



City of Olympia

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8447

Meeting Agenda City Council

Tuesday, July 8, 2014

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION - None

3. PUBLIC COMMUNICATION

*(Estimated Time: 0-30 Minutes) (Sign Up Sheets are Provided in the Foyer)
During this portion of the meeting, citizens may address the Council regarding only items related to City business, including items on the Agenda, except on agenda items for which the City Council either held a Public Hearing in the last 45 days, or will hold a Public Hearing within 45 days. Individual testimony is limited to three minutes or less. In order to hear as many people as possible during the 30-minutes set aside for Public Communication, the Council will refrain from commenting on individual testimony until all public comment has been taken. The City Council will allow for additional testimony to be taken at the end of the meeting for those who signed up at the beginning of the meeting and did not get an opportunity to speak during the allotted 30-minutes.*

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A [14-0630](#) Approval of June 17, 2014 City Council Meeting Minutes

Attachments: [Minutes](#)

4.B [14-0689](#) Approval of June 26, 2014 Minutes of the Special City Council Meeting to Conduct Business as Community Economic & Revitalization Committee / Citizens Advisory Committee

Attachments: [Minutes](#)

4.C [14-0684](#) Approval of June 28, 2014 Special City Council Meeting Minutes for the Pear Blossom Place Grand Opening Celebration

Attachments: [Minutes](#)

4.D [14-0553](#) Approval of PSE Street Lighting LED Conversion Agreements

Attachments: [Authorization Letter](#)

- 4.E [14-0569](#) Approval of Amendment to Interagency Agreement with Department of Enterprise Services for City Hall Solar Project
Attachments: [DES Amendment](#)
- 4.F [14-0614](#) Approval of Bid Award for the Black Lake Sewer Lift Station Replacement project
Attachments: [Bid Tabulation -Black Lake Sewer Lift Station Replacement Project Map](#)
- 4.G [14-0631](#) Approval to Apply for 2014 City Safety Program Grant
- 4.H [14-0650](#) Approval of Interlocal Agreement between the City of Olympia and Bates Technical College
Attachments: [2014 Interlocal with Bates](#)
- 4.I [14-0660](#) Approval of Agreement with Port of Olympia to Access City-Owned Stormwater Pipe
Attachments: [Port-City Access Agreement & Map](#)
- 4.J [14-0682](#) Approval of Property Right Acquisitions as Part of the West Bay Sidewalk Project
Attachments: [Souri - Slope Easement Map](#)
- 4.K [14-0685](#) Approval of Amendment to Interlocal Agreement Between the City of Olympia and Washington State Department of Enterprise Services for Fire Protection Services.
Attachments: [Amended Interlocal Agreement for Approval DES Interagency Agreement 12-2013](#)
[DES Interagency Agreement 7-2013](#)
- 4.L [14-0687](#) Approval to Use \$11,500 from Asset Forfeiture Funds for Law Enforcement Management Training

4. SECOND READINGS

- 4.M [14-0577](#) Approval of Appropriations Ordinance in the Amount of \$325,000 for PSE Street Light LED Conversion
Attachments: [Ordinance for PSE Light Conversion](#)
- 4.N [14-0592](#) Approval of an Ordinance Relating to Non-discrimination and Amending Olympia Municipal Code Sections 1.04.010, 1.24.010, and 3.18
Attachments: [Ordinance](#)

4. FIRST READINGS

- 4.O [14-0676](#) Approval of an Ordinance Appropriating \$57,500 for the Community

Renewal Area (CRA) and Isthmus Projects, funded from General Fund Balance

Attachments: [CRA Appropriations Ordinance](#)
[CRA Scope 040113](#)
[CRA Scope Amendment 1](#)
[CRA Scope Amendment 2](#)

5. PUBLIC HEARING

5.A [14-0647](#) Public Hearing Concerning Application for a Master Use Permit for Astound Broadband, LLC

Attachments: [OMC 11.06.030](#)
[Map](#)
[Sample Ordinance](#)

5.B [14-0648](#) Public Hearing Concerning Application for a Master Use Permit for Noel Communications, Inc.

Attachments: [MAP Olympia Master Permit Application](#)
[OMC 11.06.030](#)
[Sample Ordinance](#)

6. OTHER BUSINESS

6.A [14-0566](#) Approval of Community Development Block Grant (CDBG) Draft Annual Action Plan

Attachments: [Hyperlink to Draft Action Plan](#)
[Public Comments](#)
[CDBG Program Year 2014 Timeline](#)
[CDBG Economic Development Activities - 06.10.14](#)
[PY 2014 HUD Table 3C Activities](#)

6.B [14-0612](#) Approval of Scope of Work and Appropriation Ordinance for Community Park Site Suitability Assessment

Attachments: [Ordinance](#)
[Scope of Work](#)
[Map](#)

7. CONTINUED PUBLIC COMMUNICATION

(If needed for those who signed up earlier and did not get an opportunity to speak during the allotted 30 minutes)

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS**8.B CITY MANAGER'S REPORT AND REFERRALS****9. ADJOURNMENT**

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the Council's Secretary at 360.753-8244 at least 48 hours in advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.



City of Olympia

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8447

Meeting Minutes - Draft City Council

Tuesday, June 17, 2014

7:00 PM

Council Chambers

1. ROLL CALL

Present: 7 - Mayor Stephen H. Buxbaum, Mayor Pro Tem Nathaniel Jones, Councilmember Jim Cooper, Councilmember Julie Hankins, Councilmember Steve Langer, Councilmember Jeannine Roe and Councilmember Cheryl Selby

1.A ANNOUNCEMENTS - None

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A 14-0596 City of Olympia Fireworks Ban Reminder

Fire Marshal Rob Bradley reminded citizens about the fireworks ban in Olympia for the upcoming July 4 holiday.

The recognition was received.

2.B 14-0572 "Farewell" to Plastic Bags

Public Works Waste ReSources Director Dan Daniels reminded citizens the plastic bag ban goes into effect July 1.

The report was received.

2.C 14-0593 A Proclamation Relating to the 2014 Capital City Pride Weekend

Mayor Pro Tem Jones read a proclamation proclaiming the third weekend of June, 2014 to be Capital City Pride Weekend. Mr. Jake Powell accepted it.

The recognition was received.

3. PUBLIC COMMUNICATION

The Council heard comments from Ron Nesbitt, Jim Reeves and Timothy Page.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION - None**4. CONSENT CALENDAR**

- 4.A 14-0606** Approval of May 28, 2014 Minutes of Joint Meeting with the Olympia Downtown Association

The minutes were adopted.

- 4.B 14-0582** Approval of June 3, 2014 Special Study Session Minutes

The minutes were adopted.

- 4.C 14-0607** Approval of June 10, 2014 City Council Meeting Minutes

The minutes were adopted.

- 4.D 14-0579** Approval of Public Art Maintenance Funds Expenditure

The decision was adopted.

- 4.E 14-0595** Approval of a Resolution in Support of the Human Rights Campaign's Municipal Equality Index

The resolution was adopted.

4. SECOND READINGS

- 4.F 14-0546** Approval of Amendment to Ordinance 6903 (Operating Budget)

The ordinance was adopted on second reading.

- 4.G 14-0547** Approval of Amendment to Ordinance 6905 (Capital Budget)

The ordinance was adopted on second reading.

- 4.H 14-0549** Approval of Amendment to Ordinance 6904 (Special Funds)

The ordinance was adopted on second reading.

- 4.I 14-0565** Approval of Appropriation Ordinance in the Amount of \$50,000 for Artesian Commons Park Construction Project

The ordinance was adopted on second reading.

4. FIRST READINGS

- 4.J 14-0577** Approval of Appropriations Ordinance in the Amount of \$325,000 for PSE Street Light LED Conversion

The ordinance was approved on first reading and moved to second reading.

- 4.K 14-0592** Approval of an Ordinance Relating to Non-discrimination and Amending Olympia Municipal Code Sections 1.04.010, 1.24.010, and 3.18

The ordinance was approved on first reading and moved to second reading.

Approval of the Consent Agenda

Mayor Pro Tem Jones moved, seconded by Councilmember Langer, to adopt the Consent Calendar. The motion carried by the following vote:

Aye: 7 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins, Councilmember Langer, Councilmember Roe and Councilmember Selby

5. PUBLIC HEARING

- 5.A 14-0389** Approval of Six-year Transportation Improvement Program and Adoption of Resolution

Mayor Buxbaum opened the Public Hearing.

Olympia Safe Streets President Karen Messmer provided comments on multiple projects and asked Council to direct staff to restore \$175,000 funding for sidewalk construction in the 2015 budget.

LBA Woods Park Coalition member Cristiana Figueroa discussed two projects that aren't likely to be built in the next 6 years. She asked if there was a mechanism in place to stop transcribing old plans for Log Cabin Road and look at more realistic possibilities, such as the Morse Merryman and Boulevard intersections.

Mayor Buxbaum closed the public hearing.

Councilmember Hankins moved, seconded by Councilmember Langer, to approve the 2015-2020 Six-year Transportation Improvement Program (TIP) and adopt the resolution. The motion carried by the following vote:

Aye: 7 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins, Councilmember Langer, Councilmember Roe and Councilmember Selby

6. OTHER BUSINESS

- 6.A 14-0277** Briefing on 2014 Construction Projects

Public Works City Engineer Fran Eide gave a brief presentation of projects underway or soon to begin.

The report was received.

7. CONTINUED PUBLIC COMMUNICATION

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings they attended.

Mayor Pro Tem Jones requested a referral to the Bicycle and Pedestrian Advisory Committee (BPAC) to look at more ways to promote bicycling. The Council agreed the City Manager would check with BPAC to see if there is capacity in this year's work plan.

Councilmember Roe asked to attend the June 26 Community & Economic Revitalization Committee (CERC) meeting June 26 at 5:30 p.m.

Mayor Buxbaum asked if July 26 would work for the mid-year Council retreat from noon to 5:00 p.m., with dinner at 5:30 p.m. Councilmember Cooper had a conflict. Staff will work on a new date, but the Council agreed to hold the retreat at the LOTT Board room at the times discussed.

8.B CITY MANAGER'S REPORT AND REFERRALS

Mr. Hall agreed to notice the June 26 meeting as a special meeting of the City Council to conduct business of the CERC.

Mr. Hall reported the City has received a land use application for a recreational Cannabis retail store at 3044 Pacific Ave and noted upcoming public comment opportunities.

9. ADJOURNMENT

Mayor Buxbaum noted the next business Council meeting will be July 8.

The meeting adjourned at 8:57 p.m.



City of Olympia

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8447

Meeting Minutes - Draft City Council

Thursday, June 26, 2014

5:30 PM

Room 207

Special Council Meeting to Conduct Business as CERC/CAC

1. ROLL CALL

Committee Members Present:

- Mayor Stephen Buxbaum
- Mayor Pro Tem Nathaniel Jones
- Councilmember Julie Hankins

Other Councilmembers Present:

- Jeannine Roe
- Cheryl Selby

Citizens Advisory Committee (CAC) Members Present:

- Jerry Parker
- Jerry Reilly
- Theresa Madden
- Mike Reid
- Renee Sunde
- Carol Richmond
- Allen Miller
- Rachel Newman

Staff and Consultants Present:

- Paul Simmons, Director Parks Arts and Recreation Department
- Keith Stahley, Director Community Planning and Development
- Lorelei Juntunen, ECONorthwest via teleconference
- Erik Rundell, ECONorthwest via teleconference

2. MEETING BUSINESS

2.A 14-0625 Review of Development and Financial Assumptions Behind the Consultant Team's Feasibility Analysis

The Mayor convened the meeting at 5:30 p.m. and welcomed the Councilmembers, CERC Committee and Citizens Advisory Committee members in attendance. He provided an overview of the meeting objectives and outlined the process that would be used for the discussion. He noted that it was critical for the participants to

understand facts and data before we move the discussion to the broader community, he clarified the role of the three scenarios that have been developed to date, and said that we will need the CAC's help in designing an effective public participation process at subsequent meetings.

The Mayor turned the meeting over to Ms. Juntunen and Mr. Rundell who walked the attendees through a PowerPoint Presentation. Ms. Juntunen said she hoped the attendees could all get on the same page about the assumptions, offer feedback about the general concepts, and that this meeting was not about selecting a preferred scenario.

There were questions and a discussion about the information on the slides with particular attention paid to the feasibility gap associated with the three scenarios. There were questions about the effect of amenities on the feasibility gap and the potential revenues (rents) that the project could charge. Ms. Juntunen noted that the site amenities would benefit more than just the project site and would likely benefit the broader community.

Mr. Rundell reviewed slides related to the pro forma cost and revenue projections. He responded to questions about whether the cost of the land included the buildings, what the value of the land is, whether financing costs were included in the pro forma, and what was the definition of effective income and triple net rent.

Mr. Rundell then displayed a series of spreadsheets related to each scenario and the individual parcels that comprise each scenario. There were questions about the loan to value ratio (LTV) that was used in the pro forma. Mr. Rundell explained that he used 65% and that may be high. A question was raised about the 5% contingency that was used. The CAC asked for clarification of what the cash on cash return was.

Mr. Rundell was able to input different numbers for LTV to demonstrate the impact on the bottom line of the project.

There was discussion about how the pro forma analysis was helpful in considering options for closing the feasibility gap. There were questions and discussion about what the right level of public investment would be in the project and that ultimately that would be a fairly subjective judgment that City Council would need to make. It was noted that both the revenues by way of additional tax dollars as well as other less tangible benefits would need to be considered.

The group considered whether the three scenarios presented were sufficient to describe all of the possible options. They discussed that the scenarios currently under consideration are derivatives of a public private partnership approach and that an all public approach and an all private approach need to be considered as well.

Ms. Juntunen added that the objective of this process is to identify what the maximum value is and what will make this project financially feasible from both a public and a private perspective.

There were further questions related to whether there is market demand for the retail space and the apartments proposed, and if not now, then how long before there is market demand. Ms. Juntunen responded that Olympia is setting the stage for this sort of development to occur, and she used a map of new multiple family developments in Portland to illustrate her point.

Ms. Juntunen closed her presentation by reminding the CERC and CAC members that we would be meeting again in August to continue the discussion. At that time she would have more information about the revenue impacts of the various scenarios and she would be ready to continue the conversation about how to involve the broader public in this process.

Mayor thanked the CAC members and the public for attending.

The discussion was completed.

3. ADJOURNMENT

The Mayor adjourned the meeting at 7:20 p.m.



City of Olympia

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8447

Meeting Minutes - Draft City Council

Saturday, June 28, 2014

1:00 PM

837 7th Ave. SE

Special City Council Meeting

1. ROLL CALL

Present: 5 - Mayor Stephen H. Buxbaum, Mayor Pro Tem Nathaniel Jones, Councilmember Julie Hankins, Councilmember Steve Langer and Councilmember Cheryl Selby

Excused: 2 - Councilmember Jim Cooper and Councilmember Jeannine Roe

2. SPECIAL RECOGNITION

14-0670 Grand Opening Celebration and Ribbon Cutting of the Pear Blossom Place, a Family Support Community

Family Support Center Executive Director Schelli Slaughter welcomed everyone. She thanked numerous individuals and corporate sponsors for their generosity in making the new women and family shelter such a success. She stated the new shelter is named the Pear Blossom Place.

Mayor Buxbaum read a proclamation recognizing the benefits of the Pear Blossom Place. Other individuals spoke, including Thurston County Commissioner Karen Valenzuela and Architect Glenn Wells..

Everyone was invited to tour the temporary shelter rooms on the first floor and the permanent apartments upstairs.

3. ADJOURNMENT

The event concluded at 3:00 p.m.



City of Olympia

City Council

Approval of PSE Street Lighting LED Conversion Agreements

Agenda Date: 7/8/2014
Agenda Item Number: 4.D
File Number:14-0553

Type: contract **Version:** 1 **Status:** Consent Calendar

Title

Approval of PSE Street Lighting LED Conversion Agreements

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve and authorize the City Manager to sign authorization documents necessary to complete the LED conversion project for PSE-owned street lights.

Report

Issue:

Whether to approve the authorization documents necessary to convert PSE-owned street lights to LED technology.

Staff Contact:

Mark Russell, P.E., Director of Transportation, Public Works Department, 360.753.8762

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

There are approximately 1,300 street lights owned by Puget Sound Energy (PSE) throughout the City. Based upon the success of converting City-owned street lights to LED technology, Council recently approved year-end funds to convert the remaining PSE-owned street lights. PSE routinely performs this work for jurisdictions making a request. Their internal street lighting team, Intolight, would be doing the work and they project the conversion will be finished within a year.

The estimated cost to the City is \$325,000. PSE only charges the difference in price between traditional fixtures and the more expensive LED fixtures because they cannot pass these costs onto all of their rate payers. The City's energy bill, as well as greenhouse gases, will be lower. This annual savings is approximately \$60,000 per year, which pays for the improvements in about five years. The City will also qualify for an additional \$50,000 PSE rebate after the work is finished.

To begin, PSE needs written authorization from the City. Attached are nine authorization letters for each phase of the project. Each phase represents a different section of the City. It is organized this way to help PSE manage the overall project. The authorization letters currently estimate the cost to be \$313,289.64. The City has budgeted \$325,000 for the total project. The additional funding will be used as a contingency for unexpected issues that might arise during construction.

Neighborhood/Community Interests (if known):

LED street lights save money and provide better quality lighting that improves the visibility and safety of pedestrians, bicyclists, and vehicles. To date, the City has converted approximately 3,200 street lights and the feedback from citizens has been positive. The few concerns received were related to light color or brightness. These issues were easily addressed by making minor adjustments to the light fixture.

Options:

1. Approve and authorize the City Manager to sign authorization documents necessary to complete the LED conversion project for PSE-owned street lights. Project proceeds as planned.
2. Do not approve the authorization documents. PSE-owned street lights will not be converted to LED technology at this time.

Financial Impact:

In May, Council approved ordinance 6901 which appropriated \$325,000 in 2013 fund balance to the General Fund for this purpose. With tonight's related ordinance (second reading), the funds are appropriated from the General Fund to the Street Lighting Improvement Project.

Attachment:

City of Olympia LED Conversion

INTOLIGHT

355 110th Avenue NE
PO Box 90868, EST 9W
Bellevue, Washington 98009-0868
Lighting Services from Puget Sound Energy

T (425) 456-2496
F (425) 462-3149

Street Lighting Authorization Letter

May 23rd, 2014

Mr. Mark Russell
Director of Transportation
City of Olympia
PO Box 1967
Olympia, WA 98507

City of Olympia – Schedule 53 Cobrahead LED conversion – Phase 1
Order: 13221

Thank you for your street lighting request to service the above locations. With your authorization, we will proceed with the conversion of 3 existing 70W HPS Cobraheads to 43W LED, 123 existing 100W HPS to 52W LED Cobraheads, 4 150W HPS to 97W LED Cobrahead, and 18 200W HPS to 133W LED Cobraheads. Install costs for the locations is \$34,101.89. Payment for installation will be requested after construction. This estimate is valid for 90 days.

The combined monthly energy/maintenance charge of \$1,419.49, as per our Schedule 53 Electric Tariff G, will start once the lights are energized.

The responsible billing party will be: City of Olympia

Sincerely,



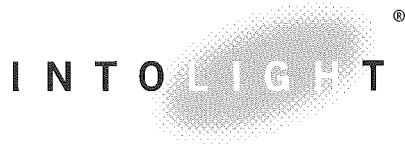
Lars Larson
Account Manager
PSE / IntoLight

The above is accepted and authorization is given:

By: _____ Date: _____

Print Name: _____

Title: _____



355 110th Avenue NE
PO Box 90868, EST 9W
Bellevue, Washington 98009-0868
Lighting Services from Puget Sound Energy

T (425) 456-2496
F (425) 462-3149

Street Lighting Authorization Letter

May 23rd, 2014

Mr. Mark Russell
Director of Transportation
City of Olympia
PO Box 1967
Olympia, WA 98507

City of Olympia – Schedule 53 Cobrahead LED conversion – Phase 2
Order: 13222

Thank you for your street lighting request to service the above locations. With your authorization, we will proceed with the conversion of 123 existing 100W HPS to 52W LED Cobraheads, 3 150W HPS to 97W LED Cobrahead, and 18 200W HPS to 133W LED Cobraheads. Install costs for the locations is \$33,373.14. Payment for installation will be requested after construction. This estimate is valid for 90 days.

The combined monthly energy/maintenance charge of \$1,382.13, as per our Schedule 53 Electric Tariff G, will start once the lights are energized.

The responsible billing party will be: City of Olympia

Sincerely,

Lars Larson
Account Manager
PSE / IntoLight

The above is accepted and authorization is given:

By: _____ Date: _____

Print Name: _____

Title: _____

INTOLIGHT

355 110th Avenue NE
PO Box 90868, EST 9W
Bellevue, Washington 98009-0868
Lighting Services from Puget Sound Energy

T (425) 456-2496
F (425) 462-3149

Street Lighting Authorization Letter

May 23rd, 2014

Mr. Mark Russell
Director of Transportation
City of Olympia
PO Box 1967
Olympia, WA 98507

City of Olympia – Schedule 53 Cobrahead LED conversion – Phase 3
Order: 13223

Thank you for your street lighting request to service the above locations. With your authorization, we will proceed with the conversion of 123 existing 100W HPS to 52W LED Cobraheads, 4 150W HPS to 97W LED Cobrahead, 18 200W HPS to 133W LED Cobraheads, 3 250 HPS to 196W LED Cobraheads, and 9 400W to 260W LED Cobraheads. Install costs for the locations is \$44,756.42. Payment for installation will be requested after construction. This estimate is valid for 90 days.

The combined monthly energy/maintenance charge of \$1,613.41, as per our Schedule 53 Electric Tariff G, will start once the lights are energized.

The responsible billing party will be: City of Olympia

Sincerely,



Lars Larson
Account Manager
PSE / IntoLight

The above is accepted and authorization is given:

By: _____ Date: _____

Print Name: _____

Title: _____

I N T O L I G H T

355 110th Avenue NE
PO Box 90868, EST 9W
Bellevue, Washington 98009-0868
Lighting Services from Puget Sound Energy

T (425) 456-2496
F (425) 462-3149

Street Lighting Authorization Letter

May 23rd, 2014

Mr. Mark Russell
Director of Transportation
City of Olympia
PO Box 1967
Olympia, WA 98507

City of Olympia – Schedule 53 Cobrahead LED conversion – Phase 4
Order: 13224

Thank you for your street lighting request to service the above locations. With your authorization, we will proceed with the conversion of 1 existing 70W HPS to a 43W LED Cobrahead, 123 existing 100W HPS to 52W LED Cobraheads, 4 150W HPS to 97W LED Cobrahead, and 18 200W HPS to 133W LED Cobraheads. Install costs for the locations is \$33,786.71. Payment for installation will be requested after construction. This estimate is valid for 90 days.

The combined monthly energy/maintenance charge of \$1,393.45, as per our Schedule 53 Electric Tariff G, will start once the lights are energized.

The responsible billing party will be: City of Olympia

Sincerely,



Lars Larson
Account Manager
PSE / IntoLight

The above is accepted and authorization is given:

By: _____ Date: _____

Print Name: _____

Title: _____



355 110th Avenue NE
PO Box 90868, EST 9W
Bellevue, Washington 98009-0868
Lighting Services from Puget Sound Energy

T (425) 456-2496
F (425) 462-3149

Street Lighting Authorization Letter

May 23rd, 2014

Mr. Mark Russell
Director of Transportation
City of Olympia
PO Box 1967
Olympia, WA 98507

City of Olympia – Schedule 53 Cobrahead LED conversion – Phase 5
Order: 13225

Thank you for your street lighting request to service the above locations. With your authorization, we will proceed with the conversion of 123 existing 100W HPS to 52W LED Cobraheads, 4 150W HPS to 97W LED Cobrahead, and 18 200W HPS to 133W LED Cobraheads. Install costs for the locations is \$33,629.11. Payment for installation will be requested after construction. This estimate is valid for 90 days.

The combined monthly energy/maintenance charge of \$1,393.45, as per our Schedule 53 Electric Tariff G, will start once the lights are energized.

The responsible billing party will be: City of Olympia

Sincerely,

Lars Larson
Account Manager
PSE / IntoLight

The above is accepted and authorization is given:

By: _____ Date: _____

Print Name: _____

Title: _____

I N T O L I G H T

355 110th Avenue NE
PO Box 90868, EST 9W
Bellevue, Washington 98009-0868
Lighting Services from Puget Sound Energy

T (425) 456-2496
F (425) 462-3149

Street Lighting Authorization Letter

May 23rd, 2014

Mr. Mark Russell
Director of Transportation
City of Olympia
PO Box 1967
Olympia, WA 98507

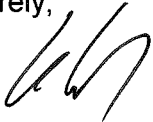
City of Olympia – Schedule 53 Cobrahead LED conversion – Phase 6
Order: 13226

Thank you for your street lighting request to service the above locations. With your authorization, we will proceed with the conversion of 123 existing 100W HPS to 52W LED Cobraheads, 3 150W HPS to 97W LED Cobrahead, and 18 200W HPS to 133W LED Cobraheads. Install costs for the locations is \$33,373.14. Payment for installation will be requested after construction. This estimate is valid for 90 days.

The combined monthly energy/maintenance charge of \$1,382.13, as per our Schedule 53 Electric Tariff G, will start once the lights are energized.

The responsible billing party will be: City of Olympia

Sincerely,



Lars Larson
Account Manager
PSE / IntoLight

The above is accepted and authorization is given:

By: _____ Date: _____

Print Name: _____

Title: _____

I N T O L I G H T

355 110th Avenue NE
PO Box 90868, EST 9W
Bellevue, Washington 98009-0868
Lighting Services from Puget Sound Energy

T (425) 456-2496
F (425) 462-3149

Street Lighting Authorization Letter

May 23rd, 2014

Mr. Mark Russell
Director of Transportation
City of Olympia
PO Box 1967
Olympia, WA 98507

City of Olympia – Schedule 53 Cobrahead LED conversion – Phase 7
Order: 13227

Thank you for your street lighting request to service the above locations. With your authorization, we will proceed with the conversion of 123 existing 100W HPS to 52W LED Cobraheads, 3 150W HPS to 97W LED Cobrahead, and 18 200W HPS to 133W LED Cobraheads. Install costs for the locations is \$33,373.14. Payment for installation will be requested after construction. This estimate is valid for 90 days.

The combined monthly energy/maintenance charge of \$1,382.13, as per our Schedule 53 Electric Tariff G, will start once the lights are energized.

The responsible billing party will be: City of Olympia

Sincerely,



Lars Larson
Account Manager
PSE / IntoLight

The above is accepted and authorization is given:

By: _____ Date: _____

Print Name: _____

Title: _____

I N T O L I G H T

355 110th Avenue NE
PO Box 90868, EST 9W
Bellevue, Washington 98009-0868
Lighting Services from Puget Sound Energy

T (425) 456-2496
F (425) 462-3149

Street Lighting Authorization Letter

May 23rd, 2014

Mr. Mark Russell
Director of Transportation
City of Olympia
PO Box 1967
Olympia, WA 98507

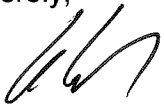
City of Olympia – Schedule 53 Cobrahead LED conversion – Phase 8
Order: 13228

Thank you for your street lighting request to service the above locations. With your authorization, we will proceed with the conversion of 123 existing 100W HPS to 52W LED Cobraheads, 3 150W HPS to 97W LED Cobrahead, and 18 200W HPS to 133W LED Cobraheads. Install costs for the locations is \$33,373.14. Payment for installation will be requested after construction. This estimate is valid for 90 days.

The combined monthly energy/maintenance charge of \$1,382.13, as per our Schedule 53 Electric Tariff G, will start once the lights are energized.

The responsible billing party will be: City of Olympia

Sincerely,



Lars Larson
Account Manager
PSE / IntoLight

The above is accepted and authorization is given:

By: _____ Date: _____

Print Name: _____

Title: _____

I N T O L I G H T

355 110th Avenue NE
PO Box 90868, EST 9W
Bellevue, Washington 98009-0868
Lighting Services from Puget Sound Energy

T (425) 456-2496
F (425) 462-3149

Street Lighting Authorization Letter

May 23rd, 2014

Mr. Mark Russell
Director of Transportation
City of Olympia
PO Box 1967
Olympia, WA 98507

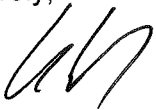
City of Olympia – Schedule 53 Cobrahead LED conversion – Phase 9
Order: 13229

Thank you for your street lighting request to service the above locations. With your authorization, we will proceed with the conversion of 2 existing 70W HPS to 43W LED Cobraheads, 122 existing 100W HPS to 52W LED Cobraheads, 3 150W HPS to 97W LED Cobrahead, and 18 200W HPS to 133W LED Cobraheads. Install costs for the locations is \$33,522.95. Payment for installation will be requested after construction. This estimate is valid for 90 days.

The combined monthly energy/maintenance charge of \$1,390.42, as per our Schedule 53 Electric Tariff G, will start once the lights are energized.

The responsible billing party will be: City of Olympia

Sincerely,



Lars Larson
Account Manager
PSE / IntoLight

The above is accepted and authorization is given:

By: _____ Date: _____

Print Name: _____

Title: _____



City of Olympia

City Council

Approval of Amendment to Interagency Agreement with Department of Enterprise Services for City Hall Solar Project

Agenda Date: 7/8/2014
Agenda Item Number: 4.E
File Number: 14-0569

Type: contract **Version:** 1 **Status:** Consent Calendar

Title

Approval of Amendment to Interagency Agreement with Department of Enterprise Services for City Hall Solar Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Amendment to Interagency Agreement with the Department of Enterprise Services ("DES") for the City Hall Solar Project and authorize the Mayor to sign the contract and the City Manager to authorize project funding and sign any other required documents.

Report

Issue:

Whether to approve an amendment with DES that allows them to manage the City Hall Solar Project under the Energy Savings Performance Contracting agreement.

Staff Contact:

Debbie Sullivan, Deputy Public Works Director, 360.753.8494

Presenter(s):

None - consent calendar.

Background and Analysis:

In January, 2014, Public Works applied for a solar grant through the Washington State Department of Commerce ("Commerce"). Commerce awarded the City a grant for \$183,070 to install solar panels on City Hall. The project will add 92 Washington-state manufactured solar panels to the roof of City hall and tie them into the existing electrical system. The solar panels will produce approximately 23,598 kWh annually, saving about \$2,500 per year in energy costs, and reducing greenhouse gases by over 16 metric tons per year.

The City has an existing Interagency Agreement with DES for Energy Performance Contracting

Services. The Amendment will add the additional scope and budget to the Agreement to construct the City Hall Solar Project. The project is scheduled to begin late summer and be finished by the end of this year.

Neighborhood/Community Interests (if known):

None known.

Options:

1. Move to approve the Amendment to Interagency Agreement with the Department of Enterprise Services ("DES") for the City Hall Solar Project and authorize the Mayor to sign the contract and the City Manager to authorize project funding and sign any other required documents.
2. The most cost-effective and quickest method to complete the project is to use Energy Savings Performance Contracting Services through the exiting Agreement with DES.
3. Do not approve the Amendment. City staff does not have the necessary design experience and capacity to manage the project within the time given by Commerce to complete the project. The City would need to hire outside expertise, which would take additional time and money to complete the project by the June 30, 2015 grant deadline. This could result in having to repay grant funding to Commerce.

Financial Impact:

The City's required match for the Commerce grant is \$50,000. The funds will be appropriated from the City Hall Construction Fund. The estimated total project cost is \$233,070.

Attachment:

DES Ammendment



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
 PO Box 41476, Olympia, WA 98504-1476

May 15, 2014

TO: Debbie Sullivan, City of Olympia

FROM: Eddie Miller, Contracts Specialist, (360) 407-9363

RE: Contract No. 2013-228 H (2-1)
 City Hall Solar PV System

Ameresco, Inc.

SUBJECT: Funding Approval

The Department of Enterprise Services, E&AS, requires funding approval for the above referenced contract document. The amount required is as follows:

ESCO Contract Amount	\$	139,729.00
Sales Tax (8.8%)	\$	12,296.15
Contingency Amount (with Tax)	\$	<u>7,451.95</u>
Total	\$	159,477.10

In accordance with the provisions of RCW 43.88, the signature affixed below certifies to the Facilities Division, Engineering & Architectural Services that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project.

By _____ Date _____
 Name / Title

Please sign and return this form to E&AS. If you have any questions, please call me.



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
 PO Box 41476, Olympia, WA 98504-1476

May 15, 2014

TO: Debbie Sullivan, City of Olympia

FROM: Eddie Miller, Contracts Specialist, (360) 407-9363

RE: Agreement No. 2013-228 B (2)
 City Hall Solar PV System

Ameresco, Inc.

SUBJECT: Funding Approval

The Department of Enterprise Services, E&AS, requires funding approval for the above referenced contract document(s). The amount required is as follows:

Design and Implementation of Energy Conservation Measures	\$ 46,576.00
First Year Measurement & Verification	\$ 2,866.00
WSST Tax (8.8%)	\$ <u>4,350.90</u>
Total	\$ 53,792.90

In accordance with the provisions of RCW 43.88, the signature affixed below certifies to the Facilities Division, Engineering & Architectural Services that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project.

By _____ Date _____
 Name / Title

Please sign and return this form to E&AS. If you have any questions, please call me.

INTERAGENCY Amendment

Department of Enterprise Services

Date: May 15, 2014
Agreement No: 2010-ERG-572
Project No: 2013-228
Amendment No: 3

Interagency Agreement Between the Department of Enterprise Services and the City of Olympia

The parties to this Agreement, the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as "DES", and the City of Olympia, hereinafter referred to as the "CITY", hereby amend the Agreement as follows:

1. Statement of Work

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A-2" and Attachment "C-2", attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment "A-2" and Attachment "C-2".

The following projects, set forth in detail in previous Amendments as Attachments "D" and "D-1", and the current Amendment as Attachment "D-2" are hereby authorized:

1. 1 Energy Conservation Measures projects outlined in Quantum Engineering & Development, Inc., City of Olympia Energy Services Proposal dated December 4, 2009.
1. 2 EECBG Project as outlined in Quantum Engineering & Development, Inc., City of Olympia Energy Services Proposal dated December 4, 2009.
1. 3 Street Lighting Upgrades outlined in Ameresco Quantum, Inc., City of Olympia Energy Services Proposal dated March 22, 2013, and the latest revision dated April 12, 2013.
- 1.4 City Hall Solar PV System outlined in the Ameresco, Inc. Energy Services Proposal dated April 16, 2014.**

All future projects shall be authorized by Amendment to this Agreement

Attachment "A-1" Scope of Work Energy/Utility Conservation Projects Management Services is revised to Attachment "A-2" and Attachment "C-1" Scope of Work Energy/Utility Conservation Projects Monitoring Services is revised to Attachment "C-2" to update the Statewide Energy Performance Contracting Program Master Energy Services Agreement number from Agreement No. 2011-169 to Agreement No. 2013-133, attached hereto and incorporated herein by reference.

4. Consideration

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under Attachment "A-2" of this Agreement, the CITY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B-2".

If the CITY decides not to proceed with an Energy/Utility Conservation project that meets the CITY's cost effective criteria, then the CITY will be charged a Termination Fee per Attachment "B-2". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services proposal prepared by the Energy Services Company (ESCO).

If monitoring and verification services are requested by the CITY and provided by DES under Attachment "C-2" of this Agreement, the CITY will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CITY, after DES has reviewed, approved and sent the invoices to the CITY for payment.

4.1 Energy Project Management Fee for Energy Conservation Measures is \$59,900.00.

4.2 EECBG Project Management Fee is zero dollars.

4.3 Energy Project Management Fee for Street Lighting Upgrades is \$64,000.00.
Anticipated billing date for this Amendment is December 31, 2013.

4.4 Energy Project Management Fee for the work described in Section 1.4 is \$19,800.00. Anticipated billing date for this Amendment is March 1, 2015.

This Amendment also revises the Interagency Reimbursement Costs outlined in Attachment "B-1" of the Agreement to reflect the current DES project management fees. A new Attachment "B-2" is included with this Amendment.

The new total Agreement value is \$143,700.00.

All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

ATTACHMENT A-2

Scope of Work Energy/Utility Conservation Projects Management Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. **2013-133**

DES will provide the following project management services for each specific project for the CITY. Each individual project shall be authorized by Amendment to this Agreement.

1. Assist the CITY in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Negotiate scope of work and fee for ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with the ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review and approve the ESCO invoice vouchers for payment.
9. Assist with final project acceptance.
10. Provide other services as required to complete a successful energy performance contract.

ATTACHMENT B-2

Fee Schedule

2013-15 Interagency Reimbursement Costs for Project Management Fees to Administer Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION</u>
5,000,001.....6,000,000.....	\$66,000.....	25,700
4,000,001.....5,000,000.....	65,000.....	25,400
3,000,001.....4,000,000.....	64,000.....	25,000
2,000,001.....3,000,000.....	60,000.....	23,400
1,500,001.....2,000,000.....	56,000.....	21,800
1,000,001.....1,500,000.....	49,500.....	19,300
900,001..... 1,000,000.....	42,000.....	16,400
800,001.....900,000.....	39,600.....	15,400
700,001.....800,000.....	36,800.....	14,400
600,001.....700,000.....	35,000.....	13,700
500,001.....600,000.....	32,400.....	12,600
400,001.....500,000.....	29,000.....	11,300
300,001.....400,000.....	24,800.....	9,700
200,001.....300,000.....	19,800.....	7,700
100,001.....200,000.....	13,800.....	5,400
50,001.....100,000.....	7,500.....	3,500
20,001.....50,000.....	4,000.....	2,000
0.....20,000.....	2,000.....	1,000

The project management fee on projects over \$6,000,000 is 1.1% of the project cost. The maximum DES termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by DES's Energy Program.
2. Termination fees cover the selection and project management costs associated with managing the ESCO's investment grade audit and proposal that identifies cost effective conservation measures if the CITY decides not to proceed with the project through DES.
3. If the project meets the CITY's cost effectiveness criteria and the CITY decides not to move forward with a project, then the CITY will be invoiced per Attachment B Termination or \$25,700.00 whichever is less. If the CITY decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the CITY established Cost Effectiveness Criteria, then there is no cost to the CITY and no further obligation by the CITY.

ATTACHMENT C-2

Scope of Work Energy/Utility Conservation Projects Monitoring Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. **2013-133**

If requested DES will provide the following monitoring services for each specific project for the CITY.

1. Monitor actual energy use and dollar costs, compare with the ESCO's annual Measurement and Verification (M&V) report and any ESCO guarantee, resolve differences, if needed, and approve any vouchers for payment.
2. Monitor facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use which may impact energy savings.
3. Provide annual letter report describing the ESCO's performance, equipment performance and operation, energy savings and additional opportunities, if any, to reduce energy costs.

Attachment D-2

EXHIBIT 2013-228 A

ENERGY SERVICES PROPOSAL



For: City of Olympia
Olympia, Washington

By: Ameresco, Inc.
- Jason Prall, Project Manager
Ameresco Project Number 041-2014-01

April 16, 2014

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EXECUTIVE SUMMARY

A. SUMMARY & PROPOSED SERVICES

Ameresco is pleased to present this proposal for the implementation of energy conservation measures for City of Olympia.

This Proposal follows the outline contained in Section 2 of the Energy Services Agreement. It presents the contractual terms under which Ameresco, City of Olympia, and the Department of Enterprise Services Energy Program (DES Energy Program) will work together over the term of the project. This Proposal describes the scope, costs, guarantees, and other aspects of the project.

The services in this Proposal include design, construction, system verification, and Measurement and Verification (M&V) services for the first year. Although City of Olympia will operate and maintain the new equipment, Ameresco will provide important M&V services during the first year to help ensure the predicted savings are achieved. Ongoing M&V services are also offered for an additional cost, at the owner's request.

B. PROJECT DESCRIPTION

This project will install and commission a 25 kW solar photo-voltaic system with Washington-manufactured panels and inverters – ballasted and rack-mounted on the roof of City Hall. This solar photo-voltaic system will tie into the existing electrical system of City Hall. The scope of work includes design, engineering, materials, installation, testing, grid-tied connectivity, metering and operation guidelines. The system will include a linkable web-based monitoring system that will allow for easy public display access.

C. PROJECT BENEFITS

1. Financial Benefits

Table 1 shows project costs, estimated utility incentives, and savings related to this project. The guaranteed maximum project cost is \$196,020. Including sales tax and DES Energy Program project management fees, the total project cost is \$233,070.

All construction costs will be open book to the Owner, and any cost savings related to savings on the ESCO's (energy services company) labor and material costs will revert to the Owner at the end of the project.

The project will produce over \$2,451 annually in energy cost savings. The project produces a positive cash flow as shown on Table 2 Cash Flow in the second year of operation. This is based on City of Olympia providing a capital investment of \$50,000 and financing nothing.

2. Maintenance-related Benefits

There are no maintenance-related benefits factored into our analysis.

D. GUARANTEES

Ameresco guarantees that the project cost, related specifically to energy savings and the project scope, will not exceed the maximum price of \$196,020 (project cost before sales tax and DES Energy Program project management fee). Also, Ameresco is guaranteeing that the project will perform such that electrical savings will not be less than 21,238 kWh per year. This corresponds with 90% of the estimated energy savings.

E. CONCLUSION

This project represents an excellent opportunity for the City of Olympia to improve their facilities while saving energy. The project provides over \$230,000 in facility improvements. Ameresco looks forward to working with City of Olympia and DES Energy Program in making this project a success.

I. FACILITY DESCRIPTION

Building	Address	Sq. Ft.	Approx. Age	Building Occupancy Schedule
City Hall	601 4 th Ave E. Olympia, Wa 98501	88,740	2010	Mon – Fri 8 am – 5pm

A. CITY HALL

1. Building Description

The four-story building construction consists primarily of concrete foundations, walls and columns, structural steel, and glass windows and walls, and a two-tier flat roof.

II. ENERGY CONSERVATION MEASURES (ECMs) TO BE IMPLEMENTED

A. CITY HALL

1. General Conservation Measures

a) ECM-CH-M1

This measure will install and commission a 25 kw solar photo-voltaic system with Washington-manufactured Itek panels, Washington-manufactured inverters, ballasted and rack mounted on the City Hall roof. This solar photo-voltaic system will tie into the existing electrical system of the Olympia City Hall. The estimated production capacity of the 25 kW system is 23,598 kWh annually. The scope of work includes design, engineering, materials, labor installation, testing, grid-tied connectivity and operation guidelines. The system will include a linkable web-based monitoring system.

III. ESCO SERVICES

Ameresco will provide the following services:

1. **Energy Audit:** The energy audit is complete and is incorporated herein.
2. **Design Services:** Provide a detailed engineering design as needed to obtain Owner review and approval of the proposed system. Provide construction support services, start-up, and testing. Provide as-built drawings and relevant O&M manuals.
3. **Construction:** Provide, or cause to be provided, all material, labor, and equipment, including paying for permits, fees, bonds, and insurance, required for the complete and working installation of the ESCO equipment.

- a) The ESCO may perform portions of the construction work or may subcontract portions to qualified firms. In either case, the ESCO will share information regarding actual costs of the work with the Owner.
 - b) When the ESCO has completed the installation of the Equipment, including start-up and operation verification and training in accordance with the Proposal, the ESCO will provide to Owner a "Notice of Commencement of Energy Savings" and Owner shall have 10 days within which to accept the Notice.
 - c) At the conclusion of the last phase of the project, the ESCO will submit a "Notice of Substantial Completion" to the Owner.
4. Construction Management: Provide construction management services to coordinate and supervise the work. The Owner is expected to coordinate day-to-day communications with tenants and any scheduling of tenant relocations in and around occupied areas. The ESCO will provide construction superintendence of the work and will coordinate any impact upon building tenants with the Owner.
5. Operation training: The ESCO will provide on-going training for the building staff during construction.
6. Performance Maintenance: The ESCO will provide on-going measurement and verification to help ensure the predicted savings are achieved throughout the first year of the agreement. Specific tasks will include:
- a) Year One: Post installation Measurement and Verification (M&V) will be performed based on the International Performance Measurement and Verification Protocol (IPMVP) – Option A (Retrofit Isolation-Key Parameter Measurement), Section IX – Method of Calculating Energy Savings and Energy Cost Savings, and the following Measurement and Verification table:

ECM	Conservation Measure	IPMVP Option	Work to be Performed	Years to be Done	Work To Be Performed By
CH-M1	Install and commission a 25 kw solar photo-voltaic system with Washington-manufactured Itek panels, Washington-manufactured inverters, ballasted and rack mounted on the City Hall roof. This solar photo-voltaic system will tie into the existing electrical system of the Olympia City Hall. The estimated production capacity of the 25 kW system is 23,598 kWh annually. The scope of work includes design, engineering, materials, labor installation, testing, grid-tied connectivity and operation guidelines. The system will include a linkable web-based monitoring system.	A	Array DC power, AC power, plane of array irradiance, and back of the module temperature will be measured. Measured PV system power will then be corrected to Standard Test Conditions (1000 W/m ² , 25°C ambient temp), reduced by the annual degradation factor (identified by the module manufacturer, usually 1%), and compared to rated values.	1	Ameresco

- b) The ESCO will attend one annual meeting to review the Measurement & Verification results and reconcile energy savings.
7. Equipment Maintenance: The ESCO will provide no equipment maintenance or repairs after the warranty period. Following the completion of the installation and Owner acceptance of the Equipment, the Owner shall provide all necessary service, repairs, and adjustments to the Equipment so that the Equipment will perform in the manner and to the extent set forth in the Proposal. The ESCO shall have no obligation to service or maintain the Equipment after the warranty period.
8. Operation and Maintenance Procedures: None provided for existing equipment. Operation and maintenance manual will be provided for the installed equipment.

9. Warranty: The ESCO will warrant Equipment for one year following Notice of Substantial Completion.
10. Hazardous Waste: Should the project require removal or disposal of hazardous material, the ESCO may have the hazardous material or substances removed and disposed of at the request of the Owner. The ESCO will not assume ownership of the material, but may act on behalf of the Owner to properly remove and dispose of the material. The Owner shall pay the ESCO for the cost of such work. The Owner agrees and acknowledges that it has not relied on or employed the ESCO to analyze or identify the presence of any hazardous substance on the Owner's premises. The cost of hazardous material abatement and disposal is not included in this proposal with the exception of PCB ballasts.

IV. PROJECT COSTS

A. MAXIMUM PROJECT COST

The ESCO guarantees that the Maximum Project Cost will not exceed One Hundred Ninety Six Thousand Twenty Dollars and No Cents (\$196,020). This cost does not include sales tax, DES Energy Program project management fees, or continued measurement and verification charges. With sales tax, DES Energy Program project management fees, the Total Project Cost is Two Hundred Thirty Three Thousand Seventy Dollars and No Cents (\$233,070). The ESCO does not guarantee the value of sales tax or DES Energy Program project management fees.

B. PROJECT COST TABLE

PROJECT COSTS & ENERGY SAVINGS FOR SELECTED OPTIONS

PROJECT COSTS	Mech, Water, General	Lighting	Total Project Costs
Engineering Audit	\$ -	\$ -	\$ -
Estimated Labor and Material Cost	\$ 136,989	\$ -	\$ 136,989
M,W,G Design @ 10.0% of Labor & Material	\$ 13,699		\$ 13,699
Lighting Design @ 6.0% of Labor & Material		\$ -	\$ -
Construction Mgt @ 6.0% of Labor & Material	\$ 8,219	\$ -	\$ 8,219
Bonding @ 2.0% of Labor & Material	\$ 2,740	\$ -	\$ 2,740
ESCO Overhead and Profit @ 18.0% of Labor & Material	\$ 24,658	\$ -	\$ 24,658
1st Year of Ameresco M&V			\$ 2,866
Subtotal:	\$ 186,305	\$ -	\$ 189,171
Construction Contingency @ 5.0% of CC	\$ 6,849	\$ -	\$ 6,849
Subtotal - Maximum Project Cost:	\$ 193,154	\$ -	\$ 196,020
Est. Sales Tax @ 8.8% of Maximum Project Cost	\$ 16,998	\$ -	\$ 17,249.76
0 Additional Years of M&V - Ameresco (includes tax)			\$ -
1 Years of M&V - DES			\$ -
DES Project Management Fees			\$ 19,800
TOTAL PROJECT PRICE:	\$ 210,152	\$ -	\$ 233,070
Estimated Utility Incentive	\$ -	\$ -	\$ -
Commerce Grant Request			\$ 183,070
Estimated Client Net Cost (excluding add'l years M&V)			\$ 50,000
Client Initial Cash Payment of Non-State Dollars			\$ 50,000
Client Initial Cash Payment of State Dollars			\$ -
Amount to be Financed by Client:			\$ -
Year 1 Estimated Cash Flow:			\$ (415)
Year 1 Cash Flow Based on Guaranteed Energy Savings (90%):			\$ (660)

C. ITEMS INCLUDED IN MAXIMUM PROJECT COST

1. Maximum project costs include the following:
 - a) Engineering audit, including the cost for preparation of this proposal. This is a fixed fee.
 - b) Engineering design. This is a fixed fee.
 - c) Construction management services. This is a fixed fee.
 - d) Installation of the ESCO Equipment including the following costs:
 - (1) All costs paid by the ESCO for the installation of the ESCO Equipment. This includes costs paid to subcontractors or directly to ESCO personnel when related to installation or system verification of the ESCO Equipment.
 - (2) The portion of reasonable travel, lodging, and meals expenses of the ESCO or of its officers or employees incurred while traveling in discharge of duties connected with the Work.
 - (3) Cost of all equipment, materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.
 - (4) Cost or rental charges, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers which are consumed in the performance of the Work, and the cost less salvage value on such items used but not consumed which remain the property of the ESCO.
 - (5) Cost of premiums for all bonds and insurance, which the ESCO is required to purchase and maintain.
 - (6) Permit fees, royalties, and deposits lost for causes other than the ESCO's negligence.
 - (7) Losses and expenses not compensated by insurance or otherwise sustained by the ESCO in connection with the Work, provided they have resulted from causes other than the fault or neglect of the ESCO. Such losses shall include settlements made with the written consent and approval of the Owner. If, however, such loss requires reconstruction and the ESCO is placed in charge thereof, the ESCO shall be paid for its services a fee.
 - (8) Minor expenses such as copies, long distance telephone calls, telephone service at the site, express mail services, and similar petty cash items.
 - (9) Demolition cost and cost of removal of all debris.
 - (10) Costs incurred due to an emergency affecting the safety of persons and property.
 - (11) Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.
 - (12) The cost of construction financing including contingency and an allowance for Owner initiated scope improvements only if agreed to by the Owner and DES Energy Program in advance.
 - (13) Cost of equipment startup, training, system verification and balancing performed by the ESCO.
 - (14) Bonding, Liability Insurance, and Builder's Risk Insurance.

- (15) Overhead and Profit. This includes the ESCO's remuneration for compensation of personnel, expenses, risks related to the project, and profit. This is a fixed fee.
- (16) Metering equipment costs for any permanent metering or monitoring equipment left on site.
- (17) The ESCO shall provide a Schedule of Values at the end of construction bidding. The schedule of values will include all costs related to the installation of the ESCO equipment, excepting fixed fee items.

D. EXCLUSIONS

1. Maximum project costs do not include the following:
 - a) Modifications or upgrades to the electrical service or distribution systems beyond requirements for solar photo-voltaic tie-in.

E. CONSTRUCTION CONTINGENCY

A construction contingency of \$6,849 (not including sales tax) has been established for this project. The contingency is for items necessary to complete the original scope of work upon approval by the Owner and DES Energy Program. Such approval for the use of contingency funds for work in the original scope shall not be unreasonably withheld. The ESCO shall not be allowed to mark-up contingency funds expended for items included in the original scope of this project. The ESCO and Owner will jointly manage any contingency left after the project scope is completed. The ESCO shall be allowed to mark-up items beyond the original scope and approved by Owner. All unused construction contingency funds shall reduce the overall project cost to the Owner.

F. ONGOING SERVICES

Measurement and verification for the first year is included in the project fees. After the end of Year 1, the ESCO will present a proposal to the Owner for ongoing measurement and verification services for future years, at the owner's request. These services will verify energy savings and provide engineering assistance in maintaining the savings as described in Section III. The owner may cancel these services at any time. Such cancellation will also terminate the energy savings guarantee (Section XI).

G. ACCOUNTING RECORDS

The ESCO shall check all material, equipment, and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The accounting system shall be satisfactory to the Owner. The Owner shall be afforded access to all the ESCO's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three years, or for such longer period as may be required by law, after the final payment.

H. RECONCILIATION OF LABOR & MATERIAL COSTS

The financed amount is based on an estimate of Labor & Material costs. In recognition that actual Labor & Material costs may vary from the estimate, the following procedures are established to reconcile this difference:

- a) When actual Labor & Material costs exceed the estimated Labor & Material costs (plus contingency), the additional expense will be borne by the ESCO without affecting the Owner's payment.

- b) When actual Labor & Material costs are less than the estimated Labor & Material costs (plus Contingency), the remaining funds will be retained by the Owner.

V. STANDARDS OF COMFORT SERVICE

A. HVAC COMFORT

1. The heating and ventilating (HV) systems provided by the ESCO will provide comfort and indoor air quality in accordance with Exhibit 3. This standard will pertain only to buildings and areas of buildings in which the ESCO is installing new HVAC equipment that has direct control over space comfort conditions. HVAC comfort conditions cannot be guaranteed when operable windows are open. Standards for HVAC comforts are as follows:
 - a) Indoor Occupied Temperatures
 - (1) Winter Minimum – 70 Degrees F.
 - (2) Winter Maximum – 75 Degrees F.
 - (3) Summer Minimum - 70 Degrees F (where mechanical cooling is employed).
 - (4) Summer Maximum - 78 Degrees F (where mechanical cooling is employed).
 - b) Indoor Unoccupied Temperatures
 - (1) Minimum – 55 Degrees F.
 - (2) Maximum – 85 Degrees F.
 - c) Relative Humidity (where humidity control is provided).
 - (1) Minimum – 40%
 - (2) Maximum – 60%
 - d) Minimum outside air per occupant shall be in accordance with American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) standards and Washington State Mechanical Code.

B. ILLUMINATION LEVELS

1. The lighting and illumination levels for lighting systems provided by the ESCO will comply with Exhibit 3.

VI. BASELINE ENERGY CONSUMPTION

A. OVERALL RESOURCE USE

Fuel	Cost (\$)	Average Annual Consumption	Time Period	Utility Provider
Electricity (kWh)	\$87,561	1,112,411	2010-2013	PSE

VII. ESTIMATED ANNUAL SAVINGS AMOUNT AND UTILITY INCENTIVE

A. ELECTRICAL

The ESCO estimates that annual electrical costs will be reduced by \$2,451. This estimate is based on an annual consumption being reduced by 23,598 kWh.

VIII. METHOD OF CALCULATING ENERGY SAVINGS AND ENERGY COST SAVINGS

A. ENERGY AUDIT

The energy cost savings are calculated in Exhibit 1. These savings calculations have been reviewed and accepted by the DES Energy Program project management, the Owner and the ESCO.

B. CALCULATION OF SAVINGS

1. The Owner and ESCO agree that the energy savings exists if the ESCO equipment performs as described below (as measured per Section III.6):
 - a) Solar Photovoltaic System: The PV system performs properly when the measured power output, when corrected to standard test conditions and reduced by the warranted degradation factor, meets or exceeds 90% of the designed output.
2. The Owner and the ESCO agree that should the ESCO installed equipment not perform as outlined in Section IX.B.1, the ESCO shall pay the equivalent value of the guaranteed level of the calculated energy savings associated with the failed area. The Owner agrees to notify the ESCO by telephone within two working days of detecting any non-performing ESCO installed equipment with a follow-up in writing within three business days.
3. The ESCO shall have two weeks from notification to repair the ESCO equipment without reduction of savings.
4. Modifications to Baseline by Owner: The Owner shall maintain all existing facilities and installed equipment during the term of this contract at or above current maintenance levels. Owner agrees to maintain the energy efficiency of the systems installed.

IX. FINANCING

Project financing will be provided by the Owner.

X. ENERGY SAVINGS GUARANTEE

The ESCO guarantees that the equipment will perform as indicated in Section IX - Method of Calculating Energy Savings and Energy Cost Savings. This performance level is guaranteed for 1 year following the notice of commencement of savings (defined as Year 1), or for the duration of the monitoring and verification services, whichever is shorter. Based on this performance, and as indicated in Exhibit 1, electrical savings will not be less than 21,238 kWh per year. This corresponds with 90% of the estimated energy savings.

In the event that the guaranteed performance in Year 1, pursuant to Section IX – Method of Calculating Energy Savings and Energy Cost Savings, is less than the guaranteed minimum, the ESCO shall pay the Owner in accordance with Section IX.B.2.

XI. ESCO COMPENSATION

A. PAYMENTS

1. Owner agrees to make progress payments based on construction progress and one subsequent payment for retainage.
2. Retainage will be released within 45 days after receipt of all lien releases, L&I releases, and Revenue and Employment Security certificates and releases by Owner.

B. TAX INCENTIVES

1. Owner agrees to relinquish any and all tax credits and deductions associated with the project scope to the ESCO. This includes any tax deductions associated with the Federal Energy Policy Act of 2005.

XII. TERM OF AGREEMENT

Subject to the following sentence, the term of this Contract shall be 1 year beginning with the Notification of Commencement of Energy Savings. Nonetheless, the Contract shall be effective and binding upon the parties immediately upon its execution, and the period from contract execution until the Commencement Date shall be known as the "Interim Period." All energy savings achieved during the Interim Period will be fully credited to Customer and may be used to offset any loss of energy savings as mutually agreed to by the DES Energy Program manager, Owner, and the ESCO.

XIII. TERMINATION VALUE

Upon commencement of energy savings, Owner may at any time terminate this Agreement.

Any termination shall fully and finally terminate and extinguish all of the Owner's rights and all of the ESCO's obligations under this agreement.

XIV. PROJECT SCHEDULE

The ESCO will complete design work within 45 days of Notice to Proceed. Construction work will be substantially complete within 180 days of design acceptance. Final completion will be within 210 days of design acceptance.

XV. EXTENT OF SUBCONTRACTING

The ESCO may subcontract the energy audit, design, construction management, start-up, and training portions of this Contract to qualified firms at its sole discretion. Construction subcontracts will be awarded competitively.

The ESCO will endeavor to satisfy the MWBE goals of Washington State. The ESCO will not be required to meet these goals if the project budget is exceeded and cost effectiveness is impaired.

XVI. INSURANCE AND BONDING

1. The ESCO shall provide a payment and performance bond in accordance with Exhibit 3. Builders Risk Insurance will also be provided by the ESCO.
2. For the purposes of this Agreement, the "Sum Amount of Bond" shall be \$152,025. This amount does not include any construction contingencies.
3. The bond amount consists of the following:

(a)	Labor and Material and Bond Cost	\$139,729
(b)	Sales Tax	\$12,296
(c)	Bond Total	\$152,025

 - (2) Certificates of General Liability Insurance will be provided prior to Contract Signing. The State Of Washington shall be named as An Additional Insured on all insurance certificates.
4. The ESCO shall provide a payment and performance bond in the amount of 100% of the construction cost, as defined in the Energy Services Agreement Addendum. The amount shall include all authorized changes and state sales tax. The Bond shall be in the form attached to the Conditions of the Energy Services Agreement. The Contract listed on the bond form shall be the Addendum No. and Agreement No. which incorporates the work, and the "Contract Date" shall be the date of the Addendum. The full and just sum of the Bond shall be as defined above and shall include the actual cost of purchasing and installing the ESCO equipment, job superintendent, and state sales tax. The Bond shall specifically exclude coverage for those portions of the Energy Services Agreement and/or Energy Services Agreement Addendum pertaining to design services, energy cost savings guarantee, maintenance guarantee, utility incentives, efficiency guarantees, and any other clauses which do not relate specifically to construction management and supervision of work for purchasing and installing of the ESCO Equipment or for work to be accomplished by the Owner. The Bond shall be with a Surety or Bonding Company that is registered with the State of Washington Insurance Commissioner's Office.

XVII. RENEGOTIATION

Both parties recognize that during the project implementation, the DES Energy Program Manager, Owner, and the ESCO may mutually agree to various modifications and that the energy savings may change as a result. Further, local code officials may require unanticipated changes to the project scope. In either event, both parties shall negotiate in good faith to restructure the project to maintain the intent of this Agreement.

XVIII. EXHIBITS AND TABLES

Please see attached exhibits & tables

A. TABLE 1 FINANCIAL ANALYSIS

PROJECT COSTS & ENERGY SAVINGS FOR SELECTED OPTIONS

PROJECT COSTS	Mech, Water, General	Lighting	Total Project Costs
Engineering Audit	\$ -	\$ -	\$ -
Estimated Labor and Material Cost	\$ 136,989	\$ -	\$ 136,989
M,W,G Design @ 10.0% of Labor & Material	\$ 13,699	\$ -	\$ 13,699
Lighting Design @ 6.0% of Labor & Material	\$ -	\$ -	\$ -
Construction Mgt @ 6.0% of Labor & Material	\$ 8,219	\$ -	\$ 8,219
Bonding @ 2.0% of Labor & Material	\$ 2,740	\$ -	\$ 2,740
ESCO Overhead and Profit @ 18.0% of Labor & Material	\$ 24,658	\$ -	\$ 24,658
1st Year of Ameresco M&V			\$ 2,866
Subtotal:	\$ 186,305	\$ -	\$ 189,171
Construction Contingency @ 5.0% of CC	\$ 6,849	\$ -	\$ 6,849
Subtotal - Maximum Project Cost:	\$ 193,154	\$ -	\$ 196,020
Est. Sales Tax @ 8.8% of Maximum Project Cost	\$ 16,998	\$ -	\$ 17,249.76
0 Additional Years of M&V - Ameresco (includes tax)			\$ -
1 Years of M&V - DES			\$ -
DES Project Management Fees			\$ 19,800
TOTAL PROJECT PRICE:	\$ 210,152	\$ -	\$ 233,070
Estimated Utility Incentive	\$ -	\$ -	\$ -
Grant Request			\$ 183,070
Estimated Client Net Cost (excluding add'l years M&V)			\$ 50,000
Client Initial Cash Payment			\$ 50,000
			\$ -
Amount to be Financed by Client:			\$ -
Year 1 Estimated Cash Flow:			\$ (415)
Year 1 Cash Flow Based on Guaranteed Energy Savings (90%):			\$ (660)

ECONOMIC ASSUMPTIONS

Interest Rate :	3.00%
Financing Term:	10 years
Payments/year:	2
Est Annual Rate of Energy Increases:	1.50%
Savings Guarantee:	90%
NPV life:	10 years
Client Discount Rate:	2.0%
Reinvest Rate:	2.0%
Simple Payback Period Including Fees:	20.4
10 Yr Estimated Net Present Value	\$ (28,728)
10 Yr Estimated Modified Internal Rate of Return	-7%

ANNUAL ENERGY SAVINGS	Mechanical	Water	Lighting	General	Total
Electrical Savings (kWh)	0	0	0	23,598	23,598
Electrical Savings (kW)	0	0	0	0	0
Nat Gas Savings (Therms)	0	0	0	0	0
Oil (DESI)	0	0	0	0	0
Propane (DESI)	0	0	0	0	0
Water Savings (CCF)	0	0	0	0	0
\$ Saved	\$ -	\$ -	\$ -	\$ 2,451	\$ 2,451

B. TABLE 2 CASH FLOW

II. PROJECT CASH FLOW FOR SELECTED OPTIONS

Reference year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Year ending	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Mechanical, General, and Water savings	\$ -	\$ 2,451	\$ 2,488	\$ 2,525	\$ 2,563	\$ 2,602	\$ 2,641	\$ 2,680	\$ 2,720	\$ 2,761	\$ 2,803	\$ 2,845	\$ 2,887	\$ 2,931	\$ 2,975	\$ 3,019	\$ 3,064	\$ 3,110	\$ 3,157	\$ 3,204	\$ 3,253
Lighting Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lighting Maintenance Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Maintenance Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Savings	\$ -	\$ 2,451	\$ 2,488	\$ 2,525	\$ 2,563	\$ 2,602	\$ 2,641	\$ 2,680	\$ 2,720	\$ 2,761	\$ 2,803	\$ 2,845	\$ 2,887	\$ 2,931	\$ 2,975	\$ 3,019	\$ 3,064	\$ 3,110	\$ 3,157	\$ 3,204	\$ 3,253
Cumulative Savings	\$ -	\$ 2,451	\$ 4,939	\$ 7,464	\$ 10,027	\$ 12,629	\$ 15,269	\$ 17,950	\$ 20,670	\$ 23,431	\$ 26,234	\$ 29,078	\$ 31,966	\$ 34,896	\$ 37,871	\$ 40,890	\$ 43,954	\$ 47,065	\$ 50,222	\$ 53,428	\$ 56,679

PROJECT SAVINGS BASED ON GUARANTEED ENERGY SAVINGS (90)%

Year ending	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Mechanical, General, and Water savings	\$ -	\$ 2,206	\$ 2,239	\$ 2,273	\$ 2,307	\$ 2,341	\$ 2,377	\$ 2,412	\$ 2,446	\$ 2,485	\$ 2,522	\$ 2,560	\$ 2,599	\$ 2,638	\$ 2,677	\$ 2,717	\$ 2,758	\$ 2,799	\$ 2,841	\$ 2,884	\$ 2,927
Lighting Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lighting Maintenance Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Maintenance Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Savings	\$ -	\$ 2,206	\$ 2,239	\$ 2,273	\$ 2,307	\$ 2,341	\$ 2,377	\$ 2,412	\$ 2,446	\$ 2,485	\$ 2,522	\$ 2,560	\$ 2,599	\$ 2,638	\$ 2,677	\$ 2,717	\$ 2,758	\$ 2,799	\$ 2,841	\$ 2,884	\$ 2,927
Cumulative Savings	\$ -	\$ 2,206	\$ 4,445	\$ 6,718	\$ 9,025	\$ 11,366	\$ 13,742	\$ 16,155	\$ 18,603	\$ 21,098	\$ 23,610	\$ 26,170	\$ 28,769	\$ 31,407	\$ 34,084	\$ 36,801	\$ 39,559	\$ 42,358	\$ 45,200	\$ 48,084	\$ 51,011

ANNUAL PROJECT COSTS

Year ending	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Cash Payment	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Financing Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amersco Measurement and Verification	\$ -	\$ 2,866	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DES Measurement and Verification	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Costs to Client	\$ 50,000	\$ 2,866	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

NET ANNUAL CASH FLOW WHEN FINANCING PROJECT:

Year ending	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	
Cash Flow from Estimated Energy Savings (with inflation) Cumulative	\$ (50,000)	\$ (415)	\$ 2,488	\$ 2,525	\$ 2,563	\$ 2,602	\$ 2,641	\$ 2,680	\$ 2,720	\$ 2,761	\$ 2,803	\$ 2,845	\$ 2,887	\$ 2,931	\$ 2,975	\$ 3,019	\$ 3,064	\$ 3,110	\$ 3,157	\$ 3,204	\$ 3,253	
Cash Flow from Guaranteed Energy Savings (with inflation) Cumulative	\$ (50,000)	\$ (50,415)	\$ (47,927)	\$ (45,402)	\$ (42,839)	\$ (40,237)	\$ (37,597)	\$ (34,916)	\$ (32,196)	\$ (29,435)	\$ (26,632)	\$ (23,788)	\$ (20,900)	\$ (17,970)	\$ (14,995)	\$ (11,976)	\$ (8,912)	\$ (5,801)	\$ (2,644)	\$ 560	\$ 3,813	
Cash Flow from Guaranteed Energy Savings (with inflation) Cumulative	\$ (50,000)	\$ (60)	\$ 2,239	\$ 2,273	\$ 2,307	\$ 2,341	\$ 2,377	\$ 2,412	\$ 2,446	\$ 2,485	\$ 2,522	\$ 2,560	\$ 2,599	\$ 2,638	\$ 2,677	\$ 2,717	\$ 2,758	\$ 2,799	\$ 2,841	\$ 2,884	\$ 2,927	
Cash Flow from Guaranteed Energy Savings (with inflation) Cumulative	\$ (50,000)	\$ (48,421)	\$ (46,421)	\$ (44,448)	\$ (42,484)	\$ (40,530)	\$ (38,594)	\$ (36,675)	\$ (34,781)	\$ (32,911)	\$ (31,073)	\$ (29,266)	\$ (27,490)	\$ (25,744)	\$ (24,028)	\$ (22,351)	\$ (20,713)	\$ (19,114)	\$ (17,553)	\$ (16,030)	\$ (4,742)	\$ (11,852)

C. TABLE 3 FULL LIST OF MEASURES

ECM #	Conservation Measure	Baseline			Proposed			Financials				
		Current Annual Use - Electrical Consume (kWh)	Current Demand (kW)	Current Electric Cost (\$)	Future Total Annual Use - Electric Consume (kWh)	Future Demand (kW)	Future Electric Cost (\$)	Future Total Cost (\$)	Labor/Mat'l Cost (\$)	Utility Incentive (\$)	Final Labor/Mat'l Cost (\$)	Simple Payback
CH-M1	<p>Mechanical Conservation Measures install and commission a 25 kw solar photo-voltaic system with Washington-manufactured Itek panels, Washington-manufactured inverters, ballasted and rack mounted on the City Hall roof. This solar photo-voltaic system will tie into the existing electrical system of the Olympia City Hall. The estimated production capacity of the 25 kW system is 23,598 kWh annually. The scope of work includes design, engineering, materials, labor installation, testing, grid-tied connectivity and operation guidelines. The system will include a linkable web-based monitoring system.</p> <p>City Hall</p>				(23,598)		-\$ (2,451)	-\$ (2,451)	\$ 136,989	\$ -	\$ 136,989	55.89

D. TABLE 4 SELECTED MEASURES

ECM #	Conservation Measure	Baseline			Proposed			Financials				
		Current Annual Use - Electrical Consume (kWh)	Current Demand (kW)	Current Electric Cost (\$)	Future Total Annual Use - Electric Consume (kWh)	Future Demand (kW)	Future Electric Cost (\$)	Future Total Cost (\$)	Labor/Mat'l Cost (\$)	Utility Incentive (\$)	Final Labor/Mat'l Cost (\$)	Simple Payback
CH-M1	<p>Mechanical Conservation Measures install and commission a 25 kw solar photo-voltaic system with Washington-manufactured Itek panels, Washington-manufactured inverters, ballasted and rack mounted on the City Hall roof. This solar photo-voltaic system will tie into the existing electrical system of the Olympia City Hall. The estimated production capacity of the 25 kW system is 23,598 kWh annually. The scope of work includes design, engineering, materials, labor installation, testing, grid-tied connectivity and operation guidelines. The system will include a linkable web-based monitoring system.</p> <p>City Hall</p>				(23,598)		-\$ (2,451)	-\$ (2,451)	\$ 136,989	\$ -	\$ 136,989	55.89

EXHIBIT 1 Bond Form (Incorporated herein (AIA A312))

EXHIBIT 2 Energy Services Agreement (Incorporated herein)



City of Olympia

City Council

Approval of Bid Award for the Black Lake Sewer Lift Station Replacement project

Agenda Date: 7/8/2014
Agenda Item Number: 4.F
File Number:14-0614

Type: decision **Version:** 1 **Status:** Consent Calendar

Title

Approval of Bid Award for the Black Lake Sewer Lift Station Replacement project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to award the construction contract for the Black Lake Sewer Lift Station Replacement project to the lowest responsive, responsible bidder, Wiseman Utilities, Inc., in the amount of \$728,643.39, authorizing the City Manager to execute all documents necessary to proceed.

Report

Issue:

Whether to confirm staff's recommendation to award the Black Lake Sewer Lift Station Replacement project to Wiseman Utilities, Inc., as the lowest responsive, responsive bidder.

Staff Contact:

Tim Richardson, P.E., Project Manager, Public Works Engineering, 360.753.8749

Presenter(s):

None - Consent Calendar item.

Background and Analysis:

The Black Lake Sewer Lift Station, built nearly 50 years ago, serves over 350 City of Olympia sewer customers. The facility cannot meet the current demand during rainy weather and it won't be able to accommodate future development. In 2012, the City evaluated the lift station and sewer pipes that serve this area to determine the best approach to increase the capacity of the lift station and sewer pipeline. In 2013, the City installed approximately 2,200 feet of new 8-inch pipe along Black Lake Boulevard. This year, the City will install a new sewer lift station and connect it to the pipeline constructed last year. These improvements will add capacity to serve an additional 87 acres of currently undeveloped land as well as improve the ability to handle additional flow when it rains.

This project will install a sanitary sewer lift station at 2421 Black Lake Boulevard, an electrical control

cabinet, and a standby generator. Crews will connect the new pipe to the sewer system near the intersection of Black Lake Boulevard and 21st Avenue/RW Johnson Boulevard (see attachment - project map).

Construction is anticipated to begin in August and be complete by December.

The City received five (5) bids. The bid proposal from the lowest bidder, Wiseman Utilities, Inc., meets all bidder responsibility criteria. Their bid of \$728,643.39 is 23% above the engineer's estimate of \$593,098.18 (See Attachment - Bid Tabulation). Higher bids appear to be due to improvements in the economy, creating a more favorable bidding climate for contractors than the last several years.

Surplus funds from a previous wastewater project will be used to cover the higher than anticipated cost of the project.

Neighborhood/Community Interests (if known):

This project will increase capacity of the Black Lake Boulevard sewer system and significantly reduce the risk of sewer overflowing onto the ground.

The majority of construction activity will take place off the road, minimizing impacts to traffic flow. For a few days, during the pipe connection, traffic delays will occur at the intersection of Black Lake Boulevard and 21st Avenue/RW Johnson Boulevard. Flaggers will direct traffic through the construction zone during this period.

City staff will inform the public of the construction project, schedule, and any impacts to traffic or City service via Twitter, Facebook, and the Construction News webpage.

Options:

1. Award the contract for the Black Lake Sewer Lift Station Replacement project to the lowest responsive, responsible bidder, Wiseman Utilities, Inc., in the amount of \$728,643.39, and authorize the City Manager to execute all documents necessary to proceed.
 - Project proceeds as planned.
 - Potential for overflows due to wet weather conditions will be minimized.
 - City delivers on its commitment to construct the project this year.

2. Reject all bids and request that staff rebid the project. The existing facility is not able to meet capacity demands during the rainy season or for future development, which means there is a risk of overflow and a sewer spill.

Delaying construction:

- Increases the risk of sewer overflows,
- Delays potential development of nearby property,
- Increases potential for increased cost due to re-bidding.

Financial Impact:

Below is an estimate of the project costs. This project was identified as a priority in the Capital

Facilities Plan and is being funded by Wastewater Utility rates. The City has sufficient funds to complete this project.

Project Costs:

Lowest responsive, responsible bidder:	\$ 728,644
Contingency to Award (10%):	\$ 72,864
Pre-purchased packaged sanitary sewer lift station (includes contingency):	\$ 172,117
Engineering - Design, Construction, Inspection, Survey:	\$ 275,000
Permits/Right of Way/Consultants/Other Fees:	<u>\$ 101,375</u>

TOTAL PROJECT COSTS: \$ 1,350,000

Attachments:

1. Project Map
2. Bid Tabulation



BID TABULATIONS

Project Name: Black Lake Sewer Lift Station Replacement
 Project No. : 1216Q
 Bid Opening Date: 6/18/2014

**SCHEDULE A
 OPINION OF PROBABLE
 CONSTRUCTION COSTS**

BID #1
Wiseman Utilities, Inc.
 417 101st Ave SW
 Olympia, WA 98512

BID #2
NOVA Contracting, Inc.
 10615 Delphi Rd. SW
 Olympia, WA 98512

Item Number	Schedule Item	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	104-010	Minor Change	EST	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
2	105-000	Record Drawings (Min. Bid \$500.00)	LS	1	\$ 500.00	\$ 500.00	\$ 509.00	\$ 509.00	\$ 500.00	\$ 500.00
3	107-100	SPCC Plan	LS	1	\$ 750.00	\$ 750.00	\$ 509.00	\$ 509.00	\$ 600.00	\$ 600.00
4	109-010	Mobilization	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 84,846.00	\$ 84,846.00	\$ 60,000.00	\$ 60,000.00
5	110-030	Flaggers and Spotters	HR	800	\$ 42.00	\$ 33,600.00	\$ 36.00	\$ 28,800.00	\$ 34.00	\$ 27,200.00
6	110-120	Project Temporary Traffic Control	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 7,628.00	\$ 7,628.00	\$ 2,000.00	\$ 2,000.00
7	201-040	Clearing and Grubbing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 12,713.00	\$ 12,713.00	\$ 4,000.00	\$ 4,000.00
8	202-000	Removal of Structure and Obstruction	LS	1	\$ 2,800.00	\$ 2,800.00	\$ 13,730.00	\$ 13,730.00	\$ 4,000.00	\$ 4,000.00
9	202-020	Asbestos Cement Pipe Abandonment	LF	1850	\$ 3.50	\$ 6,475.00	\$ 5.00	\$ 9,250.00	\$ 4.00	\$ 7,400.00
10	209-200	Trench Safety System	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 25,425.00	\$ 25,425.00	\$ 160,000.00	\$ 160,000.00
11	404-000	Crushed Surfacing Top Course	TN	40	\$ 20.00	\$ 800.00	\$ 15.00	\$ 600.00	\$ 60.00	\$ 2,400.00
12	404-010	Crushed Surfacing Base Course	TN	150	\$ 15.00	\$ 2,250.00	\$ 15.00	\$ 2,250.00	\$ 50.00	\$ 7,500.00
13	505-020	Concrete Base Slab	SF	730	\$ 30.00	\$ 21,900.00	\$ 25.00	\$ 18,250.00	\$ 30.00	\$ 21,900.00
14	705-250	Connection to Existing Manhole	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 6,712.00	\$ 6,712.00	\$ 6,000.00	\$ 6,000.00
15	705-520	Adjust Manhole	EA	1	\$ 500.00	\$ 500.00	\$ 783.00	\$ 783.00	\$ 2,000.00	\$ 2,000.00
16	708-011	Bank Run Gravel for Trench Backfill	TN	1200	\$ 9.00	\$ 10,800.00	\$ 13.00	\$ 15,600.00	\$ 10.00	\$ 12,000.00
17	708-030	Dewatering	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 7,628.00	\$ 7,628.00	\$ 20,000.00	\$ 20,000.00
18	708-040	Temporary Bypass Pumping	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 15,255.00	\$ 15,255.00	\$ 10,000.00	\$ 10,000.00
19	715-020	Service Connection 1 In. Diam.	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 14,747.00	\$ 14,747.00	\$ 2,000.00	\$ 2,000.00
20	717-165	Connect to Existing Pipe - Sanitary Force Main	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 26,951.00	\$ 26,951.00	\$ 6,000.00	\$ 6,000.00
21	801-145	Erosion/Water Pollution Control	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,746.00	\$ 2,746.00	\$ 600.00	\$ 600.00
22	802-995	Property Restoration	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,865.00	\$ 3,865.00	\$ 900.00	\$ 900.00
23	804-000	Cement Conc. Traffic Curb	LF	72	\$ 30.00	\$ 2,160.00	\$ 36.00	\$ 2,592.00	\$ 30.00	\$ 2,160.00
24	812-004	Chain Link Fence Type 1	LF	100	\$ 28.00	\$ 2,800.00	\$ 102.00	\$ 10,200.00	\$ 100.00	\$ 10,000.00
25	812-520	Coated Security Cantilever Slide Gate	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 7,628.00	\$ 15,256.00	\$ 4,000.00	\$ 8,000.00
26	898-030	Electrical Power, Controls and Telemetry System	LS	1	\$ 247,792.00	\$ 247,792.00	\$ 193,535.00	\$ 193,535.00	\$ 180,000.00	\$ 180,000.00
27	898-050	Sewage Pumping System	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 76,275.00	\$ 76,275.00	\$ 55,000.00	\$ 55,000.00
28	898-060	Wet Well System	LS	1	\$ 28,000.00	\$ 28,000.00	\$ 63,054.00	\$ 63,054.00	\$ 51,000.00	\$ 51,000.00
SUB-TOTAL						\$ 545,127.00		\$ 669,709.00		\$ 673,160.00
Tax @ 8.8%						\$ 47,971.18		\$ 58,934.39		\$ 59,238.08
TOTAL BID						\$ 593,098.18		\$ 728,643.39		\$ 732,398.08

These bid results are for Contractors information only. These results will undergo further review by the City of Olympia in determination of award to the lowest responsive and responsible bidder.



BID TABULATIONS

Project Name: Black Lake Sewer Lift Station Replacement
 Project No. : 1216Q
 Bid Opening Date: 6/18/2014

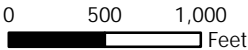
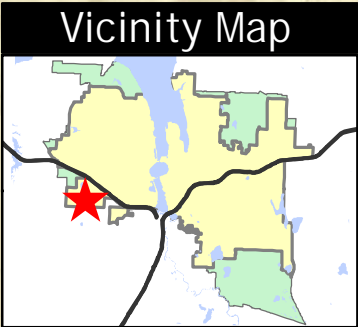
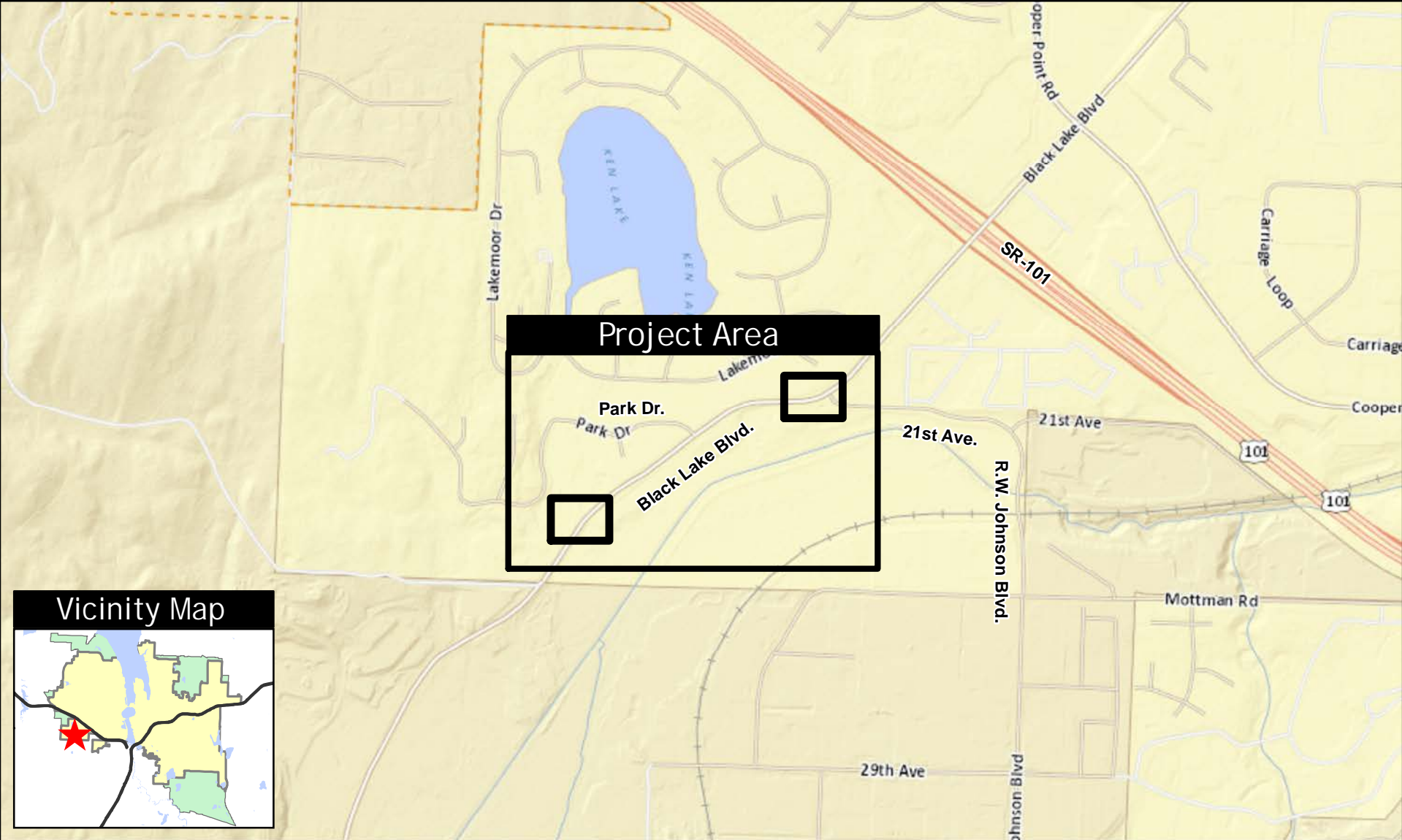
**SCHEDULE A
 OPINION OF PROBABLE
 CONSTRUCTION COSTS**

BID #3	BID #4	BID #5
Award Construction, Inc. 980 Willeys Lake Rd Ferndale, WA 98248	Rognlins, Inc. 321 W State St Aberdeen, WA 98520	WHH Nisqually Federal Services, LLC 1423 East 29th Street, Suite 431 Tacoma, WA 98404

Item Number	Schedule Item	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	104-010	Minor Change	EST	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
2	105-000	Record Drawings (Min. Bid \$500.00)	LS	1	\$ 500.00	\$ 500.00	\$ 700.00	\$ 700.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
3	107-100	SPCC Plan	LS	1	\$ 750.00	\$ 750.00	\$ 650.00	\$ 650.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
4	109-010	Mobilization	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 46,500.00	\$ 46,500.00	\$ 70,320.00	\$ 70,320.00	\$ 91,500.00	\$ 91,500.00
5	110-030	Flaggers and Spotters	HR	800	\$ 42.00	\$ 33,600.00	\$ 46.00	\$ 36,800.00	\$ 50.00	\$ 40,000.00	\$ 51.00	\$ 40,800.00
6	110-120	Project Temporary Traffic Control	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 7,200.00	\$ 7,200.00	\$ 5,000.00	\$ 5,000.00	\$ 13,000.00	\$ 13,000.00
7	201-040	Clearing and Grubbing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00
8	202-000	Removal of Structure and Obstruction	LS	1	\$ 2,800.00	\$ 2,800.00	\$ 6,800.00	\$ 6,800.00	\$ 15,000.00	\$ 15,000.00	\$ 7,000.00	\$ 7,000.00
9	202-020	Asbestos Cement Pipe Abandonment	LF	1850	\$ 3.50	\$ 6,475.00	\$ 10.00	\$ 18,500.00	\$ 10.00	\$ 18,500.00	\$ 9.00	\$ 16,650.00
10	209-200	Trench Safety System	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 51,000.00	\$ 51,000.00	\$ 60,000.00	\$ 60,000.00	\$ 199,000.00	\$ 199,000.00
11	404-000	Crushed Surfacing Top Course	TN	40	\$ 20.00	\$ 800.00	\$ 46.75	\$ 1,870.00	\$ 30.00	\$ 1,200.00	\$ 68.00	\$ 2,720.00
12	404-010	Crushed Surfacing Base Course	TN	150	\$ 15.00	\$ 2,250.00	\$ 35.00	\$ 5,250.00	\$ 30.00	\$ 4,500.00	\$ 72.00	\$ 10,800.00
13	505-020	Concrete Base Slab	SF	730	\$ 30.00	\$ 21,900.00	\$ 14.50	\$ 10,585.00	\$ 20.00	\$ 14,600.00	\$ 14.00	\$ 10,220.00
14	705-250	Connection to Existing Manhole	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00	\$ 15,000.00	\$ 15,000.00	\$ 800.00	\$ 800.00
15	705-520	Adjust Manhole	EA	1	\$ 500.00	\$ 500.00	\$ 550.00	\$ 550.00	\$ 1,500.00	\$ 1,500.00	\$ 800.00	\$ 800.00
16	708-011	Bank Run Gravel for Trench Backfill	TN	1200	\$ 9.00	\$ 10,800.00	\$ 29.50	\$ 35,400.00	\$ 20.00	\$ 24,000.00	\$ 29.00	\$ 34,800.00
17	708-030	Dewatering	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 34,000.00	\$ 34,000.00	\$ 15,000.00	\$ 15,000.00	\$ 53,000.00	\$ 53,000.00
18	708-040	Temporary Bypass Pumping	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 28,000.00	\$ 28,000.00
19	715-020	Service Connection 1 In. Diam.	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00	\$ 12,500.00	\$ 12,500.00	\$ 7,000.00	\$ 7,000.00
20	717-165	Connect to Existing Pipe - Sanitary Force Main	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 3,900.00	\$ 3,900.00	\$ 8,000.00	\$ 8,000.00	\$ 9,600.00	\$ 9,600.00
21	801-145	Erosion/Water Pollution Control	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 3,800.00	\$ 3,800.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00
22	802-995	Property Restoration	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 12,500.00	\$ 12,500.00	\$ 4,000.00	\$ 4,000.00
23	804-000	Cement Conc. Traffic Curb	LF	72	\$ 30.00	\$ 2,160.00	\$ 41.50	\$ 2,988.00	\$ 40.00	\$ 2,880.00	\$ 40.00	\$ 2,880.00
24	812-004	Chain Link Fence Type 1	LF	100	\$ 28.00	\$ 2,800.00	\$ 79.00	\$ 7,900.00	\$ 100.00	\$ 10,000.00	\$ 107.00	\$ 10,700.00
25	812-520	Coated Security Cantilever Slide Gate	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 3,500.00	\$ 7,000.00	\$ 5,000.00	\$ 10,000.00	\$ 4,000.00	\$ 8,000.00
26	898-030	Electrical Power, Controls and Telemetry System	LS	1	\$ 247,792.00	\$ 247,792.00	\$ 203,500.00	\$ 203,500.00	\$ 215,000.00	\$ 215,000.00	\$ 199,000.00	\$ 199,000.00
27	898-050	Sewage Pumping System	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 114,000.00	\$ 114,000.00	\$ 115,000.00	\$ 115,000.00	\$ 84,000.00	\$ 84,000.00
28	898-060	Wet Well System	LS	1	\$ 28,000.00	\$ 28,000.00	\$ 34,500.00	\$ 34,500.00	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ 60,000.00
SUB-TOTAL						\$ 545,127.00	\$ 687,893.00		\$ 765,000.00		\$ 916,770.00	
Tax @ 8.8%						\$ 47,971.18	\$ 60,534.58		\$ 67,320.00		\$ 80,675.76	
TOTAL BID						\$ 593,098.18	\$ 748,427.58		\$ 832,320.00		\$ 997,445.76	

These bid results are for Contractors information only. These results will undergo further review by the City of Olympia in determination of award to the lowest responsive and responsible bidder.

Black Lake Sewer Lift Station Replacement



June 9, 2014
Tim Richardson, Project Manager
360.753.8749
trichard@ci.olympia.wa.us

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and/or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.



City of Olympia

City Council

Approval to Apply for 2014 City Safety Program Grant

Agenda Date: 7/8/2014
Agenda Item Number: 4.G
File Number:14-0631

Type: decision **Version:** 1 **Status:** Consent Calendar

Title

Approval to Apply for 2014 City Safety Program Grant

Recommended Action

Committee Recommendation:

Bicycle and Pedestrian Advisory Committee (BPAC) was informed of the upcoming grant application at its June 25 meeting and had no additional comments.

City Manager Recommendation:

Move to approve and authorize staff to apply for a project in the 2014 City Safety Program. If the City receives grant funding, authorize the City Manager to sign the necessary documents allowing the City to spend the grant funds.

Report

Issue:

Whether to authorize staff to apply for the 2014 City Safety Program grant.

Staff Contact:

Randy Wesselman, Public Works Transportation, 360.753.8477

Presenter(s):

None. Consent item.

Background and Analysis:

Each year, staff looks for federal and state grant opportunities to make City dollars go further to complete priority projects in the *Capital Facilities Plan* (CFP).

The purpose of the *City Safety Program* is to reduce fatal and serious injury collisions by constructing infrastructure safety improvements. To be eligible for these funds the City must address at least one fatal or serious injury collision from 2008-2012.

The Program has two focus areas:

1. Spot Location Program, \$25 million is available for projects statewide (projects at

- intersections, mid-block locations, or on corridors).
2. Systematic Program, \$12 Million is available for projects statewide (low-cost, widespread, risk-based projects in the entire city or over wide areas in the city). Maximum of \$1 Million available per agency.

Staff proposes to submit an application for funding under the Spot Location Program. The *Pacific Avenue Pedestrian Crossing Improvements* project would install:

- Pedestrian activated flashing beacons;
- Crosswalks;
- Signing; and
- Curb access ramps.

These improvements would be installed at the intersections of Pacific Avenue and Devoe Street, and Pacific Avenue and Lansdale Road.

Neighborhood/Community Interests (if known):

The pedestrian crossing improvements on Pacific Avenue at Devoe Street and Lansdale Road are identified in the City's *Pedestrian Crossing Improvement Program* and are included in the *2014-2019 Capital Facilities Plan*. Several public requests have been made for pedestrian crossing improvements at these intersections.

Options:

1. Move to approve and authorize staff to apply for a project in the 2014 City Safety Program. If the City receives grant funding, authorize the City Manager to sign the necessary documents allowing the City to spend the grant funds. Receiving these grant funds would advance priority pedestrian crossing improvement projects identified in the City's *Pedestrian Crossing Improvement Program*. Preparation of the grant application requires staff time with no assurance of receiving the grant.
2. Provide guidance on other projects to submit for the 2014 City Safety Program grant. This will advance other transportation safety needs. Preparation of the grant application requires staff time with no assurance of receiving the grant.
3. Direct staff not to apply for grants funds in the 2014 City Safety Program. The City's ability to address identified transportation safety needs is slowed. This requires no staff time to complete the grant application.

Financial Impact:

This is a preliminary cost estimate and will be updated for the grant application.

Pacific Avenue Pedestrian Crossing Improvements	Grant Request:	\$148,500
	Match (10%):	<u>\$ 16,500</u>
	Project Total:	\$165,000



City of Olympia

City Council

Approval of Interlocal Agreement between the City of Olympia and Bates Technical College

Agenda Date: 7/8/2014
Agenda Item Number: 4.H
File Number:14-0650

Type: contract **Version:** 1 **Status:** Consent Calendar

Title

Approval of Interlocal Agreement between the City of Olympia and Bates Technical College

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve for the Mayor's signature the agreement between the City of Olympia and Bates Technical College for Training in 2014.

Report

Issue:

Bates Technical College utilizes the Fire Training Center facility and pays the City of Olympia for that usage. The contract that was in place for the exchange of services expired on 12/31/13. This contract re-establishes that agreement, covers activities that have taken place since the beginning of the year and subsequent activities moving forward in 2014.

Staff Contact:

Greg Wright, Deputy Fire Chief, 360.753.8466

Presenter(s):

Greg Wright, Deputy Fire Chief

Background and Analysis:

Bates utilizes the Fire Training Center facility and pays the City of Olympia for that usage. The contract that was in place for the exchange of services expired on 12/31/14, neither party realized the agreement had expired. Bates continued to interact with the City of Olympia after the end of the contract. When it became time to make payments, the oversight was uncovered. Several pending financial transactions were held up by this oversight.

The Term of the agreement you are being asked to approve has been modified to read, "this agreement will commence upon final signature and terminate on 9/30/2014 or upon completion of a superseding document", and "the parties mutually agree that any and all activities covered in this

agreement that have taken place since 1/1/2014 shall be covered by this agreement.”

The contract is unchanged from the agreement that expired in 2013, other than this language regarding the Term (as detailed above), no other language of a substantive nature has been added.

Both parties have undertaken the project of creating a superseding agreement that will prevent this from happening again.

Neighborhood/Community Interests (if known):

N/A

Options:

Approve for the Mayor's signature the agreement between the City of Olympia and Bates Technical College for Training in 2014.

Financial Impact:

Per the Agreement, Bates pays the City a rental fee of \$72.50 per hour plus tax.

Approving this agreement allows activities that have already taken place to be financially resolved. Approving this agreement allows for continued use of the Fire Training Center by Bates until a superseding document can be completed. The use of the Fire Training Facility by Bates is a component of the Fire Department's Fire Training Facility Business Plan.

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF OLYMPIA AND BATES TECHNICAL COLLEGE**

THIS AGREEMENT is entered into this by and between Bates Technical College, hereinafter referred to as "Bates," and the City of Olympia, hereinafter referred to as "the City."

RECITALS

- a. Pursuant to authority under RCW Chapters 39.34, 28B.50, and 41.08, and the City of Olympia Fire Department, the City and Bates desire to enter into an agreement for the purpose of using the City's Command Training Center, hereinafter referred to as "the Training Center," for student training by Bates.
- b. Bates will utilize the Training Center for the purposes of providing related training and courses at mutually agreeable times and dates.
- c. Bates will pay the City a facility rental fee for the appropriate number of hours for the applicable course at the agreed upon rate of \$72.50 per hour plus tax.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. TERM. This Agreement shall commence upon final signature, and terminate on 9-30-2014 or upon completion of a superseding agreement.

The Parties mutually agree that any and all activities covered in this agreement that have taken place since 1-1-2014 shall be covered by this agreement.

The Parties may mutually agree in writing to extend this Agreement for an additional one year period.

2. COMPENSATION AND METHOD OF PAYMENT.

- A. The City shall invoice Bates on a quarterly basis for the appropriate number of hours the Training Center was used at the rate of \$72.50 per hour. Bates shall pay the City thirty (30) days after receipt of such invoice.
- B. Prior to each calendar year, the City will consider a facility rental fee increase based upon business costs. Any rental fee increase shall be agreed upon in writing by the parties

3. TERMINATION. This Agreement may be terminated by either party with sixty (60) days written notice to the administrative officers, as provided in Section 15 herein.

4. GOVERNANCE. This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules.
 - b. Duties of the parties.
 - c. Any other provisions of this Agreement, including material incorporated by reference.
5. ASSIGNMENT. This Agreement shall not be assigned in whole or in part by the City or Bates without prior written approval of both parties.
6. MODIFICATION. This Agreement may be modified or amended from time to time upon the mutual written consent of both parties. A copy of such written consent shall be appended to this Agreement and by this reference incorporated herein.
7. EQUAL OPPORTUNITY EMPLOYER.
- a. In all services, programs or activities provided by Bates, and all hiring and employment by Bates made possible by or resulting from this Agreement, there shall be no discrimination by Bates or by Bates' employees, agents, subcontractors or representative against any person because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, veteran status, sexual orientation or the presence of any disability, including sensory, mental or physical handicaps; provided -however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position. This requirement shall apply, but not be limited to, the following: employment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Bates shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights act of 1964, the Americans with Disabilities Act Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non- discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of Bates' breach, may result in ineligibility for further City agreements.
 - b. In the event of Bates' noncompliance or refusal to comply with the above nondiscrimination requirements, this Contract may be rescinded, canceled, or terminated in whole or in part, and Bates may be declared ineligible for further contracting with the City. Bates shall, however, be given a reasonable time in which to correct this noncompliance.
 - c. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Bates must complete and return the Statement of Compliance with Non-Discrimination attached as Exhibit A.
8. LIABILITY AND INDEMNIFICATION. The parties agree that with respect to any claim, cause or action or suit arising out of the activities described in this Agreement, each party shall be liable only for the acts or omissions of its agents, officers and employees. Each party shall indemnify the

other for claims by third parties arising out of the negligence of the inventor's officers, agents, and employees acting in the scope of their duties. In the event of allegations of concurrent negligence, each party will bear its own defense costs and its proportionate share of liability based on its percentage of negligence causing the liability.

9. DISPUTE RESOLUTION. The parties shall first attempt to settle any dispute arising out of the conduct of this Agreement through negotiation by appointed representative of the parties involved. Each party shall appoint a representative to a dispute panel. Those representatives shall mutually agree upon a third person to chair the panel. The dispute panel shall thereafter decide the dispute with the majority prevailing. No organization shall have recourse to the courts unless an attempt has been made to settle the dispute under the mechanism set forth herein.
10. INDEPENDENT CAPACITY. Bates, or employees or agents of Bates, are not employees of the City, nor shall they make any claim of right, privilege or benefit which would accrue to an employee of the City under the laws of the State of Washington.
11. SEVERABILITY. If any provision of this Agreement or any provision of any law, rule or document incorporated by reference into this Agreement, shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which legally can be given effect without the invalid provision. To this end the provisions of this Agreement are declared to be severable.
12. MISCELLANEOUS MATTERS. The parties shall not jointly acquire any property, real or personal, or engage in any joint financing of activities. No common budget is established. No separate legal entity or joint organization whatsoever is created.
13. COMPLETE EXPRESSION. This Agreement and any written attachments or amendments thereto constitute the complete contractual expression of the parties and any oral representations or understandings not incorporated herein are excluded. No prior agreements shall be effective for any purpose.
14. FILING. Upon mutual execution of this Agreement, the City shall cause it to be filed with the Thurston County Auditor or post the agreement on its website, as authorized by law.
15. NOTICES AND CONTRACT ADMINISTRATION. The Contract Administrator for the City shall be the Fire Chief of the City of Olympia Fire Department. The Contract Administrator for Bates College shall be the Executive Dean of Financial Services of Bates College, John Ginther.

All notices with regard to this agreement shall be sent in addition to any other legal requirement to:

CITY:
City of Olympia
ATTN: Olympia Fire Chief
P.O. Box 1967
Olympia, WA 98507

BATES:
Bates College
ATTN: Cheri Loiland, Executive Dean of Workfree Training
2201 78th Street
Tacoma WA 98409

CITY OF OLYMPIA

By: _____
Mayor

P.O. Box 1967
Olympia, WA 98501-1967

Date: _____

APPROVED AS TO FORM:

By: Darren Nienaber DCA
Deputy City Attorney

BATES TECHNICAL COLLEGE

By: 

Its: EXEC DEAN of Fm Svcs

Date: 6/12/2014

Exhibit A
STATEMENT OF COMPLIANCE WITH
NON-DISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Non-Discrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies and their employees understand and carry out the City's non-discrimination policy. Accordingly, each City contract for services contains language that requires an agency to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Indicate below the methods you will employ to ensure that this policy is communicated to employees and clients.

Bates Technical College affirms compliance with the City of Olympia's non-discrimination ordinance and contract provision by **two or more of the following actions:**

- Non-discrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
What type, and how often? _____
- Non-discrimination provisions are posted on applications for service.
- Non-discrimination provisions are posted on the agency's web site.
- Non-discrimination provisions are included in human resource materials provided to job applicants and new employees.
- Non-discrimination provisions are shared during meetings.
What type of meeting, and how often? _____
- If, in addition to two of the above methods, you use other methods of providing notice of non-discrimination, please list:

By signing, I acknowledge compliance with the City of Olympia's non-discrimination ordinance.

Failure to implement the measures specified above constitutes a breach of contract

[Signature] _____ 6/12/2014
(Signature) (Date)

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees hired, on the grounds of race, creed, color, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any disability.

(Sole Proprietor Signature) (Date)



City of Olympia

City Council

Approval of Agreement with Port of Olympia to Access City-Owned Stormwater Pipe

Agenda Date: 7/8/2014
Agenda Item Number: 4.1
File Number:14-0660

Type: contract **Version:** 1 **Status:** Consent Calendar

Title

Approval of Agreement with Port of Olympia to Access City-Owned Stormwater Pipe

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve and authorize the Mayor to sign the Access Agreement.

Report

Issue:

Whether to approve the Access Agreement with the Port of Olympia and authorize the Mayor to sign the document.

Staff Contact:

Andy Haub, Water Resources Director, 360.753.8475
Tom Morrill, City Attorney, 360.753.8223

Presenter(s):

None - Consent Item.

Background and Analysis:

The Port requests the right to work on a section of the City owned and operated stormwater system within the Port's marine terminal property. The pipe system carries stormwater from both the Port property and the north side of downtown Olympia to Budd Inlet.

The Port is constructing a new stormwater treatment system for the marine terminal. The right to access the City's system will allow the Port to perform repairs and modifications on the stormwater pipes needed to construct the treatment system. The specific work is identified in Exhibit "A" attached to the Access Agreement. The repairs and modifications to be completed by the Port are not detrimental to City interests.

The City and the Port have also been negotiating the transfer of the City stormwater pipes to Port

ownership. The Access Agreement indicates that these negotiations will continue. The future negotiations will include consideration of diverting City stormwater flows to another City stormwater system with cost sharing between the City and Port.

Neighborhood/Community Interests (if known):

None

Options:

1. Authorize the City Manager to sign the Access Agreement with the Port.
2. Direct staff to reject or modify the Agreement consistent with Council feedback.

Financial Impact:

None at this time.

Attachment(s):

Port-City Access Agreement and Map

ACCESS AGREEMENT

This **ACCESS AGREEMENT** (“Agreement”) is made and entered into by and between CITY OF OLYMPIA (hereinafter “The City”), and the PORT OF OLYMPIA (hereinafter “The Port”), both of whom shall be referred to individually as a “Party” to this Agreement and collectively as the “Parties” to this Agreement.

RECITALS

The City owns and maintains stormwater pipes (hereafter “PIPES”) across property owned by The Port located north of Market Street and Corky Avenue right-of-ways. The Port has requested access to the City stormwater system to perform certain repairs and modifications (“Work”) on the (PIPES), as set forth in the scope of work in Exhibit “A” attached hereto and incorporated by reference, in the area highlighted on the diagram in Exhibit “A” (the Property). The Port has requested access to the Property on behalf of its consultants, contractors and subcontractors (hereinafter “Contractors”).

The City has agreed to grant such access to the PIPES subject to certain terms and conditions, as set forth in this Agreement.

The CITY and the Port also agree to negotiate a separate diversion agreement covering cost sharing and allocation of responsibilities for the diversion of the City’s stormwater flow that is currently using the PIPES into new pipes that will be incorporated into the City’s stormwater system. The diversion project is expected to be completed in 2016 subject to the successful negotiation of the separate agreement concerning the diversion project costs and responsibilities.

In addition to the separate agreement concerning the diversion project costs and responsibilities, the City and the Port also intend to transfer ownership of the Pipes to The Port. Such a transfer, and any necessary vacations, will be completed through a separately negotiated interlocal agreement that will take effect at the completion of the diversion project.

NOW, THEREFORE, the Parties desire to enter into this Agreement to allow The Port access to the Pipes to perform the Work:

TERMS AND CONDITIONS

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein as terms and conditions of this Agreement.

2. **Right of Access.** The City grants The Port and its employees, agents, and Contractors a temporary, non-exclusive license to enter the Property and perform work on the PIPES on one or more occasions to perform the Work set forth in Exhibit A. The City is not granting a possessory right, easement, or other property interest. All Work as described in Exhibit A shall be conducted at the sole cost and expense of The Port. Any Work on the PIPES performed by The Port or its Contractors outside of the activities described in Exhibit A may be permitted only pursuant to a signed written Addendum to this Agreement.

3. **Duration of Consent to Access.** This Agreement shall terminate upon the completion of the Work on the Pipes and the completion of the separate agreements referenced above, unless the Parties mutually agree to extend the Agreement otherwise and memorialize such agreement in writing. In the event an extension of the Agreement is required, the City and The Port agree that such extension shall not be unreasonably withheld, conditioned or delayed.

4. **Damage / Restoration.** The Port (through Contractors) shall take all reasonable precautions to avoid damage to the PIPES. If any damage is caused to the PIPES in the course of performance of the Work, including without limitation, damage to any City-owned utilities, pipelines, catch basins, equipment, or any other City-owned real property, improvements or structures, then the Port shall, at its sole cost and expense, immediately take all action reasonably necessary to repair the damage and restore the areas of the PIPES damaged by the Work to the condition that existed immediately prior to commencement of the Work.

5. **Work Standards; Compliance with Laws.** The Work will be performed on the Port's behalf by its Contractors. The Port shall direct its Contractors: (a) to perform the Work in a manner and on a schedule that will minimize interference with the City's use of the PIPES; (b) to obtain any and all permits and governmental approvals necessary for performance of the Work; and (c) to perform the Work in compliance with all applicable laws and regulations. The Port shall ensure that all Contractors who will perform the Work have all required licenses and certifications. The Port (through its Contractors) shall ensure that all Work is performed in a workmanlike manner and at The Port's sole cost and expense. The Port and its Contractors shall be solely responsible for the health and safety of their employees and agents while on the Property, except in the event of gross negligence or intentional acts by the City or The Port.

6. **Notice of Intent to Perform; Information Sharing.** By executing this agreement, the City and The Port acknowledge their receipt, review and approval of the Scope of Work attached as Exhibit A. The Port (through its Contractors) shall provide the City with notice of the schedule for the Work. The Contractors shall have the ability to communicate and coordinate directly with the City and/or the City's agents, representatives and consultants regarding the scheduling and performance of the Work. The City may have its own agents, representatives and consultants present during the course of the Work, at its sole cost and expense.

7. **Indemnification.** The Port shall defend, indemnify, and hold harmless the City and the City's successors, and assigns (each a "City Indemnitee," and collectively, the "City Indemnitees"), from and against any liabilities, claims, damages, demands, losses, actions, judgments, causes of action, assessments, penalties, costs, and expenses, including but not limited to reasonable attorneys' fees and costs (collectively, "Losses"), arising out of or relating to personal injury, death, personal property damage, or real property damage caused by the performance of the Work; except to the extent the Losses arise out of or result from the gross negligence or willful misconduct of the City, the City Indemnitees, or the City's respective agents, contractors, consultants, and/or representatives. To the extent any Losses arise out of or result from the concurrent negligence of the City and The Port, then The Port's duty to defend,

indemnify and hold harmless is valid and enforceable only to the extent of the negligence of The Port and their employees, agents, consultants, and contractors.

8. **Insurance.** The Port shall ensure that all Contractors that will perform the Work on the PIPES procure and/or maintain commercial general liability and automobile liability, and shall ensure that all Contractors procure and/or maintain pollution liability policies. The Port shall ensure that all Contractors carry at least the following coverages:

- a. Worker's Compensation Insurance to the minimum limits as required by law;
- b. Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate combined single limits for bodily or property damage; and
- c. Automobile Liability Insurance covering owned, non-owned and hired vehicles with a limit of not less than \$1,000,000 combined single limit.

All insurance shall be placed with insurance companies licensed to do business in the State of Washington. Before commencing any of the Work on the Property, the Port shall ensure that the City has received certificates of insurance evidencing the insurance coverage required by the preceding Paragraph.

9. **Liens.** The Port shall discharge at once or bond or otherwise secure against all liens that are filed against the Property in connection with the Work. The Port shall defend, indemnify, and hold harmless the City Indemnitees from and against any and all Losses arising out of or relating to any liens filed against the Property arising from the Work. The obligations of this Paragraph shall survive termination of this Agreement.

10. **Resolution of Disputes.** Any dispute that arises under this Agreement shall be resolved according to this Paragraph. Except as otherwise provided in this Agreement, any Party may initiate the dispute resolution process by providing a written notice of dispute to all other Parties. Within five (5) business days after delivery of such notice, the Parties' designated representatives shall schedule a meeting in person or by telephone to attempt to resolve the dispute through good faith negotiations. If the Parties to the dispute cannot resolve the dispute within fifteen (15) business days after the concluding date of such meeting, then the Parties to the dispute agree to submit the dispute to mediation. Any Party to a dispute not otherwise resolved by conference of the Parties may propose mediation as the dispute resolution procedure by providing a written notice of mediation to all Parties still involved in the dispute. If all parties to the dispute do not agree to mediation, or if mediation is not successful, then any remaining Party to the dispute may initiate an action in Thurston County Superior Court. If any Party to this Agreement should bring an action in court against another Party to enforce this Agreement, the prevailing party in the action shall be entitled to an award of its reasonable attorneys' fees, expenses, and costs incurred in such action or on appeal, in amounts determined by the court.

11. **Notices.** All notices and other communications regarding this Agreement shall be in writing and shall be deemed duly given upon email transmission where delivery of such transmission has been confirmed by email receipt or return email confirmation. All notices and other communications regarding this Agreement shall be delivered as addressed below or to such other addressees as any Party may designate by notice to the other Parties.

For The Port: Attn: Alex Smith
RE: Stormwater Pipe Access Agreement with City of Olympia
915 Washington Street NE
Olympia WA 98501

For The City: Attn: Andy Haub
RE: Stormwater Pipe Access Agreement with Port of Olympia
PO Box 1967
Olympia WA 98507-1967

Any Party may change its authorized representative upon written notice to the other Parties without otherwise amending this Agreement.

ADDITIONAL TERMS AND PROVISIONS

1. **No Admission.** Neither this Agreement nor anything stated herein is intended to constitute, shall constitute, or shall be interpreted as constituting an admission of liability of any sort.

2. **No Partnership or Joint Venture.** This Agreement shall not be construed or interpreted to create a partnership or joint venture between or among the Parties. No Party shall have the authority to bind any other Party.

3. **Third Parties.** This Agreement is not intended for the benefit of any third party and is not enforceable by any third party, including, but not limited to, federal, state, and local regulatory agencies.

4. **Reservation of Rights.** Except as otherwise provided in this Agreement, the Parties reserve all rights and defenses against each other or third parties for claims relating to Hazardous Substances.

5. **Entire Agreement.** This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings among the Parties relating to the subject matter of this Agreement. This Agreement shall be modified or amended only by written agreement of all Parties hereto.

6. **Successors; Assignment.** The provisions of this Agreement shall extend to, bind and inure to the benefit of the Parties and their respective personal representatives, heirs, successors, and assigns. No Party may assign its rights or obligations under this Agreement without the written consent of the other Parties, which consent will not be unreasonably withheld.

7. **Severability.** If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted, rather than voided, if possible, to achieve the intent of the Parties, and the balance of the Agreement shall remain in full force and effect.

8. **Authority.** Each person executing this Agreement represents and warrants that they have the authority and power enter to into this Agreement, and the Parties may rely upon such representation and warranty.

9. **Counterparts.** This Agreement may be executed in counterparts, and all such counterparts once so executed shall together be deemed to constitute one final agreement, as if one document had been signed by all Parties, and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding on the parties. A faxed or email copy of an original signature shall be deemed to have the same force and effect as the original signature.

10. **Admissibility.** Pursuant to federal and state rules of evidence, this Agreement shall not be admissible in any court or administrative proceeding as evidence of responsibility or liability of either Party. This Agreement is admissible, however, in any action to enforce the terms and conditions of this Agreement.

11. **Amendments.** Amendments to this Agreement shall become effective upon execution of a written amendment.

12. **Captions.** The headings used in this Agreement have been inserted for convenience only and shall not affect the construction of this Agreement.

13. **Governing Law and Venue.** This Agreement shall be interpreted and enforced pursuant to the laws of the state of Washington. Venue for any lawsuit arising out of this Agreement shall be in Thurston County, Washington.

14. **Voluntary Execution.** In executing this Agreement, the Parties acknowledge that they have consulted with their respective attorneys and that they have voluntarily executed this Agreement after independent investigation, without fraud, duress, or undue influence.

15. **Effective Date.** This Agreement shall become effective as of the latest date of execution below.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth below.

THE PORT OF OLYMPIA
A Washington municipal corporation

CITY OF OLYMPIA
A Washington municipal corporation

(Signature)

(Signature)

Its: _____

Its: _____

(Date)

(Date)

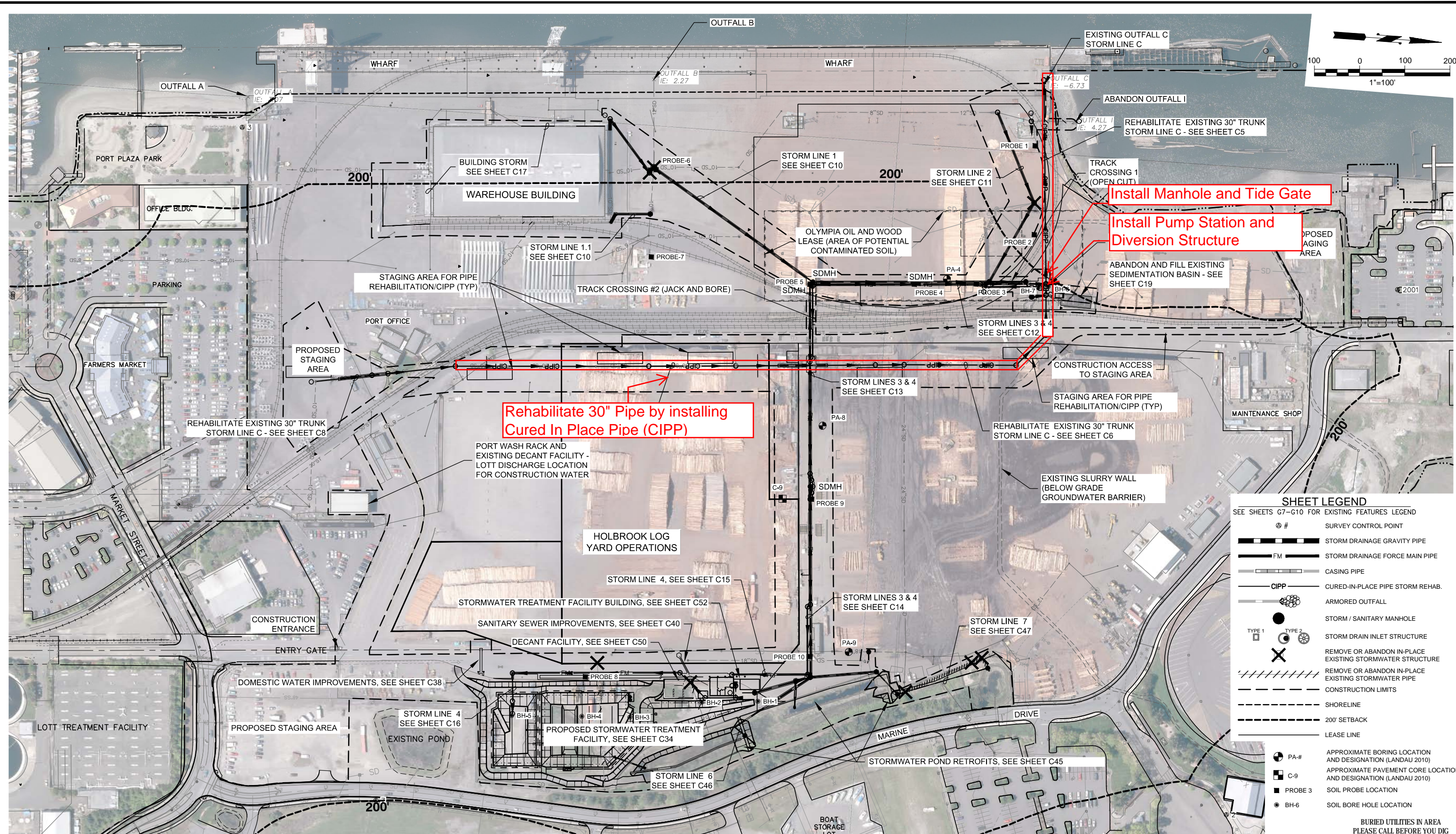
APPROVED AS TO FORM:

APPROVED AS TO FORM:

Heather L. Burgess, Port Counsel



Tom Morrill, City Attorney



SHEET LEGEND

SEE SHEETS G7-G10 FOR EXISTING FEATURES LEGEND

	SURVEY CONTROL POINT
	STORM DRAINAGE GRAVITY PIPE
	STORM DRAINAGE FORCE MAIN PIPE
	CASING PIPE
	CURED-IN-PLACE PIPE STORM REHAB.
	ARMORED OUTFALL
	STORM / SANITARY MANHOLE
	STORM DRAIN INLET STRUCTURE
	REMOVE OR ABANDON IN-PLACE EXISTING STORMWATER STRUCTURE
	REMOVE OR ABANDON IN-PLACE EXISTING STORMWATER PIPE
	CONSTRUCTION LIMITS
	SHORELINE
	200' SETBACK
	LEASE LINE
	APPROXIMATE BORING LOCATION AND DESIGNATION (LANDAU 2010)
	APPROXIMATE PAVEMENT CORE LOCATION AND DESIGNATION (LANDAU 2010)
	SOIL PROBE LOCATION
	SOIL BORE HOLE LOCATION

PA-# APPROXIMATE BORING LOCATION AND DESIGNATION (LANDAU 2010)
 C-9 APPROXIMATE PAVEMENT CORE LOCATION AND DESIGNATION (LANDAU 2010)
 PROBE 3 SOIL PROBE LOCATION
 BH-6 SOIL BORE HOLE LOCATION

BURIED UTILITIES IN AREA
 PLEASE CALL BEFORE YOU DIG
 1.800.424.5555

Path: P:\Proj\2012\12-05\289-002\CAD\Drawings\SITE PLAN.dwg
 PLOT Date: 5/27/2014 12:02 PM
 Cad User: Richmond Hulme

No.	Date	Revision

DRAWN TO SCALE. SCALE MAY BE DISTORTED FROM REPRODUCTION

RECORD DRAWING CERTIFICATION

These drawings conform to the Contractor's construction records.

Drawn By: _____ Date: _____

Project Manager: _____

BY DATE

Drawn RFH

Reviewed _____

Approved _____

SCALE: AS NOTED

ONE INCH AS DRAWN

File: SITE PLAN

Port of Olympia

ENGINEERING DEPARTMENT
 915 Washington Street NE
 Olympia, Washington

REVIEWED BY: _____ DATE: _____

Project Manager

MARINE TERMINAL
 STORMWATER CONVEYANCE AND
 TREATMENT IMPROVEMENTS
 SITE IMPROVEMENT PLAN WITH
 SHORELINE, 200' SETBACK
 AND LEASE LINES

PROJECT NUMBER	ENV1202
CONTRACT NUMBER	2013-1015
SHEET	1
OF	1



City of Olympia

City Council

Approval of Property Right Acquisitions as Part of the West Bay Sidewalk Project

Agenda Date: 7/8/2014
Agenda Item Number: 4.J
File Number:14-0682

Type: contract **Version:** 1 **Status:** Consent Calendar

Title

Approval of Property Right Acquisitions as Part of the West Bay Sidewalk Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Slope Easement with Bina C. Souri which is necessary to complete the West Bay Sidewalk project, and authorize the City Manager to execute all necessary closing documents related to the acquisitions.

Report

Issue:

Whether to approve the slope easement property rights from Bina C. Souri which are required in order to complete the West Bay Sidewalk Project.

Staff Contact:

Ladd F. Cluff, PLS, City Surveyor, Public Works Engineering, 360.753.8389

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Olympia City Council adopted the West Bay Drive Corridor Study in May, 2005. The Study made several recommendations to improve pedestrian travel along the Corridor. This project will complete the sidewalk along the west side of West Bay Drive through the Corridor. The City anticipates construction will start in 2014, and the right-of-way acquisitions need to be complete before work can begin.

Additional right-of-way and slope easements are necessary to construct the new sidewalk to current City standards and maintain safe distances from the vehicle travel lanes. The designed location of the sidewalk and the existing hillside slopes necessitate a slope easement on the adjacent property. The slope will be graded and stabilized to prevent sliding. The slope easement grants the City the

right to construct and maintain the slope.

Staff has been negotiating with property owners for several months. Bina Souri accepted the City's offer and this completes all of the right-of-way acquisitions needed to proceed with this project.

Neighborhood/Community Interests (if known):

The West Bay Drive Corridor Study reflects the community's expectations for this major north-south corridor. Property acquisition consistent with this study is an important step in carrying out the project as planned to achieve vehicle, bicycle, and pedestrian needs.

Staff worked with all property owners in accordance with Federal, State and City guidelines throughout the acquisition process. The parcels were evaluated by an independent licensed appraiser to establish the fair-market value for the offers.

Options:

1. Move to approve the Slope Easement with Bina C. Souri which is necessary to complete the West Bay Sidewalk project, and authorize the City Manager to execute all necessary closing documents related to the acquisitions.
 - a. Allows the project to move forward as planned.
 - b. The offers are consistent with the project that has been discussed with the neighborhood.
 - c. Implements the West Bay Drive Corridor Study recommendations.

2. Do not approve the acquisition of property rights (slope easement).
 - a. Requires the City to redesign the project and potentially require acquisition of right-of-way from other property owners.
 - b. Delays the project indefinitely and increases the total project cost.
 - c. The potential of slope failure increases City risk.

Financial Impact:

The City used a formal appraisal and review appraisal process to establish the purchase price for property acquisition.

This project is funded by the Transportation - Parks and Pathways Sidewalk Program. The estimated budget is sufficient to purchase all necessary property rights.

Attachments:

Slope Easement Document
Vicinity Map

After recording return document to:
City of Olympia
Attention: Legal Department
P.O. Box 1967
Olympia, WA 98507-1967

Document Title: ROADWAY SLOPE EASEMENT
Grantor(s): Bina C. Souri
Grantee(s): City of Olympia
Legal Description: Ptn Lots 1-5, inclusive, and Lots 6-8, Blk 1, Schneider's Subdivision
Assessor's Tax Parcel Number: 72600100100

ROADWAY SLOPE EASEMENT

The Grantor, **Bina C. Souri**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, conveys and warrants unto the CITY OF OLYMPIA and its assigns, an Easement over, under, upon and across the hereinafter described lands for the purpose of constructing and maintaining a soil nail slope stabilization system, which may include but is not limited to galvanized metal wire mesh and secured with steel rods/nails driven into the ground, to provide lateral and subjacent support to the CITY's roadway facility:

Said lands being situated in Thurston County, State of Washington, and described as follows:

See Exhibit "A" attached hereto and made a part hereof.

It is understood and agreed that, in the event the Grantor, its successors or assigns, shall excavate and/or place an embankment upon the area covered by this slope easement to the level of the grade of the above mentioned roadway abutting thereon, all rights of the Grantee herein shall cease and terminate.

It is understood and agreed that delivery of this Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the CITY unless and until accepted and approved hereon in writing by the CITY.

//

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GRANTOR:

Granted this 30th day of June, 2014.

Bina C. Souri
Bina C. Souri

STATE OF WASHINGTON)
) ss
County of _____)

On this 30 day of June, 2014, before me personally appeared Bina C. Souri, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)



Karen J. Swearengin

Notary Public in and for the State of
Washington, residing at: Lewis County
My commission expires: 8-29-17

GRANTEE:

Accepted and Approved:
CITY OF OLYMPIA

Approved as to form:

By: _____
Steven R. Hall, City Manager

Darren Nieneber DCA
City Attorney

Date: _____

SLOPE EASEMENT LEGAL DESCRIPTION

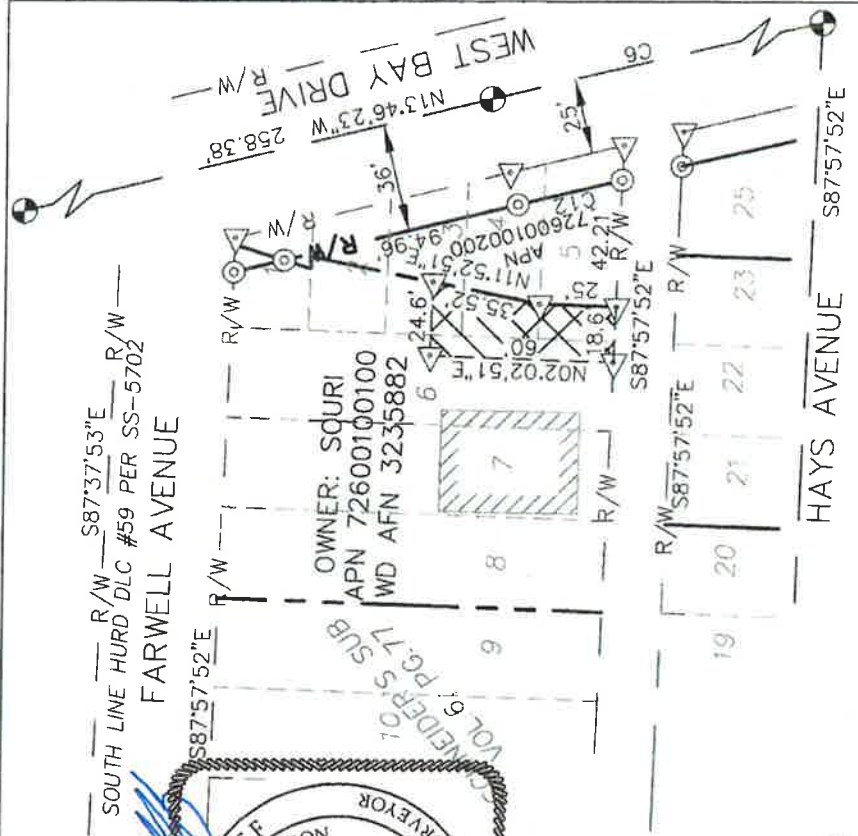
That portion of Parcel B as described in Statutory Warranty Deed recorded June 08, 1999 under Auditor's File No. 3235882, Thurston County records, that lies easterly of a line being 7.00 feet west of the east line of Lot 6, Block 1, Schneider's Subdivision, as recorded in Volume 6, at page 77, Thurston County records, and southerly of a line being 60.00 feet north of the south line of said Lot 6.

Slope Easement area contains 1,221 square feet.



LEGEND

- SET OR FOUND SURFACE MONUMENT
- ⊙ SET 5/8" REBAR & CAP LS46310
- ◁ CALCULATED POINT NOTHING SET
- CENTERLINE ROAD
- - - PLAT LOT LINE
- PARCEL BOUNDARY
- - - R/W — EXISTING RIGHT-OF-WAY
- R/W — PROPOSED RIGHT-OF-WAY
- - - SLOPE EASEMENT LINE
- XXXXXX SLOPE EASEMENT AREA (1,221 S.F.)

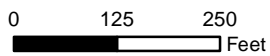
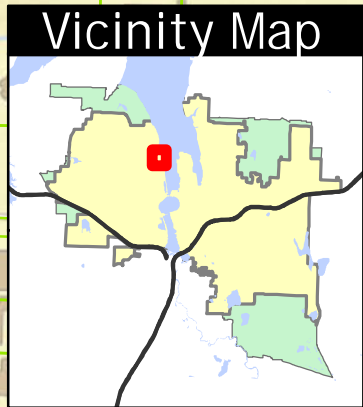


PROJECT NO.		DRAWING NAME	
DRAWN	LFC	CITY OF OLYMPIA	
QC REVIEW	LFC	EXHIBIT "A"	
SCALE	N.T.S.	WEST BAY DRIVE SIDEWALK IMPROVEMENTS PROJECT	
	1034G	SECTION 10, T. 18 N., R. 2 W., W.M.	
	DATE	SOURI	
	SEPTEMBER 2013	SHEET 3 OF 3	

West Bay Drive Sidewalk

Project # 1034G

City of Olympia | Capital of Washington State



Map created: June 30, 2014
Please contact Ladd Cluff,
City Surveyor, with questions:
LCluff@ci.olympia.wa.us
(360) 753-8389

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted herein are based on record information and aerial photos only. It is recommended the recipient and or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.





City of Olympia

City Council

Approval of Amendment to Interlocal Agreement Between the City of Olympia and Washington State Department of Enterprise Services for Fire Protection Services

Agenda Date: 7/8/2014
Agenda Item Number: 4.K
File Number: 14-0685

Type: contract **Version:** 1 **Status:** Consent Calendar

Title

Approval of Amendment to Interlocal Agreement Between the City of Olympia and Washington State Department of Enterprise Services for Fire Protection Services

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve for the Mayor's signature, the Amendment to Interlocal Agreement between the City of Olympia and Washington State Department of Enterprise Services for Fire Protection Services.

Report

Issue:

The Interlocal Agreement signed in July of 2013 for fire protection services on the Capitol Campus needs a second modification. In December of 2013, an amendment was signed to restructure payments from several individual buildings to a single payment from Department of Enterprise Services, DES. There was no change in revenue to the City with the first amendment. An additional amendment is needed to reflect changes to the agreement due to the sale of three properties by the state to non-state entities. This amendment does slightly reduce revenue to the City.

Staff Contact:

Greg Wright, Deputy Fire Chief, 360.753.8466

Presenter(s):

Greg Wright, Deputy Fire Chief

Background and Analysis:

Since 1993 the City of Olympia has billed the State for fire protection services. This billing is allowed per RCW 35.21.779 that stipulates, when the estimated value of state facilities sited in a municipality equals ten percent or more of that municipality's total assessed valuation, state agencies owning those facilities shall enter into a compulsory fire protection contract with the municipality to provide an

equitable share of the fire protection costs.

This amendment recognizes the sale of three properties by the State. Those three properties will continue to receive fire protection services but those services are now paid for by other entities via property tax.

The properties are:

1. Department of Fish & Wildlife - Wildlife Annex, located at 516 Washington St NE sold to LOTT, Clean Water Alliance
2. Department of Fish & Wildlife - Wildlife Office, located at 600 Washington St NE sold to the Port of Olympia
3. Department of Enterprise Services - Personnel Building, located at 600 Franklin St SE, sold to Urban Olympia 3 LLC.

This amendment does not remove enough estimated value to fall below the ten percent threshold required for the compulsory contract.

The two year contracts with the State have typically not been modified if State properties are added or subtracted from the Fire Protection Agreement. This situation is different. The three properties were in the process of being, or were already sold by the State before the Interlocal Agreement was signed but all of the necessary real estate paperwork had yet to be completed. It was not until just recently that the paperwork for all three was completed and the State came to the City to ask for this amendment. The State is not asking for retroactive application of this change, fiscal impact begins in the third quarter of 2014.

Neighborhood/Community Interests (if known):

N/A

Options:

Approve for the mayor's signature, the Amendment to Interlocal Agreement Between the City of Olympia and Washington State Department of Enterprise Services for Fire Protection Services.

Financial Impact:

The amended agreement drops the State's payment for Fire Protection Services from \$1,000,701 to \$991,744 in 2014. In 2015, the payment drops to \$988,993. Total decrease to City of Olympia will be \$20,665 over the two years.

The fiscal impact of this change begins in the third quarter of 2014.

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
THE CITY OF OLYMPIA
AND
WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES
FOR FIRE PROTECTION SERVICES**

This Amendment No. 2 documents the parties' mutual agreement to modify Interlocal Agreement No. K1798, dated July 9, 2013, (the Agreement) between the City of Olympia (CITY) and the state of Washington Department of Enterprise Services (DES). The Agreement is hereby amended pursuant to Section VII, Agreement Alterations and Amendments, as follows:

1. Section III *Consideration* is hereby modified to reflect the sale of three (3) state of Washington buildings; A) Department of Fish & Wildlife, Wildlife Annex, located at 516 Washington St NE sold to LOTT, Clean Water Alliance as of April 16, 2013 per Attachment 1 Quitclaim Deed; B) Department of Fish & Wildlife, Wildlife Office, located at 600 Washington St NE sold to the Port of Olympia as of April 16, 2013 per Attachment 2 Quitclaim Deed; and C) Department of Enterprise Services, Personnel Building, located at 600 Franklin St SE, sold to Urban Olympia 3 LLC as of December 20, 2013 per Attachment 3 Quitclaim Deed.

The total Consideration will be reduced by \$20,664.49 for the 2013-2015 biennial period. Section III *Consideration* is deleted and replaced in its entirety.

Attachment B *List of Building in the City of Olympia as of January 2013* is deleted and replaced in its entirety by Attachment B-1 *List of Buildings in the City of Olympia as of December 31, 2013*.

III. Consideration

The state of Washington agencies listed in V *Billing/Payment Procedures* shall collectively pay the CITY their portion of these costs. The state of Washington shall pay the CITY the amount of \$991,744.78 for FY 2014 and \$988,992.85 for FY 2015 under this Agreement according to calculations outlined in Exhibit "B-1". DES and the CITY have determined that the cost of accomplishing the work herein will not exceed \$1,980,737.63 for the 2013-2015 biennial period.

Costs are pro-rated and will be billed by the CITY to the various state agencies as outlined in Section V *Billing/Payment Procedures*.

2. Section V *Billing/Payment Procedures* is hereby modified to reflect the sale of the three (3) state of Washington buildings listed above. Section V *Billing/Payment Procedures* is deleted and replaced in its entirety

V. Billing/Payment Procedures

The CITY will invoice state agencies quarterly in July, October, January and April, per Billing Schedule below, on or before the 10th of the quarter month (July, October, January and April). The state agencies will pay the CITY within 30 days of receipt of properly executed invoice.

Billing Schedule					
State Agency	Qtr 1 Jul-13	Qtr 2 Oct-13	Qtr 3 Jan-14	Qtr 4 Apr-14	FY 2014 Total
Enterprise Services	221,179.95	221,179.95	219,803.97	219,804.00	881,967.87
SPSS	23,666.58	23,666.58	23,666.58	23,666.58	94,666.32
Fish & Wildlife	700.50	700.50	700.50	700.46	2,801.96
State Historical Society	750.53	750.53	750.53	750.51	3,002.10
Military Department	2,326.63	2,326.63	2,326.63	2,326.64	9,306.53
FY 2014 Total	\$248,624.19	\$248,624.19	\$247,248.21	\$247,248.19	\$991,744.78
State Agency	Qtr 1 Jul-14	Qtr 2 Oct-14	Qtr 3 Jan-15	Qtr 4 Apr-15	FY 2015 Total
Enterprise Services	219,803.97	219,803.97	219,803.97	219,804.03	879,215.94
SPSS	23,666.58	23,666.58	23,666.58	23,666.58	94,666.32
Fish & Wildlife	700.50	700.50	700.50	700.46	2,801.96
State Historical Society	750.53	750.53	750.53	750.51	3,002.10
Military Department	2,326.63	2,326.63	2,326.63	2,326.64	9,306.53
FY 2015 Total	\$247,248.21	\$247,248.21	\$247,248.21	\$247,248.22	\$988,992.85

* *Department of Enterprise Services quarterly invoices include the fees for Consolidated Technology Services, Jefferson Building, \$18,387.88 per quarter.*

DES's invoices shall be forwarded to:
 Department of Enterprise Services
 Finance Office
 PO Box 41460
 Olympia, WA 98504-1460

3. All other terms, conditions, and exhibits of the Agreement shall remain in full force and effect and are not altered or affected in any way unless specifically modified herein. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.
4. Prior to its entry into force, this Amendment shall be filed with the Thurston County Auditor or posted upon a party's website or other electronically retrievable public source as provided by RCW 39.34.040.
5. Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.
6. This Agreement shall take effect as of the date of filing or posting as required by RCW 39.34.040.
7. The undersigned acknowledge that they are authorized to execute this Amendment and bind their respective agencies to the obligations set forth herein.

City of Olympia

Department of Enterprise Services

SIGNATURE

SIGNATURE

STEPHAN H. BUXBAUM

THOMAS HENDERSON

NAME

NAME

MAYOR

ASSISTANT DIRECTOR

TITLE

TITLE

DATE

DATE

APPROVED AS TO FORM:

Darren Nienaber DCA

CITY ATTORNEY

Attachment 1

18 APR '13 719545

After recording return document to:

State of Washington
Department of Enterprise Services
Real Estate Services, Acquisition & Disposal Unit
P O Box 41468
Olympia WA 98504-1468

Thurston County Treasurer
Real Estate Excise Tax Paid none
By [Signature] Deputy

Document Title: Quitclaim Deed
Grantor: State of Washington, Department of Fish & Wildlife, acting through the Department of Enterprise Services
Grantee: LOTT, Clean Water Alliance
Legal Description: Lots 1 thru 8, Block B of Sylvester's Plat of Olympia
Assessor's Tax Parcel Number: ~~7850-95-0000~~ 7850-95-00100
THURSTON COUNTY TITLE CO
① 162440E

QUITCLAIM DEED

The GRANTOR, State of Washington, Department of Fish & Wildlife, acting through the Department of Enterprise Services, for and in consideration of Four Hundred Sixty Five Thousand Eighty One Dollars and No Cents (\$465,081.00), conveys and quitclaims to the GRANTEE, LOTT, Clean Water Alliance, all interest in the following described real estate situated in the county of Thurston, State of Washington:

Lots 1 thru 8, Block B of Sylvester's Plat of Olympia, as recorded in Volume 1 of Plats, page 14, TOGETHER WITH vacated alley in said Block.

In Thurston County, Washington.

Dated this 16th day of April, 2013.

State of Washington
Department of Fish & Wildlife
Acting through the
Department of Enterprise Services

By: [Signature]
Title: Assistant Director Facilities
Date: 04-17-2013

By: [Signature]
Title: REAL ESTATE MANAGER
Date: 04-17-2013

APPROVED AS TO FORM.

Date: 4/17/13
By: [Signature]
Assistant Attorney General

Attachment 2

After recording return document to

State of Washington
Department of Enterprise Services
Real Estate Services, Acquisition & Disposal Unit
P O Box 41468
Olympia WA 98504-1468

Document Title: Quitclaim Deed
Grantor: State of Washington, Department of Fish & Wildlife, acting through the Department of Enterprise Services
Grantee: Port of Olympia
Legal Description: Lots 5 thru 8 in Block C of Sylvester's Plat
Assessor's Tax Parcel Number: 7850-96-00000

QUITCLAIM DEED

The GRANTOR, State of Washington, Department of Fish & Wildlife, acting through the Department of Enterprise Services, for and in consideration of Three Hundred Nineteen Thousand Two Hundred Dollars and No Cents (\$319,200.00), conveys and quitclaims to the GRANTEE, Port of Olympia, all interest in the following described real estate situated in the county of Thurston, State of Washington:

Lots 5, 6, 7, and 8 of fractional Block C of Olympia Tidelands, as filed in the office of the Commissioner of Public Lands at Olympia, Washington, and Lots 5, 6, 7, and 8 of fractional Block C of Sylvester's Plat of Olympia, as recorded in Volume 1 of Plats, page 14, TOGETHER WITH the vacated alley between Lots 6 and 7, AND TOGETHER WITH the South half of the vacated alley lying north of said premises.

In Thurston County, Washington.

Dated this 16th day of April, 2013

State of Washington
Department of Fish & Wildlife
Acting through the
Department of Enterprise Services

By: Thomas R. Hendon
Title: Assistant Director Facilities
Date: 04-17-2013

By: Donna J. Bufa
Title: REAL ESTATE MANAGER
Date: 04-17-2013

APPROVED AS TO FORM:

Date: April 16, 2013
By: B. F. Allen
Assistant Attorney General

Attachment 3

When returned return to:
URBAN OLYMPIA 3 LLC
407 ADAMS STREET, STE 102
OLYMPIA, WA 98501

QUIT CLAIM DEED

Escrow No.: 00164386

THE GRANTOR STATE OF WASHINGTON, DEPARTMENT OF ENTERPRISE SERVICES for and in consideration of TWO MILLION, SIX HUNDRED THOUSAND AND NO/100ths dollars (\$2,600,000.00) conveys, and quit claims to URBAN OLYMPIA 3 LLC, a Washington limited liability company the following described real estate, situated in the County of THURSTON, State of Washington together with all after acquired title of the grantor(s) herein:

Lots 1 to 6, inclusive, in Block 36 of Sylvester's Plat of Olympia, as recorded in Volume 1 of Plats, page 14; together with the North-South alley lying between Lots 2 and 3 and also that portion of the East-West alley lying between Lots 3, 4, 5 and 6, as vacated by Ordinance No. 4606.

Abbreviated Legal: Lots 1 through 6, Blk 36, Sylvester's Plat

Tax Parcel Number(s): 7850-36-00100

Dated this 20th day of December, 2013.

STATE OF WASHINGTON
DEPT OF ENTERPRISE SERVICES

Donald J. Becka
DONALD J. BECKA, Real Estate Manager
Real Estate Services

12/20/13

STATE OF WASHINGTON
COUNTY OF THURSTON

} ss

I certify that I know or have satisfactory evidence that DONALD J. BECKA is the person who appeared before me, and said person acknowledged that HE signed this instrument, on oath stated that HE IS authorized to execute the instrument and acknowledged it as the REAL ESTATE MANAGER, REAL ESTATE SERVICES of THE STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Robin Atwood
Printed name of notary:
Notary Public in and for the State of Washington
Residing at *Thurston WA*
My appointment expires: *11-24-14*

DES Interagency Agreement No. K1798 Exhibit B-1
List of State Buildings in the City of Olympia
Updated as of December 31, 2013

STATE AGENCY OWNER AND BUILDING NAMES	ADDRESS OF BUILDING	Gross SF	%	COSTS FY14	COSTS FY15
Department of General Administration					
Achives (Storage)	1129 Washington St SE	51,317	0.0099	9,906.94	9,906.94
Ayer Press House	1417 Columbia St SW	3,727	0.0007	700.49	700.49
Columbia St. Garage	121 Union Av SW	71,000	0.0138	13,809.67	13,809.67
Conservatory (Greenhouse)	1115 Water St SW	11,300	0.0022	2,201.54	2,201.54
Employment Security	212 Maple Park Av SE	86,300	0.0167	16,711.71	16,711.71
GA Garage	124 Union Av SW	67,100	0.0130	13,009.11	13,009.11
General Administration	210 11 th Av SW	283,865	0.0550	55,038.56	55,038.56
Governor's Mansion	501 13 th Av SW	21,400	0.0041	4,102.87	4,102.87
Highway Licenses	1125 Washington St SE	193,900	0.0376	37,626.36	37,626.36
Irving R. Newhouse Building	215 Sid Snyder Av SW	25,084	0.0049	4,903.44	4,903.44
Insurance	302 Sid Snyder Av SW	66,502	0.0129	12,909.04	12,909.04
John A Cherberg	304 15th Av SW	100,377	0.0194	19,413.60	19,413.60
John L. O'Brien	504 15 th Av SW	100,700	0.0195	19,513.67	19,513.67
Legislative	416 Sid Snyder Av SW	255,564	0.0495	49,534.70	49,534.70
Natural Resources Building	1111 Washington St SE	387,558	0.0751	75,152.65	75,152.65
NRB Garage	1111 Washington St SE	394,200	0.0764	76,453.56	76,453.56
Office Building Two	1115 Washington St SE	379,204	0.0750	73,551.53	73,551.53
Old Capitol	614 Washington St SE	120,500	0.0233	23,316.33	23,316.33
Plaza Garage	200 14th AV SE	846,100	0.1640	164,115.01	164,115.01
Powerhouse	900 Water St SW	10,000	0.0019	1,901.33	1,901.33
Joel M. Pritchard Building	415 15th Av SW	55,485	0.0107	10,707.50	10,707.50
ProArts	206-208 11th Ave	11,243	0.0022	2,201.54	2,201.54
Carlyon Press House	201 Sid Snyder Av SW	5,600	0.0011	1,100.77	1,100.77
State Farm	1068 Washington Street	1,539	0.0030	300.21	300.21
Temple of Justice	415 12th Av SW	85,900	0.0166	16,611.64	16,611.64
Transportation	310 Maple Park Av SE	204,767	0.0397	39,727.83	39,727.83
DOT Garage	310 Maple Park Av SE	157,800	0.0306	30,621.45	30,621.45
Information - Visitor Center	103 Sid Snyder Ave SW	1,500	0.0030	300.21	300.21

List of State Buildings in the City of Olympia
Updated as of December 31, 2013

STATE AGENCY OWNER AND BUILDING NAMES	ADDRESS OF BUILDING	Gross SF	%	COSTS FY14	COSTS FY15
Capitol Park Building	1063 Capitol Wy S	57,500	0.0111	11,107.78	11,107.78
600 Franklin <i>Adjustment to reflect sale of building as of December 2013</i>	600 Franklin St SE	28,578	0.0055	5,503.86 (2,751.93)	5,503.86 (5,503.86)
				2,751.93	0.00
State Daycare on Perry	232 Perry Street	7,138	0.0014	1,400.98	1,400.98
Union Avenue Building	120 Union Av SE	12,900	0.0025	2,501.75	2,501.75
Washington State Building	1007 Washington St SE	14,580	0.0028	2,801.96	2,801.96
Capitol Ct. Building	1110 S. Capital Way	40,948	0.0079	7,905.54	7,905.54
James M. Dolliver Building	801 Capital Way S	23,385	0.0045	4,503.15	4,503.15
Subtotal-Department of General Administration		4,184,561	0.8106	808,416.35	805,664.42
				Total 2013-2015	
				1,614,080.77	

SPSCC Community College					
SPSCC Community College System, SPCC	2011 Mottman SW	488,043	0.0946	94,666.32	94,666.32
Subtotal-SPSCC Community College		488,043	0.0946	94,666.32	94,666.32
				Total 2013-2015	
				189,332.64	

Department of Fish & Wildlife					
Wildlife Annex <i>Adjustment to reflect sale of building as of April 2013</i>	516 Washington St NE	31,250	0.0061	6,104.28 (6,104.28)	6,104.28 (6,104.28)
				0.00	0.00
Wildlife Office <i>Adjustment to reflect sale of building as of April 2013</i>	600 Washington St NE	720	0.0001	100.07 (100.07)	100.07 (100.07)
				0.00	0.00
Wildlife Office	600 Capitol Wy N	14,500	0.0028	2,801.96	2,801.96
Subtotal-Department of Fish & Wildlife		46,470	0.0090	2,801.96	2,801.96
				Total 2013-2015	
				5,603.92	

Washington State Historical Society					
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List of State Buildings in the City of Olympia
Updated as of December 31, 2013

STATE AGENCY OWNER AND BUILDING NAMES	ADDRESS OF BUILDING	Gross SF	%	COSTS FY14	COSTS FY15
WSHS, State Capitol Museum	211 21st Avenue SW	15,483	0.0030	3,002.10	3,002.10
Subtotal-Washington State Historical Society		15,483	0.0030	3,002.10	3,002.10
Total 2013-2015				6,004.20	

Military Department					
Armory	515 Eastside St SE	41,083	0.0080	8,005.61	8,005.61
Armory-Vehicle Storage	515 Eastside St SE	6,656	0.0013	1,300.91	1,300.91
Subtotal-Military Department		47,739	0.0093	9,306.52	9,306.52
Total 2013-2015				18,613.04	

Consolidated Technology Services					
Jefferson Building	1500 Jefferson	379,184	0.0735	73,551.53	73,551.53
Subtotal-Consolidated Technology Services		379,184	0.0735	73,551.53	73,551.53
Total 2013-2015				147,103.06	

Total for 2013-2015 City of Olympia Fire Protection Services		5,161,480		1,980,737.63	
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CF #
See 20805
FOR ORIGINAL agr

**AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN THE CITY OF OLYMPIA AND
WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES
FOR FIRE PROTECTION SERVICES**

20805

This Amendment No.1 documents the parties' mutual agreement to modify that certain Interlocal Agreement No. K1798, dated July 9, 2013, (the Agreement) between the City of Olympia (City) and the state of Washington Department of Enterprise Services (DES). The Agreement is hereby amended pursuant to Section VII, Agreement Alterations and Amendments, as follows:

1. Section V *Billing/Payment Procedures* is hereby modified to show that DES shall be making quarterly payments to the City for Consolidated Technology Services for the Jefferson Building and is hereby amended in its entirety to read as follows:

V. Billing/Payment Procedures

The CITY will invoice state agencies quarterly in July, October, January and April, per Billing Schedule below, on or before the 10th of the quarter month (July, October, January and April). The state agencies will pay the CITY within 30 days of receipt of properly executed invoice.

Annual Billing Schedule					
State Agency	Qtr 1 July	Qtr 2 October	Qtr 3 January	Qtr 4 April	Fiscal Year Total
Enterprise Services *	\$221,179.95	\$221,179.95	\$221,179.95	\$221,179.95	\$884,719.80
SPSCC	23,666.58	23,666.58	23,666.58	23,666.58	94,666.32
Fish & Wildlife	2,251.58	2,251.58	2,251.58	2,251.57	9,006.31
State Historical Society	750.53	750.53	750.53	750.51	3,002.10
Military Department	2,326.63	2,326.63	2,326.63	2,326.64	9,306.53
Fiscal Year Total	\$250,175.27	\$250,175.27	\$250,175.27	\$250,175.24	\$1,000,701.06

* Department of Enterprise Services quarterly invoices include the fees for Consolidated Technology Services, Jefferson Building, \$18,387.88 per quarter.

DES's invoices shall be forwarded to:
Department of Enterprise Services
Finance Office
PO Box 41460
Olympia, WA 98504-1460

2. All other terms, conditions, and exhibits of the Agreement shall remain in full force and effect and are not altered or affected in any way unless specifically modified herein. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.
3. Prior to its entry into force, this Amendment shall be filed with the Thurston County Auditor or posted upon a party's website or other electronically retrievable public source as provided by RCW 39.34.040.
4. Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.
5. This Agreement shall take effect as of the date of filing or posting as required by RCW 39.34.040.
6. The undersigned acknowledge that they are authorized to execute this Amendment and bind their respective agencies to the obligations set forth herein.

City of Olympia

Department of Enterprise Services


SIGNATURE


SIGNATURE

STEPHAN H. BUXBAUM
NAME

THOMAS HENDERSON
NAME

MAYOR
TITLE

ASSISTANT DIRECTOR
TITLE

12-3-13
DATE

11-14-13
DATE

APPROVED AS TO FORM:


CITY ATTORNEY

When recorded return to:
City of Olympia
PO Box 1967
Olympia, WA 98507-1967

20537

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF OLYMPIA AND
WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES
FOR FIRE PROTECTION SERVICES**

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

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

Whereas, the State of Washington and the City in 1993 entered into a contract under which the State of Washington would pay its share of costs for fire protection services for state-owned buildings within the City; and

Whereas, the 1993 Agreement was the product of good faith negotiations between the Washington State Department of Enterprise Services, on behalf of DES and the City; and

Whereas, such negotiations produced a formula for computing the state's share of the City Fire Department's budget, representing the State-owned portion of total square footage of buildings within the City; and

Whereas, the agreement negotiated in 2011 will expire on June 30, 2013; and

Whereas, the various state agencies with buildings located within the city limits of Olympia have authorized Washington State Department of Enterprise Services to negotiate with the City on their behalf for Fire Protection Agreements to run from July 1, 2013 through June 30, 2015; and

Whereas, the City and the Washington State Department of Enterprise Services have negotiated in good faith under the same formula used for the 1993 Agreement; and

Whereas, an increase in the base amount for the new contract is for new salary and wage negotiations that have been completed for the City Fire Department; and

Whereas, the amount set forth below for Washington State Department of Enterprise Services represents its share of costs for the 2013 –2015 Biennium Fire Protection Agreement; and

Whereas, said amount is a fair share of the City's fire protection costs, being the result of good faith negotiations between the parties.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia herein referred to as "CITY" and Washington State Department of Enterprise Services, herein referred to as "DES," agrees as follows:

I. Purpose/Objective

The purpose of this Agreement is for the CITY to provide fire protection services for State-owned buildings as noted in Exhibit "A".

II. Scope of Agreement/Work

The CITY shall do all things necessary to provide fire protection services for State-owned buildings administered by DES as outlined in **Exhibit "A"**, in the same manner as the CITY provides such protection to other similar establishments within Olympia.

The CITY Fire Chief shall be responsible for management of the services provided herein. The Fire Chief shall be the contact person for all communication regarding the work under this Agreement. Any requests for records or documents or any other inquiries by DES shall be submitted to the Fire Chief.

III. Consideration

The State of Washington agencies listed in V. Billing/Payment Procedures shall collectively pay the CITY their portion of these costs. The State of Washington shall pay the CITY the amount of \$1,000,701.06 for each full year of service under this Agreement according to the calculations outlined in **Exhibit "B."** DES and the CITY have determined that the cost of accomplishing the work herein will not exceed \$2,001,402.12 for the 2013-2015 biennial period.

Costs are pro-rated and will be billed by the CITY to the various state agencies as outlined in V. Billing/Payment procedures.

IV. Records Maintenance

The CITY shall maintain all budget documents and other records required by law which reflect the costs of fire protection services provided by the CITY. These documents and

records shall be subject to inspection or review by GA, agencies named in this agreement, or any other party so authorized by law.

V. Billing/Payment Procedures

The CITY will invoice state agencies quarterly in July, October, January and April, per Billing Schedule below, on or before the 10th of the quarter month (July, October, January and April). The state agencies will pay the CITY within 30 days of receipt of properly executed invoice.

Annual Billing Schedule					
State Agency	Qtr1- July	Qtr2- October	Qtr3- January	Qtr4- April	Fiscal Year Total
Enterprise Services	\$202,792.07	\$202,792.07	\$202,792.07	\$202,792.07	\$811,168.28
SPSCC	23,666.58	23,666.58	23,666.58	23,666.58	94,666.32
Fish & Wildlife	2,251.58	2,251.58	2,251.58	2,251.57	9,006.31
State Historical Society	750.53	750.53	750.53	750.51	3,002.10
Military Department	2,326.63	2,326.63	2,326.63	2,326.64	9,306.53
Consolidated Technology Services	18,387.88	18,387.88	18,387.88	18,387.88	73,551.52
Fiscal Year Total	\$250,175.27	\$250,175.27	\$250,175.27	\$250,175.24	\$1,000,701.06

DES's invoices shall be forwarded to:
 Department of Enterprise Services
 Finance Office
 PO Box 41460
 Olympia, WA 98504-1460

VI. Indemnification & Insurance

DES and the CITY each agree to defend, indemnify and hold the other, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with each entity's respective performance of its responsibilities under the Agreement, except to the extent such injuries and damages are caused by the negligence of the other.

VII. Agreement Alterations and Amendments

DES and the CITY may mutually amend this Agreement at any time. Such amendments shall not be binding unless they are in writing and signed by authorized representatives of DES and the CITY, or their respective delegates. Changes to agencies rate and/or amounts, not DES, must be negotiated between DES and the agencies, in writing, prior to DES signing Amendment(s). DES's rates and/or amounts shall be negotiated between DES and the CITY.

VIII. Duration of Agreement

The period of performance of this Agreement is from July 1, 2013, and shall continue through June 30, 2015, unless terminated sooner as provided herein.

IX. Termination of Agreement

This Agreement may be terminated by either party upon sixty (60) days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement rendered prior to the effective date of termination.

X. Disputes

If a dispute arises under this Agreement, it shall be determined by a Dispute Resolution Board comprised of individuals selected in the following manner: appointments of one person each to the Dispute Resolution Board shall be made by the agency head of DES and the CITY Manager of the CITY. Both board members shall jointly appoint a third member to the Dispute Resolution Board. The Dispute Resolution Board shall evaluate the dispute and make a determination based on submittals of both parties. Dispute resolution shall be attempted prior to filing any action in court.

XI. Entire Agreement

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

XII. Severability

If any provision of the Agreement or its application to any person or circumstance is held invalid, the remainder of this Agreement, or application of the provision to other persons or circumstances shall be unaffected.

XIII. Recording

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

XIV. Notice

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA

Attn: Larry Dibble, Fire Chief

Re: Interlocal Agreement with Washington State Department of Enterprise Services

PO Box 1967

Olympia, WA 98507-1967

WASHINGTON STATE DEPARTMENT OF

Enterprise Services

Attn: Carrie Martin, Property Management Group Manager

Re: Interlocal Agreement with City of Olympia

1500 Jefferson – PO Box 41480

Olympia, WA 98504-1480

XV. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Thurston County.

XVI. Effective Date

This Agreement shall take effect on July 1, 2013.

CITY OF OLYMPIA



Mayor

Date: July 9, 2013

Approved as to form:
Darren Nienaber

City Attorney

WASHINGTON STATE
DEPARTMENT OF ENTERPRISE
SERVICES



Thomas Henderson
Assistant Director

Date: 6-27-13

**2013-2015 INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES
BETWEEN
CITY OF OLYMPIA AND STATE OF WASHINGTON ENTERPRISE SERVICES**

WA State's Square Footage: 4,792,311.00
 2011/2013 State of WA Square Footage (sq ft) within the City of Olympia from G.A. (6/2008 thru 6/2010)

	<u>Add/Delete Sq. Ft.</u>	<u>Total change of Sq. Ft.</u>
Changes in sq ft for the 2013-2015 Interlocal Agreement:	369,169	
Total 2013/2015 State of WA (sq ft) within the City of Olympia (List of buildings provided by Enterprise Services June of 2010 thru June of 2012)		5,161,480

FORMULA	<u>Budget</u>
2011's Fire Department's Budget	11,625,398
Minus 2011 Fire Department's program revenues	(2,659,822)
City Services budget	510,877
Percentages of the following City Services:	
Executive's Budget (6% Avg)	
Legal's Budget (20%)	
Human Resources Budget (13.35%)	
Administrative Budget (6.13% Avg)	
	<hr/>

Net budget per formula	9,476,453
City of Olympia Square Footage:	
Previous GSF - City of Olympia from July 2008 thru June of 2010 - 2011-2013 contract	47,982,270
Add in last 6 mos of 2010's City of Olympia sq ft	257,660
All of 2011's added City of Olympia sq ft	442,577
First 6 mos of 2012's added City of Olympia's sq ft.	195,749
Total of updated square footage	<u>48,878,256</u>

Take State's sq ft divide into City sq ft	10.560%
2011's Budget per formula above times percentage of state buildings in City	1,000,701.06
New Billing amount for 2013-15	\$1,000,701.06

STATE'S FAIR SHARE/STATE SQ. FT. = SQ. FT. RATE	
New billing amount for 2013-15	\$1,000,701.06
2013-2015 Protected State's building Sq. Ft.	5,161,480.00
Divide new billing amount by State's sq footage	0.1939
State's Sq footage rate for 2013-2015	0.1939
Rounded	0.19
2013-2015 Total Billing for Agreement	\$1,000,701.06

List of State Buildings in the City of Olympia
as of January 2013

STATE AGENCY OWNER AND BUILDING NAMES	ADDRESS OF BUILDING	Gross SF	%	COSTS FY14	COSTS FY15
Department of General Administration					
Archives (Storage)	1129 Washington St SE	51,317	0.0099	9,906.94	9,906.94
Ayer Press House	1417 Columbia St SW	3,727	0.0007	700.49	700.49
Columbia St. Garage	121 Union Av SW	71,000	0.0138	13,809.67	13,809.67
Conservatory (Greenhouse)	1115 Water St SW	11,300	0.0022	2,201.54	2,201.54
Employment Security	212 Maple Park Av SE	86,300	0.0167	16,711.71	16,711.71
GA Garage	124 Union Av SW	67,100	0.0130	13,009.11	13,009.11
General Administration	210 11 th Av SW	283,865	0.0550	55,038.56	55,038.56
Governor's Mansion	501 13 th Av SW	21,400	0.0041	4,102.87	4,102.87
Highway Licenses	1125 Washington St SE	193,900	0.0376	37,626.36	37,626.36
Irving R. Newhouse Building	215 Sid Snyder Av SW	25,084	0.0049	4,903.44	4,903.44
Insurance	302 Sid Snyder Av SW	66,502	0.0129	12,909.04	12,909.04
John A. Cherberg	304 15 th Av SW	100,377	0.0194	19,413.60	19,413.60
John L. O'Brien	504 15 th Av SW	100,700	0.0195	19,513.67	19,513.67
Legislative	416 Sid Snyder Av SW	255,564	0.0495	49,534.70	49,534.70
Natural Resources Building	1111 Washington St SE	387,558	0.0751	75,152.65	75,152.65
NRB Garage	1111 Washington St SE	394,200	0.0764	76,453.56	76,453.56
Office Building Two	1115 Washington St SE	379,204	0.0735	73,551.53	73,551.53
Old Capitol	614 Washington St SE	120,500	0.0233	23,316.33	23,316.33
Plaza Garage	200 14th Av SE	846,100	0.1640	164,115.01	164,115.01
Powerhouse	900 Water St SW	10,000	0.0019	1,901.33	1,901.33
Joel M. Pritchard Building	415 15th Av SW	55,485	0.0107	10,707.50	10,707.50
ProArts	206-208 11th Av c	11,243	0.0022	2,201.54	2,201.54
Carlton Press House	201 Sid Snyder Av SW	5,600	0.0011	1,100.77	1,100.77
State Farm	1068 Washington Street	1,539	0.0003	300.21	300.21
Temple of Justice	415 12th Av SW	85,900	0.0166	16,611.64	16,611.64
Transportation	310 Maple Park Av SE	204,767	0.0397	39,727.83	39,727.83
DOT Garage	310 Maple Park Av SE	157,800	0.0306	30,621.45	30,621.45
Information - Visitor Center	103 Sid Snyder Ave SW	1,500	0.0003	300.21	300.21

List of State Buildings in the City of Olympia
as of January 2013

STATE AGENCY OWNER AND BUILDING NAMES	ADDRESS OF BUILDING	Gross SF	%	COSTS FY14	COSTS FY15
Capitol Park Building	1063 Capitol Wy S	57,500	0.0111	11,107.78	11,107.78
600 Franklin	600 Franklin St SE	28,578	0.0055	5,503.86	5,503.86
State Daycare on Perry	232 Perry Street	7,138	0.0014	1,400.98	1,400.98
Union Avenue Building	120 Union Av SE	12,900	0.0025	2,501.75	2,501.75
Washington State Building	1007 Washington St SE	14,580	0.0028	2,801.96	2,801.96
Capitol Ct. Building	1110 S. Capital Way	40,948	0.0079	7,905.54	7,905.54
James M. Dolliver Building	801 Capital Way S	23,385	0.0045	4,503.15	4,503.15
Subtotal-Department of General Administration		4,184,561	0.8106	811,168.28	811,168.28
				1,622,336.56	

SPSCC Community College					
SPSCC Community College System, SPCC	2011 Mottman SW	488,043	0.0946	94,666.32	94,666.32
Subtotal-SPSCC Community College		488,043	0.0946	94,666.32	94,666.32
				189,332.64	

Department of Fish & Wildlife					
Wildlife Annex	516 Washington St NE	31,250	0.0061	6,104.28	6,104.28
Wildlife Office	600 Washington St NE	720	0.0001	100.07	100.07
Wildlife Office	600 Capitol Wy N	14,500	0.0028	2,801.96	2,801.96
Subtotal-Department of Fish & Wildlife		46,470	0.0090	9,006.31	9,006.31
				18,012.62	

Washington State Historical Society					
WSHS, State Capitol Museum	211 21st Avenue SW	15,483	0.0030	3,002.10	3,002.10
Subtotal-Washington State Historical Society		15,483	0.0030	3,002.10	3,002.10
				6,004.20	

Military Department					
Armory	515 Eastside St SE	41,083	0.0080	8,005.61	8,005.61

**List of State Buildings in the City of Olympia
as of January 2013**

STATE AGENCY OWNER AND BUILDING NAMES	ADDRESS OF BUILDING	Gross SF	%	COSTS FY14	COSTS FY15
Armory-Vehicle Storage	515 Eastside St SE	6,656	0.0013	1,300.91	1,300.91
Subtotal-Military Department		47,739	0.0093	9,306.52	9,306.52
		Total 2013-2015		18,613.04	
Consolidated Technology Services					
Jefferson Building	1500 Jefferson	379,184	0.0735	73,551.53	73,551.53
Subtotal-Consolidated Technology Services		379,184	0.0735	73,551.53	73,551.53
		Total 2013-2015		147,103.06	
Total for 2013-2015 City of Olympia Fire Protection Services		5,161,480		2,001,402.12	



City of Olympia

City Council

Approval to Use \$11,500 from Asset Forfeiture Funds for Law Enforcement Management Training

Agenda Date: 7/8/2014
Agenda Item Number: 4.L
File Number:14-0687

Type: decision **Version:** 1 **Status:** Consent Calendar

Title

Approval to Use \$11,500 from Asset Forfeiture Funds for Law Enforcement Management Training

Recommended Action

Committee Recommendation:

Not referred to Committee

City Manager Recommendation:

Move to approve the use of \$11,500 of Asset Forfeiture funds for Police management training.

Report

Issue:

The Police Department management team, from first line supervisors through the Chief, attended management training in preparation for significant strategic planning. The Department asks that the cost of the week-long training be paid out of the Asset Forfeiture fund.

Staff Contact:

Laura Wohl, Administrative Services Manager
Police Department
360.753.8214

Presenter(s):

NA

Background and Analysis:

The Olympia Police Department completed a large asset forfeiture process in late 2001, following criminal convictions in a homicide case. The net proceeds, \$369,247, were placed in the Special Accounts Control Fund, Seizure and Forfeiture Account ("Asset Forfeiture Fund"). By statute, money seized and/or forfeited as a result of criminal behavior must be used "exclusively for the expansion and improvement of law enforcement activities," and the funds may not be used to supplant pre-existing funding sources (RCW 10.105.010).

When the Asset Forfeiture Fund was established in 2002, Council determined that one of the primary

purposes for its use was to invest in our employees by providing them with special training and educational opportunities that would otherwise not be affordable. Each year since the fund was created, the Department has used a portion of the fund balance to provide that type of training.

Prior to embarking on a comprehensive strategic planning process, the entire supervisory and management team of the Department attended "The Leadership Academy", a week-long course focusing on leadership, organizational structure, and team building. The training provided the foundations for creating an organization that builds public trust, empowers employees and plans for the future.

Neighborhood/Community Interests (if known):

NA

Options:

Approve expenditure of approximately \$11,500 from the Asset Forfeiture Fund for specialized training.

- Preserves the General Fund training budget for the Department.
- Further drains the Asset Forfeiture Fund

Elect not to expend Asset Forfeiture Fund monies for this purpose.

- Preserves the money in the Asset Forfeiture Fund.
- Restricts the Department's ability to provide other training opportunities to staff through the General Fund budget

Financial Impact:

\$11,500 of the special Asset Forfeiture fund. The fund balance as of May 31, 2014 is \$123,334.14.



City of Olympia

City Council

Approval of Appropriations Ordinance in the Amount of \$325,000 for PSE Street Light LED Conversion

Agenda Date: 7/8/2014
Agenda Item Number: 4.M
File Number: 14-0577

Type: ordinance **Version:** 2 **Status:** 2d Reading-Consent

Title

Approval of Appropriations Ordinance in the Amount of \$325,000 for PSE Street Light LED Conversion

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on second reading an Ordinance appropriating \$325,000 from the General Fund to the Street Lighting Improvement Project for PSE street light LED conversion.

Report

Issue:

Whether to approve appropriations ordinance to convert PSE-owned street lights to LED technology.

Staff Contact:

Mark Russell, P.E., Director of Transportation, Public Works Department, 360.753.8762

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The background and analysis have not change from first to second reading.

There are approximately 1,300 street lights owned by Puget Sound Energy (PSE) throughout the City. Based upon the success of converting City-owned street lights to LED technology, Council recently approved year-end funds to convert the remaining PSE-owned street lights. PSE routinely performs this work through their street lighting team, Intolight, and the conversion would be finished within a year.

The estimated cost to the City is \$325,000. PSE only charges the difference in price between traditional fixtures and the more expensive LED fixtures because they cannot pass these costs onto

all of their rate payers. The City's energy bill, as well as greenhouse gases, will be lower. This annual savings is approximately \$60,000 per year, which pays for the improvements in about five years. The City will also qualify for an additional \$50,000 PSE rebate after the work is finished.

The proposed appropriations ordinance for this project is attached.

Neighborhood/Community Interests (if known):

LED street lights save money and provide better quality lighting that improves the visibility and safety of pedestrians, bicyclists, and vehicles. To date, the City has converted approximately 3,200 street lights and the feedback from citizens has been positive. The few concerns received were related to light color or brightness. These issues were easily addressed by making minor adjustments to the light fixture.

Options:

1. Approve appropriations ordinance in the amount of \$325,000 for PSE street light LED conversion on second reading. Project proceeds as planned.
2. Do not approve the appropriations ordinance. PSE-owned street lights will not be converted to LED technology at this time.

Financial Impact:

In May, Council approved ordinance 6901 which appropriated \$325,000 in 2013 fund balance to the General Fund for this purpose. With tonight's ordinance, the funds are appropriated from the General Fund to the Street Lighting Improvement Project.

Attachment:

1 - \$325,000 Ordinance for PSE Light Conversion

Ordinance No.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE 2014 BUDGET, AND APPROPRIATING \$325,000 FOR CONVERSION OF PSE STREET LIGHTS TO LED TECHNOLOGY, FUNDED FROM THE GENERAL FUND, FUND BALANCE.

WHEREAS, the City pays for power costs of PSE owned lights for City streets; and

WHEREAS, the conversion of PSE street lights to LED technology will conserve energy and lower power costs

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. That the following appropriations are hereby made:

CAPITAL IMPROVEMENT FUND

Resources:	Transfer in from General Fund	\$325,000
	TOTAL RESOURCES	\$325,000
Appropriations:	Street lighting improvement program	\$325,000
	TOTAL APPROPRIATIONS	\$325,000

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Nienaber

DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City of Olympia

City Council

Approval of an Ordinance Relating to Non-discrimination and Amending Olympia Municipal Code Sections 1.04.010, 1.24.010, and 3.18

Agenda Date: 7/8/2014
Agenda Item Number: 4.N
File Number: 14-0592

Type: ordinance **Version:** 2 **Status:** 2d Reading-Consent

Title

Approval of an Ordinance Relating to Non-discrimination and Amending Olympia Municipal Code Sections 1.04.010, 1.24.010, and 3.18

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on second reading an ordinance relating to non-discrimination, amending Olympia Municipal Code Sections 1.04.010, 1.24.010, and 3.18.

Report

Issue:

Whether to update the City's non-discrimination provisions in the Olympia Municipal Code due to changes in state law.

Staff Contact:

Caroline Lacey, Senior Personnel Analyst, Administrative Services, 360.753.8442

Presenter(s):

None.

Background and Analysis:

The background and analysis have not changed from first to second reading.

This is an update to the City's non-discrimination code due to changes in state law. Current language in the Olympia Municipal Code is more limiting than state law in the protection of lesbian, gay, bisexual, transgender individuals. In addition, there has been an expansion in state marriage law (26.04 RCW) and a narrowing of the definition of state registered domestic partnerships (26.60 RCW), which leave certain provisions of the Olympia Municipal Code outdated. These edits provide a broader definition of sexual orientation and deletes the requirement of equal benefits for

traditionally defined domestic partners (no longer necessary). The ordinance broadens the requirement for those who contract with the City for goods, services, or projects totaling \$50,000 or more to sign a declaration that they do not discriminate in providing benefits to anyone based on a protected class status and that they have non-discrimination policies in place.

Neighborhood/Community Interests (if known):

Olympia's Lesbian, Gay, Bisexual, and Transsexual citizens and supporters will be pleased to see these changes because they reflect local support for equal rights for everyone.

Options:

1. Approve the recommended Ordinance
2. No other viable option because of changes in State law.

Financial Impact:

No financial impact.

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO
NON-DISCRIMINATION AND AMENDING OLYMPIA MUNICIPAL CODE
SECTIONS 1.04.010, 1.24.010 AND OLYMPIA MUNICIPAL CODE CHAPTER
3.18.**

WHEREAS, it is in the public interest to ensure that City services and resources be delivered to Olympia citizens in a fair and impartial manner; and

WHEREAS, it is appropriate that safeguards against discrimination be enacted by the City Council and set forth in the Olympia Municipal Code; and

WHEREAS, certain updates to the Olympia Municipal Code must be made to recognize and be consistent with changes in state law;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. Amendment of OMC 1.04.010. Olympia Municipal Code Section 1.04.010 is hereby amended to read as follows:

1.04.010 Definitions

The following words and phrases, whenever used in the ordinances of the City of Olympia, shall be construed as defined in this section, unless from the context a different meaning is intended or unless a different meaning is specifically defined and more particularly directed to the use of such words or phrases:

- A. "City" means the City of Olympia or the area within the limits of the City of Olympia, and such area outside the City over which the City has jurisdiction or control by virtue of any constitutional or statutory provision.
- B. "Council" means the City Council of the City of Olympia. "All its members" or "all commissioners" means the total number of councilmembers holding office.
- C. "City Council" means the City Council of the City of Olympia. "All its members" or "all councilmembers" means the total number of councilmembers holding office.
- D. "County" means the county of Thurston.
- E. "Law" denotes applicable federal law, the Constitution and statutes of the state of Washington, the ordinances of the City of Olympia, and, when appropriate, any and all rules and regulations which may be promulgated thereunder.
- F. "Master Meter" means a common meter which provides water service to a community or number of individual users.

G. "May" is permissive.

H. "Month" means a calendar month.

I. "Must" and "shall" are each mandatory.

J. "Oath" includes an affirmation or declaration in all cases in which, by law, an affirmation may be substituted for an oath, and in such cases the words "swear" and "sworn" shall be equivalent to the words "affirm" and "affirmed."

K. "Owner," applied to a building or land, includes any part owner, joint owner, tenant in common, joint tenant, or tenant by the entirety of the whole or a part of such building or land.

L. "Person" includes a natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business, trust, organization, or the manager, lessee, agent, servant, officer or employee of any of them.

M. "Personal property" includes money, goods, chattels, things in action and evidences of debt.

N. "Preceding" and "following" mean next before and next after, respectively.

O. "Property" includes real and personal property.

P. "Real property" includes lands, tenements and hereditaments.

Q. "Sexual orientation" means heterosexuality, homosexuality, bisexuality, and gender expression or identity. As used in this definition, "gender expression or identity" means having or being perceived as having a gender identity, self-image, appearance, behavior, or expression, whether or not that gender identity, self-image, appearance, behavior, or expression is different from that traditionally associated with the sex assigned to that person at birth.

QR. "Sidewalk" means that portion of a street between the curb line and the adjacent property line intended for the use of pedestrians.

RS. "State" means the state of Washington.

ST. "Street" includes all streets, highways, avenues, lanes, alleys, courts, places, squares, curbs, or other public ways in this city which have been or may hereafter be dedicated and open to public use, or such other public property so designated in any law of this state.

TU. "Tenant" and "occupant," applied to a building or land, include any person who occupies the whole or a part of such building or land, whether alone or with others.

UV. "Written" includes printed, typewritten, mimeographed, multi-graphed, or otherwise reproduced in permanent visible form.

VW. "Year" means a calendar year.

Section 2. Amendment of OMC 1.24.010. Olympia Municipal Code Section 1.24.010 is hereby amended to read as follows:

1.24.010 Prohibited

~~A. No officer, official, employee, agent or contractor of the city shall in the rendering or delivery of city services or resources, discriminate against any person(s), firm or organization because of age, sex, race, creed, color, sexual orientation or national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law; provided, that this section shall not affect any other provision in law, ordinance, resolution or rule which grants special consideration, benefit or rights to any person(s), firm or organization based on the above classifications.~~

~~B. The effect of this chapter, as it applies to sexual orientation, is to prohibit only that discrimination which is based solely on a person's heterosexuality or homosexuality.~~

Section 3. Amendment of OMC 3.18. Olympia Municipal Code Chapter 3.18 is hereby amended to read as follows:

3.18.010 Definitions

For the purposes of this ~~ordinance~~ chapter:

A. "Contract" means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost fifty thousand dollars (\$50,000) or more;

B. "Contract awarding authority" means a City Department, Council, employee, or board authorized to enter into or to administer contracts on behalf of the City;

~~C. "Domestic partner" means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Includes same sex and opposite sex partners.~~

~~DC. "Employee benefits" means the provisions of health insurance benefits (medical, dental, vision), provided that it does not include benefits to the extent that the application of the requirements of this ordinance chapter to such benefits may be preempted by federal or state law.~~

3.18.020 City Contracts – Non – Discrimination in Benefits

A. ~~No~~ Each contractor on a City contract shall have in place, prior to contracting with the City, policies prohibiting discrimination discriminate in the provision of employee benefits ~~between an employee with a domestic partner and an employee with a spouse based on age, sex, race, creed, color, sexual orientation or national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law.~~ The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.

B. ~~Other options for compliance allowed. Provided that a contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, a contractor may:~~

- ~~1. Elect to provide benefits to individuals in addition to employees' spouses and employees' domestic partners;~~
- ~~2. Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits; or~~
- ~~3. Provide benefits neither to employees' spouses nor to employees' domestic partners.~~

C. ~~Requirements inapplicable under certain conditions. The City may waive the requirements of this ordinance where:~~

- ~~1. Award of a contract or amendment is necessary to respond to an emergency;~~
- ~~2. The contractor is a sole source;~~
- ~~3. No compliant contractors are capable of providing goods or services that respond to the City's requirements;~~
- ~~4. The contractor is a public entity;~~
- ~~5. The requirements are inconsistent with a grant, subvention or agreement with a public agency;~~
- ~~6. The City is purchasing through a cooperative or joint purchasing agreement.~~

D. ~~The City shall reject an entity's bid or proposal, or terminate a contract, if the City determines that the entity was set up, or is being used, for the purpose of evading the intent of this ordinance.~~

EB. No contract awarding authority shall execute a contract with a contractor unless such contractor has agreed that ~~the contractor~~ it will not discriminate in the provision of employee benefits and has non-discrimination policies in place as provided for in this ordinance chapter. A signed Equal Benefits Compliance Declaration shall be completed by the contractor for all contracts awarded.

FC. All contracts awarded by the City shall contain provisions prohibiting discrimination in the provision of employee benefits, including provisions containing appropriate remedies for the breach thereof as prescribed by this ordinance chapter.

3.18.030 Limitations

The requirements of this ordinance chapter shall apply only to those portions of a contractor's operations that occur:

- A. Within the City;
- B. On real property outside of the City if the property is owned by the City or if the City has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the City; and
- C. Elsewhere in the United States where work related to a City contract is being performed. The requirements of this ordinance chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

3.18.040 Powers and Duties of the City

The City Manager shall have the power to:

- A. Adopt rules and regulations in accordance with this ordinance chapter, establishing standards and procedures for effectively carrying out this ordinance chapter;
- B. Determine and impose appropriate sanctions ~~and/or liquidated damages~~ for violation of this chapter by contractors including, but are not limited to:
 - 1. ~~Disqualification~~ As allowed by law, disqualification of the contractor from ~~bidding on or being awarded a City contract for a period of up to five years~~; and
 - 2. Contractual remedies, including, but not limited to, ~~liquidated damages and termination~~ of the contract.
- C. Examine contractor's benefit programs and policies covered by this ordinance chapter;
- D. Allow for remedial action after a finding of non-compliance, as specified by this ordinance chapter;
- E. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this ordinance chapter.

3.18.050 Appeals

Any aggrieved party may appeal a decision of the City to the City Manager by the submittal of a written request within ten (10) working days of the decision to be appealed. The City Manager's decision will be in

writing with findings upon which the decision was made. Subsequent appeal will be to the Thurston County Superior Court.

3.18.060 Effective Date

The provisions of this chapter shall apply to any contract awarded on or after ~~January~~ August 1, 2005~~2014~~. ~~On or about March 1, 2006, City staff will present to the Council a status report on the implementation of these provisions.~~

Section 4. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section 5. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 6. Effective Date. This Ordinance shall take effect five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



ASSISTANT CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City of Olympia

City Council

Approval of an Ordinance Appropriating \$57,500 for the Community Renewal Area (CRA) and Isthmus Projects, funded from General Fund Balance

Agenda Date: 7/8/2014
Agenda Item Number: 4.O
File Number: 14-0676

Type: ordinance **Version:** 1 **Status:** 1st Reading-Consent

Title

Approval of an Ordinance Appropriating \$57,500 for the Community Renewal Area (CRA) and Isthmus Projects, funded from General Fund Balance

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on first reading and forwarding to second reading an ordinance appropriating \$57,500 for the Community Renewal Area (CRA) and Isthmus Projects, funded from General Fund Balance.

Report

Issue:

The City has been in the process of considering a community renewal area for downtown Olympia over the past two years. Additional funds are needed to provide for additional consulting services from ECONorthwest to continue the Isthmus Urban Design project and to secure additional legal, planning, appraisal and other professional services. The scope of work for ECONorthwest contracts are attached as Attachments 2, 3 and 4.

Staff Contact:

Keith Stahley, Director Community Planning and Development Department 360.753.8227

Background and Analysis:

At its June 10, 2014 meeting, City Council directed staff to return with an appropriations ordinance to fund the additional work necessary to continue the Isthmus Urban Design process.

Options:

1. Approve the appropriations ordinance as presented.
2. Do not approve the appropriations ordinance.

Type: ordinance **Version:** 1 **Status:** 1st Reading-Consent

Financial Impact:

\$57,500 will be appropriated from the General Fund Balance.

Ordinance No.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE 2014 BUDGET, AND APPROPRIATING \$57,500 FOR THE COMMUNITY RENEWAL AREA (CRA) AND ISTHMUS PROJECTS, FUNDED FROM GENERAL FUND FUND BALANCE.

WHEREAS, the ECONorthwest contract for the CRA project requires \$7,500 additional funding for more in-depth analysis of scenarios being developed as part of the CRA project; and

WHEREAS, the CRA and Isthmus projects require an additional \$50,000 in funding for legal, planning, appraisal and other professional services.

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. That the following appropriations are hereby made:

GENERAL FUND

Resources:	Fund balance	\$57,500
	TOTAL RESOURCES	\$57,500
Appropriations:	Council goals – CRA and Isthmus	\$57,500
	TOTAL APPROPRIATIONS	\$57,500

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

(ALA)

PASSED:

APPROVED:

PUBLISHED:

Attachment A

Olympia Community Renewal Area Scope of Work ECONorthwest

March 29, 2013

Approach:

This project has two separate but connected processes. **Component A** is an evaluation of redevelopment opportunity areas, which will result in an action plan for revitalizing selected areas of the City outside of Downtown. It will require about 10 - 15% of overall City effort, and be completed fairly quickly. **Component B** is a detailed Community Renewal Plan for Downtown, and will require more detailed market analysis and action / implementation planning. The schedule for the two components overlaps; to the extent possible, meetings and analyses will address both components to create efficiencies, though the end products will be two separate deliverables. More details follow.

Component A: Redevelopment Opportunities and Implementation Options

Expected outcomes:

- Identify redevelopment opportunities and implementation options for areas of the City of Olympia; areas will be designated by the Advisory committee based on ECO team's market analysis, staff and Advisory committee knowledge, and other research of the areas identified in the RFQ process, but will not include Downtown Olympia. Downtown Olympia is captured in Component B, as described below.
- Identify what land is to be acquired, buildings demolished or redeveloped and what improvements are to be carried out to revitalize each area.
- Analyze market conditions and realities, as well as public tool kit, to help determine project feasibility and priority.
- Create an action plan with suggested next steps for project implementation.

Tasks:

A1. Outreach to stakeholders.

Interview property owners and developers and draw on staff expertise to more fully understand opportunities and constraints in each area. This may be conducted as a roundtable discussion.

A2. Analysis of redevelopment readiness of each site

Evaluate market variables, barriers to redevelopment, tools available to encourage redevelopment, and property owner readiness to determine which areas are most ready to redevelop.

Meet with advisory committee to present and discuss results.

A3. Report and recommendations

Early in the process of completing Component A, the ECO team will meet with the Advisory Committee to collectively determine which areas of the City will

be evaluated.

The consultant will prepare a report that identifies potential redevelopment tools that may apply to these sites, provides a preliminary evaluation of the redevelopment potential of these sites and provides a system for prioritizing redevelopment opportunities in these areas and the use of City resources to further redevelopment of these sites over the next five to ten years. Report should document specific actions to be taken in each area to encourage redevelopment, as well as suggesting a timeline for those actions. In some cases, Community Renewal Area formation may be recommended. In other areas, it may make sense to take very limited or no action in the short-term.

Component B: Community Renewal Area for Downtown

Expected outcomes:

- Develop an analysis of the benefits and constraints of creating a Community Renewal Area or Areas in Downtown Olympia.
- Support outreach and education efforts around the creation of the Community Renewal Area.
- Create a Community Renewal Plan for Downtown Olympia as required by RCW 35.81 for Council's consideration.
- Identify what land is to be acquired, buildings demolished or redeveloped and what improvements are to be carried out to revitalize Downtown.
- Analyze market conditions and realities to help to determine project feasibility and priority.
- Identify what changes in existing land use regulations are necessary to implement the Community Renewal Plan.
- Create an action plan with clear next steps for project implementation.
- Finalize the contract for the \$25,000 in CERB Grant funding.
- Provide an ample opportunity for public engagement while sustaining a sense of urgency and an action orientation.

Tasks:

B1. Outreach to stakeholders

This plan would rely heavily on input from key stakeholders and the general public. The Consultant recommends that the City host a public open-house early in the process to help clarify goals and expectations, and educate the public on what CRAs are and how they work. City will host a second public open house to solicit input from the broader community on project priorities for the Downtown area. Key personnel from the Consultant Team would assist the City in establishing a Community Advisory Committee (CAC) comprised of local property owners, residents and representatives of affected businesses. The Consultant Team would facilitate CAC meetings, soliciting input on appropriate boundaries for a CRA, prioritizing projects and programs to alleviate blight within the CRA, and other issues required to be addressed in the CRA plan.

The Consultant Team will coordinate with affected property owners to understand their plans and objectives and will consider them when preparing project specific redevelopment plans.

B2.Planning and analysis

A. CRA feasibility. The Consultant will analyze the benefits and constraints of creating a CRA in Downtown Olympia and any other redevelopment areas where this tool may be appropriate. This task would result in a concise report that describes how the CRA program works, what types of projects it may help secure funding for, and what are the program's limitations. This report would be targeted at both public officials and the general public, and would be written in a concise and direct fashion, without using technical jargon.

B. Evaluation of Blight. The ECO Team would analyze socio-demographic trends in the Area, including unemployment, and household income, as well as real estate trends such as improvement-to-land-value ratios (I:L), vacancy rates, floor-to-area (FAR) ratios and visual surveys. Using these data, the Consultant would help the City determine to what extent Downtown Olympia suffers from blight, and which areas of Downtown are most crucial to include in the proposed CRA. After determining blight and identifying boundaries for the proposed CRA, the Consultant Team would work with City staff and the Community Advisory Committee to identify specific actions that the City could take to alleviate blight in the CRA and spur private redevelopment and investment in the Area.

C. Project identification and evaluation.

Specific projects could include property to be acquired, buildings to demolish/redevelop, public improvements to spur private investment, and other programs for the purpose of creating or retaining jobs in the Area. For key properties that are identified as potential sites for new development, the Consultant Team would provide visualizations of possible development capacity and building form to show what future redevelopment on the identified sites could look like. These visualizations, based on preliminary land use code and regulations review, and preliminary project pro formas, will help communicate to the community the power of a Community Renewal Area to transform Downtown Olympia into a more vibrant, urban community. The total number and specific sites for visualizations will be determined in consultation with the Advisory Committee and Mithun, the ECO team's architectural subconsultant. Level of detail in the visualizations and total number of sites evaluated will be limited by the amount of budget available.

To ensure that projects identified in the Plan can be implemented, the Consultant Team would work with market data and City staff to provide preliminary project pro formas to illustrate economic viability of the conceptual projects in the Plan, and forecast future tax revenues that could be

generated through redevelopment of the Area. Realizing that many projects would not pencil out through private resources alone, the Consultant would examine a broad range of financing tools that could help spur new development in Downtown Olympia, including State and Federal grants, Local Improvement Districts, Section 108 loans, EB5 foreign investments, sole-source Impact Fees, and various tax credits and abatements.

The Consultant Team will review local land-use codes and other regulations to ensure they can enable the proposed redevelopment called for in the CRA Plan. Where appropriate, the Consultant would recommend changes to local land-use regulations to better facilitate the desired redevelopment. During this analysis, the Consultant will work with staff to confirm consistency with other City planning efforts, such as the updates of the City’s Comprehensive Plan and Shoreline Master Program.

B3. Report and recommendations

The Consultant Team will draft and present a CRA Plan to City Council that has broad-based support from the community, and achieves the City’s vision for a more vibrant Downtown and provides a clear path forward for the next five years while meeting the requirements of the Revised Code of Washington as provided in 35.81.

Tasks and Budget Overview:

Task	Budget
<i>Component A: Redevelopment Opportunities and Implementation Options.</i>	<i>\$20,000</i>
1. Outreach to stakeholders	\$5,000
2. Analysis	\$10,000
3. Report and recommendations	\$5,000
<i>Component B: Downtown CRA</i>	<i>\$85,000</i>
4. Outreach	20,000
5. Planning and Analysis	55,000
6. Plan and Recommendations	10,000
Project Complete	\$105,000*

*Includes \$25,000 in CERB Grant funding.

DATE: Feb 12, 2014 ECO Project #: 20765
TO: Community and Economic Revitalization Committee (CERC)¹
FROM: Lorelei Juntunen
SUBJECT: SCOPE FOR COMPLETING A COMMUNITY RENEWAL AREA PLAN FOR DOWNTOWN OLYMPIA

ECONorthwest is under contract to the City of Olympia to provide redevelopment strategic planning and a Community Renewal Plan (CRP) for downtown Olympia. Significant outreach and technical analysis has been completed, but additional work is needed to advance to Council an adoptable CRP. This memorandum provides the scope for completing the CRP, including preparation for a workshop focused on the Isthmus Area.

The goal of the re-scope remains to produce **an adoptable CRP** that will: (1) address stakeholder concerns about community renewal and help the City move stakeholders toward consensus on a vision for Isthmus redevelopment; (2) define viable projects for Isthmus and roles community renewal can play to achieve these projects ; (3) explain community renewal’s potential to catalyze redevelopment in downtown Olympia. A key component of the revised scope is a community workshop, facilitated with property owners in the Isthmus area and an existing Citizens Advisory Committee (CAC) in a process of evaluating options for redevelopment of that District. **Because the outcome of the community workshop is primarily about engaging the CAC, and their input is likely to affect collective thinking about the CRP and the process that follows, it is possible that additional re-scoping will be necessary after the design workshop.** The CRA process is likely to move forward in some form regardless of outcomes at the workshop, but the specific steps and areas of focus may shift.

Expected outcomes:

- Support outreach and education efforts around the creation of the Community Renewal Area, and a vision for redevelopment of the Isthmus.
- Create a Community Renewal Plan for Downtown Olympia as required by RCW 35.81.010(18) for Council’s consideration.
- Identify what land is to be acquired, buildings demolished or redeveloped and what improvements are to be carried out to revitalize Downtown and in the Isthmus in particular.
- Identify what changes in existing land use regulations are necessary to implement the Community Renewal Plan.
- Create an action plan with clear next steps for project implementation.
- Provide an ample opportunity for public engagement while sustaining a sense of urgency and an action orientation.

¹ Formerly, and sometimes in this document, the “Ad Hoc Committee”

Tasks

1. Isthmus area workshop process

For this workshop, Fregonese Associates, a regional planning and facilitation firm, will join the ECONorthwest team.

A. Preparation

Property owner meeting (February 6, 2014)

This first meeting was convened to discuss the purpose and timing of the workshop, to understand the desires, and to encourage the productive engagement in the workshop of the Isthmus area property owners.

CAC meeting: principles and process (March 6)

To set the workshop conversation off with the right tone, we recommend a pre-meeting with the CAC and property owners², facilitated by Fregonese Associates to accomplish the following:

- Identify a set of principles for the Isthmus that all can agree to. These principles are likely to be basic and high-level statements, such as “the Isthmus must be improved”.
- Identify any areas of disagreement or strongly held opinions that will need to be reconciled through the process.
- Identify and get buy-in on a set of re-use options that can help to test areas of agreement

Fregonese will use instant polling software to allow the participants to remain anonymous, if they choose, in their opinions about the area’s future.

The outcomes of this meeting will significantly shape the agenda and focus of the Design workshop (described in Step 2). With an understanding of likely areas of agreement and disagreement, we can design a workshop and associated visualizations that will best meet the needs of the group.

Community and Economic Revitalization Committee (CERC) Meeting (March 20)

We will check in with the CERC following these two meetings to report findings from the property owner and CAC meeting, and to review a preliminary agenda and process in advance of the design workshop.

² All references to CAC in this scope assume that property owners in the Isthmus are included as members of the CAC.

B. Design workshop

CAC Design Workshop (April 5, 2014)

The Consultant and the City will host a workshop with CAC members (including key property owners) to address issues raised in previous CAC meetings. The workshop will focus on the Isthmus, and be organized as a half-day workshop, facilitated by John Fregonese from Fregonese Associates. ECO will work with Fregonese Associates and City staff to design the details of the workshop, but in general, it will follow this format:

- ECO will present the work completed to date, including the market analysis for downtown Olympia. This is important context for understanding the challenges to redevelopment, but also the imperative for action for downtown.
- The purpose of the workshop will be to work toward agreement on potential uses, public improvements, and design characteristics for the Isthmus properties.
- Fregonese Associates effectively uses instant polling technology to anonymously “take the temperature” of participants, and would use this technology for this workshop to move participants toward consensus by providing value statements about area redevelopment and determining the degree of agreement with those statements.

After the workshop, Fregonese Associates will design one or two (depending on the degree of agreement) conceptual diagrams and site plans, which may be augmented with more detailed photo illustrations at a later date (see “optional visualizations” later in the scope).

CERC/CAC meeting (May 15)

At this meeting, the team will present findings and conclusions from the workshop, including site plans, to receive comments that can be used to fine tune the scenarios and ensure that they are ready for additional public comment.

C. Follow-up

Open house (July, date TBD)

Outputs of the design workshop will be shared with attendees of an open house (described in more detail in the CRP plan completion sections below).

Ad Hoc Committee Meeting (August 21)

We will meet with the Ad Hoc Committee following the CAC meeting to debrief and gather additional feedback for use in preparation of a draft CRP.

CAC meeting (August 21)

The results will be presented at a CAC meeting, along with ideas on how to implement them, to get feedback on how to incorporate the results into a CRP, thoughts about next steps for

additional community engagement and to describe and get feedback on lessons learned through the process.

2. Community Renewal Plan process

A. Outreach and public involvement

ECO will work with City staff to develop materials for and attend an open house that will provide an opportunity for feedback regarding the scenarios from the Isthmus area workshop, but will also provide educational materials and opportunities for feedback regarding the CRP process. The open house will be organized as a drop-in event with topic-specific tables, rather than as a facilitated workshop.

City staff will coordinate venue, invitations, and material production. Fregonese Associates staff will provide refinements to their visualizations and will attend the open house. ECO staff will provide materials regarding CRP, and will attend the open house.

The budget for this task supports additional CAC and Ad Hoc committee meetings, as described in the meetings schedule provided at the end of this work scope. Additional interviews or conversations with property owners or stakeholders may also be necessary; the budget supports some limited additional outreach.

B. Planning and analysis

Evaluation of blight.

ECO will update (as necessary to reflect a final boundary) its analysis of socio-demographic trends in the Area, including unemployment, household income, as well as real estate trends such as improvement-to-land-value ratios, vacancy rates, crime rates, and floor-to-area ratios and visual surveys. This will include an update to the property-specific findings of health and safety blight. Using these data, ECO will document blight findings within the final boundary.

Project identification and evaluation

An outcome of the workshop will be a conceptual visualization (or possibly two options) for the area's redevelopment that matches the vision developed through the workshop process. These visualizations, based on preliminary land use code and regulations review, and review of market data and economic viability, will help communicate to the community the power of a public-private partnership on the Isthmus area to transform Downtown Olympia into a more vibrant, urban community. Realizing that many projects would not pencil out through private resources alone, ECO will examine a range of financing tools that could help spur new development in Downtown Olympia, including State and Federal grants, Local Improvement Districts, Section 108 loans, New Market Tax Credits, EB5 foreign investments, sole-source Impact Fees, City revenue bonds, and various tax credits and abatements. While the numbers will be estimates, the team will also roughly forecast future tax revenues that could be generated through redevelopment of the Isthmus area.

Where appropriate, the Consultant will recommend changes to local land-use regulations to better facilitate the desired redevelopment in the Isthmus area. During this analysis, the Consultant will work with staff to confirm consistency with other City planning efforts, such as the updates of the City’s Comprehensive Plan and Shoreline Master Program.

C. Plan document

ECO will produce visually appealing draft and final versions of the CRP, and present them to the CAC, the CERC Committee, and Council as described in the meeting schedule at the end of this scope of work. The CRP will reflect the broad input received from stakeholders throughout the process, support the City’s vision for a more vibrant Downtown, and provide a clear path forward on Isthmus area properties for the next five years while meeting the requirements of the Revised Code of Washington as provided in 35.81.010(18).

D. Additional visualizations

The budget includes dollars for additional optional visualization in the Isthmus area or other sites. These visualizations may include site plans, photomorphs, massings, or other representations, and will be developed based on conversations between City staff, the CERC, and with Fregonese Associates as needed.

Budget

Task	Additional Budget Needed
1. Isthmus Workshop	
1A. Preparation	None. Covered in initial contract.
1B. Workshop	None. Covered in initial contract.
1C. Follow up	None. Covered in initial contract.
2. Community Renewal Plan	
2A. Outreach	\$15,000
2B. Planning and Analysis	\$15,000
2C. Plan document	\$10,000
2D. Additional Visualization (Optional)	\$10,000
Total	\$50,000

Schedule

Figure 1 provides an overview of key tasks and timeline. Figure 2 provides an overview of meetings and process, with a description of who will attend each meeting.

Figure 1. Overview of key tasks



Figure 2. Meeting schedule

Event	Dates	Purpose	CC	Ad Hoc	CAC	Who attends		
						Staff	ECO	Fregonese
Property owners in Gateway	February 6, 2014	Discuss design workshop and interests in Gateway area						
Ad Hoc Committee	March 6, 2014	CRA process update and principles for Gateway area						
CAC mtg	March 6, 2014	CRA process update and principles for Gateway area						
Ad Hoc Committee	March 20, 2014	Finalize CRA process for Council Consideration						
CAC	April 5, 2014	Design workshop for Gateway area						
CAC	May 15, 2014	Fine tune scenarios for workshop						
OPEN HOUSE	Date TBD, in July	CRA and Gateway area						
Ad Hoc Committee	August 21, 2014	Discuss feedback from open house; show final scenarios; Consider initial draft of CRA plan; clarify development toolkit						
CAC	August 21, 2014	Discuss feedback from open house; show final scenarios; consider initial draft of CRA plan						
Ad Hoc Committee	October 16, 2014	Revised draft of CRA plan						
CAC	October 16, 2014	Revised draft of CRA plan						
Ad Hoc Committee	November 13, 2014	Review draft of CRA plan						
Ad Hoc Committee	December 4, 2013	finalize draft for Council consideration						
City Council	late Dec TBD	Final report draft						
City Council	Jan TBD	Final report presentation						

DATE: 6/2/2014

ECO Project #: 20765

TO: Keith Stahley, City of Olympia

FROM: Lorelei Juntunen and Erik Rundell

SUBJECT: OLYMPIA COMMUNITY RENEWAL AREA ADDITIONAL SCOPE OF WORK

The City of Olympia desires a more in-depth analysis of the financial feasibility and fiscal and economic benefits from the redevelopment of several parcels under the scenarios developed from the May scenarios workshop. This analysis would be in addition to work ECONorthwest is conducting for the City as part of the Community Renewal Area project. This memorandum provides the scope of work for the additional tasks and proposed budget.

Scope of Work

The scope of work will include three additional analytic pieces of work:

- **Pro Forma Scenarios:** This component will include building by building financial analysis for each proposed scenario to assess the development feasibility of each scenario.
- **Fiscal Benefits:** This component will analyze the potential one-time and ongoing tax revenues (property, sales, business & occupation, and utilities) resulting from the additional development in each scenario. The analysis will use a fiscal model tailored to Washington State tax environment, and require updating the model for each scenario and Olympia's tax structure.
- **Qualitative Research:** To assess other economic benefits and costs (property value increases, quality of place improvements, crime reduction, operating costs, etc.) we will review existing research to establish estimates and put these potential benefits in context of each scenario.

Products

We will summarize the findings for each analytic component in a technical memorandum and present the result to the CAC. These presentations will involve two meetings, one by Skype and one in person, with the CAC.

Budget

A summary of the additional hours and budget by each task is shown in the table below.

Labor Expenses	HOURS BY TASK					TOTALS		
	\$/Hour	Scenario Pro Formas	Fiscal Benefits	Qualitative Research	Write-up/ Presentation	Hours	\$	% of Budget
ECONorthwest								
Senior Planner	150.00				15	15	\$2,250	30%
Policy Analyst	140.00	12	12		6	30	\$4,200	56%
Analyst	75.00			8	5	13	\$975	13%
Sub-Total		12	12	8	26	58	\$7,425	99%

Non-Labor Expenses	0	0	0	0	Expense Totals		% of Budget
Travel					\$75	\$75	1%
Total	\$0	\$0	\$0	\$0	\$75	\$75	1%

Summary of Expenses		
Total Labor	\$7,425	99%
Total Non-Labor	\$75	1%
Total Budget	\$7,500	100%



City of Olympia

City Council

Public Hearing Concerning Application for a Master Use Permit for Astound Broadband, LLC

Agenda Date: 7/8/2014
Agenda Item Number: 5.A
File Number: 14-0647

Type: public hearing **Version:** 1 **Status:** Public Hearing

Title

Public Hearing Concerning Application for a Master Use Permit for Astound Broadband, LLC

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

After close of testimony of the public hearing, direct whether to prepare an ordinance for consideration at the Council's next regularly scheduled meeting.

Report

Issue:

Whether the City Council should approve the Application of a Master Use Permit for Astound Broadband, LLC.

Staff Contact:

Fran Eide, P.E, City Engineer, Public Works Engineering, 360.753.8422

Presenter(s):

Fran Eide, P.E, City Engineer, Public Works Engineering

Background and Analysis:

A Master Use Permit, as defined in the Olympia Municipal Code, is an agreement whereby the City may grant general permission to a service provider to enter, use, and occupy the right-of-way for the purpose of locating facilities.

Astound Broadband LLC has made a request to install fiber optic lines throughout the Olympia area (see attached map) to provide telecommunications, internet access, and private line services to potential customers, such as schools, government agencies, and health care facilities, as well as support services to existing cell phone towers.

Pursuant to Olympia Municipal Code Title 11, the City Council is required to conduct a public hearing

and make a decision based upon standards A through I set forth in OMC 11.06.030 (see attachment).

The applicant has acquired all required licenses and approvals to place the new lines on existing Puget Sound Energy power poles.

Staff evaluated the routes the applicant has proposed and found that there is sufficient capacity to accommodate the new lines, both overhead and underground. The addition of these lines will not impact City utilities. The new fiber optic lines will be installed at locations within the right-of-way consistent with Engineering Design and Development Standards.

Once the permit is approved, Astound Broadband can start construction of the new lines. Astound's primary focus is to provide service to Providence St. Peter Hospital at 413 Lilly Road NE.

Neighborhood/Community Interests (if known):

Work on the initial installation of new fiber optic lines is expected to begin in August, assuming the Master Use Permit is approved, and take approximately 30 days to complete.

The applicant will be required to follow all applicable codes and standards, including for traffic control and restoration of affected areas. Construction activities will inconvenience neighborhoods during construction. However, emergency vehicles will not be delayed by construction activities.

The community may benefit from access to an additional telecommunications service provider.

Options:

1. Hold a public hearing on the Application of the Master Use Permit for Astound Broadband, LLC, and direct staff concerning preparation of an ordinance for consideration at the Council's next regularly scheduled meeting.

Financial Impact:

Astound Broadband has paid a \$5,000 application fee. While there is no annual fee, the City can charge the applicant for any staff time necessary to administer the permit during the term of the 5-year permit. A renewal fee will be paid to the City in the future if the applicant chooses to continue to occupy the City's right-of-way.

Attachment(s):

1. Map
2. OMC 11.06.030
3. Sample of previously adopted Master Use Permit Ordinance

11.06.030 Determination by the city

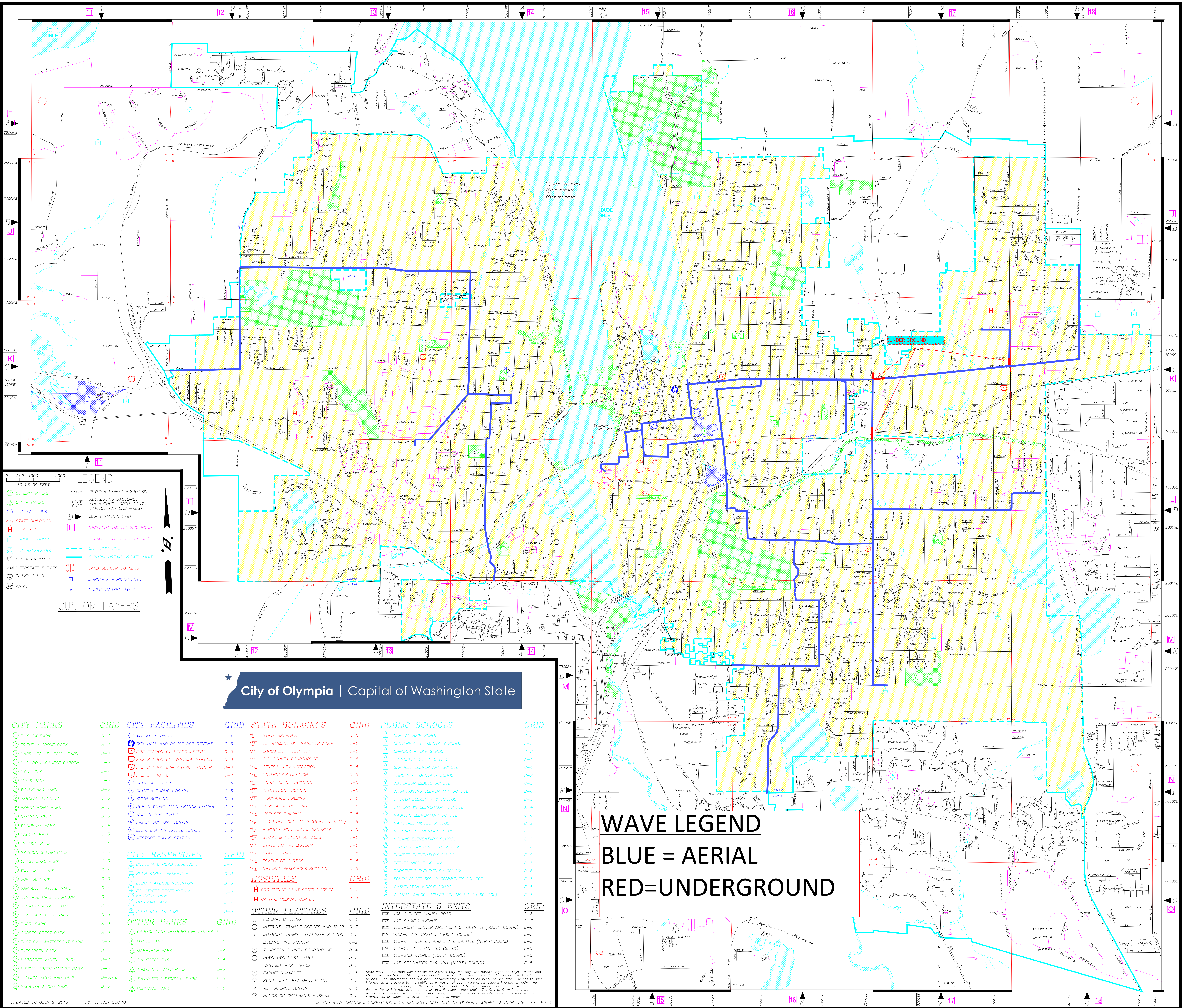
Within one hundred twenty (120) days after receiving a complete application under Section 11.06.020 hereof, the City shall issue a written determination granting or denying the application in whole or in part, except with the agreement of the applicant, or where the City Council cannot reasonably act within the 120-day period. For the purpose of this Section, "act" means that the City makes the decision to grant, condition, or deny the use permit, which may be subject to administrative appeal, or notifies the applicant in writing of the amount of time that will be required to make the decision and the reasons for this time period. If the service provider requires action in less than thirty (30) days, the service provider shall advise the City Council in writing of the reasons why a shortened time period is necessary and the time period within which action by the City is requested. The City Council shall reasonably cooperate to meet the request where practicable.

Prior to granting or denying a franchise under this Chapter, the City Council shall conduct a public hearing and make a decision based upon the standards set forth below. Pursuant to RCW 35A.47.040 [§](#), the City Council shall not approve any master permit hereunder until the next regularly scheduled Council meeting following the public hearing. **The City Councils approval or denial of the application shall be issued in writing, based on the following:**

- A. Whether the applicant has received all requisite licenses, certificates, and authorizations from the Federal Communications Commission, the Washington Utilities and Transportation Commission, and any other federal or state agency with jurisdiction over the activities proposed by the applicant.**
- B. The capacity of the public ways to accommodate the applicant's proposed Facilities.**
- C. The capacity of the right-of-way to accommodate additional utility and Facilities if the master permit is granted.**
- D. The damage or disruption, if any, of public or private facilities, improvements, service, travel or landscaping if the master permit is granted;**
- E. The public interest in minimizing the cost and disruption of construction within the right-of-way.**
- F. Applicants proposed compliance with the City's Development Guidelines.**
- G. The effect, if any, on public health, safety and welfare if the master permit requested is granted.**
- H. The availability of alternate routes and/or locations for the proposed Facilities.**
- I. Applicable federal and state telecommunications laws, regulations and policies.**

The reasons for a denial of a master permit shall be supported by substantial evidence contained in a written record. A service provider adversely affected by the final action denying a master permit, or by an unreasonable failure to act on a master permit as set forth above, may commence an action within thirty (30) days to seek relief, which shall be limited to injunctive relief.

(Ord. 6033 §26, 2000; Ord. 5816 §3, 1998).



SCALE IN FEET
 0 500 1000 2000

LEGEND

- OLYMPIA PARKS
- OTHER PARKS
- CITY FACILITIES
- STATE BUILDINGS
- HOSPITALS
- PUBLIC SCHOOLS
- CITY RESERVOIRS
- OTHER FACILITIES
- INTERSTATE 5 EXITS
- INTERSTATE 5
- SR101

CUSTOM LAYERS

- OLYMPIA STREET ADDRESSING
- ADDRESSING BASELINES
- 4th AVENUE NORTH-SOUTH
- CAPITOL WAY EAST-WEST
- MAP LOCATION GRID
- THURSTON COUNTY GRID INDEX
- PRIVATE ROADS (not official)
- CITY LIMIT LINE
- OLYMPIA URBAN GROWTH LIMIT
- LAND SECTION CORNERS
- MUNICIPAL PARKING LOTS
- PUBLIC PARKING LOTS

City of Olympia | Capital of Washington State

CITY PARKS	GRID CITY FACILITIES	GRID STATE BUILDINGS	GRID PUBLIC SCHOOLS	GRID
BIGELOW PARK	A-6	STATE ARCHIVES	CAPITAL HIGH SCHOOL	C-3
FRIENDLY GROVE PARK	B-6	DEPARTMENT OF TRANSPORTATION	CENTENNIAL ELEMENTARY SCHOOL	F-7
HARRY FAIM'S LEGION PARK	D-6	EMPLOYMENT SECURITY	CHNOCK MIDDLE SCHOOL	A-8
YASHIRO JAPANESE GARDEN	C-5	OLD COUNTY COURTHOUSE	EVERGREEN STATE COLLEGE	C-1
L.B.A. PARK	E-7	GENERAL ADMINISTRATION	GARFIELD ELEMENTARY SCHOOL	C-4
LIONS PARK	C-6	GOVERNOR'S MANSION	HANSEN ELEMENTARY SCHOOL	B-2
WATERSHED PARK	D-6	HOUSE OFFICE BUILDING	JEFFERSON MIDDLE SCHOOL	C-3
PEROVIAL LANDING	C-5	INSTITUTIONS BUILDING	JOHN ROGERS ELEMENTARY SCHOOL	B-6
PRIEST POINT PARK	A-5	INSURANCE BUILDING	LINCOLN ELEMENTARY SCHOOL	D-5
STEVENS FIELD	D-5	LEGISLATIVE BUILDING	L.P. BROWN ELEMENTARY SCHOOL	A-4
WOODRUFF PARK	C-4	LICENSES BUILDING	MADISON ELEMENTARY SCHOOL	C-6
YAUGER PARK	C-3	OLD STATE CAPITAL (EDUCATION BLDG.)	MARSHALL MIDDLE SCHOOL	B-2
TRILLIUM PARK	E-5	PUBLIC LANDS-SOCIAL SECURITY	MCKENNY ELEMENTARY SCHOOL	C-7
MADISON SCENIC PARK	C-6	SOCIAL & HEALTH SERVICES	MCLANE ELEMENTARY SCHOOL	E-1
GRASS LAKE PARK	C-3	STATE CAPITAL MUSEUM	NORTH THURSTON HIGH SCHOOL	C-8
WEST BAY PARK	C-4	STATE LIBRARY	PIONEER ELEMENTARY SCHOOL	C-8
GARFIELD NATURE TRAIL	C-4	TEMPLE OF JUSTICE	REEVES MIDDLE SCHOOL	B-5
HERITAGE PARK FOUNTAIN	C-4	NATURAL RESOURCES BUILDING	ROOSEVELT ELEMENTARY SCHOOL	E-3
DECATUR WOODS PARK	D-4	HOSPITALS	SOUTH PUGET SOUND COMMUNITY COLLEGE	B-6
BIGELOW SPRINGS PARK	C-5	PROVIDENCE SAINT PETER HOSPITAL	WASHINGTON MIDDLE SCHOOL	E-6
BURRI PARK	B-3	CAPITAL MEDICAL CENTER	WILLIAM WINLOCK MILLER (OLYMPIA HIGH SCHOOL)	E-6
COOPER CREST PARK	B-3	OTHER FEATURES		
EAST BAY WATERFRONT PARK	C-5	FEDERAL BUILDING		
EVERGREEN PARK	D-4	INTERCITY TRANSIT OFFICES AND SHOP		
MARGARET MCKENNY PARK	D-7	INTERCITY TRANSIT TRANSFER STATION		
MISSION CREEK NATURE PARK	B-6	MCLANE FIRE STATION		
OLYMPIA WOODLAND TRAIL	D-6,7,8	THURSTON COUNTY COURTHOUSE		
MGRATH WOODS PARK	D-6	DOWNTOWN POST OFFICE		
		FARMER'S POST OFFICE		
		FARMER'S MARKET		
		BUDD INLET TREATMENT PLANT		
		WET SCIENCE CENTER		
		HANDS ON CHILDREN'S MUSEUM		

WAVE LEGEND
 BLUE = AERIAL
 RED = UNDERGROUND

ORDINANCE NO. 6837

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, GRANTING A NON-EXCLUSIVE TELECOMMUNICATIONS MASTER PERMIT TO ELECTRIC LIGHTWAVE LLC, A WHOLLY OWNED SUBSIDIARY OF INTEGRA TELECOM HOLDINGS, INC., LEGALLY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF WASHINGTON, FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING TELECOMMUNICATIONS TRANSMISSION LINES IN CERTAIN PUBLIC RIGHTS-OF-WAY IN THE CITY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Electric Lightwave, LLC, a wholly owned subsidiary of Integra Telecom Holdings, Inc., hereinafter referred to as "ELI," is a competitive telecommunications company providing communications and telecommunications services; and

WHEREAS, ELI's route through the City of Olympia, hereinafter referred to as "City," requires the use of certain portions of City rights-of-way for the installation, operation, and maintenance of a telecommunications system; and

WHEREAS, the City Council held a public hearing on September 18, 2012, and determined that the applicant has satisfied the requirements set forth in OMC 11.06.030 as follows. ELI has submitted licenses, certificates, and authorizations from the Federal Communications Commission, the Washington Utilities and Transportation Commission, and any other federal or state agency with jurisdiction over the activities proposed by the applicant. City Council confirms that the capacity of the public ways can accommodate the applicant's current Facilities if the master permit is granted. ELI confirms that there are currently no additional facilities planned and there is no anticipated damage or disruption to the right of way. Construction of additional facilities will comply with the City's Engineering Design and Development Standards (Engineering Standards). There will be minimal effect, if any, on public health, safety and welfare if the master permit requested is granted. ELI has agreed to comply with all federal, state, and local telecommunications laws, regulations and policies; and

WHEREAS, the Revised Code of Washington (RCW) authorizes the City to grant and regulate nonexclusive Telecommunications Master Permits, for the use of public streets, right-of-ways and other public property, for transmission of communications; and

WHEREAS, in 2001, ELI was granted a five-year nonexclusive Telecommunications Master Permit (Ordinance 6152), which has since expired; and

WHEREAS, the insurance provisions are updated herein and supersede the insurance provisions set forth in Olympia Municipal Code 11.10.220; and

WHEREAS, this Telecommunications Master Permit contains the following:

Section 1. Non-exclusive Telecommunicaitons Master Permit Granted

Section 2. Authority

Section 3. Master Permit Term

Section 4. Acceptance of Terms and Conditions

Section 5. Construction Provisions and Standards

- A. Permit Required
- B. Coordination
- C. Construction Standards
- D. Underground Installation Required
- E. Relocation.
- F. Removal or Abandonment
- G. Bond
- H. "One-Call" Location & Liability
- I. As-Built Plans Required
- J. Recovery of Costs
- K. Vacation

Section 6. Telecommunications Master Permit Compliance.

- A. Telecommunications Master Permit Violations
- B. Emergency Actions.
- C. Other Remedies
- D. Removal of System

Section 7. Insurance

Section 8. Other Permits & Approvals

Section 9. Transfer of Ownership.

Section 10. Administrative Fees.

- Section 11. Notices.
- Section 12. Indemnification.
- Section 13. Severability
- Section 14. Reservation of Rights
- Section 15. Police Powers
- Section 16. Future Rules, Regulations, and Specifications
- Section 17. Effective Date
- Section 18. Law and Venue
- Section 19. Ratification

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. Non-exclusive Telecommunications Master Permit Granted.

A. The City hereby grants to ELI, subject to the conditions prescribed in this ordinance ("Master Permit"), the rights and authority to construct, replace, repair, monitor, maintain, use and operate the equipment and facilities necessary for an underground telecommunications transmission system, within the City-owned rights-of-way generally described in Exhibit A, and hereinafter referred to as the "Master Permit area."

B. Such use shall not be deemed to be exclusive to ELI and shall in no way prohibit or limit the City's ability to grant other Master Permits or rights along, over, or under the areas to which this Master Permit has been granted to ELI; provided, that such other uses do not unreasonably interfere with ELI's exercise of Master Permit rights granted herein, as determined by the City. This Master Permit shall in no way interfere with existing utilities or in any way limit, prohibit or prevent the City from using the Master Permit area, and shall not affect the City's jurisdiction over such area in any way.

Section 2. Authority. The Director of Community Planning and Development "CP&D" or his or her designee is hereby granted the authority to administer and enforce the terms and provisions of this Master Permit Agreement, and may develop such rules, policies and procedures as he or she deems necessary to carry out the provisions contained herein.

Section 3. Master Permit Term. The Master Permit rights granted herein shall remain in full force and effect for a period of five (5) years from the effective date of this ordinance. This Master Permit shall not take effect and ELI shall have no rights under

this Master Permit unless a written acceptance with the City is received pursuant to Section 4 of this agreement. If ELI requests a Master Permit renewal prior to the expiration date, the City may, at the City's sole discretion, extend the term of this Master Permit beyond the expiration date to allow processing of renewal. If the City elects to extend the term of this Master Permit, written notice of the extension shall be provided to ELI prior to the Master Permit expiration date.

Section 4. Acceptance of Terms and Conditions. The full acceptance of this Master Permit and all the terms and conditions shall be filed with the City Clerk within 30 days of the effective date of this ordinance in the form attached hereto as Exhibit B. Failure on the part of ELI to file said consent within 30 days of the effective date of this ordinance shall void and nullify any and all rights granted under this Master Permit Agreement.

Section 5. Construction Provisions and Standards. The following provisions shall be considered mandatory and failure to abide by any conditions described herein shall be deemed as non-compliance with the terms of this Master Permit Agreement and may result in some or all of the penalties specified in Section 6.

A. Permit Required. No construction, maintenance, or repairs (except for emergency repairs) shall be undertaken in the Master Permit area without first obtaining appropriate permits from CP&D. In case of an emergency, ELI shall within 24 hours of the emergency, obtain a permit from CP&D.

B. Coordination. A City inspector shall inspect all construction projects performed by ELI within the Master Permit area. All work and inspection shall be coordinated with CP&D to ensure consistency with City infrastructure, future Capital Improvement Projects, all developer improvements, and pertinent codes and ordinances.

C. Construction Standards. Any construction, installation, maintenance, and restoration activities performed by or for ELI within the Master Permit area shall be constructed and located so as to produce the least amount of interference with the free passage of pedestrian and vehicular traffic. All construction, installation, maintenance, and restoration activities shall be conducted such that they conform to the most currently adopted version of the Engineering Standards and comply with Title 11 of the Olympia Municipal Code.

D. Underground Installation Required. All new telecommunications cables and junction boxes or other vaulted system components shall be installed underground unless otherwise exempted from this requirement, in writing, by the Director of CP&D.

E. Relocation.

1. ELI shall, at its own expense, temporarily or permanently remove, relocate, place underground, change or alter the position of any facilities or structures within the right-of-way whenever the City has determined that such removal,

relocation, undergrounding, change or alteration is reasonably necessary for the construction, repair, maintenance, installation, public safety, or operation of any City or other public improvement in or upon the rights-of-way. ELI may seek reimbursement for relocation expenses from the City if the undergrounding meets the requirements for reimbursement outlined in Title 11 of the City code and RCW 35.99.060. ELI shall coordinate any undergrounding with other companies that are required to underground in the same area at the same time, or as a part of the same project.

2. ELI may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent rights of way. The City shall evaluate such alternatives and advise ELI in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the facilities. If requested by the City, ELI shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by ELI full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, ELI shall relocate its facilities as otherwise provided in this section.

F. **Removal or Abandonment.** Upon the removal from service of any of ELI's system or other associated structures, facilities and amenities, ELI shall comply with all applicable standards and requirements prescribed by City code and the EDDS for the removal or abandonment of said structures and facilities. No facility constructed or owned by ELI may be abandoned without the express written consent of the City.

G. **Bond.** Before undertaking any of the work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Master Permit Agreement, ELI shall upon the request of the City, furnish a bond executed by ELI and a corporate surety authorized to operate a surety business in the State of Washington, in such sum as may be set and approved by the City Attorney as sufficient to ensure performance of ELI's obligations under this Master Permit Agreement. At ELI's sole option, ELI may provide alternate security in the form of an assignment of funds or a letter of credit, in the same amount as the bond. All forms of bond or alternate security shall be in the form reasonably acceptable to the City Attorney. The bond shall be conditioned so that ELI shall observe all the covenants, terms, and conditions and shall faithfully perform all of the obligations of this Master Permit Agreement, and to repair or replace any defective work or materials discovered in the City's roads, streets, or property. ELI may not encumber a bond required by this section for any other purpose.

H. **"One-Call" Location & Liability.** ELI shall subscribe to and maintain membership in the regional "One-Call" utility location service and shall promptly locate all of its lines upon request. The City shall not be liable for any damages to ELI's system components or for interruptions in service to ELI customers which are a direct result of work performed for any City project for which ELI has failed to properly locate its lines and facilities within the prescribed time limits and guidelines established by

One-Call. The City shall also not be liable for any damages to the ELI system components or for interruptions in service to ELI customers resulting from work performed under a permit issued by the City.

I. **Record Drawings Required.** ELI shall maintain accurate engineering plans and details of all installations within the City limits and shall provide such information in both paper form and electronic form using the most current AutoCAD version prior to close-out of any permits issued by the City and any work undertaken by ELI pursuant to this Master Permit Agreement. The City shall determine the acceptability of any record drawing submittals provided under this section.

J. **Recovery of Costs.** ELI shall be subject to all permit fees associated with activities undertaken through the authority granted in this Master Permit Agreement or under other ordinances of the City. Where the City incurs costs and expenses for review or inspection of activities undertaken through the authority granted in this Master Permit Agreement or any ordinances relating to the subject for which permit fees have not been established, ELI shall pay such reasonable costs and expenses directly to the City.

K. **Vacation.** If, at any time, the City vacates any City road, right-of-way or other City property which is subject to rights granted by this Master Permit Agreement and said vacation is for the purpose of acquiring the fee or other property interest in said road, right-of-way or other City property for the use of the City, in either its proprietary or governmental capacity, then the City may, at its option and by giving 30 days written notice to ELI, terminate this Master Permit Agreement with reference to such City road, right-of-way or other City property so vacated, and the City shall not be liable for any damages or loss to ELI by reason of such termination other than those provided for in RCW 35.99.

Section 6. Master Permit Compliance.

A. **Master Permit Violations.** The failure by ELI to fully comply with any of the provisions of this Master Permit may result in a written notice from the City, which describes the violations of the Master Permit and requests remedial action within 30 days of receipt of such notice. If ELI has not attained full compliance at the end of the 30-day period following receipt of the violation notification, the City may declare an immediate termination of all Master Permit rights and privileges, provided that full compliance was reasonably possible within that 30-day period.

B. Emergency Actions.

1. If any of ELI's actions, or any failure by ELI to act to correct a situation caused by ELI, is deemed by the City to create a threat to life or property, the City may order ELI to immediately correct said threat or, at the City's discretion, the City may undertake measures to correct said threat itself; provided that, when possible, the City shall notify ELI and give ELI an opportunity to correct said threat before undertaking

such corrective measures. ELI shall be liable for all costs, expenses, and damages attributed to the correction of any such emergency situation as undertaken by the City to the extent that such situation was caused by ELI and shall further be liable for all costs, expenses, and damages resulting to the City from such situation and any reimbursement of such costs to the City shall be made within 30 days of written notice of the completion of such action or determination of damages by the City. The failure by ELI to take appropriate action to correct a situation caused by ELI and identified by the City as a threat to public or private safety or property shall be considered a violation of Master Permit terms.

2. If during construction or maintenance of ELI's facilities any damage occurs to an underground facility, and the damage results in the release of natural gas or other hazardous substance or potentially endangers life, health or property, ELI or its contractor shall immediately call 911 or other local emergency response number.

C. **Other Remedies.** Nothing contained in this Master Permit Agreement shall limit the City's available remedies in the event of ELI's failure to comply with the provisions of this Master Permit, to include but not limited to, the City's right to a lawsuit for specific performance and/or damages.

D. **Removal of System.** In the event that this Master Permit is terminated as a result of violations of the terms of this Master Permit, ELI shall at its sole expense, promptly remove all system components and facilities, provided that the City, at its sole option, may allow ELI to abandon its facilities in place.

Section 7. Insurance.

A. ELI shall maintain liability insurance written on an occurrence form during the full term of this Master Permit for bodily injuries and property damages. The policy shall contain coverage in the amounts and conditions set forth in this Section, 7(D).

B. Such insurance shall specifically name, as additional insured, the City, its officers, and employees; shall apply as primary insurance; shall stipulate that no insurance affected by the City will be called on to contribute to a loss covered thereunder; and shall further provide that the policy shall not be modified or canceled during the life of the permit or Master Permit without giving advanced written notice to the City Manager.

C. If the City determines that circumstances warrant an increase in insurance coverage and liability limits to adequately cover the risks of the City, the City may require additional insurance to be acquired. The City shall provide written notice should the City exercise its right to require additional insurance.

D. As a condition of the master permit, the master permittee shall grant, secure, and maintain the following liability insurance policies insuring both the master permittee and the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional

insured parties against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to the grantee, master permittee, or lessee:

1. Commercial general liability insurance, written on an occurrence basis and on form to include premises, products, completed operations, explosions, collapse and underground hazards with limits not less than \$5,000,000.00 per occurrence covering bodily injury or death and property damage and may be placed with a combination of primary and excess liability policies;
2. Automobile liability for owned, non-owned and hired vehicles with a limit of \$3,000,000.00 for each accident covering bodily injury or death and property damage and may be placed with a combination of primary and excess liability policies;
3. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00;
4. The liability insurance policies required by this Section shall be maintained by the master permittee throughout the term of the master permit and such other period of time during which the master permittee is operating without an authorization, master permit or is engaged in the removal of its telecommunications facilities. The master permittee shall provide an insurance certificate, together with an endorsement naming the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional insureds, to the City prior to the commencement of any work or installation of any facilities pursuant to said authorization, or master permit. Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductibles and self-insured retentions shall be the sole responsibility of the master permittee. The liability insurance policies required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The grantee, master permittee, or lessee's insurance shall be primary insurance as respects the City, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of the grantee, master permittee, or lessee's insurance and shall not contribute with it;
5. In addition to the coverage requirements set forth in this Section, the insurance certificate shall state should any of the required insurance be cancelled or not renewed, advanced written notice shall be provided to the City Manager of such intent to cancel or not to renew. Within thirty (30) days after receipt by the

City of said notice, and in no event later than five (5) days prior to said cancellation or intent not to renew, the grantee, master permittee, or lessee shall obtain and furnish to the City replacement insurance certificate meeting the requirements of this Section.

Section 8. Other Permits & Approvals. Nothing in this Agreement shall relieve ELI from any obligation to obtain approvals or permits from applicable federal, state, and City authorities for all activities in the Master Permit area.

Section 9. Transfer of Ownership.

A. The rights, privileges, benefits, title, or interest provided by this Master Permit shall not be sold, transferred, assigned, or otherwise encumbered, without the prior written consent of the City, with such consent not being unreasonably withheld or delayed. No such consent shall be required for a transfer in trust, by other hypothecation, or by assignment or any rights, title, or interest in ELI's system in order to secure indebtedness. Approval shall not be required for mortgaging purposes provided that the collateral pledged for any mortgage shall not include the assets of this Master Permit, or if such transfer is from ELI to another person or entity controlling, controlled by, or under common control with ELI. ELI may license fibers to other users without the consent of the City provided that ELI remains solely responsible for the terms and conditions outlined in this Master Permit.

B. In any transfer of this Master Permit which requires the approval of the City, ELI shall show that the recipient of such transfer has the technical ability, financial capability, and any other legal or general qualifications as reasonably determined by the City to be necessary to ensure that the obligations and terms required under this Master Permit Agreement can be met to the full satisfaction of the City. The qualifications of any transferee shall be determined by hearing before the City Council and the approval to such transfer shall be granted by resolution of the City Council. Any actual and reasonable administrative costs associated with a transfer of this Master Permit which requires the approval of the City, shall be reimbursed to the City within 30 days of such transfer.

Section 10. Administrative Fees.

A. Pursuant to the Revised Code of Washington (RCW), the City is precluded from imposing Master Permit fees for "telephone businesses" defined in RCW 82.04.065, except that fees may be collected for administrative expenses related to such Master Permit. ELI does hereby warrant that its operations as authorized under this Master Permit are those of a telephone business as defined in RCW 82.04.065.

B. ELI shall be subject to a reasonable administrative fee for reimbursement of costs associated with the preparation, processing, and approval of this Master Permit Agreement and for reimbursement of administrative costs for issuing any permits and for inspecting, monitoring or supervising any actions required under Section 5 above.

These costs shall include but not be limited to wages, benefits, overhead expenses, equipment, and supplies associated with such tasks as plan review, site visits, meetings, negotiations, and other functions critical to proper management and oversight of City's right-of-way. Administrative fees exclude normal permit fees as stipulated in Title 11 of the Olympia Municipal Code.

C. In the event ELI submits a request for work beyond scope of original Master Permit, or submits a complex project that requires significant comprehensive plan review, or inspection, ELI shall reimburse the City for Master Permit amendment and expenses associated with the project. ELI shall pay such costs within 30 days of receipt invoice from the City.

D. Failure by ELI to make full payment of bills within the time specified shall be considered sufficient grounds for the termination of all rights and privileges existing under this ordinance utilizing the procedures specified in Section 6 of this ordinance.

Section 11. Notices. Any notice to be served upon the City or ELI shall be delivered to the following addresses respectively:

City:
City of Olympia
ATTN: City Manager

PO Box 1967
Olympia, WA 98507

ELI:
Electric Lightwave, LLC
c/o Integra Telecom, Inc.
Attn.: Department of Law & Policy
1201 NE Lloyd Blvd, Suite 500
Portland, OR 97232

With a copy to:
City of Olympia

ATTN: City Attorney
PO Box 1967
Olympia, WA 98507

Electric Lightwave, LLC
Attn: Contracts Administration
1201 NE Lloyd Blvd., Ste 500
Portland, Oregon 97232

Electric Lightwave, LLC
Attn: Tax Administration
1201 NE Lloyd Blvd., Ste 500
Portland, Oregon 97232

Section 12. Indemnification.

A. ELI shall use reasonable and appropriate precautions to avoid damage to persons or property in the construction, installation, repair, operation, and maintenance of its structures and facilities. ELI shall indemnify and hold the City harmless from all claims, actions or damages, including reasonable attorney's and expert witness fees, which may accrue to or be suffered by any person or persons, corporation or property to the extent caused in part or in whole by any act or omission of ELI, its officers, agents, servants or employees, carried on in the furtherance of the rights, benefits, and

privileges granted to ELI by this Master Permit, including, but not limited to, any delay or failure to comply with the City's directives to relocate or remove its equipment or facilities. In the event any claim or demand is presented to or filed with the City which gives rise to ELI's obligation pursuant to this section, the City shall within a reasonable time notify ELI thereof and ELI shall have a right, at its election, to settle or compromise such claim or demand. In the event any claim or action is commenced in which the City is named a party, and which suit or action is based on a claim or demand which gives rise to ELI's obligation pursuant to this section, the City shall promptly notify ELI thereof, and ELI shall, at its sole cost and expense, defend such suit or action by attorneys of its own election. In defense of such suit or action, ELI may, at its election and at its sole cost and expense, settle or compromise such suit or action.

B. To the extent of any concurrent negligence between ELI and the City, ELI's obligations under this paragraph shall only extend to its share of negligence or fault. The City shall have the right at all times to participate through its own attorney in any suit or action which arises out of any right, privilege, and authority granted by or exercised pursuant to this Master Permit when the City determines that such participation is required to protect the interests of the City or the public. Such participation by the City shall be at the City's sole cost and expense.

C. With respect to the performance of this Master Permit and as to claims against the City, its officers, agents and employees, ELI expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its officers, agents and employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of ELI's officers, agents or employees. This waiver is mutually negotiated by the parties.

Section 13. Severability. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the City may, at its sole option, deem the entire ordinance to be affected and thereby nullified. However, in the event that a determination is made that a section, sentence, clause, or phrase in this ordinance is invalid or unconstitutional, the City may elect to treat the portion declared invalid or unconstitutional as severable and enforce the remaining provisions of this ordinance; provided that, if the City elects to enforce the remaining provisions of the ordinance, ELI shall have the option to terminate the Master Permit Agreement.

Section 14. Reservation of Rights. The parties agree that this Permit is intended to satisfy the requirements of all applicable laws, administrative guidelines, rules, orders, and ordinances. Accordingly, any provision of this agreement or any local ordinance which may conflict with or violate the law shall be invalid and unenforceable, whether occurring before or after the execution of this agreement, it being the intention of the parties to preserve their respective rights and remedies under the law, and that the

execution of this agreement does not constitute a waiver of any rights or obligations by either party under the law.

Section 15. Police Powers. Nothing contained herein shall be deemed to affect the City's authority to exercise its police powers. ELI shall not by this Master Permit obtain any vested rights to use any portion of the City right-of-way except for the locations approved by the City and then only subject to the terms and conditions of this Master Permit. This Master Permit and the permits issued thereunder shall be governed by applicable City ordinances in effect at the time of application for such permits.

Section 16. Future Rules, Regulations, and Specifications. ELI acknowledges that the City may develop rules, regulations, and specifications, including a general ordinance or other regulations governing telecommunications operations in the City. Such regulations, upon written notice to ELI, shall thereafter govern ELI's activities hereunder; provided, however, that in no event shall regulations:

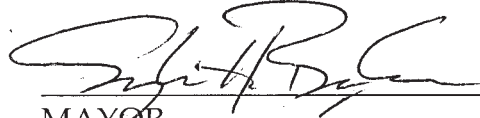
A. materially interfere with or adversely affect ELI's rights pursuant to and in accordance with this Master Permit; or

B. be applied in a discriminatory manner as it pertains to ELI and other similar user of such facilities.

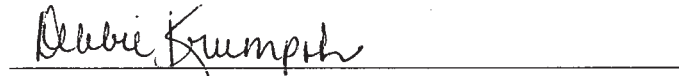
Section 17. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force and effect five (5) days after passage and publication as provided by law.

Section 18. Law and Venue. This Master Permit is issued under the laws of the State of Washington, and the forum for any dispute arising under this Master Permit shall be in Thurston County Superior Court.

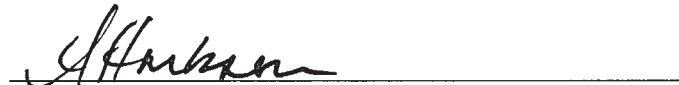
Section 19. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY (ACA)

APPROVED: Dec. 18, 2012

PUBLISHED: Dec. 24, 2012

PASSED: Dec. 18, 2012

ATTACHMENTS: EXHIBIT A, ELI system map (combination ELI/ATI facilities)
EXHIBIT B, Master Permit Agreement Acceptance Form,
ELI

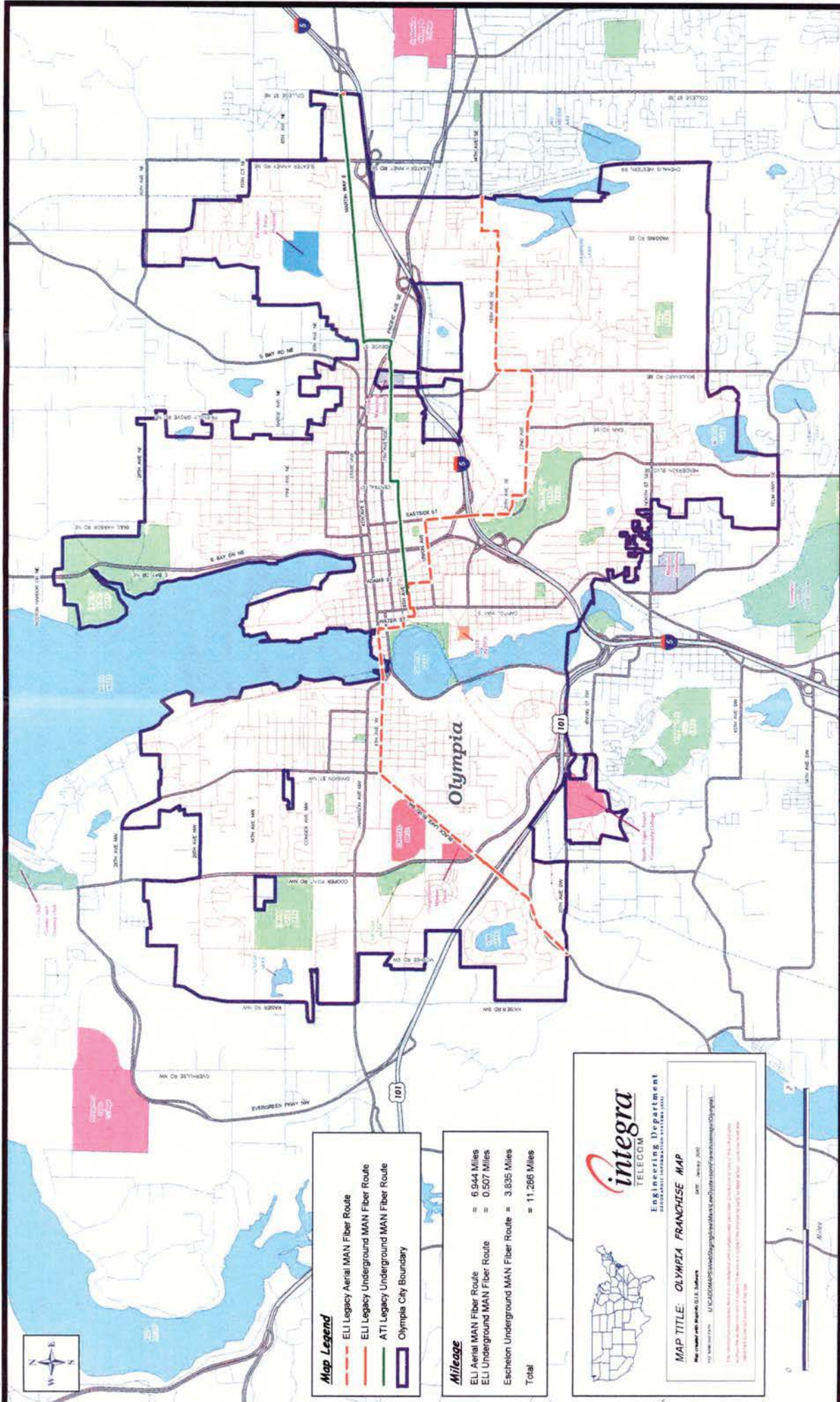


EXHIBIT B

MASTER PERMIT ACCEPTANCE FORM

ELECTRIC LIGHTWAVE, LLC

Date: _____

City of Olympia
City Clerk's Office
PO Box 1967
Olympia, WA 98507

Re: Ordinance No. _____
Adopted _____

In accordance with and as required by Section 4 of the City of Olympia Ordinance referenced above, Electric Lightwave, LLC, hereby accepts the terms, conditions and obligations to be complied with or performed by it under the Ordinance.

I certify that I am duly authorized to execute this acceptance on behalf of Electric Lightwave, LLC.

Signature

Printed Name and Title



City of Olympia

City Council

Public Hearing Concerning Application for a Master Use Permit for Noel Communications, Inc.

Agenda Date: 7/8/2014
Agenda Item Number: 5.B
File Number: 14-0648

Type: public hearing **Version:** 1 **Status:** Public Hearing

Title

Public Hearing Concerning Application for a Master Use Permit for Noel Communications, Inc.

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

After close of testimony of the public hearing, direct staff whether to prepare an ordinance for consideration at the Council's next regularly scheduled meeting.

Report

Issue:

Whether the City Council should approve the Application of Master Use Permit for Noel Communications, Inc.

Staff Contact:

Fran Eide, P.E., City Engineer, Public Works Engineering, 360.753.8422

Presenter(s):

Fran Eide, P.E., City Engineer, Public Works Engineering

Background and Analysis:

A Master Use Permit, as defined in the Olympia Municipal Code, is an agreement whereby the City may grant general permission to a service provider to enter, use, and occupy the right-of-way for the purpose of locating facilities.

Noel Communications, Inc. has made a request to install fiber optic lines throughout the Olympia area (see attached map) to provide telecommunications, internet access, and private line services to potential customers. These lines would be in addition to the lines Noel Communications Inc. currently has in the City's right-of-way, installed under a now expired permit.

Pursuant to Olympia Municipal Code Title 11, the City Council is required to conduct a public hearing

and make a decision based upon standards A through I set forth in OMC 11.06.030 (see attachment).

The applicant has acquired all required licenses and approvals to place the new lines on existing power poles.

Staff evaluated the routes the applicant proposed and found that there is sufficient capacity to accommodate the new lines, both overhead and underground. The addition of these lines will not impact City utilities. The new fiber optic lines will be installed at locations within the right-of-way consistent with Engineering Design and Development Standards.

During construction of the new lines, the applicant will be required to follow all applicable codes, including for traffic control and restoration of affected areas. Noel's primary focus is to provide service to the Department of Enterprise Services (DES) in the vicinity of the Jefferson Street roundabout.

Neighborhood/Community Interests (if known):

Work on the initial installation of new fiber optic lines is expected to begin in August, assuming the Master Use Permit is approved, and take approximately two days to complete.

The applicant will be required to follow all applicable codes and standards, including for traffic control and restoration of affected areas. Construction activities will inconvenience neighborhoods during construction. However, emergency vehicles will not be delayed by construction activities.

The community may benefit from access to an additional telecommunications service provider.

Options:

1. Hold a public hearing on the Application for a Master Use Permit for Noel Communications, Inc., and direct staff concerning preparation of an ordinance for consideration at the Council's next regularly scheduled meeting.

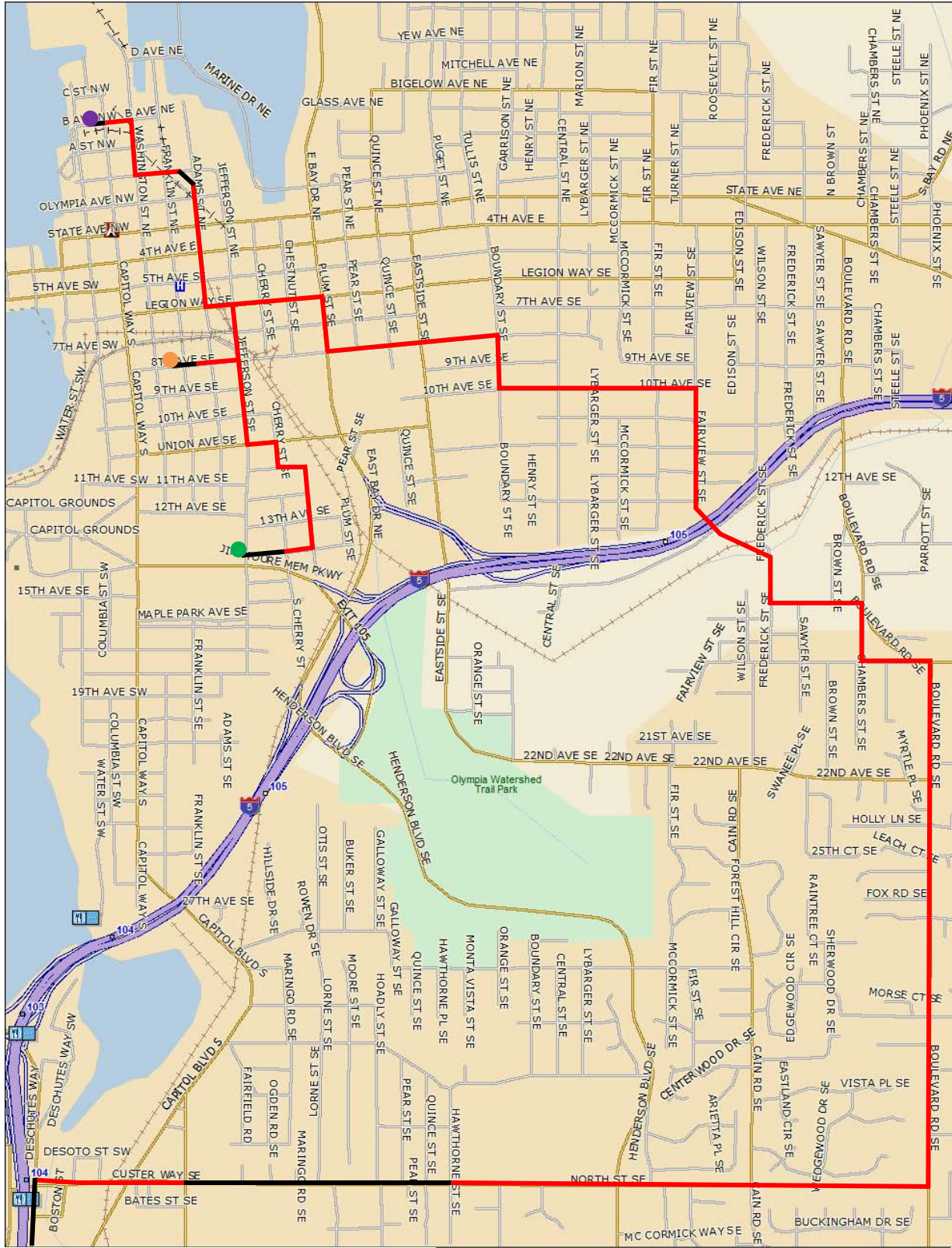
Financial Impact:

Noel Communications, Inc. has paid a \$5,000 application fee. While there is no annual fee, the City can charge the applicant for any staff time necessary to administer the permit during the term of the 5-year permit. A renewal fee will be paid to the City in the future if the applicant chooses to continue to occupy the City's right-of-way.

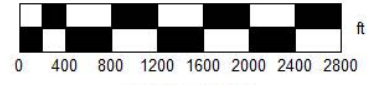
Attachment(s):

1. Map
2. OMC 11.06.030
3. Sample of previously adopted Master Use Permit ordinance.

Noel Communications – City of Olympia local fiber



- Legend:
- Aerial fiber —
 - Buried fiber —
 - Noel office ●
 - Century Link Central Office ●
 - Consolidated Technology Services Bldg ●



Data Zoom 13-5

11.06.030 Determination by the city

Within one hundred twenty (120) days after receiving a complete application under Section 11.06.020 hereof, the City shall issue a written determination granting or denying the application in whole or in part, except with the agreement of the applicant, or where the City Council cannot reasonably act within the 120-day period. For the purpose of this Section, "act" means that the City makes the decision to grant, condition, or deny the use permit, which may be subject to administrative appeal, or notifies the applicant in writing of the amount of time that will be required to make the decision and the reasons for this time period. If the service provider requires action in less than thirty (30) days, the service provider shall advise the City Council in writing of the reasons why a shortened time period is necessary and the time period within which action by the City is requested. The City Council shall reasonably cooperate to meet the request where practicable.

Prior to granting or denying a franchise under this Chapter, the City Council shall conduct a public hearing and make a decision based upon the standards set forth below. Pursuant to RCW 35A.47.040 [§](#), the City Council shall not approve any master permit hereunder until the next regularly scheduled Council meeting following the public hearing. **The City Councils approval or denial of the application shall be issued in writing, based on the following:**

- A. Whether the applicant has received all requisite licenses, certificates, and authorizations from the Federal Communications Commission, the Washington Utilities and Transportation Commission, and any other federal or state agency with jurisdiction over the activities proposed by the applicant.**
- B. The capacity of the public ways to accommodate the applicant's proposed Facilities.**
- C. The capacity of the right-of-way to accommodate additional utility and Facilities if the master permit is granted.**
- D. The damage or disruption, if any, of public or private facilities, improvements, service, travel or landscaping if the master permit is granted;**
- E. The public interest in minimizing the cost and disruption of construction within the right-of-way.**
- F. Applicants proposed compliance with the City's Development Guidelines.**
- G. The effect, if any, on public health, safety and welfare if the master permit requested is granted.**
- H. The availability of alternate routes and/or locations for the proposed Facilities.**
- I. Applicable federal and state telecommunications laws, regulations and policies.**

The reasons for a denial of a master permit shall be supported by substantial evidence contained in a written record. A service provider adversely affected by the final action denying a master permit, or by an unreasonable failure to act on a master permit as set forth above, may commence an action within thirty (30) days to seek relief, which shall be limited to injunctive relief.

(Ord. 6033 §26, 2000; Ord. 5816 §3, 1998).

ORDINANCE NO. 6837

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, GRANTING A NON-EXCLUSIVE TELECOMMUNICATIONS MASTER PERMIT TO ELECTRIC LIGHTWAVE LLC, A WHOLLY OWNED SUBSIDIARY OF INTEGRA TELECOM HOLDINGS, INC., LEGALLY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF WASHINGTON, FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING TELECOMMUNICATIONS TRANSMISSION LINES IN CERTAIN PUBLIC RIGHTS-OF-WAY IN THE CITY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Electric Lightwave, LLC, a wholly owned subsidiary of Integra Telecom Holdings, Inc., hereinafter referred to as "ELI," is a competitive telecommunications company providing communications and telecommunications services; and

WHEREAS, ELI's route through the City of Olympia, hereinafter referred to as "City," requires the use of certain portions of City rights-of-way for the installation, operation, and maintenance of a telecommunications system; and

WHEREAS, the City Council held a public hearing on September 18, 2012, and determined that the applicant has satisfied the requirements set forth in OMC 11.06.030 as follows. ELI has submitted licenses, certificates, and authorizations from the Federal Communications Commission, the Washington Utilities and Transportation Commission, and any other federal or state agency with jurisdiction over the activities proposed by the applicant. City Council confirms that the capacity of the public ways can accommodate the applicant's current Facilities if the master permit is granted. ELI confirms that there are currently no additional facilities planned and there is no anticipated damage or disruption to the right of way. Construction of additional facilities will comply with the City's Engineering Design and Development Standards (Engineering Standards). There will be minimal effect, if any, on public health, safety and welfare if the master permit requested is granted. ELI has agreed to comply with all federal, state, and local telecommunications laws, regulations and policies; and

WHEREAS, the Revised Code of Washington (RCW) authorizes the City to grant and regulate nonexclusive Telecommunications Master Permits, for the use of public streets, right-of-ways and other public property, for transmission of communications; and

WHEREAS, in 2001, ELI was granted a five-year nonexclusive Telecommunications Master Permit (Ordinance 6152), which has since expired; and

WHEREAS, the insurance provisions are updated herein and supersede the insurance provisions set forth in Olympia Municipal Code 11.10.220; and

WHEREAS, this Telecommunications Master Permit contains the following:

Section 1. Non-exclusive Telecommunicaitons Master Permit Granted

Section 2. Authority

Section 3. Master Permit Term

Section 4. Acceptance of Terms and Conditions

Section 5. Construction Provisions and Standards

- A. Permit Required
- B. Coordination
- C. Construction Standards
- D. Underground Installation Required
- E. Relocation.
- F. Removal or Abandonment
- G. Bond
- H. "One-Call" Location & Liability
- I. As-Built Plans Required
- J. Recovery of Costs
- K. Vacation

Section 6. Telecommunications Master Permit Compliance.

- A. Telecommunications Master Permit Violations
- B. Emergency Actions.
- C. Other Remedies
- D. Removal of System

Section 7. Insurance

Section 8. Other Permits & Approvals

Section 9. Transfer of Ownership.

Section 10. Administrative Fees.

- Section 11. Notices.
- Section 12. Indemnification.
- Section 13. Severability
- Section 14. Reservation of Rights
- Section 15. Police Powers
- Section 16. Future Rules, Regulations, and Specifications
- Section 17. Effective Date
- Section 18. Law and Venue
- Section 19. Ratification

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. Non-exclusive Telecommunications Master Permit Granted.

A. The City hereby grants to ELI, subject to the conditions prescribed in this ordinance ("Master Permit"), the rights and authority to construct, replace, repair, monitor, maintain, use and operate the equipment and facilities necessary for an underground telecommunications transmission system, within the City-owned rights-of-way generally described in Exhibit A, and hereinafter referred to as the "Master Permit area."

B. Such use shall not be deemed to be exclusive to ELI and shall in no way prohibit or limit the City's ability to grant other Master Permits or rights along, over, or under the areas to which this Master Permit has been granted to ELI; provided, that such other uses do not unreasonably interfere with ELI's exercise of Master Permit rights granted herein, as determined by the City. This Master Permit shall in no way interfere with existing utilities or in any way limit, prohibit or prevent the City from using the Master Permit area, and shall not affect the City's jurisdiction over such area in any way.

Section 2. Authority. The Director of Community Planning and Development "CP&D" or his or her designee is hereby granted the authority to administer and enforce the terms and provisions of this Master Permit Agreement, and may develop such rules, policies and procedures as he or she deems necessary to carry out the provisions contained herein.

Section 3. Master Permit Term. The Master Permit rights granted herein shall remain in full force and effect for a period of five (5) years from the effective date of this ordinance. This Master Permit shall not take effect and ELI shall have no rights under

this Master Permit unless a written acceptance with the City is received pursuant to Section 4 of this agreement. If ELI requests a Master Permit renewal prior to the expiration date, the City may, at the City's sole discretion, extend the term of this Master Permit beyond the expiration date to allow processing of renewal. If the City elects to extend the term of this Master Permit, written notice of the extension shall be provided to ELI prior to the Master Permit expiration date.

Section 4. Acceptance of Terms and Conditions. The full acceptance of this Master Permit and all the terms and conditions shall be filed with the City Clerk within 30 days of the effective date of this ordinance in the form attached hereto as Exhibit B. Failure on the part of ELI to file said consent within 30 days of the effective date of this ordinance shall void and nullify any and all rights granted under this Master Permit Agreement.

Section 5. Construction Provisions and Standards. The following provisions shall be considered mandatory and failure to abide by any conditions described herein shall be deemed as non-compliance with the terms of this Master Permit Agreement and may result in some or all of the penalties specified in Section 6.

A. Permit Required. No construction, maintenance, or repairs (except for emergency repairs) shall be undertaken in the Master Permit area without first obtaining appropriate permits from CP&D. In case of an emergency, ELI shall within 24 hours of the emergency, obtain a permit from CP&D.

B. Coordination. A City inspector shall inspect all construction projects performed by ELI within the Master Permit area. All work and inspection shall be coordinated with CP&D to ensure consistency with City infrastructure, future Capital Improvement Projects, all developer improvements, and pertinent codes and ordinances.

C. Construction Standards. Any construction, installation, maintenance, and restoration activities performed by or for ELI within the Master Permit area shall be constructed and located so as to produce the least amount of interference with the free passage of pedestrian and vehicular traffic. All construction, installation, maintenance, and restoration activities shall be conducted such that they conform to the most currently adopted version of the Engineering Standards and comply with Title 11 of the Olympia Municipal Code.

D. Underground Installation Required. All new telecommunications cables and junction boxes or other vaulted system components shall be installed underground unless otherwise exempted from this requirement, in writing, by the Director of CP&D.

E. Relocation.

1. ELI shall, at its own expense, temporarily or permanently remove, relocate, place underground, change or alter the position of any facilities or structures within the right-of-way whenever the City has determined that such removal,

relocation, undergrounding, change or alteration is reasonably necessary for the construction, repair, maintenance, installation, public safety, or operation of any City or other public improvement in or upon the rights-of-way. ELI may seek reimbursement for relocation expenses from the City if the undergrounding meets the requirements for reimbursement outlined in Title 11 of the City code and RCW 35.99.060. ELI shall coordinate any undergrounding with other companies that are required to underground in the same area at the same time, or as a part of the same project.

2. ELI may, after receipt of written notice requesting a relocation of its facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent rights of way. The City shall evaluate such alternatives and advise ELI in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the facilities. If requested by the City, ELI shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by ELI full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, ELI shall relocate its facilities as otherwise provided in this section.

F. **Removal or Abandonment.** Upon the removal from service of any of ELI's system or other associated structures, facilities and amenities, ELI shall comply with all applicable standards and requirements prescribed by City code and the EDDS for the removal or abandonment of said structures and facilities. No facility constructed or owned by ELI may be abandoned without the express written consent of the City.

G. **Bond.** Before undertaking any of the work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Master Permit Agreement, ELI shall upon the request of the City, furnish a bond executed by ELI and a corporate surety authorized to operate a surety business in the State of Washington, in such sum as may be set and approved by the City Attorney as sufficient to ensure performance of ELI's obligations under this Master Permit Agreement. At ELI's sole option, ELI may provide alternate security in the form of an assignment of funds or a letter of credit, in the same amount as the bond. All forms of bond or alternate security shall be in the form reasonably acceptable to the City Attorney. The bond shall be conditioned so that ELI shall observe all the covenants, terms, and conditions and shall faithfully perform all of the obligations of this Master Permit Agreement, and to repair or replace any defective work or materials discovered in the City's roads, streets, or property. ELI may not encumber a bond required by this section for any other purpose.

H. **"One-Call" Location & Liability.** ELI shall subscribe to and maintain membership in the regional "One-Call" utility location service and shall promptly locate all of its lines upon request. The City shall not be liable for any damages to ELI's system components or for interruptions in service to ELI customers which are a direct result of work performed for any City project for which ELI has failed to properly locate its lines and facilities within the prescribed time limits and guidelines established by

One-Call. The City shall also not be liable for any damages to the ELI system components or for interruptions in service to ELI customers resulting from work performed under a permit issued by the City.

I. **Record Drawings Required.** ELI shall maintain accurate engineering plans and details of all installations within the City limits and shall provide such information in both paper form and electronic form using the most current AutoCAD version prior to close-out of any permits issued by the City and any work undertaken by ELI pursuant to this Master Permit Agreement. The City shall determine the acceptability of any record drawing submittals provided under this section.

J. **Recovery of Costs.** ELI shall be subject to all permit fees associated with activities undertaken through the authority granted in this Master Permit Agreement or under other ordinances of the City. Where the City incurs costs and expenses for review or inspection of activities undertaken through the authority granted in this Master Permit Agreement or any ordinances relating to the subject for which permit fees have not been established, ELI shall pay such reasonable costs and expenses directly to the City.

K. **Vacation.** If, at any time, the City vacates any City road, right-of-way or other City property which is subject to rights granted by this Master Permit Agreement and said vacation is for the purpose of acquiring the fee or other property interest in said road, right-of-way or other City property for the use of the City, in either its proprietary or governmental capacity, then the City may, at its option and by giving 30 days written notice to ELI, terminate this Master Permit Agreement with reference to such City road, right-of-way or other City property so vacated, and the City shall not be liable for any damages or loss to ELI by reason of such termination other than those provided for in RCW 35.99.

Section 6. Master Permit Compliance.

A. **Master Permit Violations.** The failure by ELI to fully comply with any of the provisions of this Master Permit may result in a written notice from the City, which describes the violations of the Master Permit and requests remedial action within 30 days of receipt of such notice. If ELI has not attained full compliance at the end of the 30-day period following receipt of the violation notification, the City may declare an immediate termination of all Master Permit rights and privileges, provided that full compliance was reasonably possible within that 30-day period.

B. Emergency Actions.

1. If any of ELI's actions, or any failure by ELI to act to correct a situation caused by ELI, is deemed by the City to create a threat to life or property, the City may order ELI to immediately correct said threat or, at the City's discretion, the City may undertake measures to correct said threat itself; provided that, when possible, the City shall notify ELI and give ELI an opportunity to correct said threat before undertaking

such corrective measures. ELI shall be liable for all costs, expenses, and damages attributed to the correction of any such emergency situation as undertaken by the City to the extent that such situation was caused by ELI and shall further be liable for all costs, expenses, and damages resulting to the City from such situation and any reimbursement of such costs to the City shall be made within 30 days of written notice of the completion of such action or determination of damages by the City. The failure by ELI to take appropriate action to correct a situation caused by ELI and identified by the City as a threat to public or private safety or property shall be considered a violation of Master Permit terms.

2. If during construction or maintenance of ELI's facilities any damage occurs to an underground facility, and the damage results in the release of natural gas or other hazardous substance or potentially endangers life, health or property, ELI or its contractor shall immediately call 911 or other local emergency response number.

C. **Other Remedies.** Nothing contained in this Master Permit Agreement shall limit the City's available remedies in the event of ELI's failure to comply with the provisions of this Master Permit, to include but not limited to, the City's right to a lawsuit for specific performance and/or damages.

D. **Removal of System.** In the event that this Master Permit is terminated as a result of violations of the terms of this Master Permit, ELI shall at its sole expense, promptly remove all system components and facilities, provided that the City, at its sole option, may allow ELI to abandon its facilities in place.

Section 7. Insurance.

A. ELI shall maintain liability insurance written on an occurrence form during the full term of this Master Permit for bodily injuries and property damages. The policy shall contain coverage in the amounts and conditions set forth in this Section, 7(D).

B. Such insurance shall specifically name, as additional insured, the City, its officers, and employees; shall apply as primary insurance; shall stipulate that no insurance affected by the City will be called on to contribute to a loss covered thereunder; and shall further provide that the policy shall not be modified or canceled during the life of the permit or Master Permit without giving advanced written notice to the City Manager.

C. If the City determines that circumstances warrant an increase in insurance coverage and liability limits to adequately cover the risks of the City, the City may require additional insurance to be acquired. The City shall provide written notice should the City exercise its right to require additional insurance.

D. As a condition of the master permit, the master permittee shall grant, secure, and maintain the following liability insurance policies insuring both the master permittee and the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional

insured parties against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to the grantee, master permittee, or lessee:

1. Commercial general liability insurance, written on an occurrence basis and on form to include premises, products, completed operations, explosions, collapse and underground hazards with limits not less than \$5,000,000.00 per occurrence covering bodily injury or death and property damage and may be placed with a combination of primary and excess liability policies;
2. Automobile liability for owned, non-owned and hired vehicles with a limit of \$3,000,000.00 for each accident covering bodily injury or death and property damage and may be placed with a combination of primary and excess liability policies;
3. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00;
4. The liability insurance policies required by this Section shall be maintained by the master permittee throughout the term of the master permit and such other period of time during which the master permittee is operating without an authorization, master permit or is engaged in the removal of its telecommunications facilities. The master permittee shall provide an insurance certificate, together with an endorsement naming the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional insureds, to the City prior to the commencement of any work or installation of any facilities pursuant to said authorization, or master permit. Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductibles and self-insured retentions shall be the sole responsibility of the master permittee. The liability insurance policies required by this Section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The grantee, master permittee, or lessee's insurance shall be primary insurance as respects the City, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of the grantee, master permittee, or lessee's insurance and shall not contribute with it;
5. In addition to the coverage requirements set forth in this Section, the insurance certificate shall state should any of the required insurance be cancelled or not renewed, advanced written notice shall be provided to the City Manager of such intent to cancel or not to renew. Within thirty (30) days after receipt by the

City of said notice, and in no event later than five (5) days prior to said cancellation or intent not to renew, the grantee, master permittee, or lessee shall obtain and furnish to the City replacement insurance certificate meeting the requirements of this Section.

Section 8. Other Permits & Approvals. Nothing in this Agreement shall relieve ELI from any obligation to obtain approvals or permits from applicable federal, state, and City authorities for all activities in the Master Permit area.

Section 9. Transfer of Ownership.

A. The rights, privileges, benefits, title, or interest provided by this Master Permit shall not be sold, transferred, assigned, or otherwise encumbered, without the prior written consent of the City, with such consent not being unreasonably withheld or delayed. No such consent shall be required for a transfer in trust, by other hypothecation, or by assignment or any rights, title, or interest in ELI's system in order to secure indebtedness. Approval shall not be required for mortgaging purposes provided that the collateral pledged for any mortgage shall not include the assets of this Master Permit, or if such transfer is from ELI to another person or entity controlling, controlled by, or under common control with ELI. ELI may license fibers to other users without the consent of the City provided that ELI remains solely responsible for the terms and conditions outlined in this Master Permit.

B. In any transfer of this Master Permit which requires the approval of the City, ELI shall show that the recipient of such transfer has the technical ability, financial capability, and any other legal or general qualifications as reasonably determined by the City to be necessary to ensure that the obligations and terms required under this Master Permit Agreement can be met to the full satisfaction of the City. The qualifications of any transferee shall be determined by hearing before the City Council and the approval to such transfer shall be granted by resolution of the City Council. Any actual and reasonable administrative costs associated with a transfer of this Master Permit which requires the approval of the City, shall be reimbursed to the City within 30 days of such transfer.

Section 10. Administrative Fees.

A. Pursuant to the Revised Code of Washington (RCW), the City is precluded from imposing Master Permit fees for "telephone businesses" defined in RCW 82.04.065, except that fees may be collected for administrative expenses related to such Master Permit. ELI does hereby warrant that its operations as authorized under this Master Permit are those of a telephone business as defined in RCW 82.04.065.

B. ELI shall be subject to a reasonable administrative fee for reimbursement of costs associated with the preparation, processing, and approval of this Master Permit Agreement and for reimbursement of administrative costs for issuing any permits and for inspecting, monitoring or supervising any actions required under Section 5 above.

These costs shall include but not be limited to wages, benefits, overhead expenses, equipment, and supplies associated with such tasks as plan review, site visits, meetings, negotiations, and other functions critical to proper management and oversight of City's right-of-way. Administrative fees exclude normal permit fees as stipulated in Title 11 of the Olympia Municipal Code.

C. In the event ELI submits a request for work beyond scope of original Master Permit, or submits a complex project that requires significant comprehensive plan review, or inspection, ELI shall reimburse the City for Master Permit amendment and expenses associated with the project. ELI shall pay such costs within 30 days of receipt invoice from the City.

D. Failure by ELI to make full payment of bills within the time specified shall be considered sufficient grounds for the termination of all rights and privileges existing under this ordinance utilizing the procedures specified in Section 6 of this ordinance.

Section 11. Notices. Any notice to be served upon the City or ELI shall be delivered to the following addresses respectively:

City:
City of Olympia
ATTN: City Manager

PO Box 1967
Olympia, WA 98507

ELI:
Electric Lightwave, LLC
c/o Integra Telecom, Inc.
Attn.: Department of Law & Policy
1201 NE Lloyd Blvd, Suite 500
Portland, OR 97232

With a copy to:
City of Olympia

ATTN: City Attorney
PO Box 1967
Olympia, WA 98507

Electric Lightwave, LLC
Attn: Contracts Administration
1201 NE Lloyd Blvd., Ste 500
Portland, Oregon 97232

Electric Lightwave, LLC
Attn: Tax Administration
1201 NE Lloyd Blvd., Ste 500
Portland, Oregon 97232

Section 12. Indemnification.

A. ELI shall use reasonable and appropriate precautions to avoid damage to persons or property in the construction, installation, repair, operation, and maintenance of its structures and facilities. ELI shall indemnify and hold the City harmless from all claims, actions or damages, including reasonable attorney's and expert witness fees, which may accrue to or be suffered by any person or persons, corporation or property to the extent caused in part or in whole by any act or omission of ELI, its officers, agents, servants or employees, carried on in the furtherance of the rights, benefits, and

privileges granted to ELI by this Master Permit, including, but not limited to, any delay or failure to comply with the City's directives to relocate or remove its equipment or facilities. In the event any claim or demand is presented to or filed with the City which gives rise to ELI's obligation pursuant to this section, the City shall within a reasonable time notify ELI thereof and ELI shall have a right, at its election, to settle or compromise such claim or demand. In the event any claim or action is commenced in which the City is named a party, and which suit or action is based on a claim or demand which gives rise to ELI's obligation pursuant to this section, the City shall promptly notify ELI thereof, and ELI shall, at its sole cost and expense, defend such suit or action by attorneys of its own election. In defense of such suit or action, ELI may, at its election and at its sole cost and expense, settle or compromise such suit or action.

B. To the extent of any concurrent negligence between ELI and the City, ELI's obligations under this paragraph shall only extend to its share of negligence or fault. The City shall have the right at all times to participate through its own attorney in any suit or action which arises out of any right, privilege, and authority granted by or exercised pursuant to this Master Permit when the City determines that such participation is required to protect the interests of the City or the public. Such participation by the City shall be at the City's sole cost and expense.

C. With respect to the performance of this Master Permit and as to claims against the City, its officers, agents and employees, ELI expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its officers, agents and employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of ELI's officers, agents or employees. This waiver is mutually negotiated by the parties.

Section 13. Severability. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the City may, at its sole option, deem the entire ordinance to be affected and thereby nullified. However, in the event that a determination is made that a section, sentence, clause, or phrase in this ordinance is invalid or unconstitutional, the City may elect to treat the portion declared invalid or unconstitutional as severable and enforce the remaining provisions of this ordinance; provided that, if the City elects to enforce the remaining provisions of the ordinance, ELI shall have the option to terminate the Master Permit Agreement.

Section 14. Reservation of Rights. The parties agree that this Permit is intended to satisfy the requirements of all applicable laws, administrative guidelines, rules, orders, and ordinances. Accordingly, any provision of this agreement or any local ordinance which may conflict with or violate the law shall be invalid and unenforceable, whether occurring before or after the execution of this agreement, it being the intention of the parties to preserve their respective rights and remedies under the law, and that the

execution of this agreement does not constitute a waiver of any rights or obligations by either party under the law.

Section 15. Police Powers. Nothing contained herein shall be deemed to affect the City's authority to exercise its police powers. ELI shall not by this Master Permit obtain any vested rights to use any portion of the City right-of-way except for the locations approved by the City and then only subject to the terms and conditions of this Master Permit. This Master Permit and the permits issued thereunder shall be governed by applicable City ordinances in effect at the time of application for such permits.

Section 16. Future Rules, Regulations, and Specifications. ELI acknowledges that the City may develop rules, regulations, and specifications, including a general ordinance or other regulations governing telecommunications operations in the City. Such regulations, upon written notice to ELI, shall thereafter govern ELI's activities hereunder; provided, however, that in no event shall regulations:

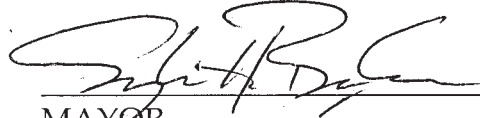
A. materially interfere with or adversely affect ELI's rights pursuant to and in accordance with this Master Permit; or

B. be applied in a discriminatory manner as it pertains to ELI and other similar user of such facilities.

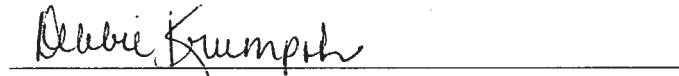
Section 17. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force and effect five (5) days after passage and publication as provided by law.

Section 18. Law and Venue. This Master Permit is issued under the laws of the State of Washington, and the forum for any dispute arising under this Master Permit shall be in Thurston County Superior Court.

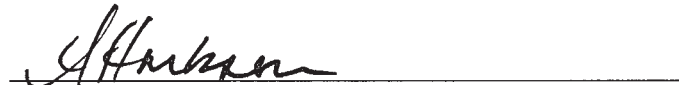
Section 19. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY (ACA)

APPROVED: Dec. 18, 2012

PUBLISHED: Dec. 24, 2012

PASSED: Dec. 18, 2012

ATTACHMENTS: EXHIBIT A, ELI system map (combination ELI/ATI facilities)
EXHIBIT B, Master Permit Agreement Acceptance Form,
ELI

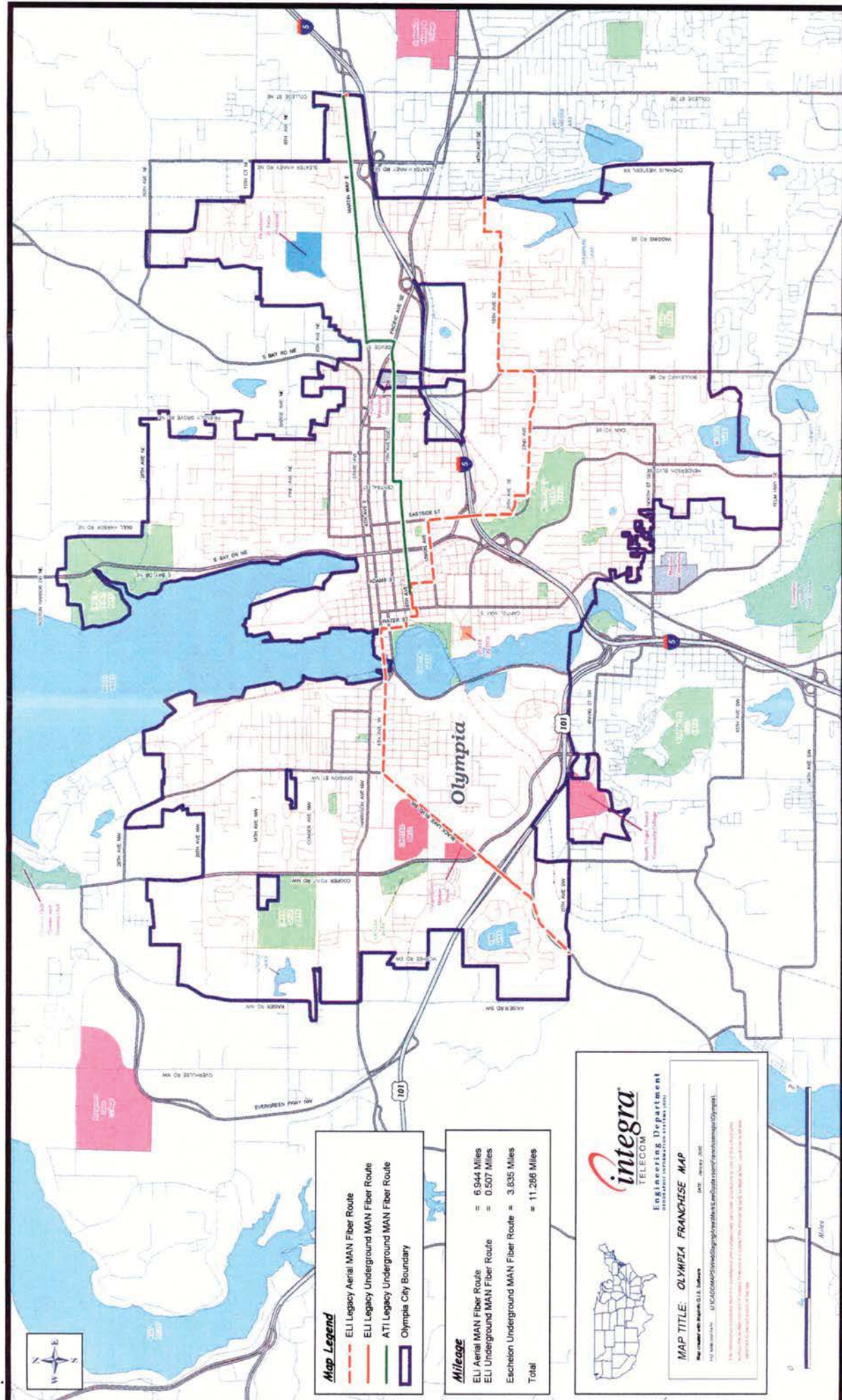


EXHIBIT B

MASTER PERMIT ACCEPTANCE FORM

ELECTRIC LIGHTWAVE, LLC

Date: _____

City of Olympia
City Clerk's Office
PO Box 1967
Olympia, WA 98507

Re: Ordinance No. _____
Adopted _____

In accordance with and as required by Section 4 of the City of Olympia Ordinance referenced above, Electric Lightwave, LLC, hereby accepts the terms, conditions and obligations to be complied with or performed by it under the Ordinance.

I certify that I am duly authorized to execute this acceptance on behalf of Electric Lightwave, LLC.

Signature

Printed Name and Title



City of Olympia

City Council

Approval of Community Development Block Grant (CDBG) Draft Annual Action Plan

Agenda Date: 7/8/2014
Agenda Item Number: 6.A
File Number:14-0566

Type: decision **Version:** 2 **Status:** Other Business

Title

Approval of Community Development Block Grant (CDBG) Draft Annual Action Plan

Recommended Action

City Manager Recommendation:

Move to approve the Community Development Block Grant (CDBG) Draft Annual Action Plan for Program Year 2014 (September 1, 2014 - August 31, 2015) and extend its CDBG certification period to three years.

Report

Issue:

What projects should be included for funding in the CDBG PY 2014 Action Plan? Should the city extend its CDBG certification period for meeting federally-required thresholds for benefits to low- and moderate-income people from one year to three years?

Staff Contact:

Anna Schlecht, Housing Program Manager, 360.753.8183

Leonard Bauer, CPD Deputy Director, Community Planning & Development, 360.753.8206

Presenter(s):

Anna Schlecht, Housing Program Manager

Background and Analysis:

The City held a one-month public comment period, June 2 - July 2, 2014, to receive public comments on the draft CDBG Annual Action Plan for PY 2014 (September 1, 2014 - August 31, 2015). During this period, the City held a public hearing on June 11th. Copies of all public comments are included in the Annual Action Plan. The draft plan was made available online (see link in the attachments), at the Olympia Timberland Library, and at Olympia City Hall.

The Annual Action Plan is the city's one-year plan that identifies specific activities to be funded during the second program year of the five-year Thurston County CDBG Consolidated Plan (2013 - 2017). The regional Consolidated Plan identifies the development of viable communities by the provision of: 1) decent housing; 2) suitable living environment; and 3) expanded economic opportunity. The six specific regional Thurston County Consolidated Plan Strategies include:

1. Economic Development (Priority)
2. Affordable Housing
3. Public Facilities
4. Public Services
5. Land Acquisition
6. Homeless Continuum of Care

Proposed PY 2014 Action Plan Activities

The City Council has chosen Economic Development as the priority strategy for PY 2014. Staff estimates there will be a total of \$642,375 in combined new CDBG grant funds and program income.

The following projects are included in the Draft PY 2014 CDBG Action Plan. A concise description with proposed funding levels for each activity is included in the attachments.

1. Continued funding in PY 2014 for an additional staff member in the Downtown Ambassador program.
2. Façade Improvement Loans and Safety Projects identified through the City's Crime Prevention Through Environmental Design (CPTED) program.
3. Seed funding to initiate a Small Business Revolving Loan Program, to be known as the "Grow Olympia Fund," administered by the National Development Council (NDC) to address the following objectives set by the City Council:
 - Retaining and growing existing downtown businesses
 - Infilling vacant downtown storefronts with new or relocated businesses
 - Emphasizing a diversity of businesses that provide jobs and activity to create more foot traffic and an "18-hour business day" downtown
 - Focus on strategic small business sectors:
 - Light manufacturing
 - Information technology
 - Professional services
 - Theater arts/performance retail

This seed funding is expected to leverage additional funding sources, including Small Business Administration funds already available to NDC, to increase the fund.

4. Continue dedicating remaining estimated program income (projected to be \$126,455) to Isthmus Park Project.

Note: *The City Council will continue working on a parallel track to review and approve potential Section 108 Loan Program activities. Upon approval, individual Section 108 activities will be added to the current CDBG Program Year by amendment and will be administered as per CDBG regulations. These funds are separate from the annual entitlement funds and program income allocations currently under review by Council.*

CDBG Annual Action Plan Timeline

Following the public comment period, the City Council is considering the PY 2014 Annual Action Plan for approval. The Action Plan must be submitted to the U.S. Department of Housing and Urban Development by July 15th. The CDBG Annual Cycle is illustrated in the attachment.

Three-Year CDBG Certification Period

Concurrent with the PY 2014 CDBG Annual Action Plan public process, the City of Olympia proposes converting its CDBG program from a one-year certification period to a three-year certification period. This will allow the greatest flexibility in calculating the percentage of benefit to low and moderate income people. HUD requires that 70% of all CDBG expenditures benefit low- and moderate-income people. Under a one-year certification, that calculation is based on the current year's activities only. Under a three-year certification period, the City would have the flexibility to calculate the 70% benefit based on activities funded over a three-year period.

Neighborhood/Community Interests (if known):

The PY 2014 CDBG Annual Action Plan is a city-wide document that is of interest to the entire community. All registered neighborhood associations and business associations received notices of the public comment period on the Draft Action Plan.

As of June 30, the only comments received were from three individuals who testified at the Public Hearing. Those comments were supportive of the proposed PY 2014 Action Plan.

Options:

Move to approve the Community Development Block Grant (CDBG) Draft Annual Action Plan for Program Year 2014 (September 1, 2014 -- August 31, 2015)

Financial Impact:

The City anticipates receiving a total of \$342,375 in new CDBG funds and an estimated \$300,000 in CDBG program income, for a total of \$642,375 in CDBG funding for PY 2014 (September 1, 2014 - August 31, 2015). Federal requirements for CDBG funds include:

1. Administration of the CDBG program cannot exceed 20% of all anticipated CDBG funds. The Draft Action Plan proposes an administrative budget of \$100,000, or 16% of all anticipated CDBG funds, in order to manage a compliant CDBG program.
2. Currently, 70% of expenditures in each CDBG Program Year must qualify as benefitting Low/Moderate Income individuals. Part of the proposal would change this requirement to 70% of expenditures benefitting Low/Moderate Income individuals over a three-year period.



DRAFT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PROGRAM YEAR 2014 ACTION PLAN

PRIORITY STRATEGY: ECONOMIC DEVELOPMENT



2014 ACTION PLAN DEVELOPMENT TEAM

OLYMPIA CITY COUNCIL

Position 1 **Stephen H. Buxbaum, Mayor**

Position 2 **Steve Langer**

Position 3 **Nathaniel Jones, Mayor Pro Tem**

Position 4 **Cheryl Selby**

Position 5 **Julie Hankins**

Position 6 **Jeannine Roe**

Position 7 **Jim Cooper**

CITY OF OLYMPIA STAFF

Community Planning & Development Department

Director **Keith Stahley**

Deputy Director **Leonard Bauer**

Business Manager **Karen Kenneson**

Housing Program Manager **M. Anna Schlecht**

Housing Program Assistant **Susan Lodholm**

The City of Olympia extends its thanks to the many stakeholders and citizens who participated in developing the Program Year 2014 (PY 2014) Annual Action Plan.

To request a copy of this publication in an alternative format, please contact Susan Lodholm at 360.753.8436, or via email at slodholm@ci.olympia.wa.us.

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CITIZEN SUMMARY

Program Year 2014 Community Development Block Grant Annual Action Plan *FOCUS: Economic Development and Downtown Renewal*

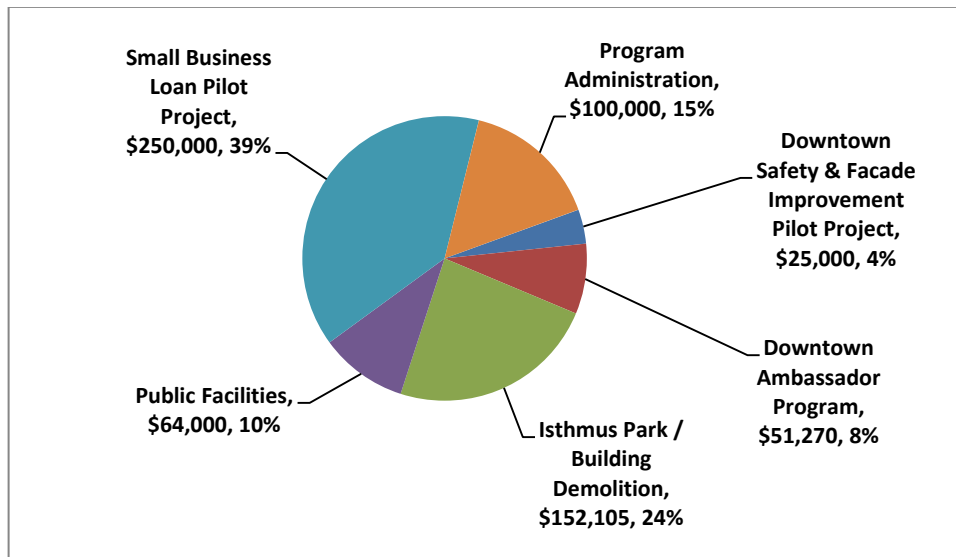
OVERVIEW

The City of Olympia proposes to use federal CDBG funding in concert with other City funded activities to facilitate economic development with a particular focus on the downtown core. Following is a two-page “Citizen’s Summary” with key information from the **Olympia Community Development Block Grant Program Year (PY) 2014 Annual Action Plan**, which runs from September 1, 2014 - August 31, 2015.

PROPOSED CDBG-FUNDED ACTIVITIES

The following activities will receive funding during the PY 2014 Program Year:

\$25,000	Downtown Safety & Façade Improvement Pilot Project
\$64,000	Repayment of CDBG Section 108 Loan
\$51,270	Downtown Ambassador Program
\$152,105	Isthmus Park /Building Demolition (<i>\$25,650 refund and \$126,455 new funds</i>)
\$250,000	Small Business Loan Pilot Project
\$100,000	<u>Program Administration</u>
\$642,375	TOTAL PROPOSED PY 2014 CDBG FUNDING



PUBLIC COMMENT

These proposed projects and the CDBG Annual Action Plan will be available for a public comment period that runs from June 2, 2014, through July 2, 2014, in the following ways:

- Written comments care of the Olympia City Council, 601 4th Ave. East, Olympia, WA 98501
- Email via councilmembers@ci.olympia.wa.us,
- Phone call to the City Council at 360-753-8244
- Public hearing - 7 pm, Tuesday June 10th at Olympia City Hall.

CITIZEN SUMMARY: PROGRAM YEAR 2014 ANNUAL ACTION PLAN

Background: Federal Community Development Block Grant Program:

The Community Development Block Grant (CDBG) Program is a federal program administered by the Department of Housing and Urban Development (HUD). The CDBG Program is a flexible program that provides communities with resources to address a wide range of unique community development needs. CDBG funds are intended to help develop viable urban communities by providing: 1) decent housing; 2) suitable living environment; and 3) expanding economic opportunities, principally for low- and moderate-income people.

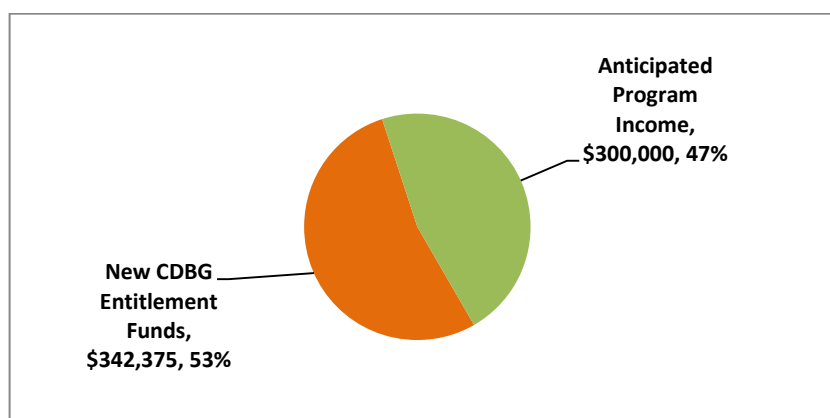
The City of Olympia has been a recipient of CDBG funds since 1982. The Olympia Housing Program of the Community Planning and Development (CPD) Department is the lead entity responsible for overseeing the CDBG Program. The PY 2014 Action Plan serves as the blueprint for how Olympia will invest CDBG funds to address high-priority local needs and benefit the community in the second year of the five-year (2013-2017) Consolidated Plan period. Program Year 2014 will run from September 1, 2014, through August 31, 2015.¹

Anticipated Resources:

The City anticipates the following financial resources:

\$342,375	New CDBG entitlement funds will be allocated to Olympia for PY 2014
<u>\$300,000</u>	<u>Anticipated Program Income</u>
\$642,375	Total anticipated resources for the PY 2014 CDBG Program

Figure 1. Anticipated Resources for PY 2014 CDBG Program



¹ Olympia's CDBG Program operates on a fiscal year that runs from September 1 to August 31, so the PY 2014 Action Plan covers the period from September 1, 2014, to August 31, 2015. To avoid confusing the 2014 CDBG program year with calendar year 2014, the program year is generally referred to as "PY 2014."

Program Year 2014 CDBG Annual Action Plan

Purpose of the CDBG Annual Action Plan

The CDBG Annual Action Plan serves as the one-year plan to implement the strategies identified in the five-year CDBG Consolidated Plan. The PY 2014 Annual Action Plan is the second year of the five-year Consolidated Plan, 2013 – 2017. Readers can find a copy of the [Citizen's Summary of the 2013-2017 Consolidated Plan](#) on the City's website. The *Citizen's Summary* clarifies the purpose of the Consolidated Plan as a strategic plan that:

- *Evaluates* the past performance of Olympia's CDBG Program,
- *Analyzes* Olympia's housing and community development needs,
- *Describes* the consolidated planning and public participation process,
- *Presents* Olympia's proposed strategies for using CDBG funds over the next three years, and
- *Invites* you to share your views and become involved in making future CDBG decisions.

Summary of Proposed PY 2014 CDBG Activities and Fund Allocation

Priority Strategy: Economic Development

The City's CDBG Program Annual Action Plan will be made available for review during a public comment period that runs from June 2 through July 2, 2014, during which there will be a public hearing on June 10, 2014.

This draft plan features a range of activities, each intended to directly or indirectly promote economic development—the primary City of Olympia strategy identified in the Consolidated Plan. The specific PY 2014 activities are identified as follows:

1. Economic Development **Direct Economic Development Assistance** (*Defined as direct assistance to businesses*)

\$250,000 Small Business Loans

A small business loan program to be administered via contract with the National Development Council and in partnership with the "Grow America Fund," The Thurston County Economic Development Council (EDC), the Thurston County Chamber of Commerce, and the Olympia Downtown Association (ODA). Goals include:

- *Retaining and growing existing downtown businesses*
- *Infilling vacant storefronts with new or relocated businesses*
- *Emphasizing a diversity of businesses that provide jobs and activity to create more foot traffic and an "18-hour business day"*
- *Focus on strategic small business sectors with the greatest potential for success*

This program would establish a Revolving Loan Fund (RLF) to provide an additional tool for strengthening downtown businesses. The RLF would be designed to complement existing tools; i.e. technical assistance, business training, and business coordination programs provided by EDC, ODA and Enterprise for Equity, and the incubator program of the Thurston County Chamber.

Olympia CDBG funds would serve as “seed money” that could potentially leverage other funding programs such as Small Business Administration funds or local foundation funding.

\$25,000 Downtown Safety & Façade Improvement Program

Municipal planners and public safety officials utilize Crime Prevention through Environmental Design (CPTED) as a planning tool to make their communities safer. This program would be operated as a Revolving Loan Program (RLF) ensuring that program income could be made available for future CPTED Safety Program projects. The City has been participating in a public planning process to assess needs, identify resources and proceed with high priority CPTED projects. The majority of these projects will involve private property, but some may involve public property. These priorities fall into two general categories:

A) Downtown CPTED Safety Projects

The City has worked with downtown building and business owners along with other stakeholders to develop a priority listing of CPTED projects involving physical improvements.

B) Façade Improvement Loans (\$10,000)

Façade Improvement loans are utilized by communities across the nation to provide financial incentives to restore highly visible store fronts in central business cores. There are three elements of the façade improvement program:

- 1) *Small CDBG Loans:* CDBG funds would be made available through a low- or no-interest loan program to property owners interested in improving their property. Funds would be used for materials costs only, i.e. paint, to support façade upgrade projects.
- 2) *Volunteer Labor:* The City will work in partnership with the Olympia Downtown Association and the successful Downtown Clean Team.
- 3) *Recycled Materials:* The City will work with local companies to utilize recycled materials; i.e., recycled paint, which both ensures re-use of a valuable building material and demonstrates a commitment to sustainable building maintenance practices.

2. Elimination of Blight Indirect Economic Development Assistance

(Defined as activities that improve the business environment)

\$126,455 Building Demolition – Isthmus Park (PY 2014 allocation)

\$25,650 Building Demolition – Isthmus Park (refund from PY 2013 allocation²)
 Funds to be utilized in the demolition of two derelict buildings now owned by the City, which are located on the downtown isthmus.

3. Public Facilities Indirect Economic Development Assistance
(Defined as activities that improve the business environment)

\$64,000 Repayment to CDBG Section 108 loan
 First of five repayments on the Section 108 loan guarantee funded “**Downtown Safety Project**” to provide alley lighting for up to 13 allies in specific locations, and ADA sidewalk- accessible improvements to improve pedestrian accessibility.

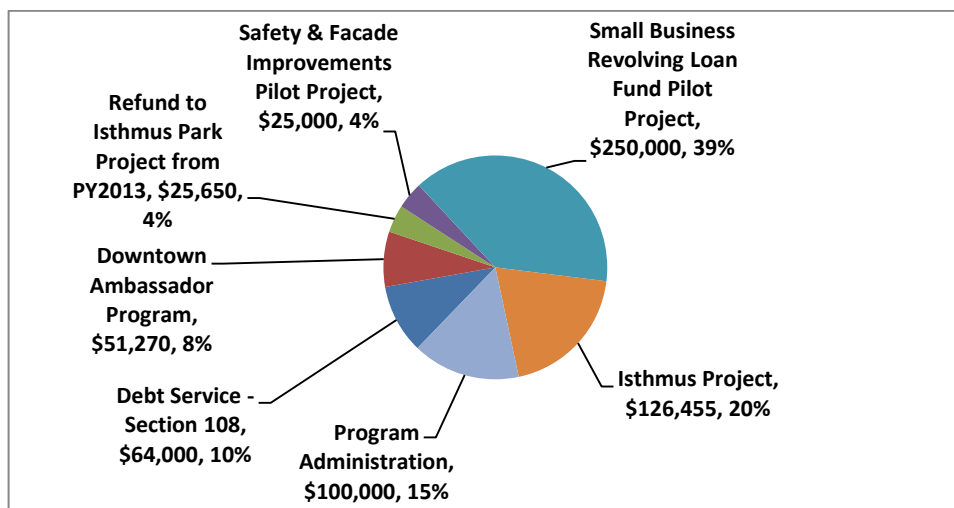
4. Social Services Indirect Economic Development Assistance
(Defined as activities that improve the business environment)

\$51,270 Downtown Ambassador Program
 This program serves as a link between downtown businesses and social services by providing street outreach, referrals, and other assistance to homeless, street-dependent, and mentally ill individuals in the downtown core. Capital Recovery Center is a nonprofit mental health service provider.

5. Planning and Administrative Costs:

\$100,000 Staffing costs to administer the CDBG Program

Figure 1. Anticipated PY 2014 CDBG-funded Activities (Expenditures)



For more information about approved strategies, please see the [Citizen’s Summary](#) and Part I of the [2013-2017 Consolidated Plan](#), available on the City’s website.

² \$25,650 was “borrowed” from the PY 2013 CDBG to fund an expansion of the Ambassador Program with an agreed “refunding” of these monies to the Isthmus Park project during PY 2014.

Federal Regulatory Caps on CDBG Expenditures

The federal CDBG Program operates with a number of regulatory caps to ensure the intended balance of expenditures is maintained. Following are the three key regulatory caps affecting the City of Olympia’s CDBG Program:

Social Services Cap: Federal CDBG regulations require a 15% cap on social services spending, which is calculated by adding the prior program year’s actual program income received to the current program year’s grant award. For PY 2014 the following calculations:

\$342,375	PY 2014 Annual CDBG Award
\$300,000	Estimated PY 2013 program income (<i>revised from original 5-Year Consolidated Plan Estimate</i>)
\$642,375	Total CDBG funds for Social Service cap calculation

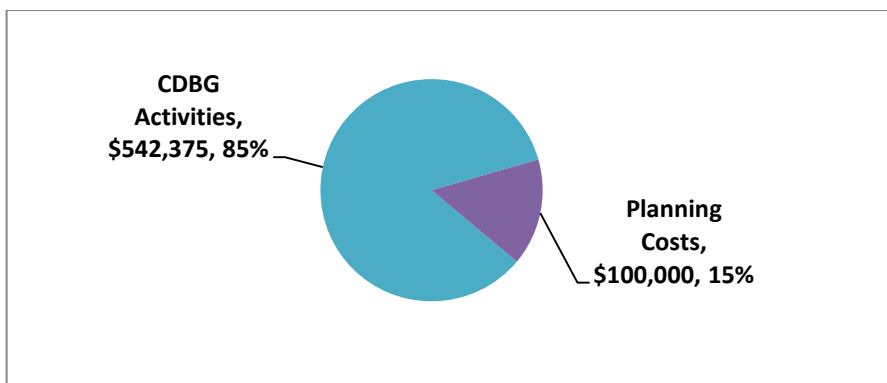
\$96,356.25 Potential 15% maximum available for social service allocations

\$51,270 Actual 8% Proposed Social Services Allocations (Downtown Ambassador Program)

Administration Costs Cap: CDBG regulations provide for up to 20% general administrative costs. Following is a breakdown of these recommended categories of expenditures:

\$542,375	CDBG Activities (<i>identified above</i>)
\$100,000	General Administration – 15% of total funds (<i>regulatory cap = 20%</i>)
\$ 0	Direct Service Delivery Expenses (<i>no funds allocated</i>)
\$642,375	Total PY 2014 Projected Expenditures

Figure 2. Anticipated Categories of Expenditures for PY 2014 CDBG Program



70% Benefit to Low and Moderate Income People: CDBG is intended to primarily benefit low- and moderate-income people, defined as those who are at or below 80% of Thurston County’s median family income or those people who are presumed eligible because they are severely disabled, homeless, battered spouses, abused children, or others. This 70% benefit ratio is determined over the City’s three-year certification period. The following charts presents the

PY 2014 benefit ratio calculated to be 68%, which means the aggregate benefit over the three-year certification period must at or above 70% benefit to low and moderate income people:

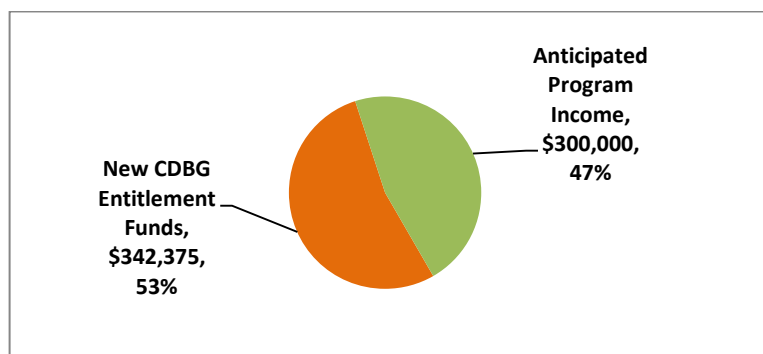
Activity	Low & Mod Beneficiary ?	Funding level	%
Debt-Service of Section 108 Loan – Alley Lighting	N/A	\$9,600 of \$64,000 -No \$50,000 (15% of \$325,000 total project)	<i>Excluded from ratio</i>
Debt-Service of Section 108 Loan – ADA Sidewalk Accessible	Yes - severely disabled adults	\$54,400 - Yes (\$275,000 = 85% of \$325,000 total project)	<i>Excluded from ratio</i>
Downtown Ambassador Program	Yes - homeless and mentally ill	\$51,270 - Yes	11% - Yes
Refund to Isthmus Park	No	\$25,650 - No \$126,455 - No	32% - No
CPTED* Safety Program	Yes	\$25,000 - No	5% - Yes
Small Business Loans	Yes - low & moderate income jobs	\$250,000 - Yes	52% - Yes
Program Administration	N/A	\$100,000	<i>Excluded from ratio</i>
TOTAL		\$642,375 Total amount \$478,375 Subject to ratio	68% Benefit to Low and Moderate Income People

Anticipated Resources:

The City anticipates the following financial resources:

\$342,375 New CDBG entitlement funds will be allocated to Olympia for PY 2014
\$300,000 Anticipated Program Income
\$642,375 Total anticipated resources for the PY 2014 CDBG Program

Figure 3. Anticipated Resources for PY 2014 CDBG Program



Other Resources

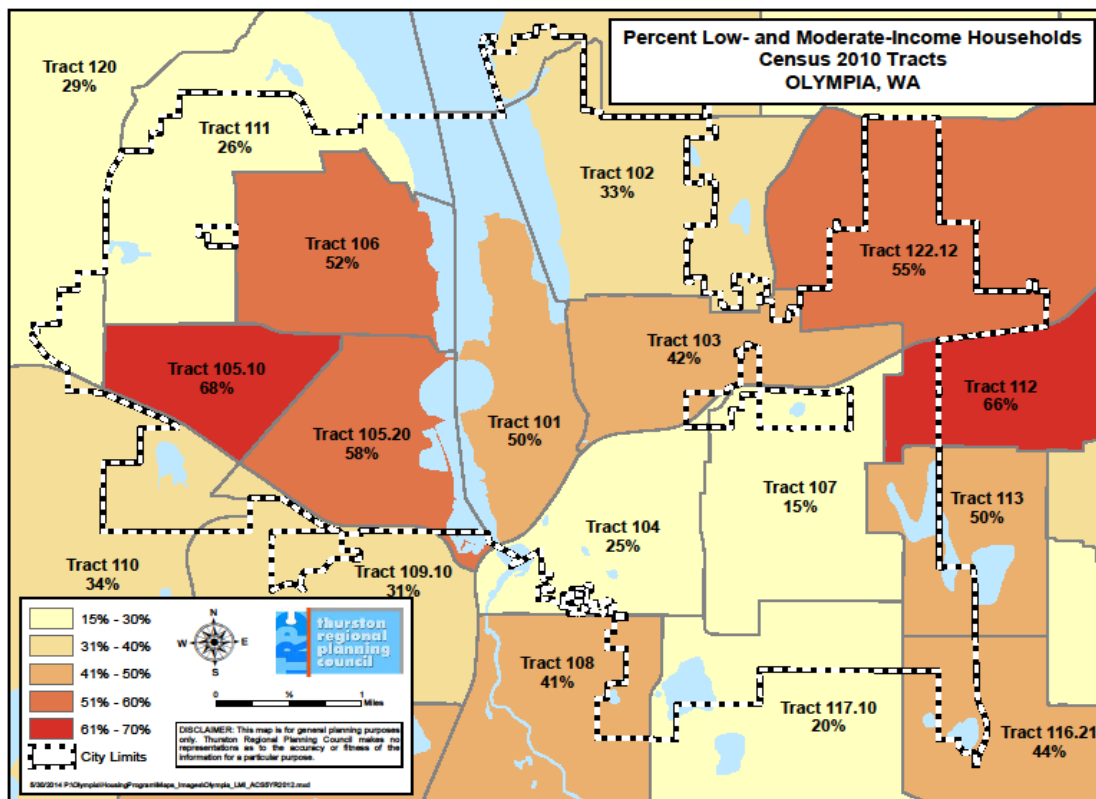
In calendar year 2014, the City of Olympia also allocated \$70,000 from the general fund to address emergency shelter, transitional housing, daycare, homeless outreach, and other anti-poverty programs through the Community Investment Program (CIP), formerly known as the Human Services Review Council. The CIP combined funds with the cities of Lacey and Tumwater and Thurston County.

Geographic Distribution

The City of Olympia will direct CDBG funds to projects and programs benefiting those with low- to moderate-incomes (LMI) and to projects eliminating slum and blighting influences. Most activities funded through CDBG are conducted citywide, targeting individuals or households with incomes below 80 percent of median income. Projects benefiting geographical areas will be located in designated low- to moderate-income areas.

Figure 4 shows areas of the City with concentrations of low- to moderate-income households. Many of the areas of racial/ethnic minority concentration are located in the City’s identified low- to moderate-income areas.

Figure 4. Percent of LMI Households by Census Tract



Geographic Locations of Proposed CDBG Funded Activities

Small Business Loans	Scattered sites to be determined; primarily located in US Census Tract 101
Elimination of Blight	Two parcels: 505 and 503 4 th Avenue West and 529 4 th Avenue West, located in US Census Tract 101
Safety & Façade Improvement	Scattered sites to be determined in US Census Tract 101
Downtown Ambassador Program	Scattered sites in downtown core in US Census Tract 101

CDBG Consolidated Plan Objectives (2013 – 2017)

The City of Olympia/Thurston County Five-Year Joint Consolidated Plan 2013 – 2017 identifies six key strategies to be pursued through CDBG funding. These priorities for CDBG funding were based on a review of documented need and input gathered from stakeholders. Full analysis of the basis for determining priority needs can be found in Part I of the [2013-2017 Consolidated Plan](#). These six key strategies include the following:

- 1. Economic Development (Priority Strategy for City of Olympia)**
- Affordable Housing
- Public Facilities and Infrastructure
- Public Services
- Acquisition of Land
- Homeless Continuum of Care (Thurston County priority based on available funds)

CDBG Annual Action Plan Objectives (Program Year 2014)

City of Olympia PY 2014 CDBG is the second year in the five year Consolidated Planning period. CDBG funding is proposed for the following activities to address the priority needs outlined above. An estimated 68% of all PY 2014 activities will benefit low- to moderate-income persons.

The City's PY 2014 CDBG Annual Action Plan Objectives focus on two of the three primary CDBG National Objectives by providing: 1) **a suitable living environment**, and 2) **expanded economic opportunities** for low- to moderate-income people. These two objectives will be implemented with the following activities:

- ***Economic Development*** to provide loan funds for small businesses employing low- and moderate-income people
- ***Elimination of Slum and Blight*** to remove severely blighted buildings from the Isthmus Park area.
- ***Social service funding*** street outreach to provide referrals and other assistance to street-dependent and homeless people.

The plan funds activities that support each City strategy in PY 2014.

Table 1 shows the recipients and projects that have been awarded funds for PY 2014. Each project and activity awarded funding by the CDBG Program is linked to at least one HUD objective and City strategy. A description of each project and estimated outcomes is also provided (*see Table 2, page 11*).

HUD Table #1--Proposed Awards by Recipient and Project

The following chart places each of the PY 2014 proposed activities within the framework of the CDBG Five-Year Consolidated Plan:

Table 1. Proposed PY 2014 Awards by Recipient and Project

Recipient	Project/ Activity	Outcomes	Strategic Goal(s) Met	HUD CDBG Objective(s) Met	Proposed PY 2014 Award
City of Olympia	Debt Service-Section 108 Downtown Improvements Project	Partial repayment of Section 108 loan, which funds the installation of lighting in approximately 13 alleys and 1 key sidewalk accessibility project	Public Facilities Improvements	15% - Low/Mod Area (LMA) 85% - Low/Mod Limited Clientele (LMC)	\$ 64,000
Capital Recovery Center	Downtown Ambassador Program	Citizen contacts with up to 150 homeless and mentally ill people	Homeless Continuum of Care	Low and moderate income benefit (LMI)	\$51,270
City of Olympia	Refund to Isthmus Park Project from PY2013 Downtown Ambassador Funding**	Demolition of two derelict buildings	Public Facilities	Slum/Blight Spot Basis (SBS)	\$25,650 \$126,455
Assorted Downtown Buildings	Safety & Façade Improvements Pilot Project (CPTED)*	Economic Development	Economic Development	Rehab: Publically or Privately owned Commercial/Industrial in a predominantly low/moderate-income residential area (LMA)	\$25,000
Assorted Business Owners	Small Business Revolving Loan Fund Pilot Project	Economic Development	Economic Development	Low and moderate income job creation (LMJ)	\$250,000
City of Olympia	Planning & Administrative Costs - 15% of total funds	Administration of a compliant program	CDBG Program Administration	N/A	\$100,000
Total:					\$642,375
* <i>Crime Prevention Through Environmental Design (CPTED)</i>					
** <i>Program Year 2013 CDBG Action Plan dedicated all remaining program income to the Isthmus Park Project</i>					

HUD Table #2 – Specific Annual Objectives

Table 2 shows the national objective and City strategy that will be addressed by each funded activity. In addition, Table 2 lists the performance measures associated with each objective and the estimated outcomes (results) that will be accomplished in PY 2014. These measures identify the number of:

- Persons to be served by public facilities, social services
- Persons to become employed as a result of business loans

Table 2. Specific Annual Objectives (HUD Required Table 3a)

National Objective/ City Strategies	Objective Number	Performance Measure	2014 Output (Estimated in Consolidated Plan)	2014 Output (Proposed for Annual Action Plan)
Availability/Accessibility of Decent Housing (DH-1)				
<i>Expand housing stock or other eligible activities pursuant to CDBG National Objectives and according to the City's community development priorities.</i>	DH1.1	Units of affordable housing to be developed through land acquisition	0	0
	DH1.2	Units of affordable housing to be developed through new construction	0	0
Sustainability of Decent Housing (DH-3)				
<i>Preserve homes and neighborhoods</i>	DH3.1	Units of low-income housing to be rehabilitated	0	0
	DH3.2	Units of special needs housing to be rehabilitated	0	0
Availability/Accessibility of a Suitable Living Environment (SL-1)				
<i>Public Services</i>	SL1.2	Persons to be provided with other public services	60	150
<i>Public Facilities</i>	SL1.3	Low-income persons to benefit from public facilities	32	Unk.
Availability/Accessibility of Economic Opportunity (EO-1)				
<i>Business Loans</i>	EO 1.2	Low-moderate income persons to be provided jobs as a result of business loans	Not specified	8

HUD Table #3--Annual Housing Completion Goals

The City did not propose any projects to develop or rehabilitate housing units for low- and moderate-income people.

Multi-year ongoing housing projects that are continued from PY 2012 include:

Family Support Center Smith Building Housing Units Project providing seven (7) units of permanent housing with supportive services and six (6) family suites of shelter housing, together providing housing for up to 60 formerly homeless family members.

Table 3 shows that zero (0) low- and moderate-income households will be assisted with housing . Part I shows the intended beneficiaries of the units and Part II shows the types of units by tenure. Assisted housing units must meet the Section 215 definition for affordable housing. The Consolidated Annual Performance Evaluation Report (CAPER) for PY 2013, available in November 2014, will also present the number of housing units assisted as zero (0).

Table 3. Annual Housing Completion Goals (HUD Required Table 3b)

PY 2014 Housing Goals		Expected Units	Actual Units (To be reported in CAPER)
Part I – Housing Goals by Beneficiary			
Beneficiary Goals	Homeless households	0	0
	Low-income households (not currently homeless)	0	0
	Special needs households	0	0
	Total	0	0
Part II – Housing Goals by Tenure			
Renter Goals	Acquisition of existing units	-	0
	Production of new units	0	0
	Rehabilitation of existing units	0	0
	Rental Assistance	0	0
	Renter Goals	0	0
Owner Goals	Acquisition of existing units	0	0
	Production of new units	0	0
	Rehabilitation of existing units	0	0
	Homebuyer Assistance	0	0
	Owner Goals	0	0
Combined Goals by Activity Type	Acquisition of existing units	0	0
	Production of new units	0	0
	Rehabilitation of existing units	0	0
	Rental Assistance	0	0
	Homebuyer Assistance	0	0
	Total	0	0

Although zero (0) housing units will be completed with CDBG PY 2014 funds, Olympia will use City funds to provide owner-occupied emergency repair loans to up to four low-income households.

Public Housing

Within the City of Olympia there is one public housing project owned and managed by the King County Housing Authority. Casa Madrona is a 70-unit elderly housing project located on Martin Way. The Housing Authority is not “troubled” or performing poorly, and there are no City plans to assist the King County Housing Authority at this time.

In PY 2014, the City of Olympia will continue to coordinate efforts to provide housing and address homelessness with the Housing Authority of Thurston County, which provides tenant- and project-based rental assistance and other housing services.

Evaluation of Past Performance – Program Year 2013

In PY 2013 (September 1, 2013 – August 31, 2014) the Olympia CDBG Program funded a total of \$1,000,650³ for housing and community development activities during the first year of the five-year 2013-1017 Consolidated Plan. The following activities were funded:

- **Affordable Housing** – Sixteen percent (16%) of funds, or \$158,000, was allocated for a project to provide housing for up to 60 formerly homeless individuals.
- **Micro Enterprise Training** – Three percent (3%) of funds, or \$25,500, was allocated for business training for up to 10 low-income entrepreneurs.
- **Public Services** – Fifteen percent (15%) of funds (\$83,800.64)⁴ provided public services, including emergency shelter, transitional housing and drop-in centers for at-risk youth to a total of 313 people assisted to date.

Quixote Villages – 30 formerly homeless adults

Community Youth Services Transitional Housing Program- providing housing and supportive services for up to 55 formerly homeless youth and their dependents

Out of the Woods Family Shelter – providing shelter for up to 12 family members

Together Evergreen Villages Program – providing drop-in center services for up to 60 youth daily

Capital Recovery Center – Ambassador Program providing street outreach and referrals for up to 156 street-dependent and homeless citizens

- **Public Facilities** – Up to forty-two percent (42%) of funds, or \$424,350, (indexed by the actual receipt of Program Income) was allocated for a public facilities project intended to demolish two derelict buildings in support of a future Isthmus Park project, (of \$450,000

³ **Notes on Original Allocations:** The original total allocation of \$1,018,627 was based on a high estimate of \$450,000 in program income. Program income receipts are currently coming in far lower than this anticipated amount. The PY 2013 Annual Action Plan original total amount of \$1,108,627 was reduced to \$1,000,650 in order to maintain the 15% cap on social service expenditures (see Footnote 3).

⁴ **Notes on Amended Social Services Allocations:** The original social services allocation of \$76,127 (15% of the allowable amount) was amended to include an additional \$25,650 for the Ambassador Program. To avoid a dollar amount that exceeded the 15% cap of allowable social services expenditures (PY 2013 grant of \$357,512 plus PY 2012 program income of \$201,158 for a total of \$558,670), CDBG-funded social services were expended to the total allowable cap of \$83,000 and were then supplemented by an additional \$24,349.37 in City Housing Program General Funds.

originally allocated from CDBG Program Income, \$25,650 was reallocated for the Downtown Ambassador Program).

- **Public Facilities Community Center** – Twenty percent (20%), or \$199,000, was used to fund two public facility community center projects:

Quixote Village Community Center (\$55,000) serving up to 30 Quixote Village Residents, visitors, and other community members.

Community Youth Services Youth Drop in-Center (\$144,000) serving up to 70 street-dependent youth and young adults.

- **Public Facilities Downtown Safety Improvements** – An additional \$325,000 was funded through the CDBG Section 108 loan guarantee program to provide alley lighting for public safety and ADA curb cuts for wheelchair accessibility in key areas of the downtown core.
- **Activity Delivery Costs** – A total of five percent (5%) or \$50,000 of the funds was allocated for activity delivery costs (ADC) to manage the specifically funded activities.
- **Planning and Administrative Costs** – A total of six percent (6%) of the funds (\$60,000) was allocated program administrative costs (PAC) also known as general administrative costs of running the CDBG Program.

More information about Olympia’s CDBG Program can be found in the [2013 – 2017 Joint City-County Consolidated Plan](#). More specific information on the current PY 2013 accomplishments will be provided in the PY 2013 Consolidated Annual Performance and Evaluation Report to be released October 2014.

Leveraged Funds: The City estimates that these CDBG funds will leverage over \$1,000,000 in small business loans; \$52,000 in social service funds; \$100,000 in downtown Safety Improvements; and nearly \$30,000,000 in Isthmus Park improvements, totaling \$31,182,000 in other funds (including federal, state, county, and private funds). The PY 2014 CAPER will present more detailed information on leveraged funds by source.

The City of Olympia also participates in the Thurston County HOME Consortium that will provide up to \$1,920,534 in combined federal HOME and state recording fee dollars for affordable housing, homeless housing, and social service funding. Olympia will also take a variety of actions to ensure that other agencies and organizations apply for all available funds to implement these housing strategies. Staff will share Notices of Funding Available (NOFAs) with other agencies, social service providers, nonprofit developers, and advocacy groups.

Olympia will offer letters of support and certifications of consistency for project applications that support goals and strategies found in the Consolidated Plan with siting criteria to be considered to avoid undue concentrations of low- and moderate-income housing.

Citizen Participation and Consultation Process

Participation from citizens, agencies, advocacy groups, nonprofit organizations, faith communities, businesses, and others concerned with housing, homelessness, and community development in the City of Olympia were encouraged throughout the CDBG planning process. Highlights of the process of developing the PY 2014 Annual Action Plan include:

- Council public discussions of PY 2014 CDBG Program Annual Action strategies and review of recommendations for funding during Council meetings held between November 2013 and January 2014.
- Council General Government Committee's discussions on CDBG strategies and specific activities to be recommended for funding in their March and April 2014 meetings.
- Council review existing data on affordable housing, homelessness, and community development needs.
- Coordination of countywide efforts to address homelessness, including the January 2014 Point-in-Time count.
- Participation in monthly meetings of the Thurston County HOME Consortium.
- Coordination of the monthly Thurston County Housing Task Force, which facilitates countywide efforts to address affordable housing and homelessness and to enhance service delivery to homeless and low-income people.
- Participation in other community meetings to discuss the CDBG program in general and the proposed CDBG Annual Action Plan in particular.
- City Council public hearing on the proposed CDBG Annual Action Plan on June 10, 2014.
- Release the Draft CDBG Annual Action Plan for public review and comment on June 2, 2014, followed by a 30-day public comment period from June 2 to July 2, 2014.
- Final Council approval of Draft CDBG Annual Action Plan on July 8, 2014.
- Submission of CDBG PY 2014 Annual Action Plan to HUD on or before July 15, 2014.

Summary of Public Comments and Responses

A final summary of comments received and the City of Olympia's responses will be placed into an Appendix following the conclusion of the public comment period.

Barriers to Affordable Housing

The City of Olympia's housing efforts provide only a small impact on the overall housing needs of the community. The City continues to initiate discussions with Thurston County to identify possible future collaborative efforts in order to reduce barriers to affordable and supportive housing and to stimulate more interest in housing investment among the private and public sectors.

Poverty is a principal barrier to housing affordability. In PY 2014, most CDBG-funded projects and activities will assist households below 50 percent of median income, since these households were identified as having the greatest level of need in the consolidated planning process. Beyond activities of the CDBG Program, Olympia will continue its efforts to reduce the number of poverty-level families by encouraging participation in various assistance programs offered by the City and other agencies, rental assistance programs, homeless prevention programs, and urban homesteading-type programs.

Fair Housing Choice

The City intends to continue to provide training for specific housing industry organizations and professionals to increase awareness of the laws and to encourage good-faith compliance. This training is provided through partnerships with agencies like the State Human Rights Commission, the Washington Fair Housing Center, the Crime-Free Multi-Housing Program operated by the Olympia Police Department, the Olympic Renters Association, and others to provide fair housing training in a variety of settings geared toward housing industry providers.

In an effort to affirmatively further fair housing and to ascertain any barriers to affordable housing choice, the CDBG Program funded an Analysis of Impediments to Fair Housing (AI) study, which was first completed in 1996 and then updated in 2006. The AI strongly recommended continuing cross-jurisdictional outreach, education, enforcement, encouraging homeownership and lending marketing to African American and Hispanic households, and continuing to implement current human services strategies, including supporting fair housing training for both housing consumers and industry professionals.

Olympia will continue the following fair housing outreach, education, and enforcement efforts to affirmatively further fair housing in PY 2014:

- Partnering with the State Human Rights Commission to provide training via the annual Crime-Free Multi-Housing training program for landlords and property managers.
- Maintaining a city web page with fair housing information.
- Including fair housing information and housing complaint messages on the 24-hour City of Olympia automated information telephone line known as “City Line” (360.753.4444, Ext. 3420 and 3440).
- Incorporating fair housing clauses in contracts with rental owners assisted by the CDBG Program, which states,

"All housing in the project will be operated in a manner consistent with federal housing policy governing non-discrimination and accessibility as determined under the Americans with Disabilities Act, the Fair Housing Act as amended, the rules and regulations of the U.S. Department of Housing and Urban Development and federal, state, and local law now provided or which may hereafter be provided. To that end, the owner shall not discriminate in making rental units available for occupancy on the basis of race, creed, color, sex, national origin, religion, marital status, age, or disability; provided that the owner may take such actions as may be necessary to qualify for or to maintain its qualification for the exception that relates to housing for older persons under the Fair Housing Act as amended, and 24 CFR Part 100 Subpart E. Furthermore, the owner shall not discriminate against any prospective resident or existing resident on the basis of that prospective resident's or existing resident's sources of income provided such sources of income are not in contravention of any federal, state, or local law."

- In addition, Chapter 5.80 of the Olympia Municipal Code provides that no person may withhold from any person or group of persons such housing accommodations, or segregate the use thereof, or represent that such housing accommodations are not available for inspection when in fact they are so available, or expel or evict an occupant from a housing accommodation, or discriminate against any person because of the sexual orientation, or gender identity, or perception thereof of such person or persons.

Public Policies

Specific actions or reform steps that have been taken in the City of Olympia to remove or ameliorate negative effects of public policies that can serve as barriers to affordable housing include:

- Olympia's Comprehensive Plan contains policies, incentives, regulations, and programs to provide its share of housing affordable to low- and moderate-income households as determined by an inter-jurisdictional planning process. This plan evaluate its existing resources of subsidized and low-cost, non-subsidized housing and identifies housing that may be lost due to redevelopment, deteriorating housing conditions, or public policies or actions. The City will continue to encourage strategies to preserve existing low-income housing where feasible and to encourage relocation assistance for low-income residents who may be displaced.
- Olympia will maximize its ability to accommodate sufficient, affordable housing by removing unnecessary regulatory barriers, reviewing codes for redundancies and inconsistencies, and providing opportunities for a full range of housing types such as accessory dwelling units, manufactured homes on individual lots, apartments, townhouses, and attached single-family housing.
- Olympia will work with housing developers and interested groups to publicize successful examples of projects and programs that can be replicated or adapted for other circumstances.
- Olympia will continue to encourage other neighboring jurisdictions to encourage the preservation, improvement, and production of new affordable housing units as possible through their Comprehensive Plans and related policies.

- Olympia will continue to participate in the HOME Consortium to encourage the funding of projects that will preserve, improve, or produce new affordable housing units in other jurisdictions.

Homeless and Special Housing Needs

The City of Olympia will undertake or continue to support a wide variety of activities to address the priority needs of homeless individuals and families and persons with special needs in PY 2014 as part of the Thurston County continuum of care model that serves to coordinate and network all local services and resources for homeless individuals and families.

Services provided by participants in the continuum of care include outreach and assessment, emergency shelters and services, mental health services for homeless and at-risk populations, services for at-risk and homeless youth, transitional housing, permanent supportive housing, access to permanent housing, and activities to prevent low-income individuals and families with children from becoming homeless.

Olympia will undertake or support the following specific activities in PY 2014:

- Provide up to **\$51,270** for the **Downtown Ambassador Program** to provide street outreach, referrals, and other services for homeless and mentally ill people in the downtown core.
- Participate in the inter-jurisdictional Community Investment Partnership (CIP), formerly known as the Human Services Resource Committee or HSRC, allocation process that will distribute \$600,000 to local human service providers. The CIP provides funding to a broad range of social services that benefit extremely low-income residents of the County. These services focus primarily on homeless and at-risk populations. Olympia's 2014 contribution is approximately \$70,000 in local funds.
- Participate with and support the County's inter-jurisdictional **HOME Consortium** in the allocation of the PY 2014 Thurston County's federal HOME funds in the amount \$975,713 and an estimated total of \$714,478 in the two combined state recording fee programs (Homeless Housing and Affordable Housing Program) for a total of \$1,920,534.
- Participate in the **Thurston County Housing Task Force** in coordinating the activities of all local social services for very low-income and homeless people. This organization meets monthly with representatives from nearly all local nonprofits, faith community based, government agencies, and other organizations dedicated to social services. This organization is staffed by the Housing Authority of Thurston County and often serves as the inter-jurisdictional group to conduct such activities as the annual homeless census, also known as the PIT count.
- Participate in the **Continuum of Care** process. This process occurs monthly in conjunction with the Housing Task Force meetings, serving as the work group for a wide variety of projects.

- Participate in the coordination of the **Cold Weather Shelter Program**, which operates three shelter programs during the cold weather months on all nights during which temperatures dip below freezing:
 - **Single Men’s Cold Weather Shelter** is administered jointly by the cities of Lacey, Olympia, and Tumwater in conjunction with Thurston County. Originally, the single men’s shelter rotated between the County Courthouse and the various City Halls, but now it is housed exclusively at the Salvation Army. **(25 beds)**
 - **Auxiliary Single Men’s Cold Weather Shelter program** is coordinated by Interfaith Works and rotates between St Michael’s Catholic Church in Olympia and Sacred Heart Catholic Church in Lacey. **(12 beds)**
 - **Single Women’s Cold Weather Shelter program** is coordinated by Interfaith Works, rotating between participating faith communities. **(18 beds)**
- Work with the **“Families with Children Shelter”** operated by the Family Support Center which is about to move from their interim 26 shelter bed location at the First Christian Church in downtown Olympia to their new 30 shelter-bed facility at the Smith Building Family Housing Project that also offers up to 30 beds of permanent housing with supportive services.
- Monitor and work with **the Low Income Housing Institute (LIHI)** in the operation of the 42-unit Fleetwood Building Transitional Housing Apartments.
- Monitor and work with **Catholic Community Services** in the operation of the 51-bed Drexel House that provides 16 emergency shelter beds, 25 units of transitional housing, and 10 units of permanent housing with supportive services.
- Monitor and work with **Quixote Village** in the operation of the 30 cottage community that provides permanent housing with supportive services for up to 30 formerly homeless single adults.
- **Provide technical assistance** to local groups attempting to provide affordable housing to low-income households and special needs populations. This includes assistance with applications for funding, letters of support, assistance with planning or building code-related matters, or other tangible means of assistance.
- **Utilize housing rehabilitation loan funds** by matching grant opportunities as they arise to provide for additional low-income housing.
- In an effort to **prevent at-risk low-income families and individuals from becoming homeless**, the City of Olympia will encourage access to social service agencies and participation in rental assistance programs and state assistance programs as managed by local agencies.

- To address the non-homeless special needs populations, the City of Olympia will **support and cooperate in the development of housing and social service programs** to assist the physically handicapped, the developmentally disabled/mentally handicapped, and persons with HIV/AIDS.
- Coordinate **2015 Thurston County homeless census** by contract with Thurston County to provide a more accurate count of homeless people, their needs and an assessment of the existing resources.

Other Actions

Lead-Based Paint Hazard Activity

In an effort to address lead-based paint hazards, the City of Olympia has incorporated the regulations into existing housing policies and programs for implementing Title X of the Community Development Act of 1992, part of the Residential Lead-Based Paint Hazard Reduction Act of 1992. Olympia will continue to follow 24 CFR Part 35 in addressing the evaluation and reduction of lead-based paint hazards in Olympia's housing policies and programs.

The Community Planning and Development Department Housing Division has developed an outline of actions to be undertaken over the coming five years to evaluate and reduce lead-based paint hazards. During the PY 2014 Action Plan period, the City plans to continue the following actions:

- Encourage more local contractors to obtain "Lead Paint Worker" or "Lead Paint Supervisor" licenses.
- Contract for risk assessments with the Housing Authority of Thurston County (HATC).
- Continue the residential rehabilitation projects as they relate to the lead paint hazard rules. Each project will include the review and determined need for testing and hazard reduction in conjunction with rehabilitation as part of the environmental review.
- Review existing regulations, housing, and rehabilitation codes to assure lead-based paint hazard reduction is incorporated where appropriate.
- Encourage inspections for lead at appropriate times when housing is otherwise being inspected or evaluated.

HATC has two EPA-licensed Lead Risk Assessors on staff who will provide paint inspection services as required in the HUD Final Rule for lead-based paint. HATC also receives funding for lead hazard reduction programs through the State of Washington that will provide funding for equipment, training, testing services, and lead hazard reduction work on single- and multi-family housing.

Promoting Economic Opportunities

As identified in this CDBG Annual Action Plan, the primary focus of the PY 2014 CDBG Annual Action Plan is to support economic development.

In addition, the City of Olympia will continue discussions with the Washington State Housing Finance Commission, the Thurston County Economic Development Council, and the Chamber of Commerce to facilitate and improve affordable housing for low- and moderate-income families and to expand economic opportunities. In addition, Olympia will:

- Support the Thurston County Chamber of Commerce Business Incubator Program.
- Work with other service providers and community organizations such as the Olympia Downtown Association that provides services on a local and metro-wide level in order to foster local businesses, many of which are started by low- and moderate-income persons.

HOME Funds

The City of Olympia receives no HOME funds directly, but strongly supports efforts by local nonprofit organizations to obtain State of Washington HOME funds. The City participates in a countywide HOME Consortium that allocates HOME funds along with Affordable Housing Program and Homeless Housing Program funds.

In fiscal year 2014, the HOME Consortium is expected to receive a total of \$1,920,534 from the following sources:

- \$ 975,713– HOME Program – Federal funds
- \$ 137,478 – Homeless Housing Program – State recording fee funds
- \$ 807,348 – Affordable Housing Program – State recording fee funds
- **\$1,920,534 – Total Anticipated HOME Consortium resources (as of June 2, 2014)**

The HOME Consortium offers a spring combined funding cycle to offer funding for both capital projects and for operations and maintenance projects. There is also a special application process for emergency fund projects to support eligible emergent needs. The City participates in these funding cycles and the general administration of HOME.

Section 3 and Minority Business Enterprise

The City of Olympia will continue to promote Section 3 and Minority Business contractors during the PY 2014 fiscal year. The following language will be included in all construction contracts and performance agreements:

ARTICLE VIII: SECTION 3 AND MINORITY EMPLOYMENT OPPORTUNITY STATEMENT. At the time of the award of bid on this federally financed project, the contractor has a complete staff of employees. If any vacancies should develop during the construction of this project, then I, the Contractor, shall make a good faith effort to ensure that low income residents within the limits of the City of Olympia and minority persons are given an employment opportunity in a manner specified by

Executive Order No. 11246 and Section 3 of the Housing and Urban Development Act of 1968.
(Excerpt from standard Construction Contract document.)

1. Section 3 Affirmative Action Plan. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701 u.

The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. *(Excerpt from standard Performance Agreement document.)*

2. Non-discrimination. During the performance of the Loan Agreement, the Borrower(s)/Contractor agrees as follows:

The Borrower(s) and/or any directly funded construction contractors will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, or national origin. The Borrower(s)/ Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

All housing rehabilitation loan recipients and other subrecipients choose their own contractors directly. The City reports on all MBE contract activity on a biannual basis to the HUD Office of Labor Relations.

Three Year Certification Period

As part of the PY 2014 CDBG Annual Action Plan, the City is changing its certification period from a one year certification period to a three year certification period. This allows the City to aggregate the three years of expenditures to ensure a cumulative 70% or greater benefit to low- and moderate-income people.

Historically, the City has allocated 100% of all CDBG funding to activities that benefit low and moderate income people. In PY 2014, the City proposes that 32% of the funding go to the Isthmus Park Project, an activity that currently does not benefit low- and moderate-income people. This will mean future years' allocations will ensure a higher ratio of benefit to low- and moderate-income people to increase the percentage to 70% or greater.

- 4.I 14-0547** Approval of Amendment to Ordinance 6905 (Capital Budget)

The ordinance was approved on first reading and moved to second reading.

- 4.J 14-0549** Approval of Amendment to Ordinance 6904 (Special Funds)

The ordinance was approved on first reading and moved to second reading.

- 4.K 14-0565** Approval of Appropriation Ordinance in the Amount of \$50,000 for Artesian Commons Park Construction Project

The ordinance was approved on first reading and moved to second reading.

Approval of the Consent Agenda

Councilmember Langer moved, seconded by Councilmember Hankins, to adopt the Consent Calendar. The motion carried by the following vote:

Aye: 7 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins, Councilmember Langer, Councilmember Roe and Councilmember Selby

5. PUBLIC HEARING

- 5.A 14-0566** Public Hearing on the Community Development Block Grant (CDBG) - Program Year (PY) 2014 Action Plan

Housing Program Manager Anna Schlecht introduced this item and said this is the second year of the five-year program. She reviewed the proposed CDBG-funded activities.

The public hearing was opened.

Director of the Economic Development Council Michael Cade of 3526 Hoilday Dr. SE said he strongly supports this program.

Executive Director of the Thurston County Chamber David Schaffert of 809 Legion said the Chamber of Commerce is very supportive of this plan.

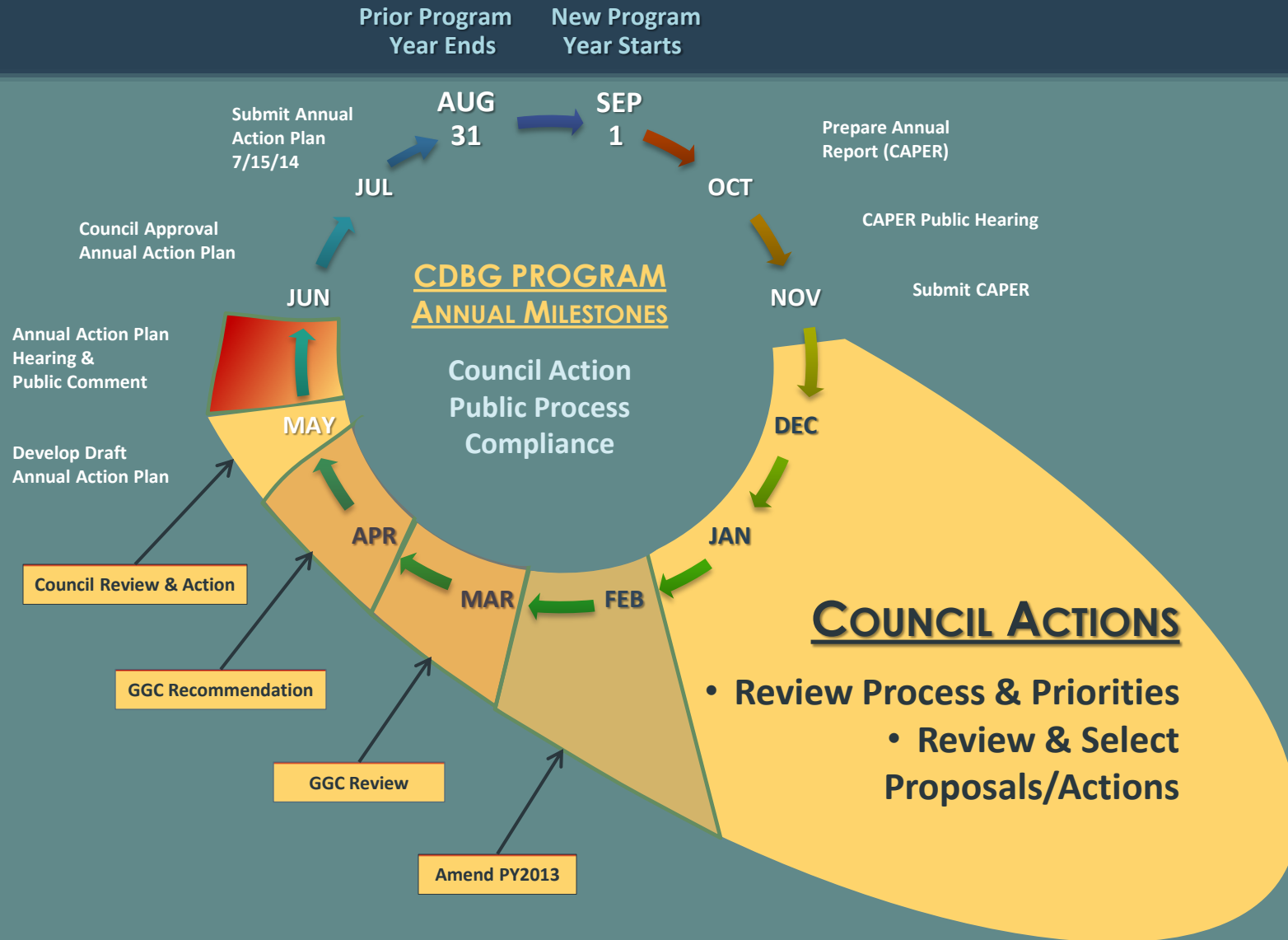
Chair of the Olympia Capitol Park Foundation Jerry Reilly thanked the Council for their work on the future isthmus park. He urged the Council to support this plan.

The public hearing was closed.

The public hearing was held and closed. Public comment will remain open until 5:00 p.m. July 2.

6. OTHER BUSINESS

CDBG – Program Year 2014 Timeline



Program Year 2014 Proposed CDBG-Funded Economic Development Activities

1) **Small Business Loan Program:** **\$250,000**

Discussions with the Economic Development Council, Thurston Chamber of Commerce, and the Olympia Downtown Association have identified the need for a Revolving Loan Fund (RLF) to provide an additional tool for strengthening downtown businesses. Such an RLF should be designed to complement existing tools, i.e. technical assistance; business training; and business coordination programs provided by EDC, ODA and Enterprise for Equity, and the incubator program of the Thurston County Chamber.

The City CDBG allocation would serve as “seed money” that could potentially leverage other funding programs such as Small Business Administration funds or local foundation funding. The City Council would set goals for such a fund, which would be administered by National Development Council (NDC) as the “Grow Olympia Fund”.

General Government Committee recommends fund goals include:

- Retaining and growing existing downtown businesses
- Infilling vacant storefronts with new or relocated businesses
- Emphasizing a diversity of businesses that provide jobs and activity to create more foot traffic and an “18-hour business day”
- Focus on strategic small business sectors, identified by the EDC to be:
 - Light manufacturing
 - Information technology
 - Professional services
 - Theater arts/performance retail

2) **CPTED Safety Program** **\$25,000**

Municipal planners and public safety officials utilize “Crime Prevention through Environmental Design (CPTED)” as a planning tool to make their communities safer. This program would be operated as a Revolving Loan Program (RLF) ensuring that program income could be made available for future CPTED Safety Program projects. The City has been participating in a public planning process to assess needs, identify resources and proceed with high priority CPTED projects. The majority of these projects will involve private property but some may involve public property. These priorities fall into two general categories:

A) Façade Improvement Loans (\$10,000)

Façade Improvement loans are utilized by communities across the nation to provide financial incentives to restore highly visible store fronts in central business cores. When a downtown is in good shape it sends a positive

message of urban vitality. Conversely, when multiple storefronts in a downtown district are dilapidated, it sends a message of urban decay. In concert with other Olympia Downtown Project initiatives, a City of Olympia façade improvement micro-loan program could encourage a district-wide make-over, which in turn could spur additional economic development activity.

There are three elements of a façade improvement program:

- 3) *Small CDBG Loans:* CDBG funds could be made available through a low- or no-interest loan program to property owners interested in improving their property. Funds could be used for materials costs only, i.e. paint, to support façade upgrade projects.
- 4) *Volunteer Labor:* Twice each year the Olympia Downtown Association recruits 100 – 200 volunteers who pick up garbage, pull weeds and paint. In recent years, these volunteers have been under-utilized as a direct result of the successful Downtown Clean Team. Painting projects are often limited by the lack of available paint in the right color. A specially designated “Paint the Town New” clean-up in fall could mobilize the same number of volunteers to focus exclusively on painting buildings.
- 5) *Recycled Materials:* A number of local paint companies carry recycled paint, which both ensures re-use of a valuable building material and demonstrates a commitment to sustainable building maintenance practices. Recycled paint also saves money; one estimate shows that “Metro Paint” produced by an Oregon municipal enterprise costs half as much as new paint.

Past Façade Improvement Programs: The City utilized a CDBG-funded Façade Improvement Program during the early 1980’s as one of many tools to address urban decay. Funds were issued as loans to key downtown building owners to cover the material costs associated with awning replacements and exterior paint. Additional resources were leveraged by working with private lenders and painter-training programs. As a result, approximately 20 buildings received new paint jobs and approximately 10 buildings received new awnings. The loans were administered in-house to lower loan closing costs. All the loans were re-paid within five years and the funds were re-allocated for other purposes. The City did not at that time create a revolving loan fund with repayments.

B) CPTED Safety Projects (\$15,000):

The City has worked with downtown building and business owners along with other stakeholders to develop a priority listing of CPTED projects involving physical improvements. These projects fall into the following two categories:

- 1) *Gates*: Building owners have identified key alcoves that currently attract a broad range of illegal and disruptive activity that are detrimental to business activity and discourage criminal activity.
- 2) *Dumpster Enclosures* Police have identified several “hot spot” areas where the existing enclosures are large, block line of sight and encourage illegal activities that are shielded from view. Replacing these with enclosures that meet the CPTED standards would greatly reduce criminal activity.

3) Continuation of Downtown Ambassador Program \$51,270

In PY 2013, the City Council amended its Action Plan to fund an additional position in the Downtown Ambassador Program. This funding would continue that position throughout PY 2014 (through August 31, 2015).

4) Isthmus Park Project, or Other Future Project Up to \$126,455

Staff projections show that the City’s CDBG Program will be well under the HUD required levels of expenditures (termed “Spend-Down” by HUD) by the June 30, 2015 deadline. This would allow flexibility for the Council to retain these funds in the Isthmus Park Project Fund until PY 2015, at which time they could potentially leverage the available PY 2014 with PY 2015 new CDBG grant funds, Section 108 loan funds or other monies that may be available in the future. The Council can amend their allocation in the future to fund a different project or program if the Isthmus Park Project does not move forward or receive other funding.

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name: City of Olympia

Priority Need: N/A

Project: General Administration and Planning

Activity: PY 2014 General Administration

Description: Provide overall general administration for Program Year 2014

Objective Category:	<input type="checkbox"/> Suitable Living Environment	<input type="checkbox"/> Decent Housing	<input type="checkbox"/> Economic Opportunity
Outcome Category:	<input type="checkbox"/> Availability/Accessibility	<input type="checkbox"/> Affordability	<input type="checkbox"/> Sustainability

Location/Target Area: Communitywide
Street Address: 601 4th Ave E
City,State,Zip Code: Olympia, WA 98501

Objective Number N/A	Project ID 01
HUD Matrix Code 21A	CDBG Citation 570.206
Type of Recipient Local Government	CDBG National Objective N/A
Start Date (mm/dd/yyyy) 09/01/2014	Completion Date (mm/dd/yyyy) 08/31/2015
Performance Indicator N/A	Annual Units N/A
Local ID	Units Upon Completion N/A

Funding Sources:

CDBG	\$100,000
ESG	_____
HOME	_____
HOPWA	_____
Total Formula	_____
Prior Year Funds	_____
Assisted Housing	_____
PHA	_____
Other Funding	_____
Total	\$100,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name: City of Olympia

Priority Need: Medium

Project: Section 108 Loan Debt Service

Activity: Debt Service for Section 108 Downtown Improvements Project

Description: Partial repayment of Section 108 loan, which funded the installation of lighting in approximately 13 alleys and 1 key sidewalk accessibility project.

Objective Category:	<input type="checkbox"/> Suitable Living Environment	<input type="checkbox"/> Decent Housing	<input type="checkbox"/> Economic Opportunity
Outcome Category:	<input type="checkbox"/> Availability/Accessibility	<input type="checkbox"/> Affordability	<input type="checkbox"/> Sustainability

Location/Target Area: City of Olympia
Street Address: 601 4th Ave E
City,State,Zip Code: Olympia, WA 98501

Objective Number SL1.3	Project ID 02
HUD Matrix Code 19F	CDBG Citation 570.208(a)(1)
Type of Recipient Local Government	CDBG National Objective None
Start Date (mm/dd/yyyy) 09/01/2014	Completion Date (mm/dd/yyyy) 08/31/2015
Performance Indicator None	Annual Units 20% repayment of Section 108 Loan
Local ID	Units Upon Completion 20% repayment of Section 108 Loan

Funding Sources:

CDBG	\$64,000
ESG	_____
HOME	_____
HOPWA	_____
Total Formula	_____
Prior Year Funds	_____
Assisted Housing	_____
PHA	_____
Other Funding	_____
Total	\$64,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name: Capital Recovery Center DBA Capital Clubhouse

Priority Need: High – Homeless Social Services

Project: Downtown Ambassador Program

Activity: Downtown Ambassador Program

Description: Provide citizen contacts with up to 150 homeless and mentally ill persons.

Objective Category:	<input checked="" type="checkbox"/> Suitable Living Environment	<input type="checkbox"/> Decent Housing	<input type="checkbox"/> Economic Opportunity
Outcome Category:	<input checked="" type="checkbox"/> Availability/Accessibility	<input type="checkbox"/> Affordability	<input type="checkbox"/> Sustainability

Location/Target Area: Capital Recovery Center DBA Capital Clubhouse
Street Address: 1000 Cherry St SE
City,State,Zip Code: Olympia, WA 98501

Objective Number SL1.2	Project ID 03
HUD Matrix Code 05	CDBG Citation 570.208(a)(2)
Type of Recipient Local Government	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 09/01/2014	Completion Date (mm/dd/yyyy) 08/31/2015
Performance Indicator People	Annual Units 150
Local ID	Units Upon Completion 150

Funding Sources:

CDBG	\$51,270
ESG	_____
HOME	_____
HOPWA	_____
Total Formula	_____
Prior Year Funds	_____
Assisted Housing	_____
PHA	_____
Other Funding	_____
Total	\$51,270

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name: City of Olympia

Priority Need: Medium – Public Facilities/Parks & Recreation Facilities

Project: Isthmus Park Project

Activity: Isthmus Building Demolition

Description: Demolish a derelict building

Objective Category:	<input type="checkbox"/> Suitable Living Environment	<input type="checkbox"/> Decent Housing	<input checked="" type="checkbox"/> Economic Opportunity
Outcome Category:	<input type="checkbox"/> Availability/Accessibility	<input type="checkbox"/> Affordability	<input checked="" type="checkbox"/> Sustainability

Location/Target Area: City of Olympia
Street Address: 529 4th Ave W
City,State,Zip Code: Olympia, WA 98501

Objective Number SL1.3	Project ID 04
HUD Matrix Code 04	CDBG Citation 570.208(b)(2)
Type of Recipient Local Government	CDBG National Objective Slum/Blight Spot Basis
Start Date (mm/dd/yyyy) 09/01/2014	Completion Date (mm/dd/yyyy) 08/31/2015
Performance Indicator 11 Public Facilities	Annual Units 1
Local ID	Units Upon Completion 1

Funding Sources:

CDBG	_____
ESG	_____
HOME	_____
HOPWA	_____
Total Formula	_____
Prior Year Funds	\$152,105
Assisted Housing	_____
PHA	_____
Other Funding	_____
Total	\$152,105

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Consolidated Plan Listing of Projects

Jurisdiction's Name: City of Olympia

Priority Need: Medium – Economic Development - Business Support Services

Project: Safety and Façade Improvements Pilot Project (CPTED)

Activity: CPTED Pilot Project

Description: Rehabilitate publically or privately owned commercial/industrial buildings in the downtown Olympia area, which is a predominantly low-/moderate-income residential area.

Objective Category:	<input type="checkbox"/> Suitable Living Environment	<input type="checkbox"/> Decent Housing	<input checked="" type="checkbox"/> Economic Opportunity
Outcome Category:	<input type="checkbox"/> Availability/Accessibility	<input type="checkbox"/> Affordability	<input checked="" type="checkbox"/> Sustainability

Location/Target Area: Scatters site to be determined

Street Address:

City,State,Zip Code: Downtown Olympia, WA 98501

Objective Number EO1.2	Project ID 05
HUD Matrix Code 18A	CDBG Citation 570.208(b)(2)
Type of Recipient Local Government	CDBG National Objective LMA
Start Date (mm/dd/yyyy) 09/01/2014	Completion Date (mm/dd/yyyy) 08/31/2015
Performance Indicator 08 Businesses	Annual Units TBD
Local ID	Units Upon Completion TBD

Funding Sources:

CDBG	_____
ESG	_____
HOME	_____
HOPWA	_____
Total Formula	_____
Prior Year Funds	\$25,000
Assisted Housing	_____
PHA	_____
Other Funding	_____
Total	\$25,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Consolidated Plan Listing of Projects**

Jurisdiction's Name: City of Olympia

Priority Need: Medium – Economic Development – Small Business Loans

Project: Small Business Revolving Loan Fund

Activity: Small Business Revolving Loan Fund Pilot Project

Description: Provide loans to small businesses to create low/moderate income jobs.

Objective Category:	<input type="checkbox"/> Suitable Living Environment	<input type="checkbox"/> Decent Housing	<input checked="" type="checkbox"/> Economic Opportunity
Outcome Category:	<input type="checkbox"/> Availability/Accessibility	<input type="checkbox"/> Affordability	<input checked="" type="checkbox"/> Sustainability

Location/Target Area: Scattered sites to be determined

Street Address:

City,State,Zip Code: Olympia, WA 98501

Objective Number EO1.2	Project ID 06
HUD Matrix Code 18A	CDBG Citation 570.208(a)(4)
Type of Recipient Local Government	CDBG National Objective LMJ
Start Date (mm/dd/yyyy) 09/01/2014	Completion Date (mm/dd/yyyy) 08/31/2015
Performance Indicator 13 Jobs	Annual Units TBD
Local ID	Units Upon Completion TBD

Funding Sources:

CDBG	\$250,000
ESG	_____
HOME	_____
HOPWA	_____
Total Formula	_____
Prior Year Funds	_____
Assisted Housing	_____
PHA	_____
Other Funding	_____
Total	\$250,000

The primary purpose of the project is to help: the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs



City of Olympia

City Council

Approval of Scope of Work and Appropriation Ordinance for Community Park Site Suitability Assessment

Agenda Date: 7/8/2014
Agenda Item Number: 6.B
File Number: 14-0612

Type: ordinance **Version:** 3 **Status:** Other Business

Title

Approval of Scope of Work and Appropriation Ordinance for Community Park Site Suitability Assessment

Recommended Action

Finance Committee Recommendation

Recommend that Council approve an appropriation ordinance for \$60,000 for the preparation of a community park site suitability assessment for five potential community park properties, based on the scope of work attached.

City Manager Recommendation:

Move to approve on first reading and forward to second reading an appropriation ordinance in the amount of \$60,000 to prepare a community park suitability assessment for five potential community park properties, based on the scope of work attached.

Report

Issue:

Shall the City approve an appropriation ordinance in the amount of \$60,000 to prepare a community park site suitability assessment for five potential community park sites to help inform future decisions?

Staff Contact:

Paul Simmons, Director, Parks, Arts and Recreation Department, 360.753.8462

Presenter(s) and Others Present:

Paul Simmons, Parks, Arts & Recreation Director
David Hanna, Parks, Arts & Recreation Associate Director

Background and Analysis:

At the June 5, 2014 Parks, Arts and Recreation Advisory Committee (PRAC) meeting, The LBA Woods Park Coalition proposed that the City purchase the Bentrige and Trillium parcels for a future community park site. Following the presentation, PRAC recommended that the Finance Committee fast track a park feasibility study of the Bentrige parcel only.

At its June 11, 2014 Finance Committee meeting, City staff and the LBA Woods Park Coalition began a dialog about the feasibility of purchasing the Bentrige parcel for a future community park. The City has not yet conducted a thorough analysis of this parcel's suitability for a community park. Also, the City is aware of four other large parcels that may be suitable sites for a future community park, but has not conducted feasibility studies on those parcels either. The other potential sites are:

- Lindell/Lister Road Site (Northeast)
- Spooners on Yelm Highway (Southwest)
- Cooper Point Old Sundberg Gravel Pit (Westside)
- Trillium Subdivision Site (Southeast)

The scope of work for the study (attached) will include factors such as location, required public improvements, topography, land and development costs, critical areas and utility availability. These factors significantly influence a site's potential for a community park. The study will result in a prioritized list of sites for future consideration.

At its June 24, 2014 meeting, the Council Finance Committee recommended that Council approve an appropriation ordinance for \$60,000 for the preparation of a community park site suitability assessment for five potential community park properties, based on the scope of work attached.

Neighborhood/Community Interests (if known):

The LBA Woods Park Coalition is proposing that the City purchase both the Bentrige and the Trillium parcels for a City park.

Options:

1. Move to approve on first reading and forward to second reading an appropriation ordinance in the amount of \$60,000 to prepare a community park suitability assessment for five potential community park properties, based on the scope of work attached.

2. Move to direct staff to hire a consultant to perform a community park site suitability assessment, based upon the scope of work attached, of the Bentrige parcel only. Staff is also directed to prepare an appropriation ordinance in the amount of \$18,000 to pay for this study.

Financial Impact and Timeline:

Staff has estimated that a community park feasibility study of the five potential sites (Option 1) will cost approximately \$60,000 and require 90 days to complete once the consultant is under contract. Staff estimates that limiting the scope to Option 2 would amount to \$18,000 and require 60 days to complete once the consultant is under contract. Funds for this study would come from unallocated Community Park Impact Fees.

Ordinance No.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE 2014 BUDGET, AND APPROPRIATING \$60,000 TO THE COMMUNITY PARK FEASIBILITY ASSESSMENT PROJECT, FUNDING TO BE PROVIDED BY COMMUNITY PARK IMPACT FEES AND APPROPRIATING \$60,000 TO BE TRANSFERRED FROM THE COMMUNITY PARK IMPACT FEE ACCOUNT TO THE CAPITAL IMPROVEMENT FUND.

WHEREAS, there is a need for additional funding for the Community Park Feasibility Assessment project; and

WHEREAS, there are Community Park Impact Fees which have been collected which can be used for the Community Park Feasibility Assessment project.

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. That the following appropriations are hereby made:

CAPITAL IMPROVEMENT FUND

Resources:	Transfer in of Community Park Impact Fees	\$60,000
	TOTAL RESOURCES	\$60,000
Appropriations:	Community Park Feasibility Assessment project	\$60,000
	TOTAL APPROPRIATIONS	\$60,000
COMMUNITY PARK IMPACT FEE ACCOUNT		
Resources:	Fund balance	\$60,000
	TOTAL RESOURCES	\$60,000
Appropriations:	Transfer to Capital Improvement Fund	\$60,000
	TOTAL APPROPRIATIONS	\$60,000

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Nienaber DCA
CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

City of Olympia Community Park Site Suitability Assessment

Prepared for: June 24, 2014 Special Finance Committee Meeting

Scope of Work

The Community Park Site Suitability Study will assess the suitability of potential sites (40 acres +) within Olympia and its Urban Growth Area (UGA) for a new City community park. The study will be prepared by a consultant from the City's On-Call Consultant Roster. Olympia Parks, Arts & Recreation (OPARD) planning staff will provide the consultant with any information that the City has on any of the potential sites.

The site suitability assessment will:

- Identify the program requirements (provided by OPARD)
- Review title reports (ordered by OPARD)
- Estimate the site acquisition and park development costs for each site
- Develop a criteria-based site assessment rating system
- Assess each site against each of the rating criteria

The site rating criteria will be based upon:

- Parcel size, location, configuration & assessed value
- Zoning & use of adjacent properties
- Topography & soil type
- Vegetation cover and type
- Critical area constraints
- Utility availability
- Planning-level site development costs for:
 - Street frontage improvements
 - Utility extensions – water, sewer, storm, electricity, gas
 - Park facilities
- Fulfillment of OPARD program requirements
- Constraints identified in title reports
- Site availability

The deliverable consists of:

- A written report containing a brief analysis of each of the rating criteria, presenting Findings and identifying challenges and opportunities
- A conceptual site “bubble-plan” overlaid on an aerial photo for each site
- A rating chart for each site, using the site rating criteria
- A prioritized site ranking of all sites
- A Maintenance Management Plan (MMP) on the highest-ranked site
- An Executive Summary that outlines the pros and cons of each site and identifies a preferred alternative.



Potential Community Park Sites

