



City of Olympia

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8447

Meeting Agenda City Council

Tuesday, May 6, 2014

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [14-0454](#) Special Recognition of Olympia Police Volunteers

Attachments: [Police Volunteers 2014](#)

2.B [14-0391](#) Proclamation Declaring May as Bicycle Commuter Month

Attachments: [Bike Month Proclamation](#)

2.C [14-0393](#) Presentation of Certificate of Achievement for Excellence in Financial Reporting

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 [14-0453](#) Approval of April 5, 2014 Special Study Session Minutes

Attachments: [Minutes](#)

4.B [14-0435](#) Approval of April 8, 2014 Special Council Meeting Minutes

Attachments: [Minutes](#)

- 4.C [14-0384](#) Approval of April 8, 2014 Special Study Session Minutes
Attachments: [Minutes](#)
- 4.D [14-0423](#) Approval of April 15, 2014 City Council Meeting Minutes
Attachments: [Minutes](#)
- 4.E [14-0448](#) Approval of April 22, 2014 Special Study Session Minutes
Attachments: [Minutes](#)
- 4.F [14-0372](#) Bills and Payroll Certification
Attachments: [Certificates](#)
- 4.G [14-0358](#) Approval of 2014 Pride Festival Beer Garden Request
Attachments: [Beer Garden Proposal](#)
[Pride Festival Map](#)
[2011 Beer Garden Guidelines](#)
- 4.H [14-0366](#) Approval of State Revolving Fund Loan Agreement for State Avenue Stormwater Retrofit
Attachments: [Agreement](#)
[Picture of Filterra Unit](#)
- 4.I [14-0376](#) Approval of Washington State Public Works Loan Agreement in an Amount Not to Exceed \$11,983,650 for Design and Construction of SE Olympia Reservoir
Attachments: [Loan Agreement](#)
[Reservoir Map](#)
- 4.J [14-0442](#) Approval of Woodbury Crossing Phase 2 Final Plat
Attachments: [Final Plat Map Phase 2](#)
[Land Use Map](#)
[Consolidated Conditions of Approval Phase 2](#)
- 4.K [14-0456](#) Acceptance of a Grant in the Amount of \$183,070 from the State Department of Commerce for Installation of Solar Panels on City Hall
- 4. SECOND READINGS**
- 4.L [14-0313](#) Approval of Appropriation Ordinance in the Amount of \$50,000 for the Community Renewal Area Planning Process
Attachments: [Appropriation Ordinance](#)
[CRA Revised Scope and Timeline](#)

4. FIRST READINGS

- 4.M [14-0354](#) Approval of Appropriation Ordinance in the Amount of \$200,000 from the New City Hall Project Fund for Police Annex Demolition and Justice Center Remodel

Attachments: [Annex Demo \\$200,000 appropriation ordinance](#)

- 4.N [14-0359](#) Approval of Ordinance Appropriating \$233,070 for the Installation of Solar Panels on City Hall

Attachments: [Ordinance](#)

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A [14-0444](#) Approval to Use \$50,000 of the Council's Goal Fund for Police Emphasis Patrols and Parks Security

- 6.B [14-0445](#) Approval of Revised Percival Landing F-Float Project Scope and Budget

Attachments: [1. Public Comments](#)

- 6.C [14-0431](#) Direction on Language for Council's Public Hearing Draft of the Comprehensive Plan

Attachments: [Staff Recommended Wording as of April 30, 2014](#)

[Staff Recommendations Presented February 25, 2014](#)

[Map - Transportation Corridors](#)

[Map - Northeast](#)

[Map - Southeast](#)

[Map - Westside and Downtown](#)

[CRA Economic Chapter](#)

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
360-753-8447

City Council

Special Recognition of Olympia Police Volunteers

Agenda Date: 5/6/2014

Agenda Number: 2.A

File Number: 14-0454

File Type: recognition

Version: 1

Status: Recognition

..Title

Special Recognition of Olympia Police Volunteers

..Recommendation

City Manager Recommendation:

Recognize Olympia's Police Volunteers.

Staff Contact:

Amy Stull, Community Programs, 360.753.8049

Presenter(s):

Amy Stull

Background and Analysis:

The Olympia Police Department has a long history of volunteer service. Our current volunteers continue that tradition by participating in Police Explorers, Harbor Patrol and Volunteers in Police Services. The goal of our volunteer program is to assist the Olympia Police Department in its mission.

Our volunteers participate in many activities that would be difficult to accomplish without their dedication. In 2013, Olympia Police Volunteers donated over 9400 hours to the City.

Olympia Police Volunteers May 2014

VIPS

Harbor Patrol

Explorers

AL-LOUZI, AISHEH
BARRETT, JIM
BOSTIC, RUSS
BRIGGS, STEVE
BRUNEAU, ROBERT
BURGESS, DAVID
CAPIGLIONI, JOSE
CONESSA, PATRICK
COOK, BETTY
CRAIG, JANE
CRAIG, TERRY
DASAL, RAMON
DEATLEY, BLADE
DOELMAN, LUCAS
EDWARDS, BOB
FIELD, DUSTIN
GALLAGHER, ANDRIA
HERNANDEZ, SUZY
KEANE, TERRY
LOGAN, BRIDGETT
MAASJO, AUSTIN
MAGDALENO, RON
MASON, STEVE
MELTON, STAN
MORRIS, ASHLEY
NOBLE, TERRIE
PACE, STEVE
PLAYER, JACK
REYER, ROBERT
ROMAN, KEITH
SEGER, SANDRA
SEKERAK, JEAN
SHARPES, DAVE
SMITH, BILL
SMITH, WARREN
STONE, ARTIE
STULL, BERNEICE
TAYLOR, KIRSTEN
TRAPP, STEVE
WASHBURN, BARBARA
WASHBURN, KIM

BROMAN, JIM
 BROWER, PATRICIA
 BRYANT, TOM
 CASSIDY, GENE
 CRABTREE, JOHN
 DAY, JON
 DAY, NICHOLAS
 ERDAHL, DENNIS
 FEUERMAN, JACOB
 FLEISCHER, MARK
 GILLMING, JERRY
 GRAF, MARTIN
 HAGER, STEVEN
 HELLWIG, DARLENE
 KIRCHOFF, NICK
 LAROSA, RICH
 LIRETTE, JAY
 MADDEN, THERESA
 MCMATH, ROBERT
 PARKER, SHERI
 PEASE, PETE
 PETERSON, KAREN
 PETERSON, PETE
 RANDLETTE, LISA
 RUSHING, MIKE
 SCHWARTZ, JOE
 SCOTT, PETER
 SULENES, KIRK
 WHIDDEN, WAYNE
 WITCHER, LINDA
 WOJINKSI, ANNIE

ANDERSON, JOSH
ANG, MICHAEL
BLACKBURN, NICK
BOYDE, LELAND
CARNEY, RYAN
CARPENTER, ERIC
CHURCH, MALACHI
HACKNEY, TRE
JACOBS, JAMES
KOENING, BRANDON
KUNS, MATT
MCBRIDE, TANNER
PEARSON, STEVEN
RAJ, PREET
SLIVA, ALEC
SUPPES, ANDREA
TETERS, JOHN
VARNEY, ALYSSA
WILSON, ALEX

City of Olympia

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

City Council

Proclamation Declaring May as Bicycle Commuter Month

Agenda Date: 5/6/2014

Agenda Number: 2.B

File Number: 14-0391

File Type: recognition

Version: 1

Status: Recognition

..Title

Proclamation Declaring May as Bicycle Commuter Month

..Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve proclamation declaring May as Bicycle Commuter Month.

..Report

Issue:

Approval of proclamation declaring May as Bicycle Commuter Month.

Staff Contact:

Michelle Swanson, Senior Program Specialist, Public Works/Transportation,
360.753.8575.

Presenter(s):

A representative of Intercity Transit will accept the proclamation .

Background and Analysis:

The 27th Annual Thurston County Bicycle Commuter Contest happens in May . This proclamation supports the Contest. A representative from Intercity Transit will be present to receive the proclamation.

Neighborhood/Community Interests (if known):

None.

Options:

None.

Financial Impact:

None.

Attachment:

Bike Month Proclamation

Agenda Date: 5/6/2014
Agenda Number: 2.B
File Number: 14-0391

PROCLAMATION

WHEREAS, transportation accounts for over half of the energy use in Washington State, and over half of our State's air pollution; and

WHEREAS, bicycling is one of the cleanest and most energy-efficient forms of transportation; and

WHEREAS, bicycling is a mode of transportation well suited to small cities like Olympia, where many of our trips are short; and

WHEREAS, bicycle commuting can help reduce congestion and offset costly transportation system expansion; and

WHEREAS, bicycle commuting makes people healthier, more productive, and reduces chronic diseases through physical activity, and

WHEREAS, the City of Olympia has an extensive bicycle network which includes 32 miles of bicycle lanes and of the 60 mile regional trail system, 10 miles are within the City of Olympia.

WHEREAS, the City of Olympia continues to expand the bicycle network, and has received a "Bicycle Friendly Community Award" from the League of American Bicyclists, and

WHEREAS, Intercity Transit, with co-sponsors the Capital Bicycling Club and many local businesses is hosting the 27th Annual Bicycle Commuter Contest during the month of May 2014.

NOW, THEREFORE, BE IT RESOLVED that in recognition of the 45th Earth Day and the 57th National Bike Month, the Olympia City Council hereby proclaims the month of May, 2014 as

"BICYCLE COMMUTER MONTH"

in the City of Olympia and encourages all citizens to ride their bikes to work, school and on their errands during the month of May, and throughout the year.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 6th DAY OF May, 2014.

OLYMPIA CITY COUNCIL

**Stephen H. Buxbaum
Mayor**



City of Olympia

City Hall
601 4th Avenue E
Olympia, WA 98501

Meeting Minutes - Draft City Council

Information: 360.753.8447

Saturday, April 5, 2014

9:00 AM

Council Chambers

Special City Council Study Session to Conduct Business as the Community and Economic Revitalization Committee to Hold a Workshop

1. ROLL CALL

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

Excused: 2 - Councilmember Jim Cooper and Councilmember Steve Langer

OTHER PARTICIPANTS

Citizens Advisory Committee

Alan Miller
George Sharp
Max Brown
Rachel Newman
Kris Goddard
Jim Neiland
Erica Cooper
Theresa Madden
Craig Holt
Dennis Bloom
Jerry Reilly
Jim Morris
Donna Feddern
Bill Robinson
Thera Black
Jerry Parker

Property Owners

Ray Laforge
Tom Skillings

Facilitators

Amy Buckler
Leonard Bauer

2. COMMITTEE BUSINESS

2.A 14-0304 Community Renewal Area Urban Design Workshop

Mayor Buxbaum welcomed everyone and acknowledged the work it took to get to this point in the CRA initiative. The Mayor then introduced Lorelei Juntunen, Scott Fregonese, and John Fregonese, to lead the workshop.

Ms. Juntunen presented an overview of data gathered to date, why the downtown is a focus, and what is and what is not happening downtown.

Mr. John Fregonese asked the group to consider the following items when discussing the future of the isthmus property:

- Economic tradeoff
- Public willingness to pay
- Private sector willingness to partner
- Needed tools

Mr. Fregonese then led the group through instant polling. The group answered multiple choice questions and viewed buildings for visual preference.

A brief discussion followed regarding:

- How to regulate the look of buildings; and
- How form-based code might be considered.

The group began working in teams at their tables. At 11:15 the teams presented their ideas:

Table 1: The main feature of the plan is to create a dynamic town on the isthmus around a central park. They envision combining park space, live in housing and mixed use buildings with work or retail below and housing above. To the east they saw potential for mixed used housing and retail overlooking Heritage Park. The idea is to live, shop, recreate, boat and take advantage of the great views. We suggest an electric trolley between the Capital building, isthmus, and market. Open a restaurant where Image source is currently located. Create major walkways along Percival landing and keep Stormans and the Yacht Club in current locations. Create Olympia monument wall. New residential neighborhood.

Table 2: This team identified stable areas and suggested keeping Stormans and the Oyster House in the same locations and add a parking garage. Traditions would be converted to mixed used housing, restrooms, and retail. The entire portion of the isthmus should be public open space, park, and civic center. Emphasize area to east for residential and keep development off of the isthmus. This area could become an Art District. The team agreed to not have a library but possibly a museum. The goal

is to create a great bike and pedestrian friendly area with public and civic open space except for the stable areas.

Table 3: Emphasis in this plan is in locating housing close to grocery and other retail and establishing a non-motorized corridor connecting to Heritage Park. Percival Landing should be extended all the way around to Imagesource. They discussed new connection from Deschutes Parkway to the roundabout to west side and creating a public plaza area by Oyster House. Develop a boulevard treatment to street and live / work areas by the Olympia Yacht Club and a parking garage with housing on top and plans to move the OYC club house in the future. The Storman's store stays in the current location with a restaurant possibly built on the corner. The team suggested creating more park access by relocating Imagesource. More housing may be created by building condos that orient toward Capitol Lake and apartments at the Capitol Center site. The library could be located east of the isthmus property.

Table 4: The focal points of this plan were in a library area that took up one whole block with pocket parks on the corners. They would also have a restaurant that faces the Lake. There would be a small plaza leading to Heritage Park with housing over retail or civic under housing. The parking garage would have retail on the bottom and provide opportunity for the OYC to expand. They suggest an amphitheater to show off the Dome and next to the kiosks for retail but small. The team was neutral about moving the Imagesource building but if could be worked out, a large park and fountain could be place in that location. Retain the functionality of the major thoroughfares and extend Percival landing, with a walkway under the bridge and over passes.

Mr. Fregonese stated the teams had great ideas and he will create a couple options to represent their ideas.

While 35 feet in current zoning becomes standard zoning, it could be higher on the west margin, maybe 40 or 45; and suggested the CAC consider optional height limits. Currently, there is a state law that limits the height to 35 feet.

Questions were asked regarding next steps and when the public will be engaged. Ms. Juntunen stated there is a follow-up CERC/CAC meeting planned for May 1 to consider the scenarios that Fregonese and Associates develop. The CERC will consider this input on May 29 and the full City Council will review their recommendations on June 10. There will be an open house in July to take the results of all this to the public. We will use the time between now and then to engage other public. On April 16 there will be another workshop for those who were not able to attend today's event.

The composites created by Mr. Fregonese, the feasibility study by Ms. Juntunen will be reviewed by the May 1 meeting and a very high level look at the costs related to the designs.

The Mayor closed the meeting and expressed his gratitude to the participants for engaging with one another, combining their knowledge and perspectives, and coming

up with composites that might be part of downtown. The next steps include the larger community. We will add to our learning process by including the next steps from our consultants.

The discussion was discussed and continued to the Community & Economic Revitalization Committee due back on 4/16/2014.

3. ADJOURNMENT

The meeting adjourned at 11:45 a.m.



City of Olympia

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Information: 360.753.8447

Meeting Minutes - Draft City Council

Tuesday, April 8, 2014

5:30 PM

Room 207

Special Meeting - with Port of Olympia

1. ROLL CALL

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

1.A OTHERS PRESENT

Port of Olympia Commissioners George Barner, Bill McGregor, and Sue Gunn.

2. OPENING REMARKS

Opening remarks and introductions of the topics were provided by Mayor Buxbaum and Commissioner McGregor.

3. ITEMS FOR DISCUSSION

3.A 14-0351 Farmers Market Presentation

Mayor Buxbaum introduced the topic and stated that there are three steps needed to help aid the Market into the future:

- Creation of a Business Plan
- Parking Plan
- Process for determining the long-term ownership and operation of the facility

Eric Hovee, with E.D. Hovee & Company, LLC, presented a Best Practices Assessment for the Farmer's Market. Potential areas of focus for the Market include vendors, marketing, patron responsiveness, business and financial management, site control, organizational capacity, community engagement, and public-private partnerships.

The Council and the Commission engaged in a question and answer session about items to consider for the creation of a Business Plan and partnerships.

The report was received.

3.B 14-0352 Port Stormwater Upgrades

Alex Smith, Director of Environmental Programs with the Port, provided an update on the Port's plans for expansion of stormwater facilities to deal with contaminants generated from the Port's activities. The Port is focusing on a system that uses hydrogen peroxide to aid in cleaning the water before it is released into the Inlet. Hydrogen peroxide is added to the storm water and then it is run through a series of filters that will take solid materials and metals out prior to discharge.

The Council and Commission engaged in a question and answer session about how the system works, other treatment options, and system costs.

The report was received.

3.C 14-0353 Real Estate Development Planning

Mike Reid, Senior Manager for Business Development with the Port, provided an overview of the Port's preparation of a Real Estate Development Master Plan to guide future development of Port-owned property. The plan will guide future planning events such as the formation of Local Improvement Districts, assist in necessary municipal comprehensive plan updates, define infrastructure investments, Planned Action SEPA's, and any necessary environmental reviews for activities and projects identified.

The Council and Commission engaged in a question and answer session about the areas to be included in the plan and potential joint planning efforts.

The report was received.

4. ADJOURNMENT

The meeting adjourned at 6:45 p.m.



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601 4th Avenue E
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Meeting Minutes - Draft City Council

Information: 360.753.8447

Tuesday, April 8, 2014

7:00 PM

Council Chambers

Special Study Session

1. ROLL CALL

Present: 6 - Mayor Stephen H. Buxbaum, Mayor Pro Tem Nathaniel Jones, Councilmember Jim Cooper, Councilmember Julie Hankins, Councilmember Jeannine Roe and Councilmember Cheryl Selby

Excused: 1 - Councilmember Steve Langer

OTHERS PRESENT

Community Planning and Development Deputy Director Leonard Bauer
Associate Planner Amy Buckler
Public Works Transportation Senior Planner Sophie Stimson
Thurston Regional Planning Council (TRPC) Senior Planner Thera Black
Intercity Transit (IT) Planning Manager Dennis Bloom
Olympia Planning Commissioners Jerome Parker, Roger Horn, Judy Bardin, and Carole Richmond

2. SPECIAL STUDY SESSION TOPICS

- 2.A 14-0308** Discussion and Potential Guidance on the Comprehensive Plan Update including Background Information, Process and Next Steps Regarding Olympia's Urban Corridors

Mr. Bauer provided an overview of the history of the Comprehensive Plan (CP) Urban Corridors (UC), a concept which integrates transportation and land use, initially designated in 1994. He outlined the relationship between housing, transportation, and transit, defined existing corridor width, and explained rationale for staff's recommendation for narrower corridors.

Ms. Black gave a regional perspective overview. She explained how regional corridors are designated, what the objectives are, and the relationship between transportation and land use. She discussed traffic congestion, public desire for more travel mode choices, the creation of urban lifestyle opportunities which support walking, and how to lower infrastructure and environmental impact costs. She outlined the objectives of the Urban Corridors Task Force to understand background conditions along the

region's key urban corridors, identify and understand barriers to achieving adopted land use visions, and identify potential opportunities for addressing those barriers.

Mr. Bloom provided an overview of the IT system relative to Olympia and the urban corridors. He outlined service levels and discussed the need to build density to support high frequency transit service. He discussed the Smart Corridor project which allows buses an extended time to pass through intersections and the need for a mix of housing services and jobs to support successful community transit service.

Mr. Bauer discussed the changing perspective of neighborhood character over time and how wider corridors enable a better mix of services.

Commissioner Parker discussed how the UC designation applies to certain areas in the vicinity of major arterial streets with the intent to intensify commercial uses for larger structures near the street edge, with less intensive uses and smaller structures farther from the street to transition to adjacent properties. An emphasis on creating opportunities to live, work, shop, and recreate will be located within walking distance of nodes, or intersections that are more intensely developed. He explained the reasons for the nodal approach and the removal of the Capitol Way corridor due to public comments from an adjoining neighborhood.

Commissioner Horn discussed the changing future land use map and neighborhood center approach to development.

Discussion included the following:

- TRPC population projections of where future development will occur.
- Easton's 2009 report.
- Clarify language regarding widening, density, and mobility.
- Actual physical widening is not contemplated or likely, and traffic may decrease due to proximity of goods and services.
- The relationship between amenities and mobility.
- Municipalities of Burlington, Vermont, and Greenville, North Carolina, have reduced traffic carrying capacity in through streets, creating positive impacts on economic activity .
- Question of adequate space to accommodate anticipated growth.
- Existing work done regarding population projections.
- The need for a 25% market factor and near-term market for dense housing in the Capital Mall area.
- Inability to perform in the past and the need for one good project, perhaps Columbia Heights, establishing a precedent.
- Targeting 25 units per acre.

- The impact of ADUs and infill on density.
- Quarter mile is on the transportation map in the draft plan, not on the land use map.
- Concern about corridors with hills and impact for pedestrian access.
- Public investment for wider sidewalks, creation of pedestrian scale, and nudging for State, Fourth, Martin/Boulevard, and Harrison and Division nodes.
- Focus on downtown as essential to City growth and encourage people to move downtown.
- General consensus for support of PC proposal. .
- Decreasing the size of potential high density commercial areas.
- Use of incentives and opportunity sites.
- Linking to the Economic Chapter and land use component.
- Development and deployment of a fully connected transportation system that makes the most of multi-modal, transformational applications.

The discussion was completed.

2.B 14-0329 Discussion and Potential Guidance on the Comprehensive Plan Update including Background Information, Process and Next Steps Regarding Urban Agriculture

Ms. Buckler gave an overview of urban agriculture as addressed in the Comprehensive Plan. She explained why staff supports the revisions to the plan proposed by the Planning Commission encouraging active partnership in the food network and public input on policies to the implementation plan.

Commissioner Richmond discussed how climate change may impact food security/ insecurity and described ways to reduce the amount of miles our food travels, how to encourage smaller scale farming, how to maintain food affordability; and how to use urban areas in yards and community gardens. She distributed an article from the United Nations on small scale urban farming.

Discussion included the following:

- Implementation issues.
- Urban versus rural agriculture and the role of the City.
- The three day food supply scenario.
- Possible conflicts where different uses meet.
- Backyard chickens.
- Investment in more community gardens?
- Working with Thurston Food System Council to foster collaboration and active engagement in the local food system.
- Puget Sound Regional Council for guidance with developing integrated and sustainable policy and action recommendations to strengthen local and regional food systems.

The discussion was completed.

3. ADJOURNMENT

The meeting was adjourned at 9:23 p.m.



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Meeting Minutes - Draft City Council

Information: 360.753.8447

Tuesday, April 15, 2014

7:00 PM

Council Chambers

1. ROLL CALL

Present: 6 - Mayor Stephen H. Buxbaum, Mayor Pro Tem Nathaniel Jones, Councilmember Jim Cooper, Councilmember Julie Hankins, Councilmember Steve Langer and Councilmember Jeannine Roe

Excused: 1 - Councilmember Cheryl Selby

1.A ANNOUNCEMENTS

Mayor Buxbaum noted flags are flying at half staff in acknowledgement of the recent devastating land slide in Oso, Washington.

1.B APPROVAL OF AGENDA

Councilmember Langer moved, seconded by Councilmember Hankins, to approve the agenda. The motion carried by the following vote:

Aye: 6 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins, Councilmember Langer and Councilmember Roe

Excused: 1 - Councilmember Selby

2. SPECIAL RECOGNITION

2.A 14-0379 Proclamation Recognizing the Accomplishments of the Olympia Area Chinese Fellowship

Mayor Buxbaum introduced this item and highlighted a picture on the screen of the historical marker and plaque which speaks to the rich heritage of the Chinese Community here in Olympia. He said this plaque was placed near Heritage Fountain Park in 2004 by the Olympia Area Chinese Fellowship, the Olympia Heritage Commission, and the Locke Family Association. He introduced Ms. Toy Kay, the founder of the Chinese Fellowship. Ms. Kay thanked the Mayor, the Olympia Area Chinese Fellowship, and the Chinese community. Mayor Buxbaum thanked Ms. Kay for her many contributions to Olympia, our region, and state. He then read the proclamation.

The recognition was received.

3. PUBLIC COMMUNICATION

Ms. Jane Stavish, 4443 Frontier Ct SE, asked for a feasibility study on the woods adjacent to LBA Park.

Ms. Vicky McCarley, 2104 Allen Rd SE, spoke in support of an open and transparent feasibility study of the forest adjoining LBA Park.

Mr. Jeff Doyle, homeless outreach worker, asked the Council to table the second reading of the drug free zone designation in downtown for further research.

Mr. Timony Page, homeless, sang a song about the Fukushima nuclear fallout.

Ms. Lara Anderson, owner of the Red Door in downtown, spoke in support of the proposed drug free zone.

Mr. Ron Nesbitt noted the first settlers in Olympia included black people and asked why there is currently no black community.

Ms. Jessica Archer spoke in support of the drug free ordinance. She presented a petition with over 300 signatures supporting this ordinance.

Mr. Eric Bowman, 2117 Karen Frazier Rd, spoke in support of the City acquiring the woods behind LBA Park.

Mr. Theodore Thomas, 2917 Amhurst St, spoke in support of conducting a feasibility study to purchase property near LBA Park.

Mr. Bob Wadsworth, 5407 Brenner Rd NW, spoke as a member of the Black Hills Audubon Society in support of the LBA Forest Park.

Ms. Sara Peté, Olympia Timberland Library Librarian, shared upcoming events at the library.

Mr. Jeff Marti, 2915 Briarwood Ct SE, Boardmember of the LBA Woods Park Coalition, said the Parks Plan calls for large parcels for future parks. He shared a map showing parcels of at least 25 acres and said most are not feasible for athletic fields or are not for sale. He noted the LBA Park site is ideal and the City should hold a Special Study Session to discuss purchase of the Bentrige parcel.

Ms. Kris Norelius, 4460 Village Dr SE, spoke in support of purchasing the Bentrige parcel and said there is currently no single rectangular park in the City.

Ms. Bonnie Jacobs, 720 Governor Stevens Ave, spoke in support of a feasibility study to purchase property near LBA Park.

Ms. Maria Ruth spoke in support of the purchase of the LBA woods.

Ms. Cristiana Kaminsky, spoke in support of purchasing the LBA Woods.

Mr. Jess Stevick, coach at Olympia High School, spoke in support of purchasing the woods near LBA Park for local athletes.

Mr. John Woodford, Thurston County resident and architect, spoke in support of the purchase of the woods near LBA Park.

Mr. Sherwin Shabdar, 4107 41st Loop SE, high school student, said he is against the prospect of hundreds of additional students attending the high school if the property behind LBA Park is developed with homes. He urged the Council to consider purchasing the woods near LBA Park.

Ms. Brianna Gage, member of Earth Corps Group at Olympia High School, said she appreciates and uses the woods behind LBA Park and encouraged the Council to keep this property as woods.

Ms. Deb Nickerson, Black Hills Audubon Society President, asked that the woods near LBA park be kept as is in honor of Jay Butts, a local tree advocate.

Mr. Randy Thyberg said the LBA Woods is a visual treasure and urged the Council to acquire this space.

Ms. Gayle Newsom said she lives close to Capitol Lake and walks it daily. She said there is a dangerous bottleneck at the 5th Avenue dam and asked Council to widen the walking area.

Ms. Angela Cherry urged Council to pass the drug free zone ordinance.

Mr. Jim Reeves spoke of an impending earthquake.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

Mayor Pro Tem Jones noted 5th Avenue dam is owned by the State.

Mayor Buxbaum asked for a summary on the LBA Park issue from City Manager. Mr. Hall said the City does not have the money to buy this land which is for sale for \$6.5 million. He said State Recreation and Conservation Office (RCO) Grants are very competitive, and Conservation Futures are earmarked for the gopher habitat. He said most of the funding will need to come from the community since current City Park funds are needed for repairs at Percival Landing, the completion of West Bay Park, the development of seven neighborhood parks, property for the isthmus park and many other deficiencies. He said work is beginning on the Parks Plan update to be finished in 2015. Mr. Hall described the process for updating the Parks Plan and said the update will assess new priorities and opportunities. Parks, Arts, and Recreation Director Paul Simmons noted the Parks Plan is updated every five years.

Discussion items included the following:

- The problem is making choices of priorities. The City does not have the money to maintain what we currently have.
- Funding for the Isthmus Park or the LBA Woods park simply comes down to money.
- Open space is important.
- Should identify the LBA parcels in our Parks Plan so we can apply for grants.
- The Council should have continued dialogue.
- Consider referring to the Finance Committee.
- Consider buying a portion of the parcel for trail.
- The residents could consider funding the purchase through an LID (Local Improvement District).
- Is there a potential for accelerating the Parks Plan? Staff is just starting to review it.
- May have to go to the voters.
- In the past the Council spoke of truth in marketing for new projects.
- There are statutory procedures that must be followed.
- The Finance Committee could give reality and clarify funding to the community.
- The Finance Committee should evaluate this park purchase within the context of other goals in the Parks Plan and other City priorities.
- This process could be good kick off to the update of the Parks Plan. Include chairs of relevant advisory committees at this Finance Committee meeting.
- Hope the residents can channel their energy to find funding resources other than the City.

After discussion, the Council agreed to refer the issue of evaluating the purchase of this park property within the context of other goals in the Parks Plan and other City priorities to the Finance Committee.

4. CONSENT CALENDAR

Mayor Buxbaum noted a change to Item 4N, changing the wording "Isthmus parking project" to "Isthmus park project."

- 4.A 14-0357** Approval of March 17, 2014 Special Meeting Re: Regional Strategies to Address Increased Drug Use Meeting Minutes

The minutes were adopted.

- 4.B 14-0378** Approval of April 1, 2014 Special Study Session Minutes

The minutes were adopted.

- 4.C 14-0345** Approval of April 1, 2014 City Council Meeting Minutes

The minutes were adopted.

- 4.D 13-0662** Adoption of a Resolution Accepting Recommendations, Findings,

and Conclusion of the Hearing Examiner and Granting Preliminary Approval of an Amendment to the Woodard Lane Co-Housing Planned Residential Development

The resolution was adopted.

- 4.E 14-0236** Approval of Amendment to Interlocal Agreement for Sale of Water to Thurston PUD No. 1

The contract was adopted.

- 4.F 14-0298** Approval of Stormwater Utility Easement for the City of Tumwater on the Brewery Wellfield Property Jointly Owned by the Cities of Lacey, Olympia and Tumwater

The contract was adopted.

- 4.G 14-0331** Approval of Intergovernmental EMS Contract for Paramedic Services with Thurston County

The contract was adopted.

- 4.H 14-0332** Approval of Interlocal Agreement between the City of Olympia and Thurston County Fire Protection District 8

The contract was adopted.

- 4.I 14-0355** Approval to Apply for 2014 Grant Opportunities: 2014 Safe Routes to School Program and Pedestrian and Bicycle Program

The decision was adopted.

- 4.J 14-0361** Approval of Capital Area Regional Public Facilities District Regional Representative

The decision was adopted.

- 4.K 14-0364** Approval of Chehalis Western and Woodland Trails Transportation Alternative Program (TAP) Grant Submission

The decision was adopted.

4. SECOND READINGS

- 4.L 13-0998** Approval of an Ordinance to Vacate a Portion of the North-South Alley Abutting the West Side of 1063 Capitol Way

The ordinance was adopted on second reading. Mayor Pro Tem Jones abstained from voting on this item because he works for the Department of Enterprise Services and may be considered a conflict of interest.

4.M 14-0151 Approval of Ordinance Adopting a "Civic Center" Drug Free Zone

Mayor Pro Tem Jones indicated the Council received compelling testimony from Police Chief Roberts and Thurston County Prosecutor Jon Tunheim. He said with this action, the focus is to encourage drug court and move addicts into treatment.

The ordinance was adopted on second reading. Councilmember Cooper voted Nay on this item.

4.N 14-0229 Approval of 2013 Year End Financial Review and Adoption of Ordinance Appropriating Fund Balance for Various Purposes

The ordinance was adopted on second reading.

4.O 14-0281 Approval of Ordinance Amending Olympia Municipal Code Regarding Landscaping and Screening of Solid Waste Receptacles (Containers)

The ordinance was adopted on second reading.

4.P 14-0283 Approval of Amendment to Ordinance 6888 (Operating Budget)

The ordinance was adopted on second reading.

4.Q 14-0284 Approval of Amendment to Ordinance 6884 (Special Funds)

The ordinance was adopted on second reading.

4.R 14-0285 Approval of Amendment to Ordinance 6887 (Capital Budget)

The ordinance was adopted on second reading.

4. FIRST READINGS

4.S 14-0313 Approval of Appropriation Ordinance in the Amount of \$50,000 for the Community Renewal Area Planning Process

The ordinance was approved on first reading and moved to second reading on 5/6/2014.

Approval of the Consent Agenda

Councilmember Hankins moved, seconded by Councilmember Langer, to adopt the Consent Calendar. The motion carried by the following vote:

Aye: 6 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins, Councilmember Langer and Councilmember Roe

Excused: 1 - Councilmember Selby

5. PUBLIC HEARING

- 5.A 14-0328** Public Hearing: Approval of an Ordinance to Extend for an Additional Six Months the Moratorium on Medical Marijuana Collective Gardens (First and Final Reading)

Code Enforcement Officer Chris Grabowski provided an overview of this issue which extends the moratorium six months. He noted this does not close any collective gardens.

The public hearing was opened.

No one spoke.

The public hearing was closed.

Councilmember Hankins moved, seconded by Councilmember Cooper, to suspend Council's usual guideline and approve on first and final reading the ordinance extending the moratorium on medical marijuana collective gardens for an additional 6 months, to a total of 547 days. The motion carried by the following vote:

Aye: 6 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins, Councilmember Langer and Councilmember Roe

Excused: 1 - Councilmember Selby

6. OTHER BUSINESS

- 6.A 14-0250** Approval of Bid Award for the 5th Avenue Paving Project

Public Works Transportation Division Director Mark Russell provided a brief overview of this project. Councilmembers asked clarifying questions.

Councilmember Langer moved, seconded by Councilmember Hankins, to award and authorize the City Manager to sign the construction contract with Rognlin's, Inc. in the amount of \$335,000. The motion carried by the following vote:

Aye: 6 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins, Councilmember Langer and Councilmember Roe

Excused: 1 - Councilmember Selby

- 6.B 14-0296** Approval of Bid Award for the Boulevard Road and 22nd Avenue Roundabout Project

Public Works Transportation Division Director Mark Russell provided a brief overview of this issue.

Discussion included the following :

- Construction should be completed mid-Fall.
- The traffic count is about 10,000 vehicles per day.
- There has been extensive public involvement and outreach.
- There will be congestion on Cain and North Roads.
- The contractor may flag during peak hours.
- The existing stormwater pond by the Fire Department will be expanded.
- Will not close the intersection during construction.
- The roadway will be flagged by contractor.

Councilmember Hankins moved, seconded by Councilmember Langer, to award the bid for the Boulevard Road and 22nd Avenue roundabout project to Active Construction Inc. in the amount of \$2,076,362.10, and authorize the City Manager to execute the contract. The motion carried by the following vote:

Aye: 6 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins, Councilmember Langer and Councilmember Roe

Excused: 1 - Councilmember Selby

6.C 14-0373 Direction on Language for Council's Public Hearing Draft of the Comprehensive Plan

Community Planning and Development (CP&D) Deputy Director Leonard Bauer shared the items Council asked staff to review and bring back. These include the following:

- Greenhouse Gas Emissions and Climate Change
- Sea Level Rise
- Dark Skies
- Comprehensive Plan Action Plan Process
- Disaster Planning
- Locating Underground Utilities
- Parks Maintenance and Operations Funding Consideration

Mr. Bauer also reviewed the Land Use and Environment Committee recommended language on Rezoning criteria and High-density neighborhood overlay.

Mr. Bauer noted the public hearing will be held in late June or early July.

Council concurred to direct staff to include the attached recommendations (Attachments 1-6) in a City Council public hearing on the draft Comprehensive Plan update.

6.D 14-0314 Consider Changes to the Economy Chapter of the Comprehensive Plan to Implement the Investment Strategy and Feasibility Report

CP&D Director Keith Stahley provided background and overview on this issue. He reviewed the following:

- Investment Strategies and Proactive Approach to Community Development.
- Opportunity areas, including Kaiser/Harrison, Division/Harrison, the old landfill site, downtown Olympia, Pacific/I-5, and the K-Mart site at Sleater Kinney/Martin Way.
- Next steps
- Related Goals and Policies

Council concurred to direct staff to include the proposed revisions to the Comprehensive Plan Economy Chapter in a City Council public hearing on the draft Comprehensive Plan update.

7. CONTINUED PUBLIC COMMUNICATION

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmember Hankins reported highlights from the joint meeting of the Coalition of Neighborhood Associations and Olympia Planning Commission. She noted the annual Visitor and Convention Bureau meeting will be May 5 at the Red Lion Hotel.

Mayor Pro Tem Jones reported there is a citizen vacancy on the Intercity Transit (IT) Authority Board and a vacancy on the IT advisory board and urged interested residents to apply. He also noted the City received the 2013 Tree City USA designation. Mayor Pro Tem Jones reported on a meeting he attended where the Thurston County Rezone of the Madela parcel near Pacific and Boulevard Road was discussed. He said the Commissioners may reject the City's recommendation to approve this rezone at their late April or early May meeting. The Council agreed to have the Mayor write a second letter to the County Commissioners urging them to approve the rezone.

Councilmember Roe reported on highlights from of the Thurston County HOME Consortium and General Government Committee meetings.

Councilmember Cooper reported on highlights from the Finance Committee meeting.

Mayor Buxbaum reported on the Urban Design Workshop held last Saturday by the Community and Economic Revitalization/Citizen Advisory Committees. He said this workshop will be continued on April 16 to allow others to attend. He reminded everyone that the Downtown Clean-Up event is this Saturday, and the Dragon Boat Races are scheduled for April 26.

8.B CITY MANAGER'S REPORT AND REFERRALS

City Manager Steve Hall said the Fire Department deployed a unit of four up to Highway 503 for help with the Oso landslide.

Mr. Hall asked for a referral to the General Government Committee to discuss safety at the Olympia Center. Council agreed. He also stated that Judge Scott Ahlf would like to go to General Government about the general status of criminal justice. Council agreed.

Mayor Buxbaum asked Communications Manager Cathie Butler to provide an overview of the Procession of the Species funding. Ms. Butler noted Arts Walk will be held on April 25 and 26. She said there is an inaccurate rumor stating that the City does not support the Parade. In 2013, Earthbound Productions chose not to enter into a contract with the City and they did not submit a proposal for 2014. The City has continued to provide between \$8,000 and \$10,000 for inkind support, such as sanicans, garbage collection cans, and overtime costs for Police and Public Works services. She said the City also provides information in the Arts Walk brochure and map.

Councilmember Roe asked for a referral to the General Government Committee to hear from the City's regional representative from Capital Area Regional Public Facilities District (CARPFD) after its annual meeting in June. Council agreed to the referral.

9. ADJOURNMENT

Meeting adjourned at 10:34 p.m.



City of Olympia

City Hall
601 4th Avenue E
Olympia, WA 98501

Meeting Minutes - Draft City Council

Information: 360.753.8447

Tuesday, April 22, 2014

6:00 PM

Council Chambers

Special Study Session

1. ROLL CALL

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

OTHERS PRESENT

Public Works Director Rich Hoey
Transportation Director Mark Russell
Senior Planner Sophie Stimpson
City Attorney Tom Morrill
Deputy City Attorney Darren Nienaber
City Manager Steve Hall
Assistant City Manager Jay Burney
Community Planning & Development Director Keith Stahley
Deputy Director Leonard Bauer
Planning Commissioners (PC) Jerome Parker and Roger Horn
Parks, Arts & Recreation Director Paul Simmons
Arts Program Manager Stephanie Johnson
Olympia Artspace Alliance (OAA) Chair Ron Hinton
Vice-Chair Kris Tucker
Board Member Mort James
Qvigstad & Associates, Inc. President/CEO Kari Qvigstad

2. SPECIAL STUDY SESSION TOPICS

2.A 14-0258 Artspace Market Survey Report

OAA Chair Hinton discussed the vision and commitment to create affordable live and work space for artists and creative organizations in the downtown Olympia area.

Ms. Tucker explained the meaning of the word "artspace" and presented images and descriptions of successful artspace in Seattle, Washington DC, Santa Cruz, and Everett. A video entitled "Why Artspace Matters" was shown to highlight the experience of artists who live in this kind of environment.

Ms. Qvigstad outlined the findings of the OAA 2013 market survey.

Ms. Tucker discussed fundraising and projected timelines for the project. She cited examples of similar projects with funding requirements.

Mr. James spoke about contracting with Artspace Projects, Inc., and showed examples of some of their projects. He discussed how the board is exploring all options and emphasized the critical need for City cooperation for the project to succeed.

Discussion:

- Specifics about support and resources requested from the City.
- Request for examples of funding/resources provided by other cities.
- Financial scale of project.
- Consistency with 2015 downtown sub area plan.
- Demographics of survey responders.
- Economic development/benefits potential in other municipalities.
- The broad spectrum of ages and incomes in existing artspace.

The discussion was completed.

2.B 14-0279 Comprehensive Plan Policy Related to Street Connectivity

Ms. Stimson gave an overview of street connectivity and outlined how the City plans for a modified grid creating greater connectivity. She evaluated the consequences since 1995 of making some connections while not making others. She outlined the differences between staff and Olympia Planning Commission (OPC recommendations to proposed policy PT 4.21, which replaces policy 3.20f. The OPC recommends a review of every street connection whereas staff recommends a policy to analyze a street connection only when the connection is anticipated to create exceptional impacts.

Commissioner Parker spoke of the "overwhelming" public response to concerns about the Decatur Street and Kaiser Road connections. He addressed the concern of the OPC about the role of neighborhoods and ensuring their participation. He believes that cost can be mitigated and should not be prohibitive.

Commissioner Horn emphasized the importance of neighborhood participation and perspective.

Discussion:

- Consideration of environmental impacts and past problems when impacts have been disregarded.
- Updating the list to better reflect relevance and alternatives.
- Need for a different approach to engender a different outcome.
- Pedestrian connectivity unrelated to roadways.

- Criteria differences between new development and existing neighborhoods.
- Making the investment in analysis of old, new, and high volume streets.
- Clarifying the orientation and priorities in the Comprehensive Plan.
- Challenges of Olympia's topography and poor planning in the past.
- Establishing systemic thresholds for sustainable connectivity.

Staff is requested to redo the Public Hearing Draft language using the discussion points to modify draft with input from the OPC.

Retain this language:

PT4.21 Pursue street connections because a well-connected street system improves the safety and efficiency for all modes of travel. If a street connection is anticipated to result in exceptional environmental, community or safety impacts, the proposed connection will be analyzed with quantitative measures that identify the effects of the connection on the greater street network. These quantitative measures will include, but are not limited to:

Add this from OPC recommendation:

Involve the neighborhood and other stakeholders in the identification of potential mitigation measures for the new connection.

The discussion was completed.

2.C 14-0380 Comprehensive Plan Policy Related to Safety of Newly Connected Streets

Discussion on this item was included in item 2B.

The discussion was completed.

2.D 14-0280 Comprehensive Plan Policy Related to the Proposed Park Drive Street Connection

Ms. Stimson discussed the recommendations presented to the City Council on the proposed connection of Park Drive to Kaiser Road.

Commissioner Parker addressed the financial reasons underlying full connectivity.

Discussion:

- Difficulty of understanding the specifics without visual models.
- Limiting through traffic to pedestrians, bicycles, and emergency vehicles.
- Ensuring concurrence with transportation response to development.
- Splitting the issue to leave Kaiser in and take Park out.
- Leaving in the option of an emergency exit.

It was agreed to keep the PC language intact:

“If at some future time, Kaiser Road is extended to Black Lake Boulevard, extension of Park Drive to Kaiser Road may be considered in order to provide access for bicycles, pedestrians, and emergency vehicles.”

The discussion was completed.

3. ADJOURNMENT

The meeting was adjourned at 9:06 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,

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FOR PERIOD 3/16/2014 THROUGH 3/22/2014
 FOR A/P CHECK NUMBERS 345121 THROUGH 345407
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

3-25-14

Acting

ADMINISTRATIVE SERVICES DIRECTOR

[Signature]

TOTAL APPROVED FOR PAYMENT

FUND

\$546,915.70	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$21,275.00	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$77.20	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$29,458.48	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$4,114.50	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
\$1,024.83	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
\$94.34	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
\$50,275.86	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$1,109.00	324	FIRE STATION 4 CONSTRUCT
\$265.18	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$160,396.43	401	WATER
\$91,691.10	402	SEWER
\$256,224.13	403	SOLID WASTE
\$5,874.44	404	STORM AND SURFACE WATER
\$8,215.22	434	STORM AND SURFACE WATER CIP
\$671,505.63	461	WATER CIP FUND
\$6,150.00	462	SEWER CIP FUND
\$19,767.75	501	EQUIPMENT RENTAL
\$97,365.12	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$0.00	505	WORKERS COMPENSATION
\$466.15	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

\$1,972,820.94 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,

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FOR PERIOD 3/23/2014 THROUGH 3/29/2014
 FOR A/P CHECK NUMBERS 345408 THROUGH 345676
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

4-2-2014

Acting,

ADMINISTRATIVE SERVICES DIRECTOR

Daniel Waf

TOTAL APPROVED FOR PAYMENT
FUND

\$143,886.96	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$61,954.57	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$92.02	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$125.00	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	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
\$53,098.54	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
\$23,473.80	401	WATER
\$26,729.45	402	SEWER
\$12,156.02	403	SOLID WASTE
\$1,290.00	404	STORM AND SURFACE WATER
\$34,262.26	434	STORM AND SURFACE WATER CIP
\$20,894.07	461	WATER CIP FUND
\$27,405.05	462	SEWER CIP FUND
\$55,301.42	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$310.90	504	INS TRUST FUND
\$250.00	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
\$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
\$461,230.06		GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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FOR PERIOD 3/30/2014 THROUGH 4/5/2014
 FOR A/P CHECK NUMBERS 345677 THROUGH 345911
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

April 8, 2014

Jane England Kurkemo

TOTAL APPROVED FOR PAYMENT

FUND		
\$517,689.85	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$749.06	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$18,512.83	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$15,149.75	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	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	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
\$29,196.41	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$105.80	324	FIRE STATION 4 CONSTRUCT
\$3,441.81	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$22,241.08	401	WATER
\$2,444.40	402	SEWER
\$3,587.68	403	SOLID WASTE
\$83,040.87	404	STORM AND SURFACE WATER
\$11,339.19	434	STORM AND SURFACE WATER CIP
\$33,058.79	461	WATER CIP FUND
\$0.00	462	SEWER CIP FUND
\$79,373.41	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$328.40	504	INS TRUST FUND
\$0.00	505	WORKERS COMPENSATION
\$2,902.06	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$10,294.91	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

\$841,789.63 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	<u>4/6/2014</u>	THROUGH	<u>4/12/2014</u>
FOR A/P CHECK NUMBERS	<u>345912</u>	THROUGH	<u>346046</u>
FOR ELECTRONIC PAYMENTS	<u>3/1/2014</u>	THROUGH	<u>3/31/2014</u>

INCLUSIVE IN THE AMOUNT TOTALING

DATED

April 15, 2014

ADMINISTRATIVE SERVICES DIRECTOR

Jean Kirkemo

TOTAL APPROVED FOR PAYMENT
FUND

\$1,014,672.45	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$3,398.40	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$150.07	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$23,694.95	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
\$0.00	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
\$42,184.27	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$1.05	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
\$35,152.73	401	WATER
\$870,879.20	402	SEWER
\$33,350.83	403	SOLID WASTE
\$14,056.75	404	STORM AND SURFACE WATER
\$2,432.00	434	STORM AND SURFACE WATER CIP
\$623,588.23	461	WATER CIP FUND
\$0.00	462	SEWER CIP FUND
\$1,119.24	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$472.22	504	INS TRUST FUND
\$29,909.52	505	WORKERS COMPENSATION
\$413.78	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$534.00	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
\$41,434.71	720	SCHOOLS
<hr/>		
\$2,737,444.40	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 4/13/2014 THROUGH 4/19/2014
 FOR A/P CHECK NUMBERS 346047 THROUGH 346339
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

April 23, 2014

ADMINISTRATIVE SERVICES DIRECTOR

James Raymond Kirkemo

TOTAL APPROVED FOR PAYMENT
FUND

\$252,043.00	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$12,425.10	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$1,109.06	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$0.00	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$4,365.58	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
\$203.29	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
\$8,232.94	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$26,477.76	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$21,397.48	401	WATER
\$18,522.96	402	SEWER
\$69,239.52	403	SOLID WASTE
\$141,928.02	404	STORM AND SURFACE WATER
\$789.62	434	STORM AND SURFACE WATER CIP
\$7,924.87	461	WATER CIP FUND
\$50,835.87	462	SEWER CIP FUND
\$2,282.87	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$9,887.50	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
\$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/>		
\$627,665.44	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 **3/15/2014** have been examined and are approved as recommended for payment.

Employees Gross Pay: \$ 1,744,901.11

Employer Share of Benefits: \$ 614,812.26

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

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

TOTAL **\$ 2,359,713.37**

Paid by:

Payroll Check Numbers			Manual Checks
And	86923	86928	Fire Pension Checks
And	86810	86922	Semi Payroll Checks

and Direct Deposit transmission.

3-25-14
DATE

Acting 
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 **3/31/2014** have been examined and are approved as recommended for payment.

Employees Gross Pay: \$ 1,729,383.71

Employer Share of Benefits: \$ 608,088.64

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

**Employer Share of LEOFF I
Fire Post-Retirement Benefits:** \$ 36,943.62

TOTAL **\$ 2,419,191.17**

Paid by:

Payroll Check Numbers	86929	86929	Manual Checks
And			Fire Pension Checks
And	86930	86965	Semi Payroll Checks

and Direct Deposit transmission.

4-2-14
DATE

Acting, 
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 **4/15/2014** have been examined and are approved as recommended for payment.

Employees Gross Pay: \$ 1,734,007.63

Employer Share of Benefits: \$ 628,597.98

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

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

TOTAL **\$ 2,362,605.61**

Paid by:

Payroll Check Numbers	86966	86967	Manual Checks
And			Fire Pension Checks
And	86968	86984	Semi Payroll Checks

and Direct Deposit transmission.

April 16, 2014
DATE



ADMINISTRATIVE SERVICES DIRECTOR

City of Olympia

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

City Council

Approval of 2014 Pride Festival Beer Garden Request

Agenda Date: 5/6/2014

Agenda Number: 4.G

File Number: 14-0358

File Type: decision

Version: 2

Status: Consent Calendar

..Title

Approval of 2014 Pride Festival Beer Garden Request

..Recommended Action

General Government Committee Recommendation:

Approve use of a portion of 7th Avenue for a beer garden as part of the Capital City Pride Festival, with the understanding that:

- State Liquor Control Board conditions will be met
- State regulations about displaying alcohol-product banners will be followed
- The activity will be staged and managed according to the City's 2011 guidelines (with the modification noted above regarding banners), the Pride Festival's event application and beer garden operations plan filed with the City.

City Manager Recommendation:

Move to approve use of a portion of 7th Avenue for a beer garden as part of the Capital City Pride Festival with the conditions recommended by General Government Committee.

..Report

Issue:

Shall the City allow the use of a City street for a beer garden as part of the 2014 Capital City Pride Festival?

Staff Contact:

Cathie Butler, Communications Manager, 360.753.8361

Presenter(s):

Anna Schlecht, Co-Chair, Capital City Pride Festival

Background and Analysis:

Organizers are planning for the 2014 Capital City Pride Festival to be held June 20-22 at Sylvester Park and adjacent streets in downtown Olympia. This year, the event is expanding to three days, and organizers are asking to use a portion of Franklin Street for a beer garden on the afternoons of Saturday, June 21 and Sunday, June 22.

The Pride Festival included a beer garden with its event in 2011 and 2012 based on guidelines approved by the City Council. Festival organizers complied with the City's guidelines and State Liquor Control Board requirements. The only issue raised that year was the location of the beer garden, which was immediately adjacent to the

Agenda Date: 5/6/2014

Agenda Number: 4.G

File Number: 14-0358

Fleetwood Apartments. This year, Pride Festival organizers propose moving the beer garden one block east, to address the concern.

Attached is a map of the proposed location and the 2011 Council-approved guidelines. General Government Committee and staff recommend that the State's guidelines for alcohol/beer garden banners be followed, which is the only recommended modification to the 2011 Guidelines.

Neighborhood/Community Interests (if known):

None known. Pride festival organizers will contact adjacent businesses and residential apartment manager.

Options:

Approve or do not approve the beer garden.

Financial Impact:

None to the City. Pride Festival will reimburse City staff overtime costs.

Capital City Pride

P.O. Box 7221, Olympia, WA 98507 * www.capitalcitypride.net

Capital City Pride – June 2014 Beer Garden Proposal

Overview

On June 21 and 22 of 2014, Capital City Pride proposes to host a beer garden in conjunction with the annual Pride Festival & Parade in downtown Olympia. This will be the third beer garden in the past four years operated by Pride, with the first two being highly successful. As per the City's he City of Olympia policies, we are submitting our proposed plan to the Council's General Government Committee for review.

Permits

We have submitted the following permit applications required for this event:

City of Olympia 2014 Festival & Event Permit - February 15, 2014 **Pending**

Washington Event Permit "Use of Capital Building & Grounds" **Approved # 13-2878E**

Washington Liquor Control Board – Special Occasion License for Non Profit Approved # **SP OCC 094426**

Capital City Pride

Capital City Pride is an Olympia-based non-profit organization . Since 1991, our mission has been to host the annual June **Pride Day Festival & Parade** that draws nearly 15,000 people from the entire region for the Pride Parade and Festival in historic Sylvester Park. To learn more about our organization, please visit our website at www.capitalcitypride.net

History the Beer Garden

Pride submitted our first request to host a Beer Garden in 2007 with an original goal to raise significant funds to support our organization. In 2011, we identified a new goal in the larger context of the City's concerns about the impact of alcohol in downtown Olympia. That new goal was to develop a model beer garden based on the European tradition of including substantial food and a positive atmosphere. We conducted this pilot project with a goal to break even financially in order to pursue a broader goal to set a higher community standard in how to run beer gardens.

In May 2011, the Olympia Council designated Capital City Pride to be the first non-profit to pilot the City's beer garden policies by operating a beer garden under the City's draft rules. Pride hosted two beer gardens - - the first in 2011 and the second in 2012. Both times, the facility was staffed by volunteers who held servers licenses who worked closely with the Olympia Police to ensure a smooth operation. Both times the facility was operated with an adjacent food vendor. Following both of those festivals, Pride submitted a report to the City that detailed the attendance, total sales of alcohol, total sales of food, and any positive or negative outcomes that would be useful for Council consideration. For both of these years, the Pride Beer Gardens were well operated, our attendees had a great time and Pride generated a small profit.

Licenses, Permits & Registrations

Capital City Pride obtained a **Special Occasion License # SP OCC 094426** as issued by the Washington State Liquor Control Board (WSLCB) available only to bona fide nonprofit organizations. This permit will be posted prominently and made available for review upon request to citizens, customers and public officials

including law enforcement. Capital City Pride will also obtain a comprehensive City of Olympia event permit that included municipal regulations for a “one-time beer garden venue pilot project on City property”.

Additionally, Capital City Pride holds a State of Washington Master Business License and a State of Washington Certificate of Incorporation as a non-profit corporation. Capital City Pride operates under the fiscal auspices of the Rainbow Community Center, a federally recognized tax-exempt organization.

Festival & Beer Garden Attendance

The Pride Festival & Parade anticipates sustained crowds of up to 6,000 through out the weekend. The Sunday Pride Parade is estimated to draw nearly 15,000. The Pride Beer Garden will never hold more than 100 people at a time with approximately 600 people over two days, and approximately 500 attendees who actually bought and consumed alcohol. The estimated average number of drinks per person will be 1.7 drinks.

Estimated Expenses & Revenues

We conducted this pilot project with a goal to break-even financially in lieu of a broader goal to set a new standard in how to run beer gardens. Our projected expenses are \$2,200 and our projected revenues of \$4,500 (estimated at \$4,250 in sales and \$250 in tips). Following is a breakdown of our estimated expenses and revenues:

\$1,500.00 – Beer
\$ 0.00 – Wine (Donated by Barefoot Wines, a subsidiary of Gallo Winery)
\$ 0.00 – Refrigerator Truck (Donated by Beer Distributor)
\$ 120.00 - Washington State Liquor Control Board License
\$ 600.00 – Fencing rentals
\$2,220.00 – Estimated Expenses

\$4,500.00 – Estimated revenues
\$2,280.00 – ESTIMATED PROFIT

Staffing & Management

Pride has developed a Beer Garden staff plan based local best practices from a number of sources, including local bars and WSLCB personnel. This model was field-tested in 2011 and 2012 utilizing the following seven person team:

- **One Beer Garden Manager** – Bobby Brown (former military police officer, current Class 12 WSLQB license) Charged with managing the entire beer garden: supervising personnel; supervising sales (cash taken, number of people served, number of drinks served); monitoring the crowd; coordinating with Pride Committee members; coordinating with local law enforcement; coordinating cash drops to the safe. **Location:** Primarily behind the bar with periodic sweeps of the customer area.
- **Two Expeditors:** (Both current Class 12 WSLQB license holders) Pouring beer into glasses; pouring wine into glasses **Location:** behind the bar by the cooler truck
- **Two Servers:** (both - current Class 12 WSLQB license) Serving drinks and taking money
Location: directly behind the bar

- **Two ID – Checkers:** (One with current Class 12 WSLQB license) Duties to staff the entrance at all times; check valid photo ID's of 100% of all customers; ensure no alcohol removed from the premises of the beer garden. **Location;** at the single entrance to the beer garden

Our Beer Garden Manager has secured a team of 10 volunteers who hold Class 12 Licenses and are experienced servers as our beer garden staff. There will **always** a minimum of seven staff in the beer garden. We will work closely with the Olympia Police Department to ensure a periodic patrol of the facility.

Location

The Pride Beer Garden will be located on a City of Olympia public right of way located at the West end of the 200 block of 7th Avenue SE. The entrance oriented West toward the intersection of 7th Avenue & Washington. Immediately adjacent to the entrance was a food vendor. **Please note:** The family area for people with small children will be located on the opposite corner of the Office of the Superintendent of Public Instruction (OSPI) grounds.

Facility & Signage

As per our City of Olympia Festival & Event Permit application, the lay-out places the entrance near the SE corner of Sylvester Park. Tables will be placed along both sides of the garden, allowing a wide aisle for entry and to monitor the crowd. Garbage & recycle cans will be placed near the bar and adjacent to the exit. A visual barrier will be installed along the North and South walls of the beer garden area in order to minimize the impact on the adjacent areas. All other walls will be left open to allow for easier line-of-sight monitoring by law enforcement and other Pride staff. As per amendment to the City policies on beer garden operations, alcohol related signage will now be posted inside and outside the Beer Garden alerting people to the location and nature of the facility. Dimensions of facility to be approximately 75 feet (East – West) by 25 feet (North – South) allowing for emergency vehicle passage.

Crowd Control & Access

The entire facility will be enclosed with 6 foot high chain link fencing and festively decorated with rainbow flags and Pride Festival related banners. There will be a single point of access located at the intersection of 7th Avenue and Washington Street, **please note** this will be part of the area of closed right of ways under our proposed City of Olympia permit (**pending**). The entrance will be staffed by two volunteers, one of whom will have a WSLQB Class 12 server's license and familiarity with WSLQB laws and regulations pertaining to establishments that serve alcohol. This facility will operate with 100% ID check.

Hours of Operation

The hours of operation were developed to complement the festival and parade schedules, yet to limit the total amount of potential alcohol consumption. The schedule was as follows:

- June 21, 2014: 12 Noon to 5 pm
- June 22, 2014: 12 Noon – 5 pm

In addition to preventing over-consumption at the Pride Festival, these limited hours were created to limit the adverse impact on the business of adjacent bars, several of which are Pride sponsors.

Partnership with Together

Once again in 2014, Pride is pleased to partner with Together to make this a safe and positive beer garden on public property. We have partnered with Together for the past seven years on making Pride a tobacco

free event and the past three years on alcohol issues. Each year we provide space in our Pride Guide event program for a short article on alcohol and the GLBT communities. This year we intend to co-host a panel in advance of the Pride Festival that addresses drug and alcohol addiction and the GLBT community.

Concerns or Comments

As per the City policy, Pride is presenting our proposed 2014 Pride Beer Garden plan. Please forward any concerns or comments prior to the 2014 Pride Festival & Parade.

For More Information Please Contact:

Anna Schlecht

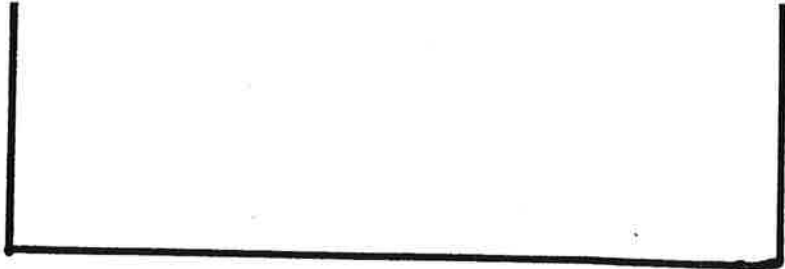
Capital City Pride

Chair & Business Manager

anna@capitalcitypride.net

360-402-0170

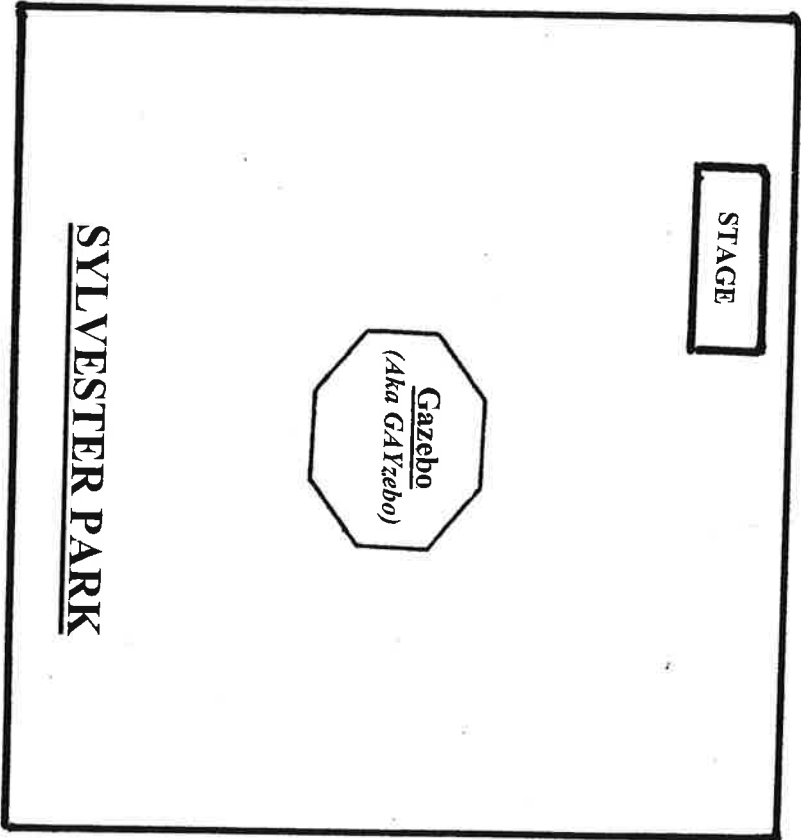
CAPITAL CITY PRIDE
PRIDE PRIDE + FESTIVAL
JUNE 20 - 22, 2014



LEGION WAY



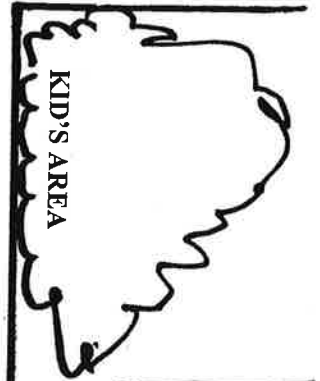
Open Intersection



CAPITAL WAY



WASHINGTON STREET



KID'S AREA

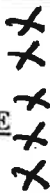


OSPI



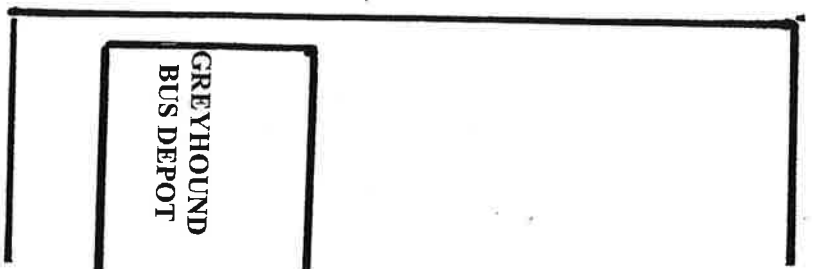
7th AVENUE

Maintain
Bus Access



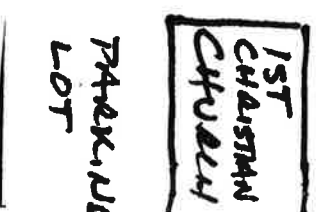
BEER
LAMEN

CLOSED
AT FAWKNER



GREYHOUND
BUS DEPOT

Closed at
Washington + 8



PARKING
LOT

1ST
CHRISTIAN
CHURCH

City of Olympia, Washington

Rules and Requirements for a Pilot Project to Allow Alcohol Sales/Consumption with One Community Event in 2011

The following rules and regulations are required for the serving/consumption of alcohol at the 2011 Capital City Pride Festival, June 11-12, 2011.

- Beer and/or wines sales and serving must be within a fenced area on 7th Avenue near the intersection of 7th and Washington. Food of substance (such as sandwiches) must be available for purchase and consumption within the fenced area. No live entertainment may take place within the fenced area.
- Hours of operation for alcohol sales within the designated area will not exceed:
 - Saturday, June 11: 12:00 Noon to 4:00 p.m.
 - Sunday, June 12: 12:00 Noon to 3:00 p.m.
 - The beer garden area will close each day one hour after the end of sales.
- The beer garden area must be completely fenced with fencing at least 6' in height of a material agreed to by the City and that will easily allow the interior to be viewed from the north (Sylvester Park) side for security purposes.
- The City of Olympia Fire Marshall will establish the number of required entrances/exits based on the overall size of the fenced area; and the Fire Marshall will establish maximum occupancy based on the proposed square footage, usage and furnishings within the fenced area.
- The Olympia Police Department may require reasonable security measures for the duration of the event, including the presence of commissioned police officers and/or private security, or other security requirements. The event sponsor will be responsible for providing and paying for all security measures required by the City.
- The Pride Festival will provide the Olympia Police Department with the name and cell phone number of an on-site contact person with appropriate level of authority who will be present during the hours of beer garden option so that the on-duty policy supervisor will have one contact person to work with should issues arise during the event.
- Advertising posters, banners, or other materials may not be placed on the fence. No advertisements of alcohol brands may be displayed. Pride banners, flags and bunting may be secured to the fence as long as the interior of the beer garden is easily visible from the north (Sylvester Park) side.

- No one under the age of 21 will be allowed into the fenced beer garden area or served alcohol or be in possession of alcohol at the event. The Festival will establish a process to check age identification of all individuals who enter the fenced area.
- No alcohol may be served, carried or consumed by event attendees outside the designated fenced Beer Garden area.
- Alcohol may not be sold/served/consumed in glass containers.
- There will be no admission fee for entrance to the Beer Garden.
- The Pride Festival sponsor must obtain a Special Occasion Permit from the State of Washington Liquor Control Board, pay all associated fees, and abide by all applicable State requirements.
- The Pride Festival must obtain liability insurance covering the event in a minimum amount of at least \$2 million dollars per occurrence and \$3 million general aggregate. Coverage must include liquor liability including alcohol sale/serving. The City of Olympia, Washington must be named as an additional insured party and the Pride Festival must provide evidence in a form acceptable to the City. The type and amount of insurance is subject to the review and approval of the City Manager.
- Post Event Reporting: Within 30 days, the event sponsor must submit a written report to the City documenting:
 - State requirements for special occasion outdoor alcohol sales/serving (“beer gardens”)
 - Estimated overall event attendance by day at the Pride Festival event in Sylvester Park and adjacent streets
 - Estimated number of individuals who entered the beer garden area
 - Volume of alcohol sold
 - Type and Volume and/or weight of food sold
 - Dollar amount of gross and net sales of alcohol
 - Any known positive and negative issues with the beer garden.
 - Any other information the Festival organizer feels will be helpful for the City Council to have for post-event assessment.

City of Olympia

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

City Council

Approval of State Revolving Fund Loan Agreement for State Avenue Stormwater Retrofit

Agenda Date: 5/6/2014

Agenda Number: 4.H

File Number: 14-0366

File Type: contract

Version: 1

Status: Consent Calendar

..Title

Approval of State Revolving Fund Loan Agreement for State Avenue Stormwater Retrofit

..Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Washington State Water Pollution Control Revolving Fund Loan Agreement for the State Avenue Stormwater Retrofit project and authorize the City Manager or his designee to sign related documents.

..Report

Issue:

The Storm and Surface Water Utility has been approved for a loan to design and construct water quality treatment facilities to treat runoff from the State Avenue corridor between East Bay Drive and Central Street. Execution of an agreement is necessary to receive funding.

Staff Contact:

Eric Christensen, Water Resources Engineer, Public Works, 360.570.3741
Andy Haub, Water Resources Director, Public Works, 360.753.8475

Presenter(s):

None - Consent Item

Background and Analysis:

The project will provide water quality treatment for stormwater runoff from approximately nine blocks of State Avenue between East Bay Drive and Central Street in East Olympia. Runoff from State Avenue currently discharges directly, without any water quality treatment, to the piped Indian/Moxlie Creek and then Budd Inlet's East Bay, all of which are categorized by the Department of Ecology (Ecology) as impaired water bodies.

The project will install Filterra Bioretention Filtration System units (Filterras) to capture and treat runoff from the roadway. The Filterras will be located east of each intersection between the sidewalk and curb. Filterras combine stormwater filtration using specialized filter media and landscape vegetation in an attractive, self-contained

Agenda Date: 5/6/2014

Agenda Number: 4.H

File Number: 14-0366

manufactured unit. Treated stormwater will be discharged to the existing stormwater conveyance system.

There are several reasons the State Avenue stormwater retrofit project is seen as a good opportunity:

- The stormwater project is being incorporated into planned pedestrian access and safety upgrades to State Avenue. State Avenue will also be re-paved as part of the transportation work. Linking the stormwater retrofit and the street upgrades offers a cost efficient, comprehensive approach to the street improvements.
- The project is consistent with the Storm and Surface Water Utility's water quality goal: "Improve water quality Citywide, while focusing infrastructure upgrades to reduce stormwater contaminant loads from untreated areas of the City."
- The project is consistent with the conclusions of the 2010 City of Olympia GIS Basin Analysis Report which identified the need to prioritize stormwater retrofits in highly developed urbanized areas, including roads.
- All arterial roadways within the City limits have been evaluated based on average daily traffic, number of travel lanes, drainage infrastructure, drainage basin and current level of water quality treatment. With more than 13,500 vehicle trips per day, the State Avenue corridor ranks as one of the highest-traveled arterial roadways within the City with no water quality treatment.
- The project was identified as a priority project in the approved 2014 Capital Facilities Plan.
- The project was selected by Ecology for Centennial Loan funding.

Neighborhood/Community Interests (if known):

Projects to improve the water quality of Budd Inlet have consistently received the support of the Utility Advisory Committee and the community.

Options:

Accept the Department of Ecology's offer for a Washington State Water Pollution Control Revolving Fund Loan and authorize the City Manager or his designee to sign related agreement documents.

Reject the Department of Ecology's offer for a Washington State Water Pollution Control Revolving Fund Loan. This option would eliminate the opportunity to realize the stormwater retrofit in conjunction with the State Avenue overlay project.

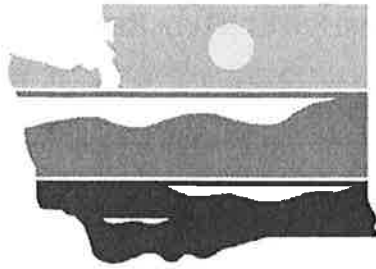
Financial Impact:

The amount of the loan is \$619,485 at 2.3% interest. The estimated cost for design and construction of the State Avenue stormwater retrofit project is approximately \$620,000. The Utility has budgeted for annual payments of \$40,097.04 over the loan's 20-year term (2.3% annual interest rate). Maintenance costs for Filterras, as verified by the City's experience, are roughly one-third the cost of comparable treatment systems.

Agenda Date: 5/6/2014
Agenda Number: 4.H
File Number: 14-0366

Attachments:

Olympia State Avenue SW Retrofit Agreement



DEPARTMENT OF
ECOLOGY
 State of Washington

WASHINGTON STATE WATER POLLUTION CONTROL REVOLVING FUND
 LOAN AGREEMENT
 BETWEEN
 THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
 AND
 THE CITY OF OLYMPIA

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**WASHINGTON STATE WATER POLLUTION CONTROL REVOLVING FUND
LOAN AGREEMENT
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
THE CITY OF OLYMPIA
FOR
STATE AVENUE STORMWATER RETROFIT**

THIS is a binding loan [LOAN] agreement entered into by and between the state of Washington Department of Ecology [DEPARTMENT] and the City of Olympia [RECIPIENT]. The purpose of this LOAN agreement is to provide funds to the RECIPIENT to carry out the activities for the project [PROJECT] described in this LOAN agreement.

This LOAN agreement consists of 48 pages and 8 attachments.

Capitalized terms used, but not otherwise defined, in this LOAN agreement are defined in ATTACHMENT 5.

PART I. GENERAL INFORMATION

PROJECT Title:	State Avenue Stormwater Retrofit
LOAN Number(s):	L1400028
Standard Interest LOAN Amount:	\$619,485
Interest Rate:	2.3 percent
LOAN Term:	20 years
Forgivable Principal Amount:	0
Total LOAN Amount:	\$619,485
State Fiscal Year:	2014

RECIPIENT Information

RECIPIENT Name:	City of Olympia
Mailing Address:	P.O. Box 1967 Olympia, WA 98507

FEDERAL TAXPAYER ID NUMBER:	91600261
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Data Universal Numbering System (DUNS) Number:	075732198
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PROJECT Manager:

Mailing Address:

Email Address:

Phone Number:

Andy Haub, P.E.

Planning and Engineering Manager
City of Olympia, Public Works Dept.
P.O. Box 1967

Olympia, WA 98507

ahaub@ci.olympia.wa.us

360-753-8475

DEPARTMENT Project Contact Information

PROJECT Manager:

Email Address:

Phone Number:

Address:

Fax:

David Mora

david.mora@ecy.wa.gov

360-407-7320

WA State Department of Ecology
Southwest Regional Office

P.O. Box 47775

Olympia, WA 98504-7775

360-407-6305

PROJECT Engineer:

Email Address:

Phone Number:

Address:

Dan Gariepy

dan.gariepy@ecy.wa.gov

360-407-6470

WA State Department of Ecology
Water Quality Program

P.O. Box 47600

Olympia, WA 98504-7600

Financial Manager:

Email Address:

Phone Number:

Address

Fax Number:

Laurie Webster

laurie.webster@ecy.wa.gov

360-407-6542

WA State Department of Ecology
Water Quality Program, FMS

P.O. Box 47600

Olympia, WA 98504-7600

360-407-7151

Funding Source(s) for This LOAN agreement:

This LOAN agreement may be funded in part or in full with federal funds (Catalog of Federal Domestic Assistance Number 66.458) passed through to the RECIPIENT by the DEPARTMENT. As a "sub-recipient" of federal funds, the RECIPIENT may be subject to certain requirements contained in OMB Circular A-133. Specifically, if the RECIPIENT or sub-recipient has expended a cumulative total (direct or pass through) of \$500,000 or more in federal awards in a fiscal year, an audit may be required in accordance with OMB Circular A-133. If the DEPARTMENT uses federal funds to reimburse eligible costs incurred for this PROJECT as part of this LOAN agreement, in January of each year, the DEPARTMENT's fiscal office will notify the RECIPIENT of the amount of federal funds that have been expended.

(Federal funding for this AGREEMENT is provided from Capitalization Grants and state match for Clean Water State Revolving Funds; Environmental Protection Agency, Office of Water.)

Specific Funding Categories:

Standard Loan: Yes No

Amount: \$619,485

Loan for Green Project Reserves: Yes No

Forgivable Principal Subsidy for Green Project Reserves: Yes No

Forgivable Principal Subsidy (Hardship): Yes No

State Centennial Loan Funds: Yes No

GENERAL LOAN INFORMATION:

Increased Oversight: Yes No

Useful life of the PROJECT: 28 months

PROJECT TYPE: *Check all that apply*

Facilities Project: Yes No

Stormwater Project: Yes No

Green Project Reserves: Yes No

Activities Project: Yes No

LOAN SECURITY: *Check all that apply*

Does this LOAN agreement and the LOAN to be made constitute Revenue Secured Lien Obligation of the RECIPIENT? Yes No

Does this LOAN agreement and the LOAN to be made constitute a general obligation debt of the RECIPIENT or the state of Washington? Yes No

Does this LOAN agreement and the LOAN to be made constitute a valid general obligation of the RECIPIENT payable from special assessments? Yes No

Is this LOAN secured with dedicated revenue through a Tribal Governmental Enterprise?
 Yes No

IMPORTANT DATES:

Estimated Project Start Date: September 1, 2013

Estimated Initiation of Operation (I of O): Yes No If yes, Date:

Estimated Project Completion Date: December 31, 2015

Other Milestone or Target Dates: Yes No

Interim Refinance: Yes No If yes, Effective Date:

Post Project Assessment Date (see Part IV and ATTACHMENT 4):

Effective Date: September 1, 2013

PART II. PROJECT SUMMARY

This project will improve water quality in the state of Washington. The State Avenue Stormwater Retrofit project is an essential component of ongoing stormwater improvements in East Olympia. This project and similar retrofits of Pacific Avenue and the city Maintenance Center implements the long-term strategy to address water quality problems in East Olympia. High-intensity land uses and the lack of contemporary stormwater infrastructure are linked to downstream water quality problems. This project will design and construct basic, enhanced, and oil treatment by directing runoff from the street to 17 TAPE GULD stormwater treatment devices prior to discharging to Indian/Moxlie Creek and subsequently into the East Bay of Budd Inlet. This project will provide treatment meeting the requirements for new development.

PART III. PROJECT BUDGET

Elements (Tasks)	Total PROJECT Cost	Total Eligible PROJECT Cost	Standard Loan Amount
1. Project Administration/Management	\$12,000	\$12,000	\$12,000
2. Design and Permitting	\$61,948	\$61,948	\$61,948
3. Construction Management	\$29,299	\$29,299	\$29,299
4. Construction	\$516,238	\$516,238	\$516,238
Total	\$619,485	\$619,485	*\$619,485

*The DEPARTMENT'S Fiscal Office will track to the total eligible LOAN amount. However, the RECIPIENT cannot deviate among elements without DEPARTMENT approval.

Other Funding Sources: Yes (if Yes, list sources and amounts) No

PART IV. GOALS, OUTCOMES, AND POST PROJECT ASSESSMENT

(See Important Dates in Part I and Post Project Assessment in Attachment 4)

- A. Financial Assistance Water Quality Project Goals: One or more of the selected following goals apply to this project:

- Severe Public Health Hazard or Public Health Emergency eliminated.
- Designated beneficial uses will be restored or protected, 303(d)-Listed water bodies restored to water quality standards, and healthy waters prevented from being degraded.
- Regulatory compliance with a consent decree, compliance orders, TMDL or waste load allocation achieved.

B. Water Quality Project Outcomes: The following are quantitative results anticipated from the project.

1. Total suspended solids removal.
2. Metal, nutrient, and oil/grease removal.

C. Does this PROJECT address a TMDL: Yes No

D. Environmental Mitigation: Yes No If Yes, list the environmental mitigation measures:

PART V. SCOPE OF WORK

Task 1 - Project Administration/Management

- A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of PROJECT records; submittal of payment vouchers, fiscal forms, progress reports, and the final report; compliance with applicable procurement, contracting, and interlocal agreement requirements; attainment of all required permits, licenses, easements, or property rights necessary for the PROJECT; and submittal of required performance items.
- B. The RECIPIENT will manage the PROJECT. Efforts will include: conducting, coordinating, and scheduling PROJECT activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT will carry out this PROJECT in accordance with any completion dates outlined in this LOAN agreement.

Required Performance:

1. Effective administration and management of this project.
2. Timely submittal of all required performance items, progress reports, financial vouchers and the final project report.

Task 2 – Design and Permitting

- A. The RECIPIENT will prepare a State Environmental Review Process (SERP) packet, in coordination with the DEPARTMENT's Project Manager and SERP Coordinator. The SERP packet will provide a Cost Effectiveness Analysis (see Task 2, Item C). The RECIPIENT will

also submit documentation to the DEPARTMENT to facilitate cultural resources review (see Attachment 4, page 4). Costs incurred for construction activities that occur before SERP approval and cultural resources review will not be eligible for reimbursement.

- B. The RECIPIENT will submit two hard copies and one digital copy of the Pre-design report to the DEPARTMENT for review prior to construction. At its discretion, the DEPARTMENT may request 60 percent complete design plans for review. Based on receipt of the Pre-design report or the 60 percent complete design plans, the DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans. The RECIPIENT agrees to respond to the DEPARTMENT's comments prior to project construction. The DEPARTMENT reserves the right to refuse payment for project elements that are inconsistent with the appropriate design criteria and loan requirements. The Pre-design report will provide a Cost Effectiveness Analysis (see Task 2, item C).
- C. The RECIPIENT will prepare a Cost Effectiveness Analysis for the PROJECT alternatives and will integrate the analysis into the planning document in accordance with WAC 173-98. The analysis will fully evaluate the alternatives to State Avenue Stormwater Retrofit with the installation of TAPE GULD stormwater treatment devices. The analysis will identify the cost effective alternative as the preferred alternative.
- D. The RECIPIENT will design the State Avenue Stormwater Retrofit. The design must comply with the General Project Management Guidelines (Attachment 4). Elements of the design will include:
 - 1. Retrofitting 17 TAPE GULD stormwater treatment devices to treat approximately 128,000 square feet of roadway.
 - 2. Ensuring the 17 TAPE GULD stormwater treatment devices can meet implementation challenges due to elevation challenges, e.g., the existing stormwater infrastructure may be at too shallow a depth to connect directly to the TAPE GULD devices.
- E. Prior to advertising for contractor bids, the RECIPIENT will submit two hard copies and one digital copy of the final plans and specifications to the DEPARTMENT's Project Manager for review. The DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans. The DEPARTMENT's Project Manager will work with the DEPARTMENT's engineer to review the plans and specifications for consistency with the appropriate design criteria and grant requirements. All stormwater treatment devices proposed shall have been approved General Level Use Designation through the Technical Assessment Protocol-Ecology (TAPE). The RECIPIENT must justify significant deviations from the following:
 - 1. **Stormwater Management Manual for Western Washington (SWMMWW)**, which can be found at: <http://www.ecy.wa.gov/programs/wq/stormwater/tech.html>, or the **Low Impact Development Technical Guidance Manual for Puget Sound** which found at: http://www.psp.wa.gov/downloads/LID/LID_manual2005.pdf, or equivalent design manuals.
 - 2. Equivalent manual as developed by the local jurisdiction and approved by the DEPARTMENT.
 - 3. Good engineering practices and generally recognized engineering standards.

4. The project pre-design report.
- F. The RECIPIENT will complete the facility designs within one year after the execution of this AGREEMENT.

Required Performance:

1. Submit copies of all executed contracts for engineering services under this task. The RECIPIENT must submit contracts before the DEPARTMENT will provide reimbursement for work performed under this task.
2. Submit documentation of the RECIPIENT's process for procuring engineering services.
3. Submit two copies of the draft and final pre-design report for DEPARTMENT review within six months of the effective date of this agreement.
4. Submit two copies of final Cross Cutter Report to the DEPARTMENT's Project Manager for the DEPARTMENT's review and concurrence.
5. Submit two copies of the SERP packet and the cost effectiveness analysis for DEPARTMENT review and concurrence.
6. Submit cultural resources review documentation.
7. Submit final plans and specifications to the DEPARTMENT, which includes the DEPARTMENT's Bid Specification Clauses inserts found at:
<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/Eng/GrantLoanMgmtEngRes.html>

Task 3 – Construction Management

- A. The RECIPIENT will provide adequate and competent construction management and inspection for the PROJECT. This may involve procuring the professional services.
- B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to the DEPARTMENT for approval. This plan must describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.
- C. The RECIPIENT will provide a plan of interim operation for the facility while under construction
- D. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit it to the DEPARTMENT. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.
- E. The RECIPIENT will maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance plan for the stormwater treatment and low impact development (LID) features. The operation and maintenance plan will describe how the RECIPIENT will ensure project success consistent with

the design manual used. The operation and maintenance plan must also address long term activities to assure ongoing pollutant removal and flow-control capability of the project. (See the *Stormwater Management Manual for Western Washington Volume 5, Section 4.6*).

- E. Upon completion of construction, the RECIPIENT will provide to the DEPARTMENT's Project Manager a Stormwater Construction Completion Form signed by a professional engineer, indicating that the project was completed in accordance with the plans and specifications and major change orders approved by the DEPARTMENT's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion form can be found at:
<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/Eng/GrantLoanMgmtEngRes.html>

Required Performance:

1. Submit a copy of all executed contracts for engineering services and construction performed under this task. The RECIPIENT must submit executed contracts before the DEPARTMENT will provide reimbursement for work performed under this task.
2. Submit documentation of the RECIPIENT's process for procuring engineering services.
3. Submit a Construction Quality Assurance Plan.
4. Submit an Operation and Maintenance Manual or amendment.
5. Submit a Declaration of Construction completion.

Task 4 -Construction

- A. The RECIPIENT will include the DEPARTMENT's specification insert in the bid documents.
- B. The RECIPIENT will execute a contract with the low responsive responsible bidder to construct the PROJECT.
- C. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The construction project will include retrofitting and installing 17 TAPE GULD stormwater treatment devices to treat approximately 128,000 square feet of State Avenue between Plum Street and Central Avenue (nine blocks).
- D. The RECIPIENT will conduct a pre-construction conference and invite DEPARTMENT staff.
- E. The RECIPIENT will negotiate any change orders to the construction contract, and submit the change orders to the DEPARTMENT for approval as described in the General Project Management Guidelines (Attachment 4).

Required Performance:

1. Satisfactory completion of the PROJECT in conformance with the approved Plans and Specifications.
2. Submit all required submittals as described in the General Project Management Guidelines (Attachment 4), including:
 - a. Bid Tabs, the Notice of Award, and a copy of the executed contract. The RECIPIENT must submit Bid Tabs, the Notice of Award, and a copy of the

executed contract before the DEPARTMENT will provide reimbursement for work performed under this task.

- b. Copy of the advertisement for bids and the affidavit of publication.
- c. Copy of the notice to proceed.
- d. Minutes of the pre-construction meeting.

PART V(a). SPECIAL TERMS AND CONDITIONS

- A. Documents for Review. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for DEPARTMENT review.
- B. Use of Force Account. In the event the RECIPIENT elects to use its own forces to accomplish eligible project work, the RECIPIENT acknowledges that it has the legal authority to perform the work and adequate and technically qualified staff to perform the work without compromising other government functions. The RECIPIENT must track and report the force account work submitted to the DEPARTMENT for reimbursement.
- C. USE OF AMERICAN IRON AND STEEL (BUY AMERICAN)
This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the PROJECT are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. Waiver from this requirement may be requested from the Administrator of the Environmental Protection Agency. This provision does not apply if the engineering plans and specifications for the PROJECT were approved by the DEPARTMENT prior to January 17, 2014. The DEPARTMENT reserves the right to request documentation of RECIPIENT’S compliance with this provision.

PART VI. LOAN INTEREST RATE AND TERMS

Source and Availability; LOAN Amounts; LOAN Terms

This LOAN agreement will remain in effect until the date of final repayment of the LOAN, unless terminated earlier according to the provisions herein.

Subject to all of the terms, provisions, and conditions of this LOAN agreement, and subject to the availability of funds, the DEPARTMENT will loan to the RECIPIENT the sum of six hundred and nineteen thousand, four hundred and eighty five dollars (\$619,485).

When the PROJECT Completion Date has occurred, the DEPARTMENT and the RECIPIENT will execute an amendment to this LOAN agreement which details the final LOAN amount (Final LOAN Amount), and the DEPARTMENT will prepare a final LOAN repayment schedule, in the form of ATTACHMENT 8. The Final LOAN Amount will be the combined total of actual disbursements made on the LOAN and all accrued interest to the computation date.

The Estimated LOAN amount and the Final LOAN amount (in either case, as applicable, a “LOAN

Amount”) will bear interest at the rate of 2.3 percent per annum, calculated on the basis of a 365 day year. Interest on the Estimated LOAN Amount will accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final LOAN Amount will be repaid in equal installments semiannually over a term of 20 years, as provided in ATTACHMENT 8.

PART VII. ALL AGREEMENTS CONTAINED HEREIN

The RECIPIENT will ensure this PROJECT is completed according to the details of this LOAN agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project-related work, if approved by the DEPARTMENT.

Webpage addresses may be provided throughout this LOAN agreement for your convenience, however, if any of these addresses do not work, it is the responsibility of the RECIPIENT to contact the DEPARTMENT for the updated webpage address or the necessary information.

The following contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein:

- This LOAN agreement
- ATTACHMENT 1: Opinion of RECIPIENT’s Legal Counsel
- ATTACHMENT 2: Authorizing Ordinance or Resolution
- ATTACHMENT 3: Preaward Compliance Review Report for All Applicants Requesting Federal Assistance
- ATTACHMENT 4: General Project Management Requirements
- ATTACHMENT 5: Agreement Definitions
- ATTACHMENT 6: LOAN General Terms and Conditions (Pertaining to Grant and Loan Agreements) of the Department of Ecology
- ATTACHMENT 7: The Federal Funding Accountability and Transparency Act (FFATA) & The Clean Water State Revolving Fund Initial Data Reporting Sheet
- ATTACHMENT 8: Estimated LOAN Repayment Schedule
- The effective edition, at the signing of this LOAN agreement, of the DEPARTMENT's “*Administrative Requirements for Recipients of Ecology Grants and Loans*”
- The associated funding guidelines that correspond to the Fiscal Year in which the project is funded
- The applicable statutes and regulations
- As a subrecipient of federal funds (Catalogue of Federal Domestic Assistance Number 66.458) , the RECIPIENT must comply with the following federal regulations:
 - OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
 - OMB Circular A-133, Compliance Supplement
 - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments
 - OMB Circular A-102, Uniform Administrative Requirements

No changes, additions, or deletions to this LOAN agreement will be authorized without a formal written amendment, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the loan budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

By signing this LOAN agreement, the RECIPIENT acknowledges that opportunity to thoroughly

review the terms of this LOAN agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, or guidelines mentioned in this LOAN agreement was given.

IN WITNESS WHEREOF, the DEPARTMENT and the RECIPIENT have signed this LOAN agreement as of the dates set forth below, to be effective as provided above.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CITY OF OLYMPIA

HEATHER R. BARTLETT DATE
WATER QUALITY PROGRAM MANAGER

STEVE HALL DATE
CITY MANAGER

APPROVED AS TO FORM ONLY
ASSISTANT ATTORNEY GENERAL
(October 29, 2009)

Boilerplate Update August 15, 2013

ATTACHMENT 1: OPINION OF RECIPIENT'S LEGAL COUNSEL

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of the City of Olympia [the RECIPIENT], and I have examined any and all documents and records pertinent to the LOAN agreement.

Based on the foregoing, it is my opinion that:

- A. The RECIPIENT is a duly organized and legally existing municipal corporation or political subdivision under the laws of the state of Washington or a federally recognized Indian tribe;
- B. The RECIPIENT has the power and authority to execute and deliver and to perform its obligations under the LOAN agreement;
- C. The LOAN agreement has been duly authorized and executed by RECIPIENT's authorized representatives and, to my best knowledge and after reasonable investigation, all other necessary actions have been taken to make the LOAN agreement valid, binding, and enforceable against the RECIPIENT in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors' rights and principles of equity if equitable remedies are sought;
- D. To my best knowledge and after reasonable investigation, the LOAN agreement does not violate any other agreement, statute, court order, or law to which the RECIPIENT is a party or by which it or its properties are bound;
- E. There is currently no litigation seeking to enjoin the commencement or completion of the PROJECT or to enjoin the RECIPIENT from entering into the LOAN agreement or from accepting or repaying the LOAN. The RECIPIENT is not a party to litigation which will materially affect its ability to repay such LOAN on the terms contained in the LOAN agreement; and
- H. The LOAN agreement constitutes a valid obligation of the RECIPIENT payable from the Net Revenues of the Utility.

Capitalized terms used herein will have the meanings ascribed thereto in the LOAN agreement between the RECIPIENT and the DEPARTMENT.

Darve Niemeyer

RECIPIENT's Legal Counsel

4-1-14

Date

ATTACHMENT 2: AUTHORIZING ORDINANCE OR RESOLUTION
(as submitted by the RECIPIENT)

May 6, 2014 City Council meeting minutes to be attached

DRAFT

ATTACHMENT 3: PREAWARD COMPLIANCE REVIEW REPORT FOR ALL APPLICANTS
REQUESTING FEDERAL ASSISTANCE

Form available electronically at: <http://www.epa.gov/ogd/forms/forms.htm>
 (Super crosscutter: required for all loans, except Centennial)

Preward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance Note: Read instructions on page two of this attachment.		
I. Applicant/Recipient (Name, Address, State, Zip Code).		DUNS No.
II. Is the applicant currently receiving EPA assistance?		
III. List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)		
IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective action taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)		
V. List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or AGREEMENTs based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))		
VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below. <u> </u> a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b). b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. § 7.70) applies.		
VII.* Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its programs or activities? (40 C.F.R. § 5.140 and § 7.95) <u> </u> a. Do the methods of notice accommodate those with impaired vision or hearing? b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? c. Does the notice identify a designated civil rights coordinator?		
VIII.* Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. § 7.85(a))		
IX.* Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166)		
X.* If the applicant/recipient is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.		
XI* If the applicant/recipient is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet address for, or a copy of, the procedures.		
For the Applicant/Recipient <u> </u> I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.		
A. Signature of Authorized Official	B. Title of Authorized Official	C. Date
For the U.S. Environmental Protection Agency <u> </u> I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.		
A. Signature of Authorized EPA Official <u> </u> See ** note on reverse side.	B. Title of Authorized EPA Official	C. Date

DRAFT

General

Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment).

Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities.

Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities.

The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission.

Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution.

40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972.

40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973.

The Executive Order 13166 (E.O. 13166) entitled; "Improving Access to Services for Persons with Limited English Proficiency" requires Federal agencies work to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

Items

"Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Recipient" means any entity, other than applicant, which will actually receive EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed.

"Civil rights compliance review" means any review assessing the applicant's and/or recipient's compliance with laws prohibiting discrimination on the basis of race, color, national origin, sex, age, or disability.

Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission.

If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable."

In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification.

* Questions VII – XI are for informational use only and will not affect an applicant's grant status. However, applicants should answer all questions on this form. (40 C.F.R. Parts 5 and 7).

** Note: Signature appears in the Approval Section of the EPA Comprehensive Administrative Review For Grants/Cooperative AGREEMENTs & Continuation/Supplemental Awards form.

Approval indicates, in the reviewer's opinion, questions I – VI of Form 4700-4 comply with the preaward administrative requirements for EPA assistance.

"Burden Disclosure Statement"

EPA estimates public reporting burden for the preparation of this form to average 30 minutes per response. This estimate includes the time for reviewing instructions, gathering and maintaining the data needed and completing and reviewing the form. Send comments regarding the burden estimate, including suggestions for reducing this burden, to:

U.S. EPA, Attn: Collection Strategies Division (MC 2822T), Office of Information Collection, 1200 Pennsylvania Ave., NW, Washington, D.C. 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

The information on this form is required to enable the U.S. Environmental Protection Agency to determine whether applicants and prospective recipients are developing projects, programs and activities on a nondiscriminatory basis as required by the above statutes and regulations.

ATTACHMENT 4: GENERAL PROJECT MANAGEMENT REQUIREMENTS
FOR THE WASHINGTON STATE WATER POLLUTION CONTROL REVOLVING FUND
AND CENTENNIAL CLEAN WATER PROGRAM PROJECTS
(UNLESS MODIFIED BY A SPECIAL TERM AND CONDITION IN PART V.)

ACCOUNTING STANDARDS

The RECIPIENT will maintain accurate records and accounts for the PROJECT (“PROJECT Records”) in accordance with Chapter 43.09.200 RCW “Local Government Accounting - Uniform System of Accounting.”

These PROJECT Records will be separate and distinct from the RECIPIENT's other records and accounts (General Accounts). Eligible costs will be audited every other year or annually if more than \$500,000 of federal funds are received in any given year. Audits will be performed by an independent, certified accountant or state auditor, which may be part of the annual audit of the General Accounts of the RECIPIENT. If the annual audit includes an auditing of this PROJECT, a copy of such audit, including all written comments, recommendations, and findings, will be furnished to the DEPARTMENT within 30 days after receipt of the final audit report.

ACTIVITIES PROJECTS: TECHNICAL ASSISTANCE

Technical assistance for agriculture activities provided under the terms of this LOAN will be consistent with the current U.S. Natural Resource Conservation Service (“NRCS”) Field Office Technical Guide for Washington State. However, technical assistance, proposed practices, or PROJECT designs that do not meet these standards may be accepted if approved in writing by the NRCS and the DEPARTMENT.

ACTIVITIES PROJECTS: BEST MANAGEMENT PRACTICES

Best Management Practices (BMPs) intended primarily for production, operation, or maintenance are not eligible. BMPs must be pre approved by the DEPARTMENT.

AUTHORITY

Authority of RECIPIENT

This LOAN agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT’s authority, and by the RECIPIENT pursuant to the ordinance or resolution attached as ATTACHMENT 2.

Opinion of RECIPIENT’s Legal Counsel

The DEPARTMENT has received an opinion of legal counsel to the RECIPIENT in the form and substance of Attachment 1.

CERTIFICATIONS

The RECIPIENT certifies by signing this LOAN agreement that all negotiated interlocal agreements necessary for the PROJECT are, or will be, consistent with the terms of this LOAN agreement and Chapter 39.34 RCW, “Interlocal Cooperation Act.” The RECIPIENT will submit a copy of each interlocal agreement necessary for the PROJECT to the DEPARTMENT.

The RECIPIENT certifies by signing this LOAN agreement that all applicable requirements have been satisfied in the procurement of professional services and that eligible and ineligible costs are separated and identifiable. The RECIPIENT will submit a copy of the final negotiated agreement to the DEPARTMENT for eligibility determination.

The RECIPIENT certifies by signing this LOAN agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or will be, met in procuring

qualified architectural/engineering services. The RECIPIENT will identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to the DEPARTMENT.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT will provide immediate written notice to the DEPARTMENT if at any time the RECIPIENT learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. The RECIPIENT may contact the DEPARTMENT for assistance in obtaining a copy of those regulations.
4. The RECIPIENT agrees it will not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. The RECIPIENT acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. The RECIPIENT agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the DEPARTMENT before requests for reimbursements will be approved for payment. The RECIPIENT must run a search in www.sam.gov and print a copy of completed searches to document proof of compliance.

CLEAN WATER STATE REVOLVING FUND DATA REPORTING SHEET (DATA REPORTING SHEET)

The RECIPIENT will submit the completed Data Reporting Sheet to the DEPARTMENT. The completed and signed Data Reporting Sheet will be included in this LOAN agreement as ATTACHMENT 7 (see ATTACHMENT 7 for further instructions).

COMMENCEMENT OF WORK

The DEPARTMENT reserves the right to terminate this LOAN agreement if work does not commence on the project within 4 months after the DEPARTMENT's deadline for signing this LOAN agreement.

COVENANTS AND AGREEMENTS

Acceptance

The RECIPIENT accepts and agrees to comply with all terms, provisions, conditions, and commitments of this LOAN agreement, including all incorporated and referenced documents, and to fulfill all assurances, declarations, representations, and commitments made by the RECIPIENT in its application, accompanying documents, and communications filed in support of its request for a LOAN.

Accounts and Records

The RECIPIENT will keep proper and separate accounts and records in which complete and separate entries will be made of all transactions relating to this LOAN agreement. The RECIPIENT will keep such records for six years after receipt of final LOAN disbursement.

Alteration and Eligibility of PROJECT

During the term of this LOAN agreement, the RECIPIENT (i) will not materially alter the design or structural character of the PROJECT without the prior written approval of the DEPARTMENT and (ii) will take no action which would adversely affect the eligibility of the PROJECT as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

Collection of ULID Assessments (if used to secure the repayment of this LOAN)

All ULID Assessments in the ULID will be paid into the LOAN Fund and used to pay the principal of and interest on the LOAN. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

Free Service

The RECIPIENT will not furnish Utility service to any customer free of charge if providing that free service will affect the RECIPIENT's ability to meet the obligations of this LOAN agreement.

Insurance

The RECIPIENT will at all times carry fire and extended coverage, public liability and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it will self-insure or will participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

Levy and Collection of Taxes (if used to secure the repayment of this LOAN)

For so long as the LOAN is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the LOAN, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Maintenance and Operation of a Funded Utility

The RECIPIENT will at all times maintain and keep a funded Utility in good repair, working order and condition and also will at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this LOAN)

For so long as the LOAN is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the

Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the LOAN.

Reserve Requirement

For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the LOAN equivalent to at least the Average Annual Debt Service on the LOAN during the first five years of the repayment period of the LOAN. This amount will be deposited in a Reserve Account in the LOAN Fund in approximately equal annual payments commencing within one year after the Initiation of Operation or the PROJECT Completion Date, whichever comes first.

“Reserve Account” means, for a LOAN that constitutes Revenue-Secured Debt, an account of that name created in the LOAN Fund to secure the payment of the principal and interest on the LOAN. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (i) to make, in part or in full, the final repayment to the DEPARTMENT of the LOAN Amount or, (ii) if not so applied, for any other lawful purpose of the RECIPIENT once the LOAN Amount, plus interest and any other amounts owing to the DEPARTMENT, have been paid in full.

Sale or Disposition of Utility

The RECIPIENT will not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities or other part of the Utility, or any real or personal property comprising a part of the Utility unless one of the following applies:

1. The facilities or property transferred are not material to the operation of the Utility; or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility; or are no longer necessary, material, or useful to the operation of the Utility.
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the Utility.
3. The RECIPIENT receives from the transferee an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and LOAN Funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

The proceeds of any transfer under this paragraph will be used (i) to redeem promptly or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the LOAN, or (ii) to provide for part of the cost of additions to and betterments and extensions of the Utility.

CULTURAL AND HISTORIC RESOURCES PROTECTION

The RECIPIENT must comply with all requirements listed in Section 106 of the National Historic Preservation Act or Executive Order 05-05 prior to implementing any project that involves soil disturbing activity.

The RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to the DEPARTMENT’s project manager prior to any soil disturbing activities. The EZ-1 Form must be submitted to the DEPARTMENT’s Project Manager at least eight weeks prior to the start of soil disturbing activity to prevent delays. The DEPARTMENT will contact the Department of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to fulfill Section 106 or Executive Order 05-05 requirements. Any prior communication between the RECIPIENT, the DAHP, and the tribes is not sufficient to meet requirements. Any mitigation measures as an outcome of this process will be requirements of this agreement.

Any soil disturbing activities that occur prior to the completion of the Section 106 or Executive Order 05-05 process will not be eligible for reimbursement. Activities associated with cultural resources review are

grant eligible and reimbursable.

The Washington State Department of Archaeology and Historic Preservation provide guidance on-line.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this LOAN agreement.

Non-discrimination Provision. The RECIPIENT will not discriminate on the basis of race, color, national origin or sex in the performance of this LOAN agreement. The RECIPIENT will carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this LOAN agreement which may result in the termination of this contract or other legally available remedies.

The RECIPIENT will comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this LOAN agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from the DEPARTMENT. The RECIPIENT will, however, be given a reasonable time in which to cure this noncompliance.

Fair Share Objective/Goals, 40 CFR, Part 33, Subpart D. If the dollar amount of this LOAN agreement or the total dollar amount of all of the RECIPIENT's financial assistance agreements in the current federal fiscal year from the Revolving Fund is over \$250,000, the RECIPIENT accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **Office of Minority Women Business Enterprises** as follows:

Construction	10.00% MBE	6.00% WBE
Supplies	8.00% MBE	4.00% WBE
Services	10.00% MBE	4.00% WBE
Equipment	8.00% MBE	8.00% WBE

By signing this LOAN agreement the RECIPIENT is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **Office of Minority Women Business Enterprises**.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this LOAN agreement. Records documenting compliance with the following six good faith efforts will be retained:

- 1) Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. *Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.*

- 2) Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, requiring the subcontractors to take the five good faith efforts in paragraphs 1 through 5 above.

MBE/WBE Reporting, 40 CFR, Part 33, Sections 33.302, 33.502 and 33.503. The RECIPIENT agrees to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its DBE subcontractors, and EPA Form 6100-4 DBE Subcontractor Utilization Form to all its prime contractors. These forms may be obtained from the DEPARTMENT's Water Quality Program financial assistance website.

EPA Form 6100-2 – The RECIPIENT must document that this form was received by DBE subcontractor. DBE subcontractors may submit the completed form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract.

EPA Form 6100-3 – This form must be completed by DBE subcontractor(s), submitted with bid, and kept with the contract.

EPA Form 6100-4 – This form must be completed by the prime contractor, submitted with bid, and kept with the contract.

The RECIPIENT also agrees to submit the DEPARTMENT's MBE/WBE participation report - Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302. The RECIPIENT also agrees to ensure that recipients of identified loans also comply with provisions of 40CFR, Section 33.302. The RECIPIENT will include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this LOAN agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list will include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact;
2. Entity's mailing address, telephone number, and e-mail address;
3. The procurement on which the entity bid or quoted, and when; and
4. Entity's status as an MBE/WBE or non-MBE/WBE.

EFFECTIVE DATE

The effective date of this LOAN agreement is earliest date on which eligible costs can be incurred.

ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY:

RECIPIENTS will ensure that loan funds provided under this agreement for costs incurred in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems will include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

FACILITIES PROJECTS: DELIVERABLES (IF APPLICABLE)

Planning documents developed by the RECIPIENT must meet the requirements of Chapter 173-240 WAC, "Submission of Plans and Reports for Construction of Wastewater Facilities" and incorporate the State Environmental Review Process (SERP) review.

State Environmental Review Process (SERP) and Federal Cross-Cutters.

The RECIPIENT must comply with applicable SERP and federal cross cutting requirements. Costs incurred for construction activities prior to DEPARTMENT concurrence are not eligible for reimbursement.

Investment Grade Efficiency Audit (IGEA). For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, the RECIPIENT must undertake an investment grade audit. Costs incurred as part of the investment grade audit are eligible project costs.

Plans and Specifications. Plans and specifications developed by the RECIPIENT must be reviewed and approved by Water Quality Program staff of the DEPARTMENT and be consistent with:

1. Requirements stated in Chapter 173-240 WAC, "Submission of Plans and Reports for Construction of Wastewater Facilities," as related to plans and specifications.
2. Good engineering practices and generally recognized engineering standards, including, but not limited to, the most recent versions of the *State of Washington's Criteria for Sewage Works Design*, the *Stormwater Management Manual for Western Washington*, the *Stormwater Management Manual for Eastern Washington*, and the Washington State Department of Transportation *Hydraulics Manual*.
3. The approved facilities plan.
4. Other reports approved by the DEPARTMENT which pertain to the facilities design.

Specification Insert. The RECIPIENT will include the *Washington State Department of Ecology Water Pollution Control Revolving Fund Specifications Insert* as a special condition in the construction contract specifications. Contact the DEPARTMENT for the required specification inserts.

RECIPIENT Approval. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for DEPARTMENT review.

Bid and Award Submittals (as applicable). The RECIPIENT will submit to the DEPARTMENT the following documents relating to bidding and award of any contract funded by this agreement:

1. A copy of the advertisement for bids.
2. A tabulation of all bids received, and a copy of the bid proposal from the successful bidder,
3. A copy of the Notice of Award, a copy of the executed contract, and a copy of the Notice to Proceed.

Construction Cost Estimate. The RECIPIENT will submit to the DEPARTMENT a current, updated, detailed construction cost estimate along with each plan/specification submittal. The project manager may request a spreadsheet in electronic file format.

Form of Plans. All construction plans submitted to the DEPARTMENT for review and approval will be reduced to no larger than 11" x 17" in size. They may, at the RECIPIENT's option, be bound with the specifications or related construction contract documents or bound as a separate document. All reduced drawings must be completely legible. The project manager may request plans be submitted in either PDF or AutoCAD electronic format, and specifications in a searchable PDF or Microsoft Word electronic file. All PDF documents submitted will be at a resolution of 300 dpi or better.

DEPARTMENT Approval. The RECIPIENT will not proceed with any construction-related activities until the DEPARTMENT approves in writing all necessary plans and specifications.

Bids and Awards. DEPARTMENT approval of the plans, specifications, and construction documents authorizes the RECIPIENT to solicit bids and award the construction contract (or reject bids) without further DEPARTMENT authorization or approval. However, any additional costs resulting from successful bid protests or other claims due to improper bid solicitation and award procedures will not be considered eligible for LOAN participation.

Plan of Interim Operation. The RECIPIENT must update the plan of interim operation, as appropriate, throughout the PROJECT.

Construction Quality Assurance Plan. The RECIPIENT will submit to the DEPARTMENT a detailed construction quality assurance plan at least 30 days prior to the commencement of construction in compliance with WAC 173-240-075. This plan must describe how adequate and competent construction inspection will be provided for the PROJECT.

Construction Schedule. The RECIPIENT will submit to the DEPARTMENT a construction schedule within 30 days of the start of construction. The RECIPIENT will revise and update the construction schedule whenever major changes occur and resubmit the schedule to the DEPARTMENT. When changes in the construction schedule affect previous cash flow estimates, the RECIPIENT will also submit to the DEPARTMENT a revised cash flow projection. The project manager may request this schedule in an electronic file format.

Change Orders. Change orders that are a significant deviation from the approved plans/specifications must be submitted in writing for DEPARTMENT review and approval, prior to execution. The RECIPIENT will submit all other change orders to the DEPARTMENT within 30 days after execution.

The DEPARTMENT may approve, through formal amendment to this LOAN agreement, funding for change orders for up to five percent of the eligible portion of the low responsive responsible construction bid(s).

Adjusted Construction Budget. The construction budget, as reflected in the LOAN, will be adjusted once actual construction bids are received. If the low responsive responsible construction bid(s) exceed the engineer's estimate of construction costs, the DEPARTMENT may approve funding increases for up to ten percent of the engineer's original estimate. If the low responsive responsible construction bid(s) are lower than estimated the DEPARTMENT may reduce funding to reflect the low bid amount. The DEPARTMENT may also reassess the LOAN amount based on additional funding from other sources received by the RECIPIENT after negotiation of this LOAN agreement. All changes to the LOAN amount will be done by formal amendment to this LOAN agreement.

Record Drawings. Upon completion of construction, the RECIPIENT will provide the

DEPARTMENT's Project Manager with a set of record drawings (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction) in AutoCAD electronic format, and in reduced (11"x17") paper copy format.

Declaration of Construction Completion. Along with the set of record drawings, the RECIPIENT will provide certification in the form contained in WAC 173-240-095, signed by a professional engineer, indicating that the PROJECT was completed in accordance with the plans and specifications and major change orders approved by the DEPARTMENT.

Final Project Report. The RECIPIENT will complete and submit a Final Project Report upon completion of the PROJECT. A template is available on the DEPARTMENT's website..

Operations and Maintenance Manual. An Operations and Maintenance Manual ("O&M Manual") will be prepared in conformance with WAC 173-240-080, "Operation and Maintenance Manual" or other applicable guidance and submitted to the DEPARTMENT for approval. The O&M Manual will be updated as necessary following start-up to reflect actual operating experience. The DEPARTMENT's project manager may request the O&M Manual be submitted in either paper format, PDF format, Microsoft Word, or other electronic file format acceptable to the DEPARTMENT's project manager. All PDF documents submitted will be at a resolution of 300 dpi or better.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

In order to comply with the FFATA, the RECIPIENT must complete the Data Reporting Form (see Attachment 7 for further instructions) and return it to the DEPARTMENT. The DEPARTMENT will report basic agreement information, including the required DUNS number, for all federally-funded agreements at www.fsr.gov. This information will be made available to the public at www.usaspending.gov. RECIPIENTS who do not have a DUNS number can find guidance at www.grants.gov. Please note that the DEPARTMENT will not sign this LOAN agreement until it has received the completed FFATA Data Collection Form. The RECIPIENT will submit this form electronically as well as provide a hard copy to the DEPARTMENT (see ATTACHMENT 7 for detailed instructions).

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using the DEPARTMENT's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

See www.fsr.gov for details of this requirement. If your organization falls into this category, you must report the required information to Ecology.

FORCE ACCOUNT

Prior to using its own forces to accomplish eligible PROJECT work, the RECIPIENT must request DEPARTMENT approval. The request must include a dollar amount and general description of the force account work. The request must also include a certification that the RECIPIENT has the legal authority to perform the work and adequate and technically qualified staff to perform the work without compromising other government functions. The RECIPIENT agrees to track and report the force account work submitted to the DEPARTMENT for reimbursement.

FUNDING RECOGNITION

All site-specific projects must have a sign of sufficient size to be seen from nearby roadways acknowledging department financial assistance and left in place throughout the life of the project or facility. Department logos must be on all signs and documents. Logos will be provided as needed.

GROWTH MANAGEMENT PLANNING

The RECIPIENT certifies by signing this LOAN agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management—Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT will notify the DEPARTMENT in writing of this change within 30 days.

HOTEL AND MOTEL FIRE SAFETY ACT

The RECIPIENT agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act of 1990.

INCREASED OVERSIGHT (IF APPLICABLE)

The DEPARTMENT's Project Manager will establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

INTERIM REFINANCE (IF APPLICABLE)

The RECIPIENT agrees to use the funding from this LOAN agreement to pay-off existing debt for eligible costs incurred to complete this PROJECT, and to fund all or part of the remaining tasks outlined for this PROJECT. The RECIPIENT will maintain clear documentation of the debt pay-off and make such documentation available to the DEPARTMENT upon request.

LOAN REPAYMENT

Sources of LOAN Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the LOAN from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein will be absolute and unconditional, and will not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the LOAN from the DEPARTMENT, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.
2. For General Obligation. This LOAN is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This LOAN is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured; Lien Position. This LOAN is a Revenue-Secured Debt of the RECIPIENT's Utility. This LOAN will constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this LOAN is also secured by Utility Local Improvement Districts (ULID) Assessments, this LOAN will constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.
5. Other Sources of Repayment. The RECIPIENT may repay any portion of the LOAN from any funds legally available to it.
6. Defeasance of the LOAN. So long as the DEPARTMENT will hold this LOAN, the RECIPIENT will not be entitled to, and will not affect, an economic Defeasance of the LOAN. The RECIPIENT will not advance refund the LOAN.

If the RECIPIENT defeases or advance refunds the LOAN, it will be required to use the

proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) the LOAN Amount with interest
- (ii) any other obligations of the RECIPIENT to the DEPARTMENT under this LOAN agreement, unless in its sole discretion the DEPARTMENT finds that repayment from those additional sources would not be in the public interest.

Failure to repay the LOAN Amount plus interest within the time specified in the DEPARTMENT's notice to make such repayment will incur Late Charges and will be treated as a LOAN Default.

7. Refinancing or Early Repayment of the PROJECT. So long as the DEPARTMENT will hold this LOAN, the RECIPIENT will give the DEPARTMENT thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the LOAN.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this LOAN agreement, the first semiannual payment of principal and interest on this LOAN will be paid no later than one year after the PROJECT Completion Date or Initiation of Operation Date whichever comes first.

Equal payments will be due every six months thereafter.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment will be due on the next business day for Washington State agencies.

Payments will be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with the DEPARTMENT's Financial Manager.

No change to the amount of the semiannual principal and interest payments will be made without a formal amendment to this LOAN agreement. The RECIPIENT will continue to make semiannual payments based on this LOAN agreement until the amendment is effective, at which time the RECIPIENT's payments will be made pursuant to the amended LOAN agreement.

2. Late Charges. If any amount of the Final LOAN Amount or any other amount owed to the DEPARTMENT pursuant to this LOAN agreement remains unpaid after it becomes due and payable, the DEPARTMENT may assess a Late Charge. The Late Charge will be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.
3. Repayment Limitations. Repayment of the LOAN is subject to the following additional limitations, among others: those on Defeasance, refinancing and advance refunding, termination, and default and recovery of payments.
4. Prepayment of LOAN. So long as the DEPARTMENT will hold this LOAN, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the LOAN or any portion of the remaining unpaid principal balance of the LOAN Amount. Any prepayments on the LOAN will be applied first to any accrued interest due and then to

the outstanding principal balance of the LOAN Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT will first contact the DEPARTMENT's Revenue/Receivable Manager of the Fiscal Office.

LOCAL LOAN FUND PROJECTS (IF APPLICABLE)

Local Loan Fund. The RECIPIENT will use the funds received from the DEPARTMENT under this LOAN agreement to establish and administer a local loan fund.

Local Loan Fund Servicing. The RECIPIENT will be responsible for local loan servicing and collecting and tracking local loan payments, but may contract for such services through a lending institution. The RECIPIENT will officially approve or deny the local loan request and will establish the local loan interest rate and the repayment period.

Schedule. A schedule for PROJECT completion, including milestone dates for loan marketing activities, numbers of loan applications and closures, disbursements, application deadlines, etc., will be submitted by the RECIPIENT with each quarterly progress report.

MODIFICATIONS TO AGREEMENT

No subsequent amendments to this LOAN agreement will be of any force or effect unless reduced to a writing and signed by authorized representatives of the RECIPIENT and the DEPARTMENT, and made part hereof, except:

Insubstantial modifications may be approved in writing by the Department's Project Manager without a formal amendment. Insubstantial changes include:

- LOAN agreement contact
- Contact for billing/invoice questions
- The DEPARTMENT'S Project Manager or Financial Manager
- Frequency and number of required submittals
- Budget allocations not affecting the total LOAN Amount
- Similar changes requested by the RECIPIENT

No amendment to this LOAN agreement will be effective until accepted or affirmed in writing by the DEPARTMENT. In no event will any oral agreement or oral commitment be effective to amend this LOAN agreement.

PAYMENT TO CONSULTANTS:

The RECIPIENT will ensure that loan funds provided under this agreement to reimburse for costs incurred by individual consultants(excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j) for additional information.

PAYMENT REQUEST SUBMITTALS

Equipment Purchase

Equipment not included in a construction plans and specification approval must be pre-approved by the DEPARTMENT's project manager.

Requests for Reimbursement

Instructions for submitting payment requests are found in ADMINISTRATIVE REQUIREMENTS, PART IV available on the DEPARTMENT's website or in hard copy upon request.

1. Procedure. Payment requests will be submitted by the RECIPIENT to the Financial Manager and the Project Manager of the DEPARTMENT no more than once a month unless allowed by the DEPARTMENT's Financial Manager. The DEPARTMENT's Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.
2. Cost Reimbursable Basis: Payments to the RECIPIENT will be made on a "reimbursable basis."
3. Documentation: Each request for payment will include back-up documentation of the eligible expenses being requested for reimbursement and a progress report.
4. Required Forms: Invoice voucher submittals will include (forms available on our website):
 - State of Washington Invoice Voucher Form A19-1A
 - Form B2 (ECY 060-7)
 - Form C2 (ECY 060-9)
 - Form D (ECY 060-11)
 - Progress Report Form
5. Period of Payment. Payments will only be made for eligible costs of the PROJECT pursuant to the LOAN agreement and performed after the effective date and prior to the expiration date of the LOAN agreement, unless those dates are specifically modified in this LOAN agreement.
6. Ineligible Costs. Payments will be made only for eligible PROJECT costs incurred and will not exceed the Estimated LOAN Amount. If any audit identifies LOAN funds which were used to support ineligible costs, such funds may be immediately due and payable to the DEPARTMENT notwithstanding any provision to the contrary herein.
7. Overhead Costs. No payment for overhead costs in excess of 25 percent of salaries and benefits of the RECIPIENT will be allowed.
8. Certification. Each payment request will constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this LOAN agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the PROJECT or to repay the principal or interest on the LOAN, have occurred since the date of this LOAN agreement. Any changes in the RECIPIENT's financial condition will be disclosed in writing to the DEPARTMENT by the RECIPIENT in its request for payment.

New Electronic System "Ecology Administration of Grants and Loans (EAGL)"

The DEPARTMENT is currently developing a web-based grant and loan management system. The DEPARTMENT will be transitioning to this new web-based system in the future. Once the transition has taken place payment requests and progress reports will be submitted electronically.

POST PROJECT ASSESSMENT SURVEY

The RECIPIENT agrees to participate in a brief survey regarding the key PROJECT results or water quality PROJECT outcomes and the status of long-term environmental results or goals from the PROJECT approximately three years after PROJECT completion. A representative from the DEPARTMENT's Water Quality Program will contact the RECIPIENT to request this data. The DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the PROJECT, as part of this assessment.

PREVAILING WAGE

Prevailing Wage (Davis-Bacon Act):

The RECIPIENT agrees, by signing this LOAN agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors will be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT will obtain the wage determination for the area in which the PROJECT is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations will be incorporated into solicitations and any subsequent contracts. The RECIPIENT will ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT will maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this LOAN agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the PROJECT involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

PROCUREMENT

The RECIPIENT is responsible for procuring professional, personal, and other services using sound business judgment and good administrative procedures. This includes issuance of invitation of bids, requests for proposals, selection of contractors, award of subagreements, and other related procurement matters. The RECIPIENT will follow State procurement laws.

PROGRESS REPORTS

The RECIPIENT will submit a progress report to the DEPARTMENT Financial Manager and Project Manager with each payment request or at least quarterly or such other schedule as set forth herein.

Quarterly reports will cover the periods:

January 1 through March 31

April 1 through June 30

July 1 through September 30

October 1 through December 31

Quarterly reports are due 15 days following the end of the quarter being reported. Payment requests will not be processed without a progress report. A progress report must be submitted at least quarterly even if no progress has occurred.

A Progress Report Form is available on the DEPARTMENT's website. At a minimum, all progress reports must contain the items outlined in the DEPARTMENT's Progress Report Form. The DEPARTMENT may request additional information as necessary.

The RECIPIENT will also report in writing to the DEPARTMENT any problems, delays, or adverse conditions which will materially affect its ability to meet PROJECT objectives or time schedules. This disclosure will be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation.

REPRESENTATIONS AND WARRANTIES

The RECIPIENT represents and warrants to the DEPARTMENT as follows:

A. Existence; Authority.

It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this LOAN agreement and to undertake the PROJECT identified herein.

B. Application; Material Information.

All information and materials submitted by the RECIPIENT to the DEPARTMENT in connection with its LOAN application were, when made, and are, as of the date the RECIPIENT executes this LOAN agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the PROJECT, the LOAN, or this LOAN agreement known to the RECIPIENT which has not been disclosed in writing to the DEPARTMENT.

C. Litigation; Authority.

No litigation is now pending or, to the RECIPIENT'S knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this LOAN agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the LOAN (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the LOAN (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iii) in any manner questioning the proceedings and authority under which the LOAN agreement, the LOAN, or the PROJECT are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this LOAN agreement has been repealed, revoked, or rescinded.

D. Not an Excess Indebtedness

For LOANS secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this LOAN agreement and the LOAN to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

E. Due Regard

For LOANS secured with a Revenue Obligation: The RECIPIENT has exercised due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the LOAN Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, will be available over and above such Maintenance and Operation Expense and those debt service requirements.

SEWER-USER ORDINANCES AND USER-CHARGE SYSTEM (IF APPLICABLE)

Sewer-Use Ordinance or Resolution

If not already in existence, the RECIPIENT will adopt and will enforce a sewer-use ordinance or resolution. The sewer use ordinance must include provisions to: 1) prohibit the introduction of toxic or hazardous wastes into the RECIPIENT'S sewer system; 2) prohibit inflow of stormwater; 3) require that new sewers and connections be properly designed and constructed; and 4) require all existing and future residents to connect to the sewer system. Such ordinance or resolution will be submitted to the

DEPARTMENT upon request by the DEPARTMENT.

User-Charge System

The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and will adopt a system of user-charges to assure that each user of the utility will pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the PROJECT.

In addition, the RECIPIENT will regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required LOAN Reserve Account, and to repay the LOAN.

SMALL COMMERCIAL ON-SITE SEWAGE SYSTEM REPAIR AND REPLACEMENT (IF APPLICABLE)

On-site sewage system repair or replacement funding may be provided to eligible small commercial enterprises. The definition of “small commercial” requires that the average daily flows from any one single business cannot exceed 3,500 gallons per day. These enterprises may include public lodging (including motels, hotels, and bed and breakfast establishments), rentals (apartments, duplexes, or houses), small restaurants, stores, or taverns.

The DEPARTMENT may adjust interest rates to below 2.3 percent based on evaluation of the RECIPIENT’s total portfolio of local on-site sewage system loans issued to homeowners and small commercial enterprises.

The following is the Revolving Fund interest rate schedule for loans targeted to homeowners at three levels of county median household income:

County Median Household Income*	Revolving fund Adjustable Interest Rate Schedule	
	5-Year Term	20-Year Term
Above 80%	1.14%	2.3 %
50 – 80%	0.6%	1.14%
Below 50%	0%	0.6 %

The following is the Revolving Fund interest rate schedule for loans targeted to small commercial enterprises at three levels of annual gross revenue:

Small Commercial Enterprise Annual Gross Revenue	Revolving Fund Adjustable Interest Rate Schedule	
	5-Year Term	20-Year Term
Above \$100,000	1.14%	2.3 %
\$50,000 - \$100,000	0.6%	1.14%
Below \$50,000	0%	0.6 %

In order for a small commercial enterprise to be considered for extreme hardship, the business must provide documentation to substantiate that annual gross revenue is less than \$100,000.

The RECIPIENT agrees to submit a final compilation of the local loans provided to homeowners and small commercial enterprises throughout the duration of the PROJECT. The list will include information provided by the RECIPIENT regarding the number and final dollar amounts of loans funded in the following respective homeowner income and small commercial enterprise revenue levels:

- County Median Household Income
 - Above 80 %
 - 50 to 80 %

- Below 50 %
- Small Commercial Enterprise Annual Gross Revenue
 - Above \$100,000
 - \$50,000 to \$100,000
 - Below \$50,000

TERMINATION AND DEFAULT; REMEDIES

A. Termination and Default Events

1. For Insufficient DEPARTMENT or RECIPIENT Funds. This LOAN agreement may be terminated by the DEPARTMENT for insufficient DEPARTMENT or RECIPIENT funds.
2. For Failure to Commence Work. This LOAN agreement may be terminated by the DEPARTMENT for failure of the RECIPIENT to commence PROJECT work.
3. Past Due Payments. The RECIPIENT will be in default of its obligations under this LOAN agreement when any LOAN repayment becomes 60 days past due.
4. Other Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this LOAN agreement. The RECIPIENT will be in default of its obligations under this LOAN agreement if, in the opinion of the DEPARTMENT, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this LOAN agreement.

B. Procedures for Termination

If this LOAN agreement is terminated prior to PROJECT completion, the DEPARTMENT will provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the DEPARTMENT will specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the LOAN and all accrued interest (the "Termination Payment Date").

C. Termination and Default Remedies

1. No Further Payments. On and after the Termination Date, or in the event of a default event, the DEPARTMENT may, in its sole discretion, withdraw the LOAN and make no further payments under this LOAN agreement.
2. Repayment Demand. In response to a DEPARTMENT initiated termination event, or in response to a LOAN default event, the DEPARTMENT may in its sole discretion demand that the RECIPIENT repay the outstanding balance of the LOAN Amount and all accrued interest.
3. Interest after Repayment Demand. From the time that the DEPARTMENT demands repayment of funds, amounts owed by the RECIPIENT to the DEPARTMENT will accrue additional interest at the rate of one percent per month, or fraction thereof.
4. Accelerate Repayments. In the event of a default, the DEPARTMENT may in its sole discretion declare the principal of and interest on the LOAN immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligations upon the Net Revenue. Repayments not made immediately upon such acceleration will incur Late Charges.
5. Late Charges. All amounts due to the DEPARTMENT and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, will incur Late Charges.
6. Intercept State Funds. In the event of a default event and in accordance with RCW 90.50A.060, "Defaults," any state funds otherwise due to the RECIPIENT may, in the

DEPARTMENT's sole discretion, be withheld and applied to the repayment of the LOAN.

7. Property to DEPARTMENT. In the event of a default event and at the option of the DEPARTMENT, any property (equipment and land) acquired under this LOAN agreement may, in the DEPARTMENT's sole discretion, become the DEPARTMENT's property. In that circumstance, the RECIPIENT's liability to repay money will be reduced by an amount reflecting the fair value of such property.
8. Documents and Materials. If this LOAN agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT will, at the option of the DEPARTMENT, become DEPARTMENT property. The RECIPIENT will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
9. Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this LOAN agreement.
10. Fees and Expenses. In any action to enforce the provisions of this LOAN agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) will be awarded to the prevailing party as that term is defined in RCW 4.84.330, "Actions on contract or lease . . .—Waiver prohibited."
11. Damages. Notwithstanding the DEPARTMENT's exercise of any or all of the termination or default remedies provided in this LOAN agreement, the RECIPIENT will not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the state of Washington because of any breach of this LOAN agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

WATER QUALITY MONITORING

Quality Assurance Project Plan (QAPP). Prior to initiating water quality monitoring activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP). The QAPP must follow Ecology's *Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies (Guidelines)*, July 2004 (Ecology Publication No. 04-03-030). The applicant may also reference the *Technical Guidance for Assessing the Quality of Aquatic Environments*, revised February 1994 (Ecology Publication No. 91-78) or more current revision, in developing the QAPP.

The RECIPIENT must submit the QAPP to the DEPARTMENT's Project Manager for review, comment, and must be approved before starting the environmental monitoring activities.

The RECIPIENT must use an environmental laboratory accredited by Ecology to analyze water samples for all parameters to be analyzed that require bench testing. Information on currently accredited laboratories and the accreditation process is provided on the Department of Ecology's Environmental Assessment Program's website.

The RECIPIENT should manage all monitoring data collected or acquired under this agreement in order to be available to secondary users and meet the "ten-year rule." The ten-year rule means that data documentation is sufficient to allow an individual not directly familiar with the specific monitoring effort to understand the purpose of the data set, methods used, results obtained, and quality assurance measures taken ten years after data are collected.

Monitoring Data Submittal/Environmental Information Management System. Funding RECIPIENTS that collect water quality monitoring data must submit all data to the DEPARTMENT through the Environmental Information Management System (EIM). Data must be submitted by following instructions on the EIM website.

The data submittal portion of the EIM website provides information and help on formats and requirements for submitting tabular data. Specific questions about data submittal may be directed to the EIM Data Coordinator.

If GIS data is collected, DEPARTMENT data standards are encouraged. Common standards must be used for infrastructure details, such as geographic names, Geographic Information System (GIS) coverage, list of methods, and reference tables.

ATTACHMENT 5: AGREEMENT DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this LOAN agreement:

“Administrative Requirements” means the effective edition of DEPARTMENT's ADMINISTRATIVE REQUIREMENTS FOR ECOLOGY GRANTS AND LOANS at the signing of this LOAN.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the LOAN, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the LOAN to the last scheduled maturity of the LOAN divided by the number of those years.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the PROJECT.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in WAC 173-98-730.

“Defeasement” or **“Defeasance”** means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“DEPARTMENT” means the state of Washington, Department of Ecology, or any successor agency or department.

“Estimated LOAN Amount” means the initial amount of funds loaned to the RECIPIENT.

“Final LOAN Amount” means all principal of and interest on the LOAN from the PROJECT Start Date through the PROJECT Completion Date.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual *ad valorem* taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the LOAN Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasement or

refund Utility obligations or (B) in an obligation redemption fund or account other than the LOAN Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the DEPARTMENT's Funding Guidelines that correlate to the State Fiscal Year in which the PROJECT is funded.

“Initiation of Operation Date” is the actual date the Water Pollution Control Facility financed with proceeds of the LOAN begins to operate for its intended purpose.

“LOAN” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this LOAN agreement.

“LOAN Amount” means either an Estimated LOAN Amount or a Final LOAN Amount, as applicable.

“LOAN Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the LOAN.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Principal and Interest Account” means, for a LOAN that constitutes Revenue-Secured Debt, the account of that name created in the LOAN Fund to be first used to repay the principal of and interest on the LOAN.

“PROJECT” means the PROJECT described in this LOAN agreement.

“PROJECT Completion Date” is the date specified in the LOAN agreement as that on which the Scope of Work will be fully completed.

“PROJECT Schedule” is that schedule for the PROJECT specified in the LOAN agreement.

“Reserve Account” means, for a LOAN that constitutes Revenue-Secured Debt, the account of that name created in the LOAN Fund to secure the payment of the principal of and interest on the LOAN.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Scope of Work” means the tasks and activities constituting the PROJECT.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this LOAN agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this LOAN

agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the LOAN, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by RCW 90.50A.020.

“Termination Date” means the effective date of the DEPARTMENT’s termination of the LOAN agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to the DEPARTMENT any outstanding balance of the LOAN and all accrued interest.

“Total Eligible PROJECT Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for DEPARTMENT grant or loan funding.

“Total PROJECT Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for DEPARTMENT grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the LOAN Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the LOAN.

(Revised September 2007)

ATTACHMENT 6: LOAN GENERAL TERMS AND CONDITIONS
PERTAINING TO GRANT AND LOAN AGREEMENTS OF
THE DEPARTMENT OF ECOLOGY

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. **Discrimination.** The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. **Wages and Job Safety.** The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. **Industrial Insurance.** The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee,

commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Recipients of Ecology Grants and Loans", Part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5. herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become DEPARTMENT property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and

use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property

**ATTACHMENT 7: THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) & EPA DATA REPORTING SHEET (DATA REPORTING SHEET)**

Instructions

The RECIPIENT is required to complete and submit the Data Reporting Sheet to the DEPARTMENT as ATTACHMENT 7 of this LOAN agreement. The information provided in the Data Reporting Sheet 1) fulfills the FFATA reporting requirements (see FFATA Reporting Requirements, ATTACHMENT 4); and 2) gathers additional information required to be reported to the Environmental Protection Agency (EPA)

The RECIPIENT will:

- 1. Access the Data Reporting Sheet Form on the DEPARTMENT's Water Quality Program financial management website.*
- 2. Fill out the form completely, including compensation information (if all FFATA criteria are met).*
- 3. Print a copy of the completed form.*
- 4. Get the appropriate signature on the form and submit as ATTACHMENT 7 of this LOAN agreement.*
- 5. Send the electronic copy to the DEPARTMENT's Project Manager and Financial Manager.*

arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

W. FUNDING AVAILABILITY

The DEPARTMENT's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, the DEPARTMENT, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. The DEPARTMENT may also elect to suspend performance of the agreement until the DEPARTMENT determines the funding insufficiency is resolved. The DEPARTMENT may exercise any of these options with no notification restrictions.

SS-010 Rev. 04/04

Modified 12/13



**Clean Water State Revolving Fund
Federal Funding and Transparency Act (FFATA)
&
EPA Data Reporting Sheet (Data Reporting Sheet)**

General Project Information

Loan Agreement Number: **L1400028**

Project Title: **State Avenue Stormwater Retrofit**

Name of Recipient Organization: **City of Olympia**

Recipient's Project Manager Contact Information (Name, Address, Telephone, Email):
**Andy Haub, P.E.
PO Box 1967
Olympia, WA 98507-1967**

Ecology Project Contacts:

Project Manager:
David Mora

Financial Manager:
Laurie Webster

Project Start Date: **September 2013**

Anticipated Project Completion Date: **December 2015**

Anticipated Initiation of Operation Date (if applicable): **October 2014**

Total Project Cost: **\$619,485**

Total Committed Ecology Loan Funding: **\$619,485**

NOTE: Guidance document for the questions below can be found at:

<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/GuidanceSRFInitialReport.doc>

Project Details

Categories for the Project (choose all that are involved in the scope of work of this project. And the percentage, by cost, of the project work involved in each of those categories.) (See Guidance document for the Category descriptions):

Planning and Design Only

Wastewater Treatment Works Categories

- Category I %
- Category II %
- Category IIIA %

**Clean Water State Revolving Fund
Federal Funding and Transparency Act (FFATA)
&
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- | | |
|--|---|
| <input type="checkbox"/> Category IIIB | % |
| <input type="checkbox"/> Category IVA | % |
| <input type="checkbox"/> Category IVB | % |
| <input type="checkbox"/> Category V | % |
| <input type="checkbox"/> Category VI | % |
| <input type="checkbox"/> Category X | % |

Nonpoint Source Categories

- | | |
|--|------|
| <input type="checkbox"/> Category VII-A | % |
| <input type="checkbox"/> Category VII-B | % |
| <input type="checkbox"/> Category VII-C | % |
| <input checked="" type="checkbox"/> Category VII-D | 100% |
| <input type="checkbox"/> Category VII-E | % |
| <input type="checkbox"/> Category VII-F | % |
| <input type="checkbox"/> Category VII-G | % |
| <input type="checkbox"/> Category VII-H | % |
| <input type="checkbox"/> Category VII-I | % |
| <input type="checkbox"/> Category VII-J | % |
| <input type="checkbox"/> Category VII-K | % |
| <input type="checkbox"/> Category VII-L | % |

Population Served by the Recipient Organization:
48,480

Population Served by the Project (Nonpoint/Activity projects skip this question):

Population Served by the total System (Nonpoint/Activity projects skip this question):

Wastewater Volume (Design Flow) for the Project, (in Millions of Gallons per Day, MGD)
(Nonpoint/Activity projects skip this question):

Wastewater Volume (Design Flow) for the total System, (in Millions of Gallons per Day, MGD)
(Nonpoint/Activity projects skip this question):

Check all that this project involves:

- Ocean Outfall
- Estuary/Coastal Bay
- Wetland
- Surface Water (Stream, River, Lake)
- Groundwater
- Land Application
- Eliminates Discharge
- Involves No Change in Discharge
- Discharge is Seasonal

**Clean Water State Revolving Fund
Federal Funding and Transparency Act (FFATA)
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EPA Data Reporting Sheet (Data Reporting Sheet)**

No Discharge Involved

National Pollutant Discharge Elimination System (NPDES) Permit number (if applicable):
N/A

Other Permit (as applicable), such as State Discharge permit, Phase I/Phase II Stormwater permit, etc
Enter the type of permit and its number:

Type: N/A Number: N/A

Name of the most primary Receiving Waterbody (if applicable):
Moxlie Creek, East Bay of Budd Inlet, Puget Sound

For Facility projects, identify the Latitude and Longitude (in Decimal Degrees) of the facility by its outfall location, or where it is impacting the primary Receiving Waterbody:

Latitude: 47.046718 Longitude: -122.88723

Primary Receiving Waterbody's Federal NHD 12-Digit HUC Code: **17110016**
(Important EPA reporting element. The following Internet page will allow you to drag over to Washington State and double-click to zoom in and locate the 12 digit HUC code for the area where the project is located:
<http://viewer.nationalmap.gov/viewer/nhd.html?p=nhd>)

Contribution to Water Quality

(Please choose only one) - Project contributes to water quality

- Improvement
- Maintenance

(Please choose only one) – Project will allow the system to

- Achieve Compliance
- Maintain Compliance
- Progress Toward Achieving Compliance
- Not Applicable (for Nonpoint projects)

(Please choose only one) – The primary affected waterbody is

- Meeting Standards
- Impaired
- Threatened
- Not Yet Assessed

(Please choose only one) – Project allows the system to address

- Existing TMDL
- Projected TMDL
- Watershed Management Plan

**Clean Water State Revolving Fund
Federal Funding and Transparency Act (FFATA)
&
EPA Data Reporting Sheet (Data Reporting Sheet)**

Designated Surface Water Uses This Project Helps Protect or Restore

Identify the Designated Surface Water Uses, Other Uses, and Outcomes that this project helps to protect or restore. If the project maintains or improves water quality, or if it increases effluent loadings but meets its permit, it contributes to **protection** of the uses you find when matching pollutants. If the project reduces loadings of a pollutant that is impairing a designated use (303(d) list), the project contributes to **restoration** of that use.

Select all applicable Uses and Outcomes (and if the project is Protecting it or Restoring it), and identify which one is the Primary one that the project is intended to protect or restore (check only one of them as the Primary):

Water Supply - Domestic

- Protect
- Restore
- Primary**

Water Supply - Industrial

- Protect
- Restore
- Primary**

Water Supply – Agricultural/Stock Watering

- Protect
- Restore
- Primary**

Salmonid Migration, Growth, and Harvesting

- Protect
- Restore
- Primary**

Other Fish Migration, Growth, and Harvesting

- Protect
- Restore
- Primary**

Clam, Oyster, and Mussel Growth and Harvesting

- Protect
- Restore
- Primary**

Crustaceans/Other Shellfish Growth and Harvesting

- Protect
- Restore
- Primary**

Wildlife Habitat

- Protect
- Restore
- Primary**

**Clean Water State Revolving Fund (Revolving Fund)
Federal Funding and Transparency Act (FFATA)
&
EPA Data Reporting Sheet (Data Reporting Sheet)**

Primary Contact Recreation

- Protect
- Restore
- Primary**

Secondary Contact Recreation, Boating

- Protect
- Restore
- Primary**

Aesthetic Enjoyment

- Protect
- Restore
- Primary**

Commerce and Navigation

- Protect
- Restore
- Primary**

Infrastructure Improvement

- Protect
- Restore
- Primary**

Regionalization/Consolidation

- Protect
- Restore
- Primary**

Water Reuse/Recycling/Conservation

- Protect
- Restore
- Primary**

Groundwater Protection

- Protect
- Restore
- Primary**

Drinking Water Supply

- Protect
- Restore
- Primary**

Other Public Health/Pathogen Reduction

- Protect
- Restore
- Primary**

**Clean Water State Revolving Fund (Revolving Fund)
Federal Funding and Transparency Act (FFATA)
&
EPA Data Reporting Sheet (Data Reporting Sheet)**

Revolving Fund funding requires compliance with the Federal Funding Accountability and Transparency Act by both Ecology and recipients of Revolving Fund funding. The purpose of the Transparency Act is to make information available online for the public to see how recipients are spending federal funds. One key requirement is for your organization to have a Data Universal Numbering System (DUNS) number and to supply it via the FFATA reporting process. If you do not already have one, you may get a DUNS number free of charge by contacting Dun and Bradstreet at www.dnb.com.

Revolving Fund Loan Agreement Number: L1400028


Recipient Information

1. Legal Name City of Olympia	2. DUNS Number 075732198																		
3. Address of Principle Place of Performance PO Box 1967																			
3a. City Olympia	3b. State Washington																		
3c. Zip+4 98507-1967	3d. Country United States																		
<p>4. In the preceding fiscal year did your organization:</p> <ul style="list-style-type: none"> a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and c. The public does not have access to information about the compensation of the executives through periodic reports filed with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330. <p><input checked="" type="checkbox"/> NO. Skip to signature block, sign and date, complete page 2, and return.</p> <p><input type="checkbox"/> YES. You must report the following information for the five (5) most highly compensated executives in your organization. Sign, date and return.</p> <table border="1"> <thead> <tr> <th>Name Of Official</th> <th>Position Title</th> <th>Total Compensation Amount*</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td></tr> </tbody> </table> <p>*Note: "Total compensation" means the cash and noncash dollar value earned by the executive during the subrecipient's past fiscal year. (For more information, see 17 CFR 229.402 (C)(2)).</p>		Name Of Official	Position Title	Total Compensation Amount*	1.			2.			3.			4.			5.		
Name Of Official	Position Title	Total Compensation Amount*																	
1.																			
2.																			
3.																			
4.																			
5.																			

By signing this document, the Authorized Representative attests to the information above.

To ask about the availability of this document in a format for the visually impaired, call the Water Quality Program at 360-407-6502. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.

**Clean Water State Revolving Fund (Revolving Fund)
Federal Funding and Transparency Act (FFATA)
&
EPA Data Reporting Sheet (Data Reporting Sheet)**

Signature of Authorized Representative 	Print Name Andy Haub	Date April 2, 2014
---	-------------------------	-----------------------

Please submit these completed forms (FFATA & Data Reporting Sheet) using the instructions in your Revolving Fund Loan agreement ATTACHMENT #7. The Department of Ecology will not sign the Revolving Fund agreement without these forms properly completed and submitted loan agreement instructions.

Revolving Fund Loan Agreement Number L1400028
Project Description (instructions and example below) Improve the water quality of stormwater discharged to Moxlie Creek and Budd Inlet. The City of Olympia will design and construct 17 Washington State Department of Ecology approved stormwater treatment facilities along State Avenue between Plum Street and Central Street.

To ask about the availability of this document in a format for the visually impaired, call the Water Quality Program at 360-407-6502. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.



ESTIMATED LOAN REPAYMENT SCHEDULE

ATTACHMENT 8

Loan Number	L1400028	Loan Amount	\$619,485.00
Recipient Name	City of Olympia	Term of Loan	39 Payments
Amortization Method	Compound-365 D/Y	Annual Int. Rate	2.300 %
Project Completion Date	12/31/2015	Interest Compounded	Monthly
Initiation of Operations		Loan Date	12/31/2015

Loan Number	L1400028	Department of Ecology
Recipient Name	City of Olympia	Date Created 03/20/2014

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
1	12/31/2016	\$20,048.52	\$14,339.46	\$5,709.06	\$613,775.94
SubTotal	2016	\$20,048.52	\$14,339.46	\$5,709.06	
2	06/30/2017	\$20,048.52	\$7,092.33	\$12,956.19	\$600,819.75
3	12/31/2017	\$20,048.52	\$6,942.62	\$13,105.90	\$587,713.85
SubTotal	2017	\$40,097.04	\$14,034.95	\$26,062.09	
4	06/30/2018	\$20,048.52	\$6,791.18	\$13,257.34	\$574,456.51
5	12/31/2018	\$20,048.52	\$6,637.99	\$13,410.53	\$561,045.98
SubTotal	2018	\$40,097.04	\$13,429.17	\$26,667.87	
6	06/30/2019	\$20,048.52	\$6,483.02	\$13,565.50	\$547,480.48
7	12/31/2019	\$20,048.52	\$6,326.27	\$13,722.25	\$533,758.23
SubTotal	2019	\$40,097.04	\$12,809.29	\$27,287.75	
8	06/30/2020	\$20,048.52	\$6,167.71	\$13,880.81	\$519,877.42
9	12/31/2020	\$20,048.52	\$6,007.31	\$14,041.21	\$505,836.21
SubTotal	2020	\$40,097.04	\$12,175.02	\$27,922.02	
10	06/30/2021	\$20,048.52	\$5,845.06	\$14,203.46	\$491,632.75
11	12/31/2021	\$20,048.52	\$5,680.94	\$14,367.58	\$477,265.17
SubTotal	2021	\$40,097.04	\$11,526.00	\$28,571.04	
12	06/30/2022	\$20,048.52	\$5,514.92	\$14,533.60	\$462,731.57
13	12/31/2022	\$20,048.52	\$5,346.98	\$14,701.54	\$448,030.03
SubTotal	2022	\$40,097.04	\$10,861.90	\$29,235.14	
14	06/30/2023	\$20,048.52	\$5,177.10	\$14,871.42	\$433,158.61
15	12/31/2023	\$20,048.52	\$5,005.25	\$15,043.27	\$418,115.34

Loan Number L1400028

Department of Ecology

Recipient Name City of Olympia

Date Created 03/20/2014

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
SubTotal	2023	\$40,097.04	\$10,182.35	\$29,914.69	
16	06/30/2024	\$20,048.52	\$4,831.43	\$15,217.09	\$402,898.25
17	12/31/2024	\$20,048.52	\$4,655.59	\$15,392.93	\$387,505.32
SubTotal	2024	\$40,097.04	\$9,487.02	\$30,610.02	
18	06/30/2025	\$20,048.52	\$4,477.72	\$15,570.80	\$371,934.52
19	12/31/2025	\$20,048.52	\$4,297.79	\$15,750.73	\$356,183.79
SubTotal	2025	\$40,097.04	\$8,775.51	\$31,321.53	
20	06/30/2026	\$20,048.52	\$4,115.79	\$15,932.73	\$340,251.06
21	12/31/2026	\$20,048.52	\$3,931.68	\$16,116.84	\$324,134.22
SubTotal	2026	\$40,097.04	\$8,047.47	\$32,049.57	
22	06/30/2027	\$20,048.52	\$3,745.45	\$16,303.07	\$307,831.15
23	12/31/2027	\$20,048.52	\$3,557.06	\$16,491.46	\$291,339.69
SubTotal	2027	\$40,097.04	\$7,302.51	\$32,794.53	
24	06/30/2028	\$20,048.52	\$3,366.50	\$16,682.02	\$274,657.67
25	12/31/2028	\$20,048.52	\$3,173.74	\$16,874.78	\$257,782.89
SubTotal	2028	\$40,097.04	\$6,540.24	\$33,556.80	
26	06/30/2029	\$20,048.52	\$2,978.74	\$17,069.78	\$240,713.11
27	12/31/2029	\$20,048.52	\$2,781.50	\$17,267.02	\$223,446.09
SubTotal	2029	\$40,097.04	\$5,760.24	\$34,336.80	
28	06/30/2030	\$20,048.52	\$2,581.97	\$17,466.55	\$205,979.54
29	12/31/2030	\$20,048.52	\$2,380.14	\$17,668.38	\$188,311.16
SubTotal	2030	\$40,097.04	\$4,962.11	\$35,134.93	
30	06/30/2031	\$20,048.52	\$2,175.98	\$17,872.54	\$170,438.62
31	12/31/2031	\$20,048.52	\$1,969.46	\$18,079.06	\$152,359.56
SubTotal	2031	\$40,097.04	\$4,145.44	\$35,951.60	
32	06/30/2032	\$20,048.52	\$1,760.55	\$18,287.97	\$134,071.59
33	12/31/2032	\$20,048.52	\$1,549.23	\$18,499.29	\$115,572.30
SubTotal	2032	\$40,097.04	\$3,309.78	\$36,787.26	
34	06/30/2033	\$20,048.52	\$1,335.47	\$18,713.05	\$96,859.25
35	12/31/2033	\$20,048.52	\$1,119.23	\$18,929.29	\$77,929.96

Loan Number L1400028

Department of Ecology

Recipient Name City of Olympia

Date Created 03/20/2014

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
SubTotal	2033	\$40,097.04	\$2,454.70	\$37,642.34	
36	06/30/2034	\$20,048.52	\$900.50	\$19,148.02	\$58,781.94
37	12/31/2034	\$20,048.52	\$679.24	\$19,369.28	\$39,412.66
SubTotal	2034	\$40,097.04	\$1,579.74	\$38,517.30	
38	06/30/2035	\$20,048.52	\$455.42	\$19,593.10	\$19,819.56
39	12/31/2035	\$20,048.58	\$229.02	\$19,819.56	\$0.00
SubTotal	2035	\$40,097.10	\$684.44	\$39,412.66	
Grand Total		\$781,892.34	\$162,407.34	\$619,485.00	

Typical Filterra Bioretention Filtration System curbside installation



City of Olympia

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

City Council

Approval of Washington State Public Works Loan Agreement in an Amount Not to Exceed \$11,983,650 for Design and Construction of SE Olympia Reservoir

Agenda Date: 5/6/2014

Agenda Number: 4.I

File Number: 14-0376

File Type: contract

Version: 1

Status: Consent Calendar

..Title

Approval of Washington State Public Works Loan Agreement in an Amount Not to Exceed \$11,983,650 for Design and Construction of SE Olympia Reservoir

..Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve and authorize the City Manager to sign the Washington State Public Works Loan Agreement in an amount not to exceed \$11,983,650 for design and construction of the SE Olympia reservoir.

..Report

Issue:

Whether to accept a low-interest Washington Drinking Water State Revolving Fund Loan for construction of the Southeast Olympia reservoir.

[Note: The Public Works Board requests loan signature by May 18, 2014.]

Staff Contact:

Andy Haub, P.E., Water Resources Director, 360.753.8475

Presenter(s):

None - Consent Item

Background and Analysis:

The City has the opportunity to enter into a low-interest loan agreement through the Drinking Water State Revolving Fund Loan Program and the U.S. Environmental Protection Agency for construction of the \$11.9 million Southeast Olympia Water Supply Reservoir (Attachment 1). The new water reservoir will meet requirements of the Washington State Department of Health and our obligations in the City's 2009-2014 Water System Plan. The project and its funding are identified in the City's 2013-2018 Capital Facilities Plan.

Currently, additional water storage is needed in this area to provide adequate water flow in case of fire emergency and during peak use periods. Chapter 10 of the City's 2009-2014 Water System Plan documents the need for additional fire flow and storage capacity in southeast Olympia. Additionally, the existing Hoffman Road reservoir that serves a portion of southeast Olympia needs maintenance work that will require it

Agenda Date: 5/6/2014

Agenda Number: 4.I

File Number: 14-0376

being taken temporarily offline. The new reservoir will provide the needed water storage duplicity in this portion of the City. In the longer-term, the new reservoir, along with the Hoffman Road reservoir, will meet ongoing water needs in southeast Olympia.

The 5.3 acre site and associated access road/water main easement were purchased by the City in December, 2013. The site is a forested portion of the historically-proposed Trillium development on Morse-Merryman Road east of the City's LBA Park (Attachment 2).

Construction of the reservoir will require an approximately 2,000-foot long access road from Morse-Merryman Road to the site. A water main will be constructed under the road. The 5-acre site will be cleared only as necessary to facilitate construction of the 140-foot tall, 90-foot wide reservoir. The reservoir will be situated on the site in order to minimize the potential for sun shadows on any future adjacent homes. The access road and reservoir, but not the entire site, will need to be gated and fenced for security.

The proposed schedule for the project includes engineering design work in 2014 and construction in 2015 and 2016.

Neighborhood/Community Interests (if known):

The new reservoir will benefit current and future residents of Southeast Olympia. It will provide adequate fire flow and storage to meet current and future needs.

Over the past several years, the City has received substantial comments regarding the potential Trillium and Bentrige developments. Construction of the reservoir is independent of any plans for the private development.

Some Olympia residents are currently pursuing the adjoining 150-acre area for dedicated public use. Water Resources staff have shared information regarding the reservoir with Save LBA Woods organizers.

Options:

- 1) Move to approve and authorize the City Manager to sign the Washington State Public Works loan agreement in an amount not to exceed \$11,983,650 for design and construction of the SE Olympia reservoir. The Public Works Board requests loan signature by May 18, 2014.
- 2) Do not authorize the loan agreement. Seek alternatives to fund the reservoir construction and/or managing water supply in southeast Olympia.

Financial Impact:

Construction of the new reservoir is costly. The final loan amount will be negotiated at the conclusion of the project, but will not exceed \$11,983,650 (see Attachment 1). The cost of purchasing the 5-acre site (\$800,000) will be refinanced through the loan.

Agenda Date: 5/6/2014

Agenda Number: 4.I

File Number: 14-0376

Financial planning for the City's Drinking Water Utility has anticipated the loan and its repayment. The loan will be repaid over 20 years at an interest rate of 1.50 percent. Annual payments will be roughly \$700,000. Utility rates are expected to increase by approximately 7.5% in order to support the repayment of the loan. Efforts will be made to smooth the financial impact of loan repayment on ratepayers.

Consistent with the loan agreement, the initial loan payment can be deferred until construction completion but no later than 2018.



**Washington State
Public Works Board**

1011 Plum Street SE
Post Office Box 42525
Olympia, Washington 98504-2525

Capital Agreement between:

City of Olympia

and

Public Works Board

For:

Project Name: **417 Zone Reservoir Construction Project**

Loan Number: **DM13-952-188**

Loan Type: **DWSRF NT**

Contract Start Date:

Contract Execution Date



Department of Commerce

Innovation is in our nature.

Washington State Department of Commerce
www.commerce.wa.gov

DECLARATIONS

CLIENT INFORMATION

Legal Name: **City of Olympia**
Loan Number: **DM13-952-188**
Award Year: **2013**
State Wide Vendor Number: **0008653-**

PROJECT INFORMATION

Project Title: **417 Zone Reservoir Construction Project**
Project City: **Olympia**
Project State: **Washington**
Project Zip Code:

LOAN INFORMATION

Loan Amount: **\$11,983,650.00**
Loan Fee (Included in loan amount if applicable) **\$118,650.00**
Loan Forgiveness %: **0%**
Loan Term: **24 years**
Interest Rate: **1.50%**
Payment Month: **October 1st**
Earliest Date for Construction Reimbursement: **7/1/2013**
Time of Performance: **48 months from Contract execution date to Project Completion date.**

SPECIAL TERMS AND CONDITIONS GOVERNING THIS LOAN AGREEMENT

none.

LOAN SECURITY CONDITION GOVERNING THIS LOAN AGREEMENT

This loan is a revenue obligation of the Contractor payable solely from the net revenue of the Water system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The Board grants the Contractor the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan Contract. This option may be used only if the entire project is a domestic water, sanitary sewer, storm sewer, or solid waste utility project.

DECLARATIONS (continued)

Loan Number:
Project Title:

DM13-952-188
417 Zone Reservoir Construction Project

Scope of Work:

Design and construct approximately 2,250 LF of 12-inch and 16-inch water main to connect the new water tank to the City's distribution system. Design and construct an approximately 140-foot tall, 90-foot diameter water tank, associated water main, and associated work. Associated work includes: overflow/storm water pond, extend electrical power to the site, vaults, valves, telemetry and security system, meter, permitting, environmental review, cultural review, geotechnical analysis, property acquisition, tree removal, construction of an access road, landscaping, lighting, and fencing.

**Contract Number: DM13-952-188
 Drinking Water State Revolving Fund (DWSRF)
 2013 New Traditional
 (Municipal)**

1. Contractor City of Olympia 601 4th Avenue E		2. Contractor Doing Business As (optional) N/A	
Olympia, WA			
3. Contractor Representative N/A		4. Public Works Board Representative N/A	
5. Contract Amount \$11,983,650.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Contract Start Date Contract Execution Date	8. Contract End Date Oct 1,2037
9. Federal Funds (as applicable) N/A	Federal Agency EPA	CFDA Number 66.468	
10. Tax ID # N/A	11. SWV # 0008653-00	12. UBI #	13. DUNS # 075732198
14. Contract Purpose The purpose of this Contract is to provide funding for a project of a local government that furthers the goals and objectives of the Drinking Water State Revolving Fund Loan Program. The project will be undertaken by the Contractor and will include the activities described in the Declared Scope of Work.			
The Board, defined as the Washington State Public Works Board, and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Declarations Page; Attachment I: Attorney's Certification; Attachment II: Federal and State Requirements; Attachment III: Disadvantaged Business Enterprise Requirements; Attachment IV: Certification Regarding Debarment, Suspension, and Other Responsibility Matters; Attachment V: DWSRF Eligible Project Costs; and Attachment VI: Labor Standard Provisions for Subrecipients that are Governmental Entities.			
FOR THE CONTRACTOR		FOR PUBLIC WORKS BOARD	
_____ Signature		_____ Stan Finkelstein, Public Works Board Chair	
_____ Print Name		_____ Date	
_____ Title		APPROVED AS TO FORM ONLY	
_____ Date		This 18th Day of February, 2014 Bob Ferguson Attorney General	
		_____ <i>Signature on file</i> Kathryn Wyatt Assistant Attorney General	

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WASHINGTON STATE DEPARTMENT OF
COMMUNITY DEVELOPMENT
DIVISION OF
COMMUNITY DEVELOPMENT OF A LIMITED LIABILITY COMPANY

CONTRACT TERMS AND CONDITIONS

DRINKING WATER STATE REVOLVING FUND NEW TRADITIONAL (MUNICIPAL)

Part 1. SPECIAL TERMS AND CONDITIONS

1.1. DEFINITIONS

As used throughout this Drinking Water State Revolving Fund Loan Contract, the following terms shall have the meaning set forth below:

- A. "Contract" shall mean this Drinking Water State Revolving Fund Loan.
- B. "Contractor" shall mean the Local Government identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- C. "The Board" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.
- D. "Department of Health" shall mean the Washington State Department of Health, Office of Drinking Water, who is the recipient of the Drinking Water State Revolving Fund grant and regulates drinking water systems in the State of Washington.
- E. "Department of Commerce" and "Commerce" shall mean the Washington State Department of Commerce.
- F. AWARD YEAR shall mean the calendar year in which the funds were awarded to the Board for use in making loans under this program
- G. PAYMENT MONTH shall mean the day and month of the year in which payments are due.
- H. Unless otherwise amended, the CONTRACT END DATE shall occur in the final year of the LOAN TERM, as counted from the AWARD YEAR. The actual date of contract execution shall have no effect on the CONTRACT END DATE.
- I. "Deferral Period" shall be from the date of contract execution until the date of project completion. The Deferral Period shall not exceed 4 years in length.
- J. "Iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

1.2. AUTHORITY

Acting under the authority of RCW 70.119A.170 and RCW 43.155.040, the Board has awarded the Contractor a Drinking Water State Revolving Fund loan for an approved project. The Contractor will be a sub-recipient of funds provided by the United States Environmental Protection Agency, CFDA Number 66.468, Title: Safe Drinking Water State Revolving Fund, award year of this contract.

1.3. PURPOSE

The Board and the Contractor have entered into this Contract to undertake a local project that furthers the goals and objectives of the Drinking Water State Revolving Fund Loan Program. The project will be undertaken by the Contractor and will include the activities described in the SCOPE OF WORK shown on the Declarations page. The project must be undertaken in accordance with the loan Program Special Terms and Conditions and all applicable federal, state and local laws and ordinances, including but not limited to those specifically enumerated in Attachment II: Federal and State Requirements, which by this reference are incorporated into this Contract as though set forth fully herein.

1.4. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and State of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5. AMOUNT OF LOAN

The Board, using funds appropriated from the Drinking Water Assistance Account, shall loan the Contractor a sum not to exceed the amount shown as **LOAN AMOUNT** on the attached Declarations Page. This loan amount includes a loan fee, if applicable, which is shown on the Declarations Page as **LOAN FEE**.

1.6. LOAN FEE

If the loan fee applies, it will be assessed at loan execution.

The amount of the loan fee (if applicable) represents one percent (1%) of the loan request and shall not be reduced, regardless of the actual final loan amount at project completion. If the loan fee applies and the total loan amount is increased by amendment, an additional loan fee equal to one percent (1%) of the additional loan amount will be assessed at amendment execution. The amount of any loan fee will be displayed on the Declarations Page as **LOAN FEE**.

1.7. TERM OF LOAN

Unless otherwise amended, the term of the loan shall not exceed the period shown on the Declarations Page as **LOAN TERM**. The term shall start in the **AWARD YEAR**.

1.8. RATE AND LOAN FORGIVENESS

The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance, based on a three hundred and sixty (360) day year composed of twelve (12) thirty (30) day months. The amount of loan forgiveness (if applicable) shall be as stated on the attached Declarations Page, and identified therein as **LOAN FORGIVENESS %**.

This loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

1.9. DISBURSEMENT OF LOAN PROCEEDS AND REQUIRED DOCUMENTATION

If funding or appropriation is not available at the time the Contractor submits a request for a loan disbursement, the issuance of a warrant will be delayed or suspended until such time funds become available. Therefore, subject to availability of funds, warrants shall be issued to the Contractor for payment of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The loan funds will be disbursed to the Contractor as follows:

Ten percent (10%) of loan proceeds will be held until project completion. The total Drinking Water State Revolving Fund Loan shall not exceed one hundred percent (100%) of the actual eligible project costs.

When requesting reimbursement for costs incurred, the Contractor shall submit a signed and completed Invoice Voucher (Form A19), referencing the declared **SCOPE OF WORK** project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The purchase of any land necessary and integral to the project must be included in the declared **SCOPE OF WORK** and be documented with

an appraisal or other market valuation and a valid purchase and sale agreement. The Invoice Voucher must be certified by an official of the Contractor with authority to bind the Contractor.

Each A19 Reimbursement Voucher must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the project since the last invoice was submitted, as well as a report of project status to date. The Department of Commerce (Commerce) will not release payment for any reimbursement request received until the Project Status Report is received. After approving the Voucher and the Project Status Report, Commerce shall promptly release funds to the Contractor.

Construction expenses incurred after the date shown as **EARLIEST DATE FOR CONSTRUCTION REIMBURSEMENT** on the Declarations Page are eligible for reimbursement. Requests for reimbursements for costs related to construction activities will not be accepted until the Contractor has met the following conditions:

- A. Issued a Notice to Proceed which follows the formal award of a construction contract;
- B. Completed the State Environmental Review Process;
- C. Complied with all provisions of Section 106 of the National Historic Preservation Act of 1966;
- D. Complied with Section 1.19: Prevailing Wage;
- E. Obtained approval from the Department of Health of the project report and related construction documents for all applicable activities described in the declared **SCOPE OF WORK**; and
- F. Complied with any other loan conditions required by Department of Health or The Board.

An electronic copy (emailed PDF or a FAX) of a signed A19 Reimbursement Voucher and other required documentation is the preferred method for requesting reimbursement. Submit the electronic requests to your Contracts Administration Unit (CAU) representative or fax to 360-586-8440. This electronic submittal may be 25 pages or less. If you choose to send your vouchers and backup documentation electronically, please DO NOT mail in the original. You will receive email notification from your CAU representative that the electronic request has been received.

Commerce will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices may be submitted to Commerce not more often than monthly.

Payment shall be considered timely if made by Commerce within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The Board may, at its sole discretion, withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Board.

In the event that the Contractor receives reimbursement for costs that are later determined by the Board to be ineligible, these funds shall be repaid to the Drinking Water Assistance Account by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

At the time of project completion, the Contractor shall submit to the Board a Certified Project Completion Request certifying the total actual project costs, and a final voucher for the remaining eligible funds. The Certified Project Completion Request shall include a copy of the Construction Completion Report as submitted to Department of Health.

1.10. TIME OF PERFORMANCE

The Contractor shall begin the activities identified within the declared **SCOPE OF WORK** no later than thirty (30) days after Contract execution. The Contractor must reach project completion within the period specified on the Declarations Page as **TIME OF PERFORMANCE**.

Failure to meet Time of Performance within the time frame described in this section shall constitute default under this Contract, and as a result, this Contract may be terminated. In the event of extenuating circumstances, the Contractor may request, in writing, at least 90 days prior to the expiration of project completion date that the Board extend the deadline for project completion. The Board may extend the time of project completion.

1.11. PROJECT COMPLETION AMENDMENT AND THE CERTIFIED PROJECT COMPLETION REPORT

The Contractor shall initiate a Project Completion Amendment by submitting a Certified Project Completion Report when activities identified in the declared **SCOPE OF WORK** are complete and the Contractor agrees that no additional eligible costs will be reimbursed.

In the Project Completion Amendment, the Contractor will provide the following information to the Board:

- A. A certified statement of the actual dollar amounts spent, from all fund sources, in completing the project as described in the declared **SCOPE OF WORK**.
- B. Certification that all costs associated with the project have been incurred. Costs are incurred when goods and services are received and/or contract work is performed.
- C. A copy of the Department of Health Construction Completion Report as submitted to Department of Health.
- D. Evidence documenting compliance with audit requirements as referenced in Section 1.27.
- E. A final voucher for the remaining eligible funds.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount and term of the loan.

1.12. REPAYMENT

Pursuant to 40 CFR, Section 35.3525 (a)(1)(i), an assistance recipient begins annual repayment of principal and interest no later than one year after the **DEFERRAL PERIOD** end date. The first repayment installment of principal and any interest accrued to date under this Contract is due on the month declared as **PAYMENT MONTH** on the Declarations Page, of the first twelve (12) months following the **DEFERRAL PERIOD**. All subsequent payments shall consist of principal and accrued interest due on that month of each year during the remaining term of the loan.

Repayment of the loan under this Contract shall include the declared **INTEREST RATE** per annum. Interest will begin to accrue from the date each payment is issued to the Contractor. The final payment shall be on or before the completion of the declared **LOAN TERM**, payable on or before the declared **PAYMENT MONTH** of an amount sufficient to bring the loan balance to zero. Under no circumstances shall the loan repayment period exceed 20 years from the **DEFERRAL PERIOD** end date.

The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.13. DEFAULT IN REPAYMENT

Loan repayments shall be made in accordance with Section 1.12 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be one

percent (1%) per month or twelve percent (12%) per annum of the delinquent payment amount. These same penalty terms shall apply if the repayment of loan funds determined to be ineligible costs are not repaid within thirty (30) days as provided for in Section 1.9.

The Contractor acknowledges and agrees to the Board's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency. Contractor shall be responsible for all legal fees incurred by the Board in any action undertaken to enforce its rights under this section.

1.14. LOAN SECURITY

Loan Security may be required as a performance condition of this contract. If such performance condition is required it shall be indicated on the attached Declarations Page and identified therein as **LOAN SECURITY CONDITION**.

The BOARD grants the Contractor the right to issue future bonds and notes that constitute a lien and charge on the revenue source superior to the lien and charge of this Loan Contract. Nothing in this section shall absolve the Contractor of its obligation to make loan repayments when due, and to adjust rates, fees, or surcharges, if necessary, to meet its obligations under this Contract.

1.15. HISTORICAL AND CULTURAL ARTIFACTS

The Contractor acknowledges that the project funded by this Contract is subject to Section 106 of the National Historic Preservation Act of 1966.

Contractor agrees that Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural artifacts and agrees to hold harmless the State of Washington in relation to any claim related to such historical or cultural artifacts discovered, disturbed, or damaged as a result of Contractor's public works project funded under this Contract.

The Contractor agrees that, in no case shall construction activities, ground disturbance, or excavation of any sort, begin until the Contractor has complied with all provisions of Section 106 of the National Historic Preservation Act of 1966, as amended.

In addition, the Contractor shall not conduct or authorize destructive project planning activities before completing compliance with Section 106 of the National Historic Preservation Act of 1966, as amended.

If historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and implement reasonable measures to protect the discovery site from further disturbance, take reasonable steps to ensure confidentiality of the discovery site, restrict access to the site, and notify the concerned tribe's cultural staff or committee, Tribal Historical Preservation Officer (THPO), Cultural Resources Program Manager at Washington State Department of Health, and the State's Historical Preservation Officer (SHPO) at the Washington State Department of Archaeology and Historic Preservation (DAHP). If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact the concerned tribe's cultural staff or committee and DAHP.

The Contractor shall require the above provisions to be contained in all contracts for work or services related to the declared **SCOPE OF WORK**. In no case shall construction activities begin until the Contractor has complied with all provisions of Section 106 of the National Historic Preservation Act of 1966.

In addition to the requirements set forth in this Contract, the Contractor agrees to comply with Native American Graves Protection and Repatriation Act, Archaeological Resources Protection Act, Revised Code of Washington (RCW) 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and Washington Administrative Code (WAC) 25-48 regarding Archaeological Excavation and Removal Permits.

1.16. FEDERAL AND STATE REQUIREMENTS

The Contractor assures compliance with all applicable federal, state and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project, including but not limited to those listed in Attachments II, III, and IV.

1.17. COMPETITIVE BIDDING REQUIREMENTS

Pursuant to 40 CFR, Section 33.501(b) and (c), the Contractor also agrees to create and maintain a bidders list for both Disadvantaged Business Enterprises (DBE) and Non-Disadvantaged Business Enterprises (non-DBE). The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of DBE and non-DBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts, or bid or quote subcontracts on Environmental Protection Agency assisted projects, including both DBE and non-DBE. The bidders list must be kept at least until the grant project period has expired and the recipient is no longer receiving Environmental Protection Agency funding under the grant. For entities receiving identified loans, the bidders list must only be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors: entity's name with point of contact; entity's mailing address, telephone number, and e-mail address; the procurement on which the entity bid or quoted, and when; and entity's status as a DBE or non-DBE.

The Contractor agrees to provide Environmental Protection Agency Form 6100-2 DBE Subcontractor Participation and Environmental Protection Agency Form 6100-3 DBE Subcontractor Performance to all its Disadvantaged Business Enterprise subcontractors.

The Contractor shall require Disadvantaged Business Enterprise provisions are contained in all contracts with any subcontractors for work or services related to the declared SCOPE OF WORK.

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Drinking Water State Revolving Fund program.

1.18. ELIGIBLE PROJECT COSTS

The Contractor assures compliance with Attachment V: DWSRF Eligible Project Costs, which identifies eligible costs for projects funded by Drinking Water State Revolving Fund loans.

1.19. PREVAILING WAGE

These terms supersede the terms in Section 2.31. Prevailing Wage Laws in General Terms and Conditions.

All contractors and subcontractors performing work on a construction project funded through this Contract shall comply with prevailing wage laws by paying the higher of state or federal prevailing wages according to:

State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for Board's review upon request; or

The Davis Bacon Act, 40 U.S.C. 276a-276a-5 and related federal acts provide that all laborers and mechanics employed by contractors or subcontractors in the performance shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

The Contractor agrees that the Contractor is legally and financially responsible for compliance with the prevailing wage requirements. Contractor is advised to consult the United States Department of Labor and Washington State Department of Labor and Industries websites to determine the federal and State prevailing wages that must be paid.

The Contractor shall ensure that all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the declared **SCOPE OF WORK** shall insert in full, in any contract, the labor standards provisions listed in Attachment VI: Labor Standard Provisions For Subrecipients That Are Governmental Entities. Contractor shall report to the Board and/or the Department of Health that this requirement has been met as stated in this Contract.

1.20. FEDERAL EXCLUSION

These Terms add to the terms in Section 2.11. Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion – Primary and Lower Tier Covered Transactions in General Terms and Conditions. The Contractor also agrees to access the Federal Exclusion List at www.sam.gov and provide Federal Exclusion documentation to the Board and to keep a copy on file with the Contractor's project records.

1.21. REGISTRATION WITH CENTRAL CONTRACTOR REGISTRATION (CCR)

By signing this Contract, the Contractor accepts the requirements stated in 48 CFR 52.204-7 to register with the Central Contractor Registration (CCR) database at the System for Awards Management (SAM) website. To register in SAM, a valid Data Universal Numbering System (DUNS) Number is required. The Contractor is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Contractor must remain registered in the SAM database after the initial registration. The Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Contractor shall provide evidence documenting registration and renewal of SAM registration to the Board.

In the event of the Contractor's noncompliance or refusal to comply with the requirement stated above, the Board reserves the right to suspend payment until the Contractor cures this noncompliance.

1.22. RECORDKEEPING AND ACCESS TO RECORDS

These terms supersede the terms in Section 2.36. Records Maintenance in General Terms and Conditions.

The Board, the Board's agents, and duly authorized officials of the state and federal governments shall have full access and the right to examine, copy, excerpt, or transcribe any pertinent documents, papers, records, and books of the Contractor and of persons, firms, or organizations with which the Contractor may contract, involving transactions related to this project and this Contract.

The Contractor agrees to retain these records for a period of six (6) years from the date that the debt is retired. This includes but is not limited to financial reports. 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.

1.23. REPORTS

The Contractor, at such times and on such forms as the Board may require, shall furnish the Board with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Contract including, but not limited to:

- A. Prevailing Wage decisions and/or changes;
- B. Disadvantaged Business Enterprises utilization;
- C. Project Status Reports with each Invoice Voucher,
- D. Certified Project Completion Report at project completion (as described in Section 1.11), and
- E. Other reports as the Board may require.

In the event of the Contractor's noncompliance or refusal to comply with the requirement stated above, the Board reserves the right to suspend payment until the Contractor cures this noncompliance.

1.24. AMENDMENTS, MODIFICATIONS, ASSIGNMENTS, AND WAIVERS

Amendments, modifications, assignments, and waivers to any of the terms of this contract supersede those terms as found in the original contract.

The Contractor may request an amendment of this Contract for the purpose of modifying the declared **SCOPE OF WORK** or for extending the time of performance as provided for in Section 1.10. Any revision to the scope of work or location of the project must be approved by the Department of Health. No modification or amendment resulting in an extension of time shall take effect until a request has been received and approved by the Board in accordance with Section 1.10.

During the term of this loan, any change in ownership of the water system(s) improved with funds received by the Contractor under this Contract must be approved in writing by the Board. As a condition of approval, the Board reserves the right to demand payment in full of the outstanding principal balance of the loan.

No conditions or provisions of this Contract may be waived unless approved by the Board in writing. No waiver of any default or breach by any party shall be implied from any failure to take action upon such default or breach, if the default of breach persists or repeats.

1.25. TERMINATION FOR CONVENIENCE

These terms supersede the terms in Section 2.45. Termination for Convenience in General Terms and Conditions.

The Board may terminate this Contract in the event that federal or state funds are no longer available to the Board, or are not appropriated for the purpose of meeting the Board's obligations under this Contract. The Board shall notify the Contractor in writing of its determination to terminate and the reason for such termination. The effective date of the termination will be determined by the Board. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Nothing in this section shall affect Contractor's obligations to repay the unpaid balance of the loan.

1.26. TERMINATION FOR CAUSE

These terms supersede the terms in Section 2.44. Termination for Cause/Suspension in General Terms and Conditions.

If the Board concludes that the Contractor has failed to comply with the terms and conditions of this Contract, or has failed to use the loan proceeds only for those activities identified in the declared **SCOPE OF WORK**, or has otherwise materially breached one or more of the covenants in this Contract, the Board may at any time, at its discretion, upon notice to the Contractor, terminate the Contract and/or its attached agreements in whole or in part and declare the entire remaining balance of the loan, together with any interest accrued, immediately due and payable in full. Such Notice of Termination for Cause shall be in writing, shall state the reason(s) for such termination, and shall specify the effective date of the termination. The effective date of the termination will be determined by the Board. Such notice shall inform the Contractor of the breach of the relevant covenant and shall allow the Contractor at least thirty (30) business days to cure such breach, if curable. The notice shall instruct the Contractor that, if the breach is not cured or cannot be cured within thirty (30) business days, the outstanding balance of the loan shall be due and payable. If this Contract is so terminated, the Board shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Nothing in this section shall affect the Contractor's obligations to immediately repay the unpaid balance of the loan as prescribed in the Washington Administrative Code (WAC) 246-296-150

1.27. AUDIT

These terms supersede the terms in Section 2.10. Audit in General Terms and Conditions.

Municipal and Not-For-Profit entities:

Audits of the Contractor's project activities may be conducted by the State Auditor Office (SAO). Audit costs are eligible project costs. The Contractor shall maintain its records and accounts so as to facilitate the audit requirements of the Board or its successor. The Contractor is responsible for any audit findings incurred by its own organization. The Board reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

In addition, Contractor's expending \$500,000 or more in any fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

For-Profit entities:

A report on the internal control related to the federal program, which should describe the scope of testing of the internal control and the results of the tests.

A report on compliance, which includes an opinion (or disclaimer of opinion) on whether the auditee complied with laws, regulations and the provisions of the award agreement that could have a direct and material effect on the federal program.

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

Department of Commerce
ATTN: Public Works Board
P.O. Box 42525
1011 Plum Street SE
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the Board.
- Copy of the Management Letter.

1.28. PROJECT SIGNS

If the Contractor displays, during the period covered by this Contract, any signs or markers identifying those entities participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board Drinking Water State Revolving Fund, and the Washington State Department of Health, as participants in the project.

1.29. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

As mandated by the Environmental Protection Agency, the Contractor agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement under this Contract. The Contractor is required to follow the requirements identified in Attachment III: Disadvantaged Business Enterprise Requirements.

By signing this Contract, the Contractor accepts the applicable MBE/WBE fair share objectives/goals negotiated with Environmental Protection Agency by the Washington State Office of Minority and Women's Business Enterprises. The Contractor attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Washington State Office of Minority and Women's Business Enterprises. The goals for the utilization of

disadvantaged businesses are stated in ATTACHMENT III: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS.

The Contractor is required to furnish the Board and the Department of Health with such periodic reports as the Department may request pertaining to the utilization of disadvantaged businesses.

1.30. NONDISCRIMINATION PROVISION

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

The Contractor must also include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the declared **SCOPE OF WORK:**

"The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract."

1.31. PROHIBITION STATEMENT

Pursuant to Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the Contractor's contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the declared **SCOPE OF WORK** may not engage in severe forms of trafficking in persons during the period of time the Contract is in effect, procure a commercial sex act during the period of time the Contract is in effect, or use forced labor during the performance of this Contract. The Contractor shall require this prohibition statement in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the declared **SCOPE OF WORK.**

The Contractor must also include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the declared **SCOPE OF WORK:**

"Prohibition Statement- You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the awards is in effect; or use forced labor in the performance of the award or subawards under the award."

In the event that the Contractor or any of its employees is determined to have violated the terms of this section, this Contract may be terminated.

1.32. FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM

The Contractor warrants that the Contractor neither has submitted nor shall submit any information that is materially false, incorrect, or incomplete to the Board.

The Contractor is advised that providing false, fictitious, or misleading information with respect to the receipt and disbursements of Environmental Protection Agency funds is basis for criminal, civil, or administrative fines and/or penalties.

1.33. Litigation

The Contractor warrants that there is no threatened or pending litigation, investigation, or legal action before any court, arbitrator, or administrative agency that, if adversely determined, would have a materially adverse effect on the Contractor's ability to repay the loan.

1.34. ESTABLISHMENT OF ADEQUATE RATES AND RESERVES

The Contractor agrees to provide a resolution adopting rate increases, capital assessments, or both, for the services of the system that shall be sufficient to provide funds which, along with other revenues of the system, will pay all operating expenses and debt repayments during the term of the loan. In addition, the Contractor shall create, fund and maintain reserves at least as required by the Water System Plan or Small Water System Management Plan. The Board reserves the right, at anytime, to request proof of compliance of these requirements from the Contractor.

1.35. SPECIAL CONDITIONS

If **SPECIAL CONDITIONS** are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this contract.

1.36. INVESTMENT GRADE AUDIT

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which energy efficiency is obtainable, Contractor must undertake an investment grade audit per ESHB 1497.

Costs incurred as part of the investment grade audit are eligible project costs.

1.37. BUY AMERICAN

None of the funds made available to the Contractor shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. This requirement applies to the entire project receiving a loan agreement executed after January 17, 2014. Buy American does not apply to a project if the Department of Health approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to January 17, 2014.

Waiver of the Buy American requirement may be considered if: 1) compliance would be inconsistent with the public interest; or 2) the particular iron and steel products are not produced in the United States in sufficient and reasonably available quantities and/or the particular iron and steel products are not of a satisfactory quality; or 3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent. For consideration, a request for a waiver must be submitted to the Environmental Protection Agency (EPA). Contractors shall submit the waiver request to Commerce, which will then submit the request to EPA. EPA will post the waiver request and any other information available to EPA concerning the waiver request, on EPA's public Internet website and allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The full text of the Buy American requirements appear at H.R. 3547, Consolidated Appropriations Act, 2014, and are incorporated herein.

Part 2. GENERAL TERMS AND CONDITIONS

2.1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2. ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Specific Terms and Conditions. Administrative services shared by other programs shall be assigned to this Contract based on an allocation plan that reflects allowable administrative costs that support services provided under each Contract administered by the Contractor. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

2.3. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.4. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

2.5. AMENDMENTS

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

2.6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.7. APPROVAL

This contract shall be subject to the written approval of the BOARD's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.8. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the BOARD.

2.9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys fees and costs.

2.10. AUDIT

A. General Requirements

Contractors are to procure audit services based on the following guidelines.

The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.

THE BOARD reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

As applicable, Contractors required to have an audit must ensure the audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the BOARD requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirements - OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations

Contractors expending \$500,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." Revised OMB A-133 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance must also be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program name
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
- Grantor contract number
- Total award amount including amendments (total grant award)
- Current year expenditures

If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor in accordance with OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

The Contractor shall include the above audit requirements in any subcontracts.

In any case, the Contractor's financial records must be available for review by the BOARD.

C. Documentation Requirements

The Contractor must send a copy of any required audit Reporting Package as described in OMB Circular A-133, Part C, Section 320(c) no later than nine (9) months after the end of the Contractor's fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or by sending a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Contractor must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the BOARD.
- Copy of the Management Letter.

2.11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. 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 (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
- C. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the BOARD.
- D. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- E. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the

meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the BOARD for assistance in obtaining a copy of these regulations.

2.12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990, 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

2. All material provided to the Contractor by the BOARD that is designated as "confidential" by the BOARD;
3. All material produced by the Contractor that is designated as "confidential" by the BOARD; and
4. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the BOARD or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Contract whenever the BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the BOARD. Upon request, the Contractor shall immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify the BOARD within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.14. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.15. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the BOARD. The BOARD shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the BOARD effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to the BOARD a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the BOARD.

The Contractor shall exert all reasonable effort to advise the BOARD, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide the BOARD with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.16. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.17. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of the the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.18. DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.19. ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 RCW) and any other applicable state or federal law related to ethics or conflicts of interest.

2.20. GOVERNING LAW AND VENUE

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

2.21. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, the BOARD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless the Contractor, THE BOARD, the state of Washington, its officers, employees and authorized agents.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.22. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the State of Washington or the BOARD. The Contractor will not hold itself out as or claim to be an officer or employee of the BOARD or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.23. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, The BOARD may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the BOARD under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.24. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

A. Audits

Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

B. Environmental Protection and Review

Coastal Barrier Resources Act of 1982, 16 U.S.C. 3501 et seq.

HUD's implementing regulations at 24 CFR parts 50 or 58, as appropriate.

Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 4821-4846 also 24 CFR 982.401(j).

National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq. and the Implementing Regulations of 24 CFR 58 (HUD) and 40 CFR 1500-1508 (Council on Environmental Quality) Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 USC 4851-4856.

C. Flood Plains

Flood Disaster Protection Act of 1973, 42 USC 4001-4128.

D. Labor and Safety Standards

All Rental Units Assisted with Federal Funds Must Meet the Section 8 Housing Quality Standards (HQS) and Local Housing Code Requirements for the duration of the Affordability Period.

Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.

Davis Bacon Act, 40 U.S.C. 276a-276a-5.

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

Title IV of the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 4831, 24 CFR Part 35.

E. Laws against Discrimination

Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90

Nondiscrimination in Federally Assisted Programs.

Americans with Disabilities Act of 1990, Public Law 101-336.

Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.

Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.

Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100. Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8.

Fair Housing, Title VIII of the Civil Rights Act of 1968, Public Law 90-284, 42 U.S.C. 3601-19.

Handicapped Employees of Government Contractors, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.

Handicapped Recipients of Federal Financial Assistance, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794.

Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631.

Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.

Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).

Nondiscrimination in Benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.

Nondiscrimination in Employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.

Nondiscrimination in Federally Assisted Programs.

Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60.

Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.607(b)).

F. Office of Management and Budget Circulars

Cost Principles for State, Local and Indian Tribal Governments, OMB Circular A-87, 2 CFR, Part 225.

Cost Principles for Nonprofit Organizations, OMB Circular A-122, (if the Contractor is a nonprofit organization).

Grants and Cooperative Agreements with State and Local Governments, OMB Circular A-102, (if the Contractor is a local government or federally recognized Indian tribal government).

Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations, OMB Circular A-110.

G. Other

Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.

H.R. 3547, Consolidated Appropriations Act, 2014.

Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989.

Hatch Political Activity Act, 5 U.S.C. 1501-8.

Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352 (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that Contractors who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Non-Supplanting Federal Funds.

Section 8 Housing Assistance Payments Program.

H. Privacy

Privacy Act of 1974, 5 U.S.C. 522a.

I. Relocation

Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and implementing regulations at 49 CFR part 24.

Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR part 570.

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Housing assistance program, Chapter 43.185 RCW
- G. Interlocal cooperation act, Chapter 39.34 RCW.
- H. Noise control, Chapter 70.107 RCW.
- I. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- J. Open public meetings act, Chapter 42.30 RCW.
- K. Prevailing wages on public works, Chapter 39.12 RCW.
- L. Public records act, Chapter 42.56 RCW.
- M. Relocation assistance - real property acquisition policy, Chapter 8.26 RCW.
- N. Shoreline management act of 1971, Chapter 90.58 RCW.
- O. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.
- P. State building code, Chapter 19.27 RCW and Energy-related building standards, Chapter 19.27A RCW, and Provisions in buildings for aged and handicapped persons, Chapter 70.92 RCW.
- Q. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- R. State environmental policy, Chapter 43.21C RCW.
- S. State Executive Order 05-05 Archeological and Cultural Resources.

2.25. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

2.26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.27. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the BOARD. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.29. NOTIFICATION OF TENANT RIGHTS/RESPONSIBILITIES

The Contractor shall provide all tenants, if any, with information outlining tenant rights and responsibilities under the Washington State Landlord Tenant laws, Title 59, Revised Code of Washington.

The Contractor shall also provide all occupants of property acquired with U.S. Department of Housing and Urban Development (HUD) funds notice regarding their eligibility for relocation assistance. Such notices will be provided as required by the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended and referenced in 49 CFR part 24 and Section 104(d) of the Housing and Community Development Act of 1974, as amended and referenced in 24 CFR 570 and noted in HUD's Handbook No. 1378. Notifications will include but not be limited to:

- General Information Notice
- Notice of Displacement/Non-Displacement

2.30. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.31. PREVAILING WAGE LAWS

All contractors and subcontractors performing work on a construction project funded through this agreement shall comply with prevailing wage laws by paying the higher of state or federal prevailing wages according to:

State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for THE BOARD's review upon request; or

The Davis Bacon Act, 40 U.S.C. 276a-276a-5 and related federal acts provide that all laborers and mechanics employed by contractors or subcontractors in the performance shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

2.32. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Contractor which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with OMB Circulars A-102, Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by this Contract.

A Contractor which is a nonprofit organization shall establish procurement policies in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies, for all purchases funded by this Contract.

The Contractor's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.
 - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - e. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.
 - g. Procurement records and files for purchases shall include all of the following:
 - 1) Contractor selection or rejection.
 - 2) The basis for the cost or price.
 - 3) Justification for lack of competitive bids if offers are not obtained.
 - h. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
4. Contractor and Subcontractor must receive prior approval from the BOARD for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this contract is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

2.33. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.34. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD's name is mentioned, or language used from which the connection with the state of Washington's or the BOARD's name may reasonably be inferred or implied, without the prior written consent of the BOARD.

2.35. RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, The BOARD reserves the right to recapture funds in an amount to compensate the BOARD for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the BOARD. In the alternative, The BOARD may recapture such funds from payments due under this contract.

2.36. RECORDS MAINTENANCE

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract 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 Contract. Contractor shall retain such records for a period of six years following the date of final payment.

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 finally resolved.

2.37. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.38. RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.39. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, The BOARD may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.40. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

2.41. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of the BOARD.

If THE BOARD approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the BOARD in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to the BOARD if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal

conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the BOARD for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the BOARD and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.42. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

2.43. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.44. TERMINATION FOR CAUSE/SUSPENSION

In event the BOARD determines that the Contractor failed to comply with any term or condition of this Contract, the BOARD may terminate the Contract in whole or in part upon written notice to the Contractor. Such termination shall be deemed "for cause." Termination shall take effect on the date specified in the notice.

In the alternative, the BOARD upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the BOARD may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the BOARD to terminate the Contract upon written notice to the Contractor.

"Termination for Cause" shall be deemed a "Termination for Convenience" when the BOARD determines that the Contractor did not fail to comply with the terms of the Contract or when the BOARD determines the failure was not caused by the Contractor's actions or negligence.

If the Contract is terminated for cause, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original contract and the replacement contract, as well as all costs associated with entering into the replacement contract (i.e., competitive bidding, mailing, advertising, and staff time).

2.45. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, the BOARD may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the BOARD shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

2.46. TERMINATION PROCEDURES

After receipt of a notice of termination, except as otherwise directed by the BOARD, the Contractor shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities related to the Contract;
- C. Assign to the BOARD all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the BOARD; and
- D. Preserve and transfer any materials, contract deliverables and/or the BOARD property in the Contractor's possession as directed by the BOARD.

Upon termination of the Contract, the BOARD shall pay the Contractor for any service provided by the Contractor under the Contract prior to the date of termination. The BOARD may withhold any amount due

as the BOARD reasonably determines is necessary to protect the BOARD against potential loss or liability resulting from the termination. The BOARD shall pay any withheld amount to the Contractor if the BOARD later determines that loss or liability will not occur.

The rights and remedies of the BOARD under this section are in addition to any other rights and remedies provided under this Contract or otherwise provided under law.

2.47. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach.

Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of THE BOARD.

2.48. WORK HOURS AND SAFETY STANDARDS

The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Contract Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ATTACHMENT I: ATTORNEY'S CERTIFICATION

DRINKING WATER STATE REVOLVING FUND (MUNICIPAL)

City of Olympia
DM13-952-188

I, Darren Vienaber, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the Contractor identified on the Declarations Page of the Contract identified above; and

I have also examined any and all documents and records, which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The Contractor is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The Contractor is empowered to accept the Drinking Water State Revolving Fund financial assistance and to provide for repayment of the loan as set forth in the loan agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the Contractor from repaying the Drinking Water State Revolving Fund loan extended by the Public Works Board with respect to such project. The Contractor is not a party to litigation, which will materially affect its ability to repay such loan on the terms contained in the loan agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the Contractor.

Darren Vienaber
Signature of Attorney

4-21-14
Date

Darren Vienaber
Name

PO Box 1967, Olympia, WA 98502
Address

ATTACHMENT II: FEDERAL AND STATE REQUIREMENTS

1) Environmental Authorities

- a) Archeological and Historic Preservation Act of 1974, Public Law 86-523 as amended
- b) Clean Air Act, Public Law 84-159 as amended
- c) Coastal Barrier Resources Act, Public Law 92-583 as amended
- d) Endangered Species Act, Public Law 93-205 as amended
- e) Environmental Justice, Executive Order 12898
- f) Floodplain Management, Executive Order 11934 as amended by Executive Order 12148
- g) Protection of Wetlands, Executive Order 11990
- h) Farmland Protection Policy Act, Public Law 97-98
- i) Fish and Wildlife Coordination Act, Public Law 85-624 as amended
- j) National Historic Preservation Act of 1966, Public Law 89-665 as amended
- k) Safe Drinking Water Act, Public Law 93-523 as amended
- l) Wild and Scenic Rivers Act, Public Law 90-542 as amended

2) Economic and Miscellaneous Authorities

- a) Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended, Executive Order 12372
- b) Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- c) Uniform Relocation and Real Property Policies Act, Public Law 91-646 as amended
Debarment and Suspension, Executive Order 12549
- d) H.R. 3547, Consolidated Appropriations Act, 2014.

3) Social Policy Authorities

- a) Age Discrimination Act of 1975, Public Law 94-135
- b) Title VI of the Civil Rights Act of 1964, Public Law 88-352
- c) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
- d) Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (including Executive Orders 11914 and 11250)
- e) Equal Employment Opportunity, Executive Order 11246
- f) Disadvantaged Business Enterprise, Public Law 101-549 (the Clean Air Act), and Public Law 102-389 (the Clean Water Act)
- g) Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590

4) State Laws

- a) Chapter 36.70A RCW, Growth Management Act
- b) Chapter 39.80 RCW, Contracts for Architectural and Engineering Services
- c) Chapter 39.12 RCW, Washington State Public Works Act
- d) Chapter 43.20 RCW, State Board of Health
- e) Chapter 43.70 RCW, Department of Health
- f) Chapter 43.155 RCW, Public Works Project
- g) Chapter 70.116 RCW, Public Water Systems Coordination Act of 1977
- h) Chapter 70.119 RCW, Public Water Supply Systems Certification and Regulation of Operations
- i) Chapter 70.119A RCW, Public Water Systems, Penalties & Compliances
- j) Chapter 246-290 WAC, Group A Public Water Systems
- k) Chapter 246-291 WAC, Group B Public Water Systems
- l) Chapter 246-292 WAC, Waterworks Operator Certification Regulations
- m) Chapter 246-293 WAC, Water Systems Coordination Act
- n) Chapter 246-294 WAC, Drinking Water Operating Permits
- o) Chapter 246-295 WAC, Satellite System Management Agencies
- o) Chapter 246-296 WAC Drinking Water State Revolving Fund Loan Program
- p) Chapter 173-160 WAC, Minimum Standards for Construction & Maintenance of Wells
- q) Title 173 WAC, Department of Ecology Rules
- r) Title 40 Part 141 Code of Federal Regulations, Federal National Primary Drinking Water Regulations (Section Adopted by Reference)

ATTACHMENT III: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

GENERAL COMPLIANCE, 40 CFR, Part 33

The Contractor agrees to comply with the requirements of Environmental Protection Agency's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under this Contract, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

The following are exemptions from the fair share objective Requirements:

- Grant and loan recipients receiving a total of \$250K or less in EPA financial assistance in a given fiscal year.
- Tribal recipients of Performance Partnership Eligible grants under 40 CFR Part 35, Subpart B.
 - There is a 3-year phase in period for the requirement to negotiate fair share goals for Tribal and Insular Area recipients.
- Recipients of Technical Assistance Grants.

The Fair Share Objectives or goals for the utilization of disadvantaged businesses negotiated with EPA by the WA Office of Minority Women Business are stated below.

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

By signing this Contract, the Contractor is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as WA Office of Minority Women Business goal is being adopted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the Contractor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained. The six good faith efforts shall include:

- A. Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing the Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- B. Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- C. Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- D. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- E. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

- F. If the prime contractor awards subcontracts, also require the prime contractor to take the five good faith efforts in paragraphs A through E above.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

Contractor is required to submit MBE/WBE participation reports to the Board and/or the Department of Health, on a quarterly basis, beginning with the Federal fiscal year reporting period the Contractor receives the award and continuing until the project is completed.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The Contractor agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

The Contractor agrees to require all general contractors to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its Disadvantaged Business Enterprise subcontractors, engineers, vendors, and any other entity for work or services listed in the declared **SCOPE OF WORK**. These two (2) forms may be obtained from the EPA Office of Small Business Program's website on the internet at <http://www.epa.gov/osbp/grants.htm>.

The Contractor agrees to require all general contractors to complete and submit to the Contractor and Environmental Protection Agency EPA Form 6100-4 DBE Subcontractor Utilization Form beginning with the Federal fiscal year reporting period the Contractor receives the award and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a Contractor's MBE/WBE accomplishments.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

The Contractor is also required to create and maintain a bidders list if the Contractor of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Section 33.501(b) of the rule is as follows:

A recipient of a Continuing Environmental Program Grant or other annual grant must create and maintain a bidders list. In addition, a recipient of an EPA financial assistance agreement to capitalize a revolving loan fund also must require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of MBE/WBE and non-MBE/WBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts or bid or quote on subcontracts under EPA assisted projects, including both MBE/WBEs.

The bidders list must be kept until the grant project period has expired and the recipient is no longer receiving EPA funding under the grant. For entities receiving identified loans, the bidders list must be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors:

- (1) Entity's name with point of contact;
- (2) Entity's mailing address, telephone number, and e-mail address;
- (3) The procurement on which the entity bid or quoted, and when; and
- (4) Entity's status as a MBE/WBE¹ or non-MBE/WBE.

The exemption found at § 33.501(c) is as follows:

A recipient of an EPA financial assistance agreement in the amount of \$250,000 or less for any single assistance agreement, or of more than one financial assistance agreement with a combined total of \$250,000 or less in any one fiscal year, is exempt from the paragraph (b) of this section requirement to create and maintain a bidders list. Also, a recipient under the CWSRF, DWSRF, or BCRLF Program is not required to apply the paragraph (b) of this section bidders list requirement of this subpart to an entity receiving an identified loan in an amount of \$250,000 or less, or to an entity receiving more than one identified loan with a combined total of \$250,000 or less in any one fiscal year. This exemption is limited to the paragraph (b) of this section bidders list requirements of this subpart.

¹ Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.

ATTACHMENT IV: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS



United States Environmental Protection Agency
Washington, DC 20460

EPA Project Control Number

The prospective participant certifies to the best of its knowledge and belief that it and the 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 of 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 otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)

ATTACHMENT V: DWSRF ELIGIBLE PROJECT COSTS

Must be directly attributable to the project.

1. The costs for complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
2. DWSRF loan fees.
3. The purchase of a portion of another system's capacity, if it is the most cost effective solution (limited to publicly owned (municipal) systems).
4. Construction of reservoirs (clear wells) that are part of the treatment process and are collocated with the treatment facility.
5. Construction of distribution reservoirs (finished water).
6. Cost associated with restructuring or consolidation of existing water systems by publicly owned water systems.
7. Main extensions to connect to safe and reliable sources of drinking water.
8. Cost associated with collecting and preparing environmental assessment documents to obtain local permits.
9. Direct labor including related employee benefits:
 - a. Salaries and wages (at actual or average rates) covering productive labor hours of employees of the borrower (excluding the administrative organization of the operating unit involved) for periods of time actively or incidentally engaged in pre-design engineering, design engineering, construction engineering, acquisition of rights of way, and the cleaning, sterilization or bacteriological testing of water system components prior to public use. The costs of services rendered by employees generally classified as administration/project management of the loan are considered a direct cost only when such employees are assigned the types of services described above and shall be limited to 3% or less of the project loan amount.
 - b. Employee benefits relating to labor are considered a direct cost of construction projects. The following items may be included as employee benefits:
 - F.I.C.A. (Social Security) –employer's share.
 - Retirement benefits.
 - Hospital, health, dental, and other welfare insurance.
 - Life insurance.

- Industrial and medical insurance.
- Vacation.
- Holiday.
- Sick leave.
- Military leave and jury duty.

Employee benefits must be calculated as a percentage of direct labor dollars. The computation of predetermined percentage rates to be applied to current labor costs must be based on the average of total employee benefits and total labor costs for the prior fiscal year and adjusted by known current year variations.

- c. Other than work identified in Number 9.a, no costs associated with labor performed by the borrower's employees, including force account work, are eligible for financing assistance.
10. Contract engineering, planning, design, legal, and financial planning services. The Board reserves the right to declare ineligible legal costs that are unreasonable and disproportionate to the project.
11. Contract construction work.
12. Direct vehicle and equipment charges at the actual rental cost paid for the equipment or, in the case of city or county-owned equipment, at the rental rates established by the local government's "equipment rental and revolving fund" following the methods prescribed by the division of municipal corporations. However, such costs must be charged on a uniform basis to equipment used for all projects regardless of the source of funding. Cities with a population of eight thousand or less not using this type of fund are allowed the same rates as used by the State Department of Transportation.
13. Direct materials and supplies.
14. Other direct costs incurred for materials or services acquired for a specific project are eligible costs and may include, but are not limited to such items as:
 - a. Telephone charges.
 - b. Reproduction and photogrammetry costs.
 - c. Video and photography for project documentation.
 - d. Computer usage.
 - e. Printing and advertising.
15. Other project related costs include:
 - Competitive Bidding.
 - Audit.
 - Insurance.
 - Prevailing wages.
 - Attorney fees.

- Environmental Review.
- Archaeological Survey.

Water system plan costs are not eligible for reimbursement.
Small water system management program and plan amendments costs are eligible for reimbursement.

Projects may be designed to accommodate reasonable growth. This is generally the 20-year projection included in the system's water system plan or small water system management program.

ATTACHMENT VI: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact Department of Commerce. If a State recipient needs guidance, they may obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall

amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics,

subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

<http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to

journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under

any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

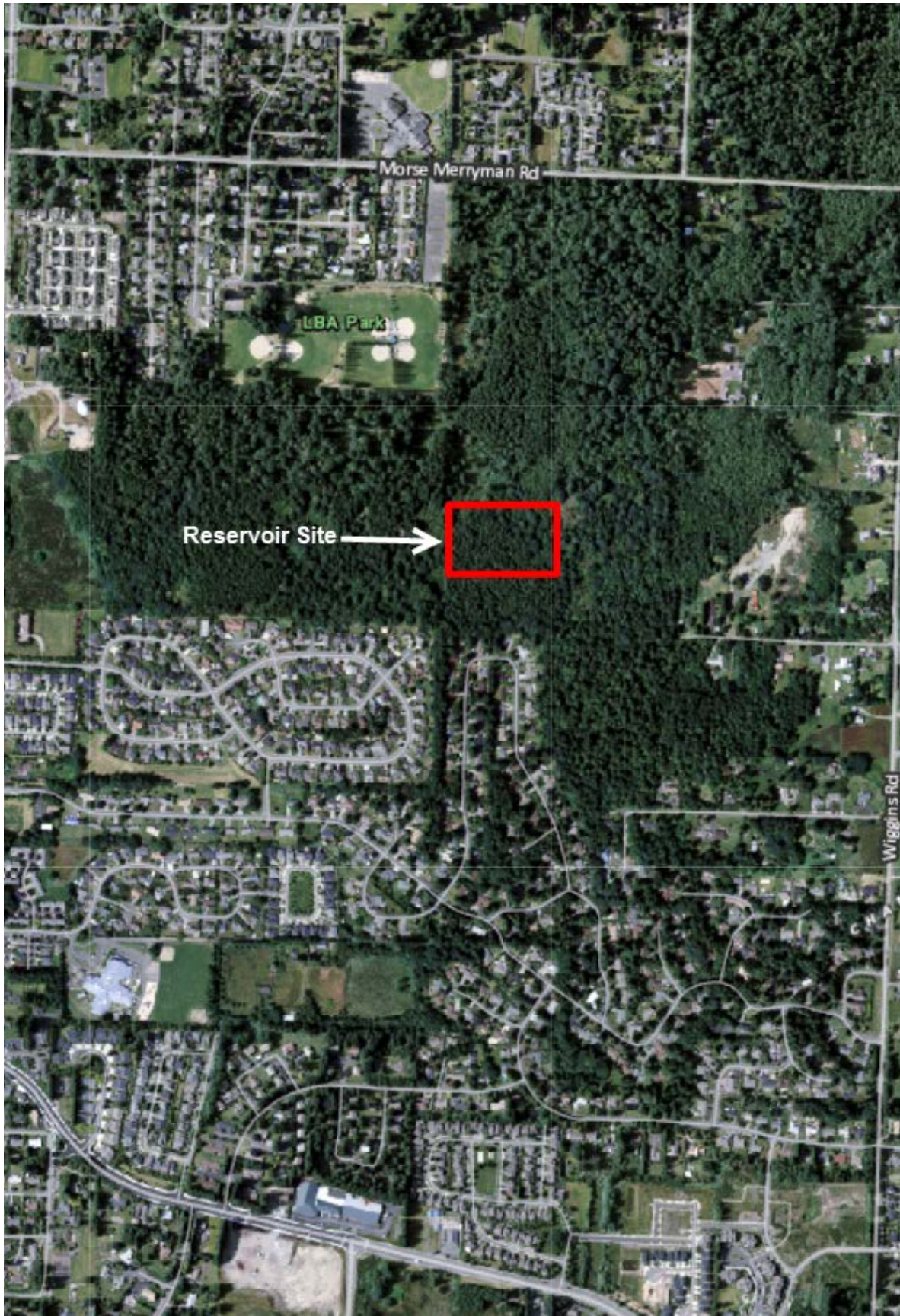
(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the Department of Commerce and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/contacts/whd/america2.htm>.

SE Olympia Reservoir Site
3355 Morse Merryman Rd SE Olympia, WA



City of Olympia

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

City Council

Approval of Woodbury Crossing Phase 2 Final Plat

Agenda Date: 5/6/2014

Agenda Number: 4.J

File Number: 14-0442

File Type: decision

Version: 2

Status: Consent Calendar

..Title

Approval of Woodbury Crossing Phase 2 Final Plat

..Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Woodbury Crossing Phase 2 Final Plat Map, and authorize the Mayor to sign the Woodbury Crossing Plat Map.

..Report

Issue:

Whether to approve Lennar Northwest, Inc's 64-Lot Phase-2 Plat Map.

Staff Contact:

Steve Friddle, Principal Planner, Community Planning & Development, 360.753.8591

Presenter(s):

None. Consent Calendar.

Background and Analysis:

The Woodbury Crossing Neighborhood Village Master Plan, approved under Ordinance 6655, provides a mixture of housing types totaling 385 residential units and a small commercial village center on 58.3 acres to be built out in three phases located in west Olympia, south of Mud Bay Road and west of Kaiser Road (Attachment 2 Land Use Map). Woodbury Crossing has a long and somewhat complicated permit approval history that extends from submitting an application in November 2004; Master Plan approval by the Thurston County Commissioners in 2006; Olympia Annexation in 2007; and Phase I subdivision approval by the City Council in 2009.

Phase 1 included:

- 86 detached single-family lots
- 18 townhouses (each in 2-unit structures) Due to a Phase 1 construction error Council approved a Plat modification moving one of the two-unit townhouses to Phase-2.
- 2-multifamily lots to accommodate over seventy units
- The commercial building lot with area for apartments
- A one-acre village green, a three-acre stormwater facility along with other open

Agenda Date: 5/6/2014

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space and tree tracts totaling over 10% of the site

- A public street grid with connections to Kaiser Road and Mud Bay Road and a bus stop at the village center (Intercity Transit anticipates looping through the site);
- Frontage improvements and on-site public streets and utilities, plus an added turn lane on the Highway 101 off-ramp to Mud Bay Road and a sidewalk extending westerly to McLane Elementary School; and
- A sewage system lift (pump) station for the basin (a proposed latecomer agreement for cost recovery from future development in the area is the subject of a separate proceeding).

Lennar Northwest, Inc., is the owner/developer of Woodbury Crossing Phase-2 and requested approval. Final plats are reviewed for consistency with the preliminary plat approval granted by the Examiner and subdivision documentation requirements of the City and State. In addition, in Olympia developments with “village-zoned” sites must conform with the approved Master Plan Ordinance 6655 for the site.

Phase 2 Plat Map contains:

- 64-Building Lots
- Lots 125 & 126 are the relocated two-unit townhouse lot from Phase-1 Plat modification that Council approved on November 19, 2013).
- Tract S - A Pedestrian Access trail
- Tract ZZ that will be the subject of Woodbury Crossing Phase 3

Except for the two-unit attached townhouse planned for Lots 125 & 126, all Lots in Phase 2 are considered zero-lot single family pursuant to Woodbury Crossing Neighborhood Village Ordinance 6655. The smallest Lots are 3,600 Sq. Ft and the largest Lots are 5,148 Sq. Ft. Lot widths vary from 40-feet to 52-feet. Per OMC 18.05.080 Table 5.05 - A zero lot detached single family requires at least a 40-foot width and total at least 3,000 Sq. Ft; and a townhouse lot must be at least 16-foot width and total at least 1,600 Sq. Ft. minimum and average not less than 2,400 Sq. Ft.

All streets and utilities have been installed and inspected for compliance. Phase-2 contains two unique features. First, the Pedestrian Access Tract “S” and engineered retaining walls on Lots 127-134 and Lots 145-153.

City and other County agency staff have reviewed the final plat application for Phase-2 and have concluded that, the subdivision and associated public improvements conform to the Master Plan, the Examiner’s decision and subsequent City Council approvals (Attachment # 3) and all pertinent regulations. Final plat approval is recommended for Woodbury Crossing Phase-2 Final Plat Map (Attachment # 1).

Neighborhood/Community Interests (if known): Pursuant to condition 60 of the Examiner’s Decision, Lennar was required to relocate recent fence encroachments on

Agenda Date: 5/6/2014

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Phase 2 Lots 127 - 132 back onto Phase 1 Lots 39 - 45.

Options:

1. Move to approve the Woodbury Crossing Phase 2 Plat Map, and authorize to the Mayor to sign the Woodbury Crossing Plat Map.
2. Remove this item from the Consent Calendar and move this item to a future Council agenda for further discussion.

Financial Impact:

None.

WOODBURY CROSSING PHASE 2

A PORTION OF THE NW1/4, NE1/4, SE1/4 & SW1/4 OF THE SW1/4, SECTION 17, T18N-R2W, CITY OF OLYMPIA, THURSTON COUNTY, WA.

LEGAL DESCRIPTION:

TRACT Z, WOODBURY CROSSING AS RECORDED SEPTEMBER 25, 2009 UNDER AUDITOR'S FILE NO. 4112869, IN THURSTON COUNTY, WASHINGTON.
SITUATE IN COUNTY OF THURSTON, STATE OF WASHINGTON.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT LENNAR NORTHWEST, INC. THE UNDERSIGNED OWNER, IN FEE SIMPLE OF THE LAND HEREBY PLATED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND SEWER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE FOR PUBLIC PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC. SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC. SHOWN HEREON. ALSO THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID ROADS.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS THIS ____ DAY OF _____, 20____.

LENNAR NORTHWEST, INC.
A DELAWARE CORPORATION
BY:
ITS:

ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF _____) S.S.

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (S)HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT (S)HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF LENNAR NORTHWEST, INC., TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT _____
MY COMMISSION EXPIRES _____
PRINTED NAME _____

SURVEYOR'S NOTES

- HORIZONTAL DATUM/BASIS OF BEARINGS: PLAT OF WOODBURY CROSSING, AFN 4112869.
- THIS IS A FIELD TRAVERSE SURVEY. A SOKKIA FIVE-SECOND ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332-130-090. ALL INSTRUMENTS AND EQUIPMENT HAVE BEEN MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURERS' SPECIFICATIONS.

INDEX OF SHEETS:

- SHEET 1 - LEGAL DESCRIPTION, DEDICATION, ACKNOWLEDGMENTS & APPROVALS
- SHEET 2 - PLAT NOTES, TITLE NOTES & EASEMENT PROVISIONS
- SHEET 3 - MAP
- SHEET 4 - MAP

APPROVALS

CITY ENGINEER

EXAMINED AND APPROVED THIS ____ DAY OF _____, A.D. 20____.

OLYMPIA CITY ENGINEER

CERTIFICATE - HEALTH OFFICER

EXAMINED AND APPROVED THIS ____ DAY OF _____, A.D. 20____.

HEALTH OFFICER

CERTIFICATE - ASSESSOR

EXAMINED AND APPROVED THIS ____ DAY OF _____, A.D. 20____.

THURSTON COUNTY ASSESSOR

PLANNING DIRECTOR

EXAMINED AND APPROVED THIS ____ DAY OF _____, A.D. 20____.

PLANNING DIRECTOR

CERTIFICATE - CITY COUNCIL

EXAMINED AND APPROVED THIS ____ DAY OF _____, A.D. 20____.

OLYMPIA CITY COUNCIL ATTEST

MAYOR CITY CLERK

CERTIFICATE - THURSTON COUNTY TREASURER

I HEREBY CERTIFY THAT ALL TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID TO AND INCLUDING THE YEAR _____.

THURSTON COUNTY TREASURER

CERTIFICATE - CITY CLERK-TREASURER

I HEREBY CERTIFY THAT ALL LOCAL IMPROVEMENT DISTRICT ASSESSMENTS ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID TO AND INCLUDING THE YEAR 2013.

CLERK-TREASURER, CITY OF OLYMPIA

CERTIFICATE - THURSTON COUNTY AUDITOR

FILED FOR RECORD AT THE REQUEST OF BRIAN D. GILLOOLY, PLS, OF BARGHAUSEN CONSULTING ENGINEERS, INC. THIS ____ DAY OF _____, 20____, AT ____ O'CLOCK ____ M., AND RECORDED UNDER AUDITOR'S FILE NUMBER _____, RECORDS OF THURSTON COUNTY, WASHINGTON.

THURSTON COUNTY AUDITOR

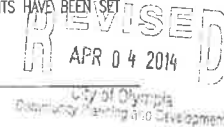
DEPUTY AUDITOR

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF WOODBURY CROSSING PHASE 2 IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF A PORTION OF SECTION 17, TOWNSHIP 18 NORTH, RANGE 2 WEST, W.M.; THAT THE DISTANCES AND COURSES SHOWN THEREON ARE CORRECT; THAT THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS HAVE BEEN STAKED ON THE GROUND.

BRIAN D. GILLOOLY, PLS 46315

4/4/14
DATE



JOB NO. 16205



INDEX DATA NW1/4, NE1/4, SE1/4 & SW1/4 OF SW1/4, SEC. 17, T18N-R2W, W.M.

Barghausen Consulting Engineers, Inc.
Civil Engineering, Land Planning, Surveying, Environmental Services
18215 72nd Avenue South - Kent, WA. 98032 (425) 251-6222

SHEET 1 OF 4

VOLUME/PAGE

WOODBURY CROSSING PHASE 2

A PORTION OF THE NW1/4, NE1/4, SE1/4 & SW1/4 OF THE SW1/4, SECTION 17, T18N-R2W, CITY OF OLYMPIA, THURSTON COUNTY, WA.

EASEMENT NOTES:

1. THE PRIVATE STORM DRAINAGE EASEMENTS (PSDE) SHOWN ON THE FACE OF THE PLAT ARE HEREBY GRANTED TO THE LOT OWNERS WHO WOULD BENEFIT FROM THE EASEMENT. THE SPECIFIC EASEMENTS AND LOTS BENEFITED ARE AS LISTED BELOW:

A. THE 3-FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN WITHIN LOT 106 IS FOR THE BENEFIT OF THE OWNERS OF LOT 109. THE OWNER OF SAID LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE FACILITIES WHICH LIE WITHIN THE EASEMENT AREA.

B. THE 3-FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN WITHIN LOT 110 IS FOR THE BENEFIT OF THE OWNERS OF LOT 111. THE OWNER OF SAID LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE FACILITIES WHICH LIE WITHIN THE EASEMENT AREA.

C. THE 3-FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN WITHIN LOT 112 IS FOR THE BENEFIT OF THE OWNERS OF LOT 113. THE OWNER OF SAID LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE FACILITIES WHICH LIE WITHIN THE EASEMENT AREA.

D. THE 3-FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN WITHIN LOT 115 IS FOR THE BENEFIT OF THE OWNERS OF LOT 114. THE OWNER OF SAID LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE FACILITIES WHICH LIE WITHIN THE EASEMENT AREA.

E. THE 3-FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN WITHIN LOT 117 IS FOR THE BENEFIT OF THE OWNERS OF LOT 116. THE OWNER OF SAID LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE FACILITIES WHICH LIE WITHIN THE EASEMENT AREA.

F. THE 3-FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN WITHIN LOTS 119 THROUGH 122 IS FOR THE BENEFIT OF THE OWNERS OF LOTS 118 THROUGH 121. THE OWNERS OF SAID LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES USED IN COMMON.

G. THE 3-FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN WITHIN LOTS 124 AND 125 IS FOR THE BENEFIT OF THE OWNERS OF LOTS 123 THROUGH 126. THE OWNERS OF SAID LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES USED IN COMMON.

H. THE 3-FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN WITHIN LOTS 131 THROUGH 133 IS FOR THE BENEFIT OF THE OWNERS OF LOTS 132 THROUGH 134. THE OWNERS OF SAID LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES USED IN COMMON.

I. THE 3-FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN WITHIN LOTS 127 THROUGH 130 IS FOR THE BENEFIT OF THE OWNERS OF LOTS 128 THROUGH 131. THE OWNERS OF SAID LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES USED IN COMMON.

J. THE 3-FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN WITHIN LOTS 141 THROUGH 144 IS FOR THE BENEFIT OF THE OWNERS OF LOTS 140 THROUGH 143. THE OWNERS OF SAID LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES USED IN COMMON.

K. THE 3-FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN WITHIN LOTS 139 AND 140 IS FOR THE BENEFIT OF THE OWNERS OF LOTS 138 AND 139. THE OWNERS OF SAID LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES USED IN COMMON.

L. THE 3-FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN WITHIN LOT 136 IS FOR THE BENEFIT OF THE OWNERS OF LOT 137. THE OWNER OF SAID LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE FACILITIES WHICH LIE WITHIN THE EASEMENT AREA.

M. THE 3-FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN WITHIN LOTS 149 THROUGH 152 IS FOR THE BENEFIT OF THE OWNERS OF LOTS 150 THROUGH 153. THE OWNERS OF SAID LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES USED IN COMMON.

N. THE 3-FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN WITHIN LOTS 145 THROUGH 148 IS FOR THE BENEFIT OF THE OWNERS OF LOTS 146 THROUGH 149. THE OWNERS OF SAID LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES USED IN COMMON.

O. THE 3-FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN WITHIN LOTS 159 THROUGH 162 IS FOR THE BENEFIT OF THE OWNERS OF LOTS 158 THROUGH 161. THE OWNERS OF SAID LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES USED IN COMMON.

P. THE 3-FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN WITHIN LOTS 156 THROUGH 158 IS FOR THE BENEFIT OF THE OWNERS OF LOTS 155 THROUGH 157. THE OWNERS OF SAID LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES USED IN COMMON.

Q. THE 3-FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN WITHIN LOTS 167 THROUGH 170 IS FOR THE BENEFIT OF THE OWNERS OF LOTS 168 THROUGH 171. THE OWNERS OF SAID LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES USED IN COMMON.

EASEMENT NOTES: (continued)

R. THE 3-FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN WITHIN LOTS 163 THROUGH 166 IS FOR THE BENEFIT OF THE OWNERS OF LOTS 164 THROUGH 167. THE OWNERS OF SAID LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITIES USED IN COMMON.

2. ALL LOTS SHALL BE SUBJECT TO AN EASEMENT 2.5 FEET IN WIDTH, PARALLEL WITH AND ADJACENT TO ALL INTERIOR LOT LINES AND 5 FEET ALONG THE REAR LOTS LINES, FOR THE PURPOSE OF PRIVATE DRAINAGE. IN THE EVENT LOT LINES ARE ADJUSTED AFTER THE RECORDING OF THIS PLAT, THE EASEMENTS SHALL MOVE WITH THE ADJUSTED LOT LINES. MAINTENANCE OF ALL PRIVATE DRAINAGE EASEMENTS ON THIS PLAT SHALL BE THE RESPONSIBILITY OF ALL LOTS DERIVING BENEFIT FROM SAID EASEMENT. NO STRUCTURE OTHER THAN FENCES AND RETAINING WALLS SHALL BE CONSTRUCTED WITHIN THESE EASEMENTS.

TITLE NOTES:

A PLAT CERTIFICATE PREPARED BY NEXTITLE, THEIR ORDER NO. NXWA-0121931 AND DATED FEBRUARY 10, 2014, RECORDS EXAMINED TO FEBRUARY 4, 2014, WAS RELIED UPON FOR RECORD ITEMS AFFECTING THIS SITE. ACCORDING TO SAID CERTIFICATE, THIS PROPERTY IS SUBJECT TO THE FOLLOWING EXCEPTIONS:

1. NOT APPLICABLE TO BE SHOWN ON SURVEY.

2. SEWER LATECOMERS AGREEMENT (CD # 04-2745) AND THE TERMS AND CONDITIONS THEREOF IMPOSED BY INSTRUMENT RECORDED: OCTOBER 13, 2009, UNDER RECORDING NO. 4115586.

3. GRANTS AND EXCEPTIONS CONTAINED IN DEED WHEREBY THE FIRST PARTY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS FOREVER, GEOTHERMAL STEAM AND HEAT, ALL ORES AND MINERALS OF ANY NATURE WHATSOEVER, IN OR UPON THE SAID LAND, INCLUDING COAL, LIGNITE, OIL AND GAS, PEAT, INCLUDING COAL, STEAM AND GAS, TOGETHER WITH THE RIGHT TO ENTER UPON SAID LANDS FOR THE PURPOSE OF EXPLORING THE SAME FOR SUCH GEOTHERMAL RESOURCES, ORES AND MINERALS AND FOR THE PURPOSE OF DRILLING, OPENING, DEVELOPING AND WORKING MINES AND WELLS THEREON AND TAKING OUT AND REMOVING THEREFROM, INCLUDING BY SURFACE MINING METHODS, ALL SUCH GEOTHERMAL RESOURCES, ORE AND MINERALS AND TO OCCUPY AND MAKE USE OF SO MUCH OF THE SURFACE OF SAID LAND AS MAY BE REASONABLY NECESSARY FOR SAID PURPOSE; GRANTEE: DRH ENERGY, INC., RECORDED OCTOBER 9, 2006, UNDER RECORDING NO.: 3871396.

4. EASEMENT AND THE TERMS AND CONDITIONS THEREOF: GRANTEE: PACIFIC TELEPHONE AND TELEGRAPH COMPANY, PURPOSE: LINES OF TELEPHONE AND TELEGRAPH AND OTHER COMMUNICATION CIRCUITS, AREA AFFECTED: PORTION OF SAID PREMISES, RECORDED: AUGUST 18, 1936, UNDER RECORDING NO.: 282770.

5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF: GRANTEE: PACIFIC TELEPHONE AND TELEGRAPH COMPANY, PURPOSE: LINES OF TELEPHONE AND TELEGRAPH AND OTHER COMMUNICATION CIRCUITS, AREA AFFECTED: PORTION OF SAID PREMISES, RECORDED: AUGUST 18, 1936, UNDER RECORDING NO.: 282768.

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF: GRANTEE: LENNAR NORTHWEST, INC., A DELAWARE CORPORATION, PURPOSE: ACCESS, LANDSCAPING, RECREATION, INSTALLATION OF A FENCE AND OTHER MATTERS, AREA AFFECTED: PORTION OF SAID PREMISES, RECORDED: JULY 27, 2012, UNDER RECORDING NO.: 4279328. SAID EASEMENT HAS BEEN AMENDED BY THAT CERTAIN INSTRUMENT RECORDED UNDER RECORDING NO. 4306526. THIS EASEMENT AFFECTS LOTS 48-52 OF WOODBURY CROSSING.

7. AGREEMENT TO ANNEX AND THE TERMS AND CONDITIONS THEREOF IMPOSED BY INSTRUMENT RECORDED: MARCH 24, 2006, UNDER RECORDING NO. 3817839.

8. VOLUNTARY AGREEMENT AND THE TERMS AND CONDITIONS THEREOF IMPOSED BY INSTRUMENT RECORDED: MARCH 22, 2007, UNDER RECORDING NO. 3912251.

9. DEVELOPMENT EXPENSE SHARING AGREEMENT AND GRANT OF EASEMENTS AND THE TERMS AND CONDITIONS THEREOF IMPOSED BY INSTRUMENT RECORDED: SEPTEMBER 25, 2008, UNDER RECORDING NO. 4037163 AND 4037164.

10. STORMWATER MAINTENANCE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF IMPOSED BY INSTRUMENT RECORDED: SEPTEMBER 9, 2009, UNDER RECORDING NO. 4109400.

11. COVENANTS, CONDITIONS AND RESTRICTIONS IMPOSED BY INSTRUMENT RECORDED: JUNE 27, 2012, UNDER RECORDING NO.: 4273582.

12. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY THE RECORDED PLAT OF WOODBURY CROSSING.

13. COVENANTS, CONDITIONS AND RESTRICTIONS IMPOSED BY INSTRUMENT RECORDED: SEPTEMBER 25, 2009, UNDER RECORDING NO.: 4112868, INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR ASSESSMENTS LEVIED BY THE COMMUNITY ASSOCIATION. SAID INSTRUMENT HAS BEEN AMENDED BY THOSE CERTAIN INSTRUMENTS RECORDED UNDER RECORDING NOS. 4133874, 4160854, 4243295, AND 4296670.

14-15. NOT APPLICABLE TO BE SHOWN ON SURVEY.

16. EASEMENT AND THE TERMS AND CONDITIONS THEREOF: GRANTEE: PUGET SOUND ENERGY INC., PURPOSE: UTILITY SYSTEMS, AREA AFFECTED: PORTION OF SAID PREMISES, RECORDED: FEBRUARY 6, 2014, UNDER RECORDING NO.: 4379499, AS FOLLOWS:
EASEMENT NO. 1: ALL STREETS AND ROAD RIGHTS-OF-WAY AS NOW OR HEREAFTER DESIGNED, PLATTED AND/OR CONSTRUCTED WITHIN THE ABOVE DESCRIBED PROPERTY.
EASEMENT NO. 2: A STRIP OF LAND 10 FEET IN WIDTH ACROSS THE FRONTSIDES OF ALL LOTS, TRACTS AND OPEN SPACES LOCATED WITHIN THE ABOVE DESCRIBED PROPERTY BEING PARALLEL TO AND COINCIDENT WITH THE BOUNDARIES OF ALL PRIVATE/PUBLIC STREET AND ROAD RIGHTS-OF-WAY.
EASEMENT NO. 3: AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS: THE CENTERLINE OF GRANTEE'S FACILITIES AS CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE HEREIN DESCRIBED REAL PROPERTY, OUTSIDE OF ANY OF THE AREAS DESCRIBED IN EASEMENT AREA NO. 1 OR NO. 2.

NOTES AND RESTRICTIONS:

1. ALL DEVELOPMENT WITHIN THIS PLAT MUST CONFORM TO THE WOODBURY CROSSING MASTER PLAN AND DESIGN CRITERIA AS ADOPTED BY ORDINANCE 6655 AND AS SUCH MAY HEREAFTER BE AMENDED.

2. TRACT S IS A PEDESTRIAN ACCESS TRACT AND IS HEREBY CONVEYED TO THE HOMEOWNERS' ASSOCIATION UPON THE RECORDING OF THIS PLAT. THE HOMEOWNERS' ASSOCIATION IS RESPONSIBLE FOR MAINTENANCE AND LANDSCAPING WITHIN TRACT S.

3. TRACT ZZ IS A FUTURE DEVELOPMENT TRACT.

4. LOTS 108 THROUGH 124, AND LOTS 127 THROUGH 171 ARE "ZERO LOT LINE" SINGLE FAMILY LOTS. RESIDENCES CONSTRUCTED ON LOTS 108 THROUGH 124 SHALL BE AT LEAST TEN (10) FEET FROM EACH OTHER AND AT LEAST TEN (10) FEET FROM RESIDENCES ON ANY OTHER LOT. RESIDENCES CONSTRUCTED ON LOTS 127 THROUGH 171 SHALL BE AT LEAST SIX (6) FEET FROM EACH OTHER AND AT LEAST SIX (6) FEET FROM RESIDENCES ON ANY OTHER LOT.

5. LOTS 125 AND 126 ARE ATTACHED SINGLE-FAMILY LOTS (TWO-UNIT TOWNHOUSE).

6. AS A MEANS OF PROTECTING THE UPPER PERCHED AQUIFER FROM IMPACTS OF THIS PLAT, THE FOLLOWING BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED DURING CONSTRUCTION AND REQUIRED AFTER DEVELOPMENT THROUGH COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&RS):

- HOMEOWNER EDUCATION PROGRAMS REGARDING SENSITIVE AQUIFER AREA
- LOW INPUT PLANTINGS IN COMMON LANDSCAPED AREAS (NATIVE, DROUGHT/DISEASE/PEST RESISTANT PLANTS)
- RESTRICT THE USE OF LAWN CHEMICALS
- EMPOWER THE HOMEOWNERS' ASSOCIATION TO COLLECT A FEE FOR THE STORM POND MAINTENANCE
- PROHIBIT CAR WASHING/VEHICLE MAINTENANCE OUTSIDE OF DESIGNATED AREAS WITHIN THE PROJECT
- PROHIBIT HIGH-RISK USES (DRY CLEANERS, GAS STATIONS, FURNITURE REFINISHING) IN THE COMMERCIAL SPACE
- PROVIDE AN IMPERVIOUS TILL. LINER IN WATER QUALITY POND
- PROVIDE STANDARD COLLECTION AND CONVEYANCE SYSTEM THAT CAPTURES ALL ROOF AND IMPERVIOUS SURFACE RUNOFF
- IMPLEMENT AN INTEGRATED PEST MANAGEMENT PLAN

7. WARNING: THE CITY OF OLYMPIA HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN OR OTHERWISE SERVICE THE PRIVATE ALLEY, ROAD, OR DRIVEWAY WITHIN OR PROVIDING ACCESS TO PROPERTY DESCRIBED IN THIS PLAT.

8. INCREASED STORM WATER RUNOFF FROM THE ROAD(S), BUILDING, DRIVEWAY, AND PARKING AREAS SHALL BE RETAINED ON SITE AND SHALL NOT BE DIRECTED TO ROADWAY DITCHES ADJACENT TO THE SITE.

9. IF SEASONAL DRAINAGE CROSSES SUBJECT PROPERTY, NO FILLING OR DISRUPTION OF THE NATURAL FLOW SHALL BE PERMITTED.

10. THE OWNER AND/OR HOMEOWNERS' ASSOCIATION SHALL MAINTAIN THE PLANTER STRIPS (WEEDING, IRRIGATION, MOWING, ETC.) IN A HEALTHY AND GROWING MANNER IN PERPETUITY.

11. ON EACH AND EVERY LOT THE PLANTING AND MAINTENANCE OF ONE TREE PER 4,000 SQUARE FEET OF LOT AREA WILL BE REQUIRED AS A CONDITION OF THE INITIAL BUILDING PERMIT.

12. THE ARTICLES OF INCORPORATION FOR THE WOODBURY CROSSING HOMEOWNERS' ASSOCIATION ARE ON FILE WITH THE STATE OF WASHINGTON IN OLYMPIA.

13. ROSEWOOD DRIVE WAS FORMERLY KNOWN AS THAYER ROAD.

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF OLYMPIA, A MUNICIPAL CORPORATION, PUGET SOUND ENERGY, COMCAST TELEVISION CABLE COMPANY, CENTURY LINK, THE HOMEOWNERS' ASSOCIATION AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON ALL PUBLIC STREETS AND THE EXTERIOR TEN FEET PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF ALL LOTS AND TRACTS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND PIPE, CONDUIT, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSES OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, SEWER, WATER, STORM DRAINAGE, STREET LIGHTING AND UTILITY SERVICE TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. THESE EASEMENTS ARE NOTED AS "UE" HEREON.

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE LOT OWNERS WITHIN THIS PLAT UNDER AND UPON THE EXTERIOR TEN FEET PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF ALL LOTS, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN PRIVATE LOT DRAINAGE.

THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE OR CABLE TELEVISION SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR CONDUIT ATTACHED TO A BUILDING.



INDEX DATA: NW1/4, NE1/4, SE1/4 & SW1/4 OF SW1/4, SEC. 17, T18N-R2W, W.M.

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SHEET 2 OF 4

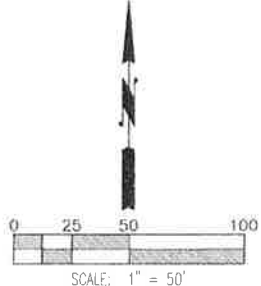
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WOODBURY CROSSING PHASE 2

A PORTION OF THE NW1/4, NE1/4, SE1/4 & SW1/4 OF THE SW1/4, SECTION 17, T18N-R2W, CITY OF OLYMPIA, THURSTON COUNTY, WA.



CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	39.07'	25.00'	89°33'09"
C2	39.47'	25.00'	90°26'51"
C3	39.07'	25.00'	89°33'09"
C4	39.47'	25.00'	90°26'51"
C5	39.07'	25.00'	89°33'09"
C6	39.47'	25.00'	90°26'51"
C7	39.27'	25.00'	90°00'00"
C8	39.27'	25.00'	90°00'00"
C9	39.27'	25.00'	90°00'00"
C10	39.27'	25.00'	90°00'00"
C11	39.27'	25.00'	90°00'00"



- LINETYPE LEGEND:**
- PLAT BOUNDARY
 - LOT LINE
 - ROAD CENTERLINE
 - UTILITY EASEMENT
 - PRIVATE STORM DRAINAGE EASEMENT
 - WATER, SEWER & STORM DRAINAGE EASEMENT (PER PLAT, AFN 4112869)

- LEGEND:**
- FOUND 2" BRASS SURFACE MONUMENT W/PUNCH LS#27328
 - SET 2-1/2" BRASS SURFACE MONUMENT W/PUNCH LS#27328
 - SET 1/2" REBAR W/PLASTIC CAP "BC" 27328"
 - UE UTILITY EASEMENT (SEE "EASEMENT PROVISIONS" NOTE ON SHEET 2)
 - PSDE PRIVATE STORM DRAINAGE EASEMENT (SEE EASEMENT NOTE 1 ON SHEET 2)
 - (M) MEASURED DISTANCE



INDEX DATA NW1/4, NE1/4, SE1/4 & SW1/4 OF SW1/4, SEC. 17, T18N-R2W, W.M.

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SHEET 3 OF 4

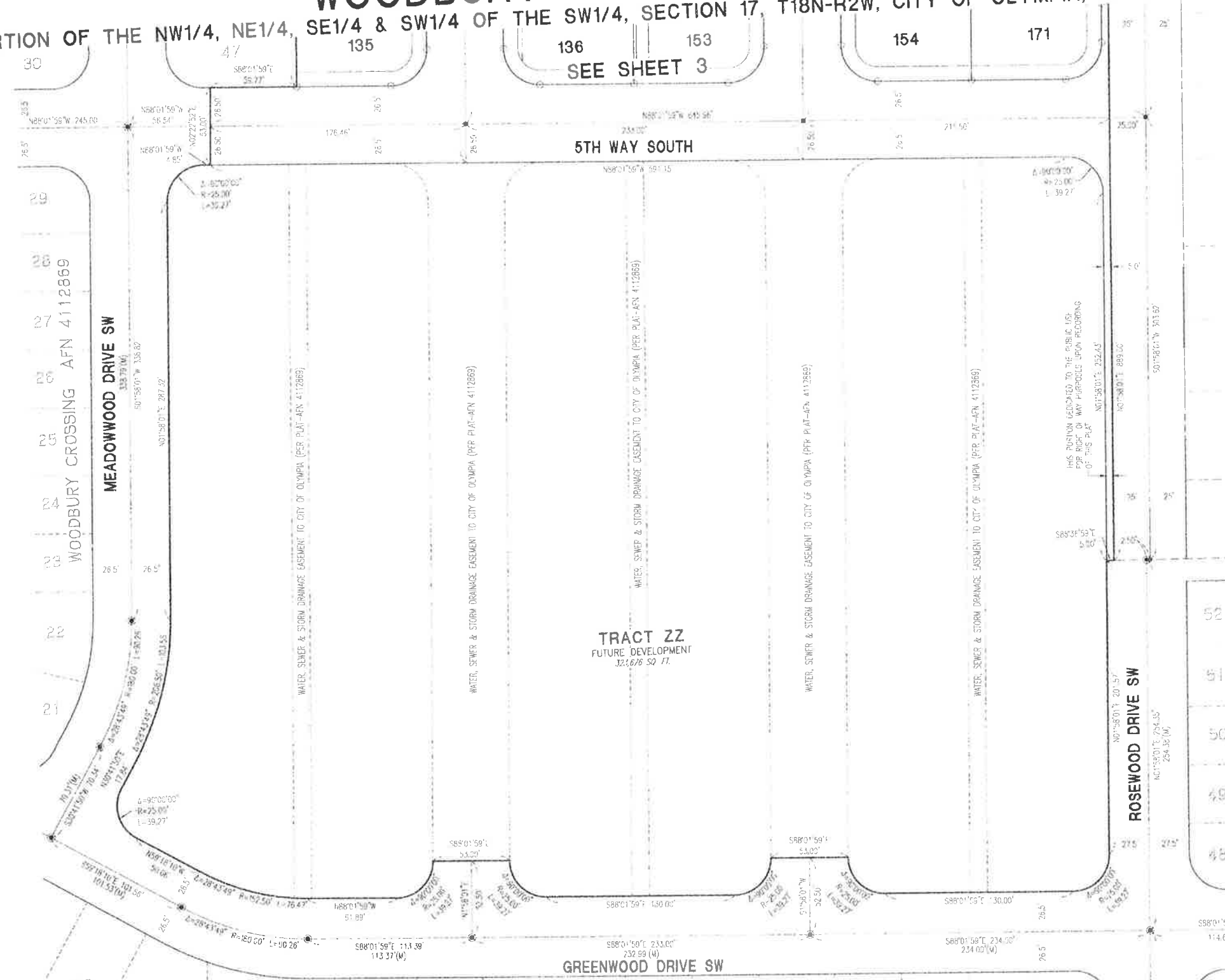
VOLUME PAGE

THIS PORTION REFERRED TO THE PUBLIC USE FOR RIGHT OF WAY PURPOSES UPON RECORDING OF THIS PLAN.

JOB NO. 16205

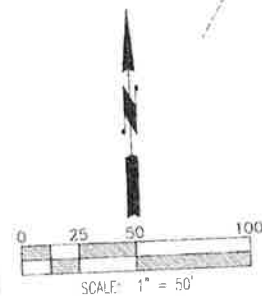
WOODBURY CROSSING PHASE 2

A PORTION OF THE NW1/4, NE1/4, SE1/4 & SW1/4 OF THE SW1/4, SECTION 17, T18N-R2W, CITY OF OLYMPIA, THURSTON COUNTY, WA.



ADDRESSES:

108	4906	4TH WAY SW
109	4902	4TH WAY SW
110	4848	4TH WAY SW
111	4844	4TH WAY SW
112	4840	4TH WAY SW
113	4836	4TH WAY SW
114	4830	4TH WAY SW
115	4826	4TH WAY SW
116	4818	4TH WAY SW
117	4812	4TH WAY SW
118	4806	4TH WAY SW
119	4800	4TH WAY SW
120	4746	4TH WAY SW
121	4742	4TH WAY SW
122	4738	4TH WAY SW
123	4734	4TH WAY SW
124	4730	4TH WAY SW
125	4726	4TH WAY SW
126	4722	4TH WAY SW
127	499	BIRCHWOOD DR SW
128	503	BIRCHWOOD DR SW
129	507	BIRCHWOOD DR SW
130	511	BIRCHWOOD DR SW
131	515	BIRCHWOOD DR SW
132	519	BIRCHWOOD DR SW
133	523	BIRCHWOOD DR SW
134	527	BIRCHWOOD DR SW
135	531	BIRCHWOOD DR SW
136	530	BIRCHWOOD DR SW
137	526	BIRCHWOOD DR SW
138	522	BIRCHWOOD DR SW
139	518	BIRCHWOOD DR SW
140	514	BIRCHWOOD DR SW
141	510	BIRCHWOOD DR SW
142	506	BIRCHWOOD DR SW
143	502	BIRCHWOOD DR SW
144	448	BIRCHWOOD DR SW
145	449	WOODDUCK DR SW
146	503	WOODDUCK DR SW
147	507	WOODDUCK DR SW
148	511	WOODDUCK DR SW
149	515	WOODDUCK DR SW
150	519	WOODDUCK DR SW
151	523	WOODDUCK DR SW
152	527	WOODDUCK DR SW
153	531	WOODDUCK DR SW
154	530	WOODDUCK DR SW
155	526	WOODDUCK DR SW
156	522	WOODDUCK DR SW
157	518	WOODDUCK DR SW
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160	506	WOODDUCK DR SW
161	502	WOODDUCK DR SW
162	448	WOODDUCK DR SW
163	449	ROSEWOOD DR SW
164	503	ROSEWOOD DR SW
165	507	ROSEWOOD DR SW
166	511	ROSEWOOD DR SW
167	515	ROSEWOOD DR SW
168	519	ROSEWOOD DR SW
169	523	ROSEWOOD DR SW
170	527	ROSEWOOD DR SW
171	531	ROSEWOOD DR SW
TRACT S	4736	4TH WAY SW



- LINE TYPE LEGEND
- PLAT BOUNDARY
 - LOT LINE
 - ROAD CENTERLINE
 - UTILITY EASEMENT
 - PRIVATE STORM DRAINAGE EASEMENT
 - WATER, SEWER & STORM DRAINAGE EASEMENT (PER PLAT, AFN 4112869)

- LEGEND:
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 - MEASURED DISTANCE



INDEX DATA NW1/4, NE1/4, SE1/4 & SW1/4 OF SW1/4, SEC. 17, T18N-R2W, W.M.

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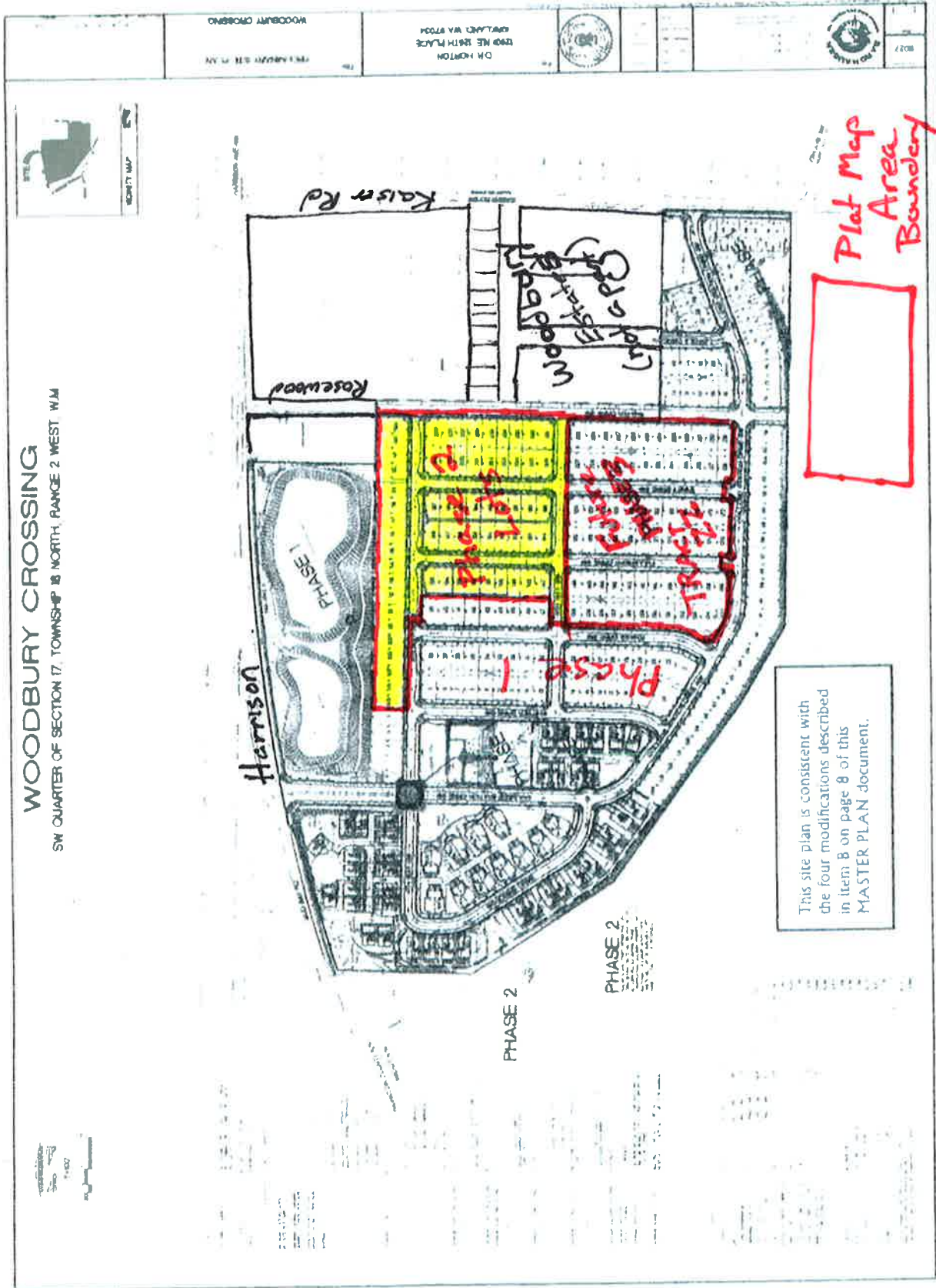
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SHEET 4 OF 4

VOLUME 77/202

JOB NO 16205



LAND USE MAP

Woodbury Crossing Neighborhood Village

**CONSOLIDATED CONDITIONS OF APPROVAL OF PRELIMINARY PLAT OF
WOODBURY CROSSING (AKA COLLEGE STATION)**

Consolidating Examiner's Decision of March 30, 2006, as modified by staff decisions of November 3, 2006, and August 24, 2007; Examiner's decision issued January 23, 2008 and City Councils November 19, 2013 Phase 1 Plat Amendment. [Note that numbers 1 through 6 related to the Master Plan Approval and not directly related to individual Phases and that *Staff comments* are **highlighted in bracketed italics**. Finally, note that pursuant to the County Examiner's decision, most references to Thurston County should now be read as references to the City of Olympia.]

Preliminary Plat Conditions:

General Conditions

7. The Applicant shall pay school impact mitigation fees to the Olympia School District in accordance with condition #1 of the MDNS of November 23, 2005. (MDNS Condition #1: To mitigate direct impacts upon school capacity and in lieu of construction of necessary school building capacity by the applicant, prior to approval of the final plat of each phase of the project, the applicant shall pay to the Olympia School District the sum of at least \$4,336 per single-family housing unit, and \$3,183 per multi-family or other housing unit. Should such plat be annexed to the City of Olympia or otherwise be subject to impact fees of the Olympia School District, the applicant may with the written consent of the District elect to pay such impact fees as may then be applicable to each housing unit in lieu of payment prior to final plat approval. (See Wolpert letter of September 19, 2005, and Thurston County Capitol Facilities Goal 2, Objective A, Policy 1.)) ***[The applicant has elected impact fee payments.]***

8. The Applicant shall pay parks and recreation impact mitigation fees to the City of Olympia in accordance with condition #2 of the MDNS of November 23, 2005, and construct private neighborhood park facilities in accordance with said condition. (MDNS Condition #2: To mitigate direct impacts to the parks and recreation facilities of the City of Olympia and in lieu of acquisition and construction of necessary parks and other recreation facilities, prior to approval of the final plat of each phase of the project, the applicant shall pay to the City of Olympia at the Olympia Community Planning and Development Department the sum of at least \$2,073 per single-family unit, \$1,277 per multi-family or townhouse unit, and \$1,427 per duplex unit. These fees include a 'credit' for private neighborhood park facilities proposed to be included within the project. Such facilities must include maintenance provisions consistent with the applicant's letter of November 17, 2005, and be of content and quality consistent with the attachment to Jonathan Turlove's letter of March 23, 2005. Further, should the applicant elect or be required to construct or fund public trails consistent with the capital facilities plans of the City or County, the Master Plan approval may provide for such reduction in trail-associated fees as deemed appropriate by the decision-maker. Should such plat be annexed to the City of Olympia, the applicant may with the written consent of the City elect to pay such impact fees as may then be applicable to each housing unit in lieu of payment prior to final

plat approval. (See Turlove letter of May 23, 2005, and Olympia/Thurston Joint Plan Parks Goal 8 and Policies 1.4 and 4.7.)) ***[The applicant has elected impact fees.]***

9. Prior to issuance of any development permits, the project grading and clearing plan shall be revised to conform to the tree preservation recommendations and proposals contained in the Tree Plan (Exhibit 1, Attachment S). ***[The clearing and grading was completed prior to Phase 1 final plat approval and conforms.]***
10. Prior to issuance of grading and clearing permits, the Applicant shall submit a detailed assessment of tree preservation potential within the multi-family and commercial lots of the plat consistent with the requirements of *TCC 17.25.400(6)(b)*. Trees in areas identified as appropriate for preservation shall be protected during construction by means deemed appropriate by Staff. ***[The clearing and grading was completed prior to Phase 1 final plat approval and conforms.]***

Condition #2 of First Modification: In reviewing the proposed modification, the staff found the applicant's initial tree plan failed to note the presence of healthy and wind-firm ponderosa pines and associated trees in the vicinity of Highway 101, which could be retained. These trees are to be accorded protection under the applicable standard *TCC 17.25.400(D)(5)(d)*. (The Examiner's decision cites *TCC 23.05A.120* as the applicable standard. According to Mike Kain, Thurston County Planning Manager, the staff misled the Examiner with respect to the single-family areas of the project and the former is the correct standard.)

Accordingly, the applicant shall, at minimum, preserve those ponderosa pines in accordance with the analysis and recommendations of Joe Roush, Olympia Urban Forester, as post scripted below. Such preservation may be achieved in part by relocating open space tract P, which included no trees proposed for preservation and by modification of proposed lots and street forms in the vicinity. To achieve the required preservation prior to construction activity in that vicinity of the site, the applicant shall identify the specific location and evaluate such trees and provide a report from a qualified expert recommending measures necessary to achieve preservation. ***[Done. Subject trees have been retained, but are not in phase two of the plat.]***

Condition #3 of Second Modification: In lieu of installation of seating and other amenities in former Tract D as required by the Examiner's decision, such amenities shall be installed, at the applicant's discretion, in either Tract I or G. ***[Not a part of Phase 2. Applicant has indicated willingness to so amend approved landscaping plan.]***

Condition #4 of Second Modification: Proposed "open space tract P" at the northwest corner of the site shall be designated a 'tree preservation tract' and shall include at minimum that area shown on the attached exhibit A – being that alternative submitted by the applicant on August 10, 2007. Said Exhibit does not illustrate all trees within the tract and this approval does NOT constitute approval to remove trees. Any tree removal shall be by separate written approval of the Olympia urban forester following a hazard trees assessment. To achieve protection of trees within this and other tree tracts, no area within the tracts may be graded, filled, cleared or otherwise disturbed [except] following specific written approval by the governing authority. See Thurston County

Code (TCC) 17.25.400(D5) and TCC 23.05A.120. The final plat shall include a note so indicating. (In addition, to ensure adequate area for maintenance of any retaining walls or other boundary structures, and to protect trees within Tract P, limitations may be imposed upon development of Tract QQ in accordance with that e-mail of August 1, 2007, from Olympia Forester Joe Roush to Jon Nelson, Land Entitlements Director, e.g., a two-foot separation between the tract and the wall may be required..) (Note that the proposed trail extending westerly from 4th Way to the adjacent parcel may be incorporated into Tract P.) ***[Tree Tracts were renumbered A, D and F are recorded in Phase 1 Plat Map.]***

Condition #5 of Second Modification: The location and dimensions of open space tract Q is approved; however, such shall be designated a 'tree preservation tract.' Such tract shall not be graded or cleared except as minimally necessary in the judgment of the County Engineer for the construction of Cornell Way and other adjacent improvements. ***[No Tree Tract is not within phase two of the plat.]***

Condition #6 of Second Modification: To protect trees within Tract Q and within nearby Department of Transportation right-of-way, grading shall be limited within that portion of Tract K adjacent to Tract Q and northwesterly therefrom for a distance of fifty (50) feet. ***[Conforms to date - tract Q is not within phase one of the plat.]***

11. A final detailed landscaping plan for all common areas consistent with the Landscape Master Plan (Exhibit 1, Attachment R) shall be submitted and approved by Thurston County Community Development Services Staff prior to final plat approval. The final landscape plan shall provide the following:
 - A. Retention of existing trees or the planting of new trees on individual residential lots at a rate of one (1) tree for every four thousand (4,000) square feet of lot area.
 - B. Compliance with the submitted Tree Protection Plan dated April 5, 2005, prepared by Washington Forestry Consultants, Inc.
 - C. Soil amendments, temporary irrigation, and performance financial sureties as deemed necessary by Staff to ensure survival up to three years after planting.
 - D. Fencing consistent with stormwater system design standards, and shall include specific proposed forms, locations and colors.
 - E. Open space Tract D shall include seating in accordance with the proposed design guidelines.

Any conditions, improvements, or maintenance requirements associated with the final' landscaping plan shall be referenced on the final plat. Tree tracts J, K, O, and P shall be identified on the final map. ***[Detailed landscaping plan approved subject to certain corrections and Financial guarantee offered for all landscaping as part of Phase one. The same is true for new Tract S in Phase 2.]***

12. Prior to final approval of phase one, the proposed six-foot fence along the east boundary of

open space Tract K (where Tract K abuts the Evergreen Parkway right-of-way) shall be constructed as shown on the preliminary site plan. ***[Not a part of Phase 2. Fence included in detailed landscaping plan location was corrected – and included in financial guarantee as part of Phase 1.]***

13. The final plat of phase one shall include a note indicating that development of Tract A shall include a food store and a residential component, consistent with applicable development and land use zoning codes. ***[Not a part of Phase 2. Phase 1 recorded final plat map contains this restriction.]***

Roads and Transportation Services

14. Prior to final plat approval of Phase I, the following Roads and Transportation Services conditions shall be satisfied:

- a. The Applicant shall pay transportation impact mitigation fees to Thurston County as set forth in condition #3 of the MDNS of November 23, 2005. MDNS Condition #3: To mitigate impacts to the road system of Thurston County and in lieu of construction of necessary improvements, prior to approval of the final plat of each phase of the project the applicant shall pay to Thurston County the pro-rata share of a total sum of \$14,084. (See Davis e-mail of November 4, 2005, and associated worksheet, and Thurston County Transportation Policies 2.1, 2.2, and 2.3.) ***[Fee paid with Phase 1.]***
- b. The Applicant shall widen the northbound off-ramp of Evergreen Parkway to Mud Bay Road as set forth in condition #4 of the MDNS of November 23, 2005. MDNS Condition #4: To mitigate impacts to the road system of Thurston County and the highway system of the Washington Department of Transportation, prior to approval of the final plat of the first phase of the project, the applicant shall widen the existing Evergreen Parkway northbound off-ramp to Mud Bay Road to two lanes by construction resulting in a left and a right-turn lane. The applicant proposes a widened length of 240 feet, the actual length of this widening shall be at the sole discretion and judgment of WSDOT. To facilitate the associated east bound turning movement for capacity and safety purposes, the standard channelization improvements along Mud Bay Road shall be extended westerly to connect to this off ramp. Such extension shall include a curb and all necessary pavements between the curb and centerline, and such re-striping as is necessary on either side of Mud Bay Road. (See Severson letter of May 3, 2005, and Thurston County Transportation Goal 1, Objective A, Policies 6 and 7, and Objective B, Policy 2, and Olympia/Thurston Joint Plan Transportation Policies 2.1, 2.2, and 2.3.) ***[Constructed to satisfaction of WSDOT prior to Phase 1.]***
- c. The Applicant shall pay transportation mitigation fees to the City of Olympia as set forth in condition #5 of the MDNS of November 23, 2005. MDNS Condition #5 is: To mitigate impacts to the street system of Olympia and in lieu of construction of necessary improvements, prior to approval of the final plat of each phase of the project the applicant shall pay to the City of Olympia at its Community Planning and Development Department the sum of \$1,055 for each single-family lot, \$641 for each

potential multi-family unit, and \$3.71 per square foot of potential commercial floor area. These fees represent a proportionate-share contribution for all City of Olympia Capital Facilities Plan (CFP) projects that are impacted by this project. The proportionate-share cost is based on the percent of project traffic that enters the project limits of each CFP project and is applied to the developer funded portion of the cost of the improvement. These per unit fees result in a total project transportation mitigation fee payable to the City of Olympia of about \$385,000. Should such plat be annexed to the City of Olympia, the applicant may with the written consent of the City elect to pay such impact fees as may then be applicable to each housing unit or commercial building in lieu of payment prior to final plat approval. (See Dower letter of May 10, 2005, and associated worksheet, and Thurston County Transportation Goal 1, Objective A, Policies 6 and 7, and Objective B, Policy 2, and Olympia/Thurston Joint Plan Transportation Policies 2.1, 2.2, and 2.3.) ***[Payment not received. Applicant elected to pay and continues to pay City impact fees as previously agreed by parties.]***

- d. The Applicant shall install or provide financial surety for a temporary traffic signal at the intersection of Mud Bay Road and Kaiser Road as set forth in condition #6 of the MDNS of November 23, 2005, unless the City of Olympia has entered contracts for the installation of the signal with another party. MDNS Condition #6: The proposed project will have significant impacts upon the capacity of the intersection of Mud Bay Road and Kaiser Road (aka Harrison Avenue) and probably will result in failure of the intersection to conform with the adopted level of service. The City of Olympia has secured funds to install a traffic signal at this intersection. Should the applicant seek final plat approval for any phase of the project prior temporary traffic signal prior to such final plat approval. The applicant may, with the written consent of the City, elect to provide financial surety in lieu of installation of such signal prior to final plat recording. Should such temporary signal be installed, the SEPA mitigation fees of condition 5 above will be adjusted to the extent any associated improvements installed by the applicant can be utilized in the ultimate Olympia Capital Facilities project. (See Dower letter of May 10, 2005, and Thurston County Transportation Goal 1, Objective A, Policies 6 and 7, and Objective B, Policy 2, and Olympia/Thurston Joint Plan Transportation Policies 2.1, 2.2, and 2.3. ***[The traffic signal at te corner of Harrison and Kaiser was constructed.]***)
15. All right-of-way dedications and frontage improvements associated with Mud Bay and Kaiser Roads shall be completed prior to final plat approval of Phase I. Road improvements shall be consistent with the approved road plans, the City of Olympia Development Guidelines, and applicable Thurston County road standards. ***[Completed with Phase 1.]***
16. Prior to final plat approval of Phase I, the Applicant shall construct a safe-walking route for students between the plat entrance on Mud Bay Road and McLane Elementary School. The final design of the safe-route (including path layout and surface material) 'shall be negotiated' between the Olympia School District, the City of Olympia, and the Applicant. The safe-walking route shall be consistent with adopted standards and approved by either Thurston County or the Washington Department of Transportation, depending on which

agency has right-of-way control. ***[Constructed to existing walkway at Delphi Road with Phase 1.]***

17. Prior to final plat approval of Phase I, the Applicant shall construct the proposed transit stops on Mud Bay Road in a form and location satisfactory to Intercity Transit. The transit stops may include roadway improvements deemed necessary by County Staff to ensure a safe pedestrian crossing of the roadway. Prior to final plat approval of the last phase of College Station, the Applicant shall install shelters at both transit stops in a form satisfactory to Intercity Transit. All transit shelters shall comply with the design standards of the master plan and *TCC 21.50*. If the shelters installed are not of a standard design, their maintenance may be the responsibility of the College Station Homeowner's Association, or others, per the approval of Intercity Transit. Condition #7 of Second Modification: The general relocation of transit stops from Mud Bay Road to College Station Drive is approved pursuant to e-mail of May 23, 2007, from Intercity Transit. However, specific location and form of the relocated transit stops is subject to review and written approval by the County Engineer. ***[New location within village center approved by IT and easement provided with Phase 1 Plat Map – recording number 4111350.]***

18. The proposed roadway design shall conform to the 1999 Thurston County Road Standards, the City of Olympia standards, and City of Olympia Development Guidelines. The Applicant may be required to install traffic calming devices on the neighborhood collector streets and alley radii. The need for traffic calming measures shall be determined by reviewing Staff at the time of final engineering approval. Thayer Drive improvements shall include a transition to the east at its northerly terminus to provide for future extension without encroachment into the adjacent stormwater facility. The transition shall not require the Applicant to obtain right-of-way from neighboring properties east of Thayer Road. ***[Completed are part of Phase one.]***

Condition #2 of Second Modification: Tract OO shall be extended westerly to connect to Thayer Drive. Proposed dedication to the public of alleys east of Whittier Drive and west of Thayer Drive is approved subject to conformance with alley design standards of the City of Olympia. Acceptance of that alley denoted as "Tract MM" and any other alleys outside of the area described above will be at the discretion of the County Engineer during final plat review (or City Engineer, if following annexation). ***[Done. City Engineer approved public alleys in Phase One. There are no additional alleys in Phase 2.]***

19. Proposed utility work within the Thurston County Right of Way shall conform to the 1999 Thurston County Road Standards and Chapter 13.56 Thurston County Code. ***[Conforms.]***
20. Pursuant to Title 18.24 Thurston County Code, the Applicant shall execute an agreement and provide a financial security to assure successful operation of the required improvements (i.e., roads, sidewalks, illumination, landscaping, etc.) prior to Phase I final plat approval. [Improvements not covered by this agreement are water, sewer and stormwater facilities. These are addressed either by separate county ordinance or in the case of the water and sewer utilities by the City of Olympia.] ***[Financial guarantee provided in Phase 1.]***

[CONDITIONS 21 THROUGH 23 REMOVED WITH THE FINAL MASTER PLAN APPROVAL DECISION.]**Utility Conditions**

24. Placement of utilities within the County right-of-way requires a Franchise Agreement with Thurston County pursuant to Title 13.56 TCC. This agreement shall be executed with Thurston County prior to Phase I final plat approval. ***[Not applicable due to annexation.]***
25. The proposed water and sewer system shall be designed in accordance with the standards and specifications of the City of Olympia. All water and sewer plans must be reviewed and approved by the City of Olympia prior, to installation. ***[Done.]***
26. Based on the proposed sewer plan, each Phase of the development shall include the extension of sewer mains outside of the phase limit to provide sewer to individual lots. Easements shall be provided over the proposed street right of ways of the future phases. ***[Done.]***
27. Prior to final plat approval of each phase of the master plan, all-weather access roads at least 15 feet wide shall be constructed to each manhole outside of the paved sections. ***[Done.]***
28. The Applicant shall provide a sewer basin study to the City at the time of engineering submittal. ***[Done as part of Phase 1.]***
29. The parcel of land proposed for the sewer lift station (Tract R) shall be a fee simple property dedicated to the City of Olympia. The Tract shall be large enough to encompass all components of the lift station and required storage. ***[Done. The sewer lift station is on Tract C of recorded Phase 1 Plat Map]***
30. In accordance with *OMC 13.04.240* - Water service outside city limits and *OMC 13.08.180* - Sewer service outside city limits, the Applicant shall execute a power of attorney for future annexation in a form acceptable to the City, prior to Phase I final plat approval. The language of the power of attorney shall be agreed by the parties. ***[Done and site annexed.]***
31. In compliance with the Water Comprehensive Plan to supply water to this project, the Applicant shall install 8" mains looping and connecting to existing mains as conceptually shown in the approved utility plan. (sheet C2 Overall Water Main Plan of July 22, 2005 submittal.) The Applicant may be required to loop the water main to another source to provide for redundancy and pressure, to be determined by the Utility at the time of final plan review. An analysis of the system shall be submitted along with the improvement plans that show that water will be supplied at acceptable volumes, pressures, and velocity for domestic use and in case of fire. All system improvements shall conform to the requirements of the Washington State Department of Health, the Coordinated Water System Plan, the City of Olympia Water Comprehensive (Master) Plan, and the Olympia Fire Department. The project shall fully comply with City of Olympia water system standards. ***[Done.]***
32. Each Phase of the plat shall provide looping of the water main and easements over the water main in proposed street right of ways of future phases. ***[Done.]***

33. All water main easements shall be 20 feet in width and centered on the pipeline. *[Done.]*
34. In order to ensure protection of the Allison Springs Wellhead Protection Area, the covenants, conditions, and restrictions (CC&Rs) for the plat shall include the following information:

Covenants, Conditions, and Restrictions for College Station Subdivision

The property is located within the Allison Springs Wellhead Protection Area and is in a high aquifer sensitivity area. These areas are designated by local planning authorities as sensitive to groundwater contamination. Within these areas, certain landscaping practices are necessary to establish healthy soils on residential lots, capable of infiltrating stormwater and supporting healthy plants and lawn areas with lower pesticide, fertilizer, and water use. These practices will help preserve drinking water quality for the City of Olympia.

Specifically, in all landscaped areas of the subdivision including lots, planting strips, common areas, and open spaces that are not undisturbed tree tracts, the following landscape installation practices shall be followed:

- Reapply native topsoil taken from within project limits to at least a 3-inch depth.
- On top of topsoil, a blanket application of at least 3 inches of WSDOT Type 2 or comparable compost shall be applied.
- All areas planted with shrubs, trees, or groundcovers shall be covered with a 3-inch application of bark mulch.
- The use of chemical pesticides, herbicides, or fertilizer is prohibited. Instead, organic fertilizer shall be used for all landscape installations including turf grass.
- All landscape planting, including that on individual lots, if planted by developer, shall incorporate at least 75 percent drought tolerant and native plants.

The developer shall install one groundwater monitoring well meeting City of Olympia specifications for design and location.

The developer shall allow the City of Olympia to install up to three educational signs in common areas and open spaces that educate residents on how to protect groundwater quality. The developer shall provide all new homebuyers with material provided by the City of Olympia that describes proper landscaping and home maintenance practices when living within a wellhead protection area.

A list of compost, bark, and fertilizer suppliers is included for convenience. This list is not meant to be exclusive.

Compost

Cedar Grove
17825 Cedar Grove Rd SE
Maple Valley WA 98038
Contact: Jamie Burke
(253) 691-7281
Cell (425) 228-6384

Northwest Organics
17844 120 SE
Renton WA 98058
Contact: Dean Heunisch
Office (425) 271-3010

Organic Fertilizer
Professional Turf Center
Laura Strehlau 360 730-1357

DF Marks Company
Renee Rhodes 800 767-3802

Simplot Partners
www.simplotpartners.com
Dan Dearing (877) 221-6491

UAP/Pacific/United Horticultural Supply
www.uhsonline.com
Mike Peterson (253) 351-6432.

[Done CC&R's have been recorded.]

35. All sewer system improvements shall conform to the current requirements of the City of Olympia Comprehensive (Master) Sanitary Sewer Plan, Thurston County Health Department, Department of Ecology (DOE), and Washington State Department of Health (DOH). Prior to utility installation, the Applicant shall make the following changes to the proposed sanitary sewer main extensions and connections as shown on the Overall Sanitary Sewer Plan Sheet C17 of July 22, 2005 submittal:

A. Based on the proposed sewer plan, each Phase of the development will require the extension of sewer mains offside of the phase limit to provide sewer to individual lots. Easements shall be provided over the proposed street right of ways of the future phases.

[Done.]

B. Prior to final plat approval of each phase, all weather access roads at least 15 feet wide, shall be provided to each manhole outside of the paved sections. ***[Done.]***

C. The Applicant shall provide a sewer basin study to the City at the time of engineering submittal. ***[Done.]***

D. The Tract proposed for the sewer lift station shall be dedicated in fee simple to the City Of Olympia. The Tract shall be large enough to encompass all components of the lift station and required storage. ***[Done.]***

36. Prior to issuance of building permits for residences or commercial buildings, all water mains, hydrants, and all crossings of roadways by utilities shall be completed and accepted by the

Utility. *[Utilities accepted in Phase 1 and Phase 2.]*

Stormwater

37. The stormwater management system shall satisfy, at a minimum, the requirements of the 1994 Thurston County Drainage Design and Erosion Control Manual and Title 15.05 Thurston County Code. *[Done prior to Phase 1.]*
38. The final plat map shall delimit a boundary within Tract 0 between the area dedicated as stormwater tract and the area dedicated as tree tract. The area of Tract 0 identified as tree tract must, in combination with the areas of Tracts J, K, and P, satisfy the minimum tree tract set aside requirement (5% of total site area) in *TCC 1 7.25.400*. *[This condition was satisfied with the Phase 1 approval. Tree Tract area exceed the 5% requirement.]*
39. The Applicant shall place the rim elevation of the sanitary sewer lift station at elevation 148.0 minimum. (The drainage report shows that a 50 percent reduction in infiltration rate results in a flood elevation of 147.) *[Done.]*
40. Within the proposed storm ponds, all interior pond slopes greater than 3:1 shall be protected with fences. *[Approved with Phase 1. No slopes greater than 3:1.]*
41. Prior to final plat approval, the Applicant shall provide a detailed a landscaping plan for the stormwater facility. *[Done and accepted as part of Phase 1.]*

Health Conditions

42. To limit impacts to area residents, construction activity prior to final plat approval shall be limited to 7 a.m. to 6 p.m. as described in the Applicant's environmental checklist. *[Complied during phase 1 and phase 2 construction.]*
43. Prior to issuance of grading permits, the Applicant shall submit a description of solid waste, debris, and other refuse present on the site with a proposed disposal plan. Prior to final plat approval of Phase I, all refuse and other debris present on the entire site shall be removed and disposed of in accordance with solid waste disposal standards. *[Done.]*
44. Prior to final approval of each phase, the Applicant shall provide the Health Department with confirmation from the City of Olympia of final water and sewer construction. *[The Health Department recommends approval of Phase 2.]*
45. Prior to each final plat approval, the Applicant shall provide a written proposed method of IPMP distribution to future homeowners. This method must be reviewed and approved by the Thurston County Environmental Health Division. *[Revised IPMP was recorded with CCR's and each homeowner should receive a copy of the CCR's with the title report prior to purchase of a Lot.]*
46. In order to ensure the protection of groundwater, the Applicant's proposed best management practices found in Exhibit 1, Attachment I, Tab 1 and Finding #32 shall be included in a note

on the face of all final plats and shall be incorporated into the CC&Rs for all phases of project development. *[Done with phase one CCR's and on Phase 2 Plat Note 6 on Sheet 2.]*

General Conditions

47. Except as conditioned by this decision, the Applicant shall install improvements as depicted on the approved preliminary plat map and associated documents. With respect to lot layout, the preliminary plat shall be controlling. With respect to improvements, the associated plan set shall be controlling. The lot layout and installed improvements shall not deviate from the approved plans in any way except as modified by these conditions of approval or as may be modified by the Thurston County Community Development Service Department. *[Done.]*
48. All required major improvements shall be constructed prior to final plat application and shall be completed prior to final plat approval. Prior to requesting final plat approval, the Applicant shall either install any required minor improvements or execute and file with the County an agreement with surety specifying the period within which required improvements shall be completed. *[Done.]*
49. Operations and maintenance agreements for all public improvements shall be in place, approved by the County, and/or ensured by a guarantee through the appropriate surety approved by the County before final approval. The amount of the bonding will be 125 percent of the construction cost. *[Done.]*
50. Notice of required off-site improvements shall be provided by first class mail by the Applicant to all adjacent property owners in accordance with Olympia Public Works Department practices at least 30 days prior to commencing construction of such improvements. *[Done as part of construction with Phase 1.]*
51. All proposed limits of clearing shall also be limits of grading. The limits must be staked and fenced prior to issuance of grading permits. *[Done as part of Phase 1.]*
52. The proposed grading or site work shall conform to Appendix J of the International Building, Title 14.37 of the Thurston County Code and 1994 Drainage Design & Erosion Control Manual. *[Don as part of Phase 1.]*
53. Prior to final plat approval, a homeowners' association shall be created. All open space and access tracts within the master planned development, except Tracts A and R, shall be deeded to the homeowners' association. Tract R shall be deeded to the City of Olympia. Tract A shall be re-designated as a "lot" for village center purposes. The homeowners' association shall be responsible for the maintenance of the stormwater system, including the storage, treatment, and retention areas, and with the maintenance of all private alleys. *[Done. The Homeowners Association was incorporated as part of the Phase 1 final plat map. All tracts conveyances and dedications were completed with Phase and required tract "S" shall be conveyed upon the recording of the Phase 2 final plat map. The CCR's contain language requiring the HOA to maintain these tracts. A copy of the CCR's is on file with the City.]*

54. The final plat map shall clearly indicate all utility easements that are required for telephone, electric, gas, cable, and other services. Prior to final plat approval, the Applicant shall furnish the County with copies of all easements and dedications that are required by each service utility company. ***[Done.]***
55. Prior to final plat approval, permanent survey control monuments shall be placed to establish all public street centerlines, intersections, angle points, curves, subdivision boundaries, and other points of control. ***[Done]***
56. The final plat map shall note or delineate the following:
- A. WARNING: Thurston County has no responsibility to build, improve, maintain, or otherwise service the private alley, road, or driveway within or providing access to property described in this plat. ***[The condition was revised to reflect City of Olympia as noted on Plat Note 7 on Sheet 2.]***
 - B. Increased storm water runoff from the road(s), building, driveway, and parking areas shall be retained on site and shall not be directed to roadway ditches adjacent to the site. ***[Done as noted on Plat Note 8 on Sheet 2.]***
 - C. If seasonal drainage crosses subject property, no filling or disruption of the natural flow shall be permitted. ***[Done as noted on Plat Note 9 on Sheet 2.]***
 - D. The final plat map shall depict access restrictions by showing a “no access strip, written and hatched, along the Mud Bay Road and Kaiser Road frontages. ***[Approved as part of Phase 1 and not applicable to Phase 2.]***
 - E. Storage requirements for runoff from buildings and parking surfaces shall be shown on individual lots or tracts, including drywell sizing or storm drain connection points, on the face of the final plat map. ***[Done by easements – all stormwater conveyed to pond.]***
 - F. The owner/homeowners’ Association shall maintain the planter strips (weeding, irrigation, mowing, etc.) in a healthy and growing manner in perpetuity. ***[Done.]***
57. The owner and/or homeowners’ association shall be responsible for the operation and maintenance of the streetlights until the property is annexed to the City of Olympia. ***[Site annexed on 10/9/07.]***
58. Pursuant to Section 2.13 of the Thurston County Road Standards, payment of the off-site traffic mitigation required in the 11/23/05 Mitigated Determination of Non-significance is required prior to final plat approval. Timing of such payments to the other jurisdictions may be altered upon agreement with the respective jurisdiction and Thurston County. ***[Applicable fees were paid and impact fees will continue to be assessed at the time of building permits.]***

59. All phases of the plat shall be constructed in the order proposed, or as modified by this approval. ***[Phase one and two complies as described above.]***
60. Prior to final plat approval, the Applicant shall provide a certificate of title to all areas being platted, including resolution of any claims or clouded title resulting from encroachments by fences, ownership associated with Washington State Department of Transportation right-of-way, and facilities of the McLane Fire Station. ***[Plat certificate provided prior referenced encroachments resolved with Phase 1. However, new encroachments were constructed and Lennar was required to relocate fence encroachments on Phase 2 Lots 127 – 132 back onto Phase 1 Lots 39 – 45.]***
61. Lot and block numbering shall be revised on the final plat to conform to City and County standards. ***[Done.]***
62. All development within the village center shall be in compliance with all applicable drainage, roads, traffic, and health standards. ***[Village center platted with Phase 1 and not yet developed.]***
63. If any existing wells or on-site sewage systems are encountered during construction of this development, they must be properly abandoned and/or decommissioned per the requirements of Article IV of the Thurston County Sanitary Code and the Washington State Department of Ecology. In the event that wells or septic systems are discovered, abandonment permits would be required and documentation of abandonment must be submitted prior to final plat approval. ***[No wells or on-site sewage systems discovered.]***
64. All development on the site shall comply with the approved master plan. Any alteration of this site plan will require approval of a new or amended master plan. Thurston County Development Services Staff will determine if any proposed amendment is substantial enough to require Hearing Examiner approval. ***[Complies with master plan and subsequent modifications approved.]***
65. Pursuant to TCC Title 18.24, the Applicant shall execute an agreement and provide a financial security to assure successful operation of the required improvements (i.e., roads, sidewalks, illumination, landscaping, etc.) prior to final approval. Improvements not covered by this agreement are water, sewer and stormwater facilities. These are addressed either by separate county ordinance or in the case of the water and sewer utilities by the utility purveyor. ***[Financial guarantee provided.]***
66. Thurston County Environmental Health fees associated with the review of this project, if any, shall be paid prior to final plat approval. ***[Phase 2 final plat approved by the Health Department.]***
67. Approval does not relieve the Applicant from compliance with all other local, state, and/or federal approvals, and/or laws necessary to conduct the development activity for which this permit is issued. Any additional permits and/or approvals shall be the responsibility of the

Applicant. *[Duly noted by applicant.]*

November 19, 2013 Approved Phase 1 Plat amendment.

1. If one or more lots are sold, the final plat map shall include signatures of all property owners within the plat whose lot boundaries would be altered or affected by the replat. And that a title report or plat certificate, showing the names of all persons with a real or possessory interest in the plat whose lot boundaries would be affected by the replat and any restrictions encumbering the land, shall be submitted with the Final plat map. ***[Done]***
2. The applicant shall submit an amended final plat map Sheet 11 of 13 for City Council action that :
 - Converts Phase I Lots 67 and 74 to zero lot detached single family (from the existing two unit townhouse); by Increasing Lot 74 width from 35.55 feet to 40 feet and decreasing lot 73 width by 4.45 feet to 30.99 feet (as further discussed in IV.b below)
 - Relocate shared wall lines on lots 67 – 74; and
 - Revises the “Note” narration at the bottom of the sheet accordingly.

[Done]

3. The applicant shall submit an amended final plat map Sheet 4 of 11 for City Council action that revises notes and Restriction # 11 to accurately reflect the amendments on Sheet 11 of 13. ***[Done]***
4. Future Phase 2 Lots 122 & 123 shall be designated, platted and constructed consistent with this Decision as Single-family Townhouse attached. ***[Done. The Lots are in the same location as on the Amended Master Plan and were renumbered to Lots 125 and 126 in Phase 2.]***

City of Olympia

City Council

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

Acceptance of a Grant in the Amount of \$183,070 from the State Department of Commerce for Installation of Solar Panels on City Hall

Agenda Date: 5/6/2014

Agenda Number: 4.K

File Number: 14-0456

File Type: decision

Version: 1

Status: Consent Calendar

..Title

Acceptance of a Grant in the Amount of \$183,070 from the State Department of Commerce for Installation of Solar Panels on City Hall

..Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to accept a grant in the amount of \$183,070 from the Department of Commerce's Energy Efficiency and Solar Grant Program, and authorize the City Manager to sign necessary documents to receive and spend the funds.

..Report

Issue:

Whether to accept the grant.

(Note: there is a companion staff report on First Reading requesting approval to appropriate project funds.)

Staff Contact:

Debbie Sullivan, Deputy Public Works Director, 360.753.8494

Presenter(s):

None - consent calendar.

Background and Analysis:

(Note: This is the same background information contained in the staff report requesting appropriation of the project funds, which is a separate Consent Calendar/Other Business item.)

In January 2014, Public Works applied for a solar grant through the Washington State Department of Commerce (Commerce). Commerce notified the City we were awarded a grant for \$183,070. The City received one of eleven solar grants awarded statewide. The goal of Commerce's Energy Efficiency and Solar Grants program is to stimulate Washington's economy by creating jobs. Longer-term goals include reducing energy use and operating costs for local governments.

The City will use the grant to add 92 Washington-manufactured solar panels onto the roof at City Hall. The panels will tie in to the existing electrical system at City Hall and

Agenda Date: 5/6/2014

Agenda Number: 4.K

File Number: 14-0456

produce an estimated 23,598 kWh annually, saving approximately \$2,500 per year in energy costs and reducing greenhouse gases by over 16 metric tons per year. This will be the third City-owned building using solar as a renewable energy source. Other buildings include the Farmer's Market and the Timberland Regional Library.

Under an existing Interlocal Agreement for Energy Savings Performance Contracting Services with the Washington State Department of Enterprise Services, DES will manage this project on the City's behalf. Construction is anticipated to start in the late summer and be finished by the end of December.

Neighborhood/Community Interests (if known):

Thurston Climate Action Team, who recently completed a countywide greenhouse gas inventory, is a proponent of local renewable energy projects.

Disruptions at City Hall will be minimal, as the majority of the work will be on the roof. The contractor will have a crane onsite for one day to load materials to the roof. It may be necessary to block off parking near City Hall to accommodate the crane and maintain safety around the loading site.

Options:

1. Move to accept a grant in the amount of \$183,070 from the Department of Commerce's Energy Efficiency and Solar Grant Program, and authorize the City Manager to sign necessary documents to receive and spend the funds.
2. Do not accept the grant.

Financial Impact:

The City's required match is \$50,000. The funds will be appropriated from the City Hall Construction Fund.

Commerce Grant	\$183,070
City Match	<u>\$ 50,000</u>
Total Project Cost	\$233,070

City of Olympia

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

City Council

Approval of Appropriation Ordinance in the Amount of \$50,000 for the Community Renewal Area Planning Process

Agenda Date: 5/6/2014

Agenda Number: 4.L

File Number: 14-0313

File Type: ordinance

Version: 1

Status: 2d
Reading-Consent

..Title

Approval of Appropriation Ordinance in the Amount of \$50,000 for the Community
Renewal Area Planning Process

..Recommended Action

Committee Recommendation:

The Community & Economic Revitalization Ad Hoc Committee recommends the
planning process.

City Manager Recommendation:

Move to approve on second reading the appropriation ordinance in the amount of
\$50,000 for continuation of the Community Renewal Area (CRA) planning process.

..Report

Issue:

Whether to approve an appropriation ordinance in the amount of \$50,000 to finish
development of a Community Renewal Plan (CRP) for Downtown Olympia. Tasks to
complete which would be funded by this appropriation ordinance include:

- Outreach and public involvement
- Planning and analysis including evaluation of blight, and project identification
and evaluation
- Production of visually appealing draft and final versions of the CRP with
presentation to Council

Staff Contact:

Karen Kenneson, Business Manager, Community Planning and Development,
360.753.8277

Presenter:

N/A

Background and Analysis:

On March 17, 2014, City Council authorized moving forward with the CRA planning
process to complete a Community Renewal Plan (CRP) for Downtown Olympia and an
additional \$50,000 in funding to complete this work. ECONorthwest is currently under
contract to provide redevelopment strategic planning and a CRP for Downtown
Olympia but additional work is needed to advance an adoptable CRP to City Council.
This appropriation ordinance would formalize and approve the use of \$50,000 in fund

Agenda Date: 5/6/2014

Agenda Number: 4.L

File Number: 14-0313

balance to the Council Goal Account for use in this project.

Neighborhood/Community Interests (if known):

This project is of interest to the community and community stakeholders will continue to be involved in this process through the CAC.

Options:

1. Approve the appropriation ordinance in the amount of \$50,000 for funding the CRA process.
2. Do not approve the appropriation ordinance and direct staff to identify other potential sources of funding.

Financial Impact:

The funding source for this appropriation is fund balance not currently committed to another use.

Ordinance No.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE 2014 BUDGET, AND APPROPRIATING \$50,000 FOR COMMUNITY RENEWAL AREA (CRA) PLANNING. FUNDING IS TO BE PROVIDED FROM THE GENERAL FUND BALANCE.

WHEREAS, the Community Planning and Development Department wishes to amend the scope of the original contract with ECONorthwest for Community Renewal Area (CRA) Planning Process Consultation Services, to include production of a Community Renewal Plan (CRP) for Downtown Olympia; and

WHEREAS, on March 17, 2014, the Olympia City Council authorized proceeding with the CRA planning process and development of a CRP for Downtown Olympia, and appropriating \$50,000 therefor;

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

Section 1. That the following appropriations are hereby made:

GENERAL FUND (001)

Resources:	General Fund balance	\$50,000
	TOTAL RESOURCES	\$50,000
Appropriations:	Council Goals - CRA	\$50,000
	TOTAL APPROPRIATIONS	\$50,000

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



ASSISTANT CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

DATE: Feb 12, 2014

ECO Project #: 20765

TO: Community and Economic Revitalization Committee (CERC)¹

FROM: Lorelei Juntunen

SUBJECT: SCOPE FOR COMPLETING A COMMUNITY RENEWAL AREA PLAN FOR DOWNTOWN OLYMPIA

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

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

Expected outcomes:

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

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

Tasks

1. Isthmus area workshop process

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

A. Preparation

Property owner meeting (February 6, 2014)

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

CAC meeting: principles and process (March 6)

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

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

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

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

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

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

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

B. Design workshop

CAC Design Workshop (April 5, 2014)

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

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

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

CERC/CAC meeting (May 15)

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

C. Follow-up

Open house (July, date TBD)

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

Ad Hoc Committee Meeting (August 21)

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

CAC meeting (August 21)

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

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

2. Community Renewal Plan process

A. Outreach and public involvement

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

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

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

B. Planning and analysis

Evaluation of blight.

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

Project identification and evaluation

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

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

C. Plan document

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

D. Additional visualizations

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

Budget

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

Schedule

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

Figure 1. Overview of key tasks



Figure 2. Meeting schedule

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

City of Olympia

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

City Council

Approval of Appropriation Ordinance in the Amount of \$200,000 from the New City Hall Project Fund for Police Annex Demolition and Justice Center Remodel

Agenda Date: 5/6/2014

Agenda Number: 4.M

File Number: 14-0354

File Type: ordinance

Version: 2

Status: 1st
Reading-Consent

..Title

Approval of Appropriation Ordinance in the Amount of \$200,000 from the New City Hall Project Fund for Police Annex Demolition and Justice Center Remodel

..Recommended Action

Finance Committee Recommendation:

At the April 9, 2014 Finance Committee, the Committee discussed and agreed to recommend to the full Council the appropriation of \$200,000 to fund Justice Center improvements and Police Annex demolition.

City Manager Recommendation:

Move to approve on first reading and forward to second reading an appropriation ordinance in the amount of \$200,000 from the New City Hall Project Fund for Police Annex Demolition and Justice Center Remodel.

..Report

Issue:

Whether to approve a \$200,000 appropriation ordinance to transfer funds from the New City Hall project for Police Annex Demolition and Justice Center Remodel.

Staff Contact:

Jay Burney, Assistant City Manager, 360.753.8740

Debbie Sullivan, Deputy Director, Public Works Department, 360.753.8494

Presenter(s):

None. Consent Item.

Background and Analysis:

At the April 9, 2014 Finance Committee, the Committee discussed and agreed to recommend to the full Council the appropriation of \$200,000 to fund Justice Center improvements and Police Annex demolition.

The Police Annex building is in extreme disrepair with water intrusion and mold in some areas of the building. The building is in need of a new roof and many other repairs and upgrades to keep it in a usable condition. However, the only need in terms of use for this building is the locker rooms and showers for corrections officers, a very small portion of the building. Rather than spend any more money on repairs and upgrades to the building, staff is recommending relocating the showers and

Agenda Date: 5/6/2014

Agenda Number: 4.M

File Number: 14-0354

lockers and demolishing the building.

At the March 12, 2014 Finance Committee meeting, staff provided the committee with an update on the demolition of the Police Annex building. At that time, staff indicated that the original plan was to provide showers and lockers in the former Court Services building, allowing staff to move forward with the demolition of the Police Annex building. However, during the design process, small amounts of asbestos were discovered in the former Court Services building, making improvements to that building more costly than originally planned. Staff indicated that they were looking at other options and would return to Finance Committee if an adequate alternative were found.

Staff has determined that there is adequate space within the area of the Justice Center occupied by Probation Services to provide the lockers and a shower needed by the jail staff. Staff recommends moving forward with providing the showers and lockers in this space, which would allow the Police Annex building to be demolished. The total project cost is \$200,000, which could be funded by funds set aside in the New City Hall project fund for needed improvements at the Justice Center anticipated as a result of the consolidation of buildings. Staff recommends this funding approach.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Approve the appropriation of \$200,000 from the New City Hall project fund to fund the relocation of showers and lockers for jail staff and the demolition of the Police Annex building.
2. Do not recommend the appropriation and provide guidance to staff on next steps.

Financial Impact:

Funding for this project will be appropriated from the remaining fund balance of the New City Hall project fund. These costs were anticipated and set aside within the City Hall Project budget for this purpose.

Ordinance No.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE 2014 BUDGET, AND APPROPRIATING \$200,000 FOR THE DEMOLITION OF THE OLD CITY HALL ANNEX. FUNDING IS TO BE PROVIDED BY A TRANSFER FROM THE CITY HALL CONSTRUCTION FUND TO THE EQUIPMENT AND FACILITIES REPLACEMENT FUND.

WHEREAS, there is a need to demolish the Old City Hall Annex; and

WHEREAS, the City Hall Construction Fund has resources available for the demolition;

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

Section 1. That the following appropriations are hereby made:

EQUIPMENT AND FACILITIES REPLACEMENT FUND (029)

Resources:	Transfer in, from City Hall Construction Fund	\$200,000
	TOTAL RESOURCES	\$200,000
Appropriations:	Old City Hall Demolition Project	\$200,000
	TOTAL APPROPRIATIONS	\$200,000

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



ASSISTANT CITY ATTORNEY (ACA)

PASSED:

APPROVED:

PUBLISHED:

City of Olympia

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

City Council

Approval of Ordinance Appropriating \$233,070 for the Installation of Solar Panels on City Hall

Agenda Date: 5/6/2014

Agenda Number: 4.N

File Number: 14-0359

File Type: ordinance

Version: 1

Status: 1st
Reading-Consent

..Title

Approval of Ordinance Appropriating \$233,070 for the Installation of Solar Panels on
City Hall

..Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on first reading and forward to second reading an Ordinance
appropriating \$233,070 for the installation of solar panels on City Hall.

..Report

Issue:

Whether to appropriate the funds.

*(Note: there is a companion staff report on Consent Calendar requesting approval to
accept the grant.)*

Staff Contact:

Debbie Sullivan, Deputy Public Works Director, 360.753.8494

Presenter(s):

None - consent calendar.

Background and Analysis:

*(Note: This is the same background information contained in the staff report
requesting authorization to accept the State grant, which is a separate Consent
Calendar item.)*

In January 2014, Public Works applied for a solar grant through the Washington State
Department of Commerce (Commerce). Commerce notified the City we were
awarded a grant for \$183,070. The City received one of eleven solar grants awarded
statewide. The goal of Commerce's Energy Efficiency and Solar Grants program is to
stimulate Washington's economy by creating jobs. Longer-term goals include
reducing energy use and operating costs for local governments.

The City will use the grant to add 92 Washington-manufactured solar panels onto the
roof at City Hall. The panels will tie in to the existing electrical system at City Hall and
produce an estimated 23,598 kWh annually, saving approximately \$2,500 per year in

Agenda Date: 5/6/2014

Agenda Number: 4.N

File Number: 14-0359

energy costs and reducing greenhouse gases by over 16 metric tons per year. This will be the third City-owned building using solar as a renewable energy source. Other buildings include the Farmer's Market and the Timberland Regional Library.

Under an existing Interlocal Agreement for Energy Savings Performance Contracting Services with the Washington State Department of Enterprise Services, DES will manage this project on the City's behalf. Construction is anticipated to start in the late summer and be finished by the end of December.

Neighborhood/Community Interests (if known):

Thurston Climate Action Team, who recently completed a countywide greenhouse gas inventory, is a proponent of local renewable energy projects.

Disruptions at City Hall will be minimal, as the majority of the work will be on the roof. The contractor will have a crane onsite for one day to load materials to the roof. It may be necessary to block off parking near City Hall to accommodate the crane and maintain safety around the loading site.

Options:

1. Move to approve on first reading and forward to second reading an Ordinance appropriating \$233,070 for the installation of solar panels on City Hall.
2. Do not appropriate the funds.

Financial Impact:

The City's required match is \$50,000. The funds will be appropriated from the City Hall Construction Fund.

Commerce Grant	\$183,070
City Match	<u>\$ 50,000</u>
Total Project Cost	\$233,070

Attachment:

Ordinance

Ordinance No.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE 2014 BUDGET, AND APPROPRIATING \$233,070 FOR INSTALLATION OF SOLAR PANELS ON CITY HALL. FUNDING IS TO BE PROVIDED BY A \$183,070 GRANT FROM THE STATE OF WASHINGTON, DEPARTMENT OF COMMERCE, AND \$50,000 FROM THE CITY HALL CONSTRUCTION FUND.

WHEREAS, the Department of Commerce of the State of Washington is providing a grant of \$183,070 to the City of Olympia for installation of solar panels at City Hall; and

WHEREAS, the City Hall Construction Fund has \$50,000 which can be applied to the project.

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

Section 1. That the following appropriations are hereby made:

EQUIPMENT & FACILITIES RESERVE FUND

Resources:	State of Washington, Department of Commerce grant	\$183,070
	Transfer in from City Hall Construction Fund	\$50,000
	TOTAL RESOURCES	\$233,070
Appropriations:	City Hall, Solar Panel installation project	\$233,070
	TOTAL APPROPRIATIONS	\$233,070

CITY HALL CONSTRUCTION FUND

Resources:	City Hall Construction Fund balance	\$50,000
	TOTAL RESOURCES	\$50,000
Appropriations:	Transfer to Equipment & Facilities Reserve Fund	\$50,000
	TOTAL APPROPRIATIONS	\$50,000

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 to Use \$50,000 of the Council's Goal Fund for Police Emphasis Patrols and Parks Security

Agenda Date: 5/6/2014

Agenda Number: 6.A

File Number: 14-0444

File Type: decision

Version: 1

Status: Other Business

..Title

Approval to Use \$50,000 of the Council's Goal Fund for Police Emphasis Patrols and Parks Security

..Recommended Action

Committee Recommendation:

Not referred to committee

City Manager Recommendation:

Move to approve the use of \$50,000 of Council Goal funds for Police Downtown emphasis patrols and Parks security

..Report

Issue:

Whether to authorize use of Council Goal Funds to provide additional resources to increase public safety downtown and at the Artesian Commons, Percival Landing, and the Olympia Center during the summer months.

Staff Contact:

Lt. Paul Lower, Olympia Police Department, 360.753.8410

Presenter(s):

Laura Wohl, Administrative Services Manager, Olympia Police Department

Background and Analysis:

Relevant Council Goal:

Champion Downtown - Create a safer, cleaner, and more welcoming downtown for all to enjoy.

During the summer months, downtown Olympia typically experiences an increase in criminal activity. The Police Department provides Walking Patrol officers seven days per week downtown, but only during business hours. The funding will be used to extend the hours of downtown law enforcement coverage an additional four hours, from 5pm until 9pm, on Thursday, Friday and Saturday nights. The patrols will be assigned from May through the second week of September and will be covered using officers working overtime. The expected cost for emphasis patrols is \$40,000.

The Olympia Parks, Arts and Recreation Department has also identified three locations that are heavily used by the public and would benefit from a regular patrol:

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the Artesian Commons (formerly the Artesian Well Parking Lot), Percival Landing, and The Olympia Center. The Parks Department proposes to contract with Pacific Coast/Pierce Security for regular patrols at these venues during the summer months. The expected cost for this contracted service is \$10,000.

Financial Impact:

If approved, \$50,000 will be used from the Council Goal fund for this purpose. The Council Goal Fund currently has a balance of \$100,000.

City of Olympia

City Hall
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Olympia, WA 98501
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City Council

Approval of Revised Percival Landing F-Float Project Scope and Budget

Agenda Date: 5/6/2014

Agenda Number: 6.B

File Number: 14-0445

File Type: decision

Version: 1

Status: Other Business

..Title

Approval of Revised Percival Landing F-Float Project Scope and Budget

..Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve "Option D" which includes: (1) Converting F-Float into a single pump-out float to improve boater access; and (2) Refurbishing and adding power and water hook-ups to E-Float. This will require appropriation of \$47,000 in unallocated Community Park Impact Fees to project #1263H.

..Report

Issue:

Whether to approved a revised scope of work and budget for the Percival Landing F-Float Project.

Staff Contact:

Kip Summers, Project Engineer, 360.570.5834

Presenter(s):

David Hanna, Associate Director

Kip Summers, Project Engineer

Background and Analysis:

On December 17, 2013, Council rejected all bids for a project advertised to replace F-Float at Percival Landing. The bids were rejected on the basis of insufficient funds to award. Subsequently, the project team decided to take a broader look at options for moving forward based upon:

1. What are the options to improve the floats at Percival Landing within the project budget?
2. What are other improvements that can be made to improve boater/visitor experience at Percival Landing?

Staff prepared a public outreach plan that included the following contacts :

- E-mail outreach to mailing list of known stakeholders;
- One-on-one meeting with "Harbor Days" event representatives;

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- Public meeting held on March 31, 2014.

Attached is a list of comments received from the outreach effort. In summarizing, several key comments offered by the community were:

Float Repairs:

- Re-install power on E-Float;
- Improve access to the marine sewage pump-out on F-Float for use by more and larger vessels - need to provide access to the pump-out from both sides of the float;
- Retain as much float space for moorage as possible;
- Ensure that potable water is available on F-Float;
- Do not move F-Float northward or place a viewing tower on it;
- Work with the Port to provide a marine fueling station somewhere in Olympia.

Boater/Visitor Improvements:

- Address panhandling, vagrancy and loitering by individuals and groups;
- Provide washer/dryer facilities for visiting boaters;
- Provide greater police presence to increase safety and security;
- Provide an easily-accessible boater service directory;
- Ease boater registration process.

At the March 31, 2014 public meeting, staff offered three options for float repairs:

Option A: Obtain a second engineering opinion or evaluation.

Option B: Rebid as designed. This requires the allocation of an additional \$440,000.

Option C: Convert F-Float into a single pump-out float and refurbish and add power and water hook-ups to E-Float, including:

- Remove all of existing F-Float
- Construct only the pump-out finger of F-Float as designed
- Install new pump-out
- Repair E-Float as originally designed (flotation and structural)
- Add water and power to existing E-Float

Attendees at the public meeting were in favor of Option C. The attendee's desire for improved access to the pump-out outweighed the loss of moorage, even though there was a clear reluctance to losing any moorage space.

Subsequent to the public meeting, staff modified the design of F-Float to provide improved boater access to the pump out and refined the cost estimate. These modifications resulted in: (1) an increase of \$225,000 in grant funding (as now F-float is 100% grant eligible); and (2) a need for an additional \$47,000 in City funding. Given

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the community feedback and the further modifications proposed, we are recommending moving forward with a new Option "D" as outlined below:

- Modify F-Float to improve boater access and convert it into a single pump-out float.
- Refurbish and add power and water hook-ups to E-Float.
- Work on F-Float and E-Float will be approached as two separate projects. They are being separated because F-Float requires in-water work and is subject to work closure from March thru June. If we bid F-Float improvements now, we should be able to complete the project by March of 2015.

E-Float improvements will not require in-water work, but there is additional design and engineering to complete and therefore will not be ready to bid the project as quickly as the F-Float work.

Splitting the project will expedite completion of the improvements. Restoring power, potable water, and improving access to the vessel pump-out float will be greatly appreciated by the boating community.

Neighborhood/Community Interests (if known):

The boating community would like to see power and water services added to the Percival Landing floats, especially E-Float. The floats have been without power since 2006 and most of F-Float was closed in January, 2013.

In lieu of completely rebuilding all the Percival Landing floats, due to lack of funding, the repairs as proposed in Option D go a long way towards meeting boater needs. During the outreach process, we learned of other desired enhancements that staff will evaluate and schedule as resources and staff time allow.

Options:

Option A: Obtain a second engineering opinion or evaluation.

Option B: Rebid as designed. This would require the allocation of and additional \$440,000.

Option C: Convert F-Float into a single pump-out float and refurbish and adding power and water hook-ups to E-Float. This project will include:

- Remove all of existing F-Float
- Construct only the pump-out finger of F-Float as designed
- Install new pump-out

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- Repair E-Float as originally designed (flotation and structural)
- Add water and power to existing E-Float

Option D (RECOMMENDED OPTION): (1) Modifying F-Float to improve boater access and converting F-Float into a single pump-out float; and (2) Refurbishing and adding power and water hook-ups to E-Float. This option will also split the work at F-Float and E-Float into separate projects in order to complete the work more quickly. This option will require appropriation of \$47,000 in unallocated Community Park Impact Fees to the project.

Financial Impact:

This option will require appropriation of \$47,000 in unallocated Community Park impact fees to project #1263H.

The float improvement project should be complete by May of 2015. Staff is preparing to move forward with Option D. The estimated project cost is \$686,000. The cost estimate was prepared by PND Engineers, a marine engineering firm. The funding sources for the project are as follows:

Existing Budget

CIP Funds \$330,000
Grant Funds \$84,000

Subtotal \$414,000

Proposed Additional Budget:

Grant \$225,000
Other \$47,000
Subtotal: \$272,000

Total Revised Project Budget: \$686,000

Staff has contacted the Washington State Parks Commission and they have confirmed that an additional \$225,000 will be available in July or August 2014 for the Percival Landing vessel pump-out project. For the balance of funding needed, staff is requesting the appropriation of \$47,000 in unallocated Community Park Impact Fees to project #1263H.

Improving Percival Landing Boater Experience Public Outreach

Comments Received Prior to Public Meeting

- Address panhandling, vagrancy & loitering by individuals & groups
- Fix F-Float & vessel pump-out station
- Provide good docks & strong cleats
- Replace electrical & water hook-ups
- Provide washer & dryer facilities for visiting boaters
- Provide free Wi-Fi access at the docks
- Provide a greater police presence
- Support creation of a marine fuel dock somewhere in Olympia
- Provide a visitor's guide focused on boater's needs
- Address safety and security concerns
- Do not move F-dock north or place an observation tower on it
- What are City's plans to maintenance dredge the Percival Landing moorage areas and replace the remaining wood surface of landing?

Comments Received at Public Meeting, March 31

- "No sewage discharge zone" designation pending for Puget Sound
- Large boats will have to use; "Scout" (at Martin Marina) makes it tight to maneuver on N side
- Tugboats will have to pump-out
- Capacity of pump out- is it adequate?
- Details of F-float
 - Quality of pump?
 - Increased vacuum needed
- Need four things:
 - Power/water at dock
 - Pump out
 - "Other activities" need to be removed from Percival Landing to feel safe & secure
 - Marine fuel – work with Port of Olympia
- Washer/dryer needed for boater use
- Need solid, clean docks
- Need a "presence" on dock
- Reiterate that electrical & water connections are important
- Need to feel safe
- Reiterate that power and water important
- City needs to charge comparable prices to other moorage facilities- boaters expect it
- Need a 2-sided pump-out, usable by 2 boats at a time
 - Idea: One pump, multiple outlets?
- Get 2nd boat out of fairway
- Use mobile "Pelican Pumps," local marine pump out company?

Improving Percival Landing Boater Experience Public Outreach

- Will there be more or less moorage with this plan?
- Will a copy of tonight's PowerPoint be available?
- How is this project being funded?
 - Expressed skepticism of entire enterprise
 - Has a cost-recovery analysis been prepared?
 - Is Olympia/Percival Landing really considered a destination?
 - How much benefit does the project provide? (considering O&M)
 - Should we put it on hold (to fund other, more pressing, needs?)
- Yacht clubs will not come to Percival Landing without power and water on the docks
- Consider putting pump out on end of E-dock, make it easier and more convenient
- Need an easily-accessible boater directory
- Need ease of registration, like at Port Plaza
- Should do an analysis to determine if the project is self-supporting
- Is cost recovery analysis available to public?
- How many park properties are self-sustaining?
- Apparently people "not interested" in bringing business downtown
- "Boaters" spend \$100/day when in Olympia
- Comparison with other parks is unfair
 - Is this a subsidy to private business?
 - Only 20% of \$100 comes to Olympia; balance spent elsewhere
- Lakefair/Harbor Days festivals contributes to the community
- Part of our "quality of life"
- Wooden Boat Festival also contribution to downtown
- \$100/day for a small business in Olympia can mean difference between profit and loss
- Prioritize provision of power and water
- Scheduling local mobile pump-out to serve visiting boaters is unrealistic
- What is more important? *First show of hands: Option C prevailed*
 - Option B- (Replacing F-float as originally designed, including pump out)
 - **Option C (Adding power/water on E-dock and replacing F-float pump-out & pump-out finger only)**
- Don't "pressure" boaters into being illegal (and dumping in the Budd Inlet due to no pump-out)
- Boaters currently avoid Percival Landing due to non-availability of electricity & water
- Percival Landing attracts boaters due to convenience to shopping
- The pump-out grant, requiring only a 25% match, is a "deal"
- How many linear feet of moorage do we lose if we remove 2 fingers of F-Dock?
- Don't put F-Float pump-out back where it currently is – no room to maneuver
- Idea: put the pump-out where the center finger of F-dock currently is
- Idea: design (& use) entire F-Dock area footprint as a pump-out (since rarely used)
- Consider eliminating water connections as a money-saver; not as important as electricity
- Please e-mail notice of future Council meeting on this issue to this meeting's attendees

Improving Percival Landing Boater Experience Public Outreach

- Should you present this Power Point presentation to Downtown Association?
- Make F-dock improvements expandable in the future.
- Corps of Engineers, National Marine Fisheries and National Oceanographic & Atmospheric Administration determine over-water coverage
- Need to stay on top of extension of permits to retain over-water coverage
- What is more important? *Second show of hands: Option C prevailed again*
 - Option B- (Replacing F-float as originally designed, including pump out)
 - **Option C (Adding power/water on E-dock and replacing F-float pump-out & pump-out finger only)**

Comments Received after Public Meeting (March 31 through April 4 at 5 p.m.)

- Request a copy of the plans for the scheduled improvements to the docks. Would like a copy of the stakeholder comments from the March 31st meeting. Would like to arrange a site tour.
- I think option “C” is the best option available considering funding is already allocated for that work and no other funding would be needed. Attached please find a list of people that also think option “C” is a viable route to be taken, please share this with city council.
- It is extremely hard to decide where to spend taxpayer’s money. From an economic development point-of-view, I think we really want to attract more boaters to our city so they spend their money here. Boaters have money and they will spend it. It is not a coincidence that many small waterfront towns in the northwest have invested in marinas to attract boaters. Ones that come to mind are Poulsbo, Winslow (Bainbridge Island), La Conner, Edmonds, Port Orchard, etc. Even the small town of Langley on Whidbey Island has made this investment. I would assume these investments are paying off or they would not continue to invest.

Comments Received from Harbor Days Representatives (April 23, 2014)

1. Comments on ways to improve boat/visitor experience at Percival Landing
 - Add width to new parking lot to accommodate the tents for food vendors during the festival
 - Complete permanent markings on boardwalk for tent setup. City to brand markings on wooden boardwalk.
 - Make future boardwalk sections wider to accommodate pedestrian and festival use.
 - During future construction phases of Percival Landing try and limit the downtime for festival use to one year.
 - When replacing the floats in the future, make them wider to accommodate larger vessels, such as the tugs, while adding room for people to more safely and comfortably walk.
 - Make sure you install electricity on the floats!
 - Harbor Days is applying for a *Grow Boating Grant*. City could write a letter of support documenting our partnership approach to boating and waterfront investment.

Improving Percival Landing Boater Experience Public Outreach

- Install restroom signs on Harbor House that extend from the building not just on the face of the restroom doors.
- Consider flat rate for non-profit organization use of Harbor House.
- Planter boxes on boardwalk in front of Harbor House are a trip hazard and need to be pulled out or plantings installed that cover the corners.
- Coordinate our plans with Port so they are aware of our improvements that may impact their marina operations.

2. Comments on F-Float Replacement Options

- Prefer Option C.
- Losing any moorage space further limits festival use.
- Timing on constructing utilities on E-Dock must be coordinated with festival.
- Make sure pump out float has potable water spigot.
- Prefer design of a single pump out float that offers as much float space as possible for festival use.

City of Olympia

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City Council

Direction on Language for Council's Public Hearing Draft of the Comprehensive Plan

Agenda Date: 5/6/2014

Agenda Number: 6.C

File Number: 14-0431

File Type: decision

Version: 1

Status: Other Business

..Title

Direction on Language for Council's Public Hearing Draft of the Comprehensive Plan

..Recommended Action

City Manager Recommendation:

Move to direct staff to include the attached recommendations in a City Council public hearing draft of the Olympia Comprehensive Plan. The recommendations come from the following sources:

1. Council-directed language at its April 8 and 22, 2014, study sessions on:
 - a. Urban Corridors
 - b. Urban Agriculture
 - c. Street Connectivity
 - d. Connection of Park Drive SW
2. Land Use and Environment Committee at its April 17 meeting recommended language on:
 - a. Alleys
 - b. View Protection
 - c. Urban Green Space and Tree Canopy
3. Staff recommended language, as directed by City Council at its February 25, 2014, meeting on:
 - a. Design Review Jurisdiction
 - b. Public Health
4. Council-directed language at its April 15 meeting on:
 - a. Economic Chapter (Attachment 4)

..Report

Issue:

The Planning Commission and City Manager have presented Council with recommendations on the Comprehensive Plan Update (see Attachment 1). City Council will hold a public hearing on a draft Comprehensive Plan Update at a date to be determined (most likely in June or July 2014). What policy language should be included on the issues listed in the recommendation?

Staff Contact:

Leonard Bauer, Deputy Director, Community Planning and Development,
360.753.8206

Agenda Date: 5/6/2014

Agenda Number: 6.C

File Number: 14-0431

Presenter(s):

Leonard Bauer, Deputy Director, Community Planning and Development
Sophie Stimson, Senior Planner, Public Works
Todd Stamm, Program and Planning Supervisor, Community Planning and Development
Stacey Ray, Associate Planner, Community Planning and Development
Amy Buckler, Associate Planner, Community Planning and Development

Background and Analysis:

At its February 25 work session on the Draft Comprehensive Plan Update recommended by the Olympia Planning Commission, the City Council referred 18 policy issues to future Council study sessions, to the Land Use and Environment Committee (LUEC), and to staff. Based on discussions in March at a City Council study session, LUEC recommendations, and staff recommendations, the City Council accepted language on nine of the issues to be included in its future public hearing draft of the Comprehensive Plan on April 15. Additionally, City Council approved the revisions to the Economic Chapter, proposed by the Community and Economic Revitalization Committee (CERC) at that same meeting and directed that they be included in the public hearing draft (see Attachment 4).

The remaining nine policy issues have been discussed at City Council work sessions on April 8 and 22; at LUEC meeting April 17; and staff discussions. Background for each of these issues is provided in the staff reports for the following public meetings:

- February 25, 2014 City Council meeting
- April 8, 2014 City Council study session
- April 17, 2014, Land Use and Environment Committee meeting
- April 22, 2014 City Council study session

Attachment 1 includes the recommended policy language for each issue. To maintain consistency within the Comprehensive Plan, staff also recommends revisions to four maps in the Transportation Chapter of the Draft Comprehensive Plan:

- Transportation Corridors Map, and
- Transportation 2030 maps (Northeast, Southeast, and Westside and Downtown).
-

These maps are Attachments 3, 4, 5, 6. They illustrate regionally designated transportation corridors, and do not represent land use designations in these corridors (which are described in the Land Use and Urban Design Chapter).

Neighborhood/Community Interests (if known):

Public input collected during the Comprehensive Plan Update *Imagine Olympia* process is documented on the Imagine Olympia website. During the April 17, 2014, LUEC meeting additional public input was received on the Alleys, View Protection,

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Urban Green Space and Tree Canopy issues.

Options:

1. Move to direct staff to include the attached recommendations (Attachments 2, 3 and 4) in a City Council public hearing draft of the Olympia Comprehensive Plan.
2. Move to amend some or all of the recommended language, and then move to include amended language in a City Council public hearing draft of the Olympia Comprehensive Plan.
3. Refer some or all of the language back to LUEC, CERC or staff for further refinement.

Financial Impact:

None; this work item is an element of the Comprehensive Plan Update. Individual policies may have financial implications in the future as they are implemented.

Policy Issue Recommendations for City Council Public Hearing Draft of Comprehensive Plan

At its February 25, 2014, meeting, the Olympia City Council directed further consideration of 18 policy issues from the Planning Commission-recommended Draft Comprehensive Plan. The issues were referred to City Council study sessions, Land Use and Environment Committee, or to staff. At its April 15, 2014, meeting, the City Council approved edits to policy language on nine of the issues for inclusion in its Public Hearing Draft of the Comprehensive Plan.

Below are recommendations for language addressing the remaining nine issues for the Council to consider including in a public hearing draft of the Comprehensive Plan.

Direction from City Council Work Sessions

Urban Corridors

1. Include the Olympia Planning Commission recommendation in the City Council Public Hearing Draft Comprehensive Plan:
 - removing sections of the Urban Corridor on Capitol Boulevard south of I-5; and
 - reducing the width of Urban Corridors on East 4th and State Avenues, and Harrison Avenue (from ¼ mile to about one-lot deep, to match the existing HDC zoning district).
2. Revise Transportation Corridors Map and Transportation 2030 maps (Northeast, Southeast, and Westside and Downtown).
3. Include the following change to Policy PL 13.6 in the Land Use and Urban Design chapter:

PL 13.6 Focus public intervention and incentives on encouraging housing and walking, biking and transit improvements in the portions of the urban corridors nearest downtown and other areas with substantial potential for redevelopment consistent with this Plan. These include, for example, the area from the Martin Way/Pacific Avenue intersection east to Pattison Avenue, and the area near the intersection of Harrison Avenue and Division Street.

Urban Agriculture

Accept the Olympia Planning Commission's recommended draft policies with no further changes.

Street Connectivity

[Note: This policy has been revised to address Council's comments related to street connections to existing neighborhoods, the impacts of a street connection character of existing neighborhoods, and the need to involve residents in street connection decision, as well as other related comments. Comments made by the Council related to connections in new development and regional high volumes connections, are already covered in other policies in the proposed draft.]

1. Revise Policy PT 4.21 as follows:

PT4.21 Pursue street connections because a well-connected street system improves the safety and efficiency for all modes of travel. Pursue all street connections. When a street connection is proposed, to an existing residential neighborhood, the developer, City, or County will analyze the street connection with the involvement of affected neighborhoods and stakeholders. Consideration will be given to the neighborhood character and context, particularly any direct impacts of a street connection on established neighborhoods. This analysis will determine whether or not to construct the street connection for motor vehicle traffic. In all cases, priority will be given to pedestrian, bicycle and emergency vehicle access. how not making the street connection will impact the street network. This information will be shared with the Affected neighborhoods and other stakeholders before any final decision is made will be consulted before a final decision is made and be involved in identification of any potential mitigation measures. As appropriate, At a minimum, this evaluation will include:

- Effects on the overall city transportation system
- Opportunities for making additional connections that would reduce neighborhood impacts of the connection being evaluated
- Impacts on directness of travel for pedestrians, bicyclists, transit users, and motorists
- Impacts on directness of travel for emergency-, public-, and commercial-service vehicles
- An assessment of travel patterns of the larger neighborhood area and volumes at nearby major intersections
- An assessment of traffic volumes at the connection and at major intersections in the larger neighborhood area whether projected volumes are expected to exceed the typical range for that classification of street
- Identification of all ~~major~~ topographical barriers or environmental constraints that make a connection infeasible
- Involve the neighborhood and other stakeholders in the identification of potential mitigation measures for the new connection
- Bicycle and pedestrian safety
- Noise impacts and air pollution

- Likelihood of diverting significant cross-town arterial traffic on to local neighborhood streets
- Effectiveness of proposed traffic calming measures
- [Consideration of the information in Appendix A of this chapter](#)

2. Add new Policy PT 4.23:

PT 4.23 Build bicycle and pedestrian facilities, traffic calming devices and any other functional improvements, as needed, to address safety concerns on newly connected streets at the time when street connections are made. This policy applies to arterials, major collectors and neighborhood collectors. These improvements must be made to the segment of street between the intersections of two comparable or larger street classes.

Connection of Park Drive SW

Accept and retain the following language in the Olympia Planning Commission’s recommended Transportation Chapter, Appendix A, under the heading “Kaiser Road and Black Lake Boulevard Area Connections”:

“If at some future time, Kaiser Road is extended to Black Lake Boulevard, extension of Park Drive to Kaiser Road may be considered in order to provide access for bicycles, pedestrians, and emergency vehicles.”

Land Use and Environment Committee Recommendations

Alleys

Revise Policies PT 3.4 and 3.5 as follows:

PT3.4 Require alleys where feasible and practical and retain alleys as public right-of-way.

PT3.5 Require alleys where feasible and practical behind lots fronting on arterials and collectors, so that houses or businesses can face the street, sidewalks are continuous, and vehicles can access properties from behind.

Urban Green Space and Tree Canopy

1. Revise the Olympia Planning Commission recommendation for Policy PL 7.4 in the City Council Public Hearing Draft Comprehensive Plan as follows:

PL7.4 Increase the area ~~per capita~~ of urban green space and ~~the tree canopy to area ratio~~ within each neighborhood proportionate to increased population in that neighborhood.

2. Retain the existing Olympia Planning Commission recommendation for Policy PN 3.2:

PN3.2 Measure the tree canopy and set a city-wide target for increasing it through tree preservation and planting.

View Protection

Revise the Olympia Planning Commission recommendation for Policies PL 8.1 and 8.2 in the City Council Public Hearing Draft Comprehensive Plan as follows:

PL8.1 Implement public processes, including the use of ~~Olympia's digital simulation software~~, to identify important landmark views and observation points.

PL8.2 Use ~~Olympia's digital simulation software~~ visualization tools to identify view planes and sightline heights between the landmark view and observation point.

Issues Referred to Staff

Design Review Jurisdiction

1. Revise the Olympia Planning Commission recommendation for Policy PL 6.1 in the City Council Public Hearing Draft Comprehensive Plan as follows:

PL6.1 Establish a design review process for:

- commercial and mixed use development adjacent to freeways and public streets;
- other highly-visible, non-residential development, such as the Port of Olympia, campus developments, and master planned developments;
- multi-family residential development and manufactured housing parks;
- detached homes on smaller lots (less than 5,000 square feet) and in older neighborhoods (pre-1940); and
- properties listed on a Historic Register or located within a designated historic district.

2. Retain the existing Olympia Planning Commission recommendation for Policy PL 6.2:

PL6.2 The design review process should recognize differences in the city with the objective of maintaining or improving the character and livability of each area or neighborhood.

Public Health

Include the following at the end of the Introduction section in Public Health, Arts, Parks and Recreation chapter:

- The City of Olympia takes an active role, when appropriate, in influencing regional health policy where it relates to Olympians.



City of Olympia, WA Comprehensive Plan Update - Olympia Planning Commission (OPC) Final Draft City Manager and Staff Recommendations

Staff reviewed the Comprehensive Plan in detail and identified 14 policies with staff recommendations that differ from the Planning Commission draft.

One of those policies, Item #5 below (Action Plan Process), includes a recommendation from the Land Use and Environment Committee that responsibility for Comprehensive Plan Implementation/Action Plan Process rest directly with the City Council through the Council’s Land Use and Environment Committee instead of the Planning Commission. The intent is to place responsibility for Comprehensive Plan implementation at the highest policy level with a community-wide focus.

Transportation Policies

1. Speed Limits

OPC Recommendation in Draft Plan:

The OPC recommends lowering speed limits to 20 mph on local access streets and in the City Center.

PT1.3 Establish speed limits to create a safe environment for pedestrians and bicyclists, while maintaining motor vehicle traffic flow. Speed limits shall not exceed 35 miles per hour on arterial and major collector streets, 25 miles per hour on neighborhood collectors, and 20 miles per hour on local access streets, and in the City Center.

Proposed City Manager Recommendation:

Staff recommends continuing with a 25 mph speed limit on local access streets, with provisions to establish 20 mph speed limits for select conditions.

PT1.3 Establish speed limits to create a safe environment for pedestrians and bicyclists, while maintaining motor vehicle traffic flow. Speed limits shall not exceed 35 miles per hour on arterial and major collector streets, and 25 miles per hour on neighborhood collectors and local access streets, and in the City Center. Provisions are allowed to establish 20 mph speed limits for select conditions and as allowed by state law.

Discussion:

Speed limits on local access streets (small neighborhood streets) and in the City Center are 25 mph. On certain streets in school zones and near playgrounds, 20 mph can be posted. While a 20 mph speed limit may influence some people to drive slower, if dependent on enforcement, it is unrealistic that these speeds will be achieved. Street design and physical features that create “friction” influence speeds more than speed limits.

Currently, unless otherwise posted, the speed limit on City streets is 25 mph. It would be a major work effort and cost to add and replace signs indicating the 20 mph speed limit. Having all local access streets at 20 mph would de-emphasize the need for slower speeds in school zones and near playgrounds. 20 mph speed limits would be more effective in very specific and limited circumstances, like school zones.

Vehicle speeds are a major influence on the safety and comfort for bicycling and walking. Speeds should be evaluated on both major and local access streets. Considerations should include the function of the street, as well as the safety of bicyclists and pedestrians.

2. Street Connectivity

OPC Recommendation in Draft Plan:

The OPC recommends adding a policy to evaluate all street connections.

PT4.21 Pursue all street connections. When a street connection is proposed, the developer, City, or County will analyze how not making the street connection will impact the street network. This information will be shared with the neighborhood and other stakeholders before any final decision is made. At a minimum, this evaluation will include:

- *Impacts on directness of travel for pedestrians, bicyclists, transit users, and motorists*
- *Impacts on directness of travel for emergency-, public-, and commercial-service vehicles*
- *An assessment of travel patterns of the larger neighborhood area*
- *An assessment of traffic volumes at the connection and at major intersections in the larger neighborhood area*
- *Identification of major topographical barriers or environmental constraints that make a connection infeasible*
- *Involve the neighborhood and other stakeholders in the identification of potential mitigation measures for the new connection*
- *Bicycle and pedestrian safety*
- *Noise impacts and air pollution*
- *Likelihood of diverting significant cross-town arterial traffic on to local neighborhood streets*
- *Effectiveness of proposed traffic-calming measures*

Proposed City Manager Recommendation:

Staff recommends adding a policy to require an analysis only when a street connection is opposed.

PT4.21 Pursue all street connections. If a street connection is opposed, the developer or the City will analyze how the street connection will impact the street network. This information will be shared with stakeholders before any final decision is made. At a minimum, this evaluation will include:

- *Impacts on directness of travel for pedestrians, bicyclists, transit users, and motorists*
- *Impacts on directness of travel for emergency-, public-, and commercial-service vehicles*
- *An assessment of travel patterns of the larger neighborhood area*

- *An assessment of traffic volumes at the connection and at major intersections in the larger neighborhood area*
- *Identification of major topographical barriers or environmental constraints that make a connection infeasible*
- *Identification of potential mitigation measures for the new connection, with the involvement of the neighborhood*

Discussion:

Street connectivity helps to achieve transportation safety and efficiency, and increase mode choice. A connected grid of streets allows short, direct route options for walking, biking, driving, and to access transit. A connected street grid also provides better access for emergency and commercial vehicles.

Olympia has not been able to build many planned street connections. Staff proposes street connectivity policy language that all street connections have value, and provides guidance about when to make exceptions to street connectivity policy. The goal is to make fewer exceptions to policy and to base the decision on objective measures. These measures gauge the impact of not making the connection on the transportation system.

The OPC’s recommendation to evaluate all street connections undermines the base assumption that all street connections have value and will require a great deal of City staff resources.

3. Connection of Park Drive SW

OPC Recommendation in Draft Plan:

The OPC recommends the future connection of Park Drive as a bike, pedestrian and emergency access connection only. Text in Appendix A reads:

“If at some future time, Kaiser Road is extended to Black Lake Boulevard, extension of Park Drive to Kaiser Road may be considered in order to provide access for bicycles, pedestrians, and emergency vehicles.”

The proposal to limit the Park Drive connection to bike, pedestrian and emergency vehicle access would also need to be reflected in the updated Comprehensive Plan project list and the Transportation 2030–Westside map.

Proposed City Manager Recommendation:

Staff recommends the future connection at Park Drive be a full-street connection providing access for walking, biking, and motor vehicles. Text in Appendix A would read:

“A neighborhood collector street connection is also planned between Kaiser Road and Park Drive. Both connections add needed connectivity to the area, serving different functions in the street network. The neighborhood collector connection between Kaiser Road to Park Drive will not be a substitute for the major collector connection between Kaiser Road and Black Lake Boulevard. The Park Drive connection should not be built until the Kaiser Road connection is in place.”

Discussion:

Future street connections are planned from Park Drive to Kaiser Road, and Kaiser Road to Black Lake Boulevard. These street connections are needed for transportation safety and efficiency in this area. Both streets should be constructed together, or Kaiser Road, the larger street, should be connected first so that traffic is not directed to Park Drive.

Park Drive currently does not have sidewalks. When Park Drive is made a full-street connection, traffic-calming devices and sidewalk would be appropriate modifications to the street. When changed from a dead-end street to a connected street, a pedestrian walking facility (sidewalk or shoulder) would be built to improve pedestrian safety.

Eliminating vehicle access at Park Drive will result in fewer route options for drivers when construction or emergencies occur, and longer routes for motor vehicle drivers in the vicinity of Park Drive.

4. Alleys

OPC Recommendation in Draft Plan:

The OPC recommends requiring alleys in new development

- *PT3.4 Require alleys and retain alleys as public right-of-way.*
- *PT3.5 Require alleys behind lots fronting on arterials and collectors, so that houses or businesses can face the street, sidewalks are continuous, and vehicles can access properties from behind.*

Proposed City Manager Recommendation:

Staff recommends that alleys be encouraged, but not required.

- *PT3.4 Encourage alleys and retain alleys as public right-of-way.*
- *PT3.5 Encourage alleys behind lots fronting on arterials and collectors, so that houses or businesses can face the street, sidewalks are continuous, and vehicles can access properties from behind.*

Discussion:

Alleys contribute to more access and mobility in our transportation system. Alleys contribute to improved urban form, by minimizing the need for driveways at the front of a lot. However, more alleys would be difficult for the City to maintain. Funding is not in place to maintain the alleys we already have. Because alleys are typically paved or compacted gravel, more alleys will result in more impervious surfaces, which will result in rainwater runoff that must be treated and/or conveyed off site.

Public Participation Policies

5. Action Plan Process

OPC Recommendation in Draft Plan:

PP1.1 and PP1.2 in the Public Participation and Partners Chapter in the draft Comprehensive Plan describe specific roles for staff, Council, and the Commission in the development and ongoing management of the Implementation Strategy (Action Plan). In PP1.1, the Council and Commission are charged with identifying actions with a special emphasis on the priorities of advisory groups. PP1.2 specifically outlines how the Plan will be managed and updated, including the creation of a committee, the make-up of that committee, and what bodies the committee will report to on an annual basis.

Proposed City Manager Recommendation:

Staff recommends that proposed policies PP1.1 and PP1.2 be replaced with one policy that identifies that there will be an Implementation Strategy. However, the details regarding how it will be developed and maintained would not be specified .

- Replace PP1.1 with: *PP 1.1 Engage partners in the development and regular updating of an implementation strategy to fulfill Comprehensive Plan goals and policies. This strategy will include a monitoring and reporting process.*
- Delete PP1.2.

Discussion:

The intent of adding the Implementation Strategy to scope of the update was to develop a tool for identifying and prioritizing specific actions for carrying out the goals and policies in the Comprehensive Plan. Subsequently, it allowed the staff writing team to draft the update with a focus on goal and policy-level language. Policies that were more akin to methods of implementation were removed and reserved for possible inclusion in a Strategy. PP1.1 and PP1.2 are highly prescriptive methods for public participation in implementation and performance measurement.

Secondly, during initial phases of discussions with LUEC, they determined in September 2012 that LUEC (i.e. Council) is the most appropriate advisory body to provide staff with strategic direction on development of the Strategy, as opposed to the Commission. This was because the Strategy is a community-wide document that will help guide community-wide priorities for implementation, and is more in line with the role of Council. This allows for the Strategy design, performance measures, and ongoing maintenance to remain adaptive and responsive to feedback from LUEC, all advisory groups, and community members.

Land Use and Urban Design Policies

6. Re-Zoning Criteria for Low Density Neighborhoods Land Use Designation

OPC Recommendation in Draft Plan:

The Land Use and Urban Design chapter text includes five detailed criteria that proposed rezones would be required to meet (pages 56-57 of the OPC Final Draft Plan).

Proposed City Manager Recommendation:

Revise the text as follows to refer to topics that should be addressed in future development code amendments that govern rezones:

“Proposed rezones shall meet criteria to be adopted into the Olympia Municipal Code that address:

- 1. Consistency with the comprehensive plan.*
- 2. Consistency with the city’s development regulations that implement the comprehensive plan.*
- 3. Consideration of adjoining zoning districts*
- 4. Adequacy of infrastructure in light of development potential of the proposed zoning.”*

Discussion:

The current comprehensive plan includes 34 categories of land use designations, each of which corresponds directly with a single zoning district that implements it. A request for a change in zoning district also required a comprehensive plan amendment.

The Draft Plan’s Future Land Use Map aggregates the 34 land use designations into 15 categories, without recommending any changes to the number of zoning districts. As a result, most of the land use categories will have multiple zoning districts that could implement them. Requests from property owners for changes to the zoning for their property would be possible without also requiring a comprehensive plan amendment. This could lead to an increase in requests from property owners for rezones.

The city code contains decision criteria for rezone requests (OMC 18.59.050). However, it is fairly general and the OPC recommends additional criteria to guide future rezone requests. Staff agrees, but recommends the detailed criteria be contained in the city code, with general guidance for developing that criteria in the comprehensive plan.

7. High Density Neighborhoods Minimum Density Requirement

OPC Recommendation in Draft Plan:

High Density Neighborhoods are multi-family residential, commercial and mixed use neighborhoods with densities of at least 25 dwelling units per acre. Specific zoning may provide for densities higher than 25 units per acre.

Proposed City Manager Recommendation:

High Density Neighborhoods are multi-family residential, commercial and mixed use neighborhoods with a goal of densities of at least 25 dwelling units per acre for single-use

residential developments. Specific zoning may provide for densities higher than 25 units per acre, but not less than 15 units per acre.

Discussion:

High-density Neighborhood overlay zones are recommended in the Draft Plan for three areas: Downtown Olympia; Pacific Ave/Martin Way/Lilly Road triangle; and the Capital Mall vicinity. The overlay would concentrate high-density residential mixed with commercial uses, which would directly serve the residents and allow people to meet their daily needs without traveling outside their neighborhoods. These neighborhoods would transition from their current automobile orientation to becoming more walkable.

Staff concern centers on requiring a minimum density of 25 units per acre. While a few developments in the city have been built at that density (e.g. Boardwalk Apartments downtown), the Olympia market has primarily supported multi-family development at a lesser density (approximately 14-18 units per acre). Restricting residential development to at least 25 units per acre may preclude the type of multi-family development that is currently supported by the market. Staff recommendation would retain that higher density as a goal, but provide flexibility for a broader range of residential development to locate in these neighborhoods.

8. Urban Corridors

OPC Recommendation in Draft Plan:

The OPC recommends:

- removing sections of the Urban Corridor on Capitol Boulevard south of I-5; and
- reducing the width of Urban Corridors on East 4th and State Avenues, and Harrison Avenue (from ¼ mile to about one-lot deep).

Proposed City Manager Recommendation:

Staff supports removal of Capitol Boulevard but recommends no change to the width of the Urban Corridor along Harrison, Fourth and State

Discussion:

Urban Corridors are an integrated transportation and land use concept initially designated in 1994 by Olympia, Lacey, Tumwater and Thurston County. They are major arterials with high-density mixed land uses ¼ mile on either side. Along these corridors, the compact land uses are supported by a multimodal transportation system, including high-quality transit service. Urban Corridors are key to the region's strategy to avoid sprawl by providing an appealing housing alternative for people who want to live in an attractive, walkable, urban environment close to transit, work, services and shopping.

Olympia's current Plan describes half-mile wide mixed use corridors in these areas, but designated only the lots along the main street for commercial use. The remaining portions of the corridor were designated for low to medium density housing, with a target of 7 units per acre. The staff recommendation reaffirms the 7 units per acre target, and allows for mixed commercial/residential uses throughout the corridor subject to 'transition policies.'

Residents of the Capitol Boulevard area opposed this proposal and strongly requested eliminating the urban corridor designation in their area. Although in their March, 2013, action OPC initially supported

staff's proposal, ultimately OPC went beyond the request of the Capitol Boulevard residents' proposal and recommended reducing the urban corridors along 4th/State and Harrison corridors, as well.

Reducing the size of these corridors diminishes the City's commitment to achieving their long-term vision. The reduction to areas designated as Urban Corridors will minimize commercial uses in these corridors. Without the commercial uses, the transit system is not optimized to its fullest potential. Without the commercial uses as envisioned, the corridors will not function as areas where people can work, as well as access shopping and other services within their neighborhood.

Maintaining the Urban Corridors for the ¼ mile width on either side of these arterials provides flexibility in achieving the region's vision. Specific zoning can be refined to address the unique characteristics of districts along these corridors, while maintaining the envisioned mix of land uses.

9. Design Review Jurisdiction

OPC Recommendation in Draft Plan:

Proposed policy PL6.1 requires residential and commercial development adjacent to freeways and public streets be subject to design review process.

Proposed City Manager Recommendation:

Delete residential from policy PL6.1.

Discussion:

Olympia's existing design review process applies to projects within designated design review districts, as well as certain development in other limited circumstances. The staff-recommended Draft Plan included a policy to extend design review to all commercial development adjacent to freeways or public streets. OPC further extended the recommendation to include all residential development adjacent to freeways and public streets. This would include virtually all development in the City of Olympia. Staff is concerned that this would significantly increase costs to the City and applicants, while expanding the permitting process for developments that have raised little to no concerns in the community (e.g., single-family homes).

10. View Protection Goal and Policies

OPC Recommendation in Draft Plan:

The OPC supported a policy amendment proposed by staff of protecting views from designated public points instead of from street corridors, and expanded this proposal to be a goal with additional policies. Two of these would constrain implementation methods:

PL8.1 Implement public processes, including the use of Olympia's digital simulation software, to identify important landmark views and observation points.

PL8.2 Use Olympia's digital simulation software to identify view planes and sightline heights between the landmark view and observation point.

Proposed City Manager Recommendation:

Staff recommends that the Plan not specifically call for use of specific analysis methods such as ‘digital simulation software,’ view planes and sightline heights. These two policies should be consolidated into a single policy:

Through a public process, identify important landmark views and observation points and appropriate methods (e.g., visual simulations) for preserving valued aspects of these public views.

Discussion:

One of the guiding principles of this Comprehensive Plan update was to provide flexibility in implementing the plan. As a result staff removed many such provisions from the Plan, with the intent of bringing options forward as part of the complementary implementation strategy. As recommended by OPC, proposed new policies 8.1 and 8.2 would unnecessarily constrain the City to just one of the many techniques for analyzing scenic views. In staff’s opinion, it is overly specific and might prevent the City from utilizing new or other better methods and technologies

11. Urban Green Space and Tree Canopy

OPC Recommendation in Draft Plan:

The Planning Commission drafted and recommended policy PL7.4 with the intent to increase green space and tree canopy by specific methods and measures: area per capita of urban green space and tree canopy-to-area ratio within each neighborhood.

Proposed City Manager Recommendation:

Staff is recommending that the policy be revised to reflect a target to increase the total acreage of preserved urban green space that currently exists (i.e. no net loss of urban green space), rather than a target based on increasing a ratio of open space to population. A separate policy in the Natural Environment Chapter already addresses tree canopy: *PN3.2 Measure the tree canopy and set a city-wide target for increasing it through tree preservation and planting*

Revise policy PL7.4 to state:

PL7.4 Increase the availability of urban green space throughout the community.

Discussion:

The primary concerns of staff are that it is likely not possible to maintain the current ratio of urban green space to population as population increases, and that tree canopy shall be increased to a target ratio at the neighborhood scale as opposed to citywide.

Using GIS, staff has already determined that approximately 25% of the city is currently set aside as urban green space. “Set aside” is meant that the land is limited in its ability to be developed and very likely to remain as open space for the foreseeable future. Examples include parks, critical areas, and privately owned open space, such as tree tracts or village greens.

The Parks, Arts, and Recreation Department currently manages 765 acres of public open space, which equates to an impressive 11.62 acres per 1,000 residents (in addition to approximately 200 acres of

parks with a “Neighborhood” or “Community” classification). Staff has determined that with the current population growth projections, to maintain the existing ratio of open space, 142 acres of additional land would need to be purchased every ten years (pg. 101-102, 2010 Parks, Arts, and Recreation Plan).

If the City were to attempt to increase urban green space as population increases, implementation would need to include some combination of the following tools:

- Additional revenue for purchase of city-owned open space;
- Enhanced regulation for requiring open space as an element of new development;
- Increased open space impact fees; or
- Other conservation tools, such as land banks or conservation easements.

Secondly, it is common practice in urban forestry to measure tree canopy, and having a tree canopy goal is an effective way to ensure progress towards a healthy and diverse urban forest. To that end, staff drafted a policy in the Natural Environment Chapter that addresses tree canopy: *PN3.2 Measure the tree canopy and set a city-wide target for increasing it through tree preservation and planting*. Policy PN3.2 sufficiently addresses tree canopy; reserve determination of an appropriate canopy coverage goal and scale at which to measure progress for the Implementation Strategy.

Unlike the Commission’s recommended policy, PN3.2 purposely leaves determination of the target as an action for implementation, and directs canopy to be measured city-wide. Good urban forest managers are always aware of the need for equity citywide; however, implementation on a neighborhood scale limits flexibility to plant trees where appropriate and use resources efficiently citywide. This is especially true within an urban growth area, where both increasing density and tree canopy need to balance.

Public Services Policies

12. Disaster Planning (Subduction Earthquake Policies)

OPC Recommendation in Draft Plan:

Adopt a new set of policies addressing the risk of a 'Cascadia subduction zone earthquake,' specifically:

- *Policy S13.9: Educate citizens about the possibility, and potential impacts, of a Cascadia subduction zone earthquake and actions they can take to prepare for such an event.*
- *Policy S13.10: Address the severe and extended impacts of a Cascadia subduction zone earthquake in the City's emergency response plans and preparations.*
- *Policy S13.11: Continue to gather best available information on the impacts of a Cascadia subduction zone earthquake, including the potential magnitude and impacts of vertical movements and tsunamis*

Proposed City Manager Recommendation:

Do not adopt the language in the recommendations; instead, continue policy of coordinating City's efforts related to disaster risks through the accepted standard of all-hazard formatting in cooperation with the region's other Emergency Management programs. Revise policy S13.11 to state:

Continue to gather best available information on earthquakes, and the potential magnitude and impacts of vertical movement, while educating citizens on the impacts of all hazards.

Discussion:

The City of Olympia coordinates with neighboring jurisdictions in preparing and updating 'Resilient Washington State – A Framework for Minimizing Loss and Improving Statewide Recovery after an Earthquake,' a 'Natural Hazards Mitigation Plan for the Thurston Region' and the City's own 'Comprehensive Emergency Management Plan.' In implementing the former, the State of Washington provides information to all local jurisdictions regarding certain development standards, such as seismic-related elements of the building code. The latter two plans address all manner of hazards, such as fires, floods and earthquakes, and form the foundation for the City's efforts to minimize and respond to damage resulting from such events. Direction from the State is to plan in an all hazard format as is the standard of the industry.

The nature of a subduction zone earthquake including the potential to generate a tsunami (tidal wave), if occurring in the vicinity of Olympia, leads some to a conclusion that it would result in catastrophic damage both in Olympia and a much wider region. Projected effects on Olympia differ depending on models used and the inclusion of tsunami damage is highly speculative. A subduction zone earthquake by definition would have to occur along the subduction zone that is off the Washington Coast. Although such an earthquake may cause a tsunami, such a wave would be in the Pacific Ocean and have to travel around the northwest corner of the state and down the Puget Sound before reaching Olympia. This travel around significant landforms would significantly dissipate the destructive energy of a wave. Like all earthquakes, the timing and scale of such an earthquake is unpredictable. However, research

indicates that there is about a .2% chance of such an earthquake in the western Washington area in any given year.

The possibility of a subduction zone earthquake is just one of the many types of natural hazards addressed by federal, state, and local emergency and disaster planning. While additional focus on this specific risk could lead to reduction in damage and better response were such an event to occur, it could also result in diverting attention and resources away from preparation for other more likely hazards. Further, given the scale of this particular type of disaster it is unlikely that the City of Olympia working alone could make a significant difference. Instead, Olympia's experience has demonstrated that multi-jurisdictional coordinated all hazard emergency management, including education and preparation for all types of hazards, is more effective than localized focus on a single risk.

Utilities Policies

13. Locating underground utilities

OPC Recommendation in Draft Plan:

Draft policy PU3.6 states that utilities will be grouped, and to include in the Engineering Design and Development Standards (EDDS) a guidance drawing with street trees and public and private utilities co-located in the public right-of-way.

Proposed City Manager Recommendation:

Revise policy PU3.6 as follows:

Locate public and private utilities in public rights-of-way and/or easements on private property in a manner to facilitate safe and efficient operation, maintenance and repair. Provide a guidance drawing within the Engineering Design and Development Standards that shows how and where public and private utilities should be located.

Discussion:

If adopted, the proposed policy conflicts with the City's current practice of allowing for utilities in the right-of-way, but also in an easement on private property. The policy states that public and private utilities should be co-located within the public right-of-way only.

The EDDS require all new utilities to be installed underground (see 3.090(B)). A Standard Utilities Location Schematic (4-44) demonstrates that utilities be located under the street surface in right-of-way or in a section of easement adjacent to the sidewalk on private property.

Additionally, the policy emphasizes grouping underground utilities together, so would necessitate a revised schematic with additional details regarding *how* and *where* to place underground utilities. Lastly, the proposed policy elevates accommodating street trees—particularly an issue in areas where a planting strip is not a required element of the frontage improvements. This is also in alignment with new policy language in the Natural Environment Chapter to provide new trees with adequate conditions for healthy growth.

Public Health, Arts, Parks and Recreation Policies

14. Parks Maintenance and Operations Funding Consideration

OPC Recommendation in Draft Plan:

Draft policy PR6.5 states:

Ensure adequate park maintenance and operation funding before new facilities are developed.

Proposed City Manager Recommendation:

Revise Policy 6.5 to read:

Ensure adequate maintenance and operation funding before new park facilities are acquired and developed.

Also, in the chapter-concluding section titled 'For More Information', the statement, "The Parks, Arts & Recreation Plan contains a detailed list of proposed projects and programs for the next 10 years" should be deleted.

Discussion:

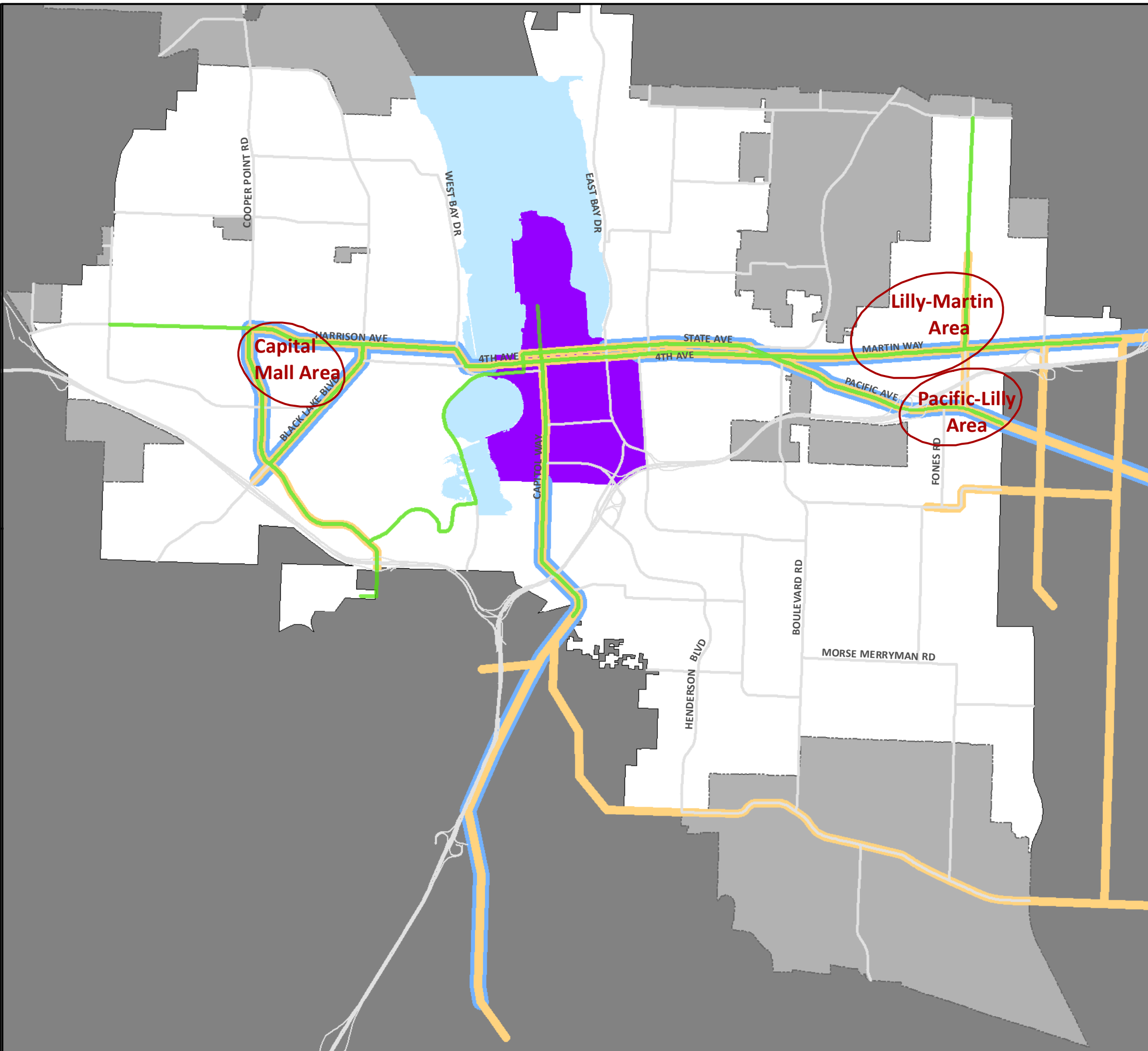
The proposed Public Health, Arts, Parks and Recreation chapter should be revised to better reflect the planning process. Specifically, policy PL6.5 does not reflect that consideration of adequate maintenance and operation funding occurs before new park facilities are acquired.

The existing Parks, Arts and Recreation Plan is updated every five years, and the next scheduled update will begin in the next year. The reference to the current list of proposed projects in that plan is dated. For clarity, it should be deleted from the draft comprehensive plan.

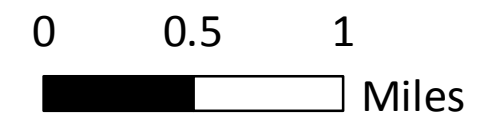
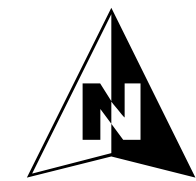
Transportation Corridors

Reflects *2025 Regional Transportation Plan*

April 2014



-  **First Priority Bus Corridors**
Streets with high-quality transit
-  **Strategy Corridors**
Widening may not be a solution to congestion on these streets. Other improvements are needed for mobility.
-  **Urban Corridors**
Multimodal transportation corridors that support adjacent land uses. Line width does not indicate land use designation. See the Land Use and Urban Design Chapter for specific land use designations.
-  **City Center**
-  **Focus Areas**
See Land Use and Urban Design Chapter
-  **Urban Growth Area**
-  **City Limits**

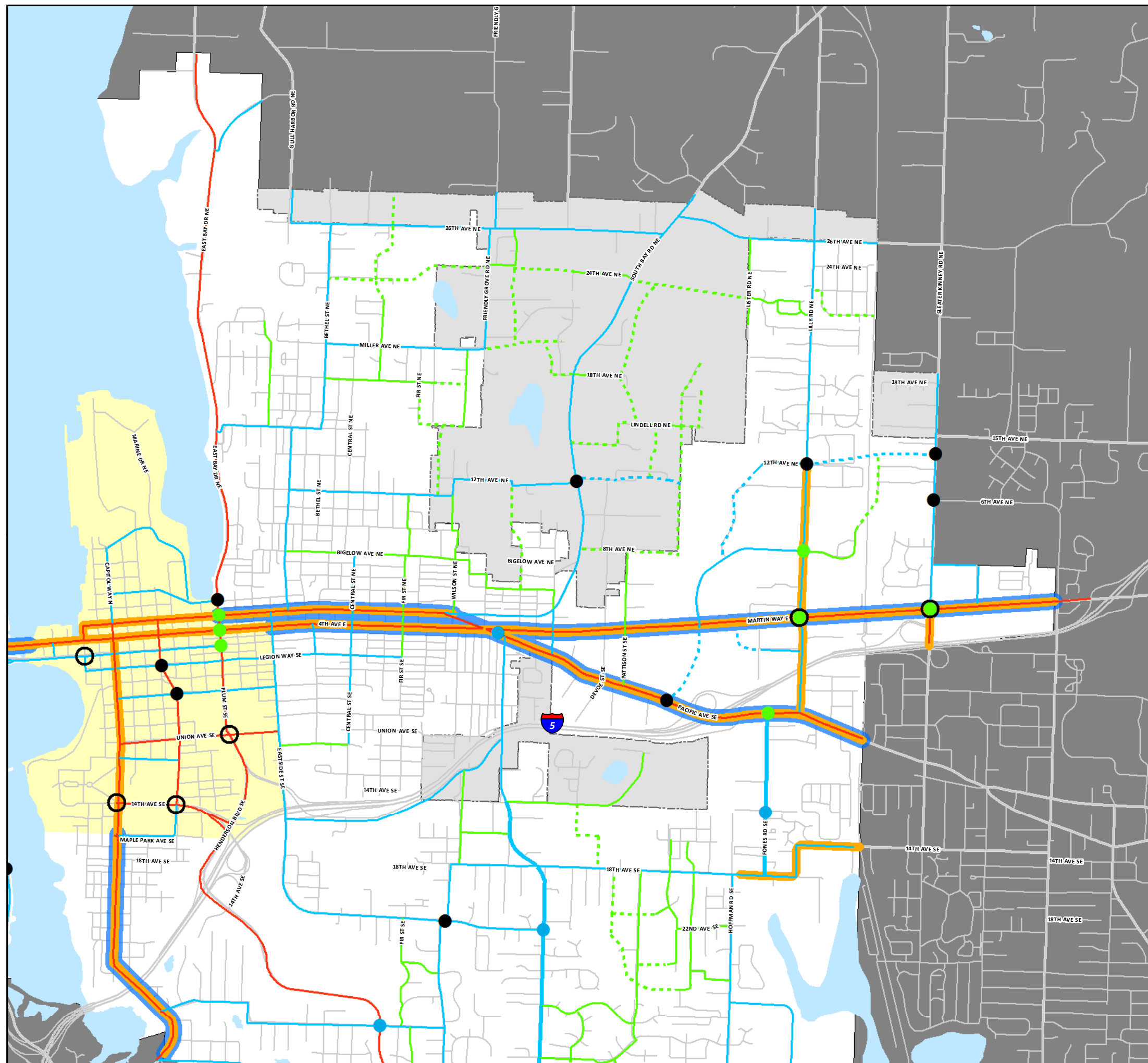


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Transportation 2030

Northeast

April 2014



- Add Signal or Roundabout
- Add Turn Lanes Only
- Add Roundabout
- Level of Service (LOS) F*
- Existing Arterial
- Widening of Existing Arterial
- - - Future Arterial
- Existing Major Collector
- Widening of Existing Major Collector
- - - Future Major Collector
- Existing Neighborhood Collector
- - - Future Neighborhood Collector
- Strategy Corridor
- Urban Corridor
- Downtown
- Urban Growth Area
- City Limits

* LOS will be allowed to fall below adopted levels of service at these sites. Some types of improvements are appropriate.

Notes:

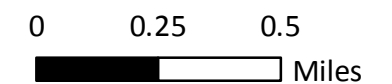
On Strategy Corridors, level of service may fall below adopted standards. Widening may not be a solution to congestion on these streets. Other improvements are needed for mobility.

In the downtown and along Urban Corridors LOS E will be acceptable on arterial and major collectors. In the rest of the City and Urban Growth Area LOS D is acceptable.

The specific alignment of the future streets shown will be determined based on more detailed analysis during development review or City alignment studies.

Any decision on whether to connect Decatur Street to Canton Way, and open 16th Avenue to Carriage Loop through vehicular connections will not be made until the Westside Olympia Access Study is complete.

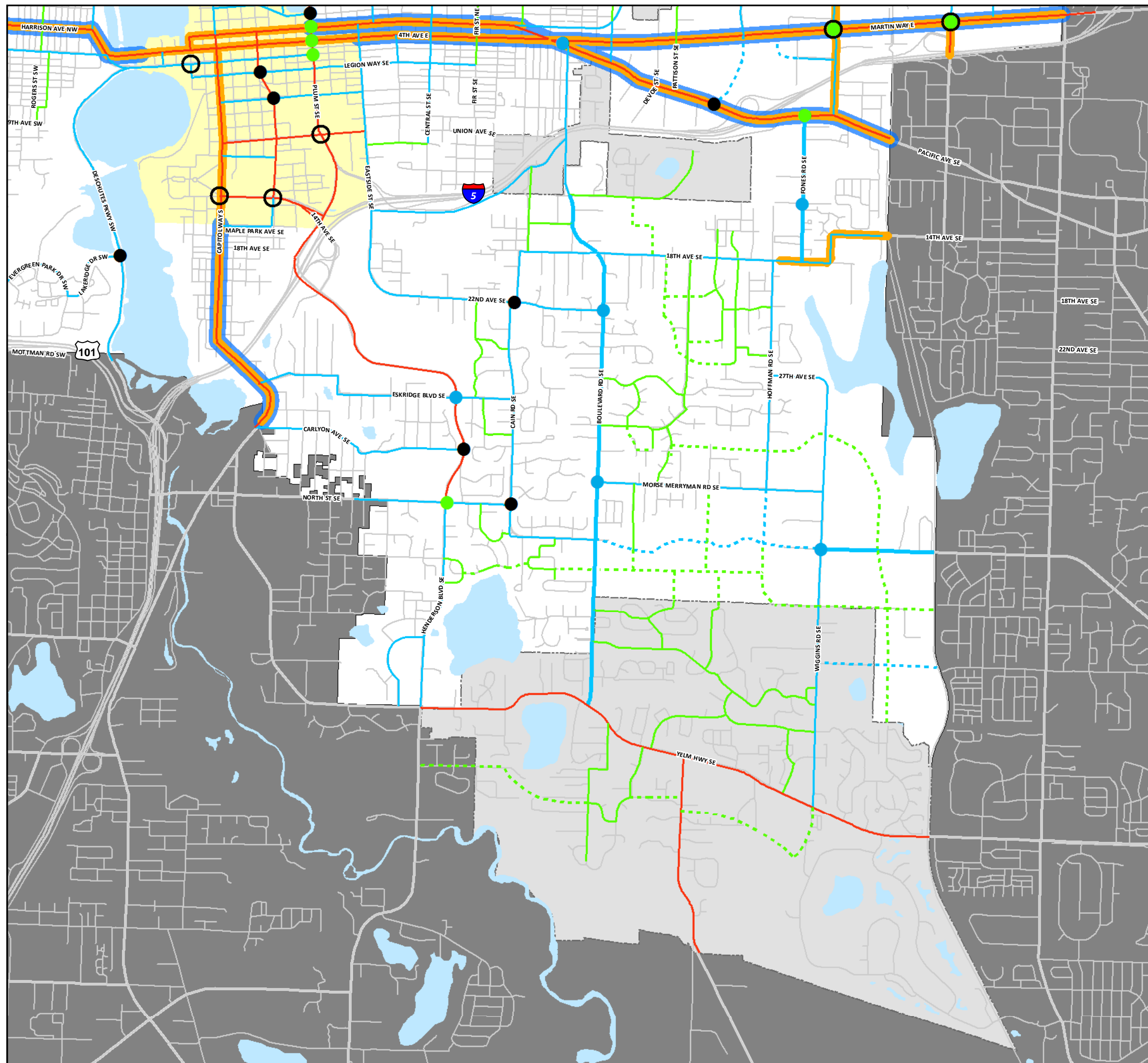
All widening projects will be built to current street standards.



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Transportation 2030 Southeast

April 2014



- Add Signal or Roundabout
- Add Turn Lanes Only
- Add Roundabout
- Level of Service (LOS) F*
- Existing Arterial
- Widening of Existing Arterial
- - - Future Arterial
- Existing Major Collector
- Widening of Existing Major Collector
- - - Future Major Collector
- Existing Neighborhood Collector
- - - Future Neighborhood Collector
- Strategy Corridor
- Urban Corridor
- Downtown
- Urban Growth Area
- City Limits

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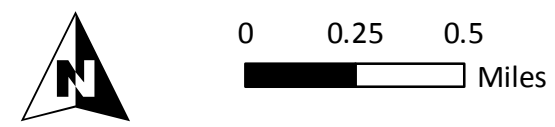
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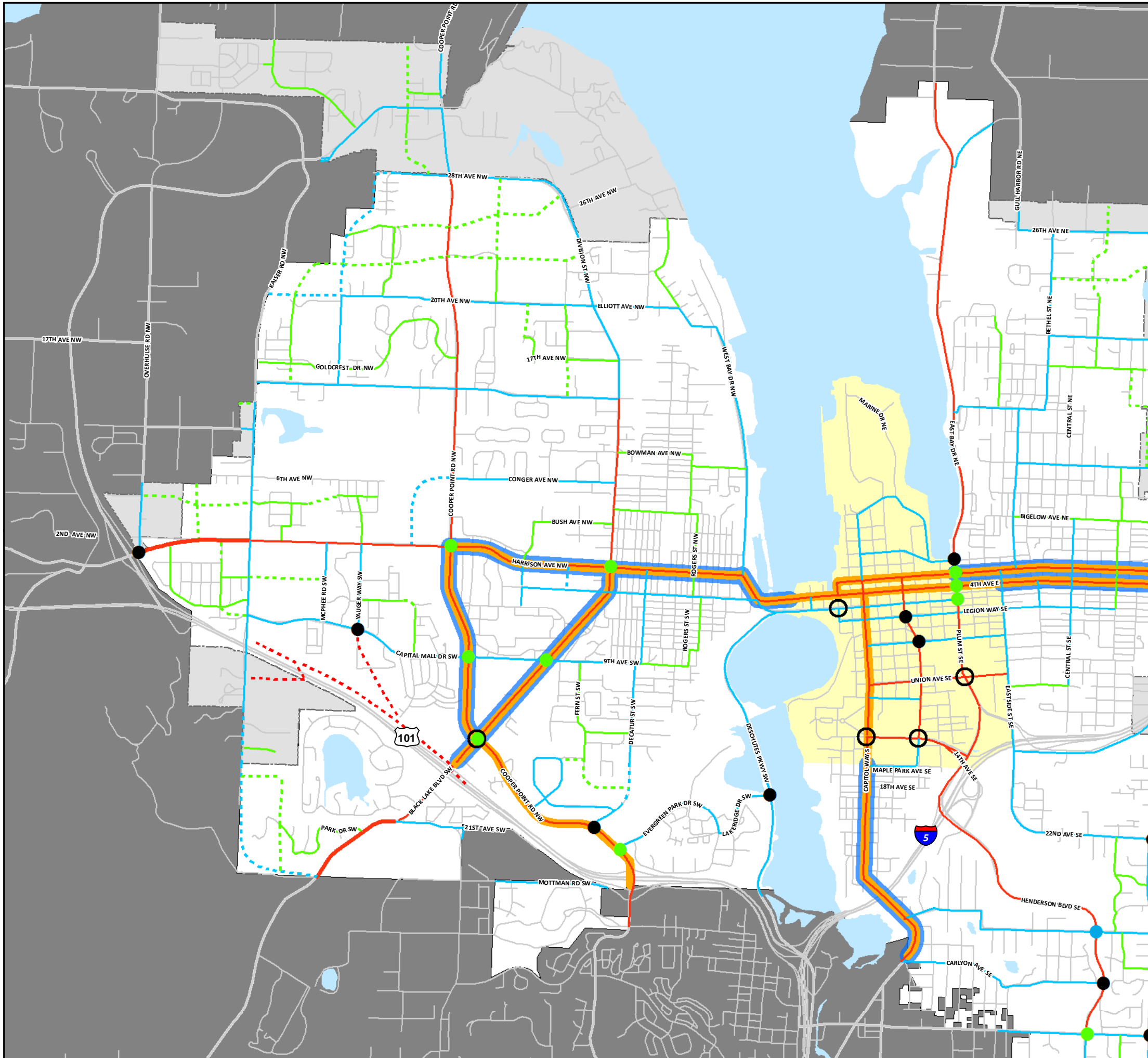


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Transportation 2030

Westside and Downtown

April 2014



- Add Signal or Roundabout
- Add Turn Lanes Only
- Add Roundabout
- Level of Service (LOS) F*
- Existing Arterial
- Widening of Existing Arterial
- - - Future Arterial
- Existing Major Collector
- Widening of Existing Major Collector
- - - Future Major Collector
- Existing Neighborhood Collector
- - - Future Neighborhood Collector
- Strategy Corridor
- Urban Corridor
- Downtown
- Urban Growth Area
- City Limits

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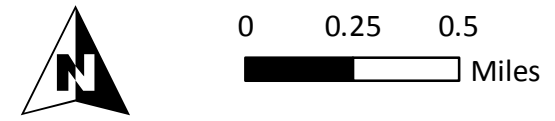
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Economy

Photo [here](#).
An employee at Olympia local business, Olykraut, stands in front of their wares

Introduction



The strength of **Olympia's economy** is what determines whether we are able to pay for the public services and special features that make our community a great place to live. And the community we create is the most effective tool we have for attracting and maintaining high-quality job opportunities. The quality of the community is the most powerful economic engine we have.

Olympians have told us they value an economy where:

- There are plentiful living-wage jobs.
- Consumers and the City support local entrepreneurs.
- Residents and businesses want many of their goods and services to come from local sources.
- A highly educated workforce, entrepreneurial spirit and culture of innovation energize our economy.
- Art projects, art events, and support for the arts are integral to the community and its economy.

A healthy economy must provide jobs that pay a living wage, usually defined as a wage that allows a household to meet its basic needs without the need for public assistance. The level of a living wage will vary based on the size and makeup of the household.

The table below shows living wages calculated for Olympia residents, based on the cost of food, housing, transportation, child care, and other basic needs; it assumes full-time, year-round employment.

Olympia Living Wage

(2010 data)

Household type	Monthly Income Needed	Annual Income Needed	Living Wage Per Worker
Single Adult	\$2,365	\$28,378	\$13.64
One Adult, one child (6-8)	\$3,438	\$41,260	\$19.84
One Adult, two children (1-2, & 6-8)	\$4,103	\$49,232	\$23.66
Two adults (one working), two children	\$3,719	\$44,630	\$21.46
Two adults (both working), two children	\$5,286	\$63,430	\$15.25

For a healthy economy to thrive over the long run, it must be able to absorb market changes and business-cycle fluctuations. This often requires a diverse economy, which can cushion the impact of one or more sectors in decline. A healthy economy provides a reliable tax base that generates revenues sufficient to keep pace with inflation. **When Olympia's economy stalls and taxes can't pay for existing programs, the City must eliminate jobs and services and construct fewer capital facilities to balance its budget.**

Olympia's Economic Profile



In general, cities play a relatively small part in the economic development arena, and Olympia is no exception. However, the City has the following roles:

- Using its land-use authority to provide places for businesses to locate.
- Maintaining an efficient, fair, transparent, and predictable permitting process that reduces business-cost and timeline uncertainties. .
- Collaborating with other public and private entities that have a more direct role in economic development, such as ports, business

associations, and economic development associations.

- Developing and maintaining the infrastructure healthy businesses and neighborhoods need.
- Investing in, traditional infrastructure, such as roads, sewer and water service, as well as in schools, parks, arts, and our the natural environment.

In 2013 the City initiated an economic development planning process to consider creating a Community Renewal Area in downtown and to provide an assessment of broader real estate market. This process resulted in the preparation of two key reports: *Investment Strategy: Olympia's Opportunity Areas* and the *Downtown Olympia Community Renewal Area Feasibility Study*. **These reports will help to refine the City's approach to economic development over the coming years and underpin the City's Community Renewal Area planning process.**

The Investment Strategy Report provided a community-wide assessment of key redevelopment opportunity areas. Six geographic areas were examined in detail:

Opportunity Site	Council-identified development opportunity
Kaiser/Harrison	Potential for neighborhood commercial/mixed-use/retail district on large single-ownership tract
Olympia Landfill	City-owned, potential major retail site adjacent to existing major retail area
Division/Harrison	Potential neighborhood center adjacent to established neighborhoods
Headwaters	Large multi-ownership parcel with wetland amenity and infrastructure challenges.
Kmart Site	Former K-mart site (currently vacant) on major close-in retail corridor
Downtown	Focus area for Community Renewal Area planning

This report recommends the City manage its development area assets as a portfolio that adheres to the community vision. This approach includes: (1) strategically investing in infrastructure improvements, such as roadways,

streetscape improvements, and property acquisition; (2) making necessary or desired regulatory adjustments, such as zoning changes; and (3) creating partnerships with developers and property owners to generate development returns that remain sensitive to market demand.

Olympia's three top employers:

Government:

Olympia is the capital of Washington and seat of Thurston County, and both provide many local jobs. In fact, government was the largest employer in Thurston County in 2010, contributing nearly 36,000 jobs. **What's more, many** of these government jobs are tied to our more diverse, statewide economy, which helps to shield our community from economic swings. Fluctuations in state government can affect our local economy.

According to the Investment Strategy Report, **"State government will remain a key industry in Thurston County, but its employment is forecast to decrease. State government is the largest employer in Thurston County, with 20,071¹ employees in 2013. Total state employment has been fairly flat since 2002, and has decreased since 2008. State government employment appears not to be growing in the near-term. This will likely affect demand for office space within the County. However, almost a third of state government employees statewide (32%) are over 55 years of age. As these employees retire over the next decade, many of those positions will likely be filled with younger employees. This trend could impact the demand for residential housing within Thurston County, regardless of the overall size of state government."**

The report continues, "while the State's office use has recently declined, in the last legislative session, it committed to consider a major investment in a 200,000 square foot office building downtown to accommodate its own needs for new office space. Adding this new square footage for State uses suggests that the existing vacancies in the private office market are unlikely to be filled with State workers, and that the City may continue to see a trend toward conversion of downtown office space to housing and other uses".

Healthcare:

Olympia is also a regional medical center, serving Thurston, Mason, Gray's

Harbor and Lewis counties. Health care is the Thurston County's second-largest employment sector, with an estimated 11,595 jobs.

Retail:

Olympia's shopping mall, auto mall, and downtown business core make it the region's largest retail center, providing significant sales tax revenue. Retail provides an estimated 11,076 jobs in 2010 and is the county's third largest employment sector. However, unlike our government and health care employers, retail provides an average living wage that is just under what the City estimates is needed for a single adult in Olympia.

Industry	Avg # Employees	Avg. Annual Wage
Ag., forestry, fishing, hunting	1,370	\$32,491
Mining	35	\$41,204
Utilities	169	\$75,435
Construction	3,274	\$41,893
Manufacturing	3,088	\$43,234
Wholesale Trade	2,697	\$83,700
Retail Trade	11,076	\$26,316
Transportation, warehousing	1,684	\$34,449
Information	991	\$46,379
Finance & Insurance	2,159	\$53,953
Real Estate & Rental, & Leasing	1,272	\$28,824
Professional & Technical Services	3,244	\$54,790
Management of Companies & Enterprises	663	\$59,515
Administrative & Waste Services	3,319	\$25,449
Educational Services	1,271	\$42,351
Health Care & Social	11,595	\$42,206

Assistance		
Arts, Entertainment & Recreation	1,189	\$16,783
Accommodation & Food Service	7,517	\$15,665
Other Services, except Public administration	4,431	\$25,753
Government	35,867	\$53,014
Not Elsewhere Classified	0	\$0
Total	96,767	\$42,370

The Investment Strategy Report adds, “The City of Olympia is projected to accommodate an estimated additional 18,000 jobs by 2035.”ⁱⁱ Of those, almost 75% of new jobs in Olympia will be in commercial sectors. Jobs in industrial sectors (10%) and government (15%) will make up the remainder of new employment. Countywide, the sectors with the largest forecasted new jobs are professional and business services. However, Thurston Regional Planning Council’s forecasts have construction employment growing substantially with total construction employment more than doubling by 2040 from 5,620 in 2010 to 12,700. Manufacturing employment is also forecasted to increase but at a much slower rate adding about 500 jobs from 2010 to 2040.”

Education and entertainment

Olympia is the region’s restaurant, art and entertainment Center. There are three nearby colleges, The Evergreen State College, St. Martin’s University, and South Puget Sound Community College, which have a major impact on the culture of our community, and our high average level of education.

The Port of Olympia

Olympia is also the only city in Thurston County with a deep water harbor. The Port of Olympia operates a marine import and export terminal, the largest recreational boating marina on South Puget Sound, and a state-of-the-art boatyard. The Port is also the home of many private, marine-related businesses, the Batdorf and Bronson Roasting House, the Olympia Farmers’ Market, and many professional offices and retail businesses.

Among our partners in economic development, the Port of Olympia has the **closest relationship to Olympia's economy**, and its mission is to grow the Thurston County economy, move people and goods, and improve the **County's recreation options and environment. The Port is a special-purpose district**, and its boundaries are the same as Thurston County's.

The Port owns 200 acres along Budd Inlet near **Olympia's central business district**. The **Comprehensive Scheme of Harbor Improvements, the Port's land-use plan** for its Olympia properties, includes industrial uses in the vicinity of the Marine Terminal, recreational boating uses at the Swantown Marina and Boatyard, and mixed uses in the Market, North Point, and East Bay Districts. Recreational uses are envisioned throughout its mixed-use districts and the Marina. For example, the East Bay District is a significant investment and downtown redevelopment opportunity, home to the Hands On **Children's Museum and East Bay Plaza**.

Although a smaller factor in our local economy than state government, the **Port's** potential is significant and gives the City an opportunity to further diversify its economy.

In addition, Olympia is well-served by its highway network, which includes Interstate 5 and Highway 101, with links to State Route 8 and the Olympic and Kitsap Peninsulas. All of this means **Olympia's location provides easy access to a variety of recreational opportunities -- from bike trails and kayaking within our city limits, to skiing and hiking in the mountains, to beachcombing along the coast and regional customers for the area's retail businesses and health care providers.**

Key findings from the Feasibility Study include:

- **State government anchors the employment base in Thurston County. Government employment is down though in recovery. State government employment does not look to be growing in the near term and will not be a driver of the regional economy in the near future. This trend impacts the demand for office space, both existing and new development.**
- **Thurston County benefits from regional economic growth and activity in the Puget Sound region that filters down to the County as the region grows. Joint Base Lewis McChord has increased demand for housing in the region, particularly in Lacey.**
- **Rents for most development types are still at a low point from the recession, which makes it difficult for new development to substantially increase the income potential of a property through redevelopment. There are a number of sites throughout the region for development to choose from. New development will likely choose the easiest and cheapest sites before more challenging in-fill development.**

- Suburban/urban infill development continues to be oriented towards vacant land. Much of the new development in areas since 2000 (for all product types) has been oriented around areas easily accessibility from Interstate-5 and major arterials with less expensive land.
- There are growing signs of an urban infill market in Olympia in part driven by a changing demographic oriented urban living. In the last ten years, most recent building activity in Olympia has focused on rehabilitation or remodeling of existing space with limited new development. As growth picks up, multi-family development is the most likely market ready, and it likely will occur in easily developable and/or high amenity areas that are most attractive.
- Continued population growth in the region will generate demand for additional housing and commercial services, such as general services, retail, and health care. However, there is not a shortage of easily developable sites, (e.g. vacant, low intensity) throughout the region, which gives uses a number of site options to choose from.

The Downtown Olympia

Downtown Olympia is a special place, with the only urban waterfront in the area, it serves as **not just Olympia's downtown but the region's**. Downtown Olympia **is home to the region's major performing arts**, museums, banking, dining and entertainment facilities as well as the Port of Olympia and the LOTT Clean Water Alliance regional treatment facility.

Thursday, Friday and Saturday evenings see the streets of downtown come alive with theater patrons, dinners and a lively bar scene. Recent **enhancements such as the Hands on Children's Museum, East Bay Plaza, LOTT's WET Center and Percival Landing reconstruction** only add to **downtown's** status as a destination.

The proximity of the Capital Campus to downtown create a strong relationship between the campus and downtown that is enhanced by the presence of the Dash Shuttle an Intercity Transit bus that operates on 10 to 15 minute headways.

Starting in 2012 there have been several conversions of second floor offices to residential units. Over 50 new units are either finished or under construction. These units represent the first new market rate housing in downtown in many years. A large apartment building is currently **proceeding through the City's permitting process** representing another significant step forward for downtown housing.

Downtown remains a work in progress and the City has invested heavily

from both a capital facilities and services perspective. Over the past three years the City has used an action oriented program known as the Downtown Project to effect change. The Downtown Project has included key elements such as enhancing the downtown walking patrol, replacing parking pay stations, creating a Downtown Ambassador program, establishing an Alcohol Impact Area, and construction of parklets to name just a few.

The City has initiated a Community Renewal Area (CRA) planning process for downtown. The *Downtown Olympia Community Renewal Area Feasibility Study* was the second significant work product related to **Olympia's CRA process. This report provides the outline and support materials for the ultimate creation of a CRA in Downtown Olympia.**

Key findings related to downtown from the *Feasibility Study* include:

- Demand from those users who need to be downtown (such as state government, the Port, and related uses) is not a growing part of the economy.
- The redevelopment hurdle downtown is higher than other locations because of higher land and construction costs.
- Commercial rents are not yet high enough to justify new commercial construction in Downtown Olympia.
- Office rents have decreased from (\$19.60/SF/Yr in 2009 to \$15.70/SF/Yr today as vacancies have increased.
- Retail rents are more stable, but decreased from \$14.10/SF/Yr in 2009 to \$12.10/SF/Yr today.
- Low vacancy rates and modest rent increases for apartments citywide, as well as some anecdotal evidence suggest that there is near term demand for multi-family housing. Recent successful multi-family(housing projects, building(reuse) have occurred downtown as well.
- Over \$100 million of public investment has been made downtown by the City and Port of Olympia in new buildings and parks, including a **new City Hall, the Hand On Children's Museum, LOTT Clean Water Alliance offices, East Bay Plaza, and Percival Landing.**

The Community Renewal Area law was created by the state specifically to give communities the tools that they need in order to help areas such as the downtown move forward. Washington law (RCW 35.81) allows cities to establish a Community Renewal Area through the designation of a geographic area that contains blight and the creation of a Community

Renewal Plan for addressing that blight. Many Washington cities have used CRA to develop and implement redevelopment plans, including Vancouver, Shoreline, Everett, Bremerton, and Anacortes.

Olympia's downtown is the urban center for the entire region; residents and business owners would all benefit from a more active, vibrant downtown. However, parts of downtown are widely recognized as "blighted," with several condemned or obsolete buildings occupying key properties. Soil contamination, soils subject to liquefaction and rising seas also contribute to the blight. Re-development is stuck despite the area's unparalleled assets. The City has an interest in improving the downtown and enhancing its economic productivity in a manner consistent with the rest of this plan. The creation of a CRA may be one way to accomplish this objective.

A Healthy Economy Enhances our Quality of Life



Olympia enjoys a relatively healthy economy and stable revenue base, making it possible for it to invest in public improvements and services. These include the Washington Center for the Performing Arts, The Olympia Center, Percival Landing, the Farmers Market, new sewer capacity, new roads, and other needed infrastructure. All of this makes Olympia increasingly attractive to private investors, which will further increase our revenue base, and make more community improvements possible.

[Table here](#)

Olympia's revenue comes from a mix of taxes and fees. The Olympia General Fund Revenues Per Capita table shows the sources of the City's General Fund revenues, over the last 15 years on a per capita basis. Olympia's largest revenue source is taxes, which represents well over half of the General Fund's revenue. The Olympia Tax Revenues Per Capita table provides a breakdown of taxes by various categories. Significant tax revenues come from commercial hubs such as the auto mall and regional shopping areas, construction and construction related industries.

[Olympia Tax Revenues per capita are here](#)

While taxes on a per-capita basis have generally increased during the last few decades, our revenue from sales, business and property taxes fluctuates with the state of the general economy. Revenue from sales tax

falls when consumers spend less. The property tax we collect per capita falls when **property tax levies don't keep pace with** population growth. Finally, property taxes have been limited by Initiative 747, passed by Washington voters in 2001, which limits growth in property tax revenue to 1 percent per year a rate that generally lags well behind the increasing costs of providing those services.

Yet major City services depend on these tax revenues. City residents, as well as workers and shoppers coming to Olympia require maintained streets, police and fire protection, water and sewer service, and more. Growing neighborhoods require these same services, plus parks (provided by the City) and schools (provided by the school district). The challenge is to provide these services at high quality for the best cost, and meet those standards when City revenues decline, by finding new revenue options or cutting services.

Maintaining and improving **Olympia's infrastructure** puts another large demand on the City's funds, made even more challenging as federal and state assistance has declined. Yet, an adequate and dependable infrastructure is critical to our ability retain and attract businesses.

Community Investment



Private investment can expand **a community's economy and strengthen its** material prosperity. But an infrastructure needs to be in place, or underway, to interest private businesses in locating or expanding in Olympia. For this reason, **it's critical for any community** to invest resources in capital facilities that will support a healthy local economy *and* its values and vision for the future.

Recent capital investments have included:

- **Olympia's new City Hall and the reopening of** Percival Landing (Phase 1) in 2011, together an investment of over \$50 million.
- In the East Bay area, the LOTT WET Science Center, East Bay Plaza, and the **Hands On Children's Museum** are providing more family activities downtown.
- New sidewalks and transportation corridors at Boulevard Road and Harrison Avenue now make it easier to get around by foot, bike,

- bus or car.
- Our new Fire Station 4 has lowered 911 response times.
- Planned upgrades to our water supply will help to ensure an adequate and high quality water supply for decades to come.

All of these projects are examples of how our investments have improved our public spaces and quality of life and have provided the impetus for more private investment to follow.

[Photo here](#)

Crown Beverage Packaging's 115 employees make 1.5 billion beverage cans each year from recycled aluminum. They have been part of Olympia since 1959.

Over the next 20 years, Olympia must continue to make judicious "up-front" investments that bring development to targeted areas, using its partnerships as effectively as possible. To keep them affordable, such investments will need to be located in the downtown, *Investment Strategy Report* opportunity areas or Urban Corridors. Projects that "leap-frog" to remote sites outside of our existing infrastructure can be prohibitively expensive to develop.

The *Investment Strategy Report* recommends that the City should proactively:

- **Review changing market dynamics** to identify new barriers and opportunities to allow the City to invest in the most market-feasible projects.
- **Develop relationships with property owners and other stakeholders to learn about their interests and short-term and long-term development goals.** Given the barriers to development described in the report, the City will need to establish new partnerships with property owners and developers if it wishes to achieve development in the opportunity areas that is compatible with the City's Comprehensive Plan. Community and neighborhood stakeholders are also critical to this process.
- **Continue and improve community conversations to better clarify and articulate desired development outcomes and coordinate stakeholders' visions for development.** This work would help to refine the City's policy goals for the opportunity areas

and other areas through the comprehensive planning process. Given long-term demographic shifts, the City should support higher density, infill development to achieve multiple public policy goals.

- **Take advantage of opportunities when they present themselves**, which may mean that the City would focus on new opportunity areas, or move forward with actions in existing opportunity areas ahead of schedule.
- **Coordinate funding opportunities with other public stakeholders** (the County, transit agency, the Port of Olympia, the State of Washington, others) with the City's CFP for major infrastructure investments that move the implementation forward.

Coordinate with planning and implementation in key opportunity areas. Some initial steps toward implementation are already underway, including the Martin Way Corridor Study and the Comprehensive Plan update. The Martin Way Corridor Study is evaluating infrastructure investments that can improve access and safety for all transportation modes, and spur higher density development. The City could consider combining subarea planning efforts with the comprehensive planning process for the Kaiser/Harrison and Division/Harrison areas.

In addition to the City's work on the Community Renewal Area Olympia has recently established a Section 108 Loan Program. This program leverages the City's annual CDBG Allocation to create a loan pool to promote economic development opportunities within our community. These funds must be used in a manner consistent with the Department of **Housing and Urban Development's regulations. Generally these** funds can be used to support economic development projects that create jobs for low to moderate income people or support reinvestment in areas such as downtown where low to moderate income people live.

Economic development efforts must be consistent with growth management goals and not strain the capacity of our natural resources. They must be consistent with the efficient and appropriate use of land. The impact of new business must not compromise the local environment. Economic development does not mean "growth," although growth of jobs, population and revenue may be a byproduct. While growth can improve a **community's** quality of life, economic development must be carefully planned. Our investment today in new buildings, streets and should not damage the ability of future generations to meet their needs.

Change:

Goals and Policies

 SHARE

Olympia has a stable economy that provides jobs that pay a living wage.

 SHARE

PE1.1 Provide a desirable setting for business investment and activity.

PE1.2 Develop or support programs and strategies that encourage living-wage jobs.

Olympia has a strong revenue base.

 SHARE

PE2.1 Encourage retail, office, **medical** and service activities for their value in providing employment and tax revenues.

PE2.2 Identify major revenue-generating sectors and identify actions the City can take to help maintain their economic health.

PE2.3 Ensure that the total amount of land planned for commercial and industrial uses is sufficient for expected demand.

PE2.4 Diversify the local economy in a way that builds on our stable public sector base, and by supporting businesses that can reduce reliance on goods and services from outside the community.

PE2.5 Support employers who export goods and services to regional, national or international markets, but keep jobs and dollars in Olympia.

PE2.6 Regularly review the development market to identify changing circumstances that create barriers or opportunities for investment in our community.

PE2.7 ~~Continue to u~~Use the City's Section 108 Loan program to promote job creation and redevelopment activity that benefits low to moderate income people in our community.

A vital downtown provides a strong center for Olympia's economy.

+ SHARE

PE3.1 Support a safe and vibrant downtown with many small businesses, great public places, events, and activities from morning through evening.

PE3.2 Support lively and active downtown parks and waterfront attractions.

PE3.3 Promote high-density housing downtown for a range of incomes.

PE3.4 Protect existing trees and plant new ones as a way to help encourage private economic development and redevelopment activities.

PE3.5 Support continuation of the Dash Shuttle as a means of linking the Capital Campus and downtown.

PE3.6 ~~Support continuation of the~~ Use tools such as the Downtown Project, establishment of a Community Renewal Area, creation of a downtown master plan and other planning efforts ~~directed at improving to improve~~ the economic and social health of downtown.

PE3.7 ~~Support u~~ Use of the Section 108 Loan Program to encourage economic investment and job creation in our downtown that benefits low to moderate income people.

The City achieves maximum economic, environmental and social benefit from public infrastructure.

+ SHARE

PE4.1 Plan our investments in infrastructure with the goal of balancing economic, environmental and social needs, supporting a variety of potential economic sectors, and creating a pattern of development we can sustain into the future.

PE4.2 Stimulate and generate private investment in economic development and redevelopment activities as recommended in the Investment Strategy Report.

PE4.3 Make decisions to invest in public infrastructure projects after analysis determining their total costs over their estimated useful lives, and

their benefit to environmental, economic and social systems.

PE4.4 Consider whether the public cost of new or improved infrastructure can be recovered through increased revenues the City can expect from the private investment the improvement will attract.

PE4.5 Identify and take advantage of infrastructure grants, loans, and other incentives to achieve the goals of this Comprehensive Plan.

PE4.6 Economic uncertainty created by site contamination can be a barrier to development in downtown and elsewhere in our community; Identify potential tools, partnerships and resources that can be used to create more economic certainty for developments by better characterizing contamination where doing so fulfills a public purposes.

PE4.7 Identify where new and upgraded utilities will be needed to serve areas zoned for commercial and industrial use, and encourage the development of utilities to service these areas.

PE4.8 Investigate the feasibility of the City providing telecommunications infrastructure, or other new forms of infrastructure.

PE4.9 Collaborate with public and private partners to finance infrastructure needed to develop targeted commercial, residential, industrial, and mixed-use areas (such as Downtown Investment Strategy Report opportunity areas and along Urban Corridors) with water, sewer, electricity, street, street frontage, public parking, telecommunications, or rail improvements, as needed.

PE4.10 Encourage new development in areas the City has designated for "infilling," before considering proposals to expand land-use areas, or add new ones.

PE4.11 Serve sites to be designated for industrial or commercial development with required utilities and other services on a cost-effective basis and at a level appropriate to the uses planned for the area and coordinated with development of the site.

PE4.12 Avoiding building lengthy and expensive service extensions that would cost more than could ever be recovered from revenues.

The City has responsive and efficient services and permitting processes.

+ SHARE

PE5.1 Maintain **the City's** high quality customer service and continuously seek to improve it.

PE5.2 Use regulatory incentives to encourage sustainable practices.

PE5.3 Improve the responsiveness and efficiency of the **City's** permit system, in part by identifying and removing waste, lack of clarity, duplication of efforts and other process inefficiencies that can occur in the development review process.

PE5.4 Create more predictability in development review process to reduce costs, without eliminating protections.

PE5.5 Eliminate redundancy in review processes, and create clearer rules.

PE5.6 Create a review process that is easy for all parties to understand at every stage and that invites input from affected parties as early as possible in the development process.

PE5.7 Use tools such as Form Based Codes, Subarea Plans, Focus Area Plans, Community Renewal Area planning and other proactive planning processes and tools to define and develop a shared redevelopment vision for specific areas within the community such as those identified in the Investment Strategy Report and elsewhere in this plan.

Collaboration with other partners maximizes economic opportunity.

+ SHARE

PE6.1 Support appropriate economic development efforts of our neighboring jurisdictions, recognizing that the entire region benefits from new jobs, regardless of where they are.

PE6.2 Collaborate with neighboring jurisdictions to develop a regional strategy for creating a sustainable economy.

PE6.3 Look for economies of scale when providing services at the regional level.

PE6.4 Prepare preliminary studies for priority development sites (such as Downtown, **Investment Strategy Report opportunity areas** or Urban

Corridors) in advance, so the City is prepared for development applications, and the process can be more efficient.

PE6.5 Collaborate with local economic development organizations to create new **and maintain existing** living-wage jobs.

PE6.6 Work closely with state and county governments to ensure their offices and facilities are in the City of Olympia, **which is both the state's** capitol and the county seat. Continue to work with the State of Washington on its Preferred Leasing Areas Policy and collaborate with Thurston County government to accommodate the needs for county courthouse-related facilities.

PE6.7 Collaborate with The Evergreen State College, St. Martin's University, and South Puget Sound Community College on their efforts to educate students in skills that will be needed in the future, to contribute to **our community's** cultural life, and attract new residents.

PE6.8 Encourage **Evergreen State College, St. Martin's University, and South Puget Sound Community College** to establish a physical presence in downtown.

PE6.9 Collaborate with hospitals and other health care providers to identify actions the City could take to support their role in ensuring public health and their vitality as a major local employment base **and to establish a physical presence in downtown.**

PE6.10 Work with the Thurston Economic Development Council to identify businesses that support the health care sector, and identify what the City can do to help them **succeed.**

PE6.11 Support our neighboring jurisdictions in their role as the regional center for other activities, such as manufacturing, freight transportation, and air transportation.

PE6.12 Collaborate with the Port in its role of facilitating economic development, while continuing to exercise regulatory control over Port development and operations.

PE6.13 Balance the **Port's** need for truck and rail transportation corridors, while minimizing conflicts with other traffic needs and land use goals.

PE6.14 Coordinate funding opportunities with other public stakeholders (the County, Intercity Transit agency, the Port of Olympia, the State of

Washington, Olympia School District, others) with the City's CFP for major infrastructure investments to maximize the impact of those investments.

Community and Economy



In 2009, Olympia was selected as one of the Top 10 Best Cities in the nation, by Kiplinger's Personal Finance Magazine. While identifying state government as the "keystone of Olympia's economy," it called Olympia itself a "cultural diamond in the rough" where a thriving visual and performing arts scene is celebrated. It is our individuality as a community -- and our quirkiness -- that sets us apart from other communities, and which makes Olympia such a great place to live and start a business.

According to the 2011 Thurston County Creative Vitality Index, more than 650 "creative jobs" were added to the community between 2006 and 2009. These include public relations specialists, writers, librarians, photographers, architects, and others in "creative occupations."

[Photo here](#)

[Downtown Olympia's shops, restaurants and theaters are a draw for citizens and visitors alike.](#)

Olympia has received many awards for livability over the years. In 2010, Olympia was recognized as the most secure mid-sized city in the U.S by Farmers Insurance, based on factors that included crime statistics, weather, risk of natural disasters, housing depreciation, environmental hazards, and life expectancy. In 2010, the *Gallup-Healthways Well-Being Index* ranked Olympia in the top 20% of cities in Washington State. Its survey categories included life evaluation, emotional health, physical health, healthy behaviors, work environment, clean water, and general satisfaction with life and work.

Several recent studies suggest that a sense of "place" - a sense of authenticity, continuity and uniqueness - is the key to a community's future economic opportunity. One study found that cities in which residents reported highest levels of attachment to and passion for their communities also had the highest rates of economic growth over time. These studies also discovered that qualities such as a welcome and open feeling, attractiveness, and a variety of social events and venues all

contributed to this emotional bond. Parks and trees, community and historic landmarks, and public art also contributed to that hard-to-define “sense of place.”

A Diverse Economy



Those same qualities that contribute to the strong emotional bonds many residents form with Olympia also appeal to visitors. Visitors contribute to our economy by shopping, dining, taking in a performance in one of our theaters, and spending the night in a hotel. According to the Thurston Visitor and Convention Bureau, in 2009, Thurston County businesses generated an estimated \$66.9 million from tourism alone – spending on accommodations and food service, arts, entertainment and recreation, retail and travel. This revenue generated an estimated \$19.6 million in local and taxes that year, and employed an estimated 3,000 people.

[Photo here](#)

[According to the Thurston County Creative Vitality Index, Performing Arts revenue grew 1.4% between 2008 and 2009.](#)

Olympia’s arts community is also a draw for tourism, and one of its beneficiaries.

Music

According to findings from a study completed by students at The Evergreen State College for the Olympia Arts Commission, the music industry in Olympia generated an estimated \$27 million in total business revenues --including manufacturing, retail, and venue receipts-- in 2008, contributing approximately \$2.5 million in local and state taxes for that year.

Theater

The Arts Alliance of Downtown Olympia determined that in 2009, local theaters brought 167,000 people downtown to attend more than 500 live performances, primarily in the evenings and Sunday matinees. The industry had a \$3.8 million operating budget, and brought in an estimated \$1.6 million to the community in local pay and benefits.

Artists as business owners

As of January 2010, State Senate District 22, which includes Olympia, was

home to 410 arts-related businesses that employed 1,374 people, according to a report published by the national organization, *Americans for the Arts*. According to the report, "Arts-centric businesses play an important role in building and sustaining economic vibrancy. They employ a creative workforce, spend money locally, generate government revenue, and are a cornerstone of tourism and economic development."

Small businesses

According to the Thurston Economic Development Council, an estimated 14,000 small businesses are registered in Thurston County, and 92% of them employ 10 or fewer people. Small businesses include service providers, small manufacturers, farmers, artists, and many of the retail businesses that set our community apart from others.

[Photo here](#)

[Olykraut is a small artisan company, turning local produce into value-added product since 2008.](#)

But for these businesses to provide a living wage [for their owners and employees], they need a strong customer base. Since 2007, the Olympia-based volunteer organization, *Sustainable South Sound* has hosted a "Buy Local" program, which encourages citizens to shop at local farms and businesses. The program has an education and outreach program that shows people where their dollars go, based on where they shop, and a savings book with incentives to shop at more than 140 participating farms, businesses and organizations. They also help businesses find local sources for the goods and services they need for their own operations. Business training and support is available through our local colleges and university, the Thurston Economic Development Council, and Olympia-based *Enterprise for Equity*, which helps people with limited incomes start and sustain small businesses.

Goals and Policies

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Public and private investors are aware of Olympia's advantages.

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PE7.1 Actively promote economic activities that are consistent with the values expressed in this Comprehensive Plan.

PE7.2 Market Olympia's advantages to local and out-of-town businesses that may be considering expansions or new facilities in the area.

PE7.3 Define a more active City role in stimulating development, and influencing the design and type of development.

PE7.4 Continue to coordinate and partner with the Thurston County Economic Development Council to promote Olympia's economic redevelopment opportunities.

Historic resources are used to promote economic stability in the City.

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PE8.1 Strengthen economic vitality by helping to stabilize and improve property values in historic areas through the continued support of the Heritage Commission and planning to protect and promote our historic resources.

PE8.2 Encourage new development to harmonize with existing historic buildings and areas.

PE8.3 Protect and enhance the City's ability to attract tourists and visitors through preservation of historic resources.

PE8.4 Renovation, reuse and repair of existing buildings is preferable to new construction and should be done in a manner that protects and enhances the resource when historic properties are involved.

PE8.5 Help low- and moderate-income individuals rehabilitate their historic properties.

Tourism is a community revenue source.

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PE9.1 Provide or support, services and facilities to help visitors enjoy our community's special events and unique character, and work to fully capture the potential economic benefits of their visits.

PE9.2 Continue to support efforts to restore, maintain and improve

Olympia's local museums and other attractions.

PE9.3 Support continued tree plantings as a way to continually improve on Olympia's natural beauty and attractiveness to tourists – and to help create a network of scenic roadways and streets.

PE9.4 Implement strategies to enhance heritage tourism opportunities.

Olympia is a regional center for arts and entertainment.

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PE10.1 Continue to provide programs and services that support arts activities in Olympia.

PE10.2 Support local art galleries, museums, arts and entertainment facilities, organizations, and businesses.

PE10.3 Examine the feasibility of establishing an arts center for the community.

Small businesses contribute to Olympia's economic diversity.

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PE11.1 Promote the concept that buying from local businesses is a way to strengthen the local economy.

[Change:](#)

PE11.2 Provide support for start-up businesses. Develop local awareness of the need for business incubator facilities, and allow for more home-based businesses.

For More Information

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- [Knight Soul of the Community Project](#)  studies that sense of "place" that attached people to their communities
- Port of Olympia Comprehensive Scheme of Harbor Improvements
- Port of Olympia 2013-2025 Strategic Plan Vision 2025

- [The Profile](#) ⁱ is the Thurston County Regional Planning Council's flagship document that provides demographic, statistical and mapping information. [Thurston Economic Vitality Index](#) ⁱⁱ provides both a trend analysis and snapshot of Thurston County's economy based upon a series of key indicators
- [Washington State County Travel Impacts 1991-2009](#) ⁱ examines the economic significance of the travel industry in the 39 counties of Washington state from 1991-2009
- [Investment Strategies Report: City of Olympia Opportunity Areas](#)
- [Downtown Olympia Community Renewal Area Feasibility Study](#)

ⁱ Source: Washington Department of Personnel, 2013

ⁱⁱ Thurston County Employment Forecast Allocations, 2013. Thurston Regional Planning Council.