



CITY OF
TUMWATER

**PUBLIC WORKS COMMITTEE
MEETING AGENDA**

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

**Thursday, April 04, 2024
8:00 AM**

1. Call to Order
2. Roll Call
3. Approval of Minutes: Public Works Committee, March 7, 2024
4. Memorandum of Understanding Between the City of Tumwater and LOTT Clean Water Alliance Regarding a Purchase and Sale Agreement for Properties in the Deschutes Valley Amendment 1 (Dan Smith)
5. 2024 Regional Environmental Education Partnership and Water Resources & Sustainability Outreach Update (Grant Gilmore)
6. Additional Items
7. Adjourn

Meeting Information

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

Watch Online

<https://us02web.zoom.us/j/83255158737?pwd=U0t3ellQZE5sZXpqM3dmdUN5NFRVUT09>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 832 5515 8737 and Passcode 048480.

Public Comment

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

Post Meeting

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

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and

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

**TUMWATER PUBLIC WORKS COMMITTEE
MINUTES OF VIRTUAL MEETING
March 7, 2024 Page 1**

CONVENE: 8:00 a.m.

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

Staff: City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Water Resources and Sustainability Director Dan Smith, Transportation and Engineering Director Brandon Hicks, Assistant Transportation and Engineering Director Mary Heather Ames, Engineering Services Manager Bill Lindauer, Communications Manager Ann Cook, Water Resources Program Manager Patrick Soderberg, Transportation Engineer 1 Bernie Gertje, and Administrative Assistant Cathy Nielsen.

**APPROVAL OF
MINUTES: PUBLIC
WORKS
COMMITTEE,
FEBRUARY 8, 2024:**

MOTION: Councilmember Jefferson moved, seconded by Councilmember Althausen, to approve the minutes of February 8, 2024 as published. A voice vote approved the motion unanimously.

**BARNES LAKE
MANAGEMENT
DISTRICT (BLMD)
2024 BUDGET AND
WORK PLAN
REVIEW:**

Director Smith provided an update on the status of the Barnes Lake Management District (BLMD).

The BLMD was established to oversee vegetation management on Barnes Lake. Some management activities were completed last year. Director Smith shared photographs of the lake. Northwest Aquatic Ecosystems completed some maintenance activities on the lake moving vegetative mats after the application of aquatic herbicide. The herbicide creates gases under the root systems of the plants, which float to the surface that are unsightly and inhibit recreation in the lake. Members of the BLMD requested the vendor move the vegetation to the shoreline for reuse of the vegetation by surrounding residents for soil amendments.

Northwest Aquatic Ecosystems applied herbicides in the lake several times last year to treat vegetation. Each year, Water Resources Specialist Dave Kangiser, who developed a volunteer water quality monitoring program, solicits lake residents as volunteers to complete measurements monthly for five months of the year to test for water clarity and sampling for phosphorus and nitrogen to assist in determining potential algae growth.

As part of technological innovations, some digital lake monitoring has been installed to measure precipitation and to track water elevation over time. Results are overlaid with precipitation to reflect how responsive the lake is to precipitation.

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In 2022, the lake experienced beaver dam activity damming up some lake outlets. Crews often removed some the dams. Staff continue to monitor data regularly.

A flexible leveler was installed to help keep water moving despite beaver activity. The tool is one way to manage beaver activity. The tool helps to maintain water levels and reduces flooding impacts to residents.

The City also monitors lake temperature to assist providers in identifying periods of active plant growth (June to October). During active vegetative growth, the contractor applies surface application of herbicides to the plants.

Councilmember Jefferson inquired as to whether fishing is allowed in the lake. She questioned the safeness of fish in a lake treated with herbicides. Director Smith explained that when herbicides are applied, notifications are provided to all residents. The chemicals applied to aquatic environments were selected because they do not affect fish or amphibians. Fishing does occur in the lake; however, no monitoring of fish occurs. Generally, the lake houses smaller fish with most of the fishing recreational.

Another tool used by the BLMD is walkabouts. Each year in September/October, members of committee walk around the lake. The 30-acre lake requires approximately two hours of walking the perimeter of the lake. The walk afford views of the lake from different perspectives.

Changes in the BLMD include new leadership. The committee has seated two chairs since the committee was established in 2007. The second chair stepped down because of health conditions. Another member since 2011 is now serving as the chair. The vice chair has been a member of the committee since 2013 and represents the condominium complex and is one of the largest property owners in the district.

The City and the BLMD are now seeking a new contractor. The owner of the company, Doug Dorling, unexpectedly passed away earlier in the year. Staff released a Request for Proposal (RFP) from local vendors. The work is challenging because of the type and shallowness of the lake. Not all vendors have the equipment to access Barnes Lake. The committee is also experiencing new staff leadership. Director Smith said he has been working with the BLMD since 2004. Based on his new position, he is limited in time to provide adequate support. He is working with the committee and with Water Resources Program Manager Soderberg, who is assuming his role to support the committee.

This year's work plan is streamlined based on the work history with the committee. The committee meets approximately six times each year. The City Council receives the annual operating budget and annual work plan.

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Following the selection of the contractor, annual assessments will be mailed to property owners with an update on the status of activities by the BLMD. Dependent upon the timing of contracting with another company, the treatment program will be initiated during the summer similar to past treatments.

The BLMD operates similar to a City enterprise fund with all revenues dedicated to the operation of the fund for completion of the work. Each year, staff works with the Finance Department to determine the beginning fund balance. This year, the beginning fund balance was \$48,216. The treatment program administered every four years costs approximately \$30,000. The BLMD receives approximately \$20,000 in revenue each year. Staff has advised the committee to anticipate an increase in cost with a new vendor. The budget also includes reimbursement of expenses incurred by the City for finance support to the committee.

Director Smith reported the committee nominated leading advocate and former Chair of the BLMD Steering Committee, Gary Bodeutsch, for Volunteer of the Year recognition by the National Lakes Management Association. Mr. Bodeutsch stepped down as Chair in 2023 and unexpectedly passed away several months later from cancer. Mr. Bodeutsch received the award prior this passing.

Director Smith shared stories and reminisced about his working relationship with Mr. Bodeutsch and Mr. Dorling and some of their adventures working together to improve and monitor the health of the Barnes Lake. In the early years of the committee, he and Mr. Dorling would board a Cessna from the airport and fly around and take pictures of Barnes Lake. Eventually drone technology put an end to the airplane flights to monitor lake conditions. Mr. Dorling was respected and loved by the BLMD committee despite not being a member of the committee.

The next step is a review of the new vendor contract. The City Council adopted the budget and work plan for the BLMD.

Councilmember Althausen thanked Director Smith for sharing information about both gentlemen and for his kind words about them. Keeping the lake healthy is a good way to honor their contributions and interests as well as their legacies over time. He referred to some legislation regarding beavers and beaver habitat management.

Chair Swarthout advised that the proposed legislation did not pass.

Director Smith advised that staff have been working within the community on different ways to manage impacts caused by beavers while recognizing the urban wildlife interface. Many successes have occurred that have been shared with other jurisdictions. Last year, staff presented some outcomes of the

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MINUTES OF VIRTUAL MEETING

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City's work, which was well received with staff receiving inquiries from others in the state. The long-term investment of monitoring or managing beavers rather than removing them has been more cost effective and efficient while creating a healthier environment as well.

Chair Swarthout inquired about the extent of any flooding during the last weather event. Director Smith said the golf course did not experience any substantive flooding. Based on the forecast from the University of Washington, the area will experience more intense and longer duration events in future years. Staff continues to explore potential flooding scenarios and recently completed a flood study of the Deschutes River, which acknowledged the likelihood of continued flooding in that area of the City.

ADJOURNMENT: **With there being no further business, Chair Swarthout adjourned the meeting at 8:41 a.m.**

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

TO: Public Works Committee
FROM: Dan Smith, Water Resources & Sustainability Director
DATE: April 4, 2024
SUBJECT: Memorandum of Understanding (MOU) Between the City of Tumwater (CITY) and LOTT Clean Water Alliance (LOTT) Regarding a Purchase and Sale Agreement for Properties in the Deschutes Valley Amendment 1

1) Recommended Action:

Place the Memorandum of Understanding Between the City and LOTT regarding a purchase and sale agreement for properties in the Deschutes Valley Amendment No. 1 on the April 16, 2024, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

In late 2011, LOTT acquired former Brewery properties in the Deschutes Valley intended for the construction and operation of a satellite reclaimed water treatment plant. During its most recent master plan update, LOTT identified alternatives for reclaimed water production at existing facilities, and the Deschutes Valley properties are no longer needed. In November 2023, the City and LOTT prepared an MOU allowing the City to conduct due diligence regarding a potential acquisition of the properties. This extension of time provides additional flexibility for the CITY to make its determination to LOTT.

3) Policy Support:

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

4) Alternatives:

- ☐ None. The intent of this project is to evaluate alternatives for Council consideration and additional time is necessary to ensure the CITY has sufficient time for consideration.
-

5) Fiscal Notes:

No additional costs are anticipated relative to this amendment.

6) Attachments:

- A. Memorandum of Understanding Deschutes Valley Properties Amendment 1
- B. Original Memorandum of Understanding

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

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

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

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

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

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

NOW THEREFORE, the City and LOTT agree as follows:

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

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

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

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

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

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

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

SIGNATURES

LOTT CLEAN WATER ALLIANCE

By: _____
Matthew J. Kennelly, PE
Executive Director

Date: _____

CITY OF TUMWATER

By: _____
Debbie Sullivan
Mayor

Date: _____

Attest:

By: _____
Melody Valiant
City Clerk

Date: _____

Approved as to Form:

By: _____
Karen Kirkpatrick
City Attorney

Date: _____

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

I. RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. GENERAL CONDITIONS FOR PURCHASE AND SALE

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

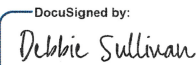
- C. Consideration. The Parties will work together to determine the form and timing of consideration to be received by LOTT for the Property. This consideration could involve both cash and non-cash consideration, and could be transferred to LOTT at any point from the property being transferred and up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

IV. SIGNATURES

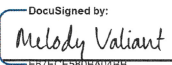
LOTT CLEAN WATER ALLIANCE

DocuSigned by:
 By:  Date: 11/29/2023
 E263A338B6374CB...
 Matthew J. Kennelly, PE
 Executive Director

CITY OF TUMWATER

DocuSigned by:
 By:  Date: 11/29/2023
 B45DDB15DF7D4C0...
 Debbie Sullivan, Mayor

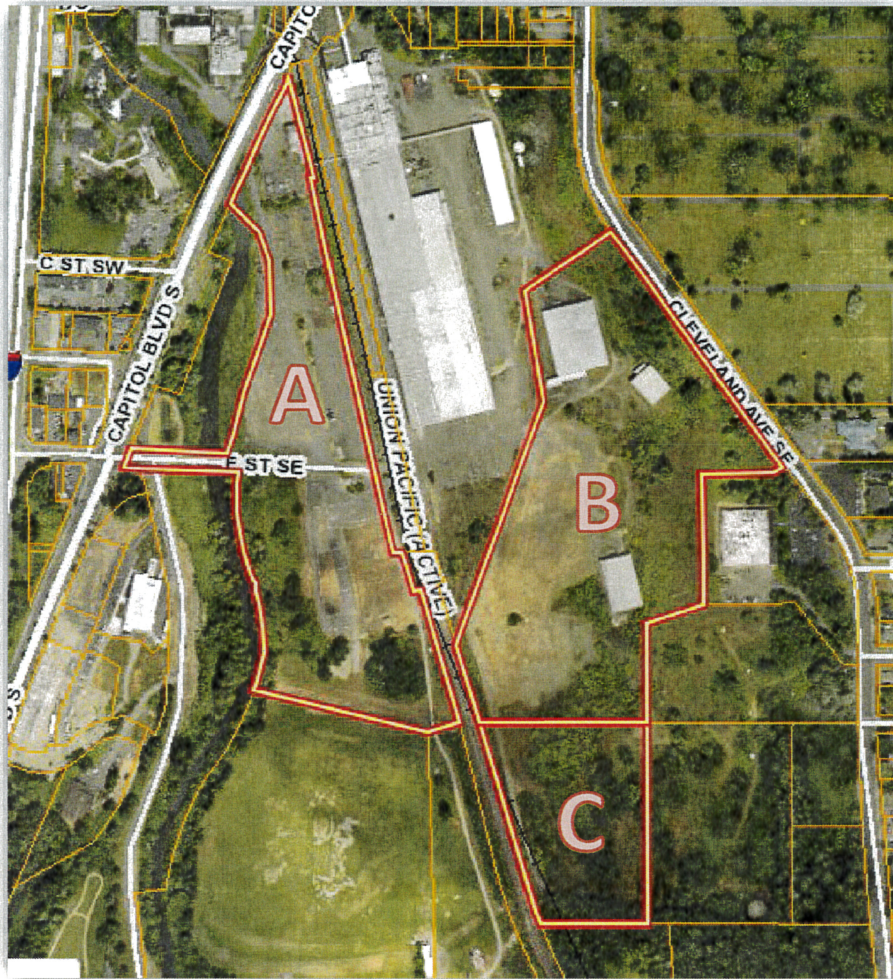
Attest:

DocuSigned by:
 By:  Date: 11/29/2023
 E67EC680B404BB...
 Melody Valiant, City Clerk

Approved as to Form:

DocuSigned by:
 By:  Date: 11/29/2023
 3011B3A3D6C343C...
 Karen Kirkpatrick, City Attorney

EXHIBIT A
General Property Boundaries

**PARCEL A**

- 09470003000
- 18.53 Acres

PARCEL B

- 09470045000
- 19.28

PARCEL C

- 09470021000
- 7.00 Acres

TO: Public Works Committee
 FROM: Grant Gilmore, Water Resources Specialist
 DATE: April 4, 2024
 SUBJECT: 2024 Regional Environmental Education Partnership (REEP) and Water Resources & Sustainability (WRS) Outreach Update

1) Recommended Action:

No action requested. This is a briefing only.

2) Background:

REEP is a local interagency agreement between the Cities of Tumwater, Olympia, Lacey, and Thurston County, that provides for the collaboration of outreach and educational activities related to environmental health. Priorities align with regulatory requirements set forth by the National Pollution Discharge Elimination System permit, which address water quality, stormwater pollution and management, and education and outreach. REEP creates and manages all content and activities associated with Stream Team, including hands on science opportunities, stewardship, career pathways, and community partnerships.

A new initiative within WRS is a collaboration between the City, Tumwater School District (Careers in Technical Education, CTE), Washington State Office of Superintendent of Public Instruction, and the Pacific Education Institute. This unique collaboration has led to several new programs aimed at middle school through high school students with a focus on STEM careers. Career emphasis ranges from operations and maintenance, engineering, natural resource sciences, management, planning and public administration.

3) Policy Support:

Strategic Priority B – Be a Leader in Environmental Sustainability
 Strategic Priority F – Refine and Sustain a Great Organization

4) Alternatives:

☐ NA

5) Fiscal Notes:

Per the REEP Interlocal Agreement, Tumwater commits \$12,000 to the total annual budget of \$90,000. Financial participation is based on the total population served. In addition, the City commits a total of 0.30 FTE to support the regional program and Stream Team-branded events.

2023 required additional staff time due to regional partnership staff vacancies/changes. Increased workload was also attributed to programing start-ups post pandemic (Hands on science, events, workshops, trainings).

6) Attachments:

A. 2024 REEP Work Plan