



City of Olympia

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8447

Meeting Agenda City Council

Tuesday, June 10, 2014

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

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 [14-0567](#) Approval of May 27, 2014 City Council Meeting Minutes

Attachments: [Minutes](#)

4.B [14-0575](#) Bills and Payroll Certification

Attachments: [Bills and Payroll Certs](#)

4.C [14-0396](#) Approval of Interlocal Agreement with Snohomish County for Natural Yard Care Public Outreach and Evaluation Program

Attachments: [Interlocal Agreement](#)

4.D [14-0488](#) Approval of Resolution Authorizing Participation in the Local Government Investment Pool

Attachments: [Resolution](#)
[LGIP Transaction Authorization Form](#)

[LGIP Prospectus](#)

- 4.E [14-0525](#) Approval of Stephens Quiet Title Action Regarding an Unopened Street (2103 Beacon Street)
Attachments: [Stephens Stipulated Judgment](#)
[Stephens Complaint](#)
[MRSC article re street vacations](#)
[Vicinity map](#)
[Site map](#)
- 4.F [14-0536](#) Approval of a Transportation Improvement Board Grant Agreement for the Boulevard Road and Morse-Merryman Roundabout Project
Attachments: [TIB Grant Agreement](#)
[TIB Project Funding Status Form](#)
- 4.G [14-0561](#) Approval of Community Forestry Assistance Grant Interagency Agreement with the Washington State Department of Natural Resources
Attachments: [Interagency Agreement](#)
[Urban Forest Strategic Plan Presentation from April 24 2014 LUEC Meeting](#)

4. SECOND READINGS - None**4. FIRST READINGS**

- 4.H [14-0546](#) Approval of Amendment to Ordinance 6903 (Operating Budget)
Attachments: [Amendment to Ordinance 6903](#)
- 4.I [14-0547](#) Approval of Amendment to Ordinance 6905 (Capital Budget)
Attachments: [Amendment to Ordinance 6905](#)
- 4.J [14-0549](#) Approval of Amendment to Ordinance 6904 (Special Funds)
Attachments: [Amendment to Ordinance 6904](#)
- 4.K [14-0565](#) Approval of Appropriation Ordinance in the Amount of \$50,000 for Artesian Commons Park Construction Project
Attachments: [1. Ordinance](#)

5. PUBLIC HEARING

- 5.A [14-0566](#) Public Hearing on the Community Development Block Grant (CDBG) - Program Year (PY) 2014 Action Plan
Attachments: [CDBG Program Year 2014 Timeline](#)
[CDBG Economic Development Activities - 06.10.14](#)
[Hyperlink to Draft Action Plan](#)

6. OTHER BUSINESS

- 6.A** [14-0537](#) Approval of Consultant Agreement with Parametrix Regarding West Olympia Interchange Justification Report

Attachments: [Professional Services Agreement](#)
 [Vicinity Map](#)

- 6.B** [14-0559](#) Approval of Recommendation to Expand the Community Renewal Area Scope of Work with ECONorthwest; Direction to Staff to Decline a \$200,000 Recreation and Conservation Office (RCO) Grant; and Guidance on Next Steps in the Community Renewal Area Process.

Attachments: [Additional Scope of Work](#)
 [Isthmus Funding Matrix](#)
 [Design Scenarios Presentation](#)

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

Meeting Minutes - Draft City Council

Information: 360.753.8447

Tuesday, May 27, 2014

7:00 PM

Council Chambers

1. ROLL CALL

Present: 5 - Mayor Stephen H. Buxbaum, Mayor Pro Tem Nathaniel Jones, Councilmember Jim Cooper, Councilmember Julie Hankins and Councilmember Jeannine Roe

Excused: 2 - Councilmember Steve Langer and Councilmember Cheryl Selby

1.A ANNOUNCEMENTS - None

1.B APPROVAL OF AGENDA

Councilmember Hankins moved, seconded by Mayor Pro Tem Jones, to approve the agenda. The motion carried by the following vote:

Aye: 5 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins and Councilmember Roe

Excused: 2 - Councilmember Langer and Councilmember Selby

2. SPECIAL RECOGNITION

2.A 14-0491 Proclamation for National Historic Preservation Month and Presentation of Preservation Awards

Councilmember Roe read the proclamation and Heritage Commission Chair Holly Davies accepted it. Ms. Davies announced Mr. Ira Coyne is the recipient of the Preservation Award and highlighted some of his sign work throughout the City. Mr. Coyne accepted a framed picture and Councilmembers thanked him for his work.

The recognition was received.

2.B 14-0429 Presentation of Washington State Department of Health Ongoing Excellence Award

Director of the Office of Drinking Water for the State Department of Health Clark Halvorson honored City employee Steve Coke as the winner of the Ongoing Excellence Award. Mr. Coke accepted the award and thanked the many people he has worked with over the years.

The recognition was received.

2.C 14-0430 Recognition of National Public Works Week

Public Works Director Rich Hoey introduced this item and said this year's motto is *Building for Today, Planning for Tomorrow*. He shared six awards received by Public Works.

- Top 100 Best Fleets in North America - Olympia was ranked No. 30 nationwide, No. 2 in Washington
- Excellence in Communication Award by American Waterworks Association - 2014
- Excellence in Engineering by the American Waterworks Association
- Innovation Award from "Feet First" Walkable Washington Program
- Attraction of the Year Award - from the Olympia, Lacey Tumwater Visitor and Convention Bureau (VCB) for The Washington Center Renovation
- 2014 Public Agency Recycler of the Year by the Washington State Recycling Association

The recognition was received.

3. PUBLIC COMMUNICATION

Mr. Ron Nesbitt spoke about his past employment with the City and the black community.

Mr. Terrence Zander noted there will be a community forum on policing in Olympia on June 24 from 6:00 - 8:00 p.m. at Traditions Cafe.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

There were no comments.

4. CONSENT CALENDAR**4.A 14-0526 Approval of May 20, 2014 City Council Meeting Minutes**

The minutes were adopted.

4.B 14-0420 Approval of Property Right Acquisitions as Part of the West Bay Sidewalk Project

The contract was adopted.

4.C 14-0518 Confirmation of an Application for a \$15,560 Department of Justice Grant for purchase of Mobile Computer Terminals (MCTs)

The decision was adopted.

Approval of the Consent Agenda

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

Aye: 5 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins and Councilmember Roe

Excused: 2 - Councilmember Langer and Councilmember Selby

4. SECOND READINGS - None

4. FIRST READINGS - None

5. PUBLIC HEARING - None

6. OTHER BUSINESS

6.A 14-0475 Approval of a Resolution Adopting the Thurston County 2014 Hazardous Waste Plan Update and Designating Thurston County as the Agent to Administer the Plan in the City of Olympia

Thurston County Solid and Hazardous Waste Supervisor Gerald Tousley presented the 2014 Hazardous Waste Plan. He reviewed highlights of the plan through a slide presentation.

Councilmember Cooper moved, seconded by Mayor Pro Tem Jones, to approve a resolution adopting the Thurston County 2014 Hazardous Waste Plan update and designating Thurston County as the agent to administer the plan in the City of Olympia. The motion carried by the following vote:

Aye: 5 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins and Councilmember Roe

Excused: 2 - Councilmember Langer and Councilmember Selby

6.B 14-0498 Approval of 2014 Neighborhood Matching Grants

Community Planning & Development Associate Planner Michelle Sadlier reviewed the eight proposals received.

Council asked if the Olympia Downtown Association (ODA) is an eligible neighborhood association. City Manager Steve Hall said it is. Councilmembers expressed interest in seeing a proposed design and an idea of how the project would integrate with the planned overlay of the alley.

After discussion, Council agreed to defer a decision on the Jefferson Street Alley enhancement submitted by ODA. Councilmember Cooper suggested this be referred to the Arts Commission for review and possibly be allowed in this round of neighborhood association matching grants. Councilmembers agreed.

Councilmember Hankins moved, seconded by Councilmember Roe, to approve Neighborhood Matching Grant amounts as follows:

Bigelow Neighborhood Association: \$4,000.00
Bigelow Highlands Neighborhood Association: \$4,000.00
Cooper Crest Neighborhood Association: \$2,000.00
Hidden Creek Neighborhood Association: \$3,276.08
Northeast Neighborhood Association: \$3,660.00
TOTAL: \$16,936.08

The motion carried by the following vote:

Aye: 5 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins and Councilmember Roe

Excused: 2 - Councilmember Langer and Councilmember Selby

7. CONTINUED PUBLIC COMMUNICATION - None

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmember Roe reported she attended the National Missing Children's Day event in Tumwater and the Veteran's Tossing of the Wreath event on Sunday. There was a discussion about the resource allocations which will take place at the June 9 HOME Consortium meeting. It was noted the allocations are a recommendation to Thurston County Commissioners, who will ultimately make the decision.

Mayor Pro Tem Jones reported on highlights of the Intercity Transit Authority Board meeting. He reported the State is looking at the health and productivity of State employees and their access to healthy food in State facilities. He asked for a referral to the General Government Committee to look at this work and see how it could apply to the City. Council agreed.

Councilmember Cooper reported he attended the Memorial Day celebration at the Capital Rotunda. He asked to refer neonicotinoids - the pesticide that causes bee colonies to collapse - to the Land Use and Environment Committee or to staff for review. Mayor Buxbaum said this is not in the City's purview and the County has the regulatory authority. City Manager Steve Hall said the City does not use this pesticide. Councilmember Cooper suggested Mr. Gerald Tousley to research this to find out what options are available to ban the use within cities or counties. Mr. Hall said he will check with the County as to where they are in the process and staff could draft a letter opposing the use of this pesticide.

Mayor Buxbaum stated next week's meeting is a Study Session with no public comment.

8.B CITY MANAGER'S REPORT AND REFERRALS

Mr. Hall had no report.

9. ADJOURNMENT

Meeting adjourned at 8:56 p.m.

CITY OF OLYMPIA
EXPENDITURE SUMMARY

"I THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN, THAT ANY ADVANCE PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILABLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF A CONTRACTUAL OBLIGATION, AND THAT THE CLAIMS ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF OLYMPIA, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIMS", AND,

"I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT CLAIMS FOR EMPLOYEE AND OFFICER EXPENSES ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF OLYMPIA, AND THAT I AM AUTHORIZED TO CERTIFY SAID CLAIMS".

FOR PERIOD 4/20/2014 THROUGH 4/26/2014
 FOR A/P CHECK NUMBERS 346340 THROUGH 346745
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

May 1, 2014

ADMINISTRATIVE SERVICES DIRECTOR

Janet Layland Kerkemo

TOTAL APPROVED FOR PAYMENT

FUND		
\$136,012.34	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$11,964.34	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$539.84	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$775.40	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$157.99	134	PARKS AND REC SIDEWALK UT TAX
\$0.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$164,897.46	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$212.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$15,807.83	401	WATER
\$20,943.11	402	SEWER
\$285,991.28	403	SOLID WASTE
\$3,440.79	404	STORM AND SURFACE WATER
\$448.25	434	STORM AND SURFACE WATER CIP
\$28,875.49	461	WATER CIP FUND
\$16,580.69	462	SEWER CIP FUND
\$65,362.75	501	EQUIPMENT RENTAL
\$30,177.80	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$2,261.82	504	INS TRUST FUND
\$0.00	505	WORKERS COMPENSATION
\$377.70	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$614.75	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS

\$785,441.63 GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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FOR PERIOD 4/27/2014 THROUGH 5/3/2014
 FOR A/P CHECK NUMBERS 346746 THROUGH 346886
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED May 7, 2014

ADMINISTRATIVE SERVICES DIRECTOR
Jane Raghu Kikemo

TOTAL APPROVED FOR PAYMENT
FUND

\$571,298.11	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$15,739.56	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$18,538.90	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$0.00	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$782.16	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$7,012.52	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$78.99	134	PARKS AND REC SIDEWALK UT TAX
-\$140.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$4,152.43	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$15,431.62	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$7,412.33	401	WATER
\$6,839.77	402	SEWER
\$26,233.19	403	SOLID WASTE
\$17,364.99	404	STORM AND SURFACE WATER
\$0.00	434	STORM AND SURFACE WATER CIP
\$0.00	461	WATER CIP FUND
\$0.00	462	SEWER CIP FUND
\$638.57	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$6.71	504	INS TRUST FUND
\$281.76	505	WORKERS COMPENSATION
\$3,346.70	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS

\$695,018.31 GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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FOR PERIOD 5/4/2014 THROUGH 5/10/2014
 FOR A/P CHECK NUMBERS 346887 THROUGH 347191
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

May 13, 2014

ADMINISTRATIVE SERVICES DIRECTOR

Jane Kukemo

TOTAL APPROVED FOR PAYMENT
FUND

\$433,827.65	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$39,508.21	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$14.46	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$1,005.80	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$8,333.33	132	LOGGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$8,155.16	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$87,947.52	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
-\$1.05	324	FIRE STATION 4 CONSTRUCT
\$346.22	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$62,330.49	401	WATER
\$927,521.87	402	SEWER
\$5,506.21	403	SOLID WASTE
\$11,168.09	404	STORM AND SURFACE WATER
\$7,762.68	434	STORM AND SURFACE WATER CIP
\$40,013.08	461	WATER CIP FUND
\$1,291.28	462	SEWER CIP FUND
\$54,688.08	501	EQUIPMENT RENTAL
\$24,551.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$420.00	505	WORKERS COMPENSATION
\$383.30	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$92,131.85	720	SCHOOLS

\$1,806,905.23 GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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FOR PERIOD	<u>5/11/2014</u>	THROUGH	<u>5/17/2014</u>
FOR A/P CHECK NUMBERS	<u>347192</u>	THROUGH	<u>347420</u>
FOR ELECTRONIC PAYMENTS	<u>4/1/2014</u>	THROUGH	<u>4/30/2014</u>

INCLUSIVE IN THE AMOUNT TOTALING

DATED

5-20-2014

Acting

ADMINISTRATIVE SERVICES DIRECTOR

Cecilia Wang

TOTAL APPROVED FOR PAYMENT
FUND

\$1,450,098.45	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$1,255.26	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$0.00	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$3,260.00	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$3,000.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$3,500.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$27,979.47	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$2,499.55	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$54,586.17	401	WATER
\$25,363.08	402	SEWER
\$56,943.05	403	SOLID WASTE
\$8,758.70	404	STORM AND SURFACE WATER
\$10,503.03	434	STORM AND SURFACE WATER CIP
\$831,669.82	461	WATER CIP FUND
\$22,618.03	462	SEWER CIP FUND
\$0.00	501	EQUIPMENT RENTAL
\$41,746.20	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$2,039.00	504	INS TRUST FUND
\$70,493.35	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$554.88	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS
<hr/>		
\$2,616,868.04	GRAND TOTAL FOR WEEK	

CITY OF OLYMPIA
EXPENDITURE SUMMARY

"I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN, THAT ANY ADVANCE PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILABLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF A CONTRACTUAL OBLIGATION, AND THAT THE CLAIMS ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF OLYMPIA, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIMS", AND,

"I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT CLAIMS FOR EMPLOYEE AND OFFICER EXPENSES ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF OLYMPIA, AND THAT I AM AUTHORIZED TO CERTIFY SAID CLAIMS".

FOR PERIOD 5/18/2014 THROUGH 5/24/2014
 FOR A/P CHECK NUMBERS 347421 THROUGH 347670
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

May 27, 2014

ADMINISTRATIVE SERVICES DIRECTOR

Jane Ragland Kikemo

TOTAL APPROVED FOR PAYMENT

FUND		
\$198,084.04	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
-\$9.30	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$661.18	025	WASHINGTON CENTER
\$18.47	026	MUNICIPAL ARTS FUND
\$108.88	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$102.24	134	PARKS AND REC SIDEWALK UT TAX
\$75.40	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$14,345.73	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$56,022.30	401	WATER
\$14,355.07	402	SEWER
\$288,702.32	403	SOLID WASTE
\$6,757.59	404	STORM AND SURFACE WATER
\$21,485.00	434	STORM AND SURFACE WATER CIP
\$4,088.80	461	WATER CIP FUND
\$29,751.89	462	SEWER CIP FUND
\$14,498.58	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$30.84	504	INS TRUST FUND
\$47.46	505	WORKERS COMPENSATION
\$466.19	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS
<hr/>		
\$649,592.68		GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

"I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN, THAT ANY ADVANCE PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILABLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF A CONTRACTUAL OBLIGATION, AND THAT THE CLAIMS ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF OLYMPIA, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIMS", AND,

"I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT CLAIMS FOR EMPLOYEE AND OFFICER EXPENSES ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF OLYMPIA, AND THAT I AM AUTHORIZED TO CERTIFY SAID CLAIMS".

FOR PERIOD 5/25/2014 THROUGH 5/31/2014
 FOR A/P CHECK NUMBERS 347671 THROUGH 3447868
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

June 2, 2014

ADMINISTRATIVE SERVICES DIRECTOR

Jane Kukemo

TOTAL APPROVED FOR PAYMENT

FUND		
\$154,958.75	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$6,971.91	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$0.00	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$0.00	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$9,534.66	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$1,230.93	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$20.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$19,459.40	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$3,354.13	401	WATER
\$6,445.23	402	SEWER
\$6,132.62	403	SOLID WASTE
\$971.99	404	STORM AND SURFACE WATER
\$0.00	434	STORM AND SURFACE WATER CIP
\$30,276.80	461	WATER CIP FUND
\$11,223.84	462	SEWER CIP FUND
\$1,751.39	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$0.00	505	WORKERS COMPENSATION
\$383.30	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS
\$252,714.95		GRAND TOTAL FOR WEEK

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **4/30/2014** have been examined and are approved as recommended for payment.

Employees Gross Pay: **\$ 1,763,457.12**

Employer Share of Benefits: **\$ 626,767.62**

**Employer Share of LEOFF I
Police Post-Retirement Benefits:** **\$ 44,775.20**

**Employer Share of LEOFF I
Fire Post-Retirement Benefits:** **\$ 36,943.52**

TOTAL **\$ 2,471,943.46**

Paid by:

Payroll Check Numbers	<input type="text"/>	<input type="text"/>	Manual Checks
And	<input type="text" value="86985"/>	<input type="text" value="86990"/>	Fire Pension Checks
And	<input type="text" value="86991"/>	<input type="text" value="87026"/>	Semi Payroll Checks

and Direct Deposit transmission.

5/5/14
DATE

Jane Rayland Kitemo
ADMINISTRATIVE SERVICES DIRECTOR

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **5/15/2014** have been examined and are approved as recommended for payment.

Employees Gross Pay: \$ 1,757,087.76

Employer Share of Benefits: \$ 635,945.84

**Employer Share of LEOFF I
Police Post-Retirement Benefits:**

**Employer Share of LEOFF I
Fire Post-Retirement Benefits:**

TOTAL **\$ 2,393,033.60**

Paid by:

Payroll Check Numbers	86991	87028	Manual Checks
And			Fire Pension Checks
And	87029	87050	Semi Payroll Checks

and Direct Deposit transmission.

May 23, 2014
DATE

Jane Kirkemo 5/23/14
ADMINISTRATIVE SERVICES DIRECTOR

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **5/31/2014** have been examined and are approved as recommended for payment.

Employees Gross Pay: **\$ 1,208,443.36**

Employer Share of Benefits: **\$ 639,725.27**

**Employer Share of LEOFF I
Police Post-Retirement Benefits:** **\$ 44,775.20**

**Employer Share of LEOFF I
Fire Post-Retirement Benefits:** **\$ 36,943.52**

TOTAL **\$ 1,929,887.35**

Paid by:

Payroll Check Numbers	<u>87051</u>	<u>87062</u>	Manual Checks
And	<u>87053</u>	<u>87058</u>	Fire Pension Checks
And	<u>87063</u>	<u>870100</u>	Semi Payroll Checks

and Direct Deposit transmission.

May 31, 2014
DATE


ADMINISTRATIVE SERVICES DIRECTOR

City of Olympia

City Council

City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8447

Approval of Interlocal Agreement with Snohomish County for Natural Yard Care Public Outreach and Evaluation Program

Agenda Date: 6/10/2014

Agenda Number: 4.C

File Number: 14-0396

File Type: contract

Version: 1

Status: Passed

..Title

Approval of Interlocal Agreement with Snohomish County for Natural Yard Care Public Outreach and Evaluation Program

..Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve and authorize the Mayor to sign the Interlocal Agreement for the Natural Yard Care Public Outreach and Evaluation Program.

..Report

Issue:

Whether to enter into an Interlocal Agreement that allows staff to work with Snohomish County and associated cities, Thurston County, and the City of Tumwater on a regional non-point pollution reduction program.

Staff Contact:

Patricia Pyle, Senior Program Specialist, Public Work Water Resources, 360.570.5841
Andy Haub, P.E., Public Works Water Resources, 360.570.3795

Presenter(s):

None - Consent Item

Background and Analysis:

Snohomish County was awarded a multijurisdictional Department of Ecology Grant of Regional or Statewide Significance (GROSS) for Natural Lawn Care Public Outreach and Evaluation. The purpose of this grant is to identify effective Natural Yard Care outreach and education program strategies that bring about the greatest behavioral change among "do-it-yourself" residents.

Two different approaches will be implemented and evaluated: 1) Snohomish County partners will provide a series of lawn care workshops for their residents, and 2) Olympia, Tumwater and Thurston Co. will provide a hands-on lawn care "coaching" program for participants, including soil testing and how-to demonstrations.

The City of Olympia is currently implementing the first year of the natural lawn care program funded through a recently awarded National Estuary Program (NEP) grant. The evaluation of this program will be done through the Interlocal Agreement with

Agenda Date: 6/10/2014

Agenda Number: 4.C

File Number: 14-0396

Snohomish County.

Snohomish County hired a consulting firm to develop and implement an evaluation plan. The plan will identify behaviors to evaluate, sampling strategies, analysis, and recommendations. A final report will be available in February 2016.

Neighborhood/Community Interests (if known):

Over the past several years, lawn care education and technical assistance has been well supported by neighborhoods and individuals.

Options:

Approve or decline the request to participate in the Interlocal Agreement .

Financial Impact:

As part of the Interlocal Agreement the City of Olympia is receiving \$3,200 from the GROSS grant to produce natural lawn care “how-to” videos.

The agreement also outlines that the City will fund the post-evaluation costs up to \$42,000. The National Estuary Program (NEP) grant will cover \$40,000 of this expense and the Storm and Surface Water Utility Operating budget will cover the remaining \$2,000.

Attachment(s):

- 1 - Snohomish ILA Natural Yard Care

INTERLOCAL AGREEMENT FOR NATURAL YARD CARE PUBLIC OUTREACH AND EVALUATION PROGRAM

This INTERLOCAL AGREEMENT FOR NATURAL YARD CARE PUBLIC OUTREACH AND EVALUATION PROGRAM (this "Agreement") is made and entered into as of this _____ day of _____, 2014, by and among **SNOHOMISH COUNTY**, a political subdivision of the State of Washington ("Snohomish County"), the **CITY OF ARLINGTON**, a Washington municipal corporation ("Arlington"), the **CITY OF MARYSVILLE**, a Washington municipal corporation ("Marysville"), the **CITY OF GRANITE FALLS**, a Washington municipal corporation ("Granite Falls"), the **CITY OF MOUNTLAKE TERRACE**, a Washington municipal corporation ("Mountlake Terrace"), the **CITY OF EVERETT**, a Washington municipal corporation ("Everett"), the **CITY OF MILL CREEK**, a Washington municipal corporation ("Mill Creek"), the **CITY OF BOTHELL**, a Washington municipal corporation ("Bothell"), the **CITY OF MONROE**, a Washington municipal corporation ("Monroe"), the **CITY OF SNOHOMISH**, a Washington municipal corporation ("Snohomish"), the **CITY OF MUKILTEO**, a Washington municipal corporation ("Mukilteo"), the **CITY OF EDMONDS**, a Washington municipal corporation ("Edmonds"), the **CITY OF LYNNWOOD**, a Washington municipal corporation ("Lynnwood"), the **CITY OF BRIER**, a Washington municipal corporation ("Brier"), the **CITY OF OLYMPIA**, a Washington municipal corporation ("Olympia"), the **CITY OF TUMWATER**, a Washington municipal corporation ("Tumwater"), and **THURSTON COUNTY**, a political subdivision of the State of Washington ("Thurston County," and, together with Arlington, Marysville, Granite Falls, Mountlake Terrace, Everett, Mill Creek, Bothell, Monroe, Snohomish, Mukilteo, Edmonds, Lynnwood, Brier, Olympia and Tumwater, the "Participating Entities").

RECITALS

A. Snohomish County is a Permittee under the Phase I Municipal Stormwater Permit (the "Phase I Permit") issued by the Washington State Department of Ecology ("Ecology") pursuant to the National Pollutant Discharge Elimination System ("NPDES") permitting program established under the federal Clean Water Act, 33 U.S.C. § 1251 et seq. (the "CWA"), and Washington's Water Pollution Control Law, chapter 90.48 RCW (the "WPCL").

B. Each of the Participating Entities is a Permittee under the Phase II Western Washington Municipal Stormwater Permit (the "Phase II Permit") issued by Ecology pursuant to the NPDES permitting program established under the CWA and the WPCL.

C. In this Agreement, the Phase I Permit and the Phase II Permit are together referred to as the "NPDES Permits."

D. Among other things, the NPDES Permits require Snohomish County and the Participating Entities to engage in public outreach and educational activities related to water pollution prevention strategies and practices.

E. Snohomish County and Ecology have entered into that certain “2013-15 Biennial Municipal Stormwater Grants of Regional or Statewide Significance Funding Agreement Between the State of Washington Department of Ecology and Snohomish County”, having an effective date of October 31, 2013, and an Ecology Grant Number of G1400481 (the “Grant Document”). A true and correct copy of the Grant Document is attached to this Agreement as Exhibit A.

F. Pursuant to the Grant Document, Ecology will provide Snohomish County with grant funds in the amount of Two Hundred Fifty-Six Thousand Three-Hundred and No/100 Dollars (\$256,300.00) (the “Grant Funds”) to enable Snohomish County and the Participating Entities to implement certain public outreach and educational programs regarding natural yard care best management practices, as more fully described in the Grant Document (the “Natural Yard Care Public Outreach and Evaluation Program”).

G. The objectives of the Natural Yard Care Public Outreach and Evaluation Program are (i) to improve water quality within the region by educating the public regarding best management practices for residential yard care (the “Educational Programs”), and (ii) to measure the understanding and adoption of the targeted behaviors and evaluate the effectiveness of the parties’ respective Educational Programs in achieving desired behavior changes (the “Effectiveness Assessment”).

H. As more fully described in the Grant Document and in Section 4 of this Agreement, Snohomish County and one group of the Participating Entities shall implement one style of Educational Program (the “Classroom Lecture Educational Program” described in Task 3 of the Grant Document), while a different group of the Participating Entities shall implement a different style of Educational Program (the “Backyard Demonstration Educational Program” described in Task 4 of the Grant Document).

I. As described in Task 2 of the Grant Document, Snohomish County shall engage an evaluation consultant to perform an Effectiveness Assessment comparing the efficacy of the two different styles of Educational Program. The parties anticipate that the Effectiveness Assessment will involve four distinct phases, as more fully described in Section 5 below. Phase 1 and Phase 2 of the Effectiveness Assessment will be performed prior to, during and/or immediately at the conclusion of the Educational Programs. Phase 3 and Phase 4 of the Effectiveness Assessment will be performed approximately six (6) to eight (8) months after the Educational Programs have concluded. Upon completion of the Effectiveness Assessment, the data and final report shall be provided to all parties.

J. The Grant Funds shall be used to design and implement the Educational Programs, as well as to fund Phase 1 and Phase 2 of the Effectiveness Assessment. While no matching funds are required by the Grant Document, Snohomish County and the Participating Entities are required by the Grant Document to fund 100% of Phase 3 and Phase 4 of the Effectiveness Assessment (the “Post-Grant Contributions”). Phase 3 and Phase 4 of the Effectiveness Assessment shall be paid for by Snohomish County and the Participating Entities, according to their respective shares of said cost, as more fully described in Section 5.3 below.

K. Olympia is participating in this Agreement under different financial terms than are the other Participating Entities. While Olympia will use monies from the Grant Funds to fund a specific portion of its Educational Program, Olympia will fund the majority of its Educational Program as well as its Post-Grant Contribution with grant funds Olympia has obtained separately from Ecology pursuant to the National Estuary Program, Grant Agreement Number G1400448, having an effective date of December 16, 2013 (the "NEP Grant").

L. Snohomish County and the Participating Entities now desire to enter into this Agreement to implement and achieve the objectives of the Natural Yard Care Public Outreach and Evaluation Program, and thereby fulfill a part of their respective obligations under the NPDES Permits, all as more fully described by, and pursuant to the terms and conditions contained in, this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Snohomish County and the Participating Entities agree as follows:

1. REQUIREMENTS OF INTERLOCAL COOPERATION ACT

1.1 Purpose of Agreement

This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, which allows local governments to cooperate with one another to make more efficient and effective use of their resources. The purpose and intent of this Agreement is for the parties to use the Grant Funds, Olympia's NEP Grant funds, and the Post-Grant Contributions to implement and achieve the objectives of the Natural Yard Care Public Outreach and Evaluation Program, and thereby fulfill a part of their respective obligations under the NPDES Permits. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by any party in connection with the performance of this Agreement will remain the sole property of such party, and none of the other parties shall have any interest therein.

1.2 Administrators

Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

Snohomish County's Initial Administrator:

ATTN: Suzi Wong Swint
Snohomish County
Department of Public Works
Surface Water Management Div.
3000 Rockefeller Avenue M/S 607
Everett, Washington 98201
Telephone: (425) 388-6476
Email: swswint@snoco.org

Arlington's Initial Administrator:

ATTN: Bill Blake
City of Arlington
238 N Olympic Ave
Arlington, WA 98223

Telephone: (360) 403-3440
Email: bblake@arlingtonwa.gov

Marysville's Initial Administrator:

ATTN: Kari Chennault
City of Marysville
80 Columbia Avenue
Marysville, WA 98270

Telephone: (360) 363-8277
Email: kchennault@marysvillewa.gov

Granite Falls's Initial Administrator:

ATTN: Brent Kirk
City of Granite Falls
206 S Granite Avenue
PO Box 1440
Granite Falls, WA 98252
Telephone: (360) 691-6441
Email: brent.kirk@ci.granite-falls.wa.us

Mountlake Terrace's Initial Administrator:

ATTN: Mike Shaw
City of Mountlake Terrace
6100 219th Street SW, Suite 200
Mountlake Terrace, WA 98043
Telephone: (425) 670-8264
Email: mshaw@ci.mlt.wa.us

Everett's Initial Administrator:

ATTN: Apryl Hynes
City of Everett
3200 Cedar St
Everett, WA 98201
Telephone: (425) 257-8992
Email: ahynes@ci.everett.wa.us

Mill Creek's Initial Administrator:

ATTN: Marci Chew
City of Mill Creek
15728 Main Street
Mill Creek, WA 98012
Telephone: (425) 921-5709
Email: marci@cityofmillcreek.com

Bothell's Initial Administrator:

ATTN: Janet Geer
City of Bothell
9654 NE 182nd St
Bothell, WA 98011
Telephone: (425) 486-3256 x 4416
Email: janet.geer@ci.bothell.wa.us

Monroe's Initial Administrator:

ATTN: Vince Bertrand
City of Monroe
806 W Main St
Monroe, WA 98272
Telephone: (360) 863-4552
Email: vbertrand@monroewa.gov

Snohomish's Initial Administrator:

ATTN: Max Selin
City of Snohomish
116 Union Avenue
Snohomish, WA 98290
Telephone: (360) 568-3115 x 196
Email: selin@ci.snohomish.wa.us

Mukilteo's Initial Administrator:

ATTN: Challis Stringer
City of Mukilteo
11930 Cyrus Way
Mukilteo, WA 98275
Telephone: (425) 263-8081
Email: challis.stringer@ci.mukilteo.wa.us

Edmonds's Initial Administrator:

ATTN: Mike Cawrse
City of Edmonds
121 5th Ave N
Edmonds, WA 98020
Telephone: (425) 771-0220 x1322
Email: michael.cawrse@edmondswa.gov

Lynnwood's Initial Administrator:

ATTN: Leah Grassl
City of Lynnwood
19100 44th Ave W
PO Box 5008
Lynnwood, WA 98046
Telephone: (425) 670-5217
Email: lgrassl@ci.lynnwood.wa.us

Brier's Initial Administrator:

ATTN: Nicole Gaudette
City of Brier
2901 228th St SW
Brier, WA 98036
Telephone: (425) 775-5440
Email: ngaudette@ci.brier.wa.us

Olympia's Initial Administrator:

ATTN: Patricia Pyle
City of Olympia
924 7th Ave SE, Suite A
PO Box 1967
Telephone: (360) 570-5841
Email: ppyle@ci.olympia.wa.us

Tumwater's Initial Administrator:

ATTN: Debbie Smith
City of Tumwater
555 Israel Rd SW
Tumwater, WA 98501
Telephone: (360) 754-4140
Email: dmsmith@ci.tumwater.wa.us

Thurston County's Initial Administrator:

ATTN: Chris Maun
Thurston County
929 Lakeridge Dr SW
Bldg. 4 – Rm. 1
Olympia, WA 98502
Telephone: (360) 754-3355 x 6377
Email: maunc@co.thurston.wa.us

Any party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other parties.

1.3 Condition Precedent to Effectiveness

As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has been (i) duly executed by Snohomish County and those Participating Entities that elect to participate in this Agreement pursuant to Section 11 below, and (ii) either filed with the Snohomish County Auditor or posted on Snohomish County's Interlocal Agreements website.

2. TERM

The parties intend that this Agreement shall have retroactive effect. The term of this Agreement (the "Term"), shall be deemed to have commenced on January 1, 2014 (the "Commencement Date"), and shall continue through February 29, 2016 (the "Expiration Date"). Notwithstanding anything to the contrary contained elsewhere in this Agreement, however, each party's obligations after December 31, 2014, are contingent upon local legislative appropriation of the necessary funds for this specific purpose in accordance with each respective entity's charter, codes, and applicable law.

3. COORDINATION OBLIGATIONS OF SNOHOMISH COUNTY

As required by Task 1 of the Grant Document, Snohomish County shall administer, manage and coordinate all aspects of the Natural Yard Care Public Outreach and Evaluation Program, including but not limited to performing the following types of activities: (i) maintaining financial records for the Natural Yard Care Public Outreach and Evaluation Program; (ii) submitting reimbursement requests to Ecology; (iii) submitting progress reports to Ecology; (iv) distributing to the Participating Entities their respective shares of reimbursement funds received from Ecology pursuant to the Grant Document; (v) using good-faith efforts to establish and maintain open lines of communication with the Participating Entities regarding the implementation of the Natural Yard Care Public Outreach and Evaluation Program; and (vi) performing such other project management activities as may be reasonably necessary or convenient to facilitate the success of the Natural Yard Care Public Outreach and Evaluation Program and further the goals of the Grant Document.

4. EDUCATIONAL PROGRAMS

4.1 General Provisions

Substantially in accordance with Tasks 3 and 4 of the Grant Document, Snohomish County and the Participating Entities shall develop and implement their respective Educational Programs, as described more fully in Sections 4.2 and 4.3 below. The parties may, but need not, elect to collaborate and/or coordinate regarding various elements of their respective Educational Programs. In order to be eligible for receipt of Grant Funds under this Agreement, the Educational Programs shall, at a minimum, involve the work described in Tasks 3 and 4 of the Grant Document, as applicable. As a part of the Educational Programs, Olympia intends to create certain instructional videos that demonstrate the yard care BMPs at issue (the “Instructional Videos”). Olympia shall make the Instructional Videos available for use by all of the parties to this Agreement. The parties intend that the Instructional Videos will be posted online where members of the public shall have free access to same. Olympia shall be reimbursed from the Grant Funds for all eligible costs and expenses in connection with creating the Instructional Videos, up to a maximum amount of Three Thousand Two Hundred and No/100 Dollars (\$3,200.00). Reimbursement from the Grant Funds shall be handled pursuant to the procedures described in Section 4.4 below.

4.2 Task 3 - Classroom Lecture Educational Program

Snohomish County, Arlington, Marysville, Granite Falls, Everett, Mill Creek, Bothell, Monroe, Snohomish, Mukilteo, Edmonds, Lynnwood, Brier and Mountlake Terrace (together, the “Classroom Lecture Entities”) shall develop and implement as their Educational Programs the Classroom Lecture Educational Program described as Task 3 of the Grant Document. The Classroom Lecture Entities shall collectively invite approximately fifty-one thousand four hundred thirty (51,430) total households to participate in the Classroom Lecture Educational Program. The distribution of the invitations among the Classroom Lecture Entities shall be as described on Exhibit B to this Agreement. However, if any one or more of the Classroom Lecture Entities listed on Exhibit B elects not to participate in this Agreement pursuant to Section 11 below, then the number of household invitations allocated to that jurisdiction by Exhibit B shall instead be allocated to unincorporated Snohomish County.

While each of the Classroom Lecture Entities shall invite households from within its respective jurisdictional boundaries to participate in the Classroom Lecture Educational Program, the Classroom Lecture Entities intend for Snohomish County to perform the principal work of designing and implementing the Classroom Lecture Educational Program. Snohomish County shall be responsible for designing the curriculum, creating educational materials, renting space, and incurring any and all other external costs and expenses associated with developing and presenting the Classroom Lecture Educational Program to the participating households. Snohomish County shall be reimbursed from the Grant Funds for all eligible costs Snohomish County incurs in connection with the Classroom Lecture Educational Program, up to a maximum reimbursement amount of Ninety Thousand and No/100 Dollars (\$90,000.00). The other Classroom Lecture Entities agree to reasonably

cooperate and coordinate with Snohomish County in creating and implementing the Classroom Lecture Educational Program, which cooperation may include the contribution of minor amounts of in-kind resources such as staff time. Such in-kind resources shall not be eligible for reimbursement, but shall instead be borne by the contributing entit(y/ies).

4.3 Task 4 - Backyard Demonstration Educational Program

Olympia, Tumwater and Thurston County (together, the "Backyard Demonstration Entities") shall develop and implement as their Educational Programs the Backyard Demonstration Educational Program described as Task 4 of the Grant Document. The Backyard Demonstration Educational Program shall be presented to approximately Three Hundred Ninety-Five (395) households. The distribution of households among the Backyard Demonstration Entities shall be as described on Exhibit C to this Agreement.

The Backyard Demonstration Entities shall divide the work of developing, creating and presenting the Backyard Demonstration Educational Program among themselves as they see fit. Except for the costs of creating the Instructional Videos described in Section 4.1 above, Olympia shall bear all of its own costs incurred in connection with the Backyard Demonstration Educational Program, using funds from its NEP Grant. Tumwater shall be reimbursed from the Grant Funds for all eligible costs Tumwater incurs in connection with the Backyard Demonstration Educational Program, up to a maximum reimbursement amount of Eighteen Thousand Six Hundred Seventy-Eight and No/100 Dollars (\$18,678.00). Thurston County shall be reimbursed from the Grant Funds for all eligible costs Thurston County incurs in connection with the Backyard Demonstration Educational Program, up to a maximum reimbursement amount of Fifty-Two Thousand Nine Hundred Twenty-Two and No/100 Dollars (\$52,922.00). Reimbursement from the Grant Funds shall be handled pursuant to the procedures described in Section 4.4 below.

4.4 Reimbursement Procedures

Snohomish County shall be responsible for requesting from Ecology reimbursement from the Grant Funds of all eligible costs associated with the Educational Programs. Each party to this Agreement shall keep accurate records of the reimbursable costs it incurs (if any) in developing and implementing its Educational Program. At least quarterly, but no more frequently than monthly, during the Term, each of the Participating Entities shall submit to Snohomish County a request for reimbursement for the reasonable costs it has actually incurred in connection with its Educational Program during the preceding quarter or calendar month, as applicable. Each such request shall be in a format acceptable to Ecology and shall include adequate documentation of the expenses listed, as may be required by Ecology and the Grant Document. Should Snohomish County request additional information regarding any of the expenses listed, the Participating Entity shall promptly provide same. Snohomish County shall submit requests for reimbursement to Ecology as and when provided in the Grant Document. Once Snohomish County has received Grant Funds from Ecology, Snohomish County shall promptly disburse same to the appropriate parties.

5. EFFECTIVENESS ASSESSMENT

5.1 Performance of Effectiveness Assessment

Substantially in accordance with Task 2 of the Grant Document, Snohomish County shall, by separate agreement, engage a qualified consultant (the “Consultant”) to perform the Effectiveness Assessment. As stated in Recital I, the parties anticipate there will be four distinct phases of the Effectiveness Assessment. Phase 1 of the Effectiveness Assessment shall occur prior to the Educational Programs and may involve gathering baseline data from relevant reference groups and/or pre-workshop data from the persons who will participate in the Educational Programs. Phase 2 of the Effectiveness Assessment will occur contemporaneously with and/or immediately upon the conclusion of the Educational Programs and may involve gathering data from the participants in the Educational Programs. Phase 3 of the Effectiveness Assessment will occur approximately six (6) months after the conclusion of the Educational Programs and may involve gathering baseline data from relevant reference groups and/or post-workshop data from the persons who participated in the Educational Programs. Phase 4 of the Effectiveness Assessment will occur as soon as all relevant data has been collected and may involve performing empirical and/or statistical analysis of said data and creating the final report. Each party to this Agreement agrees to cooperate with the Consultant to provide all information and data reasonably requested by the Consultant in connection with all phases of the Effectiveness Assessment. The parties anticipate the Consultant will deliver the final Effectiveness Assessment to Snohomish County within eight (8) months after the last Educational Program has concluded. Promptly after receiving the Effectiveness Assessment, Snohomish County shall provide copies of same to each of the Participating Entities.

5.2 Funding for Phase 1 and Phase 2 of the Effectiveness Assessment

The Consultant shall bill Snohomish County directly for performing Phase 1 and Phase 2 of the Effectiveness Assessment, pursuant to Snohomish County’s separate agreement with the Consultant. Snohomish County shall pay the Consultant’s invoices as and when the same become due and owing. Snohomish County shall be reimbursed from the Grant Funds for all eligible costs Snohomish County incurs in connection with Phase 1 and Phase 2 of the Effectiveness Assessment, up to the maximum amount allowed by the Grant Document. Should any party incur costs other than the Consultant fees in connection with Phase 1 and Phase 2 of the Effectiveness Assessment, such party shall bear said costs itself.

5.3 Funding For Phase 3 and Phase 4 of the Effectiveness Assessment

No Grant Funds are available to fund any portion of the costs of Phase 3 or Phase 4 of the Effectiveness Assessment. Instead, all costs of Phase 3 and Phase 4 of the Effectiveness Assessment shall be paid for by Snohomish County and the Participating Entities according to their respective shares of said costs, as described in this Section 5.3. The Consultant shall bill Snohomish County directly for performing Phase 3 and Phase 4 of the Effectiveness Assessment, pursuant to Snohomish County’s separate agreement with the Consultant. Snohomish County shall pay the Consultant’s invoices as and when the same become due

and owing. With respect to each invoice from the Consultant, Snohomish County shall determine the share of the Consultant's invoice that is allocable to each Participating Entity pursuant to the methodology described in sub-sections (a) and (b) below. Snohomish County shall invoice each Participating Entity for the appropriate amount, which invoice shall include adequate documentation of the expenses incurred. Within sixty (60) days of receiving an invoice from Snohomish County pursuant to this Section 5.3, each Participating Entity shall remit to Snohomish County the amount requested. Should any party incur costs other than the Consultant fees in connection with Phase 3 and Phase 4 of the Effectiveness Assessment, such party shall bear said costs itself.

(a) Amounts Allocable to Classroom Lecture Entities

The Classroom Lecture Entities shall be collectively responsible for forty-six and twenty-two hundredths percent (46.22%) of the total costs of the Phase 3 and Phase 4 of the Effectiveness Assessment, subject to a maximum total aggregated amount of Fifty Thousand Twenty-Five and No/100 Dollars (\$50,025.00). Each of the Classroom Lecture Entities shall be responsible for its own proportionate share of such costs. Each party's proportionate share shall be determined by multiplying the total costs at issue by a fraction, the numerator of which is the number of households within that party's jurisdictional borders that were invited to participate in the Classroom Lecture Educational Program, and the denominator of which is equal to the total number of households invited to participate in the Classroom Lecture Educational Program. For ease of reference, a chart showing each jurisdiction's proportionate share and the maximum cost that could be allocated to each of the individual Classroom Lecture Entities is set forth in Exhibit B to this Agreement.

(b) Amounts Allocable to Backyard Demonstration Entities

The Backyard Demonstration Entities shall be collectively responsible for fifty-three and seventy-eight hundredths percent (53.78%) of the total costs of the Phase 3 and Phase 4 of the Effectiveness Assessment, subject to a maximum total aggregated amount of Fifty-Eight Thousand Two Hundred and No/100 Dollars (\$58,200.00). As among the Backyard Demonstration Entities, the costs of Phase 3 and Phase 4 of the Effectiveness Assessment shall be divided as described in this Section 5.3(b). Because Olympia's participation in this Agreement is being funded by Olympia's NEP Grant, Olympia has agreed to bear seventy-two and seventeen hundredths percent (72.17%) of the costs attributable to the Backyard Demonstration Entities. The remaining twenty-seven and eighty-three hundredths percent (27.83%) of the Phase 3 and Phase 4 Effectiveness Assessment costs that are allocable to the Backyard Demonstration Entities shall be divided among the remaining Backyard Demonstration Entities in the following proportions: (i) Tumwater shall be responsible for seven and twenty-six hundredths percent (7.26%) of such costs; and (ii) Thurston County shall be responsible for twenty and fifty-seven hundredths percent (20.57%) of such costs. For ease of reference, a chart showing the Backyard Demonstration Entities respective shares and maximum costs for the Phase 3 and Phase 4 Effectiveness Assessment is set forth in Exhibit C to this Agreement.

6. COVENANT TO COOPERATE

Snohomish County and each of the Participating Entities hereby covenants to the other parties to this Agreement that it shall use good-faith efforts to cooperate with the other parties in implementing the intent and furthering the goals of this Agreement.

7. COMPLIANCE WITH LAWS

The County and the Participating Entities shall at all times exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction.

8. INDEMNIFICATION

Each party to this Agreement shall indemnify, defend and hold every other party and its agents, employees and contractors harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties or charges, including, without limitation, reasonable attorneys' fees and disbursements, that the other parties may incur or pay out by reason of: (i) any accidents, damages or injuries to persons or property occurring during the Term of this Agreement, but only to the extent the same are caused by any negligent or wrongful act of the indemnifying party; or (ii) any breach or Default (as such term is defined in Section 9.1 below) of the indemnifying party under this Agreement. The provisions of this Section 8 shall survive the expiration or earlier termination of this Agreement.

9. DEFAULT AND REMEDIES

9.1 Default

If any party to this Agreement fails to perform any act or obligation required to be performed by it hereunder, the party or parties to whom such performance was due shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

9.2 Remedies; Attorneys' Fees

In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 9.1 above, the party or parties to whom the performance was due shall have the right to exercise any or all rights and remedies available to it at law or in equity. In any action between any of the parties hereto seeking the enforcement of any of the terms or provisions of this Agreement, the prevailing party or parties in such action shall be awarded, in addition to damages, injunctive or other relief, their reasonable costs and expenses, including, without limitation, reasonable attorneys' fees.

10. NOTICES

Each notice, demand, request, consent, approval, disapproval, designation or other communication that is permitted or required to be given by one party to another party under this Agreement shall be in writing and shall be given or made or communicated by (i) United States registered or certified mail, postage prepaid, return receipt requested, (ii) any nationally recognized overnight carrier or express mail service (such as FedEx or DHL) that provides receipts to indicate delivery, (iii) by personal delivery, or (iv) by facsimile (with proof of successful transmission). All such communications shall be addressed to the appropriate Administrator of this Agreement. All notices shall be deemed given on the day each such notice is personally delivered, transmitted by facsimile (with evidence of receipt), or delivered by overnight courier service, or on the third business day following the day such notice is mailed if mailed in accordance with this Section.

11. PARTIES

The parties anticipate that certain Participating Entities listed in the preamble to this Agreement may decide not to enter into this Agreement. In anticipation of that potential eventuality, the parties agree that the parties to this Agreement shall be Snohomish County and those Participating Entities that execute this Agreement before 5:00 p.m. on August 1, 2014. The failure of any Participating Entity named in the preamble to this Agreement to execute this Agreement before 5:00 p.m. on August 1, 2014, shall have no effect on the binding nature of this Agreement as among those parties who do execute this agreement before 5:00 p.m. on August 1, 2014.

12. MISCELLANEOUS

12.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

12.2 Governing Law and Venue

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

12.3 Interpretation

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for

convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

12.4 Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

12.5 No Waiver

A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

12.6 Assignment

This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

12.7 Warranty of Authority

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

12.8 No Joint Venture

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

12.9 Exhibits

The following Exhibits, which are attached to this Agreement, are incorporated herein and by this reference made a part of this Agreement:

- EXHIBIT A - Grant Document
- EXHIBIT B - Classroom Lecture Educational Program
- EXHIBIT C - Backyard Demonstration Educational Program

12.10 Execution in Counterparts

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

SNOHOMISH COUNTY:

ARLINGTON:

Snohomish County, a political subdivision of the State of Washington

The City of Arlington, a Washington municipal corporation

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

Approved as to Form:

Approved as to Form:

Deputy Prosecuting Attorney

City Attorney

MARYSVILLE:

GRANITE FALLS:

The City of Marysville, a Washington municipal corporation

The City of Granite Falls, a Washington municipal corporation

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

Approved as to Form:

Approved as to Form:

City Attorney

City Attorney

[Additional signatures on following page.]

MOUNTLAKE TERRACE:

The City of Mountlake Terrace, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

EVERETT:

The City of Everett, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

MILL CREEK:

The City of Mill Creek, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

BOTHELL:

The City of Bothell, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

[Additional signatures on following page.]

MONROE:

The City of Monroe, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

SNOHOMISH:

The City of Snohomish, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

MUKILTEO:

The City of Mukilteo, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

EDMONDS:

The City of Edmonds, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

[Additional signatures on following page.]

LYNNWOOD:

The City of Lynnwood, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

BRIER:

The City of Brier, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:


City Attorney

OLYMPIA:

The City of Olympia, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:



City Attorney
(ACA)

TUMWATER:

The City of Tumwater, a Washington municipal corporation

By _____
Name: _____
Title: _____

Approved as to Form:

City Attorney

[Additional signatures on following page.]

THURSTON COUNTY:

Thurston County, a political subdivision of
the State of Washington

By _____
Name: _____
Title: _____

Approved as to Form:

Deputy Prosecuting Attorney

[The remainder of this page is intentionally left blank.]

EXHIBIT A
Grant Document

[See Attached.]

EXHIBIT B
Classroom Lecture Educational Program

Households to Invite to Workshops & Maximum 2015 Contributions

Entity	Number of Households Invited (\$0.9727/hh invited)	Percentage of Total Households Invited	Maximum Phase 3 & 4 Effectiveness Assessment Contribution
City of Arlington	1,352	2.63%	\$1,315
City of Marysville	5,002	9.73%	\$4,865
City of Granite Falls	921	1.79%	\$896
City of Everett	5,060	9.84%	\$4,922
City of Mill Creek	996	1.94%	\$969
City of Bothell	919	1.79%	\$894
City of Monroe	3,431	6.67%	\$3,337
City of Snohomish	2,238	4.35%	\$2,177
City of Mukilteo	1,798	3.50%	\$1,749
City of Edmonds	3,975	7.73%	\$3,866
City of Lynnwood	2,755	5.36%	\$2,680
City of Brier	853	1.66%	\$830
City of Mountlake Terrace	1,919	3.73%	\$1,867
Total households invited from Classroom Lecture cities	31,219	60.70%	
Total maximum contribution to Phase 3 & 4 of Effectiveness Assessment from Classroom Lecture cities		60.70%	\$30,367
SnoCo-Arlington UGA	276	0.54%	\$268
SnoCo-Seven Lakes	524	1.02%	\$510
SnoCo-Marysville UGA	533	1.04%	\$518
SnoCo-Granite Falls UGA	1,119	2.18%	\$1,088
SnoCo-Lake Stevens UGA	2,547	4.95%	\$2,477
SnoCo-Everett UGA	2,202	4.28%	\$2,142
SnoCo-Gap 2	876	1.70%	\$852
SnoCo-Mill Creek UGA	2,190	4.26%	\$2,130
SnoCo-South County	732	1.42%	\$712
SnoCo-Gap 1	1,075	2.09%	\$1,046
SnoCo-Bothell UGA	1,588	3.09%	\$1,545
SnoCo-Monroe UGA	984	1.91%	\$957
SnoCo-Snohomish UGA	969	1.88%	\$943

SnoCo-Mukilteo UGA	1,024	1.99%	\$996
SnoCo-Edmonds UGA	409	0.80%	\$398
SnoCo-Gap 3	830	1.61%	\$807
SnoCo-Lynnwood UGA	1,743	3.39%	\$1,695
SnoCo-Brier UGA	581	1.13%	\$565
SnoCo-MLT UGA	9	0.02%	\$9
Total households invited to Classroom Lectures from Snohomish County	20,211	39.30%	
Total maximum contribution to Phase 3 & 4 of Effectiveness Assessment from Snohomish County (Classroom Lecture)		39.30%	\$19,658

EXHIBIT C
Backyard Demonstration Educational Program

Number of Participants at Workshops & Maximum 2015 Contributions			
Entity	Number of Participants	Percentage of Total Contributions for Backyard Demonstration Ed Program	Maximum Phase 3 & 4 Effectiveness Assessment Contribution
City of Tumwater	30	7.26%	\$4,226.09
Thurston County	85	20.57%	\$11,973.91
Total participating households (not including Olympia)	115		
Total maximum contribution to Phase 3 & 4 Effectiveness Assessment from Backyard Demonstration Entities other than Olympia		27.83%	\$16,200
City of Olympia	280	72.17%	\$42,000
Total maximum contribution to Phase 3 & 4 Effectiveness Assessment from Backyard Demonstration Entities			\$58,200

City of Olympia

City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8447

City Council

Approval of Resolution Authorizing Participation in the Local Government Investment Pool

Agenda Date: 6/10/2014

Agenda Number: 4.D

File Number: 14-0488

File Type: resolution

Version: 1

Status: Passed

..Title

Approval of Resolution Authorizing Participation in the Local Government Investment Pool

..Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve attached resolution.

..Report

Issue:

Resolution authorizing continued participation in the Local Government Investment Pool

Staff Contact:

Dean Walz, Fiscal Services Director, Administrative Services Department,
360.753.8465

Presenter(s):

Dean Walz, Fiscal Services Director, Administrative Services Department,
360.753.8465

Background and Analysis:

The Washington State Treasurer's Office created the Local Government Investment Pool (LGIP) for the purpose of allowing governmental entities to invest funds through the State Treasurer. The City has participated in the LGIP. The resolution simply authorizes the continued use of the LGIP. The State Treasurer requires all entities investing in the LGIP to submit an updated resolution for participation in the LGIP.

In addition to the resolution, the LGIP Transaction Authorization Form (with the bank account number left blank) and the LGIP prospectus are attached. Both documents are referenced in the resolution.

Neighborhood/Community Interests (if known):

None identified.

Options:

Agenda Date: 6/10/2014

Agenda Number: 4.D

File Number: 14-0488

- 1) Approve the resolution. This will allow the City to continue participating in the LGIP.
- 2) Do not approve the resolution. This City will not be able to participate in the LGIP.

Financial Impact:

Financial impact is undetermined at this time.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA,
WASHINGTON, AUTHORIZING INVESTMENT OF CITY OF OLYMPIA
MONIES IN THE LOCAL GOVERNMENT INVESTMENT POOL.**

WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, City of Olympia, the "governmental entity", to contribute funds available for investment in the LGIP; and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures; and

WHEREAS, any contributions or withdrawals to or from the LGIP made on behalf of the governmental entity shall be first duly authorized by the City of Olympia Council, the "governing body" or any designee of the governing body pursuant to this resolution. or a subsequent resolution; and

WHEREAS, the governmental entity will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

WHEREAS, the governing body and any designee appointed by the governing body with authority to contribute or withdraw funds of the governmental entity has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

WHEREAS, the governing body attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct the contribution or withdrawal of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein.

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE AS
FOLLOWS:**

Section 1. The governing body does hereby authorize the contribution and withdrawal of governmental entity monies in the LGIP in the manner prescribed by law, rule, and prospectus.

Section 2. The governing body has approved the Local Government Investment Pool Transaction Authorization Form (Form) as completed by the Administrative Services Director and incorporates said form into this resolution by reference and does hereby attest to its accuracy.

Section 3. The governmental entity designates Jane Ragland-Kirkemo, Administrative Services Director and Dean Walz, Fiscal Services Manager, are the "authorized individuals" to

authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

Section 4. This delegation ends upon the written notice, by any method set forth in the prospectus, of the governing body that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the governing body to provide notice of such revocation and is entitled to rely on the authorized individual's instructions until such time as said notice has been provided.

Section 5. The Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual's delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the governmental entity. No amendments, changes, or alterations shall be made to the Form or any other documentation until the entity passes a new resolution naming a new authorized individual.

Section 6. The governing body acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the governing body agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of June, 2014.

STEPHEN H. BUXBAUM, MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Niehaber

CITY ATTORNEY

LOCAL GOVERNMENT INVESTMENT POOL
TRANSACTION AUTHORIZATION FORM

Please fill out this form completely, including any existing information, as this form will **replace** the previous form.

Name of Entity: City of Olympia	Mailing Address: City of Olympia
Fax Number: 360-753-8332	PO Box 1967
E-mail Contact: acctcash@ci.olympia.wa.us	Olympia, WA 98507-1967

Do you wish to have your monthly LGIP statements faxed to the number listed above?

Please note – if you choose to receive statements via fax, you will not receive another copy via U.S. mail.

YES, please fax statements **No**, please send statements via U.S. mail

Bank account where funds will be wired when a withdrawal is requested.

(Note: Funds **will not** be transferred to any account other than that listed).

Bank Name: US Bank
Branch Location: Olympia
Bank Routing Number: 125000105
Account Number: (intentionally left blank for staff report attachment)
Account Name: Treasurers Account

Persons authorized to make deposits and withdrawals for the entity listed above.

Name	Title	Signature	Telephone Number
Dean Walz	Fiscal Services Director		360-753-8465
Bill Sampson	Accounting Supervisor		360-753-8473
Veronica Divis	Accountant		360-753-8264
Shelly Carter	Accountant		360-753-8435
Robin Atchison	Accountant		360-753-8425
Stacie Tellers	Sr. Accountant		360-753-8599

By signature below, I certify I am authorized to represent the institution/agency for the purpose of this transaction.

	Administrative Services Director	June 4, 2014
<i>(Authorized Signature)</i>	<i>(Title)</i>	<i>(Date)</i>
Jane Ragland-Kirkemo	jkirkemo@ci.olympia.wa.us	(360) 753-8499
<i>(Print Authorized Signature)</i>	<i>(E-mail Address)</i>	<i>(Telephone number)</i>

Any changes to these instructions must be submitted in writing to the Office of the State Treasurer. Please mail this form to the address listed below:

OFFICE OF THE STATE TREASURER
LOCAL GOVERNMENT INVESTMENT POOL
PO BOX 40200
OLYMPIA, WA 98504-0200
FAX: (360) 902-9044

Date Received: ____ / ____ / ____ Fund Number: _____ <i>(for LGIP use only)</i>

State of Washington)
County of _____) ss.
Signed or attested before me by _____.
Dated this ____ day of _____, 20__.

Signature of Notary

Typed or printed name of Notary
Notary Public in and for the State of Wash.

SEAL OR STAMP

LOCAL GOVERNMENT
INVESTMENT POOL

Prospectus

January 2014



James L. McIntire
Washington State Treasurer

I. The LGIP

The Local Government Investment Pool (the "LGIP") is an investment pool of public funds placed in the custody of the Office of the Washington State Treasurer (the "State Treasurer") for investment and reinvestment as defined by RCW 43.250.020. The purpose of the LGIP is to allow eligible governmental entities to participate with the state in the investment of surplus public funds, in a manner that optimizes liquidity and return on such funds. In establishing the LGIP, the legislature recognized that not all eligible governmental entities are able to maximize the return on their temporary surplus funds, and therefore it provided a mechanism whereby they may, at their option, utilize the resources of the State Treasurer to maximize the potential of their surplus funds while ensuring the liquidity of those funds.

The State Treasurer has established a sub-pool within the LGIP whose shares are offered by means of this Prospectus: The LGIP-Money Market Fund (the "LGIP-MMF" or the "Fund"). The State Treasurer has the authority to establish additional sub-pools in the future.

The Fund offered in this Prospectus seeks to provide current income by investing in high-quality, short term money market instruments. These standards are specific to the Fund, as illustrated in the following table. The LGIP-MMF offers daily contributions and withdrawals.

FUND SNAPSHOT

The table below provides a summary comparison of the Fund's investment types and sensitivity to interest rate risk. This current snapshot can be expected to vary over time.

Fund	Investment Types	Maximum Dollar-Weighted Average Maturity for LGIP-MMF
LGIP-Money Market Fund	Cash	60 days
Current Investments (as of November 1, 2013)	Bank Deposits US Treasury bills Repurchase agreements US Government agency obligations	

Fees and Expenses

Administrative Fee. The State Treasurer charges pool participants a fee representing administration and recovery costs associated with the operation of the Fund. The administrative fee accrues daily from pool participants' earnings prior to the earnings being posted to their account. The administrative fee will be paid monthly. In the event that there are no earnings, the administrative fee will be deducted from principal.

The chart below illustrates the operating expenses of the LGIP-MMF for past years, expressed in basis points as a percentage of fund assets.

Liquidity Risk. Liquidity risk is the risk that the Fund will experience significant net withdrawals of Fund shares at a time when it cannot find willing buyers for its portfolio securities or can only sell its portfolio securities at a material loss.

Management Risk. Poor security selection or an ineffective investment strategy could cause the LGIP-MMF to underperform relevant benchmarks or other funds with a similar investment objective.

Issuer Risk. The LGIP-MMF is subject to the risk that debt issuers and other counterparties may not honor their obligations. Changes in an issuer's credit rating (e.g., a rating downgrade) or the market's perception of an issuer's creditworthiness could also affect the value of the Fund's investment in that issuer. The degree of credit risk depends on both the financial condition of the issuer and the terms of the obligation. Also, a decline in the credit quality of an issuer can cause the price of a money market security to decrease.

Securities Lending Risk and Reverse Repurchase Agreement Risk. The LGIP-MMF may engage in securities lending or in reverse repurchase agreements. Securities lending and reverse repurchase agreements involve the risk that the Fund may lose money because the borrower of the Fund's securities fails to return the securities in a timely manner or at all or the Fund's lending agent defaults on its obligations to indemnify the Fund, or such obligations prove unenforceable. The Fund could also lose money in the event of a decline in the value of the collateral provided for loaned securities or a decline in the value of any investments made with cash collateral.

Risks Associated with use of Amortized Cost. The use of amortized cost valuation means that the LGIP-MMF's share price may vary from its market value NAV per share. In the unlikely event that the State Treasurer were to determine that the extent of the deviation between the Fund's amortized cost per share and its market-based NAV per share may result in material dilution or other unfair results to shareholders, the State Treasurer may cause the Fund to take such action as it deems appropriate to eliminate or reduce to the extent practicable such dilution or unfair results.

An investment in the LGIP-MMF is not a bank deposit and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the Fund seeks to preserve the value of investments at \$1 per share, pool participants could lose money by investing in the LGIP-MMF. There is no assurance that the LGIP-MMF will achieve its investment objective.

Performance

The following information is intended to address the risks of investing in the LGIP-MMF. The information illustrates changes in the performance of the LGIP-MMF's shares from year to year. Returns are based on past results and are not an indication of future performance. Updated performance information may be obtained on our website at www.tre.wa.gov or by calling the LGIP toll-free at 800-331-3284.

NAV will not be calculated and the Fund will not process contributions and withdrawals submitted on days when the Fund is not open for business. The time at which shares are priced and until which contributions and withdrawals are accepted is specified below and may be changed as permitted by the State Treasurer.

To the extent that the LGIP-MMF's assets are traded in other markets on days when the Fund is not open for business, the value of the Fund's assets may be affected on those days. In addition, trading in some of the Fund's assets may not occur on days when the Fund is open for business.

Transaction Limitation

The State Treasurer reserves the right at its sole discretion to set a minimum and/or maximum transaction amount from the LGIP-MMF and to limit the number of transactions, whether contribution, withdrawal, or transfer permitted in a day or any other given period of time.

The State Treasurer also reserves the right at its sole discretion to reject any proposed contribution, and in particular to reject any proposed contribution made by a pool participant engaged in behavior deemed by the State Treasurer to be abusive of the LGIP-MMF.

A pool participant may transfer funds from one LGIP-MMF account to another subject to the same time and contribution limits as set forth in WAC 210.10.060.

Contributions

Pool participants may make contributions to the LGIP-MMF on any business day. All contributions will be effected by electronic funds transfer to the account of the LGIP-MMF designated by the State Treasurer. It is the responsibility of each pool participant to pay any bank charges associated with such electronic transfers to the State Treasurer. Failure to wire funds by a pool participant after notification to the State Treasurer of an intended transfer will result in penalties. Penalties for failure to timely wire will be assessed to the account of the pool participant responsible.

Notice. To ensure same day credit, a pool participant must inform the State Treasurer of any contribution over one million dollars no later than 9 a.m. on the same day the contribution is made. Contributions for one million dollars or less can be requested at any time prior to 10 a.m. on the day of contribution. For all other contributions over one million dollars that are requested prior to 10 a.m., a pool participant may receive same day credit at the sole discretion of the State Treasurer. Contributions that receive same day credit will count, for earnings rate purposes, as of the day in which the contribution was made. Contributions for which no notice is received prior to 10:00 a.m. will be credited as of the following business day.

Notice of contributions may be given by calling the Local Government Investment Pool (800-331-3284) OR by logging on to State Treasurer's Treasury Management System ("TMS"). Please refer to the [LGIP-MMF Operations Manual](#) for specific instructions regarding contributions to the LGIP-MMF.

Direct deposits from the State of Washington will be credited on the same business day.

Pricing. Contribution requests received in good order will receive the NAV per unit of the LGIP-MMF next determined after the order is accepted by the State Treasurer on that contribution date.

Withdrawals

Pool participants may withdraw funds from the LGIP-MMF on any business day. Each pool participant shall file with the State Treasurer a letter designating the financial institution at which funds withdrawn from the LGIP-MMF shall be deposited (the "Letter"). This Letter shall contain the name of the financial institution, the location of the financial institution, the account name, and the account number to which funds will be deposited. This Letter shall be signed by local officials authorized to receive and disburse funds, as described in WAC 210-10-020.

Dividends

The LGIP-MMF's dividends include any net realized capital gains or losses, as well as any other capital changes other than investment income, and are declared daily and distributed monthly.

Distribution

The total net earnings of the LGIP-MMF will be declared daily and paid monthly to each pool participant's account in which the income was earned on a per-share basis. These funds will remain in the pool and earn additional interest unless withdrawn and sent to the pool participant's designated bank account as specified on the Authorization Form. Interest earned will be distributed monthly on the first business day of the following month.

Monthly Statements and Reporting

On the first business day of every calendar month, each pool participant will be sent a monthly statement which includes the pool participant's beginning balance, contributions, withdrawals, transfers, administrative charges, earnings rate, earnings, and ending balance for the preceding calendar month. Also included with the statement will be the monthly enclosure. This report will contain information regarding the maturity structure of the portfolio and balances broken down by security type.

III. Management

The State Treasurer is the manager of the LGIP-MMF and has overall responsibility for the general management and administration of the Fund. The State Treasurer has the authority to offer additional sub-pools within the LGIP at such times as the State Treasurer deems appropriate in its sole discretion.

Administrator and Transfer Agent. The State Treasurer will serve as the administrator and transfer agent for the Fund.

Custodian. A custodian for the Fund will be appointed in accordance with the terms of the LGIP Investment Policy.

IV. Miscellaneous

Limitation of Liability

All persons extending credit to, contracting with or having any claim against the Fund offered in this Prospectus shall look only to the assets of the Fund that such person extended credit to, contracted with or has a claim against, and none of (i) the State Treasurer, (ii) any subsequent sub-pool, (iii) any pool participant, (iv) the LGIP, or (v) the State Treasurer's officers, employees or agents (whether past, present or future), shall be liable therefor. The determination of the State Treasurer that assets, debts, liabilities, obligations, or expenses are allocable to the Fund shall be binding on all pool participants and on any person extending credit to or contracting with or having any claim against the LGIP or the Fund offered in this Prospectus. There is a remote risk that a court may not enforce these limitation of liability provisions.

City of Olympia

City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8447

City Council

Approval of Stephens Quiet Title Action Regarding an Unopened Street (2103 Beacon Street)

Agenda Date: 6/10/2014

Agenda Number: 4.E

File Number: 14-0525

File Type: decision

Version: 1

Status: Passed

..Title

Approval of Stephens Quiet Title Action Regarding an Unopened Street (2103 Beacon Street)

..Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to authorize the City Attorney and/or his designee to enter into a stipulated judgment with regard to *Stephens v. City of Olympia*, Thurston County Superior Court cause number 14-2-00754-7.

..Report

Issue:

The City of Olympia was named as a defendant in a quiet title action in *Stephens v. City of Olympia*, Thurston County Superior Court cause number 14-2-00754-7.

Staff Contact:

Darren Nienaber, Deputy City Attorney, 360.753.8044

Presenter(s):

None - Consent calendar item

Background and Analysis:

The City of Olympia was named and served as a defendant in a quiet title action in *Stephens v. City of Olympia*, Thurston County Superior Court cause number 14-2-00754-7. The complaint alleges that certain City right-of-way was vacated by operation of state law and that the City has no claim to it. Based on a reasonably diligent review of the pertinent records, the City's Legal and Public Works Departments agree with the allegations in the complaint. The City has no legal claim to the "right-of-way" because the right-of-way does not exist. City Council action is considered necessary because, under OMC 3.16.020(B), the Council retains most decision making authority over real estate. The land in question is graphically depicted on the two maps, Vicinity Map and the Site Map. The maps are intended to be submitted for illustrative purposes rather than for legal purposes.

Two laws enacted by the legislature vacated certain County rights-of-way that were dedicated prior to 1904 and unopened for a five-year period. See MRSC article,

Agenda Date: 6/10/2014

Agenda Number: 4.E

File Number: 14-0525

attached. The purpose of the law is unclear. Some theorize that the legislature was trying to clear up the numerous paper plats that were being filed all around the state at that time. Although the right-of-way does not exist, a judicial determination is considered necessary to clean up the title and the official maps and records .

The City's Legal Department forwarded the complaint and stipulated judgment to the City's Surveyor, Ladd Cluff. The right-of-way was platted in 1889 and 1890. It was in the county at the time of the plat. Public Works is of the opinion that the street was never opened for public use. Furthermore, there is no known current or future City use of the property.

Based on the analysis of the City's Surveyor, the Legal Department is of the opinion that it is appropriate for the City to sign the stipulated judgment, a copy of which is attached. This stipulation acknowledges that the City has no legal interest in the platted rights-of-way.

Neighborhood/Community Interests (if known):

No known concerns.

Options:

Option 1 - authorize the City Attorney and/or his designee to sign the stipulated judgment that recognizes that the City of Olympia does not have title to the road.

Option 2 - do not authorize the signature of the stipulated order.

Financial Impact:

None known.

1 EXPEDITE
2 No hearing set
3 Hearing is set
4 Date: _____
5 Time: _____
6 Judge/Calendar: _____
7 _____

8 SUPERIOR COURT OF WASHINGTON FOR THURSTON COUNTY

9 JOHN F. STEPHENS and
10 MARILYNN A. STEPHENS,
husband and wife,

11 Plaintiffs,

12 vs.

13 CITY OF OLYMPIA, a Municipal
14 corporation,

15 Defendant.

No. 14-2-00754-7

STIPULATED JUDGMENT
VACATING STREET

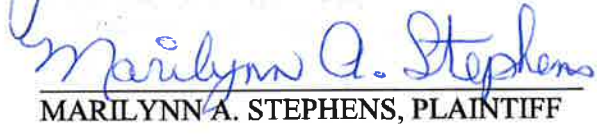
16 The parties herein, JOHN F. STEPHENS and MARILYNN A. STEPHENS, husband and
17 wife, represented by and through their attorney, Benjamin Edwards, of Cullen Palmer Law
18 Office LLP, and the CITY OF OLYMPIA, a Municipal corporation, appearing by and through
19 Darren Nienaber, Deputy City Attorney, hereby stipulate that the facts alleged in the Complaint
20 are true, that the alley described in the East Side Addition to Olympia, as alleged in the
21 Complaint, have been vacated by operation of law, and stipulate to the entry of the following
22 judgment.
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DATE: 4/17/2014


JOHN F. STEPHENS, PLAINTIFF

DATE: 4/17/2014


MARILYNN A. STEPHENS, PLAINTIFF

DATE: 7/22/14


BENJAMIN EDWARDS, WSBA NO. 43716
Of Cullen Palmer Law Office LLP
Attorney for Plaintiffs

DATE: _____

DARREN NIENABER, WSBA NO. 30764
Deputy City Attorney for the
CITY OF OLYMPIA, Defendant

STIPULATED JUDGMENT

This matter having come on before the court pursuant to the above Stipulation, and the Court having considered the records and files herein, and the above Stipulation, it is hereby

ORDERED, ADJUDGED AND DECREED that the below-described dedicated areas having been previously vacated by operations of law pursuant to laws of 1889, 1890, §32, Chapter 19 which provides as follows:

Any county road, or part thereof, which has heretofore been, or may hereafter be authorized, which remains unopened for public use for the space of five years after the order is made or authority granted for opening the same, shall be, and the same is hereby vacated, and the authority of building the same barred by lapse of time.

Which law applies to this case;

It is further

STIPULATED JUDGMENT
VACATING STREET- Page 2

CULLEN PALMER LAW OFFICE LLP
SUITE 104
606 COLUMBIA ST NW
OLYMPIA, WASHINGTON 98501
(360) 786-5000

1 ORDERED, ADJUDGED AND DECREED that the vacated area is described as follows:

2 The northern half of the alley between Lots 1, 2, 13 and 14, all in Block 11 of said
3 plat all in the East Side Addition to Olympia as recorded in Volume 4 of Plats,
4 page 2

5 and is declared vacated by operation of law, and title to the vacated streets and alleys is vested by
6 operation of law, that is, title to the northerly one half of the alley adjoining Lots 1 and 2 in
7 Block 11 of East Side Addition to Olympia, as recorded in Volume 4 of Plats, page 2, is vested
8 with these Lots 1 and 2.

9
10 DATE: _____

11 JUDGE

12 Presented by:

13
14 

15 BENJAMIN EDWARDS, WSBA NO. 43716
16 Of Cullen Palmer Law Office LLP
17 Attorney for Plaintiffs

18 Approved as to form, copy received,
19 Notice of presentation waived by:

20 _____
21 DARREN NIENABER, WSBA NO. 30764
22 Deputy City Attorney for the
23 City of Olympia, Defendant

24
25 STIPULATED JUDGMENT
26 VACATING STREET- Page 3

CULLEN PALMER LAW OFFICE LLP
SUITE 104
606 COLUMBIA ST NW
OLYMPIA, WASHINGTON 98501
(360) 786-5000

EXPEDITE
 No hearing set
 Hearing is set
Date: _____
Time: _____
Judge/Calendar: _____

RECEIVED

APR 22 2011

CITY OF OLYMPIA
CUSTOMER CARE CENTER

SUPERIOR COURT OF WASHINGTON FOR THURSTON COUNTY

JOHN F. STEPHENS and
MARILYNN A. STEPHENS,
husband and wife,

No. _____

Plaintiffs,

COMPLAINT TO VACATE
STREET AND TO QUIET TITLE

vs.

CITY OF OLYMPIA, a Municipal
corporation,

Defendant.

1. JURISDICTION. This is an action for declaration of vacation of a street in the city of Olympia, Thurston County, Washington. The court has jurisdiction over the parties and the subject matter of this action.

2. PARTIES.

2.1 Plaintiffs, STEPHENS, are the owners of the following described real property located in Thurston County, Washington:

Lots 1 and 2 in Block 11 of East Side Addition to Olympia, as recorded in Volume 4 of Plats, page 2;

In Thurston County, Washington.

1 Tax Parcel No. 45601100100

2 The property to the south of Plaintiffs is owned by Wayde R. Holmquist and
3 Susan A. Holmquist, husband and wife. The property is described as follows:

4 Parcel A:
5 Lots 10 and 11, Block 11, East Side Addition to the City of Olympia, as recorded
6 in Volume 4 of Plats, Page 2.

7 Parcel B:
8 Lots 12, 13 and 14, Block 11, East Side Addition to the City of Olympia, as
9 recorded in Volume 4 of Plats, Page 2.

10 In Thurston County, Washington.

11 Subject to: Covenants, Conditions, Restrictions, Reservations, Easements and
12 Agreements of Record, if any.

13 Tax Parcel Nos. 4560110100, 45601101300.

14 Examination of the records discloses that the northern half of the alley between
15 the above-described lots and between the properties of the Plaintiffs and the Holmquists as
16 described above has never been vacated of record, but has never been opened.

17 2.2 In an action filed on April 13, 2001, in this Court, Case Number 01-2-00667-
18 1, Wayde and Susan Holmquist obtained ownership of the southern half of the alley described
19 above via a Judgment and Decree Quieting Title filed on April 25, 2001.

20 2.3 Defendant, City of Olympia, is a municipal corporation located in
21 Thurston County, Washington.

22 1. PLAT. The plat of East Side Addition to Olympia was platted and filed March 15,
23 1890, in Thurston County, as shown in Volume 4 of Plats page 2, records of the Thurston County

1 Auditor. That alley in portions of Block 11, as described above, adjoining the property of
2 Plaintiffs' is part of the East Side Addition to the City of Olympia.

3 2. STREETS. At the time of the platting of the plat East Side Addition to Olympia,
4 certain areas were dedicated as rights of way for public streets and alleys. Included in the
5 dedicated area was the right-of-way shown as an alley between Lots 1, 2, 10, 11, 12, 13 and 14,
6 all in Block 11 of said plat. This alley as it adjoins Plaintiffs' property has never been developed
7 or opened as a public street and has never been used as a public way by any person since the time
8 of the dedication of the plat.
9

10 3. LAW. Laws of 1889-1890, Section 32, Chapter 19 provides:

11 Any county road, or part thereof, which has heretofore been, or
12 may hereafter be authorized, which remains unopened for
13 public use for the space of five years after the order is made or
14 authority granted for opening the same, shall be and the same is
hereby vacated, and the authority for building the same barred
by lapse of time.

15 See also Laws of 1890, page 603, § 32; Ballinger's Code, § 3803; Laws of 1909, page
16 188; Rem. Code, § 5673.

17 This law was in effect at the time of the recording of the plat of East Side Addition to
18 Olympia for more than five years thereafter. This law applies to this case.

19 The rights of way known as the alley between Lots 1, 2, 10, 11, 12, 13 and 14, all in
20 Block 11 of said plat was a county road or right of way which remained unopened for five years
21 within the meaning of the above-cited statute, and accordingly was vacated by operation of law
22 five years after the right of way had been dedicated, but remained unopened.
23

24 WHEREFORE, Plaintiffs seeks a decree which will grant the following relief:

25 COMPLAINT TO VACATE
26 STREET AND TO QUIET TITLE- Page 3

CULLEN PALMER LAW OFFICE LLP
SUITE 104
606 COLUMBIA ST NW
OLYMPIA, WASHINGTON 98501
(360) 786-5000

1 1. The right of way known as the alley between Lots 1, 2, 10, 11, 12, 13 and 14, all
2 in Block 11 of said plat all in the East Side Addition to Olympia as alleged be declared vacated.

3 2. That title to that vacated right of way or street be vested according to law as
4 follows:

5 The northern half of the alley between Lots 1, 2, 10, 11, 12, 13 and 14, all in
6 Block 11 of said plat all in the East Side Addition to Olympia as recorded in
7 Volume 4 of Plats, page 2.

8 3. For such other and further relief as the court deems appropriate and just.

9 Dated this 21ST day of APRIL, 2014.

10
11
12 

13 BENJAMIN EDWARDS, WSBA NO. 43716
14 Attorney for Plaintiffs

STREET VACATIONS AND ANCIENT RIGHTS OF WAY

by

Linda M. Youngs
Hanson, Baker, Ludlow and Drumheller, P.S.
Bellevue, WA

and

Gail Gorud
Thomas, Gorud & Graves
Kirkland, WA

I. STREET VACATIONS

The first portion of this paper is designed to give the practitioner an overview of the law of street vacations and to highlight areas of special interest.

1. BASIC STATUTORY AUTHORITY

All cities are governed by ch. 35.79 RCW when they vacate a street. (RCW 35A.47.020 directs code cities to follow ch. 35.79 RCW). The procedures are set forth clearly by statute which has not changed significantly since it was enacted in 1901.

2. PROCEDURE

2.1 Commencement of Street Vacation

A vacation may be commenced by a petition to the council signed by the owners of more than two thirds of the property abutting the street or alley sought to be vacated. RCW 35.79.010. No guidance is given in the statute as to how to measure two thirds of the property. Is it based on lineal front footage, square footage or assessed valuation?

A vacation may also be commenced by a resolution of the legislative body. RCW 35.79.010.

2.2 Hearing

Once a petition or resolution has been filed with the clerk, the legislative authority shall fix a time within not less than 20 days nor more than 60 days when the proposed vacation will be heard by the legislative authority or a committee thereof.

2.3 Posting the Hearing

RCW 35.79.020 requires the clerk to post a notice of the vacation hearing in three of the 'most public places in the city' and 'in a conspicuous place on the street or alley sought to be vacated.'

If the vacation is initiated by resolution of the legislative authority, the clerk shall also, 15 days before the hearing, give notice by to all abutting property owners or reputed owners as shown on the rolls of the county treasurer of the pending street vacation. If 50% of the owners protest the vacation in writing, the city shall be prohibited from proceeding. RCW 35.79.020

(Practice Tip: The notice to abutting owners should advise them of their rights under RCW 35.79.020 to protest the street vacation and of the form of protest which must be made.)

2.4 Standing to challenge street vacation.

Street vacation is a legislative act; only two classes of people can challenge a proposed vacation: a) abutting property owners; and b) non-abutting owners who can show special injury.

Property owners having property which abuts on a portion of the street being vacated are considered abutters. London v. Seattle, 93 Wn.2d 657, 660, 611 P.2d 781 (1980). One is an abutter if there is no intervening land between the property and the street. London v. Seattle, 93 Wn.2d at 661.

Non-abutters claiming special injury must show injury "different, in kind and not merely in degree, from that sustained by the general public." Hoskins v. Seattle, 7 Wn. App. 957, 962, 503 P. 1117 (1972). Less convenient access does not constitute special damage. Capitol Hill Methodist Church v. Seattle, 52 Wn.2d 359, 324 P.2d 1113 (1958); Hoskins v. Kirkland, supra. A non-abutting landowner must be landlocked or have its access "substantially impaired" to show special injury. (Note: Direct vehicular access has never been stated as the test for special damage. Is a property landlocked if it has pedestrian access?) If there is an "overriding public benefit," special injury may not be found even if the property owner is landlocked. Hoskins v. Kirkland, supra.

2.5 Grounds for Challenges to Street Vacation.

2.5.1 Effect on Vested Rights. Because street vacations are legislative, courts will not review the decision unless there is a showing of "collusion, fraud, or interference with a vested right. . . ." Fry v. O'Leary, 141 Wash. 465, 469, 252 Pac. 111 (1927).

Vested rights belong to abutting property owners on any portion of a street which is being vacated who have "a special right and a vested interest in the right to use the whole of the street for ingress and egress, light, view, and air, and if any damages are suffered by such an owner, compensation is recoverable therefor.

If a city vacates a portion of a street, e.g. the east 12 feet, that vacation may materially diminish the right of the abutter across the street to use the whole of the street for not only ingress and egress, but also light, air and view. The city may proceed with a vacation over the protest of the abutter, but will face the potential of paying compensation under Section 16, Article 1, Washington State Constitution. The value of light, air and view is often overlooked when evaluating a street vacation.

2.5.2 Presumption of Validity

Street vacation ordinances are presumed validly enacted for public use or purpose. The city may rely on that presumption in defending the case and the challenger must rebut that presumption. Hoskins v. Kirkland, supra.

"Only when there is no possible benefit to the public will the court review the legislative determination." Banchero v. City Council of Seattle, 2 Wn. App. 519, 523, 468 P.2d 724 (1970).

2.5.3 Private purposes

Street vacations are often necessitated to accommodate private development to create larger tracts of land for commercial purposes. Banchero v. City Council of Seattle, supra, established that with proper findings it will be difficult to find that a private purpose does not have a sufficient public component to meet the public purpose test. In Banchero the city vacated a street to facilitate a processing plant. The court held that a public

purpose was stated by establishing the city's need for dairy products, the increase in property taxes and the contribution of an increased payroll to the city's overall economy.

(Practice Tip: Be sure to have the council adopt findings which support the public purpose behind the street vacation.)

2.6 City Options

2.6.1 Retained Easements

A city may retain easements for construction, repair, and maintenance of public utilities.

2.6.2 Payment to City

A 1967 amendment to RCW 35.79.030 ensured that a city or town could require abutters to pay one-half of the appraised value of the area to be vacated. (Except see RCW 35.79.040 for streets abutting fresh or salt water). Full value may be required if the street was acquired at public expense instead of by dedication. Applicants should be required to submit an appraisal. Note that appraisers vary widely in their treatment of any easements to be retained.

(Practice Tip: If the appraisal seems too low, consider obtaining another at public expense. Where information conflicts, have the council make a finding as to fair market value).

Interesting appraisal issues exist where the zoning on opposite sides of the street is different and the per square foot value varies dependent upon the zoning. One side can end up paying more than the other side of the street for the vacated property.

3. TITLE TO VACATED PROPERTY

The general rule is that abutting property owners take to the center of the street on street vacation. RCW 35.79.040 provides:

If any street or alley in any city or town is vacated by the city or town council, the property within the limits so vacated shall belong to the abutting owners, one-half to each.

Note that conveyance of land abutting a private road is also presumed to carry title to the center of the private

road. McConiga v. Riches, 40 Wn. App. 532, 700 P. 2d 331 (1985).

3.1 Easements not vacated.

Care must be taken in a street vacation decision to address any private or public easements within the right of way being vacated. A street vacation does not vacate utility easements. These must be relocated or preserved to provide basic utility services. Also private easements for ingress and egress, which might be superimposed on the street right of way are not extinguished by the street vacation and they must be analyzed.

3.2 Special circumstances when the vacated right of way does not revert to the abutting owners.

3.2.1 Ownership of the underlying fee of a vacated street is said to depend upon "particular circumstances of each case." Rowe v. James, 71 Wash. 267, 128 P. 539 (1912).

Allocation of the vacated land must be done as equally and fairly as possible.

3.2.2. 100% of the vacated street can go to the owners on one side.

In Michelson Brothers, Inc. v. Baderman, 4 Wn. App. 625, 483 P.2d 859 (1971), the street being vacated fronted on second class tidelands and there was no owner on the waterward side. Under these circumstances, the street reverted to the abutting owners. However, they did not receive the street based on an extension of their property lines to the water. That would have left a no-man's land. Instead the court approved a division of the property on a basis which was fair, but not according to the property lines.

In London v. Seattle, 93 Wn. 2d 657, 617 P.2d 781 (1980) where the street being vacated had been dedicated entirely by the property owners on one side of the street, on vacation, 100% of the street reverted to the grantor.

The above rule was modified in Christian v. Purdy, 60 Wn. App. 798, 808 P.2d 164 (1991). The owner of property had dedicated a street along the perimeter of a plat. One hundred percent of the street was within the boundary of the plat although it served property on both sides of it. When the street was

vacated, it did not revert to the side of the street which had granted the street. It was divided in the middle. The rationale of the court was that because the original dedicator had also owned the additional property served by the road on the opposite side of the street, the property would revert to the owners on both sides pursuant to statute. A special exclusion in the deed would have been necessary for the street to revert to the owners within the plat only.

4. Vacation of Subdivisions

R.C.W. 58.17.212 provides for vacation of subdivisions. If streets or roads only within the subdivision are proposed for vacation, the procedures of ch. 35.79 or ch. 36.87 R.C.W. must be followed. If the entire subdivision including the streets is proposed for vacation, then RCW 58.17.212 applies. A city may retain land within the subdivision which have been dedicated for public purposes.

5. Streets Abutting Bodies of Water.

RCW 35.79.035, enacted in 1987, prohibits the vacation of public streets which abut bodies of fresh or salt water unless the vacation will improve shoreline access and use. The City must make a finding that the street is not suitable for port, beach or water access, boat moorage, launching sites, park, public view, recreation or education before it can be vacated. A survey must be made of all such facilities in the City before vacation. It will be very difficult to vacate a street end unless it is integrated into a larger public access plan which enhances public access.

6. ADDITIONAL RESOURCES

McQuillan, THE LAW OF MUNICIPAL CORPORATIONS (3d Ed,) 30.185 et seq.

Ch. 36.87 RCW Vacation of county roads

II. Ancient Right Of Ways (Vacation By Operation Of Law)

This portion of the paper is about the "Non-User" Statute and how it relates to unopened streets which were dedicated in plats. In 1890, the legislature passed the following statute:

Any county road, or part thereof, which has heretofore been or may hereafter be authorized, which remains unopen for public use for a space of five years after the order is made or authority granted for opening the same, shall be, and the same is hereby vacated, and the authority for building the same barred by lapse of time. Laws of 1889-90, Chapter 19, Section 32.

The following significant proviso was added to the above statute effective March 12, 1909:

Provided, however, That the provisions of this section shall not apply to any highway, street, alley or other public place dedicated as such in any plat, whether the land included in said plat be within or without the limits of any incorporated city or town, nor to any land conveyed by deed to the state or to any town, city or county for roads, streets, alleys or other public places.¹

PRESENT EFFECT

The substantially similar codified version is at RCW 36.87.090. An example of the effect of these provisions follows. Streets were dedicated in a plat which was recorded in 1890. At the time, the affected property was in an unincorporated part of the county. This area became a part of your city upon incorporation in 1905. No public use of the platted street had occurred prior to 1905. The platted street would have been vacated by operation of law prior to 1896.

Keep in mind that the Non-User Statute would not apply

¹ The proviso was added by laws of 1909, Chapter 90, Section 1 which contained an emergency clause and therefore became effective on March 12, 1909, the date on which it was approved by the governor. The operation of the non-user statute has been referred to as a Ballinger Code Vacation.

in any instance where:

1. The plat was recorded after March 11, 1904²; or
2. The platted street was annexed or incorporated into a city or town within five (5) years after the date of dedication.

The significance of the year 1904 is due to the case of Gillis v. King County, 42 Wn.2d 373 (1953). The Court in Gillis would not give the 1909 proviso retroactive effect due to vested rights. However, the Court held that no right was created unless the street remained unopened for the full five year period before the effectiveness of the 1909 proviso. The Gillis case does not shed much light on the overall purpose behind the non-user statute³.

The effect of the non-user statute upon streets platted on tidelands should be carefully analyzed. Streets platted on first-class tidelands (i.e. tidelands within two (2) miles of the corporate limits of any city), are not "county roads" within the meaning of this 1889-90 statute, and are not vacated if they are not developed within five (5) years. The legislative intent expressed in Laws of 1895, Chapter 178, Sections 52 and 54 and Chapter 179, Section 1, is that the public ways platted on tidelands of the first-class should be subject to the control of the city to which they are adjacent, whether or not they lie within the corporate

2 If dates become critical to you, note that the statutory language is "... dedicated as such in any plat...". You could focus on the date of the dedicator's signature, rather than the date of recording.

3 In Miller v. King County, 59 Wn.2d 601 (1962), the court explained that the 1889-90 Act provided an incentive to land owners to grant areas for public roads, with the assurance that, if the purpose of the grant was not accomplished within five years, a reversion of the authority to construct a road would result. This interpretation was considered consistent with the Code of 1881, Chapter 173, Section 2329 (RCW 58.08.015). Through the 1881 statute, the legislature had provided that a grant to the public made by plat would function as a quit claim deed. In Miller, the Court describes this grant as requiring the performance of a condition before the grant becomes operative, that is, the opening of the street as a condition to acceptance of its dedication. In 1962, the Court does not discuss the meaning of the 1909 proviso or mention its 1953 analysis. As far as plats are concerned, the stated legislative intent could have been served by vacating the entire plat rather than just the streets within.

limits of the city.⁴

HOW IT FUNCTIONS

The non-user statute is said to vacate streets by operation of law and to be self-executing. However, a judicial determination is necessary to free the land from the apparent record easement. Lewis v. Seattle, 174 Wash. 219, 224 (1933). King County advises that it does not begin taxing the private owner for the former right-of-way until the year after it receives a court order or other formal evidence of vesting. Still, the failure to obtain an adjudication is not viewed as restoring to the public any interest which it lost through non-user. Van Sant v. City of Seattle, 47 Wn.2d 196 (1955).

Title to streets vacated pursuant to the non-user statute continues to be subject to private easements. In other words, if the non-user statute operated to terminate all public interest in platted streets as of 1906, for example, it did not affect private easements over such land by those who had obtained their easement with reference to a plat and in reliance thereon. Brown v. Olmstead, 49 Wn.2d 210 (1956).

In a non-user statute situation, cities will want to consider a claim of prescriptive easement. See RCW 4.16.020. Even if the non-user statute vacated the street long ago, public use may have subsequently established a street easement by prescription based on a more recent claim of use.

A public road can be established by prescription when the use has been such as to clearly convey to the owner that a claim is made in hostility to his title. Watson v. County Comm'rs, 38 Wash. 662, 665 (1905).⁵ Even if the only evidence is of a foot path, that is sufficient to establish a public road. Hamp v. Pend Oreille County, 102 Wash. 184 (1918). The claim of prescription can be for the width of a roadway based on reasonable necessity under present circumstances. Primark v. Burien Gardens Assoc., 63 Wash.App. 900 (1992).

4 This paragraph is taken, nearly verbatim, from the MRSC Report, "Surveys, Subdivision and Platting, and Boundaries" (May, 1987 Edition). Unfortunately, this marvelous resource is out of print. Actually, most of the background information provided about the non-user statute comes from that 1987 report or its 1958 predecessor or from Ralph Thomas.

5 This useful point and the two that follow are from a Pam James Summary Judgment memorandum, shared by her.

Where a dedicated street has been vacated by operation of law but there is nothing in the records to show the vacation, a conveyance by lot or block carries with it the fee to the center of the street unless the street is expressly excluded. Turner v. Davisson, 47 Wn.2d 375 (1955). It appears that a city may, but is not obliged to, recognize that the abutting property owner also owns the platted street falling within the operation of the non-user statute when there is no formal instrument recognizing the vacation. Cities will want to address this when considering lot line adjustments or plats.

WHAT IS UNOPENED

A party asserting vacation of a dedicated roadway under the non-user statute has the burden of showing that the street was unopened for the required five-year period. Adams v. Skagit, 18 Wash.App. 146 (1977). If no public money was ever spent on improving the relevant street, focus on the absence of anything to prevent public use and the lack of possession by someone else. Argue that the test is whether the street was actually physically open for public use, unobstructed and unenclosed. Brokaw v. Stanwood, 79 Wash. 322 (1914).⁶

Some court cases have, instead, looked at what is not "opening". The non-user statute was held to have operated where no public use was ever made of an alley and only a portion thereof had ever been opened for use as a private driveway. Burkhard v. Bowen, 32 Wn.2d 613 (1949). Intermittent use by the public which was not systematic during the relevant five years was also not "opening". Turner v. Davisson, supra.

Presumably, evidence of an early period of public use, even if by foot, is best. A street "used only by pedestrians is nevertheless a public . . . street within the legal meaning of that term." Albee v. Town of Yarrow Point, 74 Wash.2d 453, 458 (1968). There should be no need for use to have been exclusive or for it to have continued after opening had occurred. It would appear that "opening" is also satisfied by the filing of a resolution or other record establishing the road in the office of the county engineer. Ellingsen v. Franklin County, 55 Wn.App. 532 (1989). In such event, no physical entry would be needed. However, in King County at least, such information is seldom discovered and most likely would require a search through unindexed minutes.

⁶ The foregoing analysis is again from the Pam James memorandum.

WHY NOW?

In the last several years, the non-user statute has been raised much more often in the City of Kirkland than in the preceding years. There may be widespread interest in it as in-filling becomes a hot topic. It may be useful to hear what developers are being told about the non-user statute. The following rather misleading information was provided as part of a 1993 seminar about survey issues:

"The developers of land which was platted before 1909 are cautioned to examine what is often referred to as Barringer's Rule [sic], which provides that platted streets which remained unopened for five years after the order granting authority to open them are thereafter vacated. A revision to the law in 1909 excepted streets or other public places dedicated as such from vacation."

PRACTICAL CONSIDERATIONS

Now that we have covered the background issues, we will look at how to respond to a non-user statute claim, rather than a legal analysis of the claim. Immediately after receipt by your city of a non-user statute claim, if not sooner, your city should decide whether it will consider voluntary recognition of the operation of the non-user statute, or whether a claimant would have to file a quiet title action in every instance.

In several instances, Kirkland has passed a resolution, after review, acknowledging the operation of the non-user statute. In such instances, it is not advisable to agree to the city signing a deed. This is because the city does not want to take a stand as to in whom title to the vacated street would vest. However, there may be situations where there is sufficient reason for the city to sign a quit claim deed. Note that a city resolution is not equivalent to an adjudication of title. However, the resolution is likely to cause a title company to state that title to the former platted street is vested in the abutter. For many owners, this would be enough external recognition.

REAL LIFE EXAMPLES

1. One non-user experience for the City of Kirkland concerned a project development application. Initially, the developer was seeking both a discretionary zoning permit and a street vacation. Public Works agreed that the proposed new street plan was satisfactory. Next, the developer requested that the City deed over the old platted rights-of-way due to the non-user statute. The request was for both the interior old platted streets and a portion of old platted right-of-way which extended into a present arterial.

The City's concerns included setting a precedent of giving up rights-of-way and possible need for sewer line easement in the future. The developer presented excellent background information including a consultant's historical analysis, a title company's history of deeds, copies of historical maps, a copy of a 1936 aerial photograph and written recollections from early residents. Research for the City turned up a file at the county engineers office on the establishment of a road which became the present arterial, including references to survey work back to 1906.

It was reasonable to conclude that there had been no public use of the interior platted streets. As to the portion next to the present arterial, there appeared to be a legal issue. Would the opening of a street in one portion of the plat constitute opening of the same street as to other blocks in the plat? The aerial photograph also suggested early presence of a road or a wagon path which may have served more than one resident and which ran near to a relevant block.

An agreement was reached under which the City passed a resolution relinquishing any interest in specified portions of platted rights-of-way, the owner granted the City a sewer easement, the developer revised a landscaping plan as preferred by the City, and the developer made a contribution to the City park and open space fund. Somewhat reluctantly, the City included in the resolution an acknowledgment that title to the said portions of rights-of-way "should be quieted in the abutting property owner, the owner of blocks 3 and 6 of said plat."

2. A second non-user statute circumstance for Kirkland was raised by opponents of a development. These opponents did not have an interest in land adjacent to the subject property or the platted right-of-way in question. Their stated objection was that the proposed access to the development utilized a portion of an old, unopened, platted right-of-way. If the non-user statute had operated as to that right-of-way, ownership of it would have vested in an absentee owner.

The opponents argued that the proposed plat could not be approved since the absentee owner had an ownership interest in the subject property and had not signed on the plat. The planning department took the position that the opponents did not have standing to raise this issue. The opponents' other argument for disapproval of the plat was based on the general public's interest in the adequacy of access to the plat. They argued that if the plat was approved, the absentee owner might disrupt that access after trees on the site had been cut down. The planning department took the position that there was no more reason

to speculate about the possibility of an affirmative action by the absentee owner than that other circumstances might lead to abandonment of the development after site work had started.

3. The third non-user statute instance to be discussed is of the greatest concern to the City of Kirkland. The old unopened rights-of-way at issue are ones which the City would like to have available for possible future street connections. The present abutting owner had heard that the City would probably recommend against vacation in the context of a street vacation petition. The non-user statute was first referenced in a summons and complaint. There is no pending nor anticipated interest by the owner in any discretionary approvals.

The City's review included a title company property history report, a site visit, and a check of the county engineer's records. There is no indication of any opening of the portions of the platted right-of-way which abut the subject property.

One theory of interest to the City is that an owner, in effect, re-dedicates right-of-way by treating the old platted right-of-way as right-of-way in a new building permit application. The presentation of this theory is hampered by the City's non-retention of single family residence building permit files. The City may explore a possible defense based on the history of the non-user statute. This would be to argue that a new claim would be subject to the exclusion for streets dedicated in plats.⁷

Another possibility is to explore the "practical location doctrines" for a theoretical approach. For example, perhaps boundaries which would preserve a right-of-way should be re-established through the doctrine of location by a common grantor. See Winans v. Ross, 35 Wn.App. 238, 241 (1983). The act of platting should constitute establishment of an agreed boundary. In this case, the pattern of development of the plat did treat the old platted right-of-way as a functional boundary. There is a correlation between the circumstance that development followed the pattern of the plat and the City's concern that the old platted street remain available for opening.

⁷ The basis of this argument is that the laws of 1937, Chapter 187, Section 70 repealed the Laws of 1909, Chapter 90. The non-user statute was reenacted by the Laws of 1937, Chapter 187, Section 52, substantially as it had been after 1909 (only a couple of insignificant word changes). The argument would be that, by now, a new claimant could not rely on the original non-user statute without the proviso being effective.

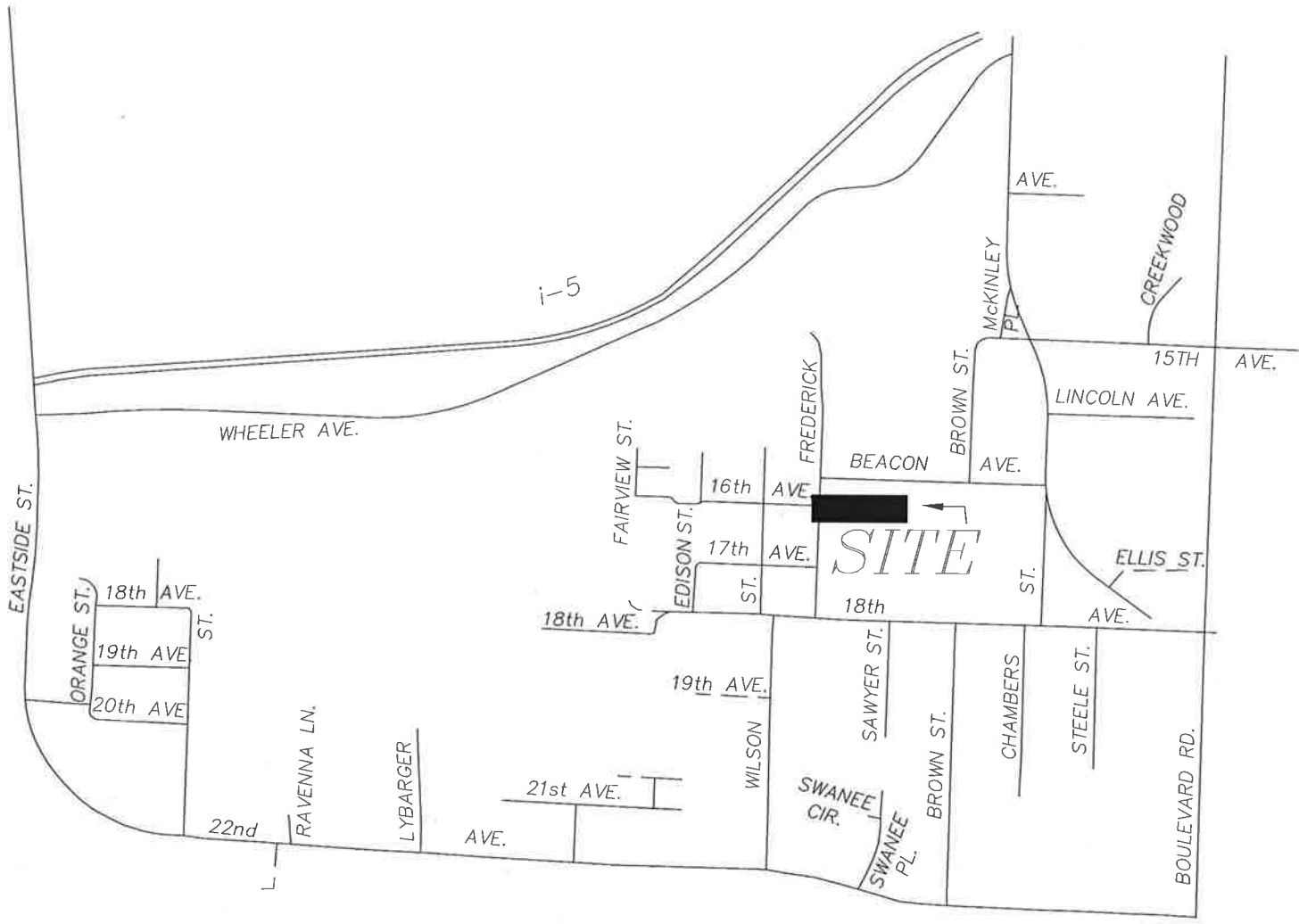
The City of Kirkland would appreciate your suggestions.

CONCLUSION

Cities where land was platted before 1905 should be concerned about the non-user statute. Development proposals which involve replatting or discretionary approvals present opportunities for avoiding non-user statute litigation. However, there may be no easy defense to a pure non-user statute claim. Unless other solutions are found, it may be advisable to develop procedures whereby abutting owners must re-dedicate old unopened rights-of-way as part of obtaining building permits or other approvals.

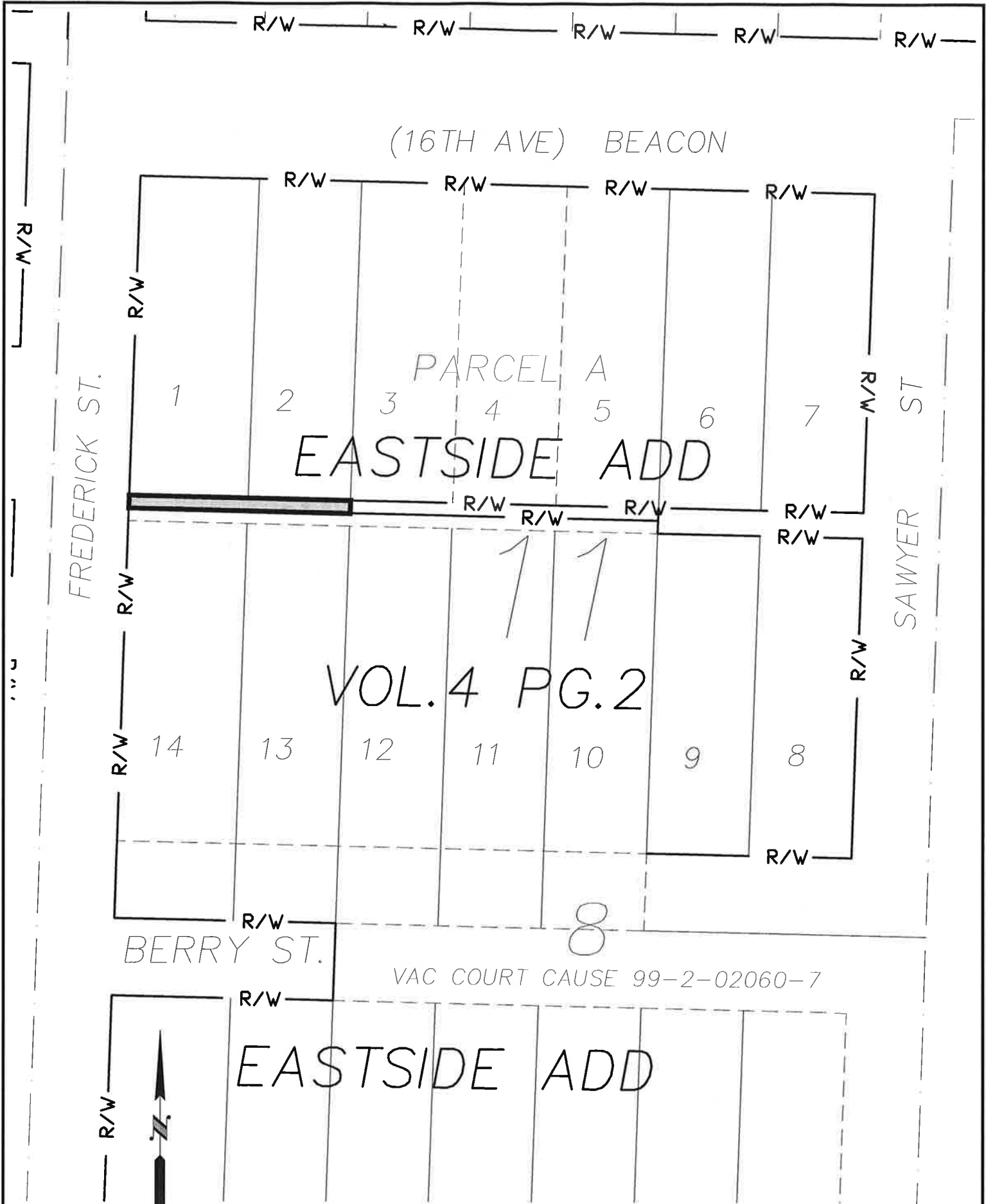
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VICINITY MAP

DATE: 5/20/2014		CITY OF OLYMPIA	
DWN	TM	CASE#14-2-00754-7	
CHK	LC	ALLEY VACATION	
SCALE: NTS		PAGE 1 OF 2	



(16TH AVE) BEACON

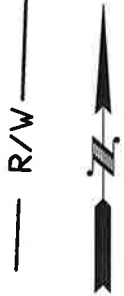
PARCEL A

EASTSIDE ADD

VOL. 4 PG. 2

VAC COURT CAUSE 99-2-02060-7

EASTSIDE ADD



SUBJECT ALLEY TO BE VACATED BY STATUTE

DATE: 5/20/2014		CITY OF OLYMPIA	
DWN	TM	CASE#14-2-00754-7	
CHK	LC	ALLEY VACATION	
SCALE: NTS			

City of Olympia

City Council

City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8447

Approval of a Transportation Improvement Board Grant Agreement for the Boulevard Road and Morse-Merryman Roundabout Project

Agenda Date: 6/10/2014

Agenda Number: 4.F

File Number: 14-0536

File Type: contract

Version: 2

Status: Passed

..Title

Approval of a Transportation Improvement Board Grant Agreement for the Boulevard Road and Morse-Merryman Roundabout Project

..Recommended Action

Committee Recommendation:

Not referred to a Committee.

City Manager Recommendation:

Move to approve and authorize the City Manager to sign the Transportation Improvement Board Grant Agreement documents accepting funding in the amount of \$1,622,381.

..Report

Issue:

Whether to approve the Transportation Improvement Board Grant Agreement for the Boulevard Road and Morse-Merryman Roundabout Project.

Staff Contact:

Randy Wesselman, Transportation Engineering and Planning Manager, Public Works
Transportation, 360.753.8477

Presenter(s):

None - Consent Calendar item.

Background and Analysis:

This proposal will construct a single-lane roundabout at the intersection of Boulevard Road and Morse-Merryman Road. Project improvements will include sidewalk, planter strips, bike lanes, streetlights, stormwater system upgrades, and underground overhead utilities. A roundabout will improve intersection safety and flow for motor vehicles and enhance the safety and comfort of bicyclists and pedestrians through the intersection. Studies show that traffic congestion at the intersection will exceed adopted City standards within the next six years. The roundabout will add travel capacity which ultimately enables the area to become more dense, as planned in the Olympia Comprehensive Plan.

The City completed a Boulevard Road Corridor Study with an extensive public involvement process in April 2006. The vision for Boulevard Road outlined in this study is to *maximize pedestrian and bicycle safety, while maintaining vehicle mobility*. To

Agenda Date: 6/10/2014

Agenda Number: 4.F

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minimize the number of lanes needed to serve vehicular traffic, the study recommended using roundabouts at three intersections along Boulevard Road. In 2010, the City constructed the first one at Boulevard Road and Log Cabin Road and the second one is currently under construction at the intersection of 22nd Avenue. This proposal for a roundabout at the intersection of Morse-Merryman Road will be the final one for the corridor.

The City Council approved and authorized staff to apply for a Transportation Improvement Board (TIB) Urban Arterial Program Grant for the Boulevard Road and Morse-Merryman Road Roundabout in August 2013.

In November 2013, the TIB selected the Boulevard Road and Morse-Merryman Road Roundabout project to receive grants funds in the amount of \$1,622,381. This grant is part of the overall funding strategy for the project. Receiving this funding allows construction to proceed as scheduled in 2017. Copies of the Transportation Improvement Board Grant Agreement documents are attached.

Neighborhood/Community Interests (if known):

The Boulevard Road and Morse-Merryman Roundabout is included in the 2014-2019 Capital Facilities Plan (CFP). The public has had the opportunity to review and provide comment on projects in the CFP.

Options:

1. Approve and authorize the City Manager to sign the Transportation Improvement Board Grant Agreement documents accepting funding in the amount of \$1,622,381. Grant funding will allow construction of this project to proceed as scheduled in 2017.
2. Reject the Transportation Improvement Board grant. The Boulevard Road and Morse-Merryman Roundabout project will not be constructed in 2017. Construction will be delayed until other funding is secured.

Financial Impact:

The Boulevard Road and Morse-Merryman Roundabout Project is funded as follows:

Transportation Improvement Board - Urban Arterial Program Grant	\$1,622,381
Local Match - Transportation Impact Fees	\$2,100,976
Local Match - Surface Transportation Program Grant	<u>\$1,346,043</u>
Total Project Cost:	\$5,069,400

Attachment(s):

TIB Grant Agreement
TIB Project Funding Status Form

Agenda Date: 6/10/2014
Agenda Number: 4.F
File Number: 14-0536



City of Olympia
8-5-195(016)-1
Boulevard Road
Morse-Merriman Roundabout

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Olympia
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Boulevard Road, Morse-Merriman Roundabout (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Olympia, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$1,622,381 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Signature of Chairman/Mayor Date

Executive Director Date

Print Name

Print Name



Transportation Improvement Board
Project Funding Status Form

Agency: **OLYMPIA**
 Project Name: **Boulevard Road
 Morse-Merriman Roundabout**

TIB Project Number: **8-5-195(016)-1**

Verify the information below and revise if necessary.

Return to:
 Transportation Improvement Board
 PO Box 40901
 Olympia, WA 98504-0901

PROJECT SCHEDULE

	Target Dates
Construction Approval Date	
Contract Bid Award	Dec 2016
Contract Completion	Oct 2017

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
OLYMPIA	0	
WSDOT	0	
Federal Funds	1,346,043	
Olympia Impact Fees & SEPA Mitigation Funds	2,100,976	
TOTAL LOCAL FUNDS	3,447,019	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title

City of Olympia

City Council

City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8447

Approval of Community Forestry Assistance Grant Interagency Agreement with the Washington State Department of Natural Resources

Agenda Date: 6/10/2014

Agenda Number: 4.G

File Number: 14-0561

File Type: contract

Version: 1

Status: Passed

..Title

Approval of Community Forestry Assistance Grant Interagency Agreement with the Washington State Department of Natural Resources

..Recommended Action

Committee Recommendation:

The Council Land Use and Environment Committee (LUEC) has been providing staff with direction on development of an Urban Forest Strategic Plan; however, LUEC has not had discussion or provided direction on entering into the Interagency Agreement with the Washington State Department of Natural Resources.

City Manager Recommendation:

Move to approve entering in an Interagency Agreement with the Washington State Department of Natural Resources for the purpose of using \$10,000 in awarded grant funds to develop an Urban Forest Strategic Plan.

..Report

Issue:

The City of Olympia has been awarded a \$10,000 Community Forestry Assistance Grant by the Washington State Department of Natural Resources (WADNR). Should Council approve the Interagency Agreement with WADNR accepting the grant funds and allowing use of the funds in creation of an Urban Forest Strategic Plan,

Staff Contact:

Stacey Ray, Associate Planner, Community Planning and Development, 360.753.8046

Presenter(s):

None- Consent Calendar Item.

Background and Analysis:

Community Forestry Assistance Grant

The Urban Forestry Program has experienced significant funding and staff reductions over the last four years, which have resulted in a decline in urban forestry staff, community services, and management activities. These issues were raised during 2014 budget discussions, and as a result, Council directed CPD staff to develop options for how to structure, fund, and manage or improve the Urban Forestry Program and the City's urban forest.

Agenda Date: 6/10/2014

Agenda Number: 4.G

File Number: 14-0561

To help in accomplishing this, CPD applied for and has been awarded a \$10,000 Community Forestry Assistance Grant to be used in developing an Urban Forest Strategic Plan. Funds for the Community Forestry Assistance Grants are provided by the USDA Forest Service Urban and Community Forestry Program and administered through the WADNR Urban and Community Forestry Program.

In order to formally accept the grant funds and for staff to begin work on the Urban Forest Strategic Plan, Council needs to approve entering into an Interagency Agreement with WADNR (Attachment 1).

Urban Forest Strategic Plan

An Urban Forest Strategic Plan provides direction on how to build a sustainable urban forestry program by identifying challenges, understanding existing conditions, establishing key objectives, and developing short and long-term strategies.

A Strategic Plan will provide a fresh look at the current program organization and responsibilities, and will provide City staff and Councilmembers with recommendations for how best to move the program forward in a sustainable way. Specifically, the Plan will address the following key objectives:

- Identify key existing and future challenges;
- Identify existing resources;
- Identify goals, strategies, and priorities;
- Identify the resources needed and potential sources for those resources;
- Provide recommendations for how to organize and structure the Urban Forestry Program; and
- Provide recommendations for short-term and long-term implementation actions

Please see Attachment 2 for a Powerpoint presentation shared by staff for LUEC on April 24, 2014. The presentation describes further what an Urban Forest Strategic Plan is and how it would provide options for how to structure, fund, and manage or improve the Urban Forestry Program.

It is the intent of staff to use the grant funds to hire a professional consultant to work closely with both staff and members of a volunteer advisory committee to develop the Urban Forest Strategic Plan. There is an existing sub-committee of the City's Parks and Recreation Advisory Committee (PRAC) that has provided LUEC with recommendations on moving the Urban Forestry Program forward, and has expressed a willingness to continue to participate in the development of the Strategic Plan.

Neighborhood/Community Interests (if known):

An Urban Forest Strategic Plan would have citywide impacts; it could potentially change how the current program is organized, how services are provided to residents, and how trees are managed citywide.

Agenda Date: 6/10/2014

Agenda Number: 4.G

File Number: 14-0561

Options:

1. Move to approve entering in an Interagency Agreement with the Washington State Department of Natural Resources for the purpose of using \$10,000 in awarded grant funds to develop an Urban Forest Strategic Plan.
2. Decline entering into an Interagency Agreement with the Washington State Department of Natural Resources; decline acceptance of the grant funds.

Financial Impact:

Entering into the Interagency Agreement will result in an additional \$10,000 in grant funds towards completion of an Urban Forest Strategic Plan. Declining to enter into the agreement would mean forfeiting the grant funds; staff would need to seek further direction from Council on whether or not to use existing resources to complete the Strategic Plan.



WASHINGTON STATE DEPARTMENT OF
Natural Resources
PETER GOLDMARK - Commissioner of Public Lands

INTERAGENCY AGREEMENT WITH THE City of Olympia

Agreement No. IAA-14-036/K244-12-DG-018
USDA Forest Service CFDA Number 10.664

This Agreement is between the City of Olympia and the Washington State Department of Natural Resources, Resource Protection Division, referred to as DNR.

DNR falls under authority of RCW Chapter 43.30 of Washington State, Department of Natural Resources. DNR and the City of Olympia herein after referred to as the Grantee, enter into this agreement under Chapter 39.34, Inter-local Cooperation Act.

The purpose of this Agreement is to develop an urban forest strategic plan with recommendations to the City Council.

IT IS MUTUALLY AGREED THAT:

1.01 Statement of Work. The Grantee shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Attachment "A".

1.02 The Grantee shall produce a mid-report by October 31, 2014, and a final report upon project completion summarizing work performed and evaluating the performance and results of this agreement.

2.01 Period of Performance. The period of performance of this Agreement shall begin upon final execution by both parties, and end on May 29, 2015, unless terminated sooner as provided herein.

3.01 Payment. Payment will not exceed ten thousand dollars (\$10000). Payment for satisfactory performance of work shall not exceed this amount unless the parties mutually agree to a higher amount before beginning any work that could cause the maximum payment to be exceeded. Payment for services shall be based on the rates and terms described in Attachment "B".

4.01 Billing Procedures. The Grantee shall submit invoices no more than 4 times during the period of performance stated in section 2.01. Payment to the Grantee for approved and completed work will be made by warrant or account transfer within 30 days of receiving the

invoice. When the contract expires, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

5.01 Records Maintenance. The Grantee shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by the City of Olympia in providing the services. These records shall be available for inspection, review, or audit by personnel of the DNR, other personnel authorized by the DNR, the Office of the State Auditor, and federal officials as authorized by law. The Grantee shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party will remain the property of the furnishing party, unless otherwise agreed..

6.01 Rights to Data. Intentionally Deleted.

6.02 Printed Materials

- All printed materials, signs, and other products including websites resulting from this grant must be reviewed by DNR prior to publishing.
- USDA Forest Service support shall be acknowledged in all publications or audiovisuals in accordance with 7 CRF 3015, Subpart 4, 3015.200. All projects must include an acknowledgement of funding sources, which may be recognized as follows:

“Funds for this project were provided by the USDA Forest Service Urban and Community Forestry Program, administered through the State of Washington Department of Natural Resources Urban and Community Forestry Program.”

Appropriate agency logos may be used in addition to the above statement, and are supplied to successful applicants. Logos may also be found on the DNR UCF grant resources webpage at http://www.dnr.wa.gov/ResearchScience/Topics/UrbanForestry/Pages/rp_urban_grant_resources.aspx.

- USDA Equal Opportunity statement must be included in all publications:

“The USDA is an equal opportunity provider and employer.”

7.01 Independent Capacity. The employees or agents of each party who are engaged in performing this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

8.01 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

9.01 Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, the terminating party shall be liable to pay only for those services provided or costs incurred prior to the termination date according to the terms of this Agreement.

10.01 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

11.01 Disputes. If a dispute arises, a dispute board shall resolve the dispute like this: Each party to this agreement shall appoint a member to the dispute board. These board members shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms, applicable statutes and rules, then determine a resolution. The dispute board's determination shall be final and binding on the parties.

12.01 Governance. This contract is entered into 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.

If there is 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:

- (1) Applicable State and federal statutes and rules (See Minimum Federal Requirements - Attachment C);
- (2) Statement of Work; and
- (3) Any other provisions of the agreement, including materials incorporated by reference.

13.01 Assignment. The work to be provided under this Agreement and any claim arising from this agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

14.01 Waiver. A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

15.01 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

16.01 Insurances. DNR is a part of the State of Washington and is protected by the State's self-insurance liability program as provided by Chapter 4.92 RCW. Grantee is protected through the Washington Cities Insurance Pool (WCIA). These agencies have entered into this agreement to provide/perform the Urban Forest Strategic Plan described therein. This agreement will terminate on the date listed in the period of performance. The agencies agree to share responsibility equally for losses that arise out of this agreement. The insurance requirements of this section shall be deemed satisfied by Grantee's Proof of Coverage from WCIA evidencing the coverage limits set forth in this section.

- (1) General Insurance Requirements

At all times during the term of this agreement, the Grantee shall, at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the agreement at DNR's option.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by DNR. Any exception must be reviewed and approved by the DNR Risk Manager or in the absence of, the Contracts Specialist at FMD, before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Before starting work, Grantee shall furnish DNR, with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the bid/proposal, if applicable, and Agreement. Said certificate(s) shall contain the Contract number IAA-14-036/K244-12-DG-018, name of DNR Project Manager, a description, and include the State of Washington, DNR, its elected and appointed officials, agents, and employees as additional insured on all general liability, excess, umbrella and property insurance policies.

Grantee shall include all subgrantees as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subgrantee. Subgrantee(s) must comply fully with all insurance requirements stated herein. Failure of subgrantee(s) to comply with insurance requirements does not limit Grantee's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by DNR. Grantee waives all rights against DNR for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Agreement.

DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

- (1) Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give DNR 45 days advance notice of cancellation or non-renewal. If cancellation is due to nonpayment of premium, DNR shall be given 10 days advance notice of cancellation.
- (2) Insurers subject to Chapter 48.15 RCW (Surplus lines): DNR shall be given 20 days advance notice of cancellation. If cancellation is due to nonpayment of premium, DNR shall be given 10 days advance notice of cancellation.

In lieu of the coverages required under this section, DNR at its sole discretion may accept evidence of self-insurance by the Grantee, provided Grantee provides the following:

Grantee shall provide a statement by a CPA or actuary, satisfactory to DNR that demonstrates Grantee's financial condition is satisfactory to self-insure any of the required insurance coverages.

DNR may require Grantee to provide the above from time to time to ensure Grantee's continuing ability to self-insure. If at any time the Grantee does not satisfy the self-insurance requirement, Grantee shall immediately purchase insurance as set forth under this section.

By requiring insurance herein, DNR does not represent that coverage and limits will be adequate to protect Grantee and such coverage and limits shall not limit Grantee's liability under the indemnities and reimbursements granted to DNR in this contract.

The limits of insurance, which may be increased by DNR, as deemed necessary, shall not be less than as follows:

- (1) Commercial General Liability (CGL) Insurance: Grantee shall maintain general liability (CGL) insurance, and, if deemed necessary as determined by DNR, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 for a general aggregate limit. The products-completed operations aggregate limit shall be \$2,000,000.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent Grantees, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) conditions.

- (2) Employers Liability (Stop Gap) Insurance: If Grantee shall use employees to perform this contract, Grantee shall buy employers liability insurance, and, if deemed necessary as determined by DNR, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (3) Business Auto Policy (BAP) Insurance: Grantee shall maintain business auto liability and, if deemed necessary as determined by DNR, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

Grantee waives all rights against DNR for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

- (4) Workers' Compensation Insurance: Grantee shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Grantee and required by contract to be provided to employees of any subgrantee or sub-subgrantee. Coverage shall include bodily injury (including death) by accident or

disease, which arises out of or in connection with the performance of this contract. Except as prohibited by law, Grantee waives all rights of subrogation against DNR for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

Grantee shall indemnify DNR for all claims arising out of Grantee's, its subgrantee's, or sub-subgrantee's failure to comply with any State of Washington workers' compensation laws where DNR incurs fines or is required by law to provide benefits to or obtain coverage for such employees. Indemnity shall include all fines, payment of benefits to Grantee or subgrantee employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to DNR by Grantee pursuant to the indemnity may be deducted from any payments owed by DNR to Grantee for performance of this Contract.

- (5) To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless DNR, its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees. Grantee expressly agrees to indemnify, defend, and hold harmless DNR for any claim arising out of or incident to Grantee's or any subgrantee's performances or failure to perform the Agreement. Grantee's obligation to indemnify, defend, and hold harmless DNR shall not be eliminated or reduced by any actual or alleged concurrent negligence of DNR or its agents, agencies, employees and officials. Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its agencies, officials, agents or employees.

17.01 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

18.01 Contract Management. The Project Coordinator for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the project coordinator.

19.01 Project Coordinators.

- (1) The Project Coordinator for the Grantee is Stacey Ray. Telephone Number 360-753-8046.
- (2) The Project Manager for DNR is Linden Lampman, Urban and Community Forestry Program Manager, Telephone Number 360-902-1703.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Grantee

Dated: _____, 20__

By: _____

Title: _____

Address: _____

Phone: _____

DUNS # _____

Approved as to Form


Assistant City Attorney

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__

By: _____
Albert Kassel

Title: Division Manager

Address: 1111 Washington St SE
Olympia, WA 98504-7037

Interagency Agreement
Approved as to Form 9/29/97
By the Assistant Attorney General
State of Washington

Received by:

FEB 28 2014

Resource Protection



2014 Community Forestry Assistance Grant Proposal APPLICATION FORM

Project name (five words or less) Urban Forest Strategic Management Plan
 Location (City) Olympia Tree City USA Y N
 Name of Applicant (Organization) City of Olympia
 Daytime Phone # (360) 753-8046 Applicant's Federal I.D. Number 91-6001261
 Address of Applicant PO Box 1967
 City Olympia State WA Zip 98507
 Contact Person Stacey Ray Daytime Phone # (360) 753-8046
 Fax # (360) 753-8087 E-mail Address sray@ci.olympia.wa.us

Brief Description of Project and Objective:

Olympia's project objective is to develop a Urban Forest Strategic Management Plan.

Is this project currently funded through another entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Was this project previously funded through another entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

DNR funds requested	from budget work sheet	\$ <u>10,000.00</u>
Applicant share	from budget work sheet	\$ <u>5,425.00</u>
In-kind share	from budget work sheet	\$ <u>1,107.00</u>
Cash share	from budget work sheet	\$ <u> </u>
Total amount of project	from budget work sheet	\$ <u>16,532.00</u>

By signing this grant proposal application form, the undersigned agrees that all information is accurate to the best of their knowledge.

Stacey Ray, Associate Planner

Name and Title of Authorized Representative

2/28/14
Date

Stacey Ray
Signature of Authorized Representative

2/28/14
Date

2014 Community Forestry Assistance Grant Proposal: Urban Forest Strategic Management Plan

City of Olympia

Section 4.2 Overall Project

Background

The City of Olympia first established its Urban Forestry Program (Program) in the early nineties. At one point, it was staffed by three full-time professionals and was responsible for a variety of management activities: regulatory development review, street tree planting, tree risk management, and education and outreach. The City's program was often cited as a regional model for best practices, and frequently initiated innovative and new projects.

However, when the national recession began to impact the City budget in 2008, the once-thriving program was significantly curtailed by funding reductions. Special projects were halted, followed by the elimination of a very popular neighborhood street tree planting program. The Urban Forester position was reduced to half-time in 2011 with additional duties added in 2012. A major winter storm in 2012 depleted funds for tree risk management, and competing demands on the Parks, Arts, and Recreation Department staff left few resources for street tree maintenance.

Since that time, the Program has continued, but only providing core services with an emphasis on administering the tree protection and replacement development regulations and very limited tree risk mitigation. The impacts of such a drastic reduction are beginning to be felt as street trees citywide need to be assessed, pruned, removed, and replaced.

City staff members have made efforts to respond to the emerging needs; however, responses are often temporary measures that are not sustainable, long-term solutions. Continued funding limitations have also impacted the City's ability to coordinate and prioritize urban forestry activities across departments.

The City Council has become increasingly aware of the worsening situation, but in particular earlier this year when downtown residents and business owners were alerting Councilmembers to concerns about trees impacting street lights

and downtown safety. With their attention on street trees, the City Council has asked staff to take a clear, hard look at what needs to be done, and what funding sources are needed to respond to the community and maintain a safe and healthy urban forest citywide.

Commitment

Olympia has been a Tree City USA for over 20 years, and despite the recent reductions in education and programming, there is a widespread awareness of the benefits of trees and strong community support for urban forestry. For example, the City is in the final phase of adopting an updated Comprehensive Plan (Plan) to guide how the City will grow and develop over the next 20 years. During the visioning and comment phases of the update, citizens commented often that trees play an integral role in Olympia staying a desirable place to live and work. The Plan's proposed vision statement imagines "[a] dense tree canopy throughout the City [that] provides aesthetic, health, environmental, and economic benefits." Policies throughout the Plan support tree preservation, protection, and planting.

Secondly, a new sub-committee of the City's Parks, Arts, and Recreation Advisory Committee (PRAC) has formed around urban forestry issues. This sub-committee is made up of PRAC members, members of the Olympia Planning Commission and Utility Advisory Committee, and community members with an interest or expertise in the care of trees. This group has taken a committed "grass roots" approach to learning about the City's existing resources and developing recommendations for how to enhance the urban forestry program.

The Council has recently responded to community input and concern, and staff concerns by giving staff two important directives: address the downtown street trees immediate maintenance needs, and provide recommendations how best to restore urban forest management services to the community. The second half of the directive comes at a critical point for the Urban Forestry Program.

Planning

The City Council directive and dedication of partial funding has created an opportunity for the City to develop an Urban Forest Strategic Management Plan (Management Plan) for Council consideration. However, with only a half-time

Urban Forester and very little staff capacity elsewhere to develop the Management Plan, the City is applying for a Community Forestry Assistance Grant to hire a professional consultant to work with the PRAC Sub-Committee and provide recommendations based on best management practices that ensure a new unbiased, fresh, and professional approach.

The purpose of developing the Management Plan is to determine recommendations for the City Council on how the Program should best be organized, administered, and funded going forward. There is a need to realign the Program framework to better reflect existing conditions, as well as enable the City to be prepared to capitalize on a number of new and exciting opportunities to:

- Commit to collaborating with the non-profit Forterra on developing a Green Cities Partnership, which would significantly expand the capacity and impact of the City's existing Parks Stewardship Program;
- Engage volunteers who are passionate about urban forestry, like the PRAC sub-committee that is meeting regularly to discuss issues;
- Integrate innovative new land cover analysis data into the City's urban forestry management practices;
- Design and implement green infrastructure for a new streetscape frontage for a major downtown transportation corridor downtown with technical design assistance from the Environmental Protection Agency;
- Complete a widespread revision to the Development Code to integrate new low impact development best practices as required by the Washington State Department of Ecology in 2016.

To provide the City Council with recommendations in response to their directive, the consultant will be asked to address the following objectives in developing a Management Plan for the City:

- Identify key challenges the program faces moving forward;
- Identify the resources available, including funding, policies and regulations, technical expertise, data, and software, tools or equipment;
- Identify goals and areas of action for addressing the key challenges;
- Identify resources needed to implement the goals and actions;
- Provide options for how the program can be organized and administered;
- Provide options for how to engage community volunteers; and
- Make recommendations for short and long-term implementation.

If selected, the City would begin work on executing the grant proposal immediately. This would support having the consultant's work completed by September for Council's discussions on next year's budget allocations.

Support

Support for this initiative is strong. Staff from Community Planning and Development, Public Works, and Parks, Arts, and Recreation all recognize that there is a need to efficiently direct existing resources, define department and staff roles, and determine a long-term model for managing the urban forest going forward. The disjointed and reactive model in place now is not efficient or sustainable.

The City Council has provided clear direction to staff to bring forward recommendations for how to continue the Urban Forestry Program. They have further supported this directive with the equivalent of a quarter-employee in funding; however, not enough to fund a well-developed, in-depth analysis and recommendations as needed for a long-term and sustainable solution.

Lastly, through formal planning processes, City's Advisory Committees, and comments directed to the City Council, community members have expressed a strong desire to see the City develop a Management Plan. Please see an enclosed letter of support from Mr. Thad Curtz and Mr. Robert Dengel, both of whom in their Advisory Committee roles have engaged in discussions on the future of urban forest management in Olympia.

Impacts

The national recession sent a clear message to local governments that the way some services are provided makes them extremely vulnerable to economic conditions. Urban Forestry was one program area that suffered greatly during the last few years; however, the experience is one that creates an opportunity to reflect on what it means for a program to be "sustainable."

By working closely with a consultant, across departments, and in consultation with community members, Olympia has an opportunity to recreate an Urban Forestry Program from a new perspective emphasizing resilience and nimbleness to better adapt to changing environmental and economic conditions.

A resilient and adaptive Program may include diversifying skillsets, greater community participation and investment, innovative funding sources, new partnerships, or training across departments. Being adaptive also means ensuring regular program evaluation and an ability and willingness to make adjustments as needed.

The City will benefit from having a Management Plan, because it will establish:

- An inventory of existing expertise, tools, and funding resources;
- Department roles and responsibilities;
- Actions to implement the new Comprehensive Plan; and
- Considerations for management and Council annual budgeting process.

Budget

It is our intent to use \$10,000 in grant funds to hire a consultant to prepare the Management Plan. Matching funds will be provided in the form of staff time (from Community Planning and Development, Parks, Arts, and Recreation, and Public Works) and volunteer time (City Advisory Committees and Commissions).

Please see attached Budget Worksheet for additional details. While we anticipate that there will be a significant dedication of staff and volunteer time to support the consultant; the worksheet includes estimates, which may vary depending on the consultant hired and the extent of staff support required.

Follow-up Activities

Staff will first submit the Management Plan findings to Council for budget and work plan approval so they can be implemented; we will position us to meet and exceed current professional standards. Staff will also be able to take full advantage of emerging opportunities, such as entering into a partnership with Forterra and updating the tree preservation regulations for low impact development.

Lastly, the City will be better positioned to seek grants to complete a citywide tree inventory and update the existing Master Street Tree Plan. Both of which are critical next steps for sustainable long-term management of the urban forest.



February 28, 2014

Ms. Nicki Eisfeldt
UCF Grant Coordinator
1111 Washington Street SE
Olympia, Washington 98501
MS-47037

Dear Ms. Eisfeldt:

We are writing, as the Chair of Olympia's Utility Advisory Committee and the Chair of the City's Parks and Recreation Advisory Committee's sub-committee on urban forestry, to support the City's application for a Community Forestry Assistance Grant.

The strains the recent recession placed on the City's budget have resulted in successive and ultimately dramatic reductions in the funding and staff available to support and develop Olympia's urban forestry resources. However, the community's interest in trees and desire to have more of them has not waned. As a result, there's been increasing public concern about the cuts. In the last 18 months, as the City's financial situation has begun to improve, both the Parks and Recreation Committee and the Utility Advisory Committee, which advises the Council about storm and surface water issues, have had ongoing discussions about how to restore and expand the City's forestry programs. These led to the establishment of our subcommittee, which is about to complete a set of general policy recommendations to the Council.

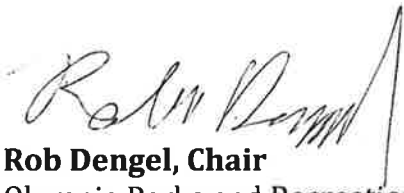
One of the first of these will be the need for a new Urban Forestry Plan; the current plan was completed in 2001, and only dealt with the management of street trees, not the long-term support and development of the City's canopy as an integrated whole. Since then, Olympia has grown and expanded a lot; the responsibilities for trees in the City have ended up parceled-out among a number of departments which communicate only intermittently; and ongoing research has added significantly to our understanding of the ecosystem services provided by urban forests. Citizens, the members of our Committees, staff, and Council all want to take a thorough and careful look at what our priorities, policies, and strategies should be in order to rebuild this program as effectively and successfully as we can.

This year's operating budget set aside some money for staff to draft a new plan, and we expect volunteer citizen participation will provide some help in that process. However, there's still not a

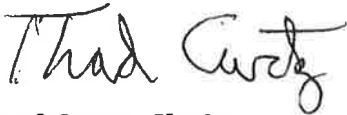
Ms. Nicki Eisfeldt
UCF Grant Coordinator
February 28, 2014
Page 2

lot of money available considering the amount of work that we think needs to be done. This grant would provide really valuable additional funding for this project, and we hope you will support it.

Best wishes,

A handwritten signature in black ink, appearing to read "Rob Dengel". The signature is written in a cursive style with a prominent vertical stroke at the end.

Rob Dengel, Chair
Olympia Parks and Recreation Advisory Committee's
Subcommittee on Urban Forestry

A handwritten signature in black ink, appearing to read "Thad Curtz". The signature is written in a cursive style with a prominent vertical stroke at the end.

Thad Curtz, Chair
Olympia Utility Advisory Committee

**BUDGET WORKSHEET**Applicant City of OlympiaProject Name Urban Forest Strategic Management Plan

ITEM	Grant	Applicant	In-Kind	Cash	TOTAL
Project Consultant, 100 hours @ \$100	\$10,000				
City Staff Project Support (research interviews, data collection, etc.)					
Various City Staff, 150 hours @ \$35		\$5,250			
Community Advisory Committee hours, 50 hours @ \$22.14			\$1,107		
Website and Social Media, City Staff, 5 hours @ \$35		\$175			
TOTAL	\$ 10,000	\$ 5,425	\$ 1,107	\$	\$ 16,532

Community Forestry Assistance Grant requests must be a minimum of \$3,000
and may not exceed \$10,000.

MINIMUM FEDERAL PROVISIONS

The Sub-recipient shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this agreement. "Sub-recipient" means the agency, firm, provider, organization, individual, or other entity performing services under this Agreement and shall include all employees of the Sub-recipient. The following list identifies specific federal provisions that may apply to the Sub-recipient under this Agreement but does not identify all such provisions.

1. Cost Principles. By accepting Federal assistance, the Sub-recipient agrees to abide by the applicable Office of Management and Budget (OMB) Circulars in the expenditure of federal funds and performance under this program. Below are the applicable Circulars.

OMB Circular A-87 – Cost Principles for State, Local and Indian Tribal Governments (2 Code of Federal Regulations (CFR) part 225).

OMB Circular A-122 – Cost Principles for Non-Profit Organizations (2 CFR part 230).

2. Administrative Requirements. OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments (7 CFR 3015, 7 CFR 3016, 2 CFR 225)

OMB Circular A-110 – Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (2 CFR part 215).

3. Audit Requirements. OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations. Only non-federal entities that expend \$500,000 or more federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, as amended, OMB Circular A-133. Sub-recipients expending less than \$500,000 in a year are exempt from federal audit requirements but must make records available for review or audit by federal agencies or DNR (7 CFR part 3025).

4. Executive Compensation. Sub-recipients must report the names and total compensation of each of the Sub-recipient's five most highly compensated executives for the Sub-recipient's preceding completed fiscal year to DNR by the end of the month following the month of the effective date of this Agreement, if:

In the Sub-recipient's preceding fiscal year, the Sub-recipient received-

- i.) 80 percent of more of its annual gross revenues from Federal procurement contracts (and sub-contracts) and federal financial assistance subject to the Transparency Act, as defined a 2 CFR § 170.320 (and sub-awards); and
- ii.) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and sub-contracts) and federal financial assistance subject to the Transparency Act, (and sub-awards); and
- iii.) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a) 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

5. Trafficking in Persons. The following prohibition statement applies to Sub-recipient, and all Sub-awardees of the Sub-recipient. Sub-recipient must include this statement in all sub-awards made to any private entity under this agreement.

YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AGREEMENT IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AGREEMENT IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AGREEMENT OR THE SUB-AWARDS UNDER THIS AGREEMENT. SUB-RECIPIENT MUST INCLUDE THE ABOVE REQUIREMENTS IN ANY SUB-AWARD UNDER THIS AGREEMENT.

6. Eligible Workers. Sub-recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC § 1324a). Sub-recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any sub-award under this agreement.

7. DUNS and CCR Requirements. Unless otherwise exempted from this requirement under 2 C.F.R § 25.110, Sub-recipient must maintain the currency of its information in the Central Contractor Registration (CCR) until submission of its final financial report required under this Agreement or Sub-recipient receives final payment, whichever is later.

Sub-recipient may not make a sub-award to any entity unless the entity has provided its Dun and Bradstreet Data Universal Numbering System (DUNS) number to Sub-recipient. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

8. Debarment and Suspension. Sub-recipient certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. Sub-recipient shall immediately inform the Federal funding agency and DNR if they or any of its principals become excluded, debarred, or suspended from entering into covered transactions with the federal government

according to the terms of 2 CFR Part 180. Additionally, should Sub-recipient or any of its principals receive a transmittal letter or other official federal notice of debarment or suspension they shall notify the Federal funding agency and DNR without undue delay. This applies whether the exclusion, debarment or suspension is voluntary or involuntary.

Sub-recipients are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include those procurement contracts for goods and services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000 or meet certain other specified criteria. 2 C.F.R. § 180.220 of the government-wide non-procurement debarment and suspension guidance contains those additional circumstances. All non-procurement transactions (i.e., sub-awards), irrespective of award amount, are considered covered transactions.

When a Sub-recipient enters into a covered transaction with an entity at a lower tier, the Sub-recipient must verify that the entity is not suspended or debarred or otherwise excluded. This verification may be accomplished by checking the *Excluded Parties List System (EPLS)* maintained by the General Services Administration (GSA), collecting a certification from the entity, or adding a clause or condition to the covered transaction with that entity (2 C.F.R. § 180.300)

9. Drug-Free Workplace. Sub-recipient agrees to make a good faith effort, on a continuing basis, to maintain a drug-free workplace as a condition for receiving this sub-award. Sub-recipient shall:

- a) Publish a drug-free workplace statement and establish a drug-free awareness program for its employees; and
- b) Take actions concerning employees who are convicted of violating drug statutes in the workplace.

Sub-recipient shall identify all known workplaces under this Agreement and keep this information on file during the performance of this agreement.

10. Non-Discrimination. During the performance of activities under this Agreement, the Sub-recipient shall comply with all federal and state non-discrimination laws, regulation and policies. In the event of the Sub-recipient's non-compliance or refusal to comply with any non-discrimination law, regulation or policy, this Agreement may be rescinded, cancelled or terminated in whole or in part, and the Sub-recipient may be declared ineligible for further agreements with DNR.

In accordance with Federal law and U.S. Department of Agriculture/Department of Interior policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

USDA – To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (202) 720-5964.

DOI – The formal complaint should be filed by you or your representative, using Department of the Interior Form DI-1892, with the Bureau or Office EEO Officer where the alleged discriminatory incident occurred or with the Director, Office for Equal Opportunity, 1849 C Street N.W., MS-1442 MIB, Washington, D.C. 20240. The DI-1892 form may be obtained from the EEO Counselor or the Bureau EO Office.

If you are filing a complaint against another agency go to <http://www.hhs.gov/ocr/civilrights/complaints/index.html>, for more information.

10. Lobbying. Sub-recipient shall not use funds from this Agreement to pay any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the Sub-recipient shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

Sub-recipient shall include the above language in documents for all sub-awards under this Agreement at all tiers.

12. Other Grant Specific Requirements. Identify other grant-specific federal requirements here unless already addressed in the Agreement and number each of them sequentially.

Note: For further information related to federal requirements that may apply to Sub-recipient under this Agreement, go to: <http://www.whitehouse.gov/omb/grants>

Urban Forestry

Part II: Urban Forest Strategic Plan

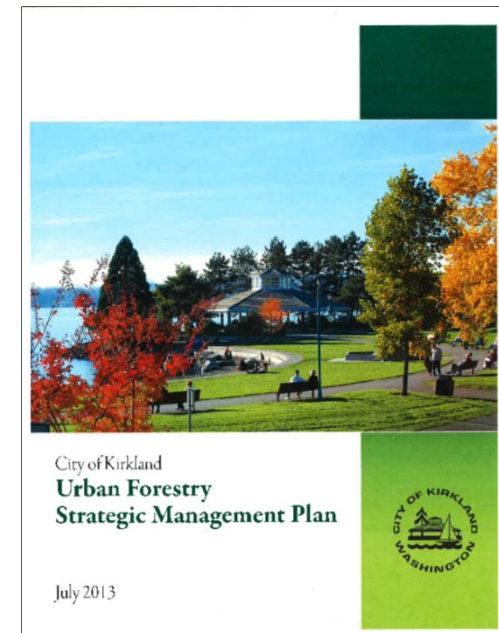
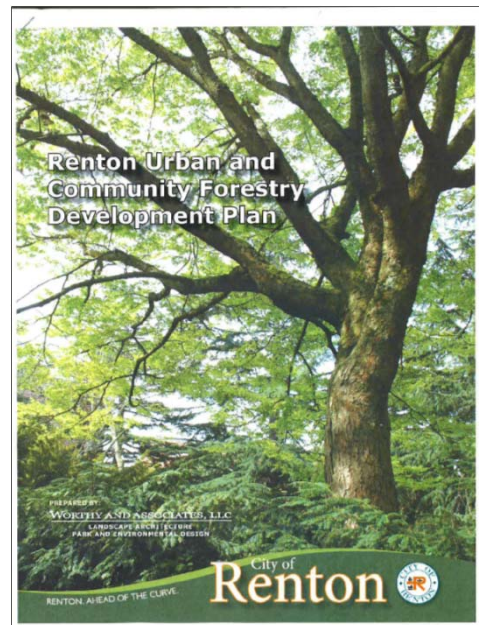
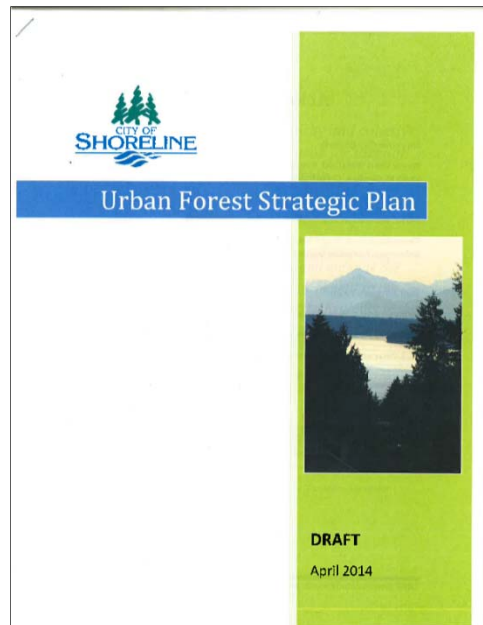
Stacey Ray, Associate Planner
Community Planning and Development



Urban Forest Strategic Plan

What is a strategic plan?

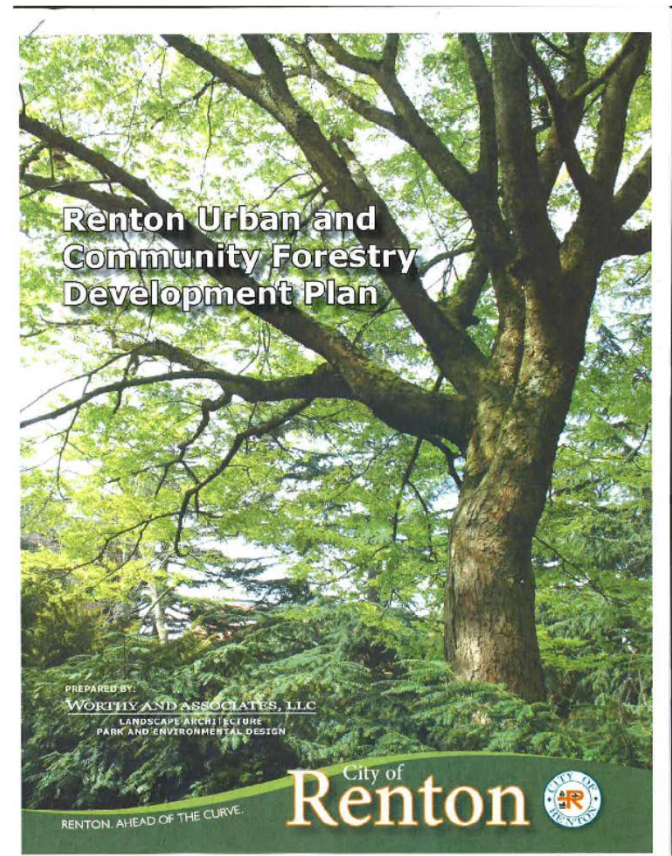
A Strategic Plan provides direction on how to build a sustainable urban forestry program by identifying challenges, understanding existing conditions, establishing key objectives, and developing short and long-term strategies.



Urban Forest Strategic Plan

Common Elements of a Strategic Plan:

- Current State of the Forest/Urban Forestry Program
- Vision and Mission Statements
- Current Issues/Challenges
- Goals
- Strategies
- Recommendations
- Performance Management



Urban Forest Strategic Plan

Why develop a Strategic Plan?

- Fresh look at the current program organization and responsibilities
- Be ready to take advantage of opportunities to coordinate internally or with new partners
- Grant funding and staff are committed
- Community interest is high
- Take advantage of lessons learned and move forward sustainably



Urban Forest Strategic Plan



What are the key objectives?

- Identify key existing and future challenges
- Identify existing resources
- Identify goals, strategies, and priorities
- Identify the resources needed and potential sources
- Recommendations for how to organize and structure the Urban Forestry Program
- Recommendations for short-term and long-term implementation actions

Urban Forest Strategic Plan

Next Steps...

- ✓ Establish an interdepartmental staff team
- ✓ Be awarded a WADNR/Forest Service grant
- Develop and distribute a Request for Qualifications (RFQ)
- Select a consultant
- Coordinate with the PRAC Sub-Committee and other Advisory Committees and stakeholders
- Develop an Urban Forest Strategic Plan
- Deliver to City Council (late summer/early fall)

City of Olympia

City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8447

City Council

Approval of Amendment to Ordinance 6903 (Operating Budget)

Agenda Date: 6/17/2014

Agenda Number: 4.H

File Number: 14-0546

File Type: ordinance

Version: 2

Status: 1st
Reading-Consent

..Title

Approval of Amendment to Ordinance 6903 (Operating Budget)

..Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve amending ordinance on second reading.

..Report

Issue:

Amendment to Ordinance 6903

Staff Contact:

Dean Walz, Fiscal Services Director, Administrative Services Department,
360.753.8465

Presenter(s):

Dean Walz, Fiscal Services Director

Background and Analysis:

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

To change the budget the Council must approve a new ordinance amending the budget. Generally, budgetary amendments are made quarterly. On occasion a budget change needs to be made between the quarterly updates and a separate ordinance will come before the council. These ordinances do not officially amend the budget ordinance, but does provide authorization to expend funds. The attached ordinance reflects ordinances which may have been adopted relating to the budget since the last quarterly update, and other proposed changes to the budget.

Four ordinances were passed since the adoption of ordinance 6903.

Ordinance 6901, which appropriated General Fund fund balance for the following purposes:

\$836,300 for the Equipment & Facilities Reserve Fund

\$500,000 for the Isthmus Park Project

\$325,000 for PSE - Street Light Conversion

Agenda Date: 6/17/2014

Agenda Number: 4.H

File Number: 14-0546

\$200,000 for Information Systems improvements
\$ 88,880 for the Parking Special Account

The above fund balance resources were generated from 2013 budget savings and revenues excess of anticipated revenues.

Ordinance 6906, which appropriated \$50,000 for Community Renewal Planning, funded from the General Fund fund balance.

Ordinance 6907, which appropriated \$200,000 for the Police Annex demolition project, funded from the City Hall Construction Fund.

Ordinance 6908, which appropriated \$233,070 for installation of solar panels at City Hall, funded by a \$183,070 grant from the State of Washington, Department of Commerce and \$50,000 from the City Hall Construction Fund.

Budget Items Not Previously Presented to the Council:

- 1) Appropriation of \$1,830 to be transferred to the General Fund, from the 1995 LTGO Bond Fund, which is being closed by the attached ordinance. This represents the residual balance in the Bond Fund.
- 2) Appropriation of \$10,000 for the development of an urban forest strategic plan. Funded by a community forestry assistance grant from the State of Washington Department of Natural Resources.
- 3) Appropriation of \$5,400 from the operation and maintenance of the Artesian Park. Funded by rent revenue from food vendors.
- 4) Appropriation of \$219,360 for lawn care education by the Storm & Surface Water Utility. Funded by a grant from the State of Washington Department of Ecology.
- 5) Appropriation of \$36,000 for the Zonar system. Funded from the Equipment Rental (Fleet) Fund fund balance. Zonar is a system which provides vehicle inspection reports, GPS opportunities, and real-time diagnostics.
- 6) Appropriation of \$16,845 to replenish budget expended providing services to the Oso landslide incident. Funding is through reimbursements from Snohomish County.
- 7) Appropriation of \$40,000 for additional sidewalk repair. Funding provided by a \$31,730 grant from the Washington Cities Insurance Authority, and by \$8,270 from the Insurance Trust Fund.
- 8) Appropriation of \$167,902 to be paid from the Storm & Surface Water Debt Fund. The Debt Fund is being created by the attached ordinance. The City recently received a grant which requires a separate Debt Fund be established. Funding is from funds already budgeted within the Storm & Surface Water Utility O&M Fund.
- 9) Public Works re-organized its administration functions. Due to re-org the

Agenda Date: 6/17/2014

Agenda Number: 4.H

File Number: 14-0546

indirect cost allocations for various sections was re-computed. This resulted in a change in allocations to various sections within Public Works. The changes require an additional appropriation in the General Fund of \$210,938. This appropriation is funded by additional revenue of \$230,912, resulting in a budget gain of \$19,974 in fund balance. Additionally, the Fleet Operating Fund requires an appropriation of \$39,783. This is off-set by \$16,500 in revenue, resulting in a net use of fund balance of \$23,283.

- 10) Appropriation of \$6,621 for microfilming costs related to a public records request. Funding is from fees charged for the costs of microfilming.
- 11) Appropriation of \$20,160 for lease payments of electric vehicles to the Fleet Operating Fund. Funding is from vehicle rental payments.

Neighborhood/Community Interests (if known):

None noted.

Options:

- 1) Approve ordinance amending ordinance 6903.
- 2) Do not approve the amending ordinance. The budget items would not be authorized.

Financial Impact:

The total increase in appropriations is \$3,208,089. The sources of funding for these appropriations are noted above.

Ordinance No.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO BUDGETS, FINANCE, AND SALARIES, AND AMENDING ORDINANCE NO. 6903.

WHEREAS, the City Council of the City of Olympia, having held a public hearing on the preliminary budget on November 12, 2013, as required by law, and having considered the public testimony presented; and

WHEREAS, the City Council of the City of Olympia passed ordinance 6888 on December 17, 2013; and

WHEREAS, the City Council of the City of Olympia passed ordinance 6903 on April 15, 2014; and

WHEREAS, throughout the year, updates are required to recognize changes relating to budgets, finance and salaries; and

WHEREAS, the City of Olympia received a loan from the State of Washington, Department of Ecology to benefit the Storm Surface Water Utility and the loan requires the City to have a separate fund for interest and principal payments on the loan; and

WHEREAS, all principal and interest of the Limited Tax General Obligation Bond Fund, 1995, have been paid and the Fund is no longer needed; and

WHEREAS, the following amendments need to be made to ordinance 6903;

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

Section 1. 2014 Budget. The budget for the calendar year 2014 is hereby adopted in the amounts and for the purposes as shown below; and the following sums, or so much thereof as shall severally be found necessary, are hereby appropriated out of any of the monies in the several funds in the City Treasury hereinafter named.

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
General, Regular Operations	\$73,667 \$2,053,873	\$62,876,804 \$63,619,652	\$62,950,471 \$65,673,525	
General, Special Sub- Funds				
Special Accounts	219,400	1,082,130	1,301,530	
Washington Center	5,000	253,154	258,154	
Municipal Arts	123,000		123,000	
Equip & Facilities Reserve	871,175	658,800	1,529,975	
Total General Fund	1,292,242 3,272,448	64,870,888 65,613,736	66,163,130 68,886,184	
4 th /5 th Avenue		565,921	565,921	

Corridor Bridge Loan				
LTGO Bond Fund, 1995	1,830		1,830	
LTGO Bond Fund - 2006 Parks		1,197,750	1,197,750	
UTGO Bond Fund – 2009 Fire		1,214,903	1,195,531	19,372
City Hall Debt Fund – 2009	1,032	2,420,886	2,421,918	
2010 LTGO Bond – Street Projects		438,213	438,213	
L.O.C.A.L. Debt Fund – 2010	1	178,280	178,281	
2010B LTGO Bonds - HOCM		405,063	405,063	
2013 LTGO Bond Fund		672,325	672,325	
Water Utility O&M	478,212	11,224,138	11,702,350	
Sewer Utility O&M	284,094	16,947,190	17,231,284	
Solid Waste Utility	386,021	9,665,331	10,051,352	
Storm Water Utility	76,607	4,595,500 4,814,860	4,672,107 4,891,467	
Water/Sewer Bonds		2,041,945	2,027,113	14,832
Stormwater Debt Service Fund		167,902	167,902	
Equipment Rental	18,285 78,812	1,632,800 1,668,216	1,651,085 1,747,028	
TOTALS	\$2,536,494 \$4,579,057	\$118,071,133 \$119,236,659	\$120,573,423 \$123,781,512	\$34,204

Section 2. Administration. The City Manager shall administer the budget, and in doing so may authorize adjustments within the funds set forth in Section 1 above, to the extent that such adjustments are consistent with the budget approved in Section 1.

Section 3. Salaries and Compensation. The salaries and compensation for the City of Olympia employees for the calendar year 2014 shall be as set forth in the "Supplementary Information" section of the 2014 Adopted Operating Budget document, or as the same may be amended by the City Manager as part of his administration of the budget pursuant to Section 2 above.

Section 4. Benefit Cost Sharing. The City Manager is authorized to modify and establish benefit cost sharing for City employees; and such programs may be based, in part, on an employee's start date with the City.

Section 5. Severability. The provisions of this ordinance are declared separate and severable. If any provision of this ordinance or its application to any person or circumstances is held invalid, the remainder of this ordinance or application of the provision to other persons or circumstances shall be unaffected.

Section 6. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 7. Stormwater & Surface Water Debt Service Fund. There is created a Fund known as the Storm & Surface Water Debt Service Fund for the purpose of paying principal and interest of debt obligations of the Storm & Surface Water Utility.

Section 8. Limited Tax General Obligation Bond Fund, 1995. The "Limited Tax General Obligation Bond Fund, 1995" created by ordinance 5509, is hereby closed and any funds remaining in the Fund shall be transferred to the General Fund.

Section 97. 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 Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8447

City Council

Approval of Amendment to Ordinance 6905 (Capital Budget)

Agenda Date: 6/17/2014

Agenda Number: 4.I

File Number: 14-0547

File Type: ordinance

Version: 1

Status: 1st
Reading-Consent

..Title

Approval of Amendment to Ordinance 6905 (Capital Budget)

..Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve amending ordinance on first reading and forward to second reading.

..Report

Issue:

Amendment to Ordinance 6905

Staff Contact:

Dean Walz, Fiscal Services Director, Administrative Services Department,
360.753.8465

Presenter(s):

Dean Walz, Fiscal Services Director

Background and Analysis:

To change the budget the Council must approve a new ordinance amending the budget. Generally, budgetary amendments are made quarterly. On occasion a budget change needs to be made between the quarterly updates and a separate ordinance will come before the Council. These ordinances do not officially amend the budget ordinance, but does provide authorization to expend funds. The attached ordinance reflects ordinances which may have been adopted relating to the budget since the last quarterly update, and other proposed changes to the budget.

One ordinance passed since the adoption of ordinance 6905.

Ordinance 6908 appropriated \$233,070 for the installation of solar panels at City Hall. That appropriation was funded by a transfer of \$50,000 from the City Hall Construction Fund and a \$183,070 grant from the State of Washington Department of Commerce. This ordinance authorizes the transfer to the Equipment & Facilities Reserve Fund to fund the project.

Budget Items Not Previously Presented to the Council:

Agenda Date: 6/17/2014

Agenda Number: 4.I

File Number: 14-0547

- 1) Appropriation of \$98,250 for the 4th Avenue Stormwater Retrofit project. Funding was provided by a grant from the State of Washington Department of Ecology.
- 2) Appropriation of \$10,000 to the Capital Improvement Fund for sidewalk repairs related to hazard tree removal. Funding provided by a transfer from the Insurance Trust Fund. Sidewalk repairs were also funded by an adjustment of \$7,500 from the hazard tree project and \$1,525 from the streetscape corridor project (final remaining funds). Total funds added to sidewalk repair were \$19,025.
- 3) Appropriations of \$30,000 of Park Impact Fees to be transferred to the Capital Improvement Fund to fund:
 - \$10,000 for a feasibility study of Phase IV of the Olympia Woodland Trail, funded by Open Space Impact Fees
 - \$20,000 for a new shelter at Priest Point Park, funded by Neighborhood Park Impact FeesThe ordinance also appropriates \$30,000 to the Capital Improvement Fund.
- 4) Appropriation of \$1,899,381 for the Boulevard/Morse-Merryman Roundabout Project. Funding of \$1,622,381 by a grant from the State of Washington Transportation Improvement Board and \$277,000 from Transportation Impact Fees. The ordinance also appropriates the transfer of \$277,000 from Transportation Impact Account.
- 5) Appropriation of \$281,000 for the Percival Landing "F" Float project. Funding of \$234,000 by a grant from the State of Washington, and \$47,000 from Community Park Impact Fees. The ordinance also appropriates the transfer of \$47,000 from Community Park Impact Account.

Neighborhood/Community Interests (if known):

None noted.

Options:

- 1) Approve ordinance amending ordinance 6905.
- 2) Do not approve the amending ordinance. The budget items would not be authorized.

Financial Impact:

The total increase in appropriations is \$2,722,631. The sources of funding of these appropriations are noted above.

Ordinance No.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE CAPITAL FACILITIES PLAN FOR THE YEARS 2014-2019; AND AMENDING ORDINANCE 6905.

WHEREAS, the Olympia City Council adopted the “Capital Facilities Plan,” herein referred to as “CFP,” for years 2014 through 2019 by passing Ordinance 6887 on December 17, 2013; and

WHEREAS, the City Council of the City of Olympia passed ordinance 6905 on April 15, 2014; and

WHEREAS, the CFP is periodically amended to recognize additional revenue and/or appropriations, as provided for in RCW 36.70A3130(2)(a)(iv), and;

WHEREAS, the following amendments need to be made to ordinance 6905:

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

Section 1. That certain document entitled the "Capital Facilities Plan," covering the years 2014 through 2019, a copy of which will be on file with the Office of the Director of Administrative Services and available on the City’s web site, is hereby adopted as the Capital Facilities Plan for the City of Olympia and is incorporated herein as though fully set forth.

Section 2. Upon appropriation by the City Council of funds therefore, the City Manager shall be authorized to prepare plans and specifications, to take bids and make expenditures for the projects set forth in the CFP during the year for which said projects are scheduled; provided that any award of bids and execution of contracts for construction shall be approved as provided in OMC Chapter 3.16.

Section 3. It is anticipated that the funding source and the construction schedule for projects identified in the CFP may be changed over the next year. Such changes shall not constitute an amendment to the Comprehensive Plan for purposes of RCW 36.70A.130.

Section 4. The Director of Administrative Services is hereby authorized to bring forward into fiscal year 2014 all appropriations and allocations not otherwise closed, completed, or deleted from prior fiscal years' capital budgets.

Section 5. Volume III of the Olympia Comprehensive Plan (Capital Facilities) is repealed in its entirety.

Section 6. The following appropriations are hereby made:

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
Impact Fee Fund	\$666,213 1,020,213		\$666,213 1,020,213	
SEPA Mitigation Fee Fund	86,018		86,018	
Parks & Recreational Sidewalk,				

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
Utility Tax Fund	163,258	\$2,297,992	2,461,250	
Real Estate Excise Tax Fund		1,000,000	1,000,000	
Capital Improvement Fund		5,264,442	5,074,242	\$190,200
		7,484,823	7,294,623	
City Hall Construction Fund	50,000		50,000	
Water CIP Fund	1,092,257	734,543	1,826,800	
Sewer CIP Fund	1,592,399	741,301	2,333,700	
Storm Water CIP Fund		2,589,600	2,589,600	
		2,687,850	2,687,850	
TOTALS	\$3,600,145	\$12,627,878	\$16,037,823	\$190,200
	4,004,145	14,946,509	18,760,454	

Section 7. Severability. The provisions of this ordinance are declared separate and severable. If any provision of this ordinance or its application to any person or circumstances is held invalid, the remainder of this ordinance or application of the provision to other persons or circumstances, shall be unaffected.

Section 8. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 9. 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 Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8447

City Council

Approval of Amendment to Ordinance 6904 (Special Funds)

Agenda Date: 6/17/2014

Agenda Number: 4.J

File Number: 14-0549

File Type: ordinance

Version: 1

Status: 1st
Reading-Consent

..Title

Approval of Amendment to Ordinance 6904 (Special Funds)

..Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve amending ordinance on first reading and forward to second reading.

..Report

Issue:

Amendment to Ordinance 6904

Staff Contact:

Dean Walz, Fiscal Services Director, Administrative Services Department,
360.753.8465

Presenter(s):

Dean Walz, Fiscal Services Director

Background and Analysis:

To change the budget the Council must approve a new ordinance amending the budget. Generally, budgetary amendments are made quarterly. On occasion a budget change needs to be made between the quarterly updates and a separate ordinance will come before the Council. These ordinances do not officially amend the budget ordinance, but does provide authorization to expend funds. The attached ordinance reflects ordinances which may have been adopted relating to the budget since the last quarterly update, and other proposed changes to the budget.

No ordinances were passed since the adoption of ordinance 6904 relating to Special Funds.

Budget Item Not Previously Presented to the Council:

- 1) Appropriation of \$57,114 for replacement of a fire command vehicle which was totaled in an accident. Funding is provided by \$56,114 to be received from the Washington Cities Insurance Authority and \$1,000 from fund balance of the Fire

Agenda Date: 6/17/2014

Agenda Number: 4.J

File Number: 14-0549

Equipment Reserve Fund.

- 2) Appropriation of \$18,916 to be transferred from the Fleet Equipment Reserve Fund to the Fleet Operations Fund to fund lease expense of electric vehicles. The Fleet Equipment Reserve Fund does not allow lease payments - only capital purchase and major repairs. Since the rent of these vehicles goes to the Reserve Fund, those monies need to be transferred to the Fleet Operation Fund where the lease payments are charged.

Neighborhood/Community Interests (if known):

None noted.

Options:

- 1) Approve ordinance amending ordinance 6904.

- 2) Do not approve the amending ordinance. The budget items would not be authorized.

Financial Impact:

The total increase in appropriations is \$76,030. The sources of funding for these appropriations are noted above.

Ordinance No.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, APPROPRIATING FUNDS WITHIN VARIOUS SPECIAL FUNDS, AND AMENDING ORDINANCE NO. 6904.

WHEREAS, the City Council of the City of Olympia passed ordinance 6884 on December 17, 2013; appropriating funds within various special funds, and;

WHEREAS, the City Council of the City of Olympia passed ordinance 6904 on April 15, 2014; and

WHEREAS, the following amendments need to be made to ordinance 6904;

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

Section 1. The following appropriations are hereby made:

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
CDBG Loan Repayment Fund	\$10,000	\$70,000	\$80,000	
Housing Urban Development Fund		682,512	682,512	
Lodging Tax Fund		480,000	471,677	\$8,323
Parks & Recreational Sidewalk Utility Tax Fund		719,788	719,788	
Parking Business Improvement Area Fund		110,000	110,000	
Farmers Market Repair & Replacement Fund	10,000		10,000	
Hands On Children's Museum	39,833	377,680	417,513	
Fire Equipment Reserve Fund	1,000	56,114	57,114	
Equipment Rental Replacement Reserve Fund	13,864	1,388,100 1,407,016	1,401,964 1,420,880	
Unemployment Compensation Fund		183,000	183,000	
Insurance Trust Fund	49,000	1,636,000	1,685,000	
Workers Compensation Fund	403,000	1,447,000	1,850,000	
Washington Center Endowment Fund		11,346	11,346	
TOTALS	\$525,697 526,697	\$7,105,426 7,180,456	\$7,622,800 7,698,830	\$8,323

Section 2. Severability. The provisions of this ordinance are declared separate and severable. If any provision of this ordinance or its application to any person or circumstances is held invalid, the remainder of this ordinance or application of the provision to other persons or circumstances, shall be unaffected.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 4. 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

City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8447

Approval of Appropriation Ordinance in the Amount of \$50,000 for Artesian Commons Park Construction Project

Agenda Date: 6/17/2014

Agenda Number: 4.K

File Number: 14-0565

File Type: ordinance

Version: 1

Status: 1st
Reading-Consent

..Title

Approval of Appropriation Ordinance in the Amount of \$50,000 for Artesian Commons Park Construction Project

..Recommended Action

City Manager Recommendation:

Move to approve on first reading and forward to second reading the Appropriation Ordinance in the amount of \$50,000 for the Artesian Commons Park construction project.

..Report

Issue:

Determine whether to approve an appropriation Ordinance in the amount of \$50,000 to increase the Artesian Commons Park project construction budget.

Staff Contact:

Dave Okerlund, Planning & Program Manager, 360.570.5855

Presenter(s):

None. This is a Consent Agenda item.

Background and Analysis:

Additional funding is requested for this project for the following reasons:

(1) The entire Artesian Commons site is covered by 3" to 6" thick asphalt. Early in the project, trench excavation for underground utility installation encountered several unforeseen buried concrete building foundations. This discovery required the saw-cutting, demolition, removal and disposal of portions of several concrete footings and slabs. It also required additional excavation, re-routing and extension of electrical and water utilities, the addition of electrical pull-boxes, and an increase in the amount of asphalt surfacing to be replaced.

(2) The provision of permanent power to the site was delayed by the need to replace the existing Puget Sound Energy (PSE) power pole at the site. To open the park on schedule required the installation of a temporary connection to power from the adjacent building to the west.

Items (1) and (2) have already been completed.

Agenda Date: 6/17/2014

Agenda Number: 4.K

File Number: 14-0565

(3) Approximately \$10,000 of the \$50,000 additional funding request will provide the flexibility to complete the project and to add minor enhancements to the site in 2014. This funding would allow these enhancements to be installed prior to the availability of additional funding for Phase 2 of this project, which is being requested in the 2015-2020 Capital Facilities Plan (CFP).

Neighborhood/Community Interests (if known):

Downtown organizations such as the Parking & Business Improvement Area (PBIA) are eagerly awaiting completion of this project and have expressed interest in partnering with the City to expedite the completion of additional enhancements to the site this summer, such as a wall mural and other recreational components.

Options:

Option 1: Move to approve on first reading and forward to second reading the Appropriation Ordinance in the amount of \$50,000 for the Artesian Commons Park construction project

Implications

1. The project budget will have capacity to pay the contractor for work that has already been completed.
2. The project budget will have \$10,000 in additional funding that will allow the City to partner with other organizations to add other desired enhancements to the site in 2014.

Option 2: Do not move to approve on first reading and forward to second reading the Appropriation Ordinance in the amount of \$50,000 for the Artesian Commons Park construction project

Implications:

1. The project account will not have sufficient funds to pay the contractor for work that has already been completed.
2. The City will be unable to partner with other organizations to add other desired enhancements to the site at this time.

Financial Impact:

This funding is to be provided from the Community Park Impact Fee Account (702). The appropriation will be placed in the Artesian Commons Park Construction Project #1324H within Capital Improvement Fund (317).

Ordinance No.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE 2014 BUDGET, AND APPROPRIATING \$50,000 TO THE ARTESIAN COMMONS PROJECT, FUNDING TO BE PROVIDED BY COMMUNITY PARK IMPACT FEES AND APPROPRIATING \$50,000 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 Artesian Commons project; and

WHEREAS, there are Community Park Impact Fees which have been collected which can be used for the Artesian Commons 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	\$50,000
	TOTAL RESOURCES	\$50,000
Appropriations:	Artesian Commons project	\$50,000
	TOTAL APPROPRIATIONS	\$50,000
COMMUNITY PARK IMPACT FEE ACCOUNT		
Resources:	Fund balance	\$50,000
	TOTAL RESOURCES	\$50,000
Appropriations:	Transfer to Capital Improvement Fund	\$50,000
	TOTAL APPROPRIATIONS	\$50,000

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

City of Olympia

City Council

City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8447

Public Hearing on the Community Development Block Grant (CDBG) - Program Year (PY) 2014 Action Plan

Agenda Date: 7/8/2014

Agenda Number: 5.A

File Number: 14-0566

File Type: decision

Version: 1

Status: Draft

..Title

Public Hearing on the Community Development Block Grant (CDBG) - Program Year
(PY) 2014 Action Plan

..Recommended Action

City Manager Recommendation:

Receive public comments on the Draft CDBG Action Plan for PY 2014

..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 is holding 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). Copies of the draft plan are available online
(see link in the attachments) and at Olympia City Hall. Tonight's public hearing is part
of that public comment period.

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

Agenda Date: 7/8/2014

Agenda Number: 5.A

File Number: 14-0566

- 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 PY2014 CDBG Action Plan. A concise description with proposed funding levels for each activity is included in the attachments.

1. Continued funding in PY2014 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

Agenda Date: 7/8/2014

Agenda Number: 5.A

File Number: 14-0566

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 will consider 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 PY2014 CDBG Annual Action Plan public process, the City of Olympia proposed 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.

Options:

Receive public comments on the Draft CDBG PY 2014 Action Plan. The public comment period for written comments remains open until July 2, 2014.

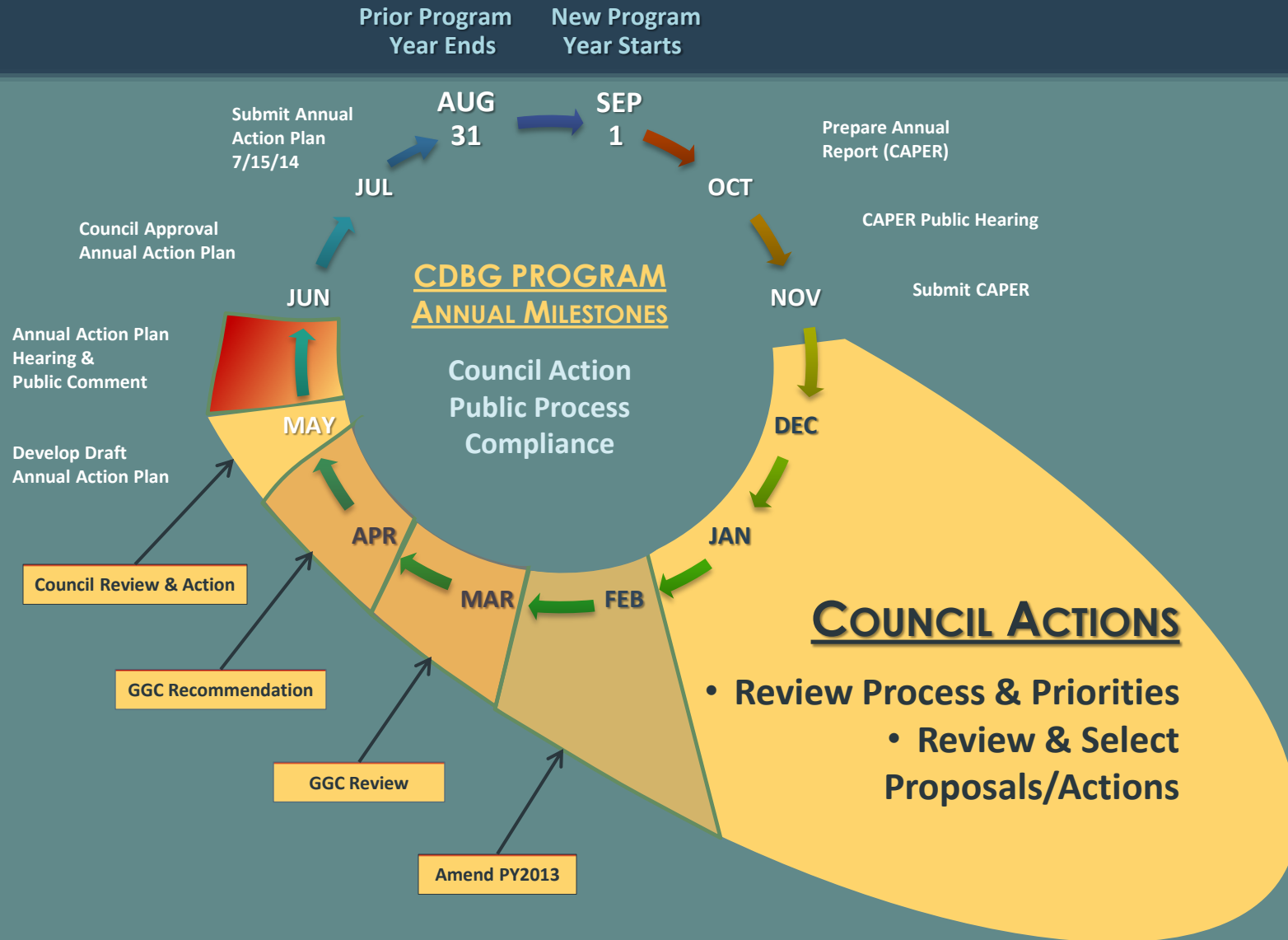
Financial Impact:

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.

Agenda Date: 7/8/2014
Agenda Number: 5.A
File Number: 14-0566

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.



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.

For further information:

M. Anna Schlecht

Housing Program Manager

City of Olympia

601 4th Avenue, E

Olympia, WA 98501

aschlech@ci.olympia.wa.us

360.753.8183 (Phone)

360.753.8087 (Fax)

TABLE OF CONTENTS

Citizen Summary1

Program Year 2014 Action Plan.....3

 Purpose of the CDBG Annual Action Plan.....3

 Summary of Proposed Activities and Fund Allocations.....3

 Federal Regulatory Caps on CDBG Expenditures.....5

 Anticipated Resources7

 Geographic Distribution.....7

 CDBG Consolidated Plan Objectives8

 CDBG Annual Action Plan Objectives.....9

 HUD Table #1: Proposed Awards by Recipient and Project9

 HUD Table #2 Specific Annual Objectives.....10

 HUD Table #3 Annual Housing Completion Goals (*Affordable Housing Goals*)11

 Evaluation of Past Performance Program Year 201313

 Citizen Participation and Consultation Process15

 Barriers to Affordable Housing16

 Homeless and Special Housing Needs.....18

 Other Actions21

CITIZEN SUMMARY

Program Year 2014 Community Development Block Grant Annual Action Plan *FOCUS: Economic Development and Downtown Renewal*

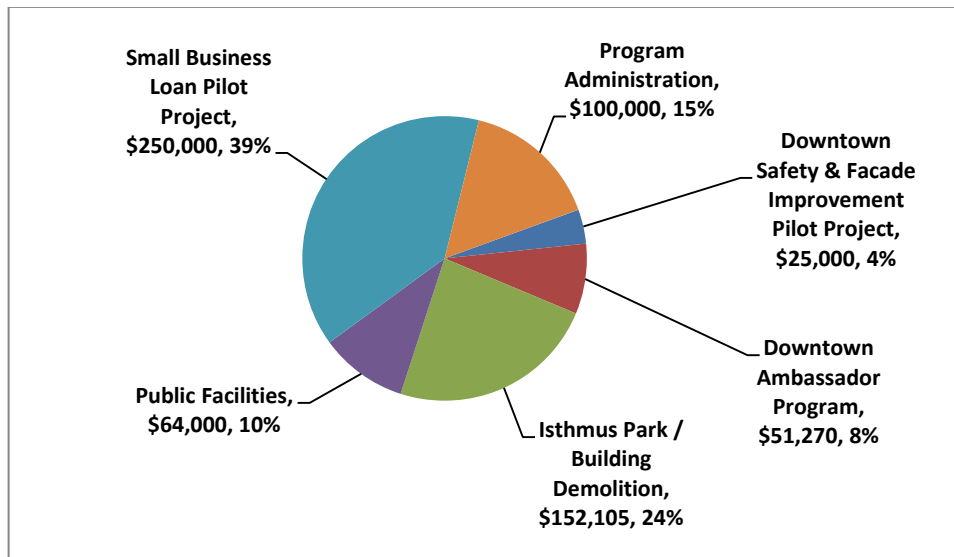
OVERVIEW

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) A suitable living environment; and 3) Expanding economic opportunities, principally for low- and moderate-income people.

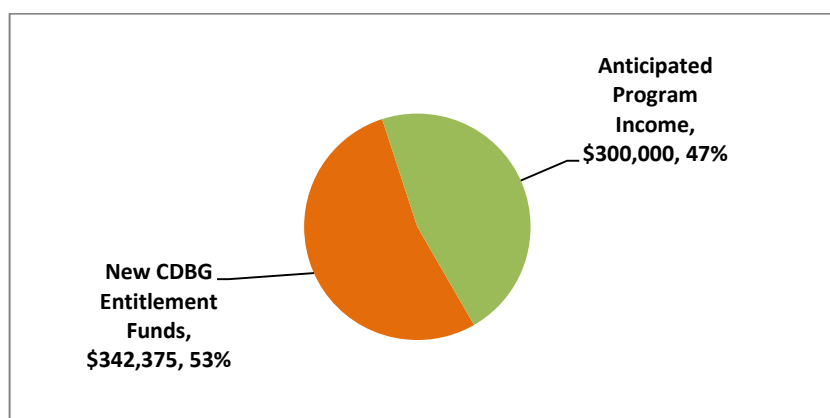
The City of Olympia has been a recipient of CDBG funds since 1982. The Olympia Housing Program of the Community Planning and Development (CPD) Department is the lead entity responsible for overseeing the CDBG Program. The PY 2014 Action Plan serves as the blueprint for how Olympia will invest CDBG funds 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
\$300,000	<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)

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

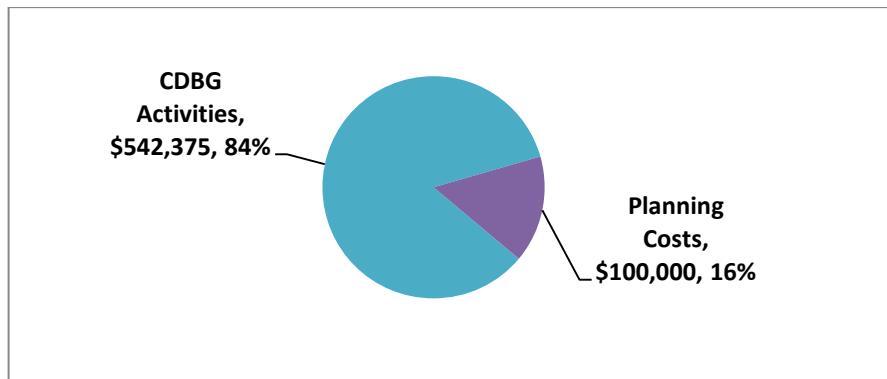
\$51,270 Actual 8% Proposed Social Services Allocations
(*Downtown Ambassador Program*)

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 – 16% 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

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.

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:

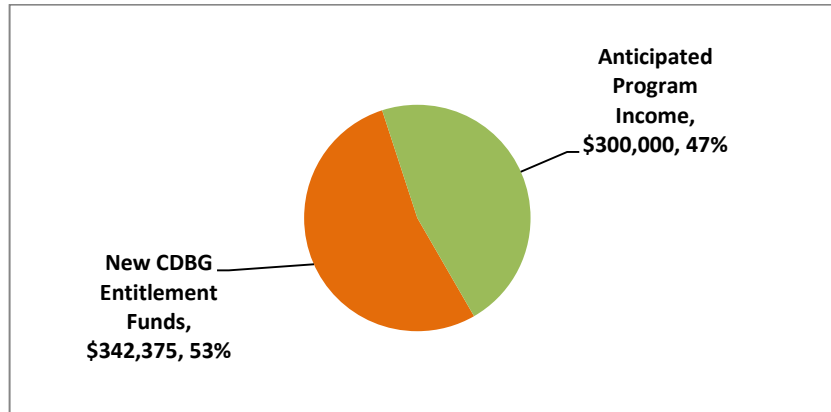
Activity	Low & Mod Beneficiary ?	Funding level	%
Debt-Service of Section 108 Loan – Alley Lighting	N/A	\$9,600 of \$64,000 -No \$50,000 (15% of \$325,000 total project)	<i>Excluded from ratio</i>
Debt-Service of Section 108 Loan – ADA Sidewalk Accessible	Yes - severely disabled adults	\$54,400 - Yes (\$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	No	\$25,000 - No	5% - No
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 \$478,378 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
<u>\$300,000</u>	<u>Anticipated Program Income</u>
\$642,375	Total anticipated resources for the PY 2014 CDBG Program

Figure 3. Anticipated Resources for PY 2014 CDBG Program



Other Resources

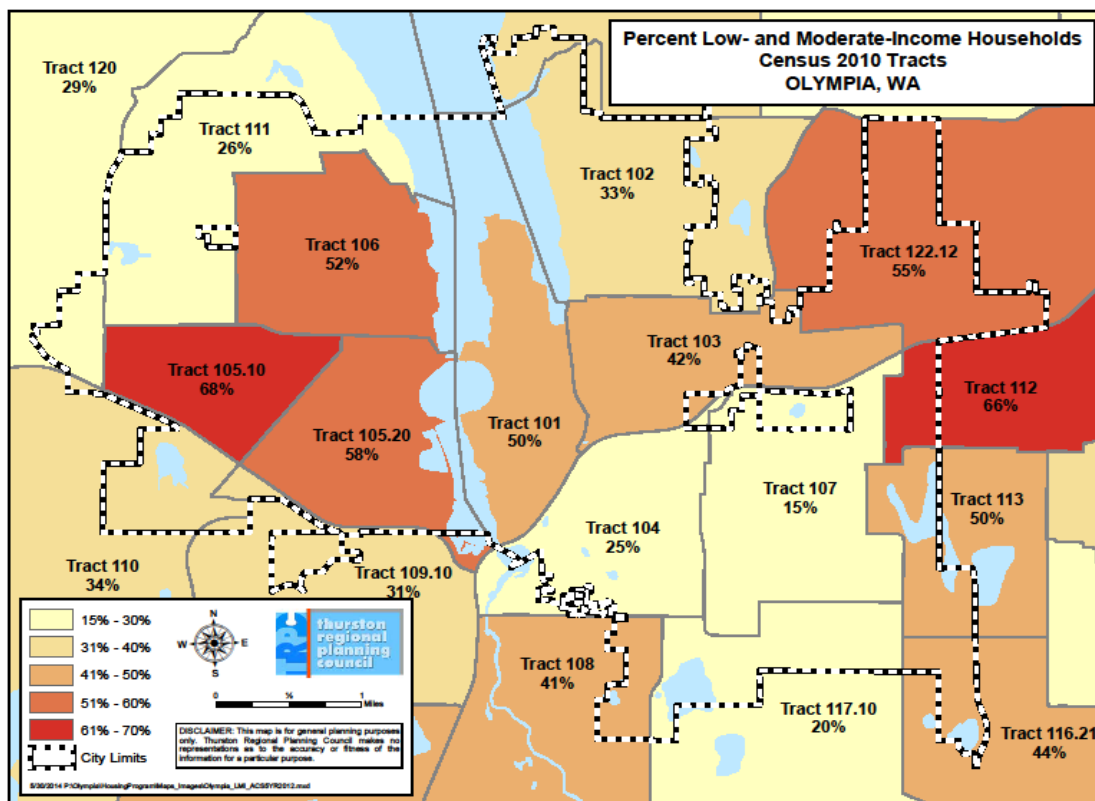
In calendar year 2014, the City of Olympia also allocated \$70,000 from the general fund to address emergency shelter, transitional housing, daycare, homeless outreach, and other anti-poverty programs through the Community Investment Program (CIP), formerly known as the Human Services Review Council. 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. 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 4th Avenue West and 529 4th 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)**
- 2. Affordable Housing**
- 3. Public Facilities and Infrastructure**

4. Public Services
5. Acquisition of Land
6. 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 71% 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.

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

Recipient	Project/ Activity	Outcomes	Strategic Goal(s) Met	HUD CDBG Objective(s) Met	Proposed PY 2014 Award
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</i>	DH1.1	Units of affordable housing to be developed through land acquisition	0	0

National Objective/ City Strategies	Objective Number	Performance Measure	2014 Output (Estimated in Consolidated Plan)	2014 Output (Proposed for Annual Action Plan)
<i>according to the City's community development priorities.</i>	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 included:

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 5-year 2013-2017 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 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.

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.

- **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.

\$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

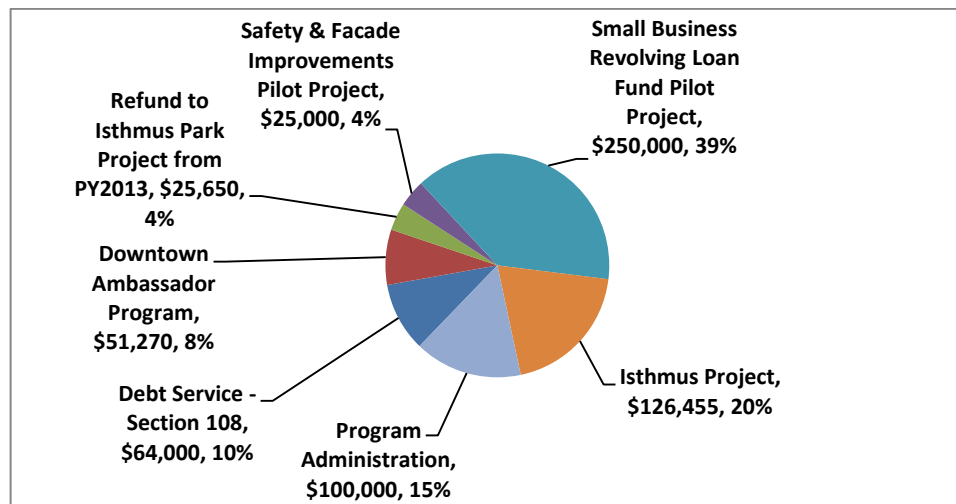
(Defined as activities that improve the business environment)

\$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 3. 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.

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.

Table 1 on the next page 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 10*).

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.

City of Olympia

City Council

City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8447

Approval of Consultant Agreement with Parametrix Regarding West Olympia Interchange Justification Report

Agenda Date: 6/10/2014

Agenda Number: 6.A

File Number: 14-0537

File Type: contract

Version: 1

Status: Passed

..Title

Approval of Consultant Agreement with Parametrix Regarding West Olympia
Interchange Justification Report

..Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve and authorize the City Manager to sign the Consultant Agreement with Parametrix to complete the West Olympia Interchange Justification Report.

..Report

Issue:

Whether to enter into a consultant agreement with Parametrix to complete the West Olympia Interchange Justification Report for a not to exceed contract amount of \$1,500,000.

Staff Contact:

Randy Wesselman, Public Works Transportation, 360.753.8477

Presenter(s):

Randy Wesselman, Public Works Transportation

Background and Analysis:

In 2010, the City and the Washington State Department of Transportation (WSDOT) completed an evaluation of transportation needs on Olympia's Westside. One of the outcomes of this West Olympia Access Study was a decision to build new freeway ramps to US 101. New ramps are proposed at:

- Kaiser Road. Construction of an eastbound on-ramp and westbound off-ramp. Construction is anticipated 10-15 years from now.
- Yauger Way. Construction of a westbound off-ramp extension at Black Lake Boulevard to connect to Yauger Way will be built following the Kaiser Road ramps, beyond the 20-year planning horizon.

Refer to the attached map for a layout of the proposed ramps.

Agenda Date: 6/10/2014

Agenda Number: 6.A

File Number: 14-0537

The Black Lake Boulevard and Cooper Point Road intersection is projected to fail within the next six years due to increased traffic from development. Traffic flow delays through three or more full cycles of the traffic signal can be expected. These ramps will reduce the growth of traffic at this intersection, improve access to medical facilities and businesses, and provide route options in this area. City Council had extensive involvement in developing this Westside transportation solution and has made this project a priority, including legislative funding requests.

Before the ramps can be designed and built, an Interchange Justification Report (IJR) must be approved by WSDOT. The IJR process includes the following eight policy topics to be evaluated:

1. Need for access point revision
2. Reasonable alternatives
3. Operation and collision analysis
4. Access connections and design
5. Land use and transportation plans
6. Future interchanges
7. Coordination
8. Environmental processes

Four technical memorandums prepared during the previous West Olympia Access Study will be updated to address some of these policy points.

A Request for Qualifications was advertised in February 2014 for a consulting firm to prepare the IJR. Two firms, BergerABAM of Federal Way and Parametrix of Puyallup, submitted proposals and were interviewed by a team of WSDOT and City staff. Staff unanimously selected Parametrix as the most qualified firm to complete the IJR. Attached is the proposed scope of work and Consultant Agreement with a not to exceed contract amount of \$1,500,000.

The IJR will take approximately 18 to 24 months to complete. This work will result in the following:

1. Approval of the IJR by WSDOT which justifies new access to US 101;
2. Receipt of Engineering and Operational Acceptability from WSDOT in order to move forward with the design, right-of-way, and construction phases;
3. Completing approximately 30% design which will include drawings showing the ramps and a more comprehensive cost estimate; and
4. Approval of environmental documents.

Neighborhood/Community Interests (if known):

The West Olympia Business Association has expressed great interest and support for this project. Capital Medical Center is also supportive of this project to improve emergency response services and access to the Westside.

Options:

1. Approve and authorize the City Manager to sign the Consultant Agreement with

Agenda Date: 6/10/2014

Agenda Number: 6.A

File Number: 14-0537

Parametrix to complete the West Olympia Interchange Justification Report.
Project proceeds as planned.

2. Do not approve the Consultant Agreement with Parametrix and give staff direction on how to move forward with this project.

Financial Impact:

A total of \$1.6 million is budgeted for this project as follows:

Transportation Impact Fees	\$750,000
Federal Surface Transportation Program Grant	\$850,000
Total Project Cost:	\$1,600,000

Attachment(s):

Agreement

Vicinity Map

Local Agency Standard Consultant Agreement	Consultant/Address/Telephone Parametrix, Inc. 1019 39th Avenue, SE, Suite 100 Puyallup, WA 98374 (425) 458-6343
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement	
Agreement Number LA-8168	Project Title And Work Description West Olympia Access--IJR Engineering Consulting Services
Federal Aid Number STPUS-0920(009)	
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____ <input checked="" type="checkbox"/> Specific Rates Of Pay <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number 91-0914810 Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Completion Date May 31, 2016
	Total Amount Authorized \$ 1,400,000.00 Management Reserve Fund \$ 100,000.00 Maximum Amount Payable \$ 1,500,000.00

Index of Exhibits (Check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work | <input checked="" type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates |
| <input checked="" type="checkbox"/> Exhibit A-2 Task Order Agreement | <input checked="" type="checkbox"/> Exhibit G-3 Sub Overhead Cost |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances |
| <input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement |
| <input type="checkbox"/> Exhibit D-1 Payment - Lump Sum | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input type="checkbox"/> Exhibit D-2 Payment - Cost Plus | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures |
| <input checked="" type="checkbox"/> Exhibit D-3 Payment - Hourly Rate | <input checked="" type="checkbox"/> Exhibit L Liability Insurance Increase |
| <input type="checkbox"/> Exhibit D-4 Payment - Provisional | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification |
| <input type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification |
| <input checked="" type="checkbox"/> Exhibit E-2 Fee - Specific Rates | <input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary |
| <input checked="" type="checkbox"/> Exhibit F Overhead Cost | <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification |
| <input checked="" type="checkbox"/> Exhibit G Subcontracted Work | <input type="checkbox"/> Exhibit M-4 Pricing Data Certification |
| <input checked="" type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input checked="" type="checkbox"/> App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, between the Local Agency of _____ City of Olympia _____, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000) per occurrences and two million dollars (\$2,000,000) in the aggregate for each policy period.
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By _____ By _____

Consultant Dan McReynolds, P.E. Principal Agency Steve Hall, City Manager

**Exhibit A-1
Scope of Work**

Project No. _____

See Attached

Documents To Be Furnished By The Consultant

SCOPE OF WORK

City of Olympia

West Olympia Access Study Interchange Justification Report (IJR)

BACKGROUND

The Interchange Justification Report (IJR) and technical studies for US-101 between the interchanges with I-5 and Evergreen Parkway will include the preparation of a corridor-level IJR, NEPA and SEPA environmental documentation, conceptual and preliminary design of the new interchanges at Kaiser Road and Yauger Way, and public outreach and communication work. Specifically, this project will address the current conditions and future needs and environmental impacts associated with enhancing traffic operations, safety and efficiency along the US-101 mainline in the vicinity of the US-101/Black Lake Boulevard Interchange.

In 2010, the City of Olympia and Washington State Department of Transportation (WSDOT) completed an evaluation of transportation needs on Olympia's Westside. The outcome of this effort was a decision to build new ramps to and from US-101 at:

- Kaiser Road—an eastbound on-ramp and westbound off-ramp will be built at Kaiser Road.
- Yauger Way—a westbound off-ramp extension will be built from the existing Black Lake Boulevard off-ramp to Yauger Way. The ramp will be built after completion of the Kaiser Road ramps.

The Consultant will work closely and collaboratively with City of Olympia staff, an IJR support team, and project stakeholders in initiating this study and fostering input and acceptance of project decisions, methods and project outcomes. The Consultant will prepare a specific Public Outreach and Communications plan that will help guide the process and communication protocols. This will include the preparation of a Chartering Agreement to align project expectations, stakeholder involvement, meeting protocols, and the overall objectives of the project.

The Consultant team will complete the work in two distinct phases:

- **Work Order A: Project Scoping and Early Start Work Tasks** – This work will include a project team chartering session, a public involvement and communication plan, initial traffic analysis work to complete a methods and assumptions document for the IJR, early environmental scoping tasks, and initial design support tasks including base mapping and a design workshop.
- **Work Order B: IJR, Environmental Documentation, and Preliminary Design** – This phase will complete the IJR, environmental documentation, and preliminary design work. A specific scope for this phase will be developed near the end of Work Order A.

These work orders were developed to allow the Consultant team and City of Olympia staff to begin early communications with WSDOT and other key stakeholders, develop a strategic work plan to initiate the IJR and environmental documentation, begin data collection, review and compare current traffic forecasts to the 2010 West Olympia Access Study and initiate the environmental review process. This early work order is scheduled to be completed by the end of August 2014. The initial stakeholders' kickoff meeting and team chartering meeting will be scheduled for late June.

SCOPE OF WORK (CONTINUED)

WORK ORDER A – PROJECT SCOPING AND EARLY WORK TASKS

Task 01 – Project Management

1. Project Management Plan: The Consultant will prepare a Project Management Plan (PMP) document outlining the scope of work, schedule, budget, change management process, communication protocol, and quality control procedures. The PMP will be updated periodically during the life of the project and will be shared with team members and City of Olympia staff. This task also includes scoping activities for subsequent work orders.
2. Monthly Progress Reports and Invoices: The Consultant will provide a monthly progress report with monthly invoices to the City of Olympia that will describe work performed by the Consultant Team members during the current reporting period. The progress reports will be prepared in a format approved by the City's Project Manager. This format will include the following:
 - a. Listing of activities by work element performed during the reporting period, including meetings held and deliverables.
 - b. A listing of problems/issues encountered during the reporting period and their resolution.
 - c. A listing of activities to be accomplished during the next reporting period.
 - d. An earned value report summarizing the estimated percent complete and percent spent by task.
3. Monthly Progress Meetings and Other Communication: The Consultant Team will conduct monthly progress review meetings with the City's core management to review: scope, schedule, and budget status; risk matrix tracking list; upcoming project meetings, communication, and work items; and, project strategy to resolve issue or barriers to success. Frequent communication will also occur via e-mail, telephone, and other project meetings. This task will also include a regular bi-weekly call scheduled approximately 2 weeks before/after the monthly progress meetings.
4. Subconsultant Coordination: The Consultant Team will develop and maintain subcontracts with all subcontractors and coordinate progress reporting and billing through the Consultant project manager.
5. Consultant Team Meetings: The Consultant will hold bi-weekly consultant team check-in meetings to communicate and coordinate work progress and upcoming activities. These meetings will be attended by project leads and other key staff.

Deliverables

- Subconsultant Agreements (maintained in Consultant's Files)
- Monthly Status/Progress Reports and Monthly Invoice
- Risk management tracking list for Monthly progress meetings

SCOPE OF WORK (CONTINUED)

- Draft and final Project Management Plan (PMP) documents

Task 02 – Public Involvement and Communication

1. Team Chartering and Ongoing IJR Support Team Meetings: The Consultant will arrange for and facilitate an initial partnering and team chartering meeting to involve representatives from agencies who will be involved in the ongoing IJR Support Team. The invitation list for this meeting will include staff from:
 - a. City of Olympia
 - b. WSDOT Olympic Region
 - c. WSDOT Headquarters
 - d. Federal Highways Administration (FHWA)
 - e. Thurston Regional Planning Council (TRPC)
 - f. Intercity Transit
 - g. City of Tumwater
 - h. Thurston County
 - i. Consultant team

This meeting will summarize the project work elements, schedule, roles and responsibilities, and ongoing involvement of the IJR Support Team. A draft project charter will be developed for the meeting and will include roles and responsibilities of project team participants, a draft project description, and proposed decision making process and IJR Support Team meeting structure. The Consultant Team will also organize and lead monthly meetings of the IJR support team. For this initial work order, two meetings in addition to the team chartering meeting are assumed.

2. Public Involvement and Communication Plan: The Consultant team will work with City of Olympia staff to prepare a public involvement and communication plan (PICP) for the project. The PICP will identify the overall communication strategy and specific details on the process including stakeholder interviews, IJR Support Team interaction, timing of public meetings, City Council presentations, and media contact.
3. Stakeholder Interviews: The Consultant Team will work with City staff to identify up to four stakeholder groups to interview for the project. This will likely include the West Olympia Business Association (WOBA) and other key business, neighborhood, or environmental groups in West Olympia. A list of standard questions will be developed for the interviews, and a summary of responses to the questions will be prepared after the meetings.
4. Agency and Public Scoping meetings: The Consultant will arrange and facilitate an agency and public scoping meeting to invite resource agencies, tribes, and interested community members to learn about the project status and comment on the scope of the Environmental Documentation. (A public meeting is optional for the anticipated Environmental Assessment level of environmental review, but we have included this in the work plan). We will attempt

SCOPE OF WORK (CONTINUED)

to schedule both meetings on the same day—the agency public meeting in the afternoon, and public scoping meeting in the late afternoon/evening.

Deliverables

- Meeting summaries for the team chartering and IJR Support Team meetings
- Team chartering and IJR Support Team meeting materials
- Draft and final PICP documents
- Agency and public scoping meeting materials
- Meeting summaries for all stakeholder interviews.

Task 03 – Traffic Modeling/Forecasting Sensitivity Evaluation

TRPC maintains a travel demand model that incorporates all of Thurston County and includes detailed representation of the study area. Model refinement has been performed previously in subarea modeling of the Interstate 5, Crosby Boulevard, Black Lake Boulevard interchanges with SR 101, as well as the surrounding surface streets. The traffic modeling for the West Olympia Access IJR will utilize previous traffic model data as much as possible, but given the time duration between the previous analyses and this new work, it is expected that some level of model refinement will be required. In order to understand the scope of the modeling effort, the CONSULTANT will perform the following initial tasks to identify the methods and approach in accomplishing the traffic forecasting and demand modeling for the IJR study area.

1. Review/Confirmation of Previous Traffic Analysis: The Consultant will collect and review the available traffic volume, forecast and operational analysis information prepared previously for the study area. Data sources will include reports and documentation prepared for the West Olympia Access Study, US-101/I-5 study as well as other relevant studies. The Consultant will also collect the most current TRPC model data files and the model files used in the preparation of previous West Olympia Access Study documentation. This information will be used for the sensitivity analysis in task 3.3.
2. Traffic Data Collection: The Consultant will arrange for the collection of new turning movement count data for each of the study intersections. Current traffic volumes for US-101 and I-5 will also be collected from WSDOT. The counts will be collected for morning and evening peak periods. The current intersection, freeway ramp and mainline traffic volumes will be checked and compiled and graphically displayed on roadway network maps.
3. Traffic Forecast Sensitivity Analysis: The West Olympia Access Study was prepared using a previous version of the regional travel demand model and was based on older baseline ground count data. Over the intervening years travel patterns may have changed as a result of new developments and area roadway improvements. The Consultant will perform a sensitivity analysis comparing the traffic volumes in the previous WOAS documentation with the most current information available. This will include comparing “ground count” data and model forecast data.

SCOPE OF WORK (CONTINUED)

- a. "Ground Count" Comparison: Previously collected traffic volumes will be compared to current counts to determine local and regional travel patterns have changed significantly.
- b. Model Forecast Volumes: Travel demand model forecasts will be compared to identify differences between the previous and current travel demand models. Model outputs reviewed will include morning and evening directional roadway volumes, turning movement volumes at selected nodes, regional directional distribution tendencies.

The sensitivity analysis will be compiled using model-produced graphics and "ground count" traffic volume comparison graphics. The information will be presented for stakeholder review and comment prior to completing scope item 3.4 (below).

4. Identify Scope of Travel Demand Model Update: The information collected and reviewed and input from the stakeholders will provide the detail necessary to identify an appropriate level of traffic model update required to prepare travel forecasts for use in the IJR. The Consultant will prepare a scope of work describing specific model parameters to be updated. Any model updates would be completed under a future task order.

Deliverables

- Technical Memorandum – Traffic Forecast Sensitivity Analysis
- Scope of Work for Travel Demand Model Update

Task 04 – Interchange Justification Report

The consultant will prepare an IJR in compliance with the WSDOT Design Manual. This initial work includes preparation of the methods and assumptions (MA) document for the IJR

1. Methods and Assumptions Document Update. The consultant will prepare a draft and final methods and assumptions document to include the following:
 - a. Tools and methods to be used in completing the travel demand modeling.
 - b. Methods and software to be used in the operations model and simulation tools to be used to predict traffic behavior and operational metrics.
 - c. Study area including graphics depicting the limits.
 - d. Base year, opening year and design year for the operational analyses and travel demand modeling outputs.
 - e. Draft MA document submitted to the IJR support team and review assumptions at an IJR support team meeting.
 - f. Obtain review comments following meeting (1 week to submit comments) and finalize the MA document for signature approval.
 - g. Incorporate draft review comments and prepare final MA document for signature at an IJR support team meeting.

Deliverables

- Draft and Final Methods and Assumptions Document

SCOPE OF WORK (CONTINUED)

Task 05 – Environmental Assessment

The Consultant will prepare an environmental assessment (EA) in compliance with NEPA and SEPA. This initial work order includes early environmental review process coordination and project initiation activities including developing the purpose and need statement and initiating the scoping process.

The following provides more detail on the scope to address each of these initial environmental review coordination activities.

1. Project Initiation. The consultant will prepare a draft of several documents for client review and complete tasks associated with the start of the environmental process. These include:
 - a. Project initiation letter to be sent to U.S. DOT
 - b. Public Involvement Plan (Refer to task 2.2 for description of this living document that will require updates over the course of the project)
 - c. SEPA Mitigated Determination of Non-Significance
 - d. Participating and Cooperating Agency invitation letters
2. Environmental Scoping. During the scoping process the Consultant will assist the City of Olympia with identifying the environmental issues for evaluation in the EA. The public comments heard during the scoping period will help with the identification of issues.
 - a. Scoping Meeting. The consultant will lead the preparation of materials and facilitation of the Scoping Meeting including:
 - i. draft Purpose and Need Statement
 - ii. draft description of the Proposed Action (including any figures)
 - iii. written comment forms
 - iv. display boards
 - v. scoping meeting handouts (if desired)
 - vi. presentation materials (power point or other)City staff will review and comment on the materials and the consultant will revise and print materials for the meeting.
 - b. Scoping Summary Report. After the public scoping period ends, the Consultant will prepare a Scoping Summary Report, which will provide a summary of the comments received, with representative comments included in the document for context. All scoping comments received from the public and other agencies will be evaluated to determine the relevance of each comment. All relevant issues will be presented in the Scoping Summary Report as issues that will be addressed in EA.
3. Purpose and Need and Description of Proposed Action. The Consultant will prepare the draft Purpose and Need Statement for client review, which is required for environmental scoping. Also as part of this effort, the consultant will develop a draft description of the Proposed Action for client review, which will be used to help explain the proposal to the public during scoping.

SCOPE OF WORK (CONTINUED)

4. Baseline Geographic Information Systems (GIS) Data. The Consultant will conduct a search for geospatial data pertinent to environmental conditions of the project area and will compile data using ESRI ArcGIS GIS software. Compiled data will be reviewed to identify potential concerns associated with the alternatives as a first step in the environmental analysis effort. The Consultant will prepare maps based on conceptual drawings of the proposed action that illustrate potential environmental impacts (including wetlands, streams, threatened and endangered species and habitat, and floodplains). Data will be obtained from government and public agencies, and include, but are not limited to, the following:
- Soil Survey Data, Natural Resources Conservation Service
 - National Wetland Inventory, U.S. Fish and Wildlife Service (USFWS)
 - Critical Habitat, USFWS
 - Flood hazard data, Federal Emergency Management Agency
 - Fish Distribution, Washington Department of Fish and Wildlife (WDFW)
 - Environmental datasets, Thurston County GIS Department
 - Environmental datasets, City of Olympia Community Planning & Development and Public Works Department
 - Surface water and groundwater data, Washington State Department of Ecology (Ecology)
 - Groundwater source data, Washington State Department of Health (WSDOH)
 - Ecology well log database
 - Geologic maps
 - Historic property and archaeological site data, Washington Department of Archaeology and Historic Preservation (DAHP)

Deliverables

- Draft Purpose and Need Statement
- Draft Description of the Proposed Action
- Information boards for scoping meeting
- Scoping Summary Report

SCOPE OF WORK (CONTINUED)

Task 06 – Roadway Design

1. Update Base Mapping

- i. Control survey/monumentation: The CONSULTANT will establish a network of control points and survey the locations of existing monuments within the project area. This subtask will also include researching existing survey records produced by WSDOT, the City of Olympia and surrounding developments.
- ii. Field Survey obscured areas and recent developments: The CONSULTANT will field survey areas of the current aerial base map that are obscured by vegetation or that have been developed since the aerial base map was completed.

2. Conceptual Design Workshop

- i. Prepare alternative plots and materials for workshop: The CONSULTANT will prepare roll plots and other graphics of the previously developed hybrid alternative for use at the Conceptual Design Workshop. It is assumed that no new design concepts or alternatives will be prepared in advance of the workshop.
- ii. Lead conceptual design workshop: A maximum of two roadway design team members will take part in the workshop along with the project manager and IJR manager from the consultant team. Part of the workshop will focus on design strategies and efficiencies to lower the overall project cost.
- iii. Prepare Workshop Summary: The CONSULTANT will summarize the results of the conceptual design workshop with a technical memorandum. Planning-level sketches of design concepts resulting from the meeting will be attached to the memorandum. No detailed engineering will be performed on any variances to the hybrid alternative or any new concept that may be produced at the workshop.

Deliverables

- Updated project basemap in WSDOT/MicroStation format
- Plots and supporting materials of the hybrid alternative for the Conceptual Design Workshop
- Summary memorandum for the Conceptual Design Workshop

Exhibit A-2
Scope of Work
(Task Order Agreement)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. Work Order A: Project Scoping and Early Start Work Tasks
- B. Work Order B: IJR, Environmental Documentation, and Preliminary Design
- C. _____
- D. _____
- E. _____
- F. _____

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.



Exhibit B-1

Disadvantaged Business Enterprise Utilization Certification
 (Optional - Use only when DBE Consultant is Utilized)

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. If the bidder is relying on the good faith effort method to meet the DBE assigned contract goal, documentation in addition to the certificate must be submitted with the bid proposal as support for such efforts. The successful bidder's DBE Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693.

certifies that the Disadvantaged Business Enterprise

Name of Bidder _____

(DBE) Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

Name of DBE Certificate Number	Project Role * (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer, Service Provider)	Description of Work	Amount to be Applied Towards Goal **
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

NOT APPLICABLE

Disadvantaged Business Enterprise Subcontracting Goal: _____ DBE Total \$ _____ ***

- * Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.
- ** See the section "Counting DBE Participation Toward Meeting the Goal" in the Contract Document.
- *** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly.

Exhibit C

Electronic Exchange of Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Hard copy field books, all raw data collection files, text point files (comma delineated).

B. Roadway Design Files

AutoCAD Civil 3D.

C. Computer Aided Drafting Files

AutoCAD Civil 3D.

D. Specify the Agency's Right to Review Product with the Consultant

The City of Olympia retains ownership of all electronic files created by the Consultant(s).

E. Specify the Electronic Deliverables to Be Provided to the Agency

AutoCAD Civil 3D drawings, signed and sealed drawings, and PDEs.

F. Specify What Agency Furnished Services and Information Is to Be Provided

AutoCAD Civil 3D base map drawings.

II. Any Other Electronic Files to Be Provided

Consultant shall provide all project-related documents, such as drawings, specifications, reports, and other pertinent information.

III. Methods to Electronically Exchange Data

FTP and email.

A. Agency Software Suite

AutoCAD Civil 3D, version 2013; Top Con tools; and Top Sun 8.

B. Electronic Messaging System

Fax, email, and voicemail.

C. File Transfers Format

FTP

Exhibit D-1 Payment (Lump Sum)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31. The estimate in support of the lump sum amount is attached hereto as Exhibit "D" and by this reference made part of this AGREEMENT.

- A. Lump Sum Agreement: Payment for all consulting services for this PROJECT shall be on the basis of a lump sum amount as shown in the heading of this AGREEMENT.
 - 1. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of costs on a monthly basis. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rate, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

NOT APPLICABLE

Exhibit D-2 Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.
1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
 - a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
 - b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section II, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit D-3 Payment (Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

2. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.

3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
6. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit D-4 Payment (Provisional Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done based upon the provisional hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The actual hourly rates will be determined by an audit of the CONSULTANT'S last completed fiscal year and/or their current projected fiscal year. The provisional and/or audited rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

In the event re-negotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the re-negotiation accordingly. Any changes in the CONSULTANT'S fixed hourly rates may include salary or overhead adjustments.

2. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.

- d. All above charges must be necessary for the services provided under this AGREEMENT.
3. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."4. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
4. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "E" including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
5. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its certification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

6. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

NOT APPLICABLE

Exhibit E-2
Consultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule
West Olympia Access Study Interchange Justification Report

Parametrix, Inc.

Discipline or Job Title	Hourly Rate	Overhead 194.70%	Profit 30.00%	Rate Per Hour
Accounting/Finance Manager	55.19	107.45	16.56	179.20
Accounts Payable Specialist	29.79	58.00	8.94	96.73
Admin Assistant	23.77	46.28	7.13	77.18
Business Analyst I	36.77	71.59	11.03	119.39
Business Analyst II	45.17	87.95	13.55	146.67
Business Development Program Manager	91.06	177.29	27.32	295.67
CADD Operator I	26.41	51.42	7.92	85.75
CADD Operator II	29.35	57.14	8.81	95.30
CADD Operator III	36.23	70.54	10.87	117.64
CADD Services Manager	49.19	95.77	14.76	159.72
CADD Supervisor	40.86	79.55	12.26	132.67
Communications Specialist	32.61	63.49	9.78	105.88
Computer Support Technician	26.81	52.20	8.04	87.05
Constr Manager I	36.23	70.54	10.87	117.64
Constr Manager II	40.86	79.55	12.26	132.67
Constr Manager III	44.50	86.64	13.35	144.49
Constr Manager IV	49.19	95.77	14.76	159.72
Constr Technician I	29.35	57.14	8.81	95.30
Constr Technician II	32.61	63.49	9.78	105.88
Constr Technician III	36.23	70.54	10.87	117.64
Constr Technician IV	40.86	79.55	12.26	132.67
Contracts Administrator	29.79	58.00	8.94	96.73
Controller	61.01	118.79	18.30	198.10
Cultural Resources Specialist I	32.61	63.49	9.78	105.88
Cultural Resources Specialist II	36.23	70.54	10.87	117.64
Cultural Resources Specialist III	44.50	86.64	13.35	144.49
Cultural Resources Specialist IV	49.19	95.77	14.76	159.72
Designer I	32.61	63.49	9.78	105.88
Designer II	36.23	70.54	10.87	117.64
Designer III	44.50	86.64	13.35	144.49
Designer IV	49.19	95.77	14.76	159.72
Director of Finance	74.54	145.13	22.36	242.03
Director of Human Resources	74.54	145.13	22.36	242.03
Director of Information Technology	74.54	145.13	22.36	242.03
Director of Marketing	74.54	145.13	22.36	242.03
Director of Risk Management	91.06	177.29	27.32	295.67
Division Manager	74.54	145.13	22.36	242.03
Engineer I	32.61	63.49	9.78	105.88
Engineer II	36.23	70.54	10.87	117.64
Engineer III	44.50	86.64	13.35	144.49
Engineer IV	49.19	95.77	14.76	159.72
Engineering Technician I	26.41	51.42	7.92	85.75
Engineering Technician II	29.35	57.14	8.81	95.30
Environmental Technician I	26.41	51.42	7.92	85.75
Environmental Technician II	29.35	57.14	8.81	95.30
Environmental Technician III	32.61	63.49	9.78	105.88
Environmental Technician Trainee	23.77	46.28	7.13	77.18
Executive Assistant	40.86	79.55	12.26	132.67
Executive Assistant to CEO	40.86	79.55	12.26	132.67
Finance Analyst I	36.77	71.59	11.03	119.39
Finance Analyst II	45.17	87.95	13.55	146.67
Finance Assistant	26.81	52.20	8.04	87.05
GIS Analyst	32.61	63.49	9.78	105.88
GIS Technician	29.35	57.14	8.81	95.30
Graphic Designer	30.00	58.41	9.00	97.41
Human Resources Assistant	23.77	46.28	7.13	77.18
Human Resources Coordinator	29.35	57.14	8.81	95.30
Human Resources Generalist	32.61	63.49	9.78	105.88
Human Resources Manager	55.19	107.45	16.56	179.20
Human Resources Specialist	36.77	71.59	11.03	119.39
Hydrogeologist I	32.61	63.49	9.78	105.88
Hydrogeologist II	36.23	70.54	10.87	117.64
Hydrogeologist III	44.50	86.64	13.35	144.49
Hydrogeologist IV	49.19	95.77	14.76	159.72
Information Resources Manager	36.77	71.59	11.03	119.39
Intern	23.77	46.28	7.13	77.18
IT Manager	55.19	107.45	16.56	179.20
Jr. Cultural Resources Specialist	26.81	52.20	8.04	87.05
Jr. Engineer	26.81	52.20	8.04	87.05
Jr. Hydrogeologist	26.81	52.20	8.04	87.05
Jr. Planner	26.41	51.42	7.92	85.75
Jr. Scientist	26.41	51.42	7.92	85.75
Jr. Surveyor	26.41	51.42	7.92	85.75

Discipline or Job Title	Hourly Rate	Overhead 194.70%	Profit 30.00%	Rate Per Hour
Marketing Assistant	26.41	51.42	7.92	85.75
Marketing Coordinator	36.77	71.59	11.03	119.39
Marketing Manager	49.19	95.77	14.76	159.72
Office Administrative Manager	44.50	86.64	13.35	144.49
Office Administrator	32.61	63.49	9.78	105.88
Operations Manager	74.54	145.13	22.36	242.03
Payroll Specialist	26.41	51.42	7.92	85.75
Planner I	32.61	63.49	9.78	105.88
Planner II	36.23	70.54	10.87	117.64
Planner III	44.50	86.64	13.35	144.49
Planner IV	49.19	95.77	14.76	159.72
Principal	81.17	158.04	24.35	263.56
Principal Consultant	91.06	177.29	27.32	295.67
Programmer I	26.81	52.20	8.04	87.05
Programmer II	36.77	71.59	11.03	119.39
Project Accountant	29.35	57.14	8.81	95.30
Project Controls Specialist	36.23	70.54	10.87	117.64
Project Coordination Supervisor	36.23	70.54	10.87	117.64
Project Coordinator	29.79	58.00	8.94	96.73
Project Delivery Manager	66.44	129.36	19.93	215.73
Project Delivery Officer	66.44	129.36	19.93	215.73
Project Delivery Specialist	61.01	118.79	18.30	198.10
Project Planning and Controls Manager	74.54	145.13	22.36	242.03
Publications Specialist I	26.81	52.20	8.04	87.05
Publications Specialist II	36.77	71.59	11.03	119.39
Publications Supervisor	45.17	87.95	13.55	146.67
Regional Division Manager	81.17	158.04	24.35	263.56
Scientist/Biologist I	32.61	63.49	9.78	105.88
Scientist/Biologist II	36.23	70.54	10.87	117.64
Scientist/Biologist III	44.50	86.64	13.35	144.49
Scientist/Biologist IV	49.19	95.77	14.76	159.72
Software Engineer	44.50	86.64	13.35	144.49
Sr. Accounts Payable Specialist	29.35	57.14	8.81	95.30
Sr. Administrative Assistant	26.81	52.20	8.04	87.05
Sr. Business Analyst	55.19	107.45	16.56	179.20
Sr. Communications Specialist	45.17	87.95	13.55	146.67
Sr. Construction Manager	67.44	131.31	20.23	218.98
Sr. Construction Technician	44.50	86.64	13.35	144.49
Sr. Consultant	81.17	158.04	24.35	263.56
Sr. Contracts Administrator	36.23	70.54	10.87	117.64
Sr. Cultural Resources Specialist	66.44	129.36	19.93	215.73
Sr. Designer	66.44	129.36	19.93	215.73
Sr. Engineer	66.44	129.36	19.93	215.73
Sr. Finance Analyst	55.19	107.45	16.56	179.20
Sr. GIS Analyst	36.23	70.54	10.87	117.64
Sr. Graphic Designer	30.00	58.41	9.00	97.41
Sr. Human Resources Generalist	44.50	86.64	13.35	144.49
Sr. Human Resources Specialist	45.17	87.95	13.55	146.67
Sr. Hydrogeologist	66.44	129.36	19.93	215.73
Sr. Information Resources Specialist	45.17	87.95	13.55	146.67
Sr. Marketing Coordinator	44.50	86.64	13.35	144.49
Sr. Office Administrator	36.23	70.54	10.87	117.64
Sr. Payroll Specialist	36.77	71.59	11.03	119.39
Sr. Planner	66.44	129.36	19.93	215.73
Sr. Project Accountant	32.61	63.49	9.78	105.88
Sr. Project Controls Specialist	45.17	87.95	13.55	146.67
Sr. Project Coordinator	32.61	63.49	9.78	105.88
Sr. Publications Specialist	45.17	87.95	13.55	146.67
Sr. Scientist/Biologist	66.44	129.36	19.93	215.73
Sr. Software Engineer	55.19	107.45	16.56	179.20
Sr. Surveyor	44.50	86.64	13.35	144.49
Sr. Surveyor of Operations	66.44	129.36	19.93	215.73
Sr. Systems Administrator	55.19	107.45	16.56	179.20
Sr. Technical Aide	26.41	51.42	7.92	85.75
Sr. Technical Editor	45.17	87.95	13.55	146.67
Staff Accountant	32.61	63.49	9.78	105.88
Surveying Supervisor	49.19	95.77	14.76	159.72
Surveyor I	29.35	57.14	8.81	95.30
Surveyor II	32.61	63.49	9.78	105.88
Surveyor III	36.23	70.54	10.87	117.64
Systems Administrator I	36.77	71.59	11.03	119.39
Systems Administrator II	45.17	87.95	13.55	146.67
Technical Aide	23.77	46.28	7.13	77.18
Technical Editor	32.61	63.49	9.78	105.88
Technical Lead	40.86	79.55	12.26	132.67

Discipline or Job Title	Hourly Rate	Overhead 194.70%	Profit 30.00%	Rate Per Hour
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Revised 6/05

Exhibit F Breakdown of Overhead Cost

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor	See Attached	?
Overhead Expenses:		
FICA		?
Unemployment		?
Health/Accident Insurance		?
Medical Aid & Industrial Insurance		?
Holiday/Vacation/Sick Leave		
Commission/Bonus/Pension		?
Total Fringe Benefits		?
General Overhead:		
State B&O Taxes		?
Insurance		?
Administration & Time Not Assignable		?
Printing, Stationery & Supplies		?
Professional Services		?
Travel Not Assignable		?
Telephone & Telegraph Not Assignable		?
Fees, Dues & Professional Meetings		?
Utilities & Maintenance		?
Professional Development		?
Rent		?
Equipment Support		?
Office, Miscellaneous & Postage		?
Total General Overhead		?
Total Overhead (General + Fringe)		?
Overhead Rate (Total Overhead / Direct Labor)	?	

EXHIBIT F

PARAMETRIX, INC.
Firmwide FAR Overhead Rate
For the Year Ended December 2012

	FAR Value	% direct labor
Direct Labor	\$ 15,635,693	
Payroll Taxes and Fringe Benefits		
Pension Plan	1,100,000	7.04%
Vacation, Sick, Holiday Pay	3,460,931	22.13%
Group Insurance	2,324,825	14.87%
Payroll Taxes and Fringe Benefits	<u>2,473,831</u>	<u>15.82%</u>
	\$ 9,359,586	59.86%
General and Administrative Expenses		
Indirect Salaries	10,895,875	69.69%
Building & Equipment	6,575,433	42.05%
Taxes and Insurance	1,581,580	10.12%
Professional Consulting Services	825,811	5.28%
Business Travel	206,794	1.32%
Office Supplies and Expense	454,757	2.91%
Training, Education, Prof. Licenses	<u>475,406</u>	<u>3.04%</u>
	\$ 21,015,657	134.41%
Total Overhead before FCM	\$ 30,375,243	194.27%
Facilities Cost of Money	\$ 67,784	0.43%
Total Allowable Overhead	\$ 30,443,027	194.70%
FAR Overhead Rate	<u>1.9470</u>	<u>194.70%</u>



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 9, 2013

Holli Moeini, CFO
Parametrix, Inc.
1002 15th Street, Suite 200
Auburn WA 98001-6502

Re: Parametrix, Inc. Indirect Cost Rate Schedule
Fiscal Year End December 28, 2012

Dear Ms. Moeini:

We have performed a cognizant review of the examination, and supporting workpapers, of the Indirect Cost Rate of Parametrix, Inc. as presented in the Statement of Direct Labor, Fringe Benefits and General Overhead for the year ending December 28, 2012, in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7.

The examination was performed by the independent CPA firm, Clark Nuber, P.S. The CPA represented that the audit was conducted in accordance with the Government Auditing Standards, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the examination, and supporting workpapers for the Indirect Cost Rate, and the related Accountant's Report we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

Accordingly, we recommend acceptance of the fiscal year ending December 28, 2012, at 194.70% (rate includes Facilities Cost of Capital of 0.43%) of direct labor.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Ms. Moeini
July 9, 2013
Page 2

If you, or any representatives of Parametrix, Inc., have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,



Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: West Olympia Access--IJR

Sub Consultant: _____

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
_____	_____	X	_____	\$	_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____

Total DSC = \$ _____

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of _____ % x \$ _____ = _____

Fixed Fee (FF):

FF Rate x DSC of _____ % x \$ _____ = _____

Reimbursables:

Itemized _____ = _____

SubConsultant Total _____ = _____

Prepared By: _____

Date: _____

**Subconsultant Fee Determination Summary Sheet - Exhibit G-2
Specific Rates of Pay - Fee Schedule**



SCJ Alliance

Client: City of Olympia Public Works

Project: West Olympia Access - Interchange Justification Report Project

Job #: To be determined

Actuals Not To Exceed Billing Rate Table (ANTE)

Job Classifications	Direct Labor Rate Ranges NTE	Overhead 177.03% NTE	Fee 30.00% NTE	Total Hourly Billing Rates NTE
Principal Engineer	\$83.09	\$147.09	\$24.93	\$255.11
Principal Planner	\$76.00	\$134.54	\$22.80	\$233.34
Associate Principal	\$62.00	\$109.76	\$18.60	\$190.36
Senior Consultant	\$71.00	\$125.69	\$21.30	\$217.99
Sr. Project Manager	\$67.68	\$119.81	\$20.30	\$207.80
Project Manager	\$46.14	\$81.68	\$13.84	\$141.66
Project Engineer I	\$39.42	\$69.79	\$11.83	\$121.03
Senior Designer	\$36.60	\$64.79	\$10.98	\$112.37
Design Engineer	\$31.25	\$55.32	\$9.38	\$95.95
Sr. Planner	\$43.78	\$77.50	\$13.13	\$134.42
Planner	\$35.00	\$61.96	\$10.50	\$107.46
Sr. Transportation Planner	\$47.31	\$83.75	\$14.19	\$145.26
Traffic Analyst	\$32.00	\$56.65	\$9.60	\$98.25
Environmental Scientist	\$47.50	\$84.09	\$14.25	\$145.84
Engineering Tech II	\$27.00	\$47.80	\$8.10	\$82.90
Project Coordinator II	\$31.60	\$55.94	\$9.48	\$97.02
Project Coordinator I	\$24.01	\$42.50	\$7.20	\$73.72
Administrative Assistant	\$15.00	\$26.55	\$4.50	\$46.05
Project Accountant	\$49.04	\$86.82	\$14.71	\$150.57

Invoiced hourly billing rates may be less than the rate shown per job classification, but may not exceed the NTE rate.

Prepared by Perry Shea, P.E., Principal
email: perrys@scjalliance.com

Exhibit G-2
Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

West Olympia Access Study Interchange Justification Report

H.W. Lochner

Discipline or Job Title	Hourly Rate	Overhead % 187.26%	Profit % 30%	Rate Per Hour
Principal	\$92.50	\$173.22	\$27.75	\$293.47
Project Manager	\$90.00	\$168.53	\$27.00	\$285.53
Senior Civil Engineer	\$68.01	\$127.36	\$20.40	\$215.77
Senior Structural Engineer	\$79.18	\$148.27	\$23.75	\$251.21
Sr. Transportation Planner	\$62.45	\$116.94	\$18.74	\$198.13
Sr. Traffic Engineer	\$62.45	\$116.94	\$18.74	\$198.13
Sr. Environmental Planner	\$63.02	\$118.01	\$18.91	\$199.94
Structural Engineer	\$60.60	\$113.48	\$18.18	\$192.26
Jr. Structural Engineer	\$32.72	\$61.27	\$9.82	\$103.81
Civil Engineer	\$35.68	\$66.81	\$10.70	\$113.20
Jr. Civil Engineer	\$30.52	\$57.15	\$9.16	\$96.83
Traffic Engineer	\$53.62	\$100.41	\$16.09	\$170.11
Jr. Traffic Engineer	\$28.72	\$53.78	\$8.62	\$91.12
Planner	\$38.61	\$72.30	\$11.58	\$122.49
Senior Engineering/CAD Tech	\$38.00	\$71.16	\$11.40	\$120.56
CAD Tech	\$30.00	\$56.18	\$9.00	\$95.18
Project Control/Administration	\$27.94	\$52.32	\$8.38	\$88.64
Technical Writer	\$27.00	\$50.56	\$8.10	\$85.66
Graphics/Imaging	\$29.99	\$56.16	\$9.00	\$95.15
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00

* Effective June 21, 2014 rates will adjusted. Lochner will provide new rate table annually.

Exhibit G-2
Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

West Olympia Access Study Interchange Justification Report

Shannon & Wilson, Inc.

Discipline or Job Title	Hourly Rate	Overhead % 193.40%	Profit % 30%	Rate Per Hour
Professional I	\$23.19	\$44.85	\$6.96	\$75
Professional II	\$26.28	\$50.83	\$7.88	\$85
Professional III	\$29.38	\$56.82	\$8.81	\$95
Professional IV	\$32.47	\$62.80	\$9.74	\$105
Senior Professional	\$35.56	\$68.77	\$10.67	\$115
Principal Professional	\$38.65	\$74.75	\$11.60	\$125
Senior Proincipal Professional	\$44.84	\$86.72	\$13.45	\$145
Associate	\$51.02	\$98.67	\$15.31	\$165
Senior Associate	\$57.20	\$110.62	\$17.16	\$185
Vice President/Sr. V.P./President	\$72.67	\$140.54	\$21.80	\$235
Computer Analyst	\$41.74	\$80.73	\$12.52	\$135
Information Resources Specialist	\$35.56	\$68.77	\$10.67	\$115
Technician Services (I, II, III)	\$18.55	\$35.88	\$5.57	\$60
Senior Technical Services (Sr., IV)	\$29.38	\$56.82	\$8.81	\$95
Office Services (I, II, III)	\$17.01	\$32.90	\$5.10	\$55
Senior Office Services (Sr., V, IV)	\$27.83	\$53.82	\$8.35	\$90
Technician Services (I, II, III), Overtime	\$23.19	\$44.85	\$6.96	\$75
Sr. Technical Services (Sr., IV) Overtime	\$37.11	\$71.77	\$11.13	\$120
Office Services (I, II, III) Overtime	\$21.65	\$41.87	\$6.50	\$70
Sr. Office Services (Sr., V, IV) Overtime	\$35.56	\$68.77	\$10.67	\$115
		\$0.00	\$0.00	\$0
		\$0.00	\$0.00	\$0
		\$0.00	\$0.00	\$0
		\$0.00	\$0.00	\$0

**Historical Research Associates, Inc.
Schedule of Direct Labor, Fringe and Overhead Rates
for Federal and State Clients
For the Year Ended December 31, 2013**

Description	Total Reported	Disallowed Cost	FAR Reference	Net Allowable	% Direct Labor
Direct Labor	<u>\$ 2,044,741</u>			<u>\$ 2,044,741</u>	100.00%
Fringe Benefits					
Payroll Taxes	\$ 316,105	(18,269)	(1) FAR 31.201-6(e)(2)	\$ 297,836	
Group Insurance	319,827			319,827	
Workers' Compensation Insurance	32,058			32,058	
Retirement	147,629	(4,885)	(2) FAR 31.201-6(e)(2)	142,744	
Vacation, Holiday and Sick Pay	281,968			281,968	
Other Employee Benefits	47,090	(47,090)	(3) FAR 31.201-4(c) & 31.205-14	-	
Bonuses	360,597			360,597	
Total Fringe Benefits	<u>1,505,274</u>	<u>(70,244)</u>		<u>1,435,030</u>	70.18%
General Overhead					
Indirect Labor	854,825	(162,827)	(4) FAR 31.201-6(e)(2)	691,998	
Legal & Accounting	18,774	(4,895)	(5) FAR 31.201-4	12,864	
		(1,015)	(11) FAR 31.202		
Supplies	21,015	(1,952)	(11) FAR 31.202	19,063	
Computer - Training and Maintenance	141,944	(85,903)	(11) FAR 31.202	56,041	
Repairs & Maintenance	12,479			12,479	
Reproduction	696	(487)	(11) FAR 31.202	209	
Dues & Subscriptions	5,493			5,493	
Travel	43,690	(13,556)	(11) FAR 31.202	30,134	
Shipping & Postage	14,277	(725)	(11) FAR 31.202	13,552	
Rent	449,097			449,097	
Depreciation	52,844			52,844	
Temps/Consultants	9,792	(29)	(11) FAR 31.202	9,763	
Insurance	48,968	(15,344)	(6) FAR 31.205-19(e)(2)(v)	33,624	
Professional Development/Training	24,105			24,105	
Telephone	35,655	(360)	(11) FAR 31.202	35,295	
Internet	13,395			13,395	
Recruitment costs	467			467	
Proposal costs	3,178			3,178	
Board of Directors Meetings	12,000			12,000	
Charitable Contributions	2,518	(2,518)	(7) FAR 31.205-8 & 31.205-13(b)	-	
Marketing Costs	105,179	(105,179)	(8) FAR 31.205-1	-	
Interest & Bank Charges	58,388	(58,388)	(9) FAR 31.205-20	-	
Penalties & Fines	303	(303)	(10) FAR 31.205-15(a)	-	
Property & Revenue Taxes	45,539			45,539	
Total General Overhead	<u>1,974,621</u>	<u>(453,481)</u>		<u>1,521,140</u>	74.39%
Total Indirect Costs	<u>\$ 3,479,895</u>	<u>\$ (523,725)</u>		<u>\$ 2,956,170</u>	144.57%

The accompanying notes are an integral part of this schedule.

Historical Research Associates, Inc.
(an S Corporation)

**Schedule of Direct Labor,
Fringe and Overhead Rates for State
and Federal Clients
(With Independent Auditor's Reports Thereon)**

December 31, 2013

Historical Research Associates, Inc.

Schedule of Direct Labor, Fringe and Overhead Rates for State and Federal Clients For the Year Ended December 31, 2013

TABLE OF CONTENTS

Independent Auditor's Report.....	Page 1
Schedule of Direct Labor, Fringe and Overhead Rates for State and Federal Clients.....	Page 3
Criteria Description for FAR Reference.....	Page 4
Notes to the Schedule of Direct Labor, Fringe and Overhead Rates for State and Federal Clients.....	Page 5
Independent Auditor's Report on Internal Accounting Controls Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Schedule of Direct Labor, Fringe and Overhead Rates for State and Federal Clients Performed in Accordance with <i>Government Auditing Standards</i>	Page 10

Doyle & Associates, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

103 Tyler Way, Suite 2 ♦ P.O. Box 446

Lolo, MT 59847

Phone: (406) 273-0700 ♦ Fax: (406) 273-4300

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Historical Research Associates, Inc.
Missoula, Montana

Report on the Statement of Direct Labor, Fringe and Overhead Rates

We have audited the Statement of Direct Labor, Fringe and Overhead Rates for State and Federal Clients (the Schedule) of Historical Research Associates, Inc. (the Company) as of and for the year ended December 31, 2013, and the related notes to the Schedule.

Management's Responsibility for the Schedule

Management is responsible for the preparation and fair presentation of this schedule in accordance with the financial reporting provisions of the Federal Acquisition Regulations (FARs). Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of a Schedule that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on this Schedule based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the schedule is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the schedule. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the schedule, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the schedule in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the

appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Schedule. FAR Part 31 was used as the primary basis for determining costs eligible for reimbursement under government contacts.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the Schedule referred to above presents fairly, in all material respects, the direct labor, fringe benefits and general overhead of the Company as of December 31, 2013 for the year then ended in accordance with the financial reporting provisions of FARs as described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the Schedule, which describes the basis of accounting. The Schedule is prepared on the basis of the financial reporting provisions of FARs, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the requirements of FARs. Our opinion is not modified with respect to that matter.

Restriction on Use

This report is intended solely for the use and information of the Board of Directors and management of Historical Research Associates, Inc., the Montana Department of Transportation, and applicable government authorities related to contracts employing the cost principles of the Federal Acquisition Regulations and should not be used by anyone other than these specified parties.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 5, 2014, on our consideration of the Company's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Company's internal control over financial reporting and compliance.

Doyle & Associates, P.C.

Lolo, Montana
March 5, 2014

Exhibit H

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT'S non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 - Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 – Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 – Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 – Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Highways and Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Highways and Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 – Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 – Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Highways and Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 – Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 – Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Exhibit L
(To Be Used Only If Insurance Requirements Are Increased)

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to \$ 0.00 .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ 0.00 .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ 0.00 .

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Exhibit M-1(a)
Certification Of Consultant

Project No. STPUS-0920
Local Agency City of Olympia

I hereby certify that I am Dan McReynolds, PE and duly authorized representative of the firm of Parametrix, Inc. whose address is 1019 39th Avenue, SE, Suite 100 - Puyallup, WA 98374 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Olympia, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- (a) Employ or retain, or agree to employ to retain, any firm or person; or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be available to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

Exhibit M-2
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I) (B) of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Parametrix, Inc.

(Date)

(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): Parametrix, Inc.

(Date)

(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of _____ * are accurate, complete, and current as of _____ **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____
Name _____
Title _____
Date of Execution*** _____

- * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFQ No.).
- ** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- *** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

NOT APPLICABLE

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone Parametrix, Inc. 1019 39th Avenue, SE, Suite 100 Puyallup, WA 98374
Agreement Number LA-8168	Project Title And Work Description West Olympia Access--IJR Engineering Consulting Services
Federal Aid Number STPUS-0920(009)	
Local Agency City of Olympia	

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, between the Local Agency of _____ City of Olympia, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

LOCAL AGENCY

By _____

By _____

Consultant Dan McReynolds, P.E. Principal

Agency Steve Hall, City Manager

By _____

By _____

Consultant _____

Agency _____

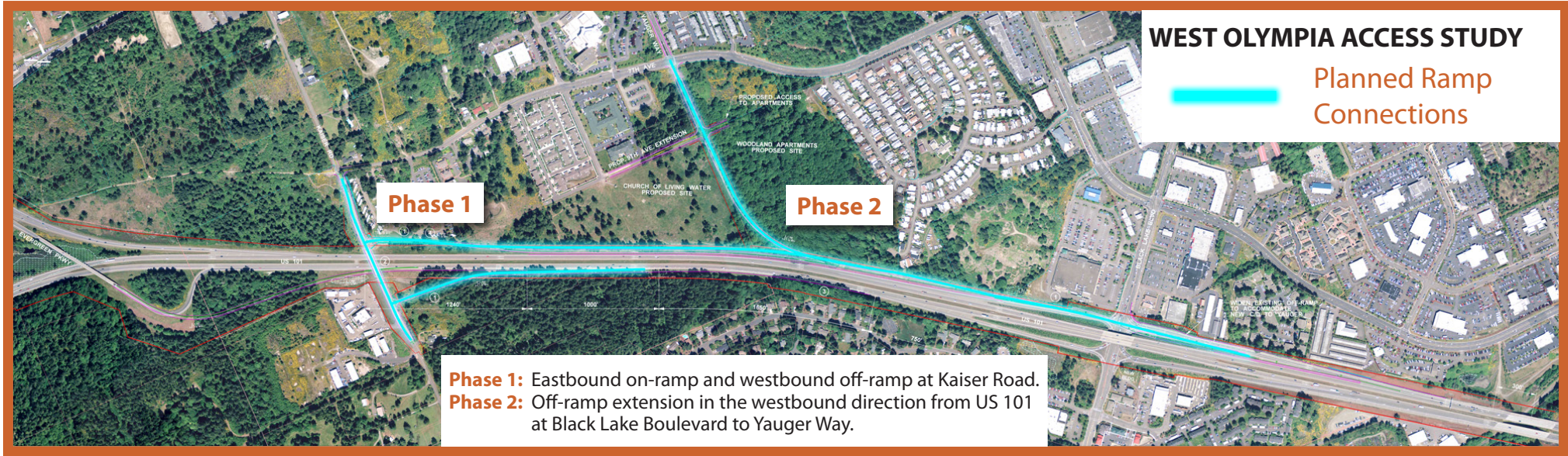
By _____

Agency _____

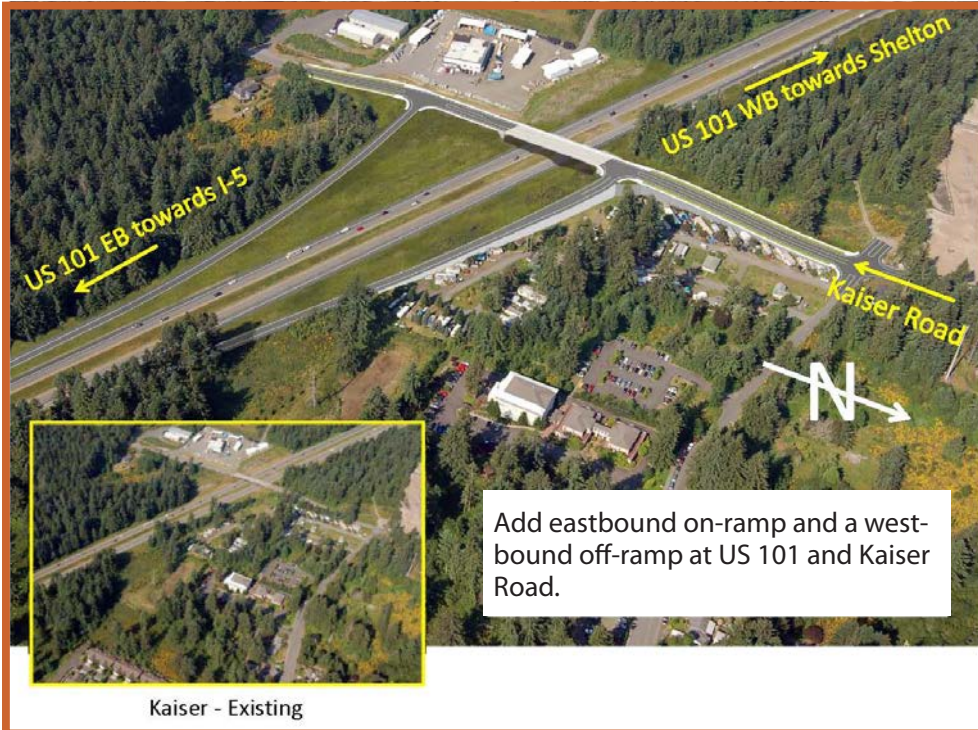
By _____

Agency _____

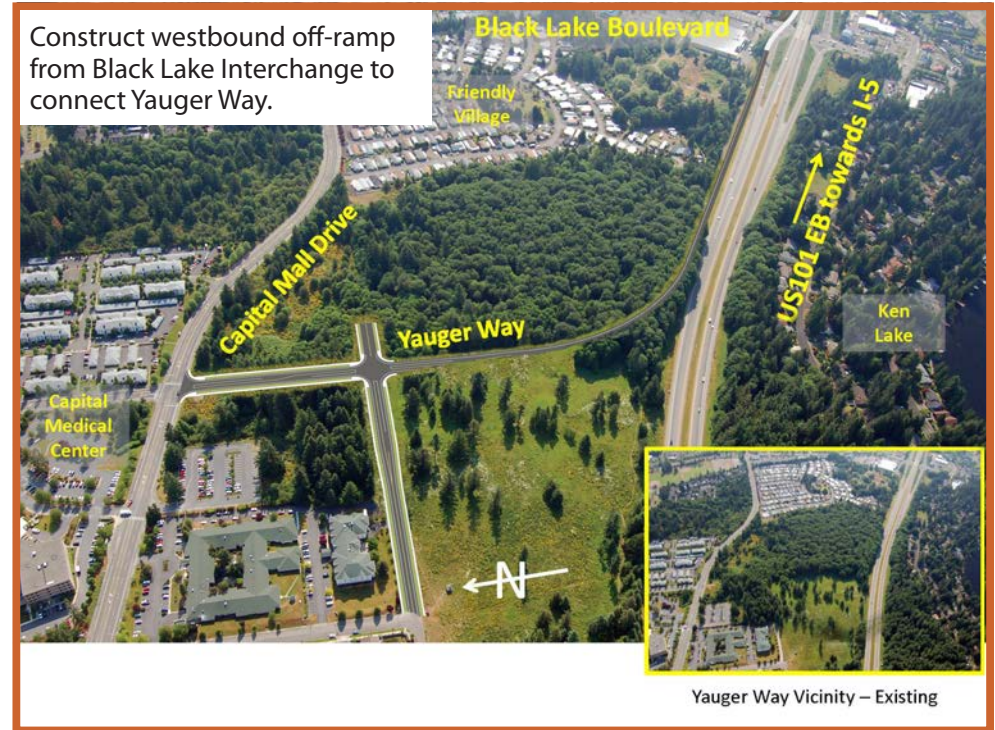
Vicinity Map



Phase 1



Phase 2



City of Olympia

City Council

City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8447

Approval of Recommendation to Expand the Community Renewal Area Scope of Work with ECONorthwest; Direction to Staff to Decline a \$200,000 Recreation and Conservation Office (RCO) Grant; and Guidance on Next Steps in the Community Renewal Area Process

Agenda Date: 6/10/2014

Agenda Number: 6.B

File Number: 14-0559

File Type: decision

Version: 1

Status: Passed

..Title

Approval of Recommendation to Expand the Community Renewal Area Scope of Work with ECONorthwest; Direction to Staff to Decline a \$200,000 Recreation and Conservation Office (RCO) Grant; and Guidance on Next Steps in the Community Renewal Area Process

..Recommended Action

Committee Recommendation:

The Community and Economic Revitalization Committee (CERC) recommends that the City expand the scope of work with ECONorthwest to support additional work with the Citizens Advisory Committee (CAC) in evaluating the designs and cost implications of the development scenarios and that Council direct staff to provide written notice to the Recreation and Conservation Office (RCO) declining the \$200,000 RCO Grant.

City Manager Recommendation:

As recommended by the CERC, move to expand the scope of work with ECONorthwest, and direct staff to decline the \$200,000 RCO Grant. Provide feedback and direction to the CERC regarding the next steps in the Isthmus planning process.

..Report

Issues:

Should the City expand the scope of the contract with ECONorthwest to provide additional consulting services as described in **Attachment 1** to support additional work by the CAC, and should the City provide written notice to the RCO to decline the \$200,000 RCO Grant?

Staff Contact:

Keith Stahley, Director Community Planning and Development Department,
360.753.8227

Presenter(s):

Keith Stahley, Director Community Planning and Development Department
Paul Simmons, Director Parks, Arts and Recreation Department

Background and Analysis:

At the May 15, 2014 CAC meeting the consultant team posed a number of questions

Agenda Date: 6/10/2014

Agenda Number: 6.B

File Number: 14-0559

to the CERC and the CAC regarding the three design scenarios and feasibility analysis that the consultant team prepared. A summary of the consultant team's presentation can be found as **Attachment 2**.

Generally the CAC felt that a plan with several smaller parks strategically placed around the Isthmus and interspersed with a variety of residential, commercial and civic uses was preferred to one large central park. The CAC also liked the idea of transforming Sylvester Street into a "festival street - a street that can be periodically closed to traffic" and they all envisioned a mix of open space comprising approximately 30% of the area and mixed use redevelopment. There was discussion that the 35 foot height limit might be unnecessarily restrictive and that a 42 foot height limit would allow for more interesting architecture while having limited impacts on views. They felt that this issue should be studied in greater detail with visualizations prepared that help to illustrate the impacts from all key vantage points. They also recognized that parking is one of the ways that the City can support redevelopment on the Isthmus and that a comprehensive parking plan for the area should be developed. They do not want parking to be the visually dominating design element for the Isthmus.

Additional Scope of Work.

The CAC agreed that more refinement was necessary in the design scenarios and the cost estimates. They specifically requested that the consultant team look at both the costs and the revenues generated by redevelopment as well as the less tangible impacts that redevelopment might have. They asked that this work be done before holding the open house that is included in Scope of Work. Another meeting of the CAC will be needed to review these materials. A scope for this additional work may be found in **Attachment 1**.

The cost for expanded scope is estimated at \$7,500. Staff will present Council with an appropriation request at a future business meeting.

Recreation and Conservation Office (RCO) Grant.

The City of Olympia was awarded an RCO Grant in 2013 for \$200,000 to assist in the acquisition of the Isthmus park property. The City Manager is in the process of preparing to sign and record a restrictive covenant required by the grant and would like feedback and direction on how to proceed. Recording the covenant will limit the City's flexibility in pursuing redevelopment options on the Isthmus. An assessment of the impacts of the RCO grant and other funding sources can be found **in Attachment 3**. Redevelopment plans prepared thus far include approximately 30% or more of the area as park. While final plans will likely include a similar area of park, having the flexibility to redistribute this property to complement future redevelopment of the Isthmus may be worth not accepting the RCO Grant.

Options:

1. Approve the proposal to amend the scope of work with ECONorthwest to

Agenda Date: 6/10/2014

Agenda Number: 6.B

File Number: 14-0559

provide additional consulting services to support the CAC process and direct staff to write to the RCO and advise them that the City will not be accepting the RCO Grant for the Isthmus property.

2. Do not approve the proposal to amend the scope of work with ECONorthwest to provide additional consulting services to support the CAC process and do not direct staff to write to the RCO and advise them that the City will not be accepting the RCO Grant for the Isthmus property.

Financial Impact:

Within project scope budget at this time. Changes to the scope will require an additional \$7,500 in project budget.

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%

DRAFT ISTHMUS PARK FUNDING CONSTRAINTS MATRIX (5/15/2014)

The City acquired two parcels on the Isthmus on June 14, 2013 for \$3,280,655.57. The purpose of this table is to identify the funding sources, amounts, and the conditions and restrictions inherent to each funding source.

Funding Source	Amount Received	Match Amount	Funding Conditions	Restrictions	Consequences if the property is not used as a park (conversion).
Park Impact Fees	\$903,647	N/A	Spending authority is granted through Council approval of the annual capital budget. Funds collected must be spent within 10 years of collection.	Park impact fees are collected for three park classifications; Community Parks, Neighborhood Parks, and Open Space. Isthmus park is classified as a Community Park; as such only Community Park impact fees may be spent on it. <u>Park impact fees can only be spent on projects that create new recreational opportunities or increased recreational capacity.</u>	Return funds to Community Park CFP Impact fee account, or re-invest in other community park acquisition or development projects.
Recreation Conservation Office Grant (Grant approved 11/1/13)	\$199,348	\$2,800,652	Upon signing the grant contract, “Sponsor will complete demolition of all structures and the development of a city park on the acquired property no later than 10/31/2018. If all demolition and development of the site is not completed by 10/31/2018, then RCO will consider this inaction a conversion of use and requirements per section 23 of this contract will be invoked and the sponsor will be required to complete a conversion of the acquired property.”	RCO Allowable Uses Framework: “RCO grants are intended to support Washington State’s habitat, outdoor recreation, and salmon habitat resources. Uses of project sites must have no overall impairment to the habitat conservation, outdoor recreation, or salmon habitat resources funded by RCO. To be in compliance with the grant, uses of grant-assisted project sites must be either: A. Identified in the project agreement; OR B. Allowed by RCO policy; OR C. Approved by RCO or the funding board.” The project agreement includes the following project description: “The City of Olympia Parks, Arts and Recreation Department will use this grant to acquire approximately 2.34 acres of property in downtown Olympia, Washington to develop a city park. By acquiring these parcels, the City of Olympia will expand its downtown recreation opportunities, preserve expansive views of the State Capitol Building and Capitol Lake, and provide key connections to surrounding park properties and trails. The primary recreation opportunity provided by the project will be expansion of city park facilities for public recreation and leisure.” For more information on the RCO Allowable Uses Framework, see the attached information from RCO Manual #3 – Acquisition Projects.	If it is determined by the RCO that a conversion of use has occurred, the City must replace the property with a <u>new</u> parcel of equal appraised value and of equal recreation utility. Conversions are a formal process and are approved by the Recreation Conservation Funding Board. For more information regarding the RCO Conversion Policy, see the attached information from RCO Manual #7- Long-Term Obligations.
Thurston Co. Conservation Futures Grant (Grant approved 7/5/11)	\$600,000	None	“The Board established conditions for your receipt of these funds: that the Foundation acquires and additional \$1 million within 12 months of the date of this letter (7/13/2011), and the remaining funds for Phase 1 (approximately \$3 million) within 24 months.”	Requires additional research at County regarding restrictions.	Requires additional research at County regarding conversion requirements.
SEPA Park Mitigation Fees	\$113,537	N/A	Spending authority is granted through Council approval of the annual capital budget. SEPA mitigation fees are assigned by Thurston County SEPA official.	These fees are based upon a SEPA Fee Analysis for residential subdivisions exceeding 9 lots located in Olympia’s Urban Growth Area. SEPA mitigation fees are collected for three park classifications; Community Parks, Neighborhood Parks, and Open Space. In the case of Neighborhood Parks, SEPA fee assessments are further refined to north, south and west sub-areas. Isthmus park is classified as a Community Park; as such only Community Park SEPA mitigation fees may be spent on it. <u>SEPA mitigation fees can only be spent on projects that reduce the impact of residential development on existing parks.</u>	Return funds to Community Park CFP SEPA Mitigation Fee account, or re-invest in other community park acquisition or development projects.
Voted Utility Tax	\$1,205,816	N/A	Voter-approved funds are to be spent on land acquisition and development of new parks as well as maintenance of parks. Projects are limited to the scope of the ballot language.	Ballot language: <u>“The Olympia City Council adopted an ordinance to increase the tax on telephone, electrical and natural gas business, for the purpose of funding wildlife habitat, natural areas, open space, parks and trails and recreation-related sidewalks. This ballot measure would allow the City of Olympia to protect and preserve wildlife habitat, natural areas and open space; acquire develop and maintain waterfront, neighborhood, community and special use parks and playgrounds; and construct and improve hiking, biking and walking trails and recreation-related sidewalks by increasing the tax on telephone, electrical and natural gas business by three percent, all subject to review and recommendation by City Council appointed citizen advisory committees.”</u>	Return funds to CFP Voted Utility Tax account or reallocate funds to another similar project.
CIP General Funds	\$540,900	N/A	Funding approved by City Council through the annual Capital Facilities Plan.	CIP General Funds are appropriated by ordinance by the City Council.	None.

ISTHMUS DEVELOPMENT SCENARIOS

MAY 15, 2014

- Discuss desirable mix of uses and design concepts, but not “pick a scenario.”
- Clarify issues and interests that need to be addressed in order to move towards realistic development proposals.
- Provide feedback on next steps, including additional outreach.

- Show potential urban design alternatives
- Understand tradeoffs for City investment
- Assume development that adheres to City zoning code

Top 5 Results from ranking the Guiding Principles

Poster Number	Guiding Principle	Number of Votes (Dots)
1	Create a vibrant mixed use area combining housing, retail, office and park space.	50
4	Create an extraordinary pedestrian environment, which could include public art, public gathering spaces, outdoor dining, street vendors, performance space, retail and restaurants.	48
8	Consider how to eliminate blight and stimulate reinvestment.	36
14	Consider the viability of redevelopment proposals from an economic perspective.	36
2	Consider the needs of existing businesses and property owners so they can grow and prosper.	33





MAP #1



MAP #1



MAP #2



May - Most beautiful, vibrant
piece of city
Craig - beautification is all
Allen - get rid of blight &
create spaces, events,
facilities that bring people
Kathaniel - Activity center
away to the residents "least
... .."

[Yellow sticky note]

MAP #2



MAP #3



Olympia's Isthmus Workshop Landuse Feedback

- Development Type
- Civic
 - Commercial
 - Employment
 - Mixed Use
 - Open Space
 - Residential

MAP #4



Olympia's Isthmus
Workshop Landuse Feedback

- Development Type
- Civic
 - Commercial
 - Employment
 - Mixed Use
 - Open Space
 - Residential

MAP #5



MAP #5



Olympia's Isthmus
Workshop Landuse Feedback

- Development Type
- Civic
 - Commercial
 - Employment
 - Mixed Use
 - Open Space
 - Residential

MAP #6



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Olympia's Isthmus
Workshop Landuse Feedback

- Development Type
- Civic
 - Commercial
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 - Mixed Use
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 - Residential

All Chips



- Every table
 - Redeveloped the Yacht Club parking lot
 - Included a mix of uses on City-owned properties
 - Connected and extended Percival Landing
- Majority of the groups:
 - Demolished the Capitol Center building
 - Redeveloped the Image Source building
- Big Differences
 - Location of park land
 - Mix of uses (focus on housing vs. civic vs. retail)
 - Some tables discussed height limit increase

Sketch Scenario B



Sketch Scenario C

▷ Support dt, don't compete

- ① get mix of density to retail
- ② parking to support



Existing



A: Base Case



B: Central Park



C: Green Connections



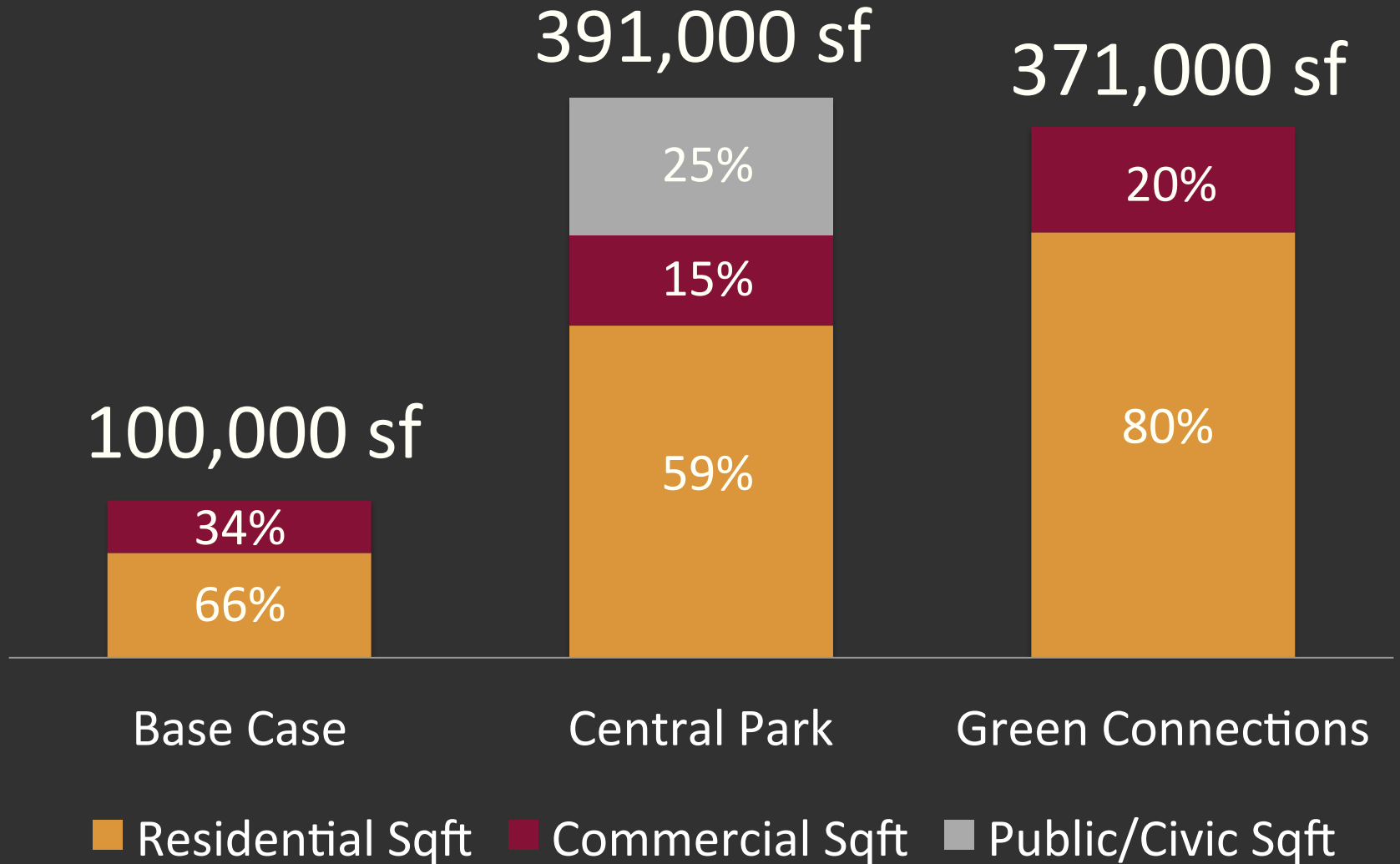
Bell Street Park, Seattle



Top 5 Results from ranking the Guiding Principles

Poster Number	Guiding Principle	Number of Votes (Dots)
1	Create a vibrant mixed-use area combining housing, retail, office and park space.	50
4	Create an extraordinary pedestrian environment, which could include public art, public gathering spaces, outdoor dining, street vendors, performance space, retail and restaurants.	48
8	Consider how to eliminate blight and stimulate reinvestment.	36
14	Consider the viability of redevelopment proposals from an economic perspective.	36
2	Consider the needs of existing businesses and property owners so they can grow and prosper.	33

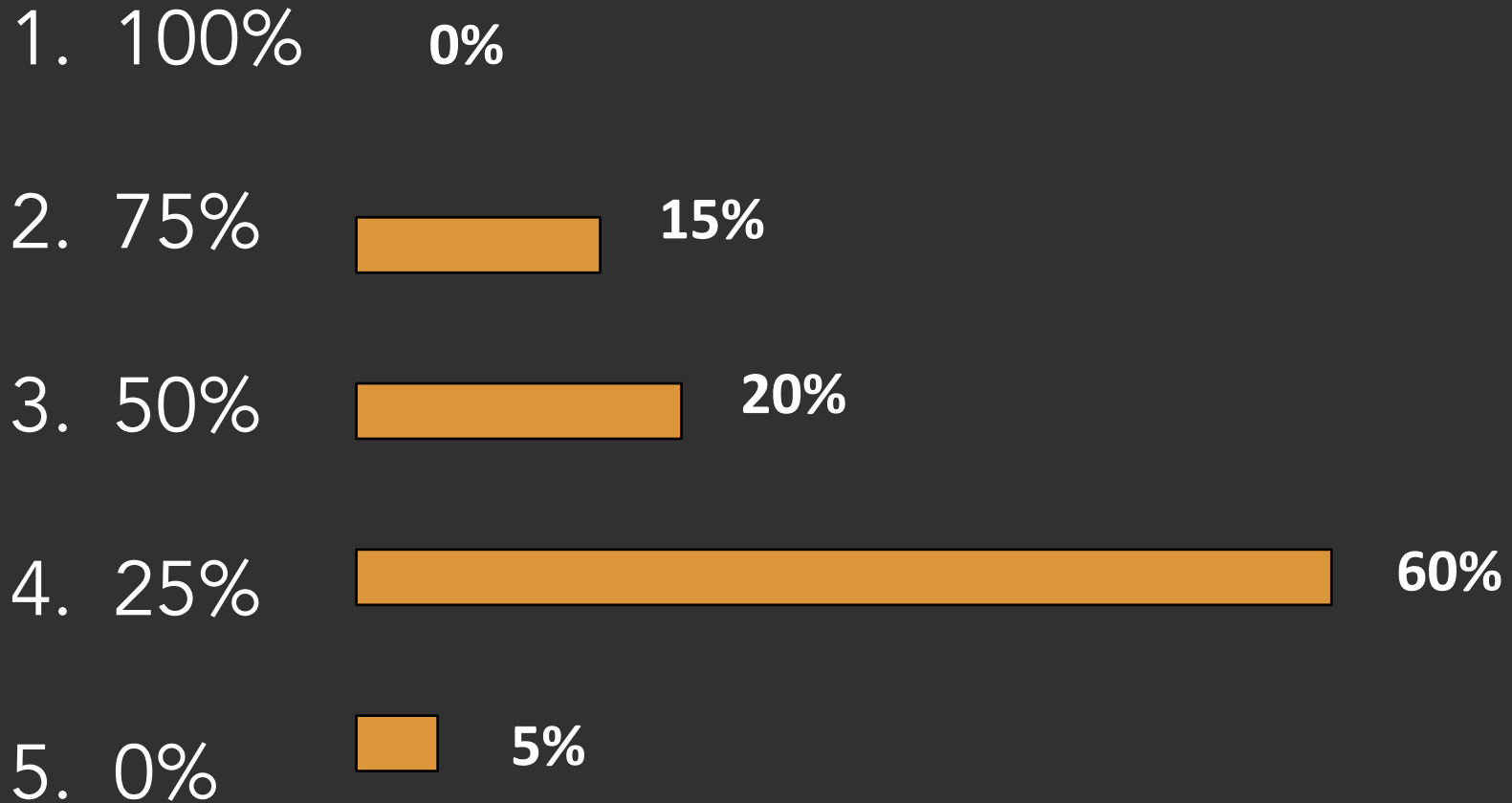
Development Program (square feet)



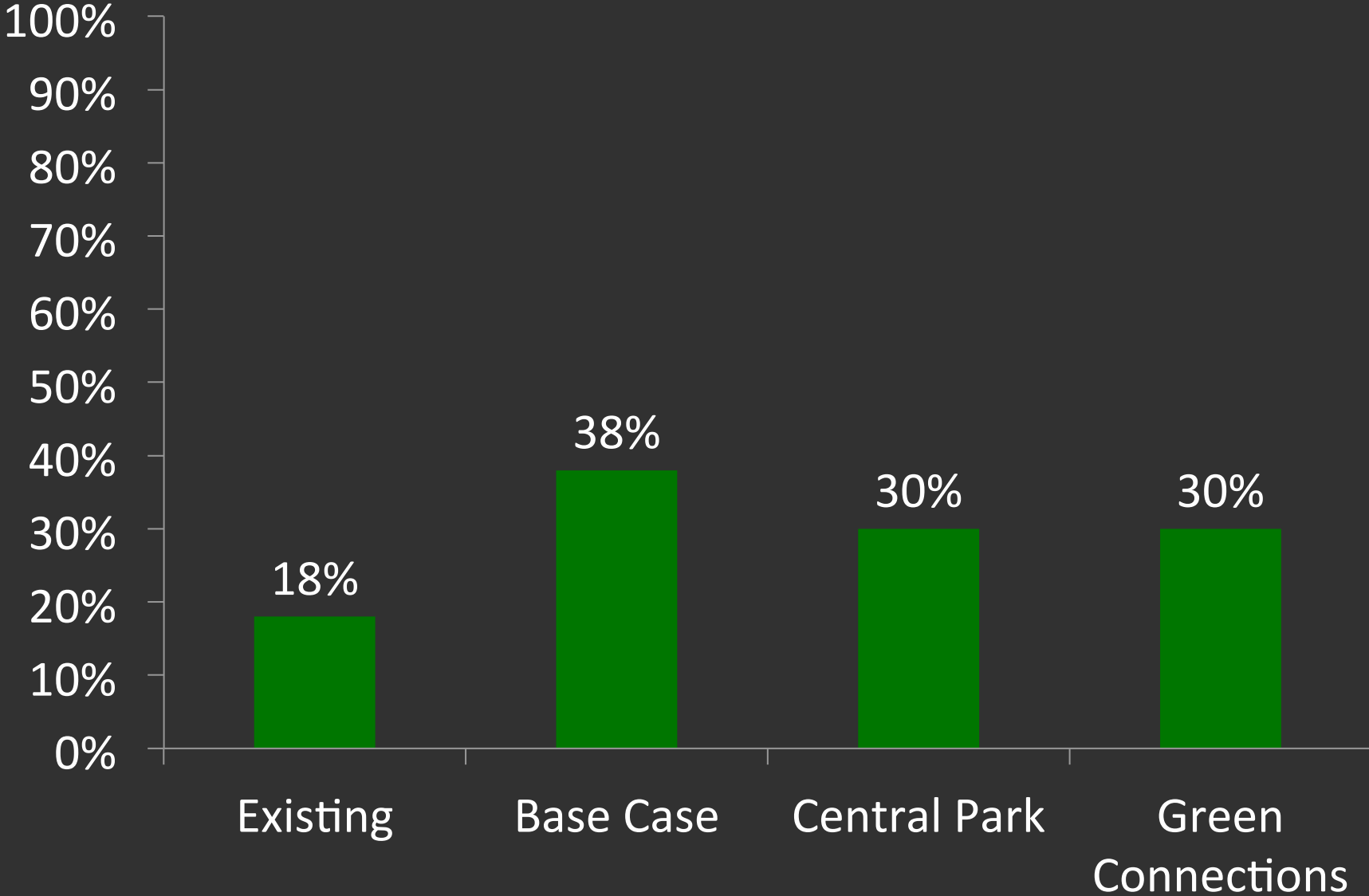
**Does not include adaptive re-use*

Instant Polling Results:

Approximately how much of the Isthmus should be park?



New Park Area (percent)



- Do these designs reflect community priorities?
- What do you like?
- What do you not like?

Rough costs by scenario

Amenities (public control)

Parks on City-
owned land

Streetscape
improvements

Demo &
brownfield
cleanup on City-
owned land

Partnership- dependent

Purchase & site
prep on acquired
parcels

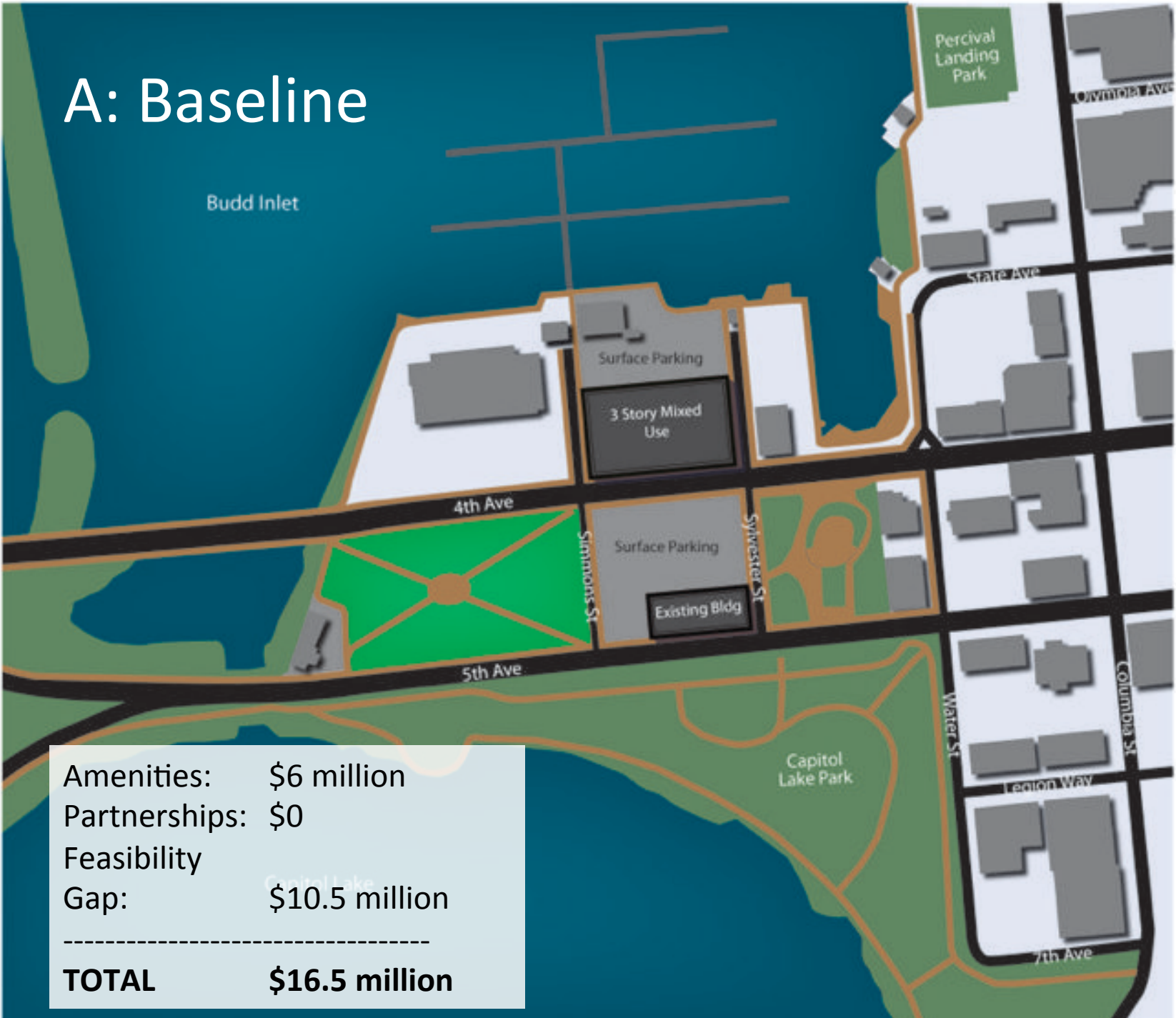
Shared parking
structure

Parks on
acquired land

Feasibility Gap

Revenues minus
building
development
costs

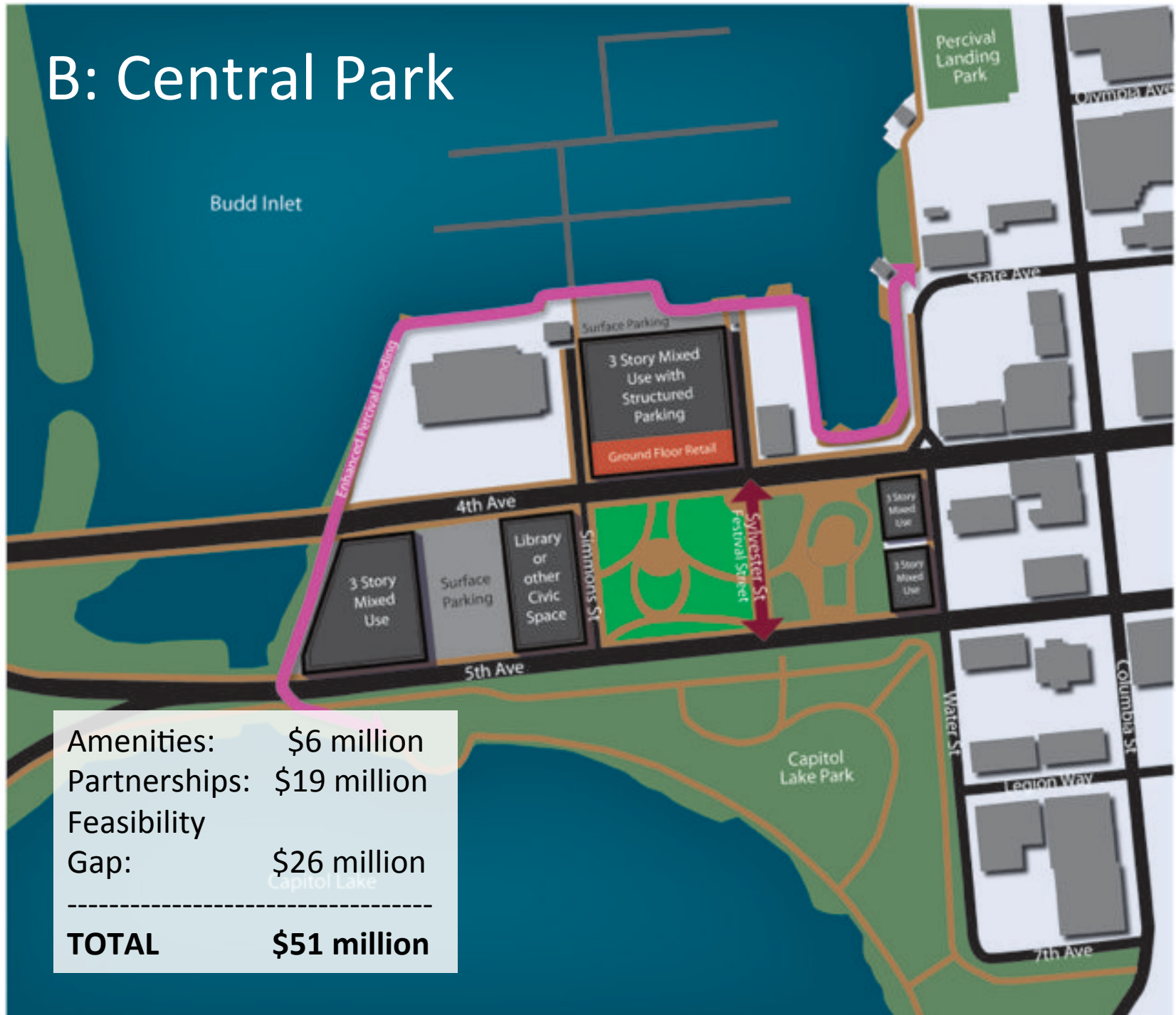
A: Baseline



Amenities:	\$6 million
Partnerships:	\$0
Feasibility	
Gap:	\$10.5 million

TOTAL	\$16.5 million

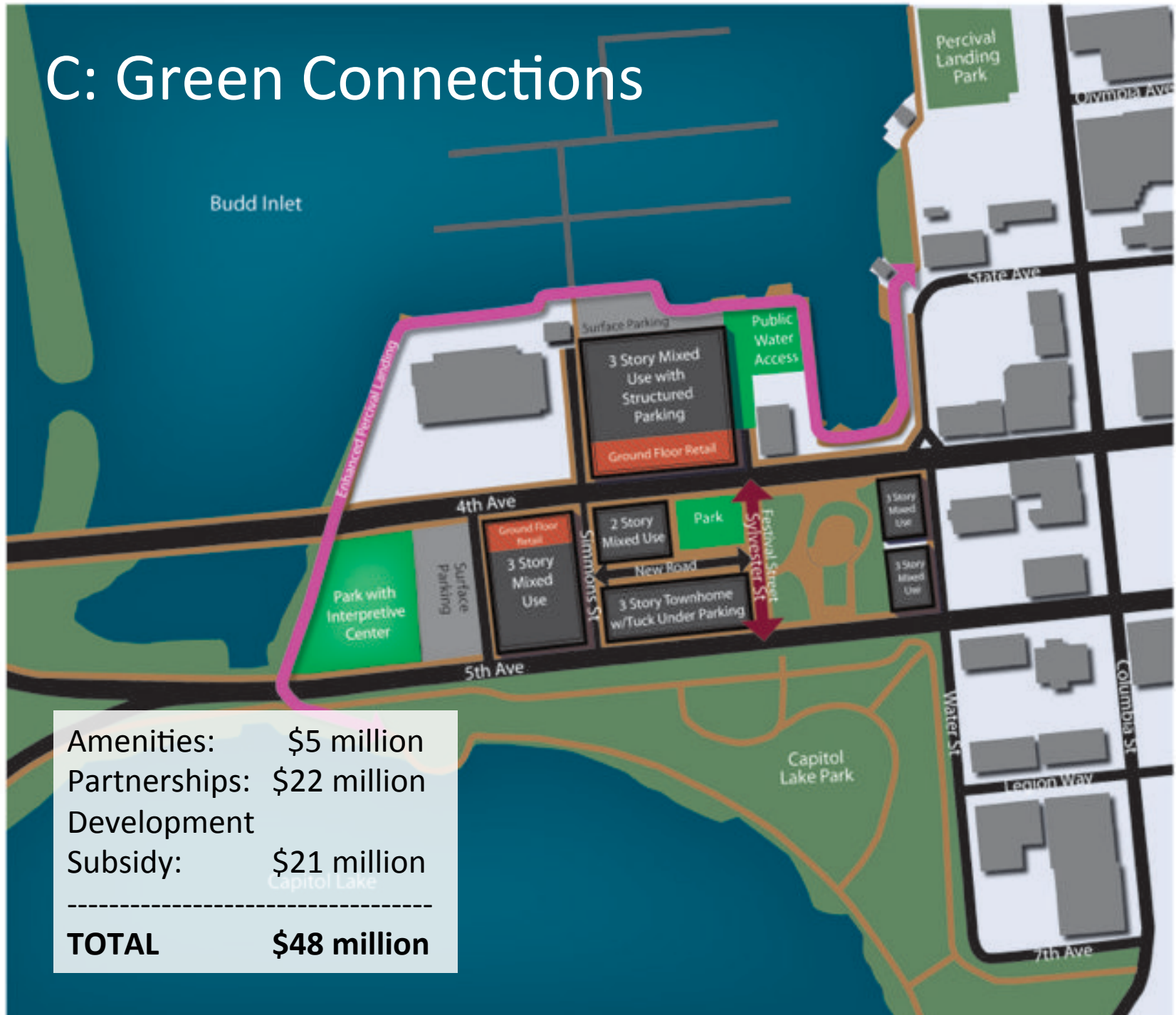
B: Central Park



Amenities:	\$6 million
Partnerships:	\$19 million
Feasibility	
Gap:	\$26 million

TOTAL	\$51 million

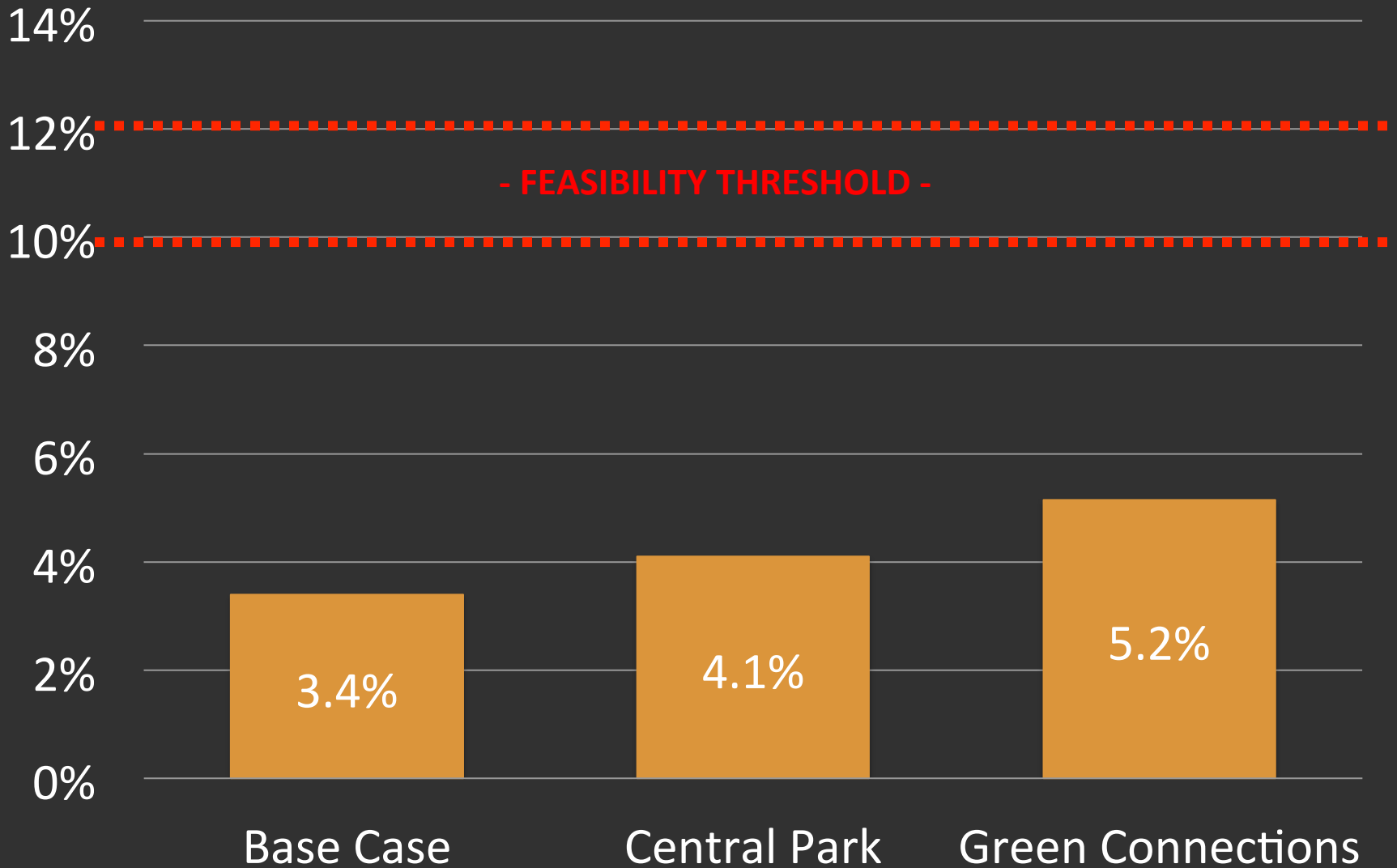
C: Green Connections



Amenities:	\$5 million
Partnerships:	\$22 million
Development	
Subsidy:	\$21 million

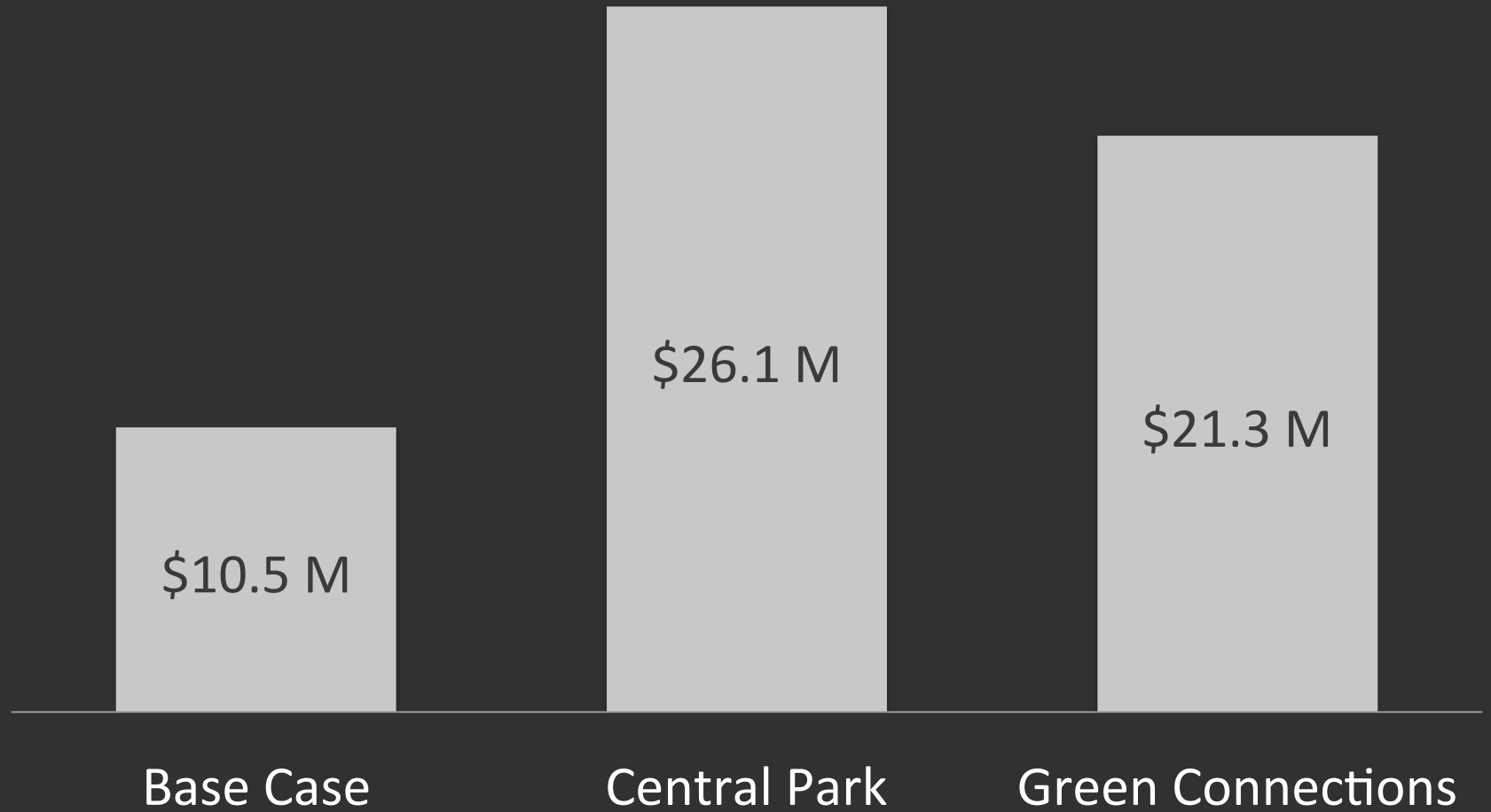
TOTAL	\$48 million

Internal Rate of Return

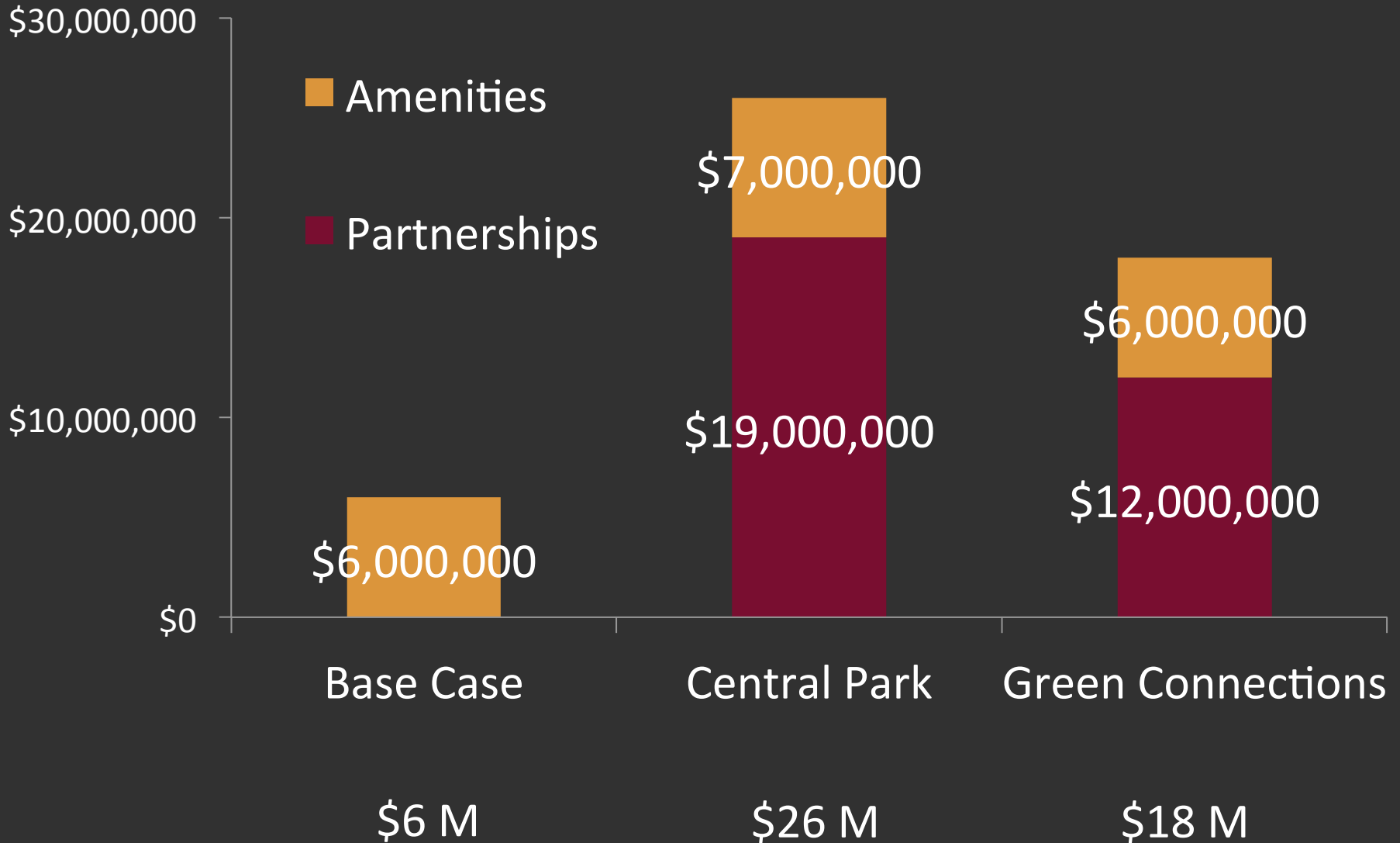


**Does not include adaptive re-use*

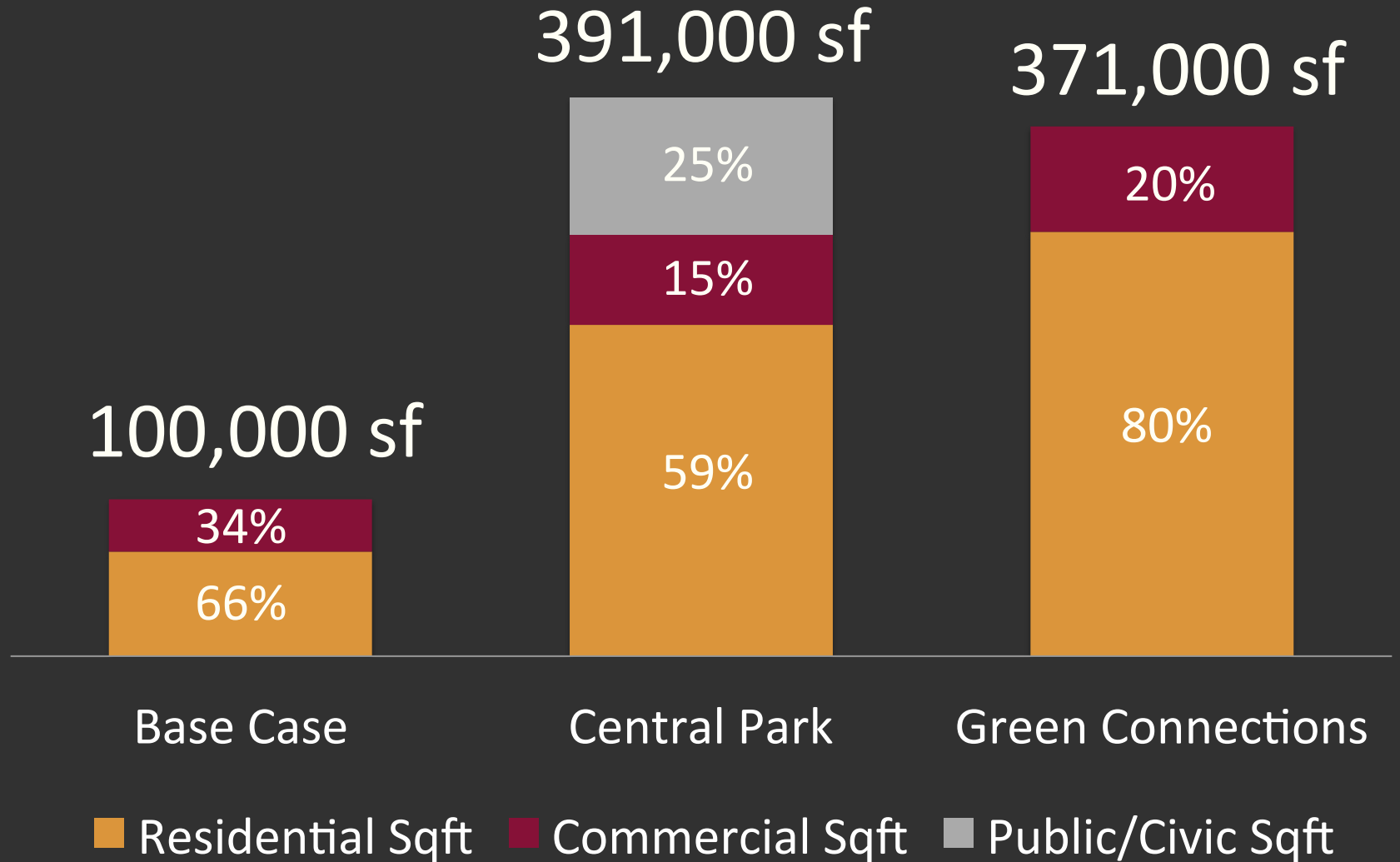
Feasibility Gap



Public Investment



- Decrease development costs
 - Parking ratios
 - City-developed parking
 - City-sponsored acquisition, brownfield remediation, demo
- Increase achievable rents
 - Mix of uses (retail, etc.)
 - Streetscape improvements
 - Parks
 - Building height



**Does not include adaptive re-use*

Building Height



Parking Spaces by Scenario

160 spaces

412 spaces

414 spaces

1.46

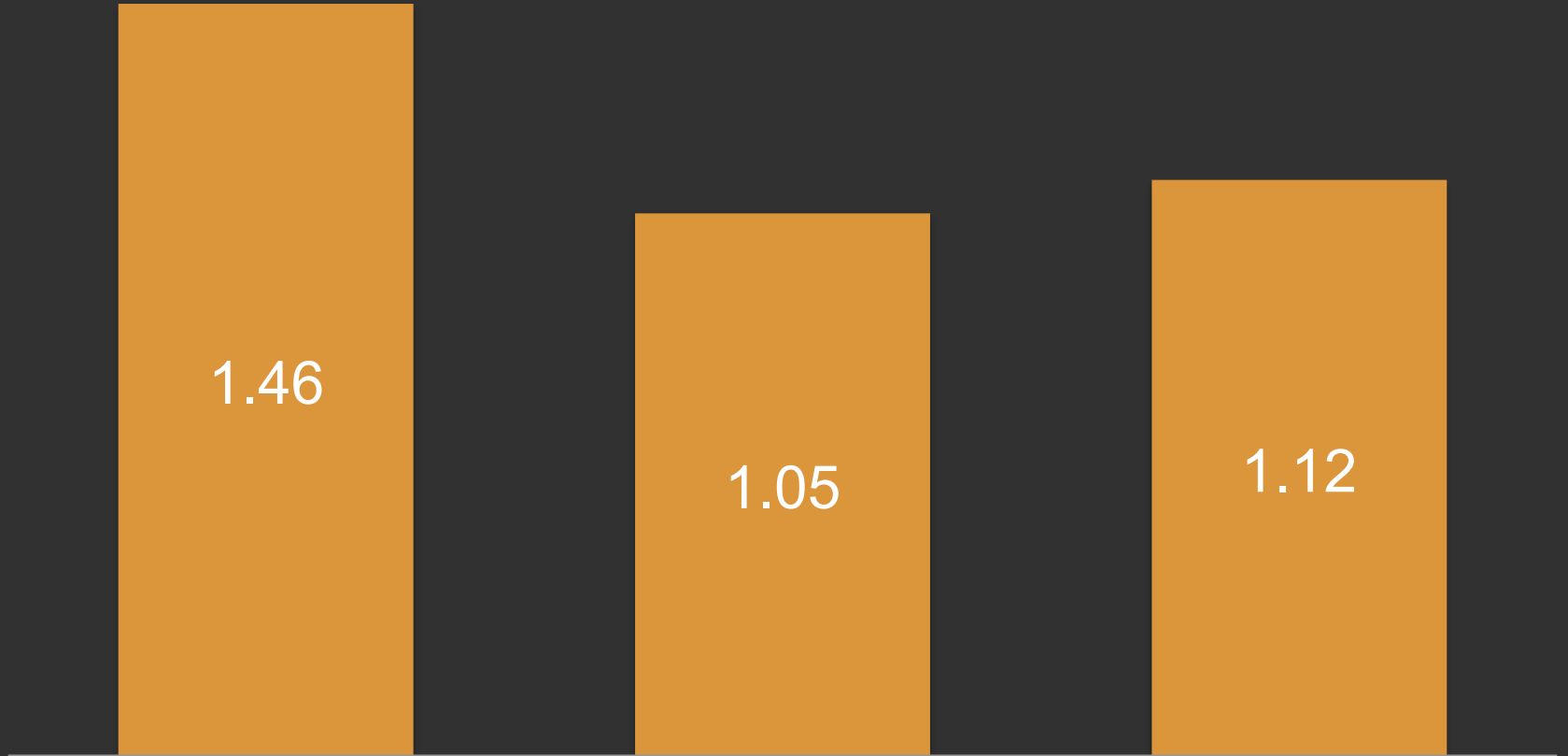
1.05

1.12

Base Case

Central Park

Green Connections

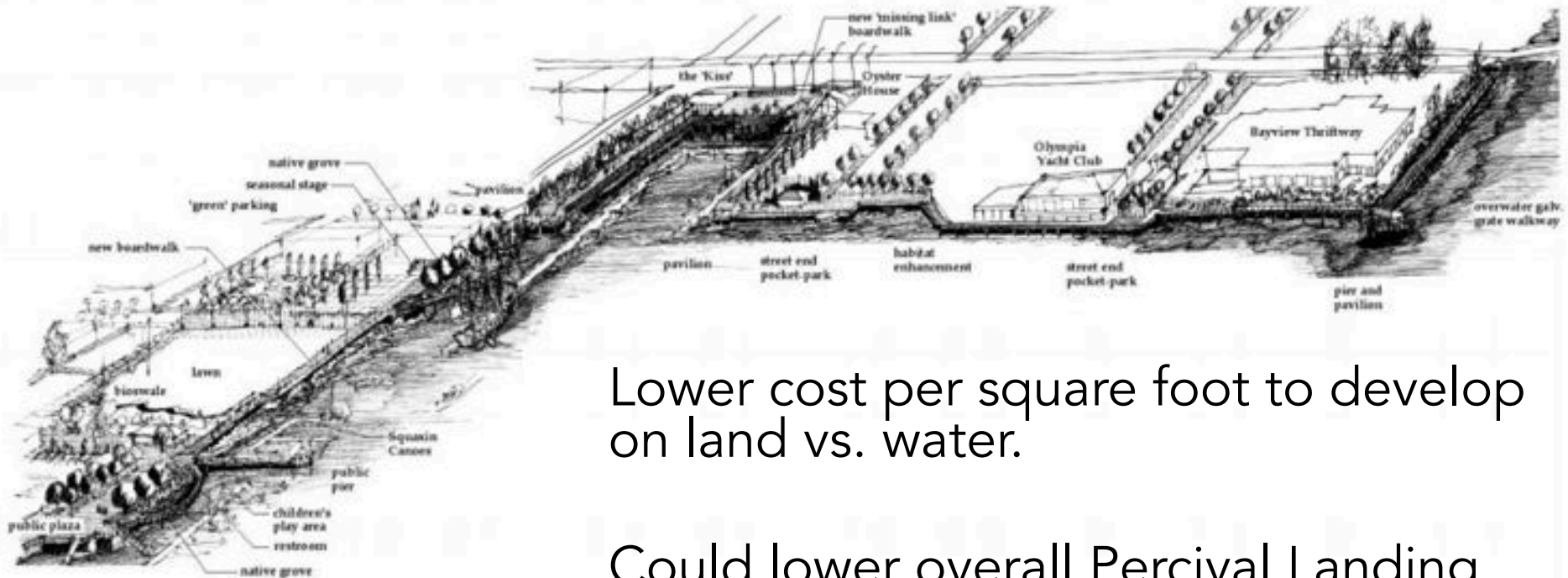


PARTIAL AERIAL OBLIQUE, LOOKING SOUTH

This drawing shows the proposed transformation of Percival Landing, from Percival Plaza around the new 'City Dock,' to the 'The View.'

Final Concept Plan Percival Landing

Partial Aerial Oblique Looking South



Lower cost per square foot to develop on land vs. water.

Could lower overall Percival Landing replacement cost of \$55 million.



PERCIVAL LANDING

One Tree Marina

Martin Marina

Vessel Pump-Out Station

Harbor House (Restroom/Showers)

F Dock

Playground

Olympia Yacht Club

E Dock

Pavillion

Parking

PERCIVAL LANDING

Pavillion

The Olympia Center

Public Restroom

D Dock

E Dock

COLUMBIA

THURSTON

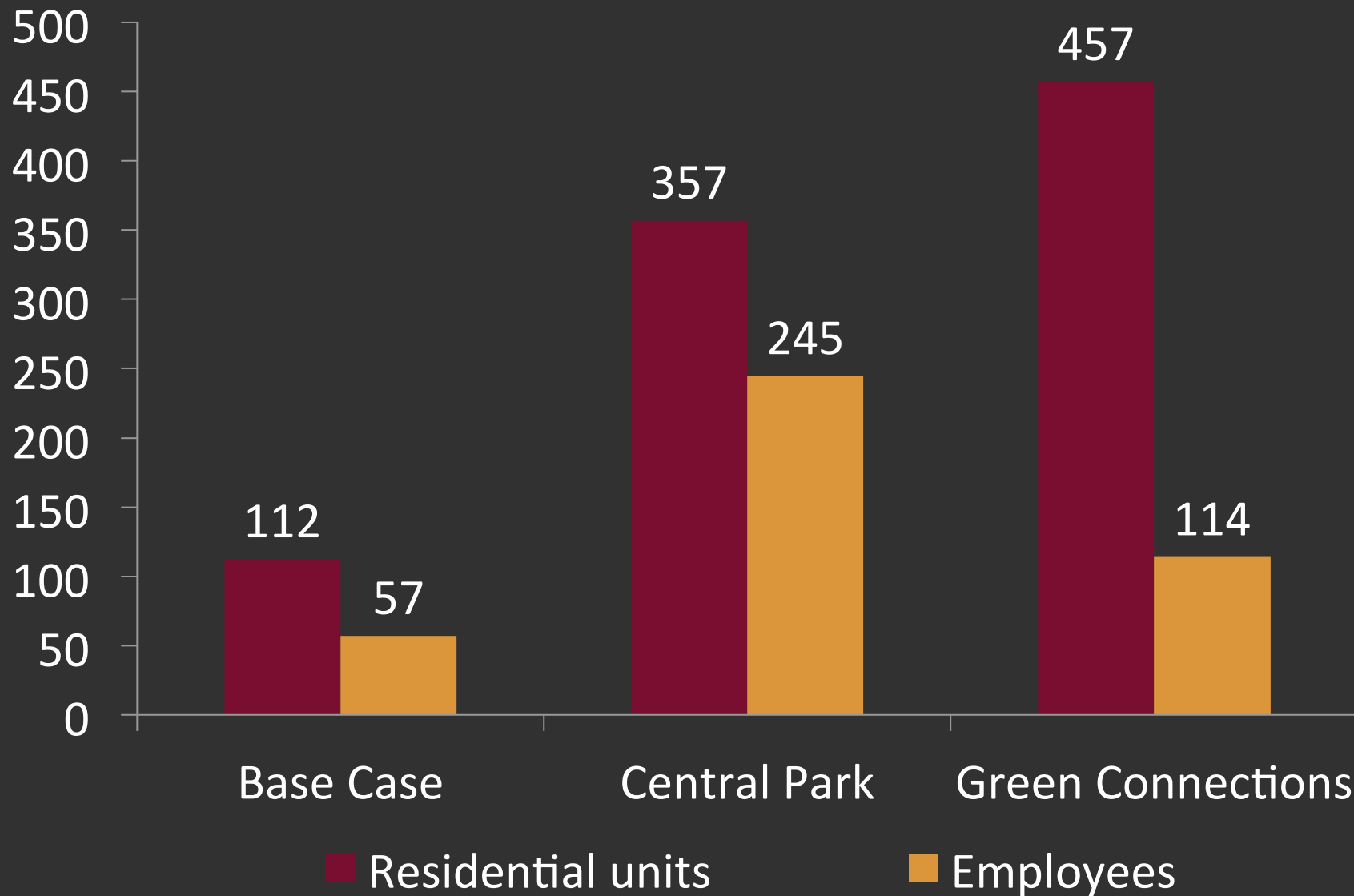
OLYMPIA

STATE

Library



Employees and Residential Units by Scenario



- How does this change your thinking?
- What about mix of uses?
- What about implementation?

- Are we ready for this?
- What are the obstacles?
- What do you think we call this area?