpose of thinning legacy forests. Councilmember Swarthout responded that the presentation included information on the requirements of the statute for timber sales to fund counties in which the timber is located. Councilmember Cathey commented on her belief that the action of harvesting timber is counterintuitive as it conflicts with a county's actions to combat climate change. Councilmember Swarthout noted that Thurston County Commissioner Menser is examining the issue of timber sales as it is not a source of sustainable income.

Angela Jefferson:

Councilmember Jefferson reported on her attendance to the May 18, 2022 Emergency Medical Services Council (EMS) meeting. Due to the absence of the Chair and Vice Chair, the meeting was informational only with no action completed. Members discussed the Medic One Response Time Report. Members agreed to continue the review of the report at the next meeting. A paramedic recruitment is underway during June 22-23, 2022. Six of nine applicants were hired from the last recruitment event. More

TUMWATER CITY COUNCIL MEETING
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paramedics are required in anticipation of up to 12 vacancies during the next year. A new EMT class is scheduled on June 20, 2022. Members discussed the status of the 90-day no divert policy. All parties want to continue the policy as it affords flexibility to patients in terms of where they want to receive treatment. Members discussed the continuance of hybrid meetings and elected to retain the hybrid format as it offers a choice for members. Funding is available for training of EMTs throughout the county. Medic One provides the funds of \$100,000.

At the June 1, 2022 Experience Olympia and Beyond Annual Meeting at Indian Summer, the Executive Director discussed the 2021 State of Thurston County. For the first time, barriers were removed to enable all businesses to join the organization. New community guides have been released and are available online. The guide is a tri-fold brochure and is customized for each local jurisdiction. The Tumwater brochure features areas of interest in the City. Members received a viewing of the new video produced for Experience Olympia and Beyond. The new website is now operational. Don Trospen presented information on Thurston County tourism with his presentation incorporating Tumwater's history and how the City has served as the gateway to South Sound. The annual meeting ended with a game show – Thurston Squares fashioned from the old game show, Hollywood Squares. Parks and Recreation Director Chuck Denney represented the City and placed second.

On Sunday, May 29, 2022, Councilmember Jefferson attended the first Tumwater Community Garden dedication at United Methodist Church. Councilmember Schneider attended, as well as two members of the City of Lacey Tree Board to learn how the City of Lacey can collaborate and create similar partnerships. Councilmember Jefferson thanked Councilmembers and staff involved in the launching of the City's first community garden.

Joan Cathey:

Councilmember Cathey reported on her attendance to the Regional Housing Council at the end of May in conjunction with Councilmember Althausen.

The Solid Waste Advisory Committee held a meeting on June 1, 2022. Councilmember deferred her report on the meeting, which included a review of a program, *Use Food Well Washington*. The program was initiated by legislation in 2019. The program focuses on prevention, recover, and reuse of food that otherwise would enter the waste stream. Members received a report on House Bill 1799 passed in 2022 to enhance the program.

Councilmember Cathey plans to attend the June 8, 2022 Olympic Regional Clean Air Authority meeting, General Government Committee meeting, and the Regional Housing Council meeting.

Charlie Schneider:

Councilmember Schneider attended the first Tumwater Community Garden dedication at United Methodist Church on Sunday, May 29, 2022. He acknowledged Councilmember Jefferson for her efforts to create the garden.

TUMWATER CITY COUNCIL MEETING
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June 7, 2022 Page 14

Councilmember Schneider attended the Memorial Day ceremony sponsored by Mills and Mills in honor of service members. Prior to the event, he was able to replace flags on the graves of veterans buried at the Mills and Mills cemetery.

Councilmember Schneider attended the annual Tumwater Youth Program (TYP) Appreciation Dinner at the River's Edge Restaurant sponsored by the Tumwater Parks and Recreation Department. The event honors all TYP volunteers. The TYP program is scheduled to restart in September. He also attended the National Trails Day Event at the trail near Jim Brown Park. The Tumwater Farmers Market opened on June 5, 2022 and is held each Sunday from 11 a.m. to 3 p.m. at Peter G. Schmidt Elementary School.

Councilmember Schneider attended the Thurston County Emergency Management Council Executive Seminar. The seminar included information on COVID, weather patterns, and planning and emergency recovery plans.

Councilmember Schneider reported he was representing himself, as a homeowner in the Preserve neighborhood as he read a statement into the record. The statement spoke to previous testimony by the chair of the Hopkins Drainage District addressing the excess water draining into the drainage ditch he believes was generated by the development of the Preserve subdivision. At that time, officials from the drainage ditch requested approximately \$380,000 to help reestablish and improve the ditch. The City of Tumwater denied that the subdivision was responsible for excess water. Thurston County also refused a similar request. After exhausting most avenues, drainage officials are directing their energy to the residents of the Preserve. In the complaint, the residents are referred to as landowners while residents view themselves as homeowners with homes built on land designed and approved by the City of Tumwater. As stated in an earlier email by City Administrator Doan, the City has complied with all regulations in the approval of the permits for the Preserve and surrounding areas. He questioned why the City was not willing to review the records to ensure there were no errors during the development process and provide at a minimum, an update, and an analysis to the Preserve. According to the ditch officials, the residents could be assessed \$780 for a one-time fee and a 10% annual fee. Residents in the Preserve are concerned about the issue.

Peter Agabi:

At the last meeting of the Joint Animal Services Commission in May, members considered a request from the Executive Director to appoint Joe Mugan, Executive Director, Feline Friends of Olympia, as a member of the Commission as a non-profit and non-veterinary member. The Commission discussed scheduling a retreat with no date established as this time dependent upon the availability of members.

TUMWATER CITY COUNCIL MEETING
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The last meeting of the Thurston Economic Development Council was held at Heritage Distilling in the Tumwater Craft District. The distillery produces cider in addition to whiskey products. The meeting hosted a presentation by North Thurston Public Schools on a district program. The program is seeking a grant of \$63 million to fund the construction of a facility for providing services. City Administrator Doan presented information on development activities occurring in the Tumwater Craft District.

Leatta Dahlhoff:

At the last meeting of the Thurston County Opioid Response Task Force, members received information on a Prevention Campaign focused on youth and seniors. The campaign is moving forward through different campaigns, platforms, medias, and in numerous languages.

The Regional Fire Authority continues to meet with members reviewing financial information at its next meeting.

Councilmember Dahlhoff reported she represents the City of Tumwater on the LOTT Clean Water Alliance Board of Directors. The Board discussed sea level rise. She is serving on a Sea Level Committee to work on a sea level rise work program.

Councilmember Dahlhoff attended the Thurston County 911 Communications meeting and received a presentation on the annual report and progress on switching to new radios. The City of Tumwater is scheduled for equipment replacement.

In conjunction with Councilmember Jefferson, Councilmember Dahlhoff serves on the Equity Toolbox Committee for the City. Members reviewed a Request for Proposal that is scheduled for release.

Councilmember Dahlhoff also attended the Thurston County Emergency Management Council Executive Seminar.

Councilmember Dahlhoff announced the availability of a small food pantry at Mountain View Church of the Nazarene. Church officials are also meeting with Director Chuck Denney and Manager Todd Anderson to sponsor another community garden.

Michael Althausen:

The Regional Housing Council concluded its two-day retreat in mid-May. the goals established at the onset of the retreat included working cooperatively with the Housing Action Team, addressing prevention in terms of services, and the future of the Council in terms of its overall comprehensive structure. Members made some progress on the goals but lacked some solid answers. The next meeting scheduled on June 8, 2022 will likely include a debriefing of the retreat and discussing next steps for developing comprehensive answers to the goals. The Council will likely

TUMWATER CITY COUNCIL MEETING

MINUTES OF MEETING

June 7, 2022 Page 16

appoint a work group to develop a plan for formulate the next steps for presentation to the Council.

Councilmember Althausser attended the Capitol Lake Deschutes Estuary Funding and Governance Work Group meeting. Members of the work group discussed the long-term management of the estuary after restoration and different types of operating agreements between the jurisdictions. Some of the structure of the long-term management option has shifted based on feedback provided by Mayor Sullivan, City Administrator Doan, and Councilmember Althausser. Instead of an interlocal agreement (ILA) that encompasses all aspects of an entity, the shift is for an ILA that covers the funding aspect with dispersed ownership of some of the assets. One of those assets added to the plan are Tumwater trails in the south basin area. The Council is scheduled to receive an update on the status of the work group efforts.

OTHER BUSINESS:

Councilmember Swarthout referred to coursework many on the Council are completing through ICMA (International City/County Management Association). One of the lessons focuses on the clear and comprehensive role as a Councilmember. She asked for a point of clarification with respect to Councilmember Schneider's statement from the Council dais. The lesson stressed that once elected, a Councilmember is considered an elected official at all times and whether the statement offered by Councilmember Schneider was an appropriate action, especially in terms of future meetings.

Mayor Sullivan advised that a discussion on the issue would be scheduled at a future Council worksession.

ADJOURNMENT:

Councilmember Dahlhoff moved, seconded by Councilmember Agabi, to adjourn the meeting at 8:55 p.m. A voice vote approved the motion unanimously.

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

TO: City Council
 FROM: Shelly Carter, Assistant Finance Director
 DATE: June 21, 2022
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of the payment of vouchers 170255 to 170330 in the amount of \$214,435.15 dated June 3, 2022 and electronic payments 901672 to 901687 in the amount of \$20,611.32; and the payment of vouchers 170331 to 170417 in the amount of \$499,298.13 dated June 10, 2022 and electronic payments 901688 to 901727 in the amount of \$261,530.54 and wire payments of \$195,583.41.

2) Background:

The City pays vendors monthly for purchases approved by all departments. The Finance Director has reviewed and released the payments as certified on the attached Exhibit(s). The full voucher listings are available by request to the Assistant Finance Director. The most significant payments* were:

Vendor	\$	Description
Golf Plus Construction, Inc	29,844.30	Bunker repair from flooding
Tumwater School District #33	92,788.00	Impact Fees Collected
Dell Marketing LP	23,974.52	Qty 8 Dell Precision Tower CAD computers

* Includes vouchers in excess of \$20,000, excluding routine utility payments.

3) Policy Support:

- Strategic Goals and Priorities: Fiscally responsible and develop sustainable financial strategies.
- Vision Mission Beliefs-Excellence: Efficient stewards of public resources, building public trust through transparency.

4) Alternatives:

- ☐ Ratify the vouchers as proposed.
- ☐ Develop an alternative voucher review and approval process.

5) Fiscal Notes:

The vouchers are for appropriated expenditures in the respective funds and departments.

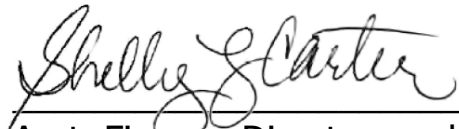
6) Attachments:

- A. Exhibit A – Payment of Vouchers – Review and Approval

EXHIBIT "A"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Voucher/Check Nos 170255 through 170330 in the amount of \$214,435.15
Electronic payment No 901672 through 901687 in the amount of \$20,611.32



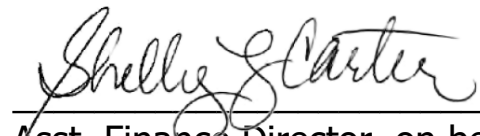
Asst. Finance Director, on behalf of the Finance Director

Checks dated 06/03/2022

EXHIBIT "B"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Voucher/Check Nos 170331 through 170417 in the amount of \$499,298.13
Electronic payment No 901688 through 901727 in the amount of \$261,530.54
Wire payments of \$195,583.41



Asst. Finance Director, on behalf of the Finance Director

Checks dated 06/10/2022

TO: City Council
 FROM: Brad Medrud, Planning Manager
 DATE: June 8, 2022
 SUBJECT: Preliminary Docket for 2022 Annual Housekeeping Amendments

1) Recommended Action:

Approve all the amendments in the preliminary docket to include in the TMC 18.60.025(A) final docket.

2) Background:

TMC 18.60.025(A) establishes a process by which the preliminary docket of annual development code housekeeping amendments undergoes an initial review by the Planning Commission for recommendation to the City Council. The Planning Commission and General Government Committee reviewed the preliminary docket this spring and recommended that all the items go forward to the final docket. The City Council will make the final determination on which of the proposed amendments will be included in the final docket in June 2022.

Once the docket becomes final, staff will review and analyze the proposed amendments as part of the long range planning work program and come back to the Planning Commission and City Council for the final review and recommendation process in September 2022.

The development code housekeeping preliminary docket staff report contains summaries of the fourteen proposed amendments.

The other housekeeping amendments staff reports contains summaries of the three proposed amendments that do not fall under the same TMC 18.60.025(A) process, but will be considered at the same time as the development code final docket during the fall.

3) Policy Support:

Economic Development Plan Goal 1: "Establish a development climate that stimulates economic activity and desirable investment."

Economic Development Plan Strategy 1.D: "Ensure a predictable and efficient experience for business owners and developers seeking to invest in Tumwater."

Land Use Element Implementation Policy 11 of Section 3.3: "Modify the land use regulatory review, permitting, and approval system for consistency with the Growth Management Act and adopted plans to ensure predictability and allow processing of development permits in a timely and fair manner."

3) Alternatives:

☐ None

5) Fiscal Notes:

This is an internally funded work program task.

6) Attachments:

- A. Staff Report – Development Code Housekeeping Preliminary Docket
- B. Staff Report – Other Housekeeping Amendments



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2022 DEVELOPMENT CODE HOUSEKEEPING PRELIMINARY DOCKET STAFF REPORT CITY COUNCIL CONSENT

Issue

During 2020 and 2021, staff gathered information on proposed minor housekeeping amendments to the development code in the Tumwater Municipal Code to be considered collectively in 2022. TMC 18.60.025(A) establishes a process for such development code amendments that is similar to the one the City follows for annual Comprehensive Plan amendments.

A preliminary docket of proposed amendments will be reviewed in the spring for consideration as part of the final docket that would be reviewed by the Planning Commission and approved by the City Council in the fall.

One additional item has been added to the preliminary docket to update the criteria for when a traffic impact analysis study is required.

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Summary

The proposed amendments are intended make minor corrections to the City's development regulations.

Background

TMC 18.60.025(A) establishes a process by which the preliminary docket of annual development code housekeeping amendments undergoes an initial review by the Planning Commission for recommendation to the City Council. The City Council will then make the final determination on which of the proposed amendments will be included in the final docket.

After the docket is final, staff will review and analyze the proposed amendments and come back to the Planning Commission with a draft ordinance to start the final review and recommendation process on September 13, 2022.

The amendments are a part of the approved 2022 Long Range Planning work program.

Development Code Housekeeping Preliminary Docket

The following is a summary of the proposed amendments that make up the development code housekeeping preliminary docket:

A. Accessory Dwelling Unit Entrances

Address accessory dwelling unit primary entrance language. Accessory dwelling unit shall be designed to maintain the appearance of the main building of the single-family residence. In some cases, it is not possible for the primary entrance to an accessory dwelling unit not to be visible from the yard on the same side of the lot on which the primary entrance to the primary single-family dwelling unit is located. The amendment would change this from a requirement to an option.

Consistent with Sections 1.A.1 *Purpose* and 1.A.2 *Administrative Procedures of the Citywide Design Guidelines*.

Code Section to be amended:

- TMC 18.42.010 – Accessory dwelling units – General Land Use Regulations

B. Adult Family Homes/Residential Care Facilities

Address consistency of adult family home and residential care facilities as permitted and conditional uses with state law and internally in TMC Title 18 *Zoning* in individual zone districts and TMC 18.53 *Housing for the Functionally Disabled*.

RCW 70.128.140 states:

Compliance with local codes and state and local fire safety regulations.

(1) Each adult family home shall meet applicable local licensing, zoning, building, and housing codes, and state and local fire safety regulations as they pertain to a single-family residence. It is the responsibility of the home to check with local authorities to ensure all local codes are met.

(2) An adult family home must be considered a residential use of property for zoning and public and private utility rate purposes. Adult family homes are a permitted use in all areas zoned for residential or commercial purposes, including areas zoned for single-family dwellings.

Code Section to be amended:

- TMC 18.07.010 – Residential zone districts permitted and conditional uses – Summary Tables of Uses
- TMC 18.07.030 – Industrial zone districts permitted and conditional uses – Summary Tables of Uses
- TMC 18.07.040 – Greenbelt/open space zone districts permitted and conditional uses – Summary Tables of Uses
- TMC 18.27.040 – Uses – BD Brewery District zone district
- TMC 18.30.030 – Permitted uses – GB Greenbelt zone district
- TMC 18.30.050 – Conditional uses – GB Greenbelt zone district
- TMC 18.31.020 – Permitted uses – OS Open Space zone district
- TMC 18.31.040 – Conditional uses – OS Open Space zone district
- TMC 18.49.020 – Permitted uses – MFP Manufactured Home Park zone district
- TMC 18.53.020 – Adult family home – Housing for the Functionally Disabled
- TMC 18.53.030 – Residential care facility – Housing for the Functionally Disabled

C. Bicycle Storage

Clarifying whether residential uses require one long-term bike storage spot per unit (TMC 18.50.120(C)(3)) or one per four units as shown in the table

(TMC 18.50.120(A)) at the end of TMC 18.50 *Off-Street Parking*. TMC 18.50.120 *Required bicycle facilities* and TMC Figure 18.50.120(A) establish bicycle parking spaces requirements for both short-term (Class 2) bicycle facilities and long-term (Class 1) bicycle facilities.

Code Section to be amended:

- TMC 18.50.120 – Required bicycle facilities – Off-Street Parking

D. Capitol Boulevard Community – Multifamily Parking Requirements

Remove the 1.0 parking space per dwelling unit limit for multifamily dwellings in the Capitol Boulevard Community to relieve off-street parking impacts on adjacent neighborhoods.

Code Section to be amended:

- TMC 18.21.060 – Development Standards – CBC Capitol Boulevard Community Zone District

E. Car Washes

Adding “carwash” to General Commercial uses through an amendment to the Title 17 *Zoning* definitions, instead of a specifically listed use.

Code Section to be amended:

- TMC 18.04.010 – A definitions – Definitions

F. Duplexes

Clarifying the language for when “duplexes” are a permitted use in the three single-family zone districts.

Code Sections to be amended:

- TMC 18.08.020 – Permitted uses – RSR Residential/ Sensitive Resource zone district
- TMC 18.10.020 – Permitted uses – SFL Single-Family Low Density Residential zone district

- TMC 18.12.020 – Permitted uses – SFM Single-Family Medium Density Residential zone district

G. Impound Yards

Addressing the “impound yards” use, which is not currently permitted in any zone districts in the City.

Creating a new “impound yards” use with a new definition in TMC 18.04.090, adding as a conditional use to the zone districts listed below, and adding minimal conditions through the conditional use process.

Code Sections to be amended:

- TMC 18.04.090 – I Definitions – Definitions
- TMC 18.24.040 – Conditional uses – LI Light Industrial Zone District
- TMC 18.25.040 – Conditional uses – HI Heavy Industrial Zone District
- TMC 18.34.040 – Conditional uses – ARI Airport Related Industry Zone District
- TMC 18.56.180 – “T” Uses – Conditional Use Permits

H. Mixed Use Overlay

Clarifying the intent of TMC 18.33 *MUO Mixed Use Overlay* to require commercial or office uses along primary roadways rather than 20% of every building.

Code Section to be amended:

- TMC 18.33.060 – Development standards – MUO Mixed Use overlay zone district

I. Nonconforming Signs

Addressing a conflict in nonconforming signs requirements in TMC 18.44.090 *Existing signs* in the TMC 18.44 *Signs*.

Code Section to be amended:

- TMC 18.44.090 – Existing signs – Signs

J. Optometry Clinics

Addressing the “optometry clinics” use, which does not fit well with either the existing “medical clinic” use or “professional services” use.

Creating a new “optometry clinics” use with a new definition in TMC 18.04.150 and adding as a permitted use to the zone districts listed below.

Code Sections to be amended:

- TMC 18.04.150 – O Definitions – Definitions
- TMC 18.07.020 – Commercial zone districts permitted and conditional uses– Summary Tables of Uses
- TMC 18.07.030 – Industrial zone districts permitted and conditional uses– Summary Tables of Uses
- TMC 18.18.020 – Permitted Uses – NC Neighborhood Commercial zone district
- TMC 18.19.020 – Permitted Uses – CS Community Services zone district
- TMC 18.20.030 – Permitted Uses – MU Mixed Use zone district
- TMC 18.21.030 – Permitted Uses – CBC Capitol Boulevard Community zone district
- TMC 18.22.020 – Permitted Uses – GC General Commercial zone district
- TMC 18.23.020 – Permitted Uses – TC Town Center zone district
- TMC 18.24.020 – Permitted Uses – LI Light Industrial zone district
- TMC 18.26.020 – Permitted Uses – HC Historic Commercial zone district
- TMC 18.27.040 – Uses – BD Brewery District zone district
- TMC 18.34.020 – Permitted Uses – ARI Airport Related Industry zone district

K. Personal and Professional Services

For consistency and understanding, splitting “personal and professional services” into “personal services” and “professional services” and removing “personal and professional and services and sales” from the TMC 18.07.020 Table Commercial zone districts permitted and conditional uses – Summary Tables of Uses.

Code Sections to be amended:

- TMC 18.04.160 – P Definitions – Definitions
- TMC 18.07.020 – Commercial zone districts permitted and conditional uses – Summary Tables of Uses
- TMC 18.07.030 – Industrial zone districts permitted and conditional uses – Summary Tables of Uses
- TMC 18.19.020 – Permitted Uses – CS Community Services zone district
- TMC 18.23.020 – Permitted Uses – TC Town Center zone district
- TMC 18.24.020 – Permitted Uses – LI Light Industrial zone district
- TMC 18.26.020 – Permitted Uses – HC Historic Commercial zone district
- TMC 18.27.040 – Uses – BD Brewery District zone district
- TMC 18.34.020 – Permitted Uses – ARI Airport Related Industry zone district

L. Public Building Signs

Adding exemptions for the size and number of sign for public buildings located in residential zone districts.

Code Section to be amended:

- TMC 18.44.140 – Residential zone districts – Signs

M. Residential Mechanical Equipment in Setbacks

Allowing “residential mechanical equipment” in the three single-family zone districts rear setbacks.

Code Sections to be amended:

- TMC 18.08.050 – Development standards – RSR Residential/Sensitive Resource zone district
- TMC 18.10.050 – Development standards – SFL Single-Family Low Density Residential zone district
- TMC 18.12.050 – Development standards – SFM Single-Family Medium Density Residential zone district

N. Residential Storage Sheds – Gravel Access

Addressing driveway surface for residential storage sheds. Currently, if a residential property owner wants to build a detached storage shed on a property having a gravel driveway, TMC 18.50.020(A)(1) requires compliance with the current parking regulations. In this case, TMC 18.50.030(B) requires residential property owner to convert the driveway to a hard surface.

Code Section to be amended:

- TMC 18.50.020 – Parking, loading and bicycle facility general regulations – Off-Street Parking

O. Subdivision Dedication Code Language Update

Update the subdivision dedication code language update to change “men” to “persons.”

Code Section to be amended:

- TMC 17.24.030(D)(2) – Format and content of application – Final Land Divisions

Public Approval Process

Consistent with TMC 18.60.025, the Planning Commission held a briefing on the preliminary docket on April 26, 2022 and a worksession on May 10, 2022. At the end of the worksession, the Planning Commission sent a recommendation to the General Government Committee on the items to go forward to the final docket for more review.

The General Government Committee discussed the Planning Commission’s recommendation on the items to go forward to the final docket for more review at their June 8, 2022 meeting. The General Government Committee recommended that

2022 DEVELOPMENT CODE HOUSEKEEPING PRELIMINARY DOCKET

the preliminary docket be placed on the City Council's consent agenda for their June 21, 2022 meeting.

An Environmental Checklist for a non-project action will be prepared in August 2022 under the State Environmental Policy Act (Chapter 43.21C RCW), pursuant to Chapter 197-11 WAC, and a Determination of Non-Significance will be issued later in August 2022.

The ordinance will be sent to the Washington State Department of Commerce in August 2022 for the required 60-day review before the proposed text amendments were adopted, in accordance with RCW 36.70A.106.

The Planning Commission is expected to receive a briefing on the final docket of proposed code amendments on September 13, 2022 and hold a worksession on the final docket September 27, 2022.

A Notice of Public Hearing for the Planning Commission is expected to be issued on September 30, 2022 prior to a public hearing. The notice will be posted, published as a press release, distributed to interested individuals and entities that have requested such notices, and published in *The Olympian*.

The Planning Commission is expected to hold a public hearing for the proposed amendments on October 11, 2022. Following the public hearing and deliberations, the Planning Commission will make a recommendation that Council on the proposed amendments.

The Public Works Committee is expected to hold a briefing on the proposed amendments to the Tumwater Development Guide on November 17, 2022.

The General Government Committee is scheduled to review the proposed amendments in a briefing on November 9, 2022 and recommend that the ordinance be discussed at a City Council worksession. The City Council is scheduled to review the amendments at a worksession on November 22, 2022 and consider the amendments on December 6, 2022.

Public Notification

A Notice of Public Hearing for October 11, 2022 for the Planning Commission is expected to be issued, posted, mailed to interested parties, and published in *The Olympian* on September 30, 2022, after the Planning Commission is expected to set the public hearing date on September 27, 2022.

Staff Conclusions

1. The proposed text amendments will need to be consistent with the goals of the Washington State Growth Management Act.

- a. This ordinance will need to be consistent with Goal 7 of the Growth Management Act which states:

“Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.”

The Ordinance establishes concise requirements for the application, review process, and approval of planned unit developments.

2. The proposed amendments will need to be consistent with the Economic Development Plan because the proposed amendments improve the clarity and specificity of the regulations for submittal, review, and approval of planned unit developments.

- a. Goal #1 of the Economic Development Plan states:

“Establish a development climate that stimulates economic activity and desirable investment.”

- b. The text of the Economic Development Plan states that one of the ways to support Goal #1 is:

“...by making ongoing improvements to existing development regulations, systems, and processes.”

- c. Action item 1.D. of the Economic Development Plan states:

“Ensure a predictable and efficient experience for business owners and developers seeking to invest in Tumwater.”

This Ordinance will need to be improve the existing regulations for the application, review process, and approval of planned unit developments.

3. Based on the above review and analysis, staff will need to conclude that the proposed text amendments are consistent with the requirements of the Washington State Growth Management Act and the Tumwater Comprehensive Plan.

Planning Commission Recommendation

Planning Commission recommends that the City Council let all the items in the 2022 development code housekeeping preliminary docket go forward for review as part of the final docket.

Effects of the Proposed Amendments

The proposed text amendments would necessitate changes to the Tumwater Municipal Code.

Staff Contact

Brad Medrud, Planning Manager
City of Tumwater Community Development Department
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bmedrud@ci.tumwater.wa.us



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 555 Israel Road SW
 Tumwater, WA 98501-6515
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 Fax: 360-754-4138

2022 OTHER HOUSEKEEPING AMENDMENTS

STAFF REPORT

CITY COUNCIL CONSENT

Issue

During 2020 and 2021, staff gathered information on proposed minor housekeeping amendments in the Tumwater Municipal Code to be considered collectively in 2022 that are not part of the development code, which is defined as Title 16 *Environment*, Title 17 *Land Division*, and Title 18 *Zoning*. These housekeeping amendments are separate from the development code housekeeping amendments being considered as part of Ordinance No. O2022-013 that are following the process in TMC 18.60.025(A), but will follow the same schedule.

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Summary

The proposed amendments are intended make minor corrections to the City's municipal code.

Background

The amendments are a part of the approved 2022 Long Range Planning work program.

Other Housekeeping Amendment Summary

The following is a summary of the proposed amendments that make up the other housekeeping amendments:

A. Sidewalks – Obstructions, Maintenance, and Repair

At the request of City staff, address short-term and long-term sidewalk maintenance. The intent would be to clarify which owners are responsible for maintenance of sidewalks. Currently the Tumwater Municipal Code or Tumwater Development Guide does not address this issue.

New Code Sections to be created:

- TMC 12.08.035 – Removal of sidewalk obstructions – Street and Side Obstructions
- TMC 12.12.070 – Sidewalk maintenance and repair – Construction of Curbs and Sidewalks

B. Staff Reports for Hearing Examiner - Schedule

Review when a staff report is needed for a hearing examiner hearing. The hearing examiner has asked that the date when staff reports have to be available be changed from the current five working days prior to the public hearing to seven days.

Code Section to be amended:

- TMC 2.58.110 – Distribution of information – Hearing Examiner

C. Traffic Study Requirements

Update the criteria for when a traffic impact analysis study is required.

Code Section to be amended:

- TMC 15.48.060 – Traffic study – Transportation Concurrency Requirements

Public Approval Process

An Environmental Checklist for a non-project action will be prepared in August 2022 under the State Environmental Policy Act (Chapter 43.21C RCW), pursuant to

2022 OTHER HOUSEKEEPING AMENDMENTS

Chapter 197-11 WAC, and a Determination of Non-Significance will be issued later in August 2022.

The ordinance will be sent to the Washington State Department of Commerce in August 2022 for the required 60-day review before the proposed text amendments were adopted, in accordance with RCW 36.70A.106.

The Planning Commission is expected to receive a briefing on the proposed other housekeeping amendments on September 13, 2022 and hold a worksession on the ordinance on September 27, 2022.

A Notice of Public Hearing for the Planning Commission is expected to be issued on September 30, 2022 prior to a public hearing. The notice will be posted, published as a press release, distributed to interested individuals and entities that have requested such notices, and published in *The Olympian*.

The Planning Commission is expected to hold a public hearing for the amendments on October 11, 2022. Following the public hearing and deliberations, the Planning Commission will make a recommendation that Council on the amendments.

The Public Works Committee is expected to hold a briefing on the amendments to the Tumwater Development Guide on November 17, 2022.

The General Government Committee is scheduled to review the amendments in a briefing on November 9, 2022 and recommend that the ordinance be discussed at a City Council worksession. The City Council is scheduled to review the amendments at a worksession on November 22, 2022 and consider the amendments on December 6, 2022.

Public Notification

A Notice of Public Hearing for October 11, 2022 for the Planning Commission is expected to be issued, posted, mailed to interested parties, and published in *The Olympian* on September 30, 2022, after the Planning Commission is expected to set the public hearing date on September 27, 2022.

Staff Conclusions

1. The proposed text amendments will need to be consistent with the goals of the Washington State Growth Management Act.
 - a. This ordinance will need to be consistent with Goal 7 of the Growth Management Act which states:

“Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.”

2022 OTHER HOUSEKEEPING AMENDMENTS

- The Ordinance establishes concise requirements for the application, review process, and approval of planned unit developments.
2. The proposed amendments will need to be consistent with the Economic Development Plan because the proposed amendments improve the clarity and specificity of the regulations for submittal, review, and approval of planned unit developments.
 - a. Goal #1 of the Economic Development Plan states:

“Establish a development climate that stimulates economic activity and desirable investment.”
 - b. The text of the Economic Development Plan states that one of the ways to support Goal #1 is:

“...by making ongoing improvements to existing development regulations, systems, and processes.”
 - c. Action item 1.D. of the Economic Development Plan states:

“Ensure a predictable and efficient experience for business owners and developers seeking to invest in Tumwater.”

This Ordinance will need to be improve the existing regulations for the application, review process, and approval of planned unit developments.
 3. Based on the above review and analysis, staff will need to conclude that the proposed text amendments are consistent with the requirements of the Washington State Growth Management Act and the Tumwater Comprehensive Plan.

Staff Recommendation

Staff recommends that the City Council review the proposed amendments and provide comment to staff.

Effects of the Proposed Amendments

The proposed text amendments would necessitate changes to the Tumwater Municipal Code.

Staff Contact

Brad Medrud, Planning Manager
 City of Tumwater Community Development Department
 360-754-4180
 bmedrud@ci.tumwater.wa.us

2022 OTHER HOUSEKEEPING AMENDMENTS

TO: City Council
FROM: Bill Lindauer, Engineering Services Manager
DATE: June 21, 2022
SUBJECT: PSE Schedule 74 Project Plan

1) Recommended Action:

Staff recommends Council approve the PSE Schedule 74 Project Plan, which is an agreement to complete utility undergrounding conversion for the I-5/Trosper Road/Capitol Boulevard Reconfiguration Project. The PSE Schedule 74 Project Plan was recommended for approval by the Public Works Committee at their June 9, 2022, meeting.

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 outlines the scope of work required to complete this work.

3) Policy Support:

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

4) Alternatives:

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

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.

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:			\$413,432	\$483,716
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

RAB @ Capitol Blvd & Trospers Rd

PI - Relocate OH & UG Facilities

PSE CAPITAL PROJECT

GENERAL SPECIFICATIONS

Scope of Work

PSE project limits - Relocate PSE Facilities that are in conflict with road widening and new Roundabout Design.

General

- All work is to be completed per PSE Standards & Practices. Copies of all PSE Standards are available upon request.
- Work sites shall be kept clear of debris and all construction materials; equipment and packing shall be removed daily.
- Return all unused and removed poles, transformers and hardware to PSE, storeroom. All copper shall be coiled and returned the day it is removed from the poles. Remove all unused pins and insulators.
- **Return all streetlights, area lights and floodlights to Sumner yard.**

Preconstruction

- Notify appropriate city, County or DOT authorities 48 to 72 hours, or as required by permitting agency, in advance of starting work in Right-of-way involving a Permit.
- All system switching shall be approved by **System Operations (425-882-4652)** a minimum of 48 hours in advance.
- Notify customers of all outages 48 hours in advance.

Work Drawings & Documents

- Field design changes shall be approved by PSE Project Manager or Engineer.
- Mark all field changes, equipment ID numbers and Underground cable information in red on Foreman's copy of worksketch.
- Return one Foreman's copy of worksketch to Project Manager at completion of job.
- When permits are required, a copy shall be available on work site at all times.

Safety

- Refer to PSE standards 6275.3000 and 6275.6000 for system ground requirements.
- Refer to PSE standards 6275.9050 for personal protective grounding requirements.
- Refer to PSE standards 6275.9150 for vehicle grounding and barricading requirements.
- Proper line clearances shall be taken at the beginning, and released at the end, of each work day, or as otherwise instructed by the System Operator.
- Provide signs, barricades, and traffic control in conformance with permit regulations.
- Utilize flagging and other vehicle traffic control as necessary and in conformance with local traffic regulations.
- Maintain traffic flow as required by permitting agency.

Erosion & Sediment Control

- Refer to PSE standards 0150.3200 for minimum requirements.
- Comply with all requirements of permitting agency.
- Installed erosion & sediment devices shall be maintained until vegetation has been re-established or disturbed soil has been otherwise permanently stabilized.

Joint Facilities

- Coordinate with Communication Companies for transfers.

OVERHEAD CONSTRUCTION

Poles & Structures

- Poles are to be installed or relocated as staked. Unless otherwise noted, all pole location measurements are from the center of the pole.
- All new poles set shall be the class indicated on the sketch, or better. Do not set a lower class pole than specified.
- Install ground plate assembly on all new poles. Install Switch Ground Assembly per standard specification 6014.1000 at new gang operated switch locations.
- Install grid numbers on all new and existing poles as shown on sketch.
- Straighten existing poles as indicated or as necessary.
- Treat all field-drilled poles with copper naphthenate wood preservative.
- Remove old poles after communication companies have transferred off and return to PSE storeroom. Fill and crown pole holes and restore area similar to adjacent landscaping.

Conductors & Equipment

- Transfer all overhead and underground primary, secondary and service conductors and guys to new poles set, unless otherwise indicated on this sketch.
- Transfer existing transformers to new poles unless otherwise indicated on this sketch.
- Use stirrups to connect all overhead and underground primary taps, and all transformers. Install at all sites being worked within the scope of the project where they are currently missing.
- Use 397 AAC and Ampact connectors for all bare conductor feeder jumpers and 600 amp switch jumpers. Install tree wire conductor for jumpers on all poles that are double deadended with tree wire.
- Apply grit inhibitor on all Ampact, stirrup, and dead-end connections.
- Connect primary taps and transformers to same phase as existing unless otherwise shown on the drawing.
- All neutral connections to be made with solid compression connectors. Connect all pole grounds to common neutral.
- Use Load-interrupter cutouts (with arc shields) on all primary overhead and underground taps with fused protection above 40T.
- Install Wildlife Protectors on all transformers.

UNDERGROUND CONSTRUCTION

Excavation

- Trenching outside of the Right-of-way shall be of sufficient depth to provide a minimum of 36" of cover for primary conductors and 24" of cover for secondary conductors.
- Road crossings and all trenches within the Right-of-way shall be of sufficient depth to provide a minimum of 36" of cover for all conductors or as required by the permitting Agency.
- All conductors/conduits shall have a minimum of 3" of bed and 3" of clean sand cover.
- No rocks larger than 6" shall be included in backfill.
- Backfill in road crossings and within the Right-of-way shall be compacted to 95% density or as required by the permitting Agency.
- Restore all excavated areas to original condition.
- **If four or more six inch conduits are installed in a trench, fluidized thermal backfill (FTB) shall be installed around the conduits to a depth of six inches above and to the sides of the conduit, and two inches underneath, per PSE Standard 6790.0140.**

Vaults & Handholes

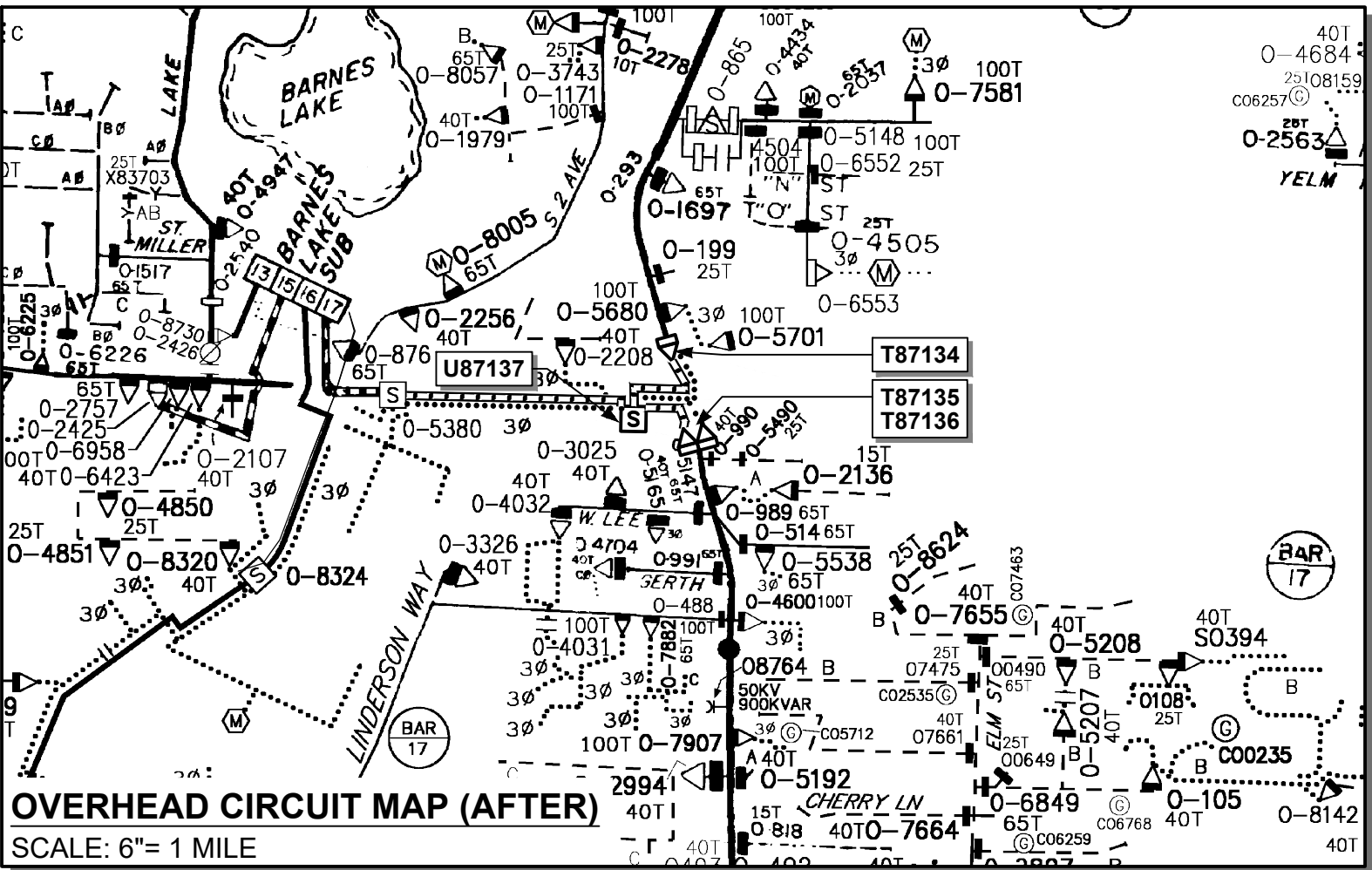
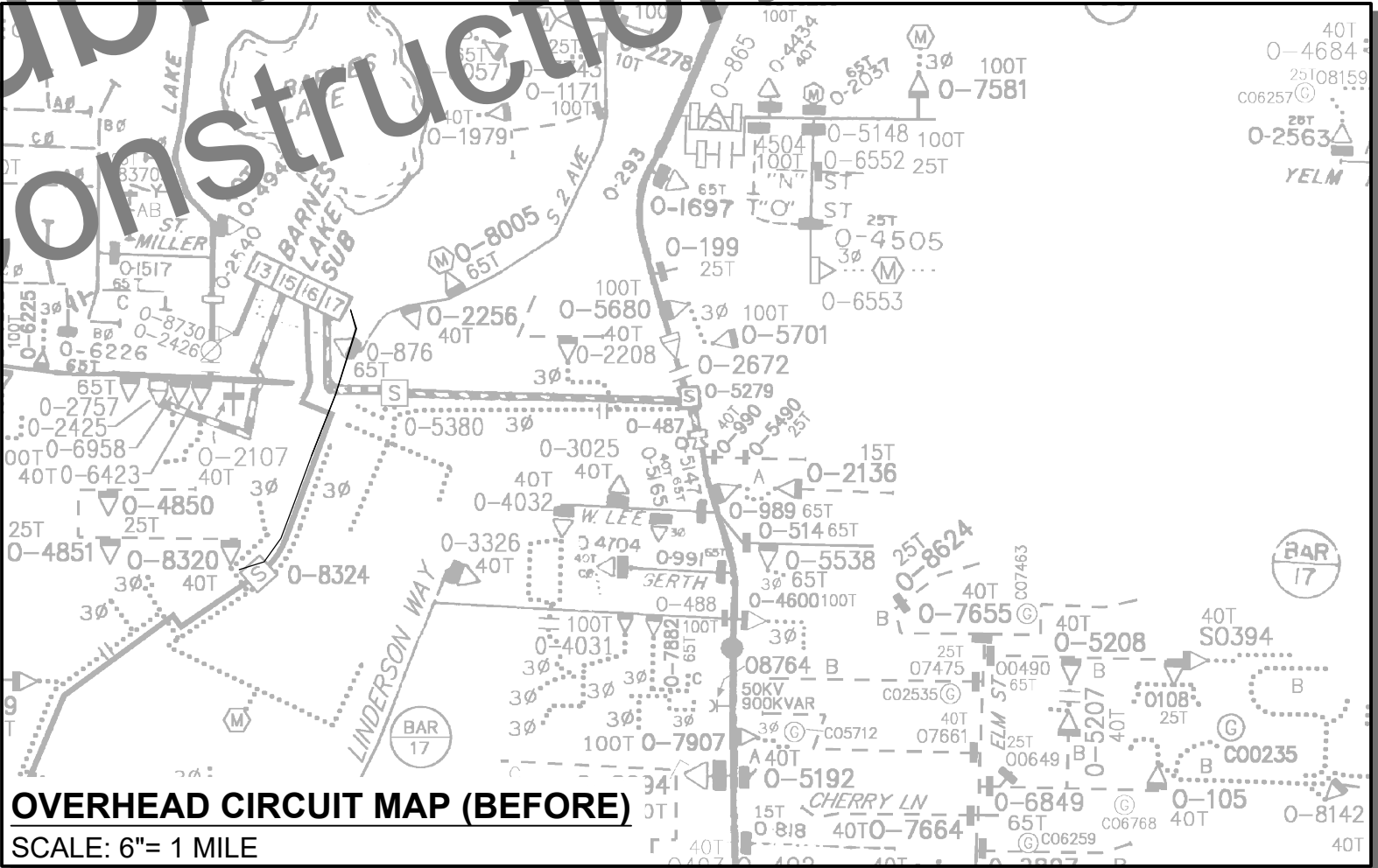
- Refer to PSE standard 6775.0040 "Vault and Handhole Installation"
- Vaults shall be placed level and 2" above final grade in landscaped areas and flush with final grade when placed in hard surface areas.
- A minimum 6" bed of 5/8" crushed rock shall be placed under all vaults.
- All conduit entrances shall be grouted.

Conductors & Conduit

- Refer to PSE standard 6800.6000 "PVC Conduit Installation".
- Unless splices are called for, or otherwise noted or approved, conduit risers shall be plumbed directly to road crossing conduits.
- Install insulating caps on all unused primary bushings.
- All "spare" conduits shall be capped at each end.

EROSION & SEDIMENT CONTROL REQUIREMENTS

EROSION & SEDIMENT CONTROL SHALL BE PER PSE STANDARD PRACTICE 0150.3200 TECHNIQUES FOR TEMPORARY EROSION & SEDIMENT CONTROL & ANY ADDITIONAL LOCAL JURISDICTION REQUIREMENTS. (LOCAL JURISDICTIONS MAY HAVE ADDITIONAL REQUIREMENTS INCLUDING NOTES DETAILING WHERE EROSION OR SEDIMENT CONTROL STRUCTURES ARE TO BE INSTALLED, CROSS SECTION DETAILS OF THE TYPICAL EROSION STRUCTURES, & SPECIAL REQUIREMENTS FOR WORK IN SENSITIVE AREAS.)



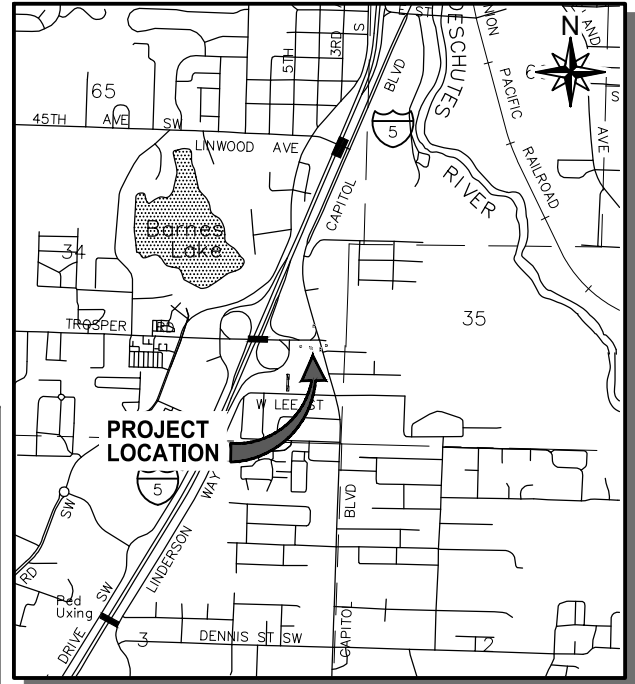
LEGEND

- NEW CONDUCTOR AND OR TRENCH LINE
- ~~~~~ REMOVE EXISTING CONDUCTOR
- NEW POLE
- EXISTING POLE
- ⌋ OR ⌋ DISCONNECT - FUSED
- ⌋ OR ⌋ DISCONNECT - UNFUSED
- ⌋ OVERHEAD JUMPER CONNECTION
- ▼ OVERHEAD TRANSFORMER
- ▷ OR ▷ CONDUIT RISER
- ✱ STREET LIGHT
- ← DOWN GUY
- ⬤ ENERGY CUSTOMER DEMAND POINT
- ⬤ PULL VAULT OR SPLICE VAULT
- ⬤ JUNCTION VAULT/JUNCTION BOX
- ⬤ PADMOUNT TRANSFORMER
- ⬤ TOTAL UNDERGROUND TRANSFORMER
- SECONDARY HANDHOLE

FOREMAN (CHECK BOX WHEN COMPLETED)	
<input type="checkbox"/> PSE Equipment LOCKED/SECURED & Work Area left in CLEAN/SAFE Condition.	
<input type="checkbox"/> Grid, Cable, and Switch numbers INSTALLED & VERIFIED.	
<input type="checkbox"/> Field Changes RED-LINED on As-built.	
<input type="checkbox"/> Material VERIFIED and CHANGES noted on Paperwork.	
<input type="checkbox"/> Total PRIMARY Cable noted on As-built.	
<input type="checkbox"/> Company ID's RECORDED in correct location on As-built.	
<input type="checkbox"/> Indicate correct FUSE SIZE on As-built & VERIFY proper PHASE.	
<input type="checkbox"/> Deviations noted on the As-built and their reason.	
<input type="checkbox"/> I certify that the work performed meets PSE's standards and procedures and that all quality requirements are met.	
Foreman's Signature _____	Date _____
Print Name _____	

PROJECT PHASE	NOTIF#	ORDER#
PWR Superior Retirement	11755708	101138117
OH Dist Xfmr		108120033
OH <55kv Const Related		584045281
UG <55kv Const Related		593218708
		594134024
GAS Distribution	N/A	N/A
HP Main	N/A	N/A
HP Svc/MSA	N/A	N/A
CABLE TV PHONE		

Vicinity Map (Lat,Long: 46.9998,-122.9089)



Owner / Developer Contact Info

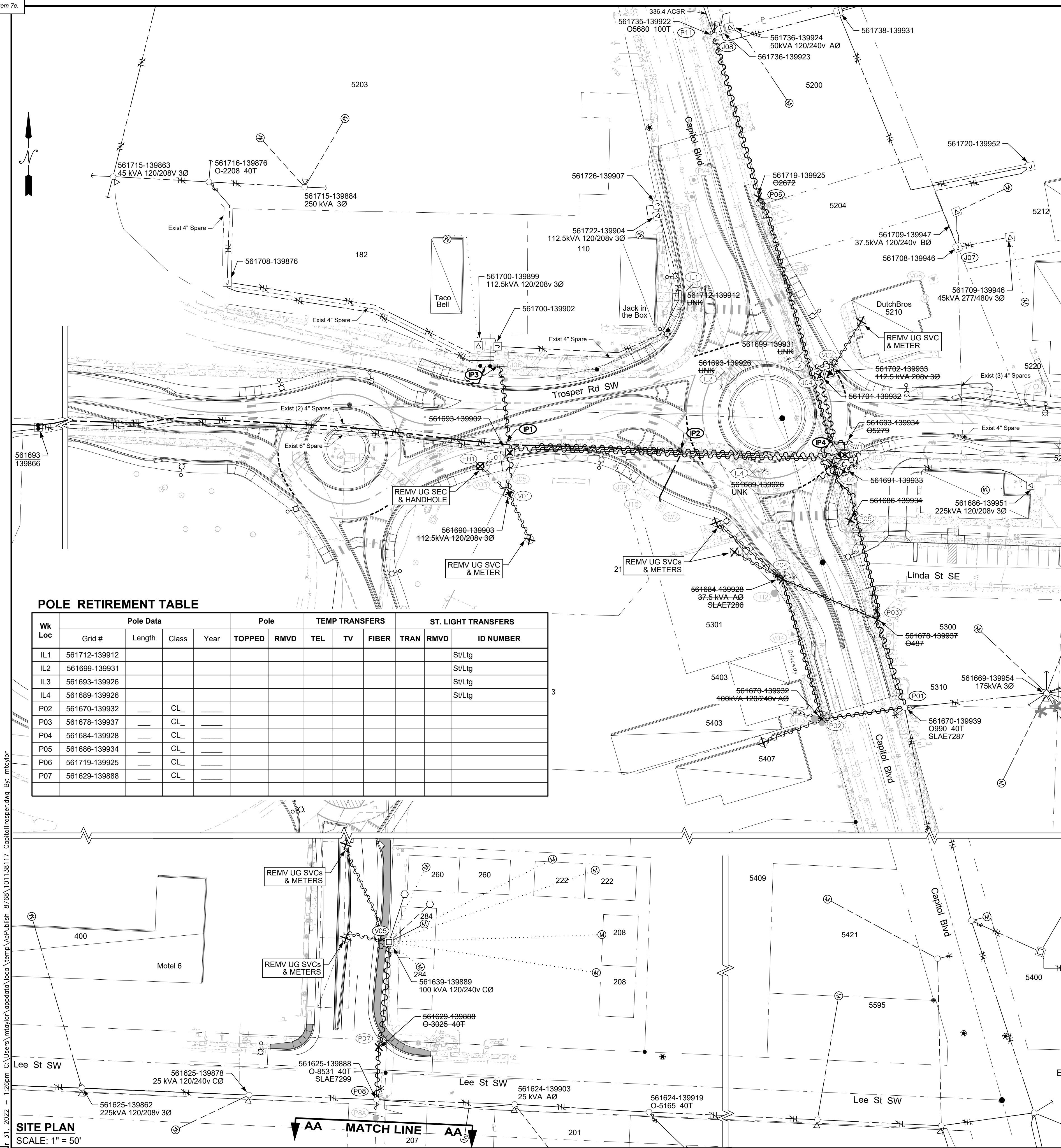
Tumwater Public Works
555 Israel Rd SW
Tumwater, WA 98501
ATTN: Brandon Hicks

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

Project Manager Contact Information:		CALL (800) 424-5555	
Manager:	Jim Lengel	2 BUSINESS DAYS BEFORE YOU DIG	
Cell Phone:	425-449-9954	THIS SKETCH NOT TO BE RELIED UPON FOR EXACT LOCATION OF EXISTING FACILITIES	
E-Mail:	James.Lengel@pse.com		
Developer Locates Req'd		Yes	
PSE Locates Req'd		Yes	
Outages Req'd		Yes	
Flagging Req'd		Yes	
REAL ESTATE/EASEMENT		PERMIT	
RECD		CITY OF Tumwater	
3		FUNCTION	CONTACT
2		PROJECT MGR	J.Lengel
1		ENGR - POWER	M.Taylor
REV#	DATE	BY	DESCRIPTION
1/4 SEC	Thurston	Emer Sect	Gas Wk Ctr
SE1/4, Sect 34, T14S, R22W		OP MAP	PLAT MAP
U-MAP N1/4 POWER	1802W136	1702W098	1802W136
UTILITIES		CONTACT	
PHONE#			
PSE		PUGET SOUND ENERGY	
DESIGNED BY PSE		PI - RAB @ Capitol Blvd & Trospers Rd	
		PI - Relocate OH & UG Facilities	
		Trospers Rd SW & Capitol Blvd	
INCIDENT		MAOP	
Gas Order		Elect Order	
SCALE		PAGE	
AS NOTED		01/05	

101138117

AUD



POLE RETIREMENT TABLE

Wk Loc	Pole Data				Pole		TEMP TRANSFERS				ST. LIGHT TRANSFERS		
	Grid #	Length	Class	Year	TOPPED	RMVD	TEL	TV	FIBER	TRAN	RMVD	ID NUMBER	
IL1	561712-139912											St/Ltg	
IL2	561699-139931											St/Ltg	
IL3	561693-139926											St/Ltg	
IL4	561689-139926											St/Ltg	
P02	561670-139932		CL										
P03	561678-139937		CL										
P04	561684-139928		CL										
P05	561686-139934		CL										
P06	561719-139925		CL										
P07	561629-139888		CL										

SITE PLAN
SCALE: 1" = 50'

SITE SPECIFIC NOTES

AT IP1

LOCATE 4" CONDUIT CONTAINING CABLE #s A0-20073, B0-20074 & C0-20075
PULL BACK FROM (J01) AND REDIRECT INTO (J05)
LOCATE AND REDIRECT (2) SPARE 4" CONDUITS INTO (J05)

AT IP2

LOCATE AND 6" CONDUIT CONTAINING CABLE #s A0-21386, B0-21387 & C0-21388
LOCATE AND 4" CONDUIT CONTAINING CABLE #s A0-20579, B0-20580 & C0-20581
LOCATE AND REDIRECT 6" CONDUIT & CABLES INTO (SW2)

AT IP3

LOCATE 4" CONDUIT CONTAINING CABLE #s A0-20073, B0-20074 & C0-20075
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_)
REMOV 3Ø OH 336.4 ACSR LINE (N)
REMOV SGL Ø FG ARM MOUNTED DE (W)

AT P02

GRID # 561670-139932 __' CL_ (19_)
REMOV ALL DIST HARDWARE
REMOV __' CL_ (19_) POLE

AT P03

GRID # 561678-139937 __' CL_ (19_)
REMOV OH SEC NW
REMOV EXIST 600A TERM SW # O487

AT P04

GRID # 561684-139928 __' CL_ (19_)
REMOV ALL DIST HARDWARE
REMOV __' CL_ (19_) POLE
REMOV ANCH & CUT 1' BELOW FINAL GRADE

AT P05

GRID # 561686-139934 __' CL_ (19_)
REMOV ALL DIST HARDWARE
REMOV __' CL_ (19_) POLE
CUT ANCH 1' BELOW FINAL GRADE

AT P06

GRID # 561719-139925 __' CL_ (19_)
REMOV OH DIST FACILITIES
CUT ANCH 1' BELOW FINAL GRADE

AT P07

GRID # 561629-139888 __' CL_ (19_)
REMOV ALL DIST HARDWARE
REMOV __' CL_ (19_) POLE
REMOV ANCH & CUT 12" BELOW FINAL GRADE

AT P08

GRID # 561625-139888 __' CL_ (19_)
REMOV DES (N & S)
REMOV C/Os (S) O8531

AT P09

GRID # 561605-139887 __' CL_ (19_)
EXIST POLE TO REMAIN

AT P10

GRID # 561594-139887 __' CL_ (19_)
EXIST POLE TO REMAIN

AT P11

GRID # 561735-139922 __' CL_ (19_)
EXIST POLE TO REMAIN

SITE SPECIFIC NOTES - Continued:

AT J01

CUT ELBOWS FROM CABLE #s A0-20073, B0-20074 & C0-20075
NOTE: CABLES WILL BE PULLED BACK TO (IP3) AND REDIRECTED INTO (J06).
ALL OTHER CABLES WILL BE REMOVED.
REMOV ALL DIST HARDWARE & VAULT

AT J02

CUT ELBOWS FROM CABLE #s A0-23569, B0-23570 & C0-23571
NOTE: CABLES WILL NOW TERMINATE IN (J03) SEE Pg 03
REMOV ALL DIST HARDWARE & VAULT

AT J04

GRID # 561701-139932
REMOV

AT V02

GRID # 561702-139933
REMOV

AT V05

GRID # 561702-139933
TOTAL UG XFMR TO REMAIN

AT SW1

GRID # 561693-139934
REMOV ALL TERMS AND CUT CABLE AT EDGE OF VAULT
NOTE: CABLE #s A0-21386, B0-21387 & C0-21388 WILL BE PULLED BACK TO (IP2) AND REDIRECTED INTO SW2. ALL OTHER CABLES WILL BE REMOVED.
REMOV EXIST SWITCH AND VAULT

2-44xo

OH WIRE REMOVAL TABLE

Work Location		Wire Size & Type	Quantity	Length (per conductor)	Remarks
From	To				
P01	P02	PRI & NEUT - #2 ACSR	(1)	85	
P01	P03	PRI - #2 ACSR	(3)	145	
P01	P03	NEUT - #4 ACSR	(1)	145	
P02	P04	PRI - #2 ACSR	(3)	145	
P02	P04	NEUT - #4 ACSR	(1)	145	
P07	P08	PRI & NEUT - #2 ACSR	(2)	55	
P03	P04	SEC - OH TPLX	(1)	100	
P06	P11	PRI - 336.4 ACSR	(3)	165	
P06	P11	NEUT - #4 ACSR	(1)	165	

UG CABLE REMOVAL TABLE

Work Location		Wire Size & Type	Quantity	Length (per conductor)	Remarks
From	To				
J01	V01	1/0 AL JACKETED	(3)	60	
J01	J02	1/0 AL JACKETED	(3)	345	
J02	J04	1/0 AL JACKETED	(3)	115	
J04	V02	1/0 AL JACKETED	(3)	30	

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)

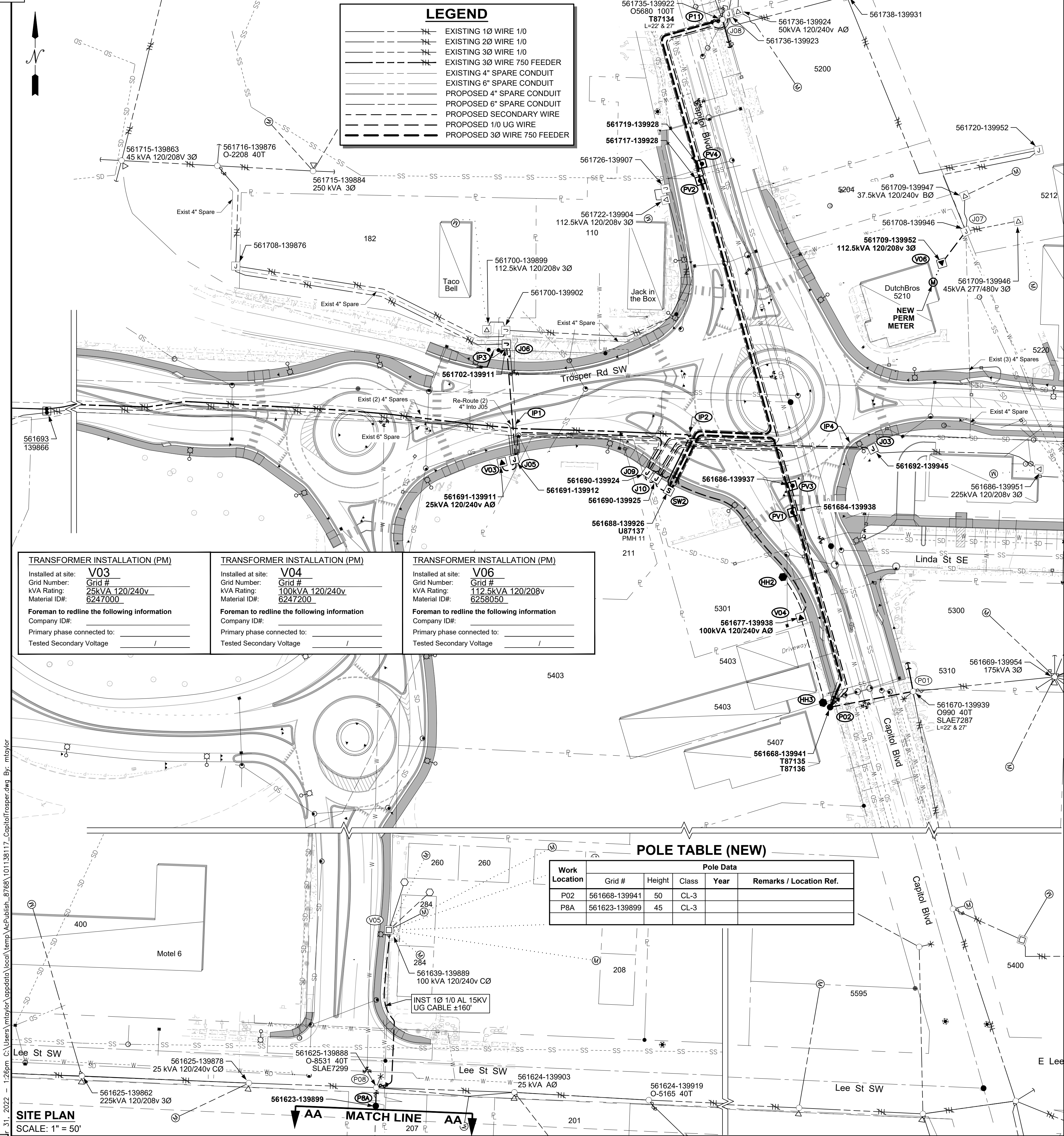
CALL (800) 424-5555

2 BUSINESS DAYS BEFORE YOU DIG

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

REAL ESTATE/EASEMENT		PERMIT	
RECD		City of Tumwater	
3		FUNCTION	CONTACT
2		PROJECT MGR	J.Lengel
1		ENGR - POWER	M.Taylor
REV#	DATE	BY	DESCRIPTION
1			ENGR - GAS
COUNTY	Emer Sect	Gas Wk Ctr	POWER WK CTR
1/4 SEC	Thurston	OP MAP	PLAT MAP
SE1/4, Sect 34, T4S, R12W			CHECKED BY
U-MAP NO. 1802W136		OH OKT MAP	UG OKT MAP
		1802W136	CIRCUIT NO
			BAR-17
			MAPPING
JOINT FACILITIES ARRANGEMENTS			
UTILITIES CONTACT PHONE#			
PSE		PUGET SOUND ENERGY	
DESIGNED BY PSE		PI - RAB @ Capitol Blvd & Trospen Rd	
		PI - Relocate OH & UG Facilities	
		Trospen Rd SW & Capitol Blvd	
		Removal Plan And Notes	
INCIDENT		MAOP	
Gas Order		Elect Order	
SCALE		PAGE	
AS NOTED		02/05	

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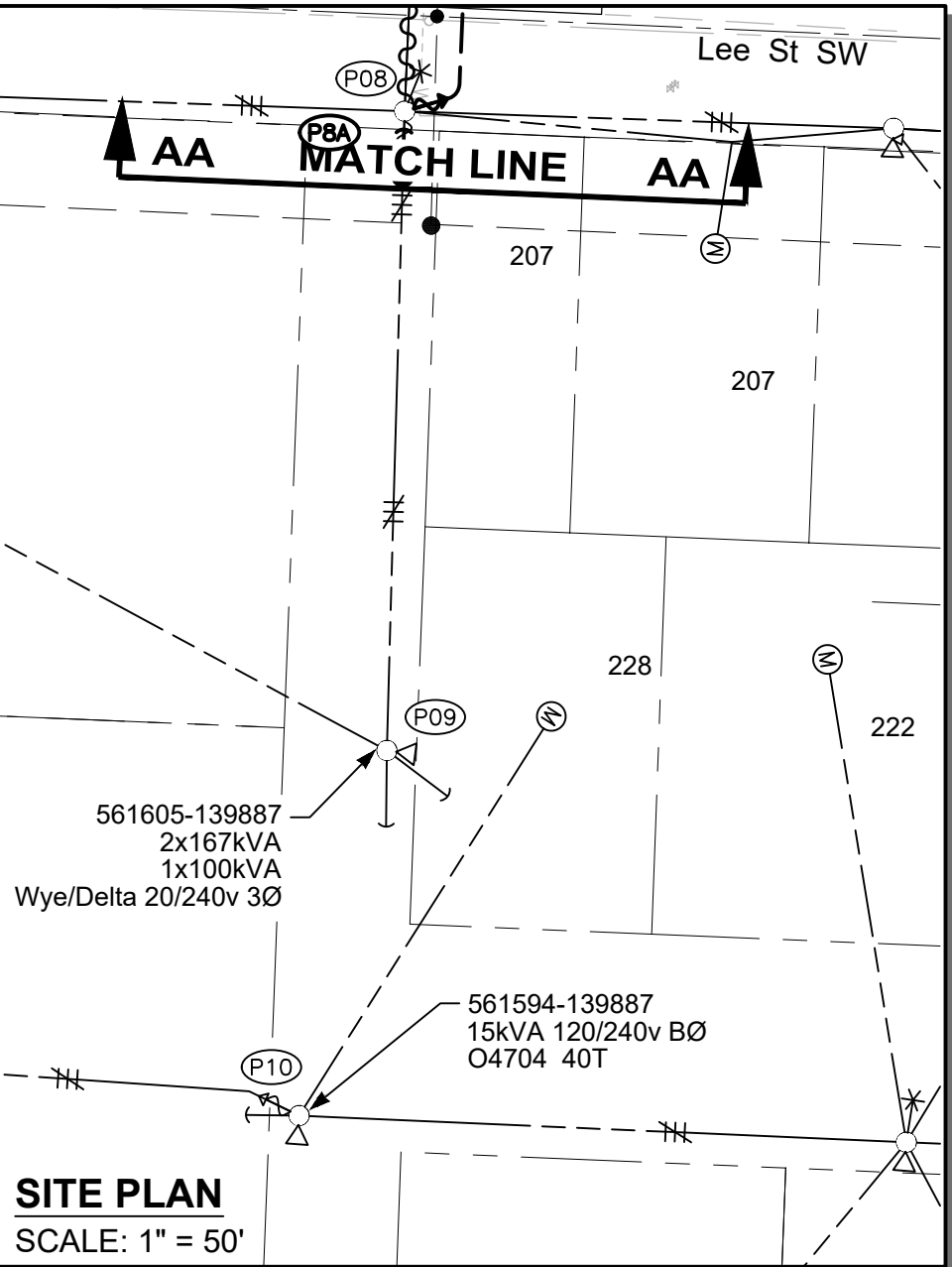
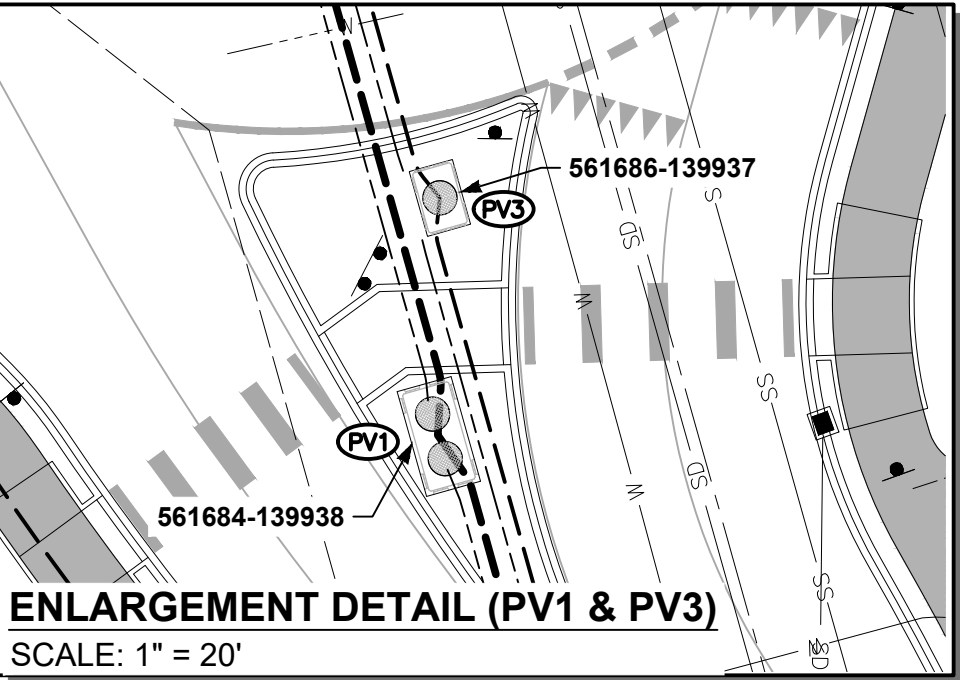


SITE SPECIFIC NOTES:

- 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 A0-20073, B0-20074 & C0-20075
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
- AT PV1**
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



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

REAL ESTATE/EASEMENT RECD City of Tumwater

REV#	DATE	BY	DESCRIPTION	FUNCTION	CONTACT	PHONE NO	DATE
3				PROJECT MGR	J.Lengel	425-449-9954	07/06/21
2				ENGR - POWER	M.Taylor	85-5970	07/06/21
1				ENGR - GAS			

1/4 SEC Emer Sect Gas Wk Ctr POWER WK CTR PLAT MAP OSTHLE

SE 1/4, Sect 34, T14S, R02W OH OKT MAP UG OKT MAP CIRCUIT NO

U-MAP NOT POWER 1802W136 1702W088 1802W136 BAR-17

JOINT FACILITIES ARRANGEMENTS

UTILITIES CONTACT PHONE#

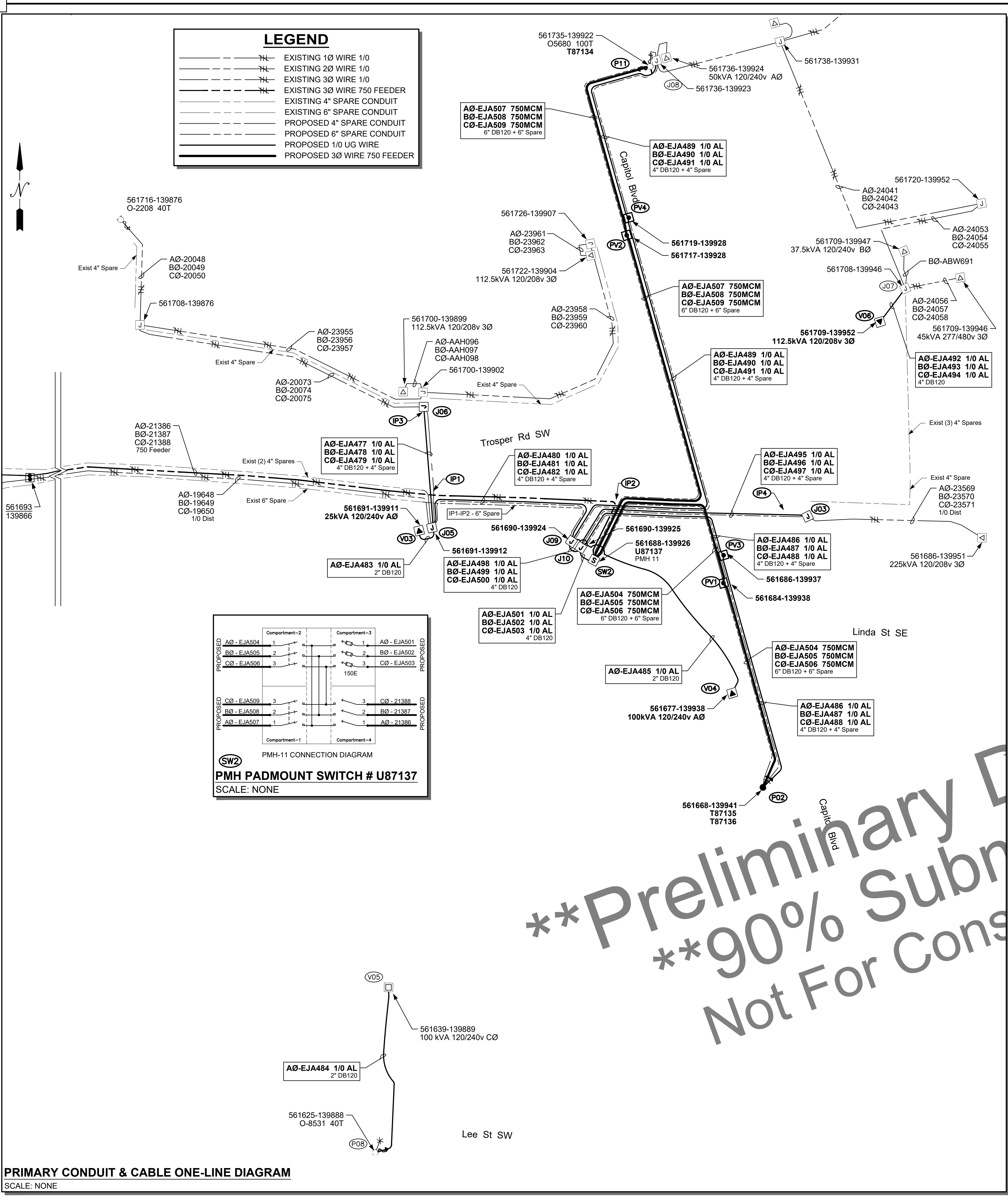
DESIGNED BY PSE

PUGET SOUND ENERGY

PI - RAB @ Capitol Blvd & Trospen Rd
PI - Relocate OH & UG Facilities
Trospen Rd SW & Capitol Blvd
Construction Plan & Notes

INCIDENT	MAOP
Gas Order	Elect Order

SCALE AS NOTED **PAGE** 03/05



PRIMARY CABLE & CONDUIT TABLE

LOCATION		CONDUIT									PRIMARY CABLE									ASBUILT INFORMATION	
		SIZE	Qty	Design Length (ft)	BENDS				PULL (lbs)	PULL Rev (lbs)	Cable Size	Design Length (ft)	Total Actual Cable (ft)	Cable Numbers			Please Record			Foreman - Complete	
					90°	45°	22°	11°						A	B	C	Manufacturer	Compound	Year		Actual Amount Installed (Conduit & Cable)
FROM	TO	(in)																			
J05	J06	4"	2	110	0	1	0	0	154.7	159.6	1/0 UG	130		EJA477	EJA478	EJA479					
J05	J09	4"	2	200	1	1	0	0	212.6	207.1	1/0 UG	220		EJA480	EJA481	EJA482					
J05	V03	2"	1	27	2	0	0	0	66	66	1/0 UG	47		EJA483							
P08	V05	2"	1	159	1	2	0	0	83.5	78.8	1/0 UG	179		EJA484							
J09	V04	2"	1	218	2	1	0	0	108.4	123.9	1/0 UG	238		EJA485							
P02	PV3	4"	2	220	2	0	0	0	217.7	232.6	1/0 UG	240		EJA486	EJA487	EJA488					
PV3	J10	4"	2	170	2	0	1	1	332	321.4	1/0 UG	190		EJA486	EJA487	EJA488					
J09	PV4	4"	2	410	2	0	1	1	529	447.4	1/0 UG	430		EJA489	EJA490	EJA491					
PV4	J08	4"	2	190	2	0	1	0	418.2	524.6	1/0 UG	210		EJA489	EJA490	EJA491					
J07	V06	4"	2	40	1	0	0	0	145.1	150.9	1/0 UG	60		EJA492	EJA493	EJA494					
J10	J03	4"	2	221	1	0	0	2	263	238.6	1/0 UG	241		EJA495	EJA496	EJA497					
J10	J09	4"	1	19	0	0	0	0	230.4	230.4	1/0 UG	39		EJA498	EJA499	EJA500					
SW2	J10	4"	1	20	1	1	0	0	149	149	1/0 UG	40		EJA501	EJA502	EJA503					
P02	PV1	6"	2	190	0	0	0	2	519.2	515.1	750 UG	210		EJA504	EJA505	EJA506					
PV1	SW2	6"	2	200	2	1	0	1	866.7	853.7	750 UG	220		EJA504	EJA505	EJA506					
SW2	PV2	6"	2	370	2	0	0	2	1112.1	1446.8	750 UG	390		EJA507	EJA508	EJA509					
PV2	P11	6"	2	200	1	0	0	0	686.1	634.4	750 UG	220		EJA507	EJA508	EJA509					
IP1	IP2	6"	1	170																	

				90°	45°	22°	11°	BellEnds
Total:	2"		404	5	3	0	0	18
Total:	4"		3,161	12	3	3	4	70
Total:	6"		2,090	5	1	0	5	18

Total:	1/0	5,864
Total:	750	3,120

VAULT & EQUIPMENT TABLE

SITE	GRID NUMBER	VAULT SIZE & COVER	TYPE & SIZE EQUIPMENT IN VAULT	PRIMARY BUSHINGS		TRANSFORMER ID NUMBERS (Company ID)	ASBUILT INFORMATION Foreman-Complete
				LB	DC		
J03	561692-139945	JBOX15L (5'x7'x6')	(3) 200A J-BOX MID 7625900	3			
J05	561691-139912	JBOX15L (5'x7'x6')	(3) 200A J-BOX MID 7625900	7	5		
J06	561702-139911	JBOX15L (5'x7'x6')	(3) 200A J-BOX MID 7625900	7	5		
J09	561690-139924	JBOX15L (5'x7'x6')	(3) 200A J-BOX MID 7625900	7	5		
J10	561690-139925	JBOX15L (5'x7'x6')	(3) 200A J-BOX MID 7625900	7	5		
V03	561691-139911	36"x 42"x 38" Smt Unistrut MP HH MID 7663001	25kVA 120/240v MID 6247000	1	1		
V04	561677-139938	48"x 48"x 38" Lrg Unistrut MP HH MID 7663002	100kVA 120/240v MID 6247200	1	1		
V06	561709-139952	48"x 48"x 38" Lrg Unistrut MP HH MID 7663002	150kVA 120/208v MID 8258100	1	1		
PV1	561688-139937	64"x11'10"x7'8" Vault MID 7906800 HD Frame & Cover 42" MH MID 9995596 (2) 6" & 12" Ring Risers	(3) 750 Splices Std 6041.2000_SPL750	-	-		
PV2	561717-139928	64"x11'10"x7'6" Vault MID 7906800 HD Frame & Cover 42" MH MID 9995596 (2) 6" & 12" Ring Risers	(3) 750 Splices Std 6041.2000_SPL750	-	-		
PV3	561684-139938	48"x7'x7" Vault MID 9996930 HD Frame & Cover 42" MH MID 9995596 (2) 6" & 12" Ring Risers	(3) 1/0 Splices Std 6041.2000_SPL10J	-	-		
PV4	561719-139928	48"x7'x7" Vault MID 9996930 HD Frame & Cover 42" MH MID 9995596 (2) 6" & 12" Ring Risers	(3) 1/0 Splices Std 6041.2000_SPL10J	-	-		
SW2 U87137	561688-139926	S106 Switch Vault & Cover MID 7906902	PMH11 PM Switch Gear MID 7833800 1 Pos. 200A & 3 Pos. 600A Fuse 150E MID 3285200				

	LoadBreak Elbows	Dust Covers
Totals :	34	23

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

CALL (800) 424-5555

2 BUSINESS DAYS BEFORE YOU DIG

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

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

REAL ESTATE/EASEMENT	PERMIT						
City of Tumwater							
3				FUNCTION	CONTACT	PHONE NO	DATE
2				PROJECT MGR	J.Lengel	425-449-9954	07/06/21
1				ENGR - POWER	M.Taylor	85-5970	07/06/21
REV#	DATE	BY	DESCRIPTION	ENGR - GAS			
COUNTY	Thurston	Emer Sect	Gas Wk Ctr	POWER WK CTR	M.Taylor	85-5970	07/06/21
1/4 SEC	SE1/4, Sect 34, T4S, R2W	OP MAP	PLAT MAP	CHECKED BY			
U-MAP NO	1802W136	OH OKT MAP	UG OKT MAP	FOREMAN #1			
		1702W088	1802W136	FOREMAN #2			
				MAPPING			
JOINT FACILITIES ARRANGEMENTS							
UTILITIES CONTACT							
PHONE#							
PSE	PI - RAB @ Capitol Blvd & Trosper Rd						
DESIGNED BY PSE	N/API - Relocate OH & UG Facilities						
	Trosper Rd SW & Capitol Blvd						
	Cable & Conduit Plan And MiscTables						
INCIDENT	MAOP						
Gas Order	Elect Order						
SCALE	PAGE						
AS NOTED	04/05						

PRIMARY CONDUIT & CABLE ONE-LINE DIAGRAM

SCALE: NONE



 PSE PUGET SOUND ENERGY DESIGNED BY PSE	PI - RAB @ Capitol Blvd & Trospser Rd PI - Relocate OH & UG Facilities Trospser Rd SW & Capitol Blvd Misc Details		AUD	INCIDENT	MAOP
				Gas Order	Elect Order 101138117
				SCALE	PAGE
			AS NOTED	05/05	

TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: June 21, 2022
SUBJECT: Contract Extension for the Thurston County Office of Public Defense

1) Recommended Action:

Staff requests that Council make a motion to authorize the Mayor to sign the contract extension with the Thurston County Office of Public Defense.

2) Background:

In 2012 the City of Tumwater City Council decided to get out of the court business and contract with Thurston County for court services. In 2013 the City entered into an interlocal agreement with Thurston County's Office of Assigned Council, now referred to as Thurston County Public Defense (TCPD), to provide indigent defense legal services. A supplemental agreement for services was also approved in 2013 detailing the services to be provide and the cost of those services. That agreement was renewed in 2018, again in 2020, and is up for renewal again for services in 2023-2024.

3) Policy Support:

Refine and sustain a great organization: be fiscally responsible and develop sustainable financial strategies.

Provide and sustain quality public safety services.

4) Alternatives:

- ☐ Authorize the Mayor to sign the contract.
 - ☐ Don't authorize the Mayor to sign the contract.
-

5) Fiscal Notes:

The total cost for the two year agreement is \$479,356 and covers 2023 and 2024. It is \$66,944 lower than the previous agreement. For comparison, the 2021-2022 agreement was \$546,300, and the 2019-2020 agreement was \$608,700.

TCPD staff credits the decline in cost to the effects of the COVID-19 pandemic which has delayed jury trials and resulted in more settlement agreements. With a backlog of cases, and the courts still following pandemic protocols, they expect this to continue through 2024.

6) Attachments:

A. Attachment A – Contract extension

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF TUMWATER AND
THURSTON COUNTY FOR INDIGENT DEFENSE LEGAL SERVICES**

AMENDMENT NO. 3

This Third Amendment for Indigent Defense Legal Services ("Amendment") is entered into this _____ day of _____, 2022 by and between the City of Tumwater, herein referred to as the "City," and Thurston County, herein referred to as the "County".

WHEREAS, the City and the County entered into an Interlocal Agreement pursuant to RCW 39.34 on June 4, 2013, whereby the County, through its office of Assigned Counsel (OAC), now referred to as Thurston County Public Defense ("TCPD") agreed to provide indigent defense legal services ("Agreement"); and

WHEREAS, a supplement to the Agreement was entered into on June 4, 2013 to address transition services between July 1, 2013 and August 1, 2013 and it has now expired; and

WHEREAS, a first amendment was entered into on October 18, 2018 extending the terms and amounts of the original Interlocal Agreement and supplement from December 31, 2018 to December 31, 2020; and

WHEREAS, a second amendment was entered into on November 3, 2020 extending the terms and amounts of the original Interlocal Agreement and supplement from December 31, 2020 to December 31, 2022; and

WHEREAS, Section 10 of the original Inter local Agreement provides that the Agreement may only be amended by written agreement signed by the parties; and

WHEREAS, the parties recognize that Court activity has been hampered by the NOVEL CORONA VIRUS COVID-19 and has slowed to such a degree that the actual caseload per assigned attorney has declined to such a degree that temporarily the number of assigned attorney should be one and not two; and

WHEREAS, the parties also recognize that, once COVID-19 restrictions have been lifted or mitigated, the case back log and continuous flow of cases is likely to warrant an up-staffing to two assigned attorneys; and

WHEREAS, this agreement is intended to allow for this flexibility over the two-year period at the discretion of the TCPD and within the not-to-exceed amounts of this agreement; and

WHEREAS, the City and the County desire to amend the Agreement, supplement and subsequent amendments to continue the services described in the Agreement by extending the term of the Agreement, and changing the compensation paid to TCPD.

NOW, THEREFORE, the parties agree that their agreement executed on June 4, 2013, as supplemented and amended, shall be amended as follows:

See next page

Third Amendment to Interlocal Agreement for Indigent Defense Legal Services - Page 1 of 3

1. SECTION 3B Compensation for Services shall be replaced by:

B. The City shall pay TCPD for work performed under this Agreement a total sum not to exceed **Four Hundred and Seventy-nine Thousand Three Hundred and Fifty-six no/100 Dollars (\$479,356.00)** for the two-year period of this agreement as follows:

1. The City shall pay TCPD the actual cost of TCPD personnel assigned to Tumwater cases or obtained for overage cases through outside counsel not to exceed **Four Hundred and Forty-nine Thousand Three Hundred and Fifty-six and no/100 Dollars (\$449,356.00)** including **ten and three quarters percent (10.75%)** for indirect cost for both years of this agreement.

2. The City shall also pay TCPD the actual costs of travel, professional services, and extraordinary compensation not to exceed **Fifteen Thousand and no/100 Dollars (\$15,000.00)**, for cases' non-routine expenditures, lay witness fees, mileage and other travel costs for both years of this agreement.

3. The City shall also pay TCPD the actual cost for conflict counsel not to exceed **Fifteen Thousand and no/100 Dollars (\$15,000.00)** for both years of this agreement.

2. SECTION 4A Term and Termination shall be amended as follows:

This Agreement shall commence January 1, 2023 and shall be completed no later than December 31, 2024.

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3. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

Thurston County
2000 Lakeridge Drive SW.
Olympia, WA 98512

Debbie Sullivan, Mayor

Date: _____

Signature

Printed Name: _____

Title: _____

Date: _____

ATTEST:

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Clerk of the Board

APPROVED AS TO FORM:
Jon Tumheim, Prosecuting Attorney

By Deputy Prosecutor

TO: City Council
FROM: Jon Weiks, Chief of Police
DATE: June 21, 2022
SUBJECT: First Amendment to Intergovernmental Agreement for Law Enforcement Records Management System (LERMS)

1) Recommended Action:

Authorization for the Mayor to approve and sign in substantially similar form as approved by the City Attorney the 1st Amendment to the LERMS Agreement.

2) Background:

In 2009 the cities of Lacey, Olympia, Tenino, Tumwater and Yelm entered into an Intergovernmental Agreement forming the Thurston County Law Enforcement Records Management System (TCLERMS) consortium. The jurisdictions share a single records management system to manage law enforcement records. TCLERMS is currently in the process of updating and replacing the records management system. The Thurston County Sheriff's Office has requested to join TCLERMS in order to participate in the new updated records management system. This amendment will officially add the Sheriff's Office to the consortium.

3) Policy Support:

2021-2022 Strategic Priority: *"Provide and Sustain Quality Public Safety Services"*

4) Alternatives:

TCLERMS would continue to operate without TCSO as a partner.

5) Fiscal Notes:

The addition of TCSO, based on the TCLERMS funding structure, will reduce our cost share from 17.21% to approximately 8.7%.

6) Attachments:

- A. Intergovernmental Agreement for Law Enforcement Records Management System
- B. First Amendment to Intergovernmental Agreement for Law Enforcement Records Management System

ORIGINAL

16101

**INTERGOVERNMENTAL AGREEMENT FOR
LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM**

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, permits local governments to work together to manage criminal justice data on a regional basis; and

WHEREAS, it is in the best interest of the citizens of Thurston County for law and justice agencies in the County to cooperate and coordinate in the management of criminal justice data; and

WHEREAS, a regional approach to criminal justice data management promotes effective law enforcement, reduces cost and increases operational efficiencies; and

WHEREAS, this Agreement is made and entered into among the City of Lacey; City of Olympia; City of Tenino; City of Tumwater; and City of Yelm, hereinafter referred to as "the Parties," to provide a regional mechanism to manage law enforcement records.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

I. BACKGROUND AND PURPOSE

The cities of Lacey, Olympia, Tenino, Tumwater, and Yelm have aligned to implement, manage and maintain a regional Records Management System (the "System"). Achieving accurate and timely data sharing among the Member Agencies through a regional System is critical to providing excellent law enforcement services to the Cities' community members, residents and visitors. The purpose of this Agreement is to define the components related to the administration, as well as the financial arrangements of the System.

II. PARTICIPATING AGENCIES

A. Member Agencies - The participating police agencies operated by the Parties to this Agreement (the "Member Agencies") shall design, develop, manage, and administer the System on behalf of the Parties. The Member Agencies share in the initial capital cost of the System and are full voting members on the Executive Board, as set forth in Section IV.B herein. The original Member Agencies are:

1. The City of Lacey Police Department;
2. The City of Olympia Police Department;
3. The City of Tenino Police Department;
4. The City of Tumwater Police Department;
5. The City of Yelm Police Department.

B. Subscriber Agencies – Other criminal justice agencies may be granted access to specific features of the System for a fee or other valuable consideration. Such agencies shall be termed “Subscriber Agencies.” All subscriber agencies shall be admitted subsequent to the signing of this Agreement.

C. Additional public safety agencies may be included in the System as Member Agencies or Subscriber Agencies as provided in Section IX of this Agreement.

III. GOALS

A. The overall goal of the System is to share public safety information; increase operational efficiency via a reduction in data entry; and ease the process of accessing information. Additional goals of the System are to:

1. Improve officer and citizen safety;
2. Facilitate coordination and information sharing both internal and external to the participating agencies;
3. Improve crime analysis;
4. Enhance the ability and effectiveness of staff to perform their jobs;
5. Facilitate coordinated crime prevention and reduction;
6. Provide high levels of data security;
7. Provide an open, flexible and reliable technology base for the future;
8. Improve data quality and timeliness;
9. Increase work process efficiency;
10. Provide cost effective/economies of scale for all participating agencies;
11. Ensure quality client service for all participating agencies.

IV. INSTITUTIONAL ARRANGEMENT

A. The following outlines the governance arrangement and structure for managing and maintaining the System. The governance structure is depicted in Figure 1 below:



Figure 1

B. Executive Board - The parties to this Agreement create a joint board, known as the Executive Board, to govern the fiscal and administrative aspects of the System.

1. Composition - The Executive Board consists of the following voting Member Agency Representatives:

- a) The Lacey Chief of Police (or designee);
- b) The Olympia Chief of Police (or designee);
- c) The Tenino/Rainier/Bucoda Chief of Police (or designee);
- d) The Tumwater Chief of Police (or designee);
- e) The Yelm Chief of Police (or designee);
- f) The chief executive officer (or designee) of any future Member Agency.

2. Voting

- a) Each Member Agency representative is entitled to one vote on all System matters.
- b) Responsibilities - The Executive Board is responsible for the following:
 - i. Electing, at the first regular calendar meeting of each year, a member to serve as Chair for the year;

- ii. Making policy decisions related to the System and this Agreement;
- iii. Reviewing and approving the annual budget, capital expenditures and member and subscriber assessments under this Agreement;
- iv. Recommend the acquisition and disposal of personal property, capital equipment and software (including licenses for use thereof) on behalf of the parties to this Agreement;
- v. Oversee contracts on behalf of the parties to this Agreement;
- vi. Oversee service agreements related to the maintenance and operation of technology systems and software related to the Records Management System;
- vii. Selecting the Lead Agency and appointing members to the Users' and Technical Advisory Committees;
- viii. Assuring that the System and the use of any criminal records information contained therein comply with all applicable state, federal and local laws currently in effect, or as may hereafter be amended;
- ix. Establishing rules and regulations necessary to govern access to, security for, and operation of the System; and
- x. Conducting all other official business related to the System and this Agreement not otherwise assigned to the Lead Agency.

3. Meetings – The Executive Board will hold regular and special meetings in the following manner:

- a) The Executive Board will hold regular monthly meetings at times and locations to be determined by the Board.
- b) The Board may schedule special meetings at any time at the request of the Chair or two or more member agencies.
- c) A quorum is required for regular and special meetings. Attendance by a majority of the members of the Board (or their designees) is required for a quorum.
- d) All meetings will be conducted by the Chair (or designee) according to an agenda, which is distributed in advance, and minutes of actions taken will be kept.

e) If an Executive Board member is unable to attend a meeting, the Board member will notify the Board chair of his or her absence in advance of the meeting and send a designee in his or her place who has the knowledge and authority to act on meeting items and business.

4. Non-voting members – The chief executive officers (or designees) of Subscriber Agencies are granted ad hoc, non-voting membership on the Executive Board.

C. Lead Agency – The Executive Board will designate one of its member agencies to serve as the Lead Agency.

1. Responsibilities – The Lead Agency is responsible for the following on behalf of the Executive Board:

- a) Serving as the temporary custodian of property, equipment and software related to the System on behalf of the parties in this Agreement;
- b) Maintaining, on behalf of the parties, contracts, leases, titles, licenses and registrations related to the System on behalf of the parties to this Agreement;
- c) Serving as the parties' fiscal agent for all business functions related to the System on behalf of the parties to this Agreement;
- d) Maintaining and accounting for all funds related to the System separate from the Lead Agency's operating funds;
- e) Providing grant management oversight related to the System on behalf of the Member Agencies;
- f) Coordinating with the Executive Board Chair to set meeting agendas, ensure minutes are taken and provide other administrative duties related to the Executive Board; and
- g) Serving as a liaison between the System Administrator, Vendor and Member Agencies.

2. Term – The Lead Agency serves at the pleasure of the Executive Board under the following terms and conditions:

- a) The standard term of the Lead Agency is three (3) calendar years.
- b) The Lead Agency will be selected among the parties by a majority vote of the Executive Board on or before January 1st of every third year, beginning in the year 2009.

- c) The Lead Agency may be selected to consecutive terms.
- d) The Lead Agency may be changed in the following ways:
 - i. By majority vote of the Executive Board, at the end of a standard three-year term;
 - ii. By majority vote of the Executive Board for a change to take place on January 1st of any calendar year that is not the end of a standard three-year term, provided the incumbent Lead Agency is given no less than ninety (90) days notice.
- e) A party may decline selection as Lead Agency, if providing the services required of the Lead Agency would constitute a hardship.

D. The Users' Committee – A Users' Committee serves as an advisory body to the Executive Board on operational issues related to the System.

1. Composition, Powers and Voting

- a) Each Member and Subscriber Agency will appoint one person to serve as its designated, voting representative to the Users' Committee. Further, the System Administrator will also serve as staff to the Users' Committee.
- b) The Powers of the Users' Committee are specifically limited to:
 - i. Making recommendations to the Executive Board;
 - ii. Deciding group procedural issues; and
 - iii. Identifying operational issues and determining solutions to operational problems.
- c) The Users' Committee is not empowered to commit or expend funds, or make personnel decisions unless otherwise directed by the Executive Board.

2. Responsibilities – The Users' Committee is responsible for the following:

- a) Electing, at the first regular calendar meeting of the year, a member to serve as Chair for the calendar year;
- b) Addressing operational issues related to the System;
- c) Researching and testing new products and making recommendations to the Executive Board;

- d) Advising and assisting the Executive Board with questions or specific advice sought on operational issues related to the System;
- e) Providing input to the proposed budget for each calendar year; and
- f) Engaging in other tasks as may be assigned by the Executive Board.

3. Meetings

- a) The Users' Committee will hold regular and special meetings in the following manner:
 - i. The Users' Committee will hold regular monthly meetings at times and locations to be determined by the Committee;
 - ii. The Committee may schedule special meetings at any time at the request of the Chair or two or more Committee members;
 - iii. A quorum is required for regular and special meetings. Attendance by a majority of the Committee (or their designees) is required for a quorum;
 - iv. Meetings will be conducted by the Chair (or designee) who will set the agenda and distribute it to members of the Committee in advance of each meeting, and minutes of all actions will be kept.

E. The Technical Advisory Committee – A Technical Advisory Committee serves as an advisory group to the Executive Board on technical issues related to the System.

1. Composition, Powers, and Voting

- a) Each Member and Subscriber Agency will appoint one person to serve as its designated, voting representative to the Technical Advisory Committee. One person from the entity with which the Member Agencies contract to manage the System infrastructure will also serve as an ad hoc member of the Technical Advisory Committee. Further, the System Administrator will also serve as staff to the Technical Advisory Committee.
- b) The Powers of the Technical Advisory Committee are specifically limited to:
 - i. Making recommendations to the Executive Board;

ii. Deciding group procedural issues; and

iii. Identifying technical issues and recommending solutions to technical problems.

c) Issues that are regional (i.e. affecting all Member/Subscriber Agencies), affect system operations, require additional funding, or change existing department or regional policies will be raised to the Executive Board prior to recommendations or solutions being implemented.

d) The Technical Advisory Committee is not empowered to commit or expend funds, or make personnel decisions unless otherwise directed by the Executive Board.

2. Responsibilities – The Technical Advisory Committee is responsible for the following:

a) Electing, at the first regular calendar meeting of the year, a member to serve as Chair for the calendar year;

b) Addressing technical issues related to the System;

c) Researching and testing new products and making recommendations to the Executive Board;

d) Advising and assisting the Executive Board with questions or specific advice sought on technical issues related to the System;

e) Providing input to the proposed budget for each calendar year; and

f) Engaging in other tasks as may be assigned by the Executive Board.

3. Meetings – The Technical Advisory Committee will hold regular and special meetings in the following manner:

a) The Technical Advisory Committee will hold regular monthly meetings at times and locations to be determined by the Committee. Meetings shall be scheduled in a manner that permits timely communication with the Executive Board;

b) The Committee may schedule special meetings at any time at the request of the Chair or two or more Committee members;

c) A quorum is required for regular and special meetings. Attendance by a majority members of the Committee (or their designees) is required for a quorum;

d) Meetings will be conducted by the Chair (or designee) who will set the agenda and distribute it to members of the Committee in advance of each meeting, and minutes of all actions will be kept.

V. OPERATION

A. Infrastructure Hosting, Maintenance, and Support

1. System infrastructure includes all servers required for System functionality as determined during System procurement and update processes, as well as the network that allows Member and Subscriber Agency connectivity to the Server (s). It also includes connections from the System servers to designated State of Washington systems, including, but not limited to ACCESS/NCIC/WACIC servers.
2. The Executive Board may employ whatever means it deems necessary to assure the continuous operation of the System, including, but not limited to hiring independent contractors, contracting with an external vendor/agency to provide hosting, operation and maintenance service, or utilizing employees on "loan" from Member Agencies.
3. Infrastructure hosting, maintenance and support responsibilities include the following:
 - a) Ensuring the System network is operational and functioning;
 - b) Supporting the ACCESS/NCIC/WACIC link around the clock;
 - c) Troubleshooting network connectivity issues;
 - d) Participating on the Technical Advisory Committee as an ad hoc member;
 - e) Guaranteeing that appropriate safeguards on the security of the data contained in the System; and
 - f) Abiding by the *System Service Level Agreement* which details performance requirements on behalf of the Network Administrator.

B. System Administration

1. It is agreed that a System Administrator who is knowledgeable in law enforcement operations is necessary to provide application support at the functional level.
2. The Executive Board may structure the System Administrative functions in the manner that it sees fit, including, but not limited to, hiring independent contractors or utilizing employees from Member Agencies. The Executive Board will cause the Lead Agency to enter into a contract with an

organization to provide continuous operation, administration and maintenance services for the System.

3. The System Administrator is responsible for the following:

- a) Application support at the agency level;
- b) Managing code tables, security profiles, and system configuration;
- c) Maintaining and managing System day-to-day operations;
- d) First-level troubleshooting of issues related to application functionality;
- e) Coordinating with System Administrators at each Member and Subscriber Agency;
- f) Working with the vendor on System issues, service, and upgrades;
- g) Participating in the Users' and Technical Advisory Committees; and
- h) Abiding by the *System Service Level Agreement* which details performance requirements on behalf of the Network Administrator.

4. The Executive Board will determine the appropriate compensation structure for the System Administrator each year as part of the budget process. If the System Administrator is "on loan" from a Member Agency, the Member Agencies will compensate the Member Agency from the Law Enforcement Records Management System Fund commensurate with the employee's regular salary.

C. Term - On or before June 30th of each year, the Executive Board will assure that provisions are made for system administration and hosting, operating and maintaining the System for the next calendar year.

VI. FINANCIAL ARRANGEMENT

A. Financial Management

1. The Lead Agency serves as the primary fiscal agent for the parties for matters related to this Agreement. As such, the Lead Agency will manage all funds and conduct business on behalf of the parties for matters related to this Agreement.

2. All monies designated for operation of the System and related business, including but not limited to any regular or special assessments contributed by the parties as set forth below, grant funds received for the parties use hereunder, any public or private donations to the parties and any other

income intended for the conduct of business under this Agreement will be deposited in a special fund.

3. The Law Enforcement Records Management System Fund will be used exclusively for the conduct of business under this Agreement.

4. Monies in the Fund will not be co-mingled with funds from any other source.

B. Budget

1. The Lead Agency, with input from the Users' Committee, Technical Advisory Committee, and System Administrator will prepare a proposed annual budget for consideration by the Executive Board.

2. The proposed budget is submitted to the Executive Board for review on or before June 30th of each year.

3. The Executive Board approves an annual budget for the following calendar year on or before July 31st of each year.

C. Assessments

1. Regular Assessments

a) Each party is assessed a share of the adopted calendar-year budget. This share is the regular assessment.

b) The regular assessment for each party is determined in the following manner:

i. The total population of all Member and Subscriber Agencies is calculated by adding together the current year population estimates for the parties as determined by the Thurston Regional Planning Council and published in the most current edition of The Profile.

ii. The current year population of each Member and Subscriber Agency (based on the most current edition of The Profile) is calculated as a percentage of the total population of the member agencies.

iii. The Member or Subscriber Agency's assessment is computed by multiplying the approved budget, less any funds derived from grants, donations or other sources that are not designated for special uses, by the party's population percentage.

c) Regular assessments are determined during the annual budget process and are approved by the Executive Board as a part of that process.

d) Regular assessments will include a 10% reserve for system, software and hardware upgrades and replacement.

e) Regular assessments are billed by the Lead Agency in December of each year and are due on or before the following January 31st.

2. Special Assessments

a) The Executive Board may authorize the following types of special assessments:

i. Emergency Assessments: To meet unanticipated, mid-year emergency needs when deferral of expenses to the next budget year is not possible and where failing to authorize a special assessment would result in system failure or inability to meet essential service or security standards.

ii. Efficiency Assessments: To take advantage of circumstances that would directly lead to future savings.

iii. Voluntary Project Assessments: To permit one or more of the parties to acquire custom services.

iv. New Member Assessments: To vest new parties in co-ownership of property, equipment and software.

b) Emergency and efficiency assessments in excess of 5% of an agencies' regular assessment (for the year in which the special assessment is to occur) must be authorized by unanimous decision of the members of the Executive Board.

c) Emergency and efficiency assessments in excess of 5% of a regular assessment must be approved by the governing body of each of the agencies.

d) Voluntary project assessments may be authorized at any time by unanimous decisions of the Member Agencies of the Executive Board.

i. Only those parties choosing to participate in the proposed project are subject to voluntary project assessments.

ii. The parties participating in a voluntary project determine the shares each will be assessed and submit the proposed special assessment to the Executive Board for approval.

iii. The parties choosing to participate in a voluntary project are responsible for assuring that they have sufficient funds available to meet the special assessment obligation.

e) New Party Assessments apply only to new parties. The amount of the new party Assessment is determined by the Executive Board based on conditions at the time the new Party applies for Admission to the Agreement.

f) Special Assessments are billed by the Lead Agency, as directed by the Executive Board. Special Assessments are due within thirty (30) days of receipt of an invoice.

3. Grants and Donations

a) The Executive Board may authorize application for and receipt of funds from grants, foundations or private donors. Any grant application will be made in the name of the Lead Agency, on behalf of the parties.

b) The Executive Board may request the Lead Agency to designate a staff member from the Lead Agency to be responsible for assuring management oversight of grants on behalf of the parties.

VII. PROPERTY, EQUIPMENT AND SOFTWARE

A. All property, equipment, software and supplies acquired through the expenditure of the Member and Subscriber Agencies' funds, and all property, equipment, software and supplies donated for use by the Agencies subsequent to the date of the Agreement will be controlled by the Executive Board and remain the exclusive joint property of the parties for as long as this Agreement remains in effect.

B. All property, equipment and supplies loaned to the parties collectively for the purposes of this Agreement at any time by any individual party or other entity will be subject to control by the Executive Board while on loan, but will remain the property of the other entity or party providing the loan.

C. On the termination of this Agreement, the property, equipment, software and monies acquired hereunder will be liquidated and distributed to the parties in proportion to each party's contribution during the term of this Agreement, as determined by the Executive Board.

D. In the event that any party withdraws from this Agreement prior to its termination as provided herein, any property or equipment loaned or contributed

solely by that member will be returned to that party within ninety (90) days following the date of the party's withdrawal.

E. Property, equipment and software not contributed solely by one party for which a title, license or registration is issued will have that title, license or registration issued in the name of the Lead Agency at the time the item is acquired and will be held in trust by the Lead Agency on behalf of all of the parties. Contracts, leases and documents by any other name or designation that legally bind the parties will be issued in the name of the Lead Agency on behalf of the parties at the time the contract, lease or other document is executed. The Lead Agency will manage such contracts, leases and other documents on behalf of the other parties.

F. Property, equipment and software with a value in excess of \$500.00 for which no documentation is issued will be inventoried by the Lead Agency at the time the item is acquired and will be held in trust by the Lead Agency for all of the parties.

VIII. DISPUTE RESOLUTION

A. Mindful of the high cost of litigation, the parties intend to and do hereby establish the following out-of-court alternate dispute resolution procedure. This procedure is to be followed in the event that the Executive Board is not able to resolve any controversy or dispute related to this contract.

B. If a dispute develops between the parties to this contract, the parties will submit to mediation to address any controversy or claim arising out of, or relating to this contract or other changes or addendums to this contract. The parties shall be bound by the terms and conditions as set forth in the settlement agreement that is executed by the parties. All parties shall share the cost of the dispute resolution process equally although personal attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties.

IX. ENTRY AND EXIT MECHANISM

A. Entry Mechanism

1. Additional Subscriber and Member Agencies may be admitted to this Agreement by the Executive Board. The governing board of any new Member Agency must become signatory to this Agreement.
2. The Executive Board shall set new party assessments for new Subscriber and Member Agencies at the time of admission.
3. The Executive Board shall set the New Member Agency regular assessments per the formula detailed in Section V.B.1.
4. The Executive Board shall set new subscriber agency regular assessments at the time the Subscriber Agency joins.

B. Exit Mechanism - Any party to this Agreement may withdraw from the Agreement at the end of any calendar year, provided a notice of intent to withdraw is given to the other parties, in writing, no less than six (6) months prior to the proposed date of withdrawal.

1. Withdrawal from this Agreement will not remove any party from responsibility for financial obligations that were created while a party that remain unpaid at the time of withdrawal, including but not limited to the withdrawing party's share of the current annual or special assessments or the purchase/lease cost of equipment, etc., purchased prior to the party's withdrawal.

2. No compensation of any kind, including refunds of annual or special assessment or distributions that may be realized from the eventual liquidation of property and equipment acquired hereunder, will be returned to any party until termination of this Agreement.

C. Protection of Data - The Executive Board will assure that an agency withdrawing from this Agreement is provided with a true and complete copy, in the software format currently in use by the System, of its law enforcement data contained in the System as of 12:00 p.m. on the day prior to the day of withdrawal.

1. The withdrawing party is responsible for paying the entire cost of producing the final copy of its data.

2. On receiving notice that a party is withdrawing, the Executive Board will direct the Lead Agency to issue an invoice to the withdrawing party for the cost of producing a final copy of the withdrawing party's data.

3. The final copy of a withdrawing party's data will be produced and made available to the withdrawing party on the day of withdrawal or within thirty (30) days of receipt of payment for producing the copy, whichever is later.

X. AMENDMENT OR VARIATION TO THE AGREEMENT

This Agreement may be amended at any time. Amendments will be in writing, and will be in force on approval by the governing bodies of all of the parties and recording with the Thurston County Auditor's Office.

XI. REVIEW PROVISIONS AND/OR SUNSET CLAUSE

A. Termination - This Agreement may be terminated at the end of any calendar year by the Executive Board, provided such action is taken on or before June 30th of the year prior to termination.

B. Duration - This agreement will remain in effect until one of the following occurs:

1. Approval of dissolution by each Member Agency's governing body; and

2. Recording of the dissolution by the Thurston County Auditor's Office.

C. Protection of Data

1. The Executive Board will assure that, at the time of termination of this Agreement, each party is provided with a complete copy of its law enforcement data contained in the System. Such copy will be provided to each party in the software format currently in use by the Lead Agency. Upon termination, final copies of the parties' data will be produced using funds from the Law Enforcement Records Management Fund.
2. The Executive Board will assure that, at the time of termination, a complete and unaltered copy of the data contained in the System at the time of termination is archived. The Lead Agency at the time of termination will, on behalf of the parties, retain said archived copy of data, consistent with the State Archivist's retention schedule for such data. The archive copy of the parties' data will be produced using funds from the Law Enforcement Records Management Fund.

XII. INDEMNITY

Each party to this Agreement will be accountable for its own wrongful and negligent acts or omissions, and for those of its officers, agents or employees to the fullest extent required by law, and will indemnify, defend and hold the other parties harmless from any such liability. In the case of negligence of more than one party, any damages allowed will be levied in proportion to the percentage of negligence attributable to each party and each party will have the right to seek contribution from each of the other parties in proportion to the percentage of negligence attributable to each of the other parties.

XIII. JURISDICTION AND VENUE

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

B. Any action of law, suit in equity or jurisdictional proceedings from the enforcement of this Agreement or any provisions thereof will be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

XIV. SEVERABILITY

A. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular provisions held to be invalid.

B: If it should appear that any provision hereof is in conflict with any statute of the State of Washington, said provision which may conflict there with will be deemed modified to conform to such statutory provision.

XV. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded.


XVI. EFFECTIVE AFTER POSTING

This Agreement shall be effective after signature by all parties and subsequent to being listed by subject on the website of the City of Lacey.

SIGNATURE PAGES


Dated this day and date set opposite the signature of each party.

CITY OF LACEY


BY: 
Greg J. Cioio, City Manager

Date 7-28-08

Approved as to form:


Kenneth R. Ahlf, Lacey City Attorney

CITY OF OLYMPIA

BY: 
Doug Mah, Mayor

Date 7/15/08

Approved as to form:

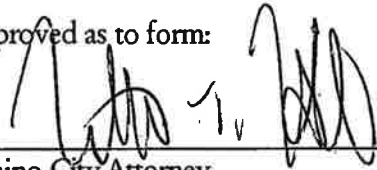

Tom Morrill, Olympia City Attorney

CITY OF TENINO

BY: 
Kenneth A. Jones, Mayor

Date 4.22.09

Approved as to form:


Tenino City Attorney

CITY OF TUMWATER

BY: Ralph Osgood
Ralph Osgood, Mayor

Date 1/2/25/08

Approved as to form:

Karen Kirkpatrick
Karen Kirkpatrick, Tumwater City Attorney

CITY OF YELM

BY: Ron Harding
Ron Harding, Mayor

Date 8/25/08

Approved as to form:

Yelm City Attorney

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM

This First Amendment ("Amendment") is dated effective as of the date of the last signature affixed hereto, and is entered into by and between the cities of Lacey, Olympia, Tenino, Tumwater and Yelm, and Thurston County, collectively referred to herein as "the Parties" and individually as "Party".

A. The Cities of Lacey, Olympia, Tenino, Tumwater, and Yelm entered into an Intergovernmental Agreement for Law Enforcement Records Management System ("Agreement") on April 22, 2009.

B. Section X of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties and recorded with the Thurston County Auditor's Office.

C. In consideration of the mutual benefits and covenants contained herein, the Parties desire to add the Thurston County Sheriff's Office as a Member Agency related to development and administration of the future replacement of the Records Management System, requiring an amendment to the Agreement.

NOW, THEREFORE, the parties agree to the Agreement is amended as follows:

1. PARTICIPATING AGENCIES

Section II.A of the Agreement is amended to read as follows:

A. Member Agencies (currently Central Square/1 Solution "System"): The participating agencies operated by the Parties to this Agreement (the "Member Agencies") shall design, develop, manage, and administer the System on behalf of the Parties. The Member Agencies share in the initial capital cost of the System and are full voting members on the Executive Board, as set forth in Section IV.B herein. The Member Agencies are:

1. The City of Lacey Police Department;
2. The City of Olympia Police Department;
3. The City of Tenino Police Department;
4. The City of Tumwater Police Department;
5. The City of Yelm Police Department;
6. The Thurston County Sheriff's Office (shall be a full voting member for purposes of the future replacement "System" only).

2. INSTITUTIONAL ARRANGEMENT

Section IV.B.2(a) of the Agreement is amended to read as follows:

2. Voting

- a. Each Member Agency representative is entitled to one vote on all System matters. The Thurston County Sheriff (or designee) is restricted to voting only on matters related to any System that replaces the original RMS system, which is CentralSquare.

Section IV.D.1(a) of the Agreement is amended to read as follows:

1. Composition, Powers and Voting

- a. Each Member and Subscriber Agency will appoint one person to serve as its designated, voting representative to the Users' Committee. Further, the System Administrator will also serve as staff to the Users' Committee. The Thurston County Sheriff's Office representative is restricted to voting only on matters related to the future replacement System.

Section IV.E.1(a) of the Agreement is amended to read as follows:

1. Composition, Powers and Voting

- a. Each Member and Subscriber Agency will appoint one person to serve as its designated, voting representative to the Technical Advisory Committee. One person from the entity with which the Member Agencies contract to manage the System infrastructure will also serve as an ad hoc member of the Technical Advisory Committee. Further, the System Administrator will also serve as staff to the Technical Advisory Committee. The Thurston County Sheriff's Office representative is restricted to voting only on matters related to the future replacement System.

3. ENTRY AND EXIT MECHANISM

Section IX.A.2 of the Agreement is amended to read as follows:

- 2. The Executive Board shall set new party assessments for new Subscriber and Member Agencies at the time of admission or, in the case of the Thurston County Sheriff's office, upon incurring costs for the future replacement System.

Section IX.A.3 of the Agreement is amended to read as follows:

3. The Executive Board shall set the New Member Agency regular assessments per the formula detailed in Section VI.C.1.

4. **AMENDMENT or VARIATION TO THE AGREEMENT**

Section X. of the Agreement is amended to read as follows:

This Agreement may be amended at any time. The Agreement, together with any Amendments, must be in writing and shall be posted upon the websites of the parties or other electronically retrievable public source or filed with the Thurston County Auditor's Office as set forth in RCW 39.34.040.

5. **FINANCIAL ARRANGEMENT**

The following language shall be added to Section VI.C. and VI.D. of the Agreement

TCSO will be paying fees, regular and special, that are related to the selection, purchase and maintenance of any replacement RMS.

- The 5 cities of the original ILA executed April 22, 2009 are paying for and can make decisions about everything related to the **current RMS** (CentralSquare) system.
- The 5 cities of the original ILA executed April 22, 2009 plus TCSO will be paying for and can make decisions about everything related to **any new RMS**, including the procurement of a new system.

6. Add a new Section XVII to the Agreement entitled, **RECORDS:**

Each Agency is responsible for maintenance, retention, and response to any records requests under the Public Records Act.

7. Add a new Section XVIII to the Agreement, entitled, **COUNTERPARTS:**

This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

Except as expressly provided in this Amendment, all other terms and conditions of the original Agreement remain in full force and effect.

This Amendment is hereby entered into between the Parties, and it shall take effect on the date of the last authorizing signature affixed hereto:

Dated this day and date set opposite the signature of each party.

CITY OF LACEY

By: _____
Scott Spence, City Manager

Date: _____

Approved as to form:

David Schneider, City Attorney

CITY OF OLYMPIA

By: _____
Steven J. Burney, City Manager

Date: _____

Approved as to form:

Annaliese Harksen, Deputy City Attorney

CITY OF TENINO

By: _____
Wayne Fournier, Mayor

Date: _____

Approved as to form:

Rick Hughes, City Attorney

CITY OF TUMWATER

By: _____
Debbie Sullivan, Mayor

Date: _____

Approved as to form:

Karen Kirkpatrick, City Attorney

CITY OF YELM

By:_____
Joe DePinto, Mayor

Date:_____

Approved as to form:

Brent Dille, City Attorney

COUNTY OF THURSTON

By:_____
Carolina Mejia, County Commissioner

Date:_____

Approved as to form:

Jon Tunheim, County Prosecutor

TO: City Council
 FROM: Mary Heather Ames, Transportation Manager
 DATE: June 21, 2022
 SUBJECT: Interlocal Agreement – Barnes Boulevard and Ridgeview Loop Crossing Improvements

1) Recommended Action:

Staff requests 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. The Agreement was recommended for approval by the Public Works Committee at their June 9, 2022, meeting.

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.

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:

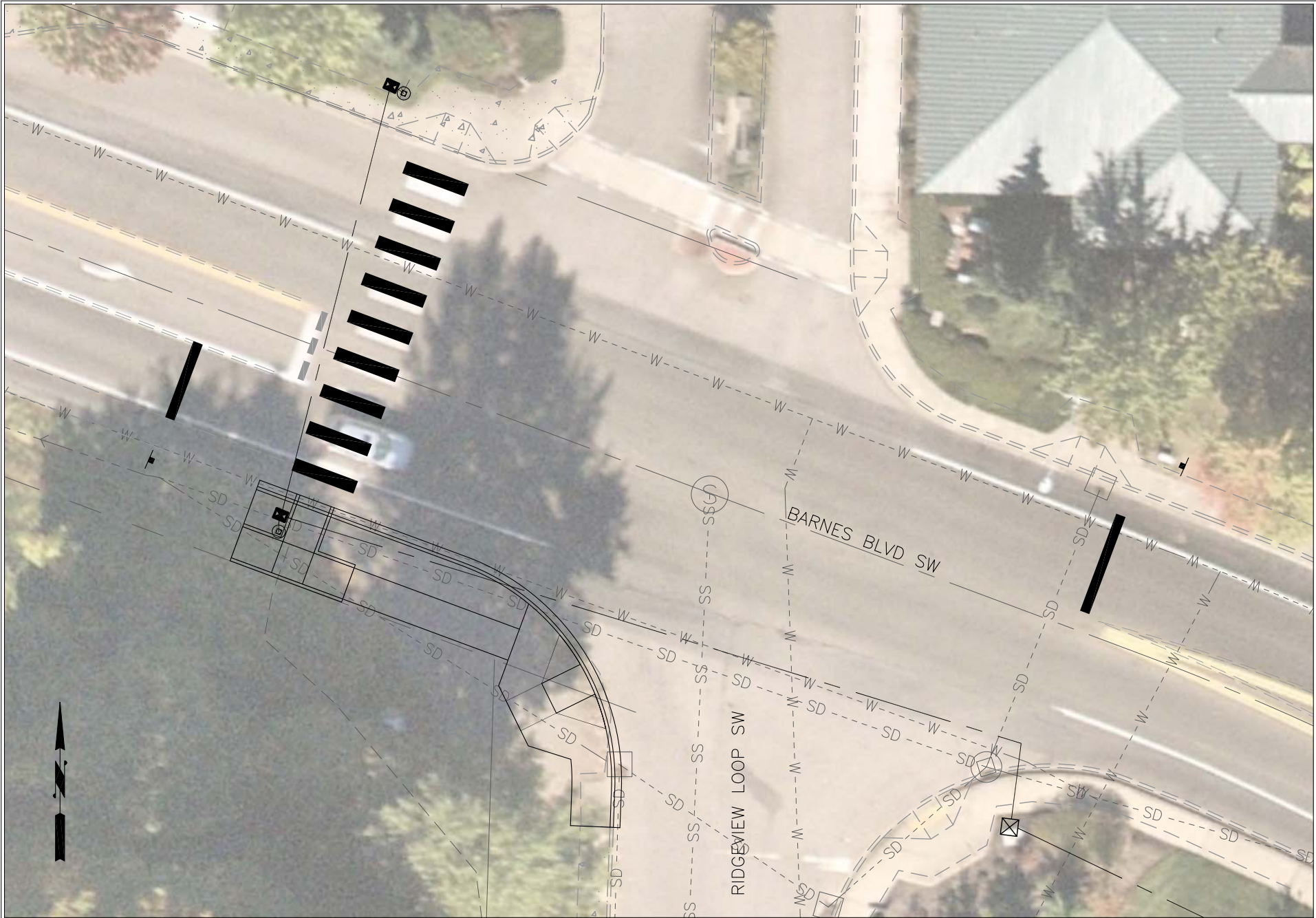
ATTEST:

Melody Valiant, City Clerk

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	
DATE	

DRAWING NUMBER
SHEET OF

TO: Tumwater City Council
FROM: Dave Kangiser, Water Resources Specialist
DATE: June 21, 2022
SUBJECT: Drainage Design and Erosion Control Manual Revisions

1) Recommended Action:

Staff recommends the City Council approve revisions to the Drainage Design Erosion Control Manual (DDECM), effective July 1, 2022. The DDECM revisions were recommended for approval by the Public Works Committee at their June 9, 2022 meeting.

2) Background:

The Department of Ecology is requiring the City to update its DDECM according to Appendix 10 of the National Pollutant Discharge Elimination System (NPDES) Permit. The revised DDECM has gone through a six-week public comment period, which ended on March 5, 2022, and two listening sessions held on May 12, 2022. The recommended revisions comply with the City's NPDES Permit requirement for an updated drainage manual, to be adopted by July 1, 2022.

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.
-

4) Alternatives:

- ☐ None. Revisions 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.
-

5) Fiscal Notes:

None.

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: City Council
FROM: Dan Smith, Water Resources and Sustainability Director
DATE: June 21, 2022
SUBJECT: Pioneer Park Riparian Restoration Service Provider Agreement

1) Recommended Action:

Staff requests City Council authorize the Mayor to sign the Pioneer Park Riparian Restoration Service Provider Agreement, which will allow the City to partner with Stantec Consulting Services to complete a riparian restoration project at Pioneer Park to improve water quality and salmonid health. The Agreement was recommended for approval by the Public Works Committee at their June 9, 2022 meeting.

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.

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.

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 2nd 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 17th 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

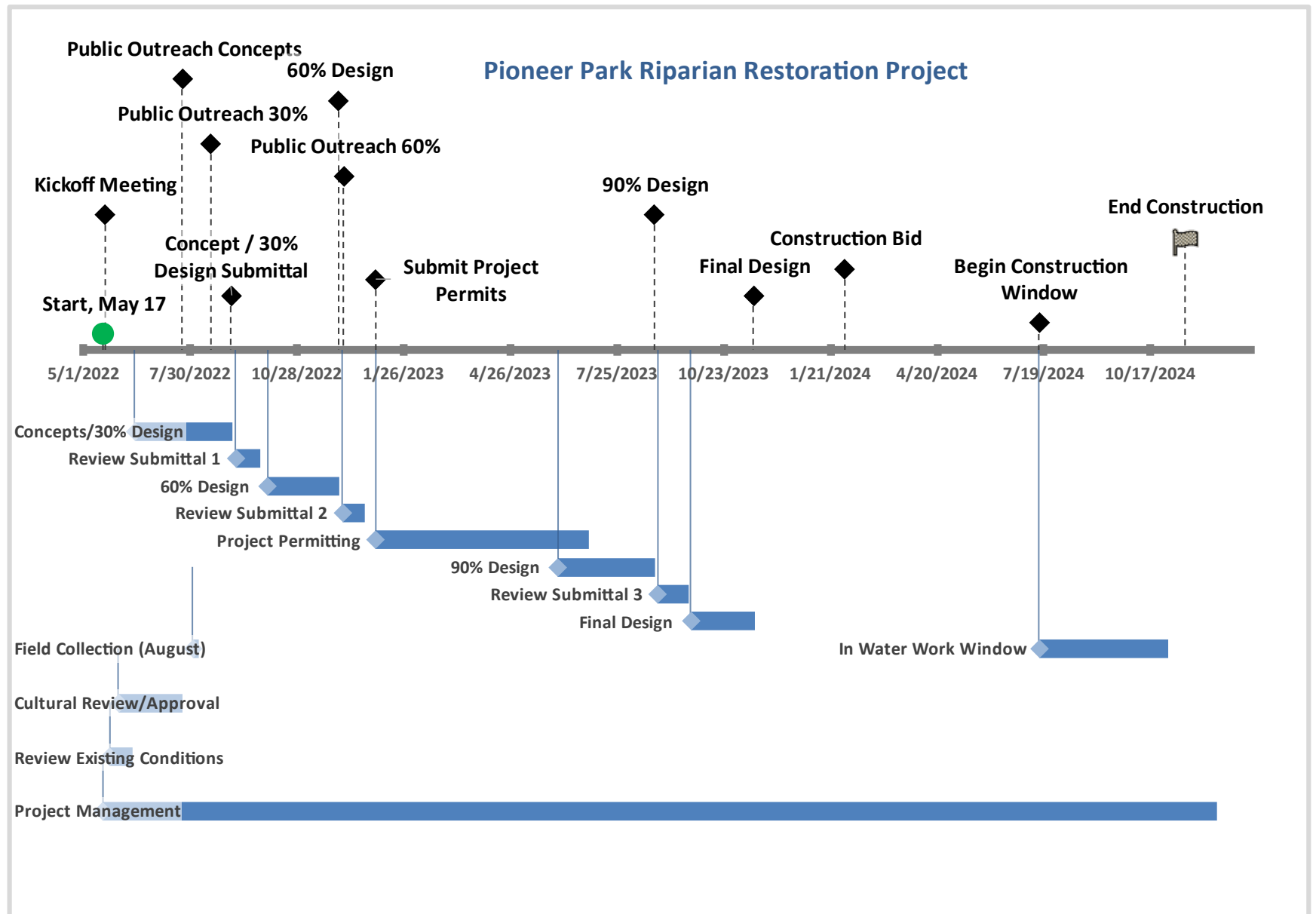
- > Final Construction Plans (signed and stamped by a licensed Washington engineer)
- > Final Technical Specifications (signed and stamped by a licensed Washington engineer)
- > Final Engineer's Cost Estimate
- > Final Design Report
- > Final No-Rise Certification Documentation

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



Stantec Consulting Services Inc.
601 SW Second Avenue, Suite 1400
Portland OR 97204-3128




Stantec Consulting Services Inc.

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

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
Total Project Cost	\$153,744

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: City Council
 FROM: Don Carney, Capital Projects Manager
 DATE: June 21, 2022
 SUBJECT: Tumwater Hill Park Trail - Crosby Connector – Award and Authority to Sign Contract

1) Recommended Action:

Staff recommends the City Council award and authorize the Mayor to sign a public works contract with Black Hills Excavating, of Olympia Washington, in the amount of \$152,120.70, for the Tumwater Hill Park Trail – Crosby Connector project. Authority to award to the lowest responsible bidder was recommended for approval by the Public Works Committee at their January 6, 2022, meeting.

2) Background:

The proposed Crosby Connector is a trail construction project that joins Crosby Road with the existing Tumwater Hill Park trail system. The new trail is approximately 1,200 feet long with several switch backs to navigate around trees and help make the trail not too steep. The trail will be 5 feet wide at the top, with a 14 foot-square crushed rock landing and resting stop constructed approximately half way up the trail.

Bids for the project were opened on Thursday, June 9, 2022. Eight bids were received ranging from \$152,120.70 to \$424,472.00. The Engineer's estimate for the trail connector project was \$197,598.28.

3) Policy Support:

City of Tumwater Strategic Priorities and Goals 2021-2026 has identified the following goals to prioritize pedestrian trail projects:

- B. Build a Community Recognized for Quality, Compassion and Humanity
 - C. Create and Maintain a Transportation System Safe for All Modes of Travel
-

4) Alternatives:

- ☐ Reject the bids and re-advertise.
-

5) Fiscal Notes:

Funding for the project will come from Park Impact Fees.

6) Attachments:

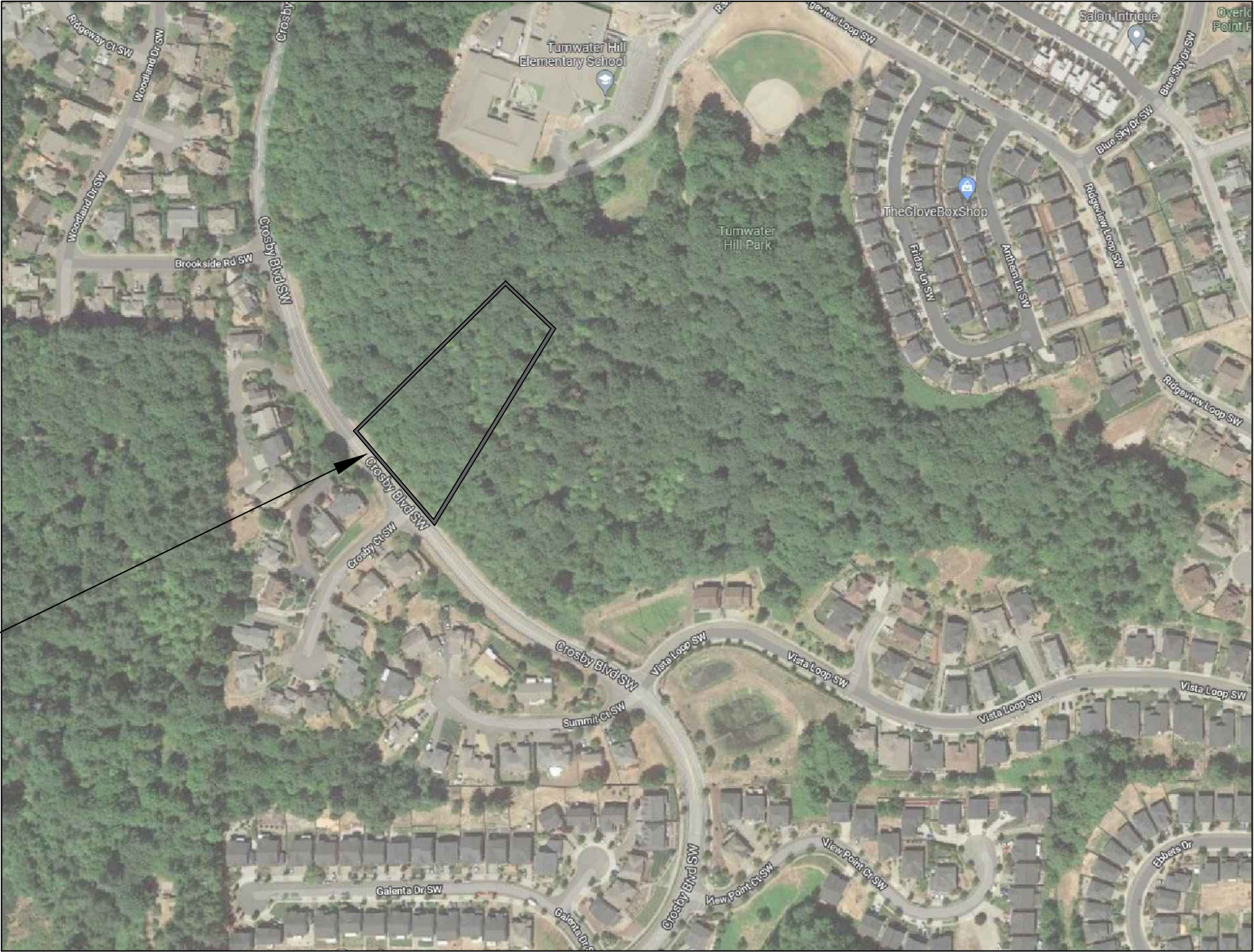
- A. Vicinity Map
- B. Bid Tabulation

TUMWATER HILL PARK TRAIL - CROSBY CONNECTOR

CITY PROJECT No. 2020036
CITY OF TUMWATER
SECTION 27, TOWNSHIP 18N, RANGE 2W., W.M.



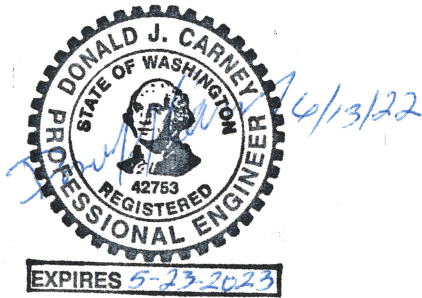
TUMWATER HILL PARK TRAIL
CROSBY CONNECTOR



City of Tumwater Public Works Department Engineering Division 555 Israel Road SW, Tumwater, WA 98501 (360) 754-4140 Voice, 754-4142 Fax		DESIGNED: JQ/DJC
2020036		DRAWN: JQ
DATE		CHECKED: DJC
MAY 2021		APPROVED: WHL
PROJECT	PAGE	
TUMWATER HILL PARK TRAIL CROSBY CONNECTOR	COVER SHEET	
DRAWING NUMBER		
C-1		

BID TABULATION SHEET														Bid Opening		6/9/2022
Tumwater Hill Park Trail - Crosby Connector																
Project No. 2020036																
				<i>Engineer's Estimate</i>		<i>BID #1</i> <i>Black Hills Excavating</i>		<i>BID #2</i> <i>All Seasons Landscaping of M.C.</i>		<i>BID #3</i> <i>HCON Incorporated</i>		<i>BID #4</i> <i>Exo Contracting</i>		<i>BID #5</i> <i>Dodge Excavation LLC</i>		
ITEM	Schedule A	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	Mobilization	1	LS	\$13,500.00	\$13,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$64,411.76	\$64,411.76	\$8,000.00	\$8,000.00	
2	Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	
3	SPCC Plan	1	LS	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$3,400.00	\$3,400.00	\$2,941.18	\$2,941.18	\$4,000.00	\$4,000.00	
4	Project Temporary Traffic Control	1	LS	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$20,000.00	\$20,000.00	\$13,500.00	\$13,500.00	\$5,294.12	\$5,294.12	\$5,500.00	\$5,500.00	
5	Erosion Control and Water Pollution Prevention	1	LS	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00	\$21,500.00	\$21,500.00	\$3,602.94	\$3,602.94	\$16,058.22	\$16,058.22	
6	Clearing and Grubbing	1	LS	\$10,000.00	\$10,000.00	\$32,250.00	\$32,250.00	\$25,000.00	\$25,000.00	\$37,500.00	\$37,500.00	\$9,852.94	\$9,852.94	\$58,000.00	\$58,000.00	
7	Select Borrow	1,600	TON	\$75.00	\$120,000.00	\$30.00	\$48,000.00	\$20.00	\$32,000.00	\$30.00	\$48,000.00	\$32.31	\$51,696.00	\$32.00	\$51,200.00	
8	Crushed Surfacing Top Course	60	TON	\$100.00	\$6,000.00	\$58.00	\$3,480.00	\$200.00	\$12,000.00	\$75.00	\$4,500.00	\$209.55	\$12,573.00	\$28.00	\$1,680.00	
9	8"x8"x6' Long Pressure Treated Timbers	90	EA	\$200.00	\$18,000.00	\$300.00	\$27,000.00	\$355.55	\$31,999.50	\$200.00	\$18,000.00	\$166.66	\$14,999.40	\$211.15	\$19,003.50	
10	Corrugated Polyethylene Culvert Pipe, 18-Inch Diam.	14	LF	\$80.00	\$1,120.00	\$80.00	\$1,120.00	\$714.29	\$10,000.06	\$125.00	\$1,750.00	\$435.92	\$6,102.88	\$714.29	\$10,000.06	
11	Trimming and Cleanup	1	LS	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$12,000.00	\$12,000.00	\$7,050.00	\$7,050.00	\$1,691.18	\$1,691.18	\$19,058.22	\$19,058.22	
	Schedule A Subtotal				\$180,620.00		\$139,050.00		\$171,999.56		\$172,700.00		\$175,665.40		\$195,000.00	
	Sales Tax 9.4%				\$16,978.28		\$13,070.70		\$16,167.96		\$16,233.80		\$16,512.55		\$18,330.00	
	Project Total				\$197,598.28		\$152,120.70		\$188,167.52		\$188,933.80		\$192,177.95		\$213,330.00	
				<i>Engineer's Estimate</i>		<i>BID #6</i> <i>Gill Construction</i>		<i>BID #7</i> <i>Dirtworks Northwest LLC</i>		<i>BID #8</i> <i>NOVA Contracting, Inc.</i>		<i>BID #9</i>		<i>BID #10</i>		
ITEM	Schedule A	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	Mobilization	1	LS	\$13,500.00	\$13,500.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$42,000.00	\$42,000.00					
2	Minor Change	1	EST	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00					
3	SPCC Plan	1	LS	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$600.00	\$600.00					
4	Project Temporary Traffic Control	1	LS	\$2,500.00	\$2,500.00	\$6,500.00	\$6,500.00	\$3,000.00	\$3,000.00	\$26,000.00	\$26,000.00					
5	Erosion Control and Water Pollution Prevention	1	LS	\$5,000.00	\$5,000.00	\$10,500.00	\$10,500.00	\$5,000.00	\$5,000.00	\$1,200.00	\$1,200.00					
6	Clearing and Grubbing	1	LS	\$10,000.00	\$10,000.00	\$47,000.00	\$47,000.00	\$11,240.00	\$11,240.00	\$62,000.00	\$62,000.00					
7	Select Borrow	1,600	TON	\$75.00	\$120,000.00	\$42.00	\$67,200.00	\$71.96	\$115,136.00	\$130.00	\$208,000.00					
8	Crushed Surfacing Top Course	60	TON	\$100.00	\$6,000.00	\$185.00	\$11,100.00	\$178.50	\$10,710.00	\$160.00	\$9,600.00					
9	8"x8"x6' Long Pressure Treated Timbers	90	EA	\$200.00	\$18,000.00	\$290.00	\$26,100.00	\$318.00	\$28,620.00	\$300.00	\$27,000.00					
10	Corrugated Polyethylene Culvert Pipe, 18-Inch Diam.	14	LF	\$80.00	\$1,120.00	\$350.00	\$4,900.00	\$257.14	\$3,599.96	\$500.00	\$7,000.00					
11	Trimming and Cleanup	1	LS	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$2,100.00	\$2,100.00					
	Schedule A Subtotal				\$180,620.00		\$197,800.00		\$206,805.96		\$388,000.00		\$0.00		\$0.00	
	Sales Tax 9.4%				\$16,978.28		\$18,593.20		\$19,439.76		\$36,472.00		\$0.00		\$0.00	
	Project Total				\$197,598.28		\$216,393.20		\$226,245.72		\$424,472.00		\$0.00		\$0.00	

Wrong bid number quoted at bid opening. Actual bid price shown.
Bid price corrected during tabulation of bids



TO: City Council
FROM: John Doan, City Administrator
DATE: June 21, 2022
SUBJECT: Cancellation of the July 5th Regular Council Meeting

1) Recommended Action:

Cancel the July 5th regular Council meeting.

2) Background:

Council has had additional meetings added to their schedule recently. Due to the increased workload and lack of substantive items for the July 5th Regular Council meeting, it is recommended this meeting be canceled.

3) Policy Support:

Council Rules:

2.1 Regular. Regular Meetings are recurring meetings held in accordance with a periodic schedule declared by statute or rule. A Regular Meeting may be canceled by a motion of the Council or by failure to produce a quorum.

4) Alternatives:

☐ Continue with the scheduled July 5th Regular Council meeting.

5) Fiscal Notes:

There is no fiscal impact associated with this request.

6) Attachments:

None.

TO: City Council
FROM: Karen Kirkpatrick, City Attorney
DATE: June 21, 2022
SUBJECT: Hopkins Drainage District Assessment

1) Recommended Action:

Staff requests that Council authorize the City Attorney, or the City Attorney's designee, to object to and appeal any assessment imposed by Hopkins Drainage District #2 and take any and all actions necessary to protect the City including authorization to prosecute actions in court.

2) Background:

On June 2, 2022, Hopkins Drainage Ditch District #2 sent a Notice of Hearing to landowners within the District as well as outside of the District that it intends to assess, including the City of Tumwater. The District is seeking to collect between \$360,000 and \$380,000 initially to re-establish and improve the ditch to handle the flow of stormwater. After the initial levy, the District intends to impose 10% of the initial amount for each parcel as an annual levy to assist with maintenance. They have scheduled a hearing for July 9, 2022.

Hopkins Drainage District made several claims about the cause of the flooding it experienced in January 2022, and the City has been in communication with the District and their counsel regarding those claims. The attached Notice of Hearing contains the District's claims. Based on the information the City has to date, staff does not believe the assessment is supportable or that the City is receiving a benefit from the District. Staff recommends the City object.

If the District approves the assessment on July 9th, the appeal deadline will pass before the City Council has its next regular meeting. Therefore, staff is seeking approval in advance to take any necessary actions to protect the City's interests.

3) Policy Support:

Refine and sustain a great organization – be fiscally responsible.

Be a leader in environmental sustainability.

4) Alternatives:

Not authorize the City Attorney (or designee) to object or file an appeal of any assessments.

5) Fiscal Notes:

More information is needed (and has been requested). 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% of the initial assessment annually. Commercial properties would be assessed \$2,500, plus the annual maintenance assessment. The City owns two parcels within the Preserve development.

6) Attachments:

Attachment A – Hopkins Drainage Ditch District No. 2 Notice of Hearing.

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

CITY OF TUMWATER
555 ISRAEL RD SW
TUMWATER, WA 98501

Tax Parcel #s:
69460000026
69460000027

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
 website: <https://hopkinsdrainageditch.us>
 Cell: (360) 951-1046

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 9th @ 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 93rd 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 93rd 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