



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, May 7, 2019

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [19-0258](#) Special Recognition - Proclamation Recognizing Bicycle Commuter Month

Attachments: [Proclamation](#)

2.B [19-0416](#) Special Recognition - Proclamation Recognizing Olympia Heritage Month and Review of Nominees for 2019 Historic Preservation Awards

Attachments: [Proclamation](#)

3. PUBLIC COMMENT

(Estimated Time: 0-30 Minutes) (Sign-up Sheets are provided in the Foyer.)

During this portion of the meeting, citizens may address the City Council regarding items related to City business, including items on the Agenda. In order for the City Council to maintain impartiality and the appearance of fairness in upcoming matters and to comply with Public Disclosure Law for political campaigns, speakers will not be permitted to make public comments before the Council in these three areas: (1) 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, or (2) where the public testimony may implicate a matter on which the City Council will be required to act in a quasi-judicial capacity, or (3) where the speaker promotes or opposes a candidate for public office or a ballot measure.

Individual comments are limited to three (3) minutes or less. In order to hear as many people as possible during the 30-minutes set aside for Public Communication, the City Council will refrain from commenting on individual remarks until all public comment has been taken. The City Council will allow for additional public comment 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 [19-0441](#) Approval of April 23, 2019 City Council Meeting Minutes

Attachments: [Minutes](#)

- 4.B [19-0428](#) Approval of 2019 Historic Preservation Award Nominees

Attachments: [WELL 80 Award Nomination 2019](#)
[Jeannette Hayner Media Center Award Nomination 2019](#)
[Jackie Wall Award Nomination 2019](#)
[Michelle Sadlier Award Nomination 2019](#)

- 4.C [19-0434](#) Approval of the Proposed Agenda, Location, and Trainer for the Mid-Year City Council Retreat on June 8, 2019

Attachments: [Draft Retreat Agenda](#)

- 4.D [19-0327](#) Approval of a Resolution Authorizing a Professional Services Agreement for the Elliott and Fir Street Reservoirs Seismic Retrofit Project

Attachments: [Resolution Agreement](#)
[Scope of Work and Cost Proposal](#)
[Vicinity Map](#)

- 4.E [19-0351](#) Approval of a Resolution Authorizing Property Acquisitions at the Intersection of Henderson Boulevard and Eskridge Boulevard

Attachments: [Resolution](#)
[Chesanow Statutory Warranty Deed](#)
[Adventists Statutory Warranty Deed](#)
[Chesanow Acceptance Letter](#)
[Adventists Acceptance Letters](#)
[Adventists Explanation Letter](#)
[Vicinity Map](#)

4. SECOND READINGS (Ordinances) - None

4. FIRST READINGS (Ordinances) - None

5. PUBLIC HEARING

- 5.A [19-0429](#) Public Hearing to Consider an Ordinance Declaring a Continuing State of a Public Health Emergency Related to Homelessness - First and Final Reading

Attachments: [Ordinance](#)

6. OTHER BUSINESS

- 6.A [19-0419](#) Launch of the 2019 Community Development Block Grant (CDBG) Annual Action Plan and Public Process and an Amendment to the 2018 CDBG

Annual Action Plan

Attachments: [CDBG 2019 Action Plan – Citizen Summary](#)
[Assistance for Displaced Tenants in CDBG-funded Properties](#)
[Olympia CDBG Program Annual Cycle](#)
[CDBG Five-Year Strategies - Overview](#)

7. CONTINUED PUBLIC COMMENT

(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 Executive Assistant 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 Council

Special Recognition - Proclamation Recognizing Bicycle Commuter Month

Agenda Date: 5/7/2019
Agenda Item Number: 2.A
File Number: 19-0258

Type: recognition **Version:** 1 **Status:** Recognition

Title

Special Recognition - Proclamation Recognizing Bicycle Commuter Month

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Proclaim May as Bicycle Commuter Month.

Report

Issue:

Whether to proclaim May as Bicycle Commuter Month.

Staff Contact:

Michelle Swanson, AICP, Associate Planner, Public Works | Transportation, 360.753.8575.

Presenter(s):

Michelle Swanson, AICP, Associate Planner

Duncan Green, Intercity Transit, Bicycle Commuter Challenge Coordinator

Background and Analysis:

The 32nd Annual Thurston County Bicycle Commuter Challenge (BCC) happens in May. Duncan Green from Intercity Transit, which runs the BCC, will receive the proclamation.

Last year, more than 1,100 people in Thurston County took part in the BCC, counting their practical trips taken by bicycle. They biked a total of 99,901 miles to places like stores, work, school, or to run errands. This prevented about 50 tons of greenhouse gases from entering the atmosphere, reduced wear and tear on our streets, and prevented toxins from going into the water.

Among those people were 30 City employees and family members, who rode a total of 2,115 miles and prevented about a ton of greenhouse gas emissions.

This year, the City recently finished building a bicycle and pedestrian pathway that links the end of Ensign Road to the Chehalis Western Trail. The pathway connects residents and employees in the Lilly Road area to the more than 43 miles of paved trails in Thurston County. The City is also continuing to work on a Transportation Master Plan, which will help identify and prioritize projects to make it easier for people to get around on a bicycle in Olympia.

Attachments:

Proclamation

PROCLAMATION

WHEREAS, transportation accounts for about a third of the energy use in Thurston County, and about half of CO2 emissions from fossil fuel; and

WHEREAS, the City has a goal to reduce greenhouse gas emissions; 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 a Bike Corridor, 32 miles of bicycle lanes, and 10 miles of the regional trail system within City limits, and

WHEREAS, the City of Olympia continues to expand the bicycle network, and

WHEREAS, Intercity Transit, with many sponsors including the Capital Bicycling Club and 44 local and regional businesses, is hosting the 32nd Annual Bicycle Commuter Challenge during the month of May 2019.

NOW, THEREFORE, BE IT RESOLVED that in recognition of the 49th Earth Day and the 62nd National Bike Month, the Olympia City Council hereby proclaims the month of May 2019 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 7th DAY OF May, 2019.
OLYMPIA CITY COUNCIL

Cheryl Selby
Mayor



City Council

Special Recognition - Proclamation Recognizing Olympia Heritage Month and Review of Nominees for 2019 Historic Preservation Awards

Agenda Date: 5/7/2019
Agenda Item Number: 2.B
File Number: 19-0416

Type: recognition **Version:** 1 **Status:** Recognition

Title

Special Recognition - Proclamation Recognizing Olympia Heritage Month and Review of Nominees for 2019 Historic Preservation Awards

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Proclaim May 2019 as Heritage Month and review of nominations for the 2019 Historic Preservation Awards.

Report

Issue:

Whether to proclaim May 2019 as Historic Preservation Month and review recipients of 2019 Historic Preservation Awards.

Staff Contact:

Marygrace Goddu, Historic Preservation Officer, Community Planning & Development, 360.753.8031

Presenter(s):

Marygrace Goddu, Historic Preservation Officer
Members of the Heritage Commission

Background and Analysis:

Each year in May the City of Olympia recognizes the value of our shared history and heritage by declaring May to be Heritage Month, and hosting a series of educational events. This month will kick off a year-long focus by our City's Heritage Commission on the value of historic windows - "windows to the soul" for historic buildings -- with displays and workshops. A proclamation has been prepared.

The Heritage Commission also works to promote excellence in historic preservation. To that end, the

Commission nominates and recommends recipients for Olympia's Annual Historic Preservation Awards. These awards recognize people, projects, and places that serve as models for preserving and championing our cultural and built heritage.

This year there are four recommended recipients for 2019 Historic Preservation Awards. There is an item on the Consent Calendar to approve these nominations.

Following Council approval, formal presentation of these awards is scheduled for May 16 at the Capitol Theater, at an Olympia Design Month event to be hosted by the Olympia Heritage Commission. That event is free and open to the public and begins at 7 p.m.

The 2019 Historic Preservation Award Nominees are:

1. The owners and design team for Well-80 (514 Fourth Ave E), including Chris and Robert Knudson, Tovani Hart Architects, Neil Meyer, Architect; and Bargreen-Ellingson, Restaurant Design.

This award is the first ever to recognize new construction. The Well 80 building is an exemplary model for sympathetic design of a new building within a historic context, and goes even further to celebrate the history of brewing in the interior and the artesian well in its naming.

2. The Board of Directors of TVW, Washington's Public Affairs Network, for their sensitive rehabilitation of the Jeannette C. Hayner Media Center (1058 Capitol Way South). This project is a model for adaptive re-use of a historic commercial property to house creative and educational programming and services.
3. Jackie Wall, former Nisqually Nation Tribal Historic Preservation Officer, for her dedicated service to cultural resources preservation regionally, and to preservation of Tribal culture and heritage in particular. Her contributions have been exceptional.
4. Michelle Sadlier, Michelle Sadlier, for her tireless advocacy for a better understanding of local history through education, and her passionate protection and celebration of our community's multicultural heritage.

Neighborhood/Community Interests (if known):

General community interest in preserving, enhancing, and championing the places that give our city its unique character and tell the stories of our people.

Options:

1. Proclaim May as Heritage Month and review the 2019 Preservation Award nominees
2. Modify the recommendation
3. Do not proclaim May as Heritage Month or review the 2019 Preservation Award nominees

Financial Impact:

N/A

Type: recognition **Version:** 1 **Status:** Recognition

Attachments:

Proclamation

PROCLAMATION

WHEREAS, Olympia's built heritage is an enduring but fragile treasure, deserving of protection; and

WHEREAS, once lost or destroyed, historic elements that contribute to the character of our community cannot be replaced; and

WHEREAS, historic value can often be set aside in the face of financial pressures, practical concerns, and misinformation; and

WHEREAS, Olympia's architecture plays an essential role in shaping our community's character and establishing a sense of place; and

WHEREAS, owners of historic properties bear considerable responsibility for preservation stewardship for the entire community, deserving of our support and recognition; and

WHEREAS, the most common and damaging loss to historic homes and buildings is through the replacement of historic windows with short-lived inferior substitutes; and

WHEREAS, repair and restoration of wood windows is a sustainable and valued craft that contributes to our local economy and strengthens Olympia's sense of place; and

WHEREAS, the energy efficiency of historic wood windows in good repair can equal or exceed that of replacement windows especially when paired with storm windows; and

NOW THEREFORE, BE IT RESOLVED, that the Olympia City Council does hereby proclaim May 2019 as

OLYMPIA HERITAGE MONTH

And urge citizens to participate in activities promoting preservation of historic windows through community workshops, outreach and education.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 7th DAY OF MAY, 2019.

OLYMPIA CITY COUNCIL

***Cheryl Selby
Mayor***



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Approval of April 23, 2019 City Council Meeting Minutes

Agenda Date: 5/7/2019
Agenda Item Number: 4.A
File Number: 19-0441

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

Title

Approval of April 23, 2019 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, April 23, 2019

7:00 PM

Council Chambers

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Nathaniel Jones, Councilmember Lisa Parshley and Councilmember Renata Rollins

1.A ANNOUNCEMENTS - None

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [19-0379](#) Special Recognition - Honoring the Advisory Board Service of Jane Laclergue and Dwayne Harkness

Associate Planner Catherine McCoy provided highlights of Jane Laclergue's service on the Design Review Board. Historic Preservation Officer Marygrace Goddu provided highlights of Dwayne Harkness' service on the Heritage Commission. Ms. Laclergue and Mr. Harkness said a few words about their service.

The recognition was received.

2.B [19-0171](#) Special Recognition - Presentation of the Environmental Protection Agency (EPA) Drinking Water Revolving Fund WATERS Award for the McAllister Wellfield Corrosion Control Facility

Environmental Protection Agency Washington Operations Director Lucy Edmondson and Public Works Director Rich Hoey gave an overview of the McAllister Corrosion Control Facility.

Ms. Edmondson presented the 2018 Well-planned, Affordable, Transferable, Efficient, Resilient and Sustainable (WATERS) Award.

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: Brian Wilmousky, Amy Troyer-Karas, Brodie Wood, Lisa

Ganser, Jim Reeves, CC Coates, and Whitney Sederberg.

4. CONSENT CALENDAR

- 4.A** [19-0392](#) Approval of April 16, 2019 Study Session Meeting Minutes

The minutes were adopted.

- 4.B** [19-0391](#) Approval of April 16, 2019 City Council Meeting Minutes

The minutes were adopted.

- 4.C** [19-0394](#) Bills and Payroll Certification

Payroll check numbers 92028 through 92069 and Direct Deposit transmissions: Total: \$6,168,054.58; Claim check numbers 3712740 through 3714086: Total: \$4,925,229.95.

The decision was adopted.

- 4.D** [19-0326](#) Approval of a Resolution Authorizing an Intergovernmental Agreement for Emergency Management Assistance Compact and Pacific Northwest Emergency Management Agreement Assistance Between the Washington State Military Department and City of Olympia

The resolution was adopted.

- 4.E** [19-0349](#) Approval of a Resolution Authorizing a Latecomer Agreement for Sewer and Water Installed on Ann Street NE

The resolution was adopted.

- 4.F** [19-0385](#) Approval of a Resolution Authorizing a Right-Of-Way Permit Agreement between the City of Olympia and King Solomon's Reef

The resolution was adopted.

4. SECOND READINGS (Ordinances)

- 4.G** [19-0249](#) Approval of an Ordinance Amending Olympia Municipal Code Related to Drinking Water Regulations

The ordinance was adopted on second reading.

- 4.H** [19-0352](#) Approval of an Ordinance Amending Olympia Municipal Code Related to the Percival Landing Moorage Facility

The ordinance was adopted on second reading.

Approval of the Consent Agenda

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

Aye: 7 - Mayor Selby, Mayor Pro Tem Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Jones, Councilmember Parshley and Councilmember Rollins

4. FIRST READINGS (Ordinances) - None

5. PUBLIC HEARING - None

6. OTHER BUSINESS

6.A [19-0332](#) Integrated Emergency Management Course (IEMC) Report

Fire Chief Greg Wright gave an overview of the Integrated Emergency Management Course (IEMC) that occurred in February 2019.

Emergency Management Coordinator Patrick Knouff discussed the training and shared information regarding Olympia and regional emergency management plans.

Councilmembers asked clarifying questions.

The report was received.

6.B [19-0375](#) Approval of 2019 Neighborhood Matching Grant Allocation

Ms. Goddu gave an overview of the 2019 Neighborhood Matching Grant program, information on submitted proposals and recommendations for funding.

Councilmembers asked clarifying questions.

Councilmember Jones moved, seconded by Mayor Pro Tem Bateman, to approve nine Neighborhood Matching Grant proposals as recommended. The motion carried by the following vote:

Aye: 7 - Mayor Selby, Mayor Pro Tem Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Jones, Councilmember Parshley and Councilmember Rollins

6.C [19-0377](#) Approval of the Home Fund 2019 Award Process

Home Fund Manager Cary Retlin presented the Home Fund Advisory Board recommended funding process for 2019.

Councilmembers asked clarifying questions.

Mayor Pro Tem Bateman moved, seconded by Councilmember Gilman, to

approve the 2019 Home Fund award process as recommended. The motion carried by the following vote:

Aye: 7 - Mayor Selby, Mayor Pro Tem Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Jones, Councilmember Parshley and Councilmember Rollins

7. CONTINUED PUBLIC COMMENT

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

8.B CITY MANAGER'S REPORT AND REFERRALS

City Manager Steve Hall reported this Thursday at 4:15 p.m. the Family Support Center will have a ribbon cutting at their new facility. He also reported the Thurston County *Point in Time* census data will be available at the end of the month.

9. ADJOURNMENT

The meeting adjourned at 8:59 p.m.



City Council

Approval of 2019 Historic Preservation Award Nominees

Agenda Date: 5/7/2019
Agenda Item Number: 4.B
File Number: 19-0428

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

Title

Approval of 2019 Historic Preservation Award Nominees

Recommended Action

Committee Recommendation:

The Heritage Commission recommends the nominees for the 2019 Historic Preservation Award.

City Manager Recommendation:

Move to approve the nominees for 2019 Historic Preservation Awards.

Report

Issue:

Whether to approve the nominees for 2019 Historic Preservation Awards.

Staff Contact:

Marygrace Goddu, Historic Preservation Officer, Community Planning & Development, 360.753.8031.

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Heritage Commission works to promote excellence in historic preservation. To that end, the Commission nominates and recommends recipients for Olympia's Annual Historic Preservation Awards. These awards recognize people, projects, and places that serve as models for preserving and championing our cultural and built heritage.

This year there are four recommended recipients for 2019 Historic Preservation Awards.

Following Council approval, formal presentation of these awards is scheduled for May 16 at the Capitol Theater, at an Olympia Design Month event to be hosted by the Olympia Heritage Commission. That event is free and open to the public and begins at 7 pm.

The 2019 Historic Preservation Award Nominees are:

1. The owners and design team for Well-80 (514 Fourth Ave E), including Chris and Robert Knudson, Tovani Hart Architects, Neil Meyer, Architect; and Bargreen-Ellingson, Restaurant Design.

This award is the first ever to recognize new construction. The Well 80 building is an exemplary model for sympathetic design of a new building within a historic context, and goes even further to celebrate the history of brewing in the interior and the artesian well in its naming.

2. The Board of Directors of TVW, Washington's Public Affairs Network, for their sensitive rehabilitation of the Jeannette C. Hayner Media Center (1058 Capitol Way South). This project is a model for adaptive re-use of a historic commercial property to house creative and educational programming and services.
3. Jackie Wall, former Tribal Historic Preservation Officer, for her dedicated service to cultural resources preservation regionally, and to preservation of Tribal culture and heritage in particular. Her contributions have been exceptional.
4. Michelle Sadlier, former Historic Preservation Officer for the City of Olympia, for her exceptional service to our community. Her professionalism, expertise, and dedication raised awareness of historic preservation and facilitated its integration in Olympia's plans for future growth. Her extraordinary advocacy and leadership reflected a sensitivity to cultural ethnic groups, racial diversity, and an appreciation of the past while looking toward the future.

Neighborhood/Community Interests (if known):

General community interest in preserving, enhancing, and championing the places that give our city its unique character and tell the stories of our people.

Options:

1. Approve the 2019 Historic Preservation Awards.
2. Modify the recommendations.
3. Do not approve 2019 Historic Preservation Awards.

Financial Impact:

N/A

Attachments:

None



2019 Olympia Preservation Award Nomination

Olympia's Preservation Award supports the Heritage Commission's goal of recognizing excellence in the rehabilitation of historic objects, buildings, structures, sites and districts, as well as new construction in historic areas (OMC 18.12.055).

PERSON MAKING NOMINATION:

Name	Contact Details	Date of Nomination
Garner Miller	Garnerm@msgsrch.com	4/24/2019

NOMINATION TYPE:

- Person Project Other:
 Organization X Building

CATEGORY OF NOMINATION:

- Rehabilitation Education Other:
X New Construction Scholarship

NOMINEE:

Name	Address	Phone/Email
Well 80 Artesian Brewing	514 4 th Avenue E, Olympia, WA	360-915-6653

SIGNIFICANCE OF NOMINATION:

Brief summary of the significance of the person, organization, project or building. This text will be used by the City of Olympia in preparing and presenting the award at the City Council meeting. Attach additional pages as needed.

The Well 80 Building was constructed to replace the 1920 Capital Steam Laundry Building that was unfortunately lost to fire. The new building faithfully recreates the form, massing, and scale of the original building; yet in the execution of the building's details it is an unmistakably contemporary structure. In addition to exterior form and detailing, the building's owners selected a name that pays homage to the original artesian well located on the site, and have used the interior design and décor to celebrate the history of brewing, overall making a significant contribution to the history of the site and the community with this new addition to the historic streetscape.

- I have attached information to support my nomination, including documents, images, & other recognitions.
 For a project nomination, I have included "before" and "after" photos



1936 photo of Capitol Stem Laundry



2019 Photo of Well 80 Building

ADDITIONAL INFORMATION – PROVIDE AS APPLICABLE

PROPERTY OWNER FOR BUILDING/PROJECT BEING NOMINATED (if different from above):

Name	Address	Phone/Email
Chris and Robert Knudson		

ARCHITECT / CONSULTANT FOR PROJECT BEING NOMINATED (if different from above):

Name	Address	Phone/Email
Tovani Hart Architects Neil Meyer, Architect Bargreen-Ellingson, Restaurant Design		

BUILDING DETAILS:

Address	Historical Name
514 4 th Avenue E, Olympia, WA	Capital Steam Laundry
Year Built	Year Rehabilitated
1920	Destroyed by fire
Original/Early Owner	Original Architect/Builder
Original Use	Current Use
	Restaurant
Heritage Designation Status	Other Information
none	New Construction 2019



2019 Olympia Preservation Award Nomination

Olympia's Preservation Award supports the Heritage Commission's goal of recognizing excellence in the rehabilitation of historic objects, buildings, structures, sites and districts, as well as new construction in historic areas (OMC 18.12.055).

PERSON MAKING NOMINATION:

Name	Contact Details	Date of Nomination
Rachel Newmann	rnewmann@ci.olympia.wa.us	4/24/2019

NOMINATION TYPE:

- Person Project Other:
 Organization Building

CATEGORY OF NOMINATION:

- Rehabilitation Education Other: Individual Achievement
 New Construction Scholarship

NOMINEE:

Name	Address	Phone/Email
TVW WA Public Affairs Network Renee Radcliff Sinclair, President	1063 Capital Way / P.O. Box 25 Olympia, WA 98507	360 539 5315 renee@tvw.org tvw.org

SIGNIFICANCE OF NOMINATION:

Brief summary of the significance of the person, organization, project or building. This text will be used by the City of Olympia in preparing and presenting the award at the City Council meeting. Attach additional pages as needed.

TVW, and Barnett Schorr Architects did a masterful job of preserving the unique features and character of the 1058 Capital Way South Building, including its front façade, window openings with fluted panels, and historic scale and finishes. The stepped-back second story addition uses materials that are compatible yet differentiate it from the original. This sympathetic remodel of a historic building fits beautifully on the street, retaining the building's history while transforming it into a modern television studio and office building. Retaining and yet updating the historic aesthetic while adapting the space for a new use, the Jeannette Hayner Media Center establishes a standard for remodel and adaptive re-use of historic commercial buildings in Olympia.

History:

The site was originally residential until the 1934 construction of this buildings by Tumwater Lumber Mills, along the increasingly commercial Capitol Way corridor. In 1944 the Tumwater Lumber Mills Company sold the building to the State for \$27,500. It housed the State Printer, then Central Stores, and from 1989 until 2006 it housed offices related to state capitol maintenance and planning, including the Dept of General Administration's 2001 Nisqually Earthquake Response Team and subsequent rehabilitation of the State Capitol Building 1999 – 2005. It was the only state building not damaged in the earthquake. It was sold to TVW in 2006 and rehabilitated.

- I have attached information to support my nomination, including documents, images, & other recognitions.
- For a project nomination, I have included "before" and "after" photos.





ADDITIONAL INFORMATION – PROVIDE AS APPLICABLE

PROPERTY OWNER FOR BUILDING/PROJECT BEING NOMINATED (if different from above):

Name	Address	Phone/Email
TVW WA Public Affairs Network Renee Radcliff Sinclair, President & CEO	1063 Capital Way / P.O. Box 25 Olympia, WA 98507	360 539 5315 renee@tvw.org tvw.org

ARCHITECT / CONSULTANT FOR PROJECT BEING NOMINATED (if different from above):

Name	Address	Phone/Email

BUILDING DETAILS:

Address	Historical Name
1058 Capital Way South	
Year Built	Year Rehabilitated
1934	2006
Original/Early Owner	Original Architect/Builder
Tumwater Lumber Mills, State Printing, State Central Stores Facility, State Capital Planning Offices	Tumwater Lumber Mills
Original Use	Current Use
Warehouse	TVW Studios and Offices
Heritage Designation Status	Other Information

Olympia's Preservation Award supports the Heritage Commission's goal of recognizing excellence in the rehabilitation of historic objects, buildings, structures, sites and districts, as well as new construction in historic areas (OMC 18.12.055).

PERSON MAKING NOMINATION:

Name	Contact Details	Date of Nomination
Maurice Major	mmajor@ci.olympia.wa.us	4/24/2019

NOMINATION TYPE:

- Person
 Project
 Other:
- Organization
 Building

CATEGORY OF NOMINATION:

- Rehabilitation
 Education
 Other: Individual Achievement
- New Construction
 Scholarship

NOMINEE:

Name	Address	Phone/Email
Jackie Wall	5544 123 rd Ave SE Tenino, WA 98589	Jwall29@comcast.net 360.264.2414

SIGNIFICANCE OF NOMINATION:

Brief summary of the significance of the person, organization, project or building. This text will be used by the City of Olympia in preparing and presenting the award at the City Council meeting. Attach additional pages as needed.

Jackie Wall, former Nisqually Tribal Historic Preservation Officer, served the Nisqually Tribe for nine years, six years as Preservation Officer. She is recognized for her dedicated service to cultural resources preservation regionally, and to the preservation of Tribal culture and heritage in particular. Jackie was always ready to help guide projects with potential cultural impacts in the right direction and contribute cultural knowledge. In addition to being a strong voice for the preservation of cultural resources for one of the Medicine Creek Treaty Tribes in whose traditional lands we now live, she has been an Olympian, and raised her family in our community. When the call went out for volunteers to help salvage archaeological data from the Mission Creek restoration project, Jackie showed up week after rainy week, screening for artifacts in the cold with no compensation other than knowing she was helping save these findings from the landfill. When archaeologists needed help, she has been there. When project planners needed an education on impacts and opportunities, she has been there. When her tribe needed a champion to step forward to protect their heritage, she has been there. She has brought a deep respect for and knowledge of her culture, along with kindness, willingness, and a ready laugh that made working with her easy and rewarding.

- I have attached information to support my nomination, including documents, images, & other recognitions.
- For a project nomination, I have included "before" and "after" photos.

ADDITIONAL INFORMATION – PROVIDE AS APPLICABLE

PROPERTY OWNER FOR BUILDING/PROJECT BEING NOMINATED (if different from above):

Name	Address	Phone/Email

ARCHITECT / CONSULTANT FOR PROJECT BEING NOMINATED (if different from above):

Name	Address	Phone/Email

BUILDING DETAILS:

Address	Historical Name
Year Built	Year Rehabilitated
Original/Early Owner	Original Architect/Builder
Original Use	Current Use
Heritage Designation Status	Other Information

Olympia's Preservation Award supports the Heritage Commission's goal of recognizing excellence in the rehabilitation of historic objects, buildings, structures, sites and districts, as well as new construction in historic areas (OMC 18.12.055).

PERSON MAKING NOMINATION:

Name	Contact Details	Date of Nomination
Rachel Newmann	rnewmann@ci.olympia.wa.us	4/24/2019

NOMINATION TYPE:

- Person
 Project
 Other:

 Organization
 Building

CATEGORY OF NOMINATION:

- Rehabilitation
 Education
 Other: Individual Achievement

 New Construction
 Scholarship

NOMINEE:

Name	Address	Phone/Email
Michelle Sadlier	417 Cushing Street NW Olympia, WA	(206) 816-5748 michellesadlier@yahoo.com

SIGNIFICANCE OF NOMINATION:

Brief summary of the significance of the person, organization, project or building. This text will be used by the City of Olympia in preparing and presenting the award at the City Council meeting. Attach additional pages as needed.

This award recognizes Michelle Sadlier for her passionate advocacy for the protection and celebration of our community's multicultural heritage, which extended beyond her employment with the City of Olympia. Michelle's level of passion, expertise, and dedication to her discipline means that her vocation is also her avocation. Michelle raised the awareness of our often overlooked mid-Century modern gems representing our community's post-WWII heritage by spearheading an extremely successful "Capital City Modern" tour of Olympia as a part of the 2017 D.O.C.O.M.O.M.O US (Documentation and Conservation of the Modern Movement) Tour Day. This effort work was such a success that in 2018 she was asked by the organization to coordinate a "pop-up museum" celebrating the Olympia Brewery history with the Olympia-Tumwater Foundation. She also tirelessly advocated for a better understanding of local history through education about buildings like The Wiedner-Rummy Club (Ben Moore's) as opportunities to raise awareness about Olympia's historic and contemporary Chinese community, and by volunteering on the Olympia Film Society's Capital

Theater Facility Committee. She continues to generously share her time and expertise through education, planning, and action supported by thoughtful dialogue, at events such as the Olympia Film Festival's "Cultural Spaces: This Place Matters" and OPOP's first exploration and celebration of design, "Olympia Design Month." Her continued heritage advocacy and progressive leadership reflects an appreciation of the past while looking toward the future.

- I have attached information to support my nomination, including documents, images, & other recognitions.*
- For a project nomination, I have included "before" and "after" photo.*



City Council

Approval of the Proposed Agenda, Location, and Trainer for the Mid-Year City Council Retreat on June 8, 2019

Agenda Date: 5/7/2019
Agenda Item Number: 4.C
File Number: 19-0434

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

Title

Approval of the Proposed Agenda, Location, and Trainer for the Mid-Year City Council Retreat on June 8, 2019

Recommended Action

Committee Recommendation:

The General Government Committee met on April 24 and recommended the following location, agenda, and trainer for the City Council Mid-Year Retreat.

City Manager Recommendation:

Move to approve the upcoming mid-year retreat including the location, agenda, and trainer as recommended by the General Government Committee.

Report

Issue:

Whether to approve the recommendations for the location, agenda, and trainer for the mid-year retreat.

Staff Contact:

Steve Hall, City Manager, 360.753.8447

Presenter(s):

Steve Hall, City Manager

Background and Analysis:

The Council holds a mid-year retreat to address timely issues, review progress on major initiatives, and check-in on other matters as determined by the City Council.

At its January 2019 retreat, Council set Saturday, June 8, as the date for the mid-year retreat. The board room at LOTT has been reserved for the meeting. The mid-year retreat is normally four to five hours, usually Saturday morning. This year the General Government Committee recommends the retreat occur from 9 am - 3 pm.

At the January retreat, Council expressed an interest in receiving de-escalation training as a major element of the mid-year retreat. Staff have researched possible instructors, and suggested Martin Reinsel for consideration, which was is now recommended by the General Government Committee to move forward for Council approval.

Mr. Reinsel is a nationally recognized instructor of de-escalation, crisis intervention, and Trauma Informed Care for more than 15 years. He has trained health care and social service workers to practice non-violent de-escalation as a means of safe, harm-reduction practices. Mr. Reinsel served as primary clinical educator for inpatient, involuntary psychiatric hospital staff at Navos Mental Health Solutions in Seattle, WA. He provided agency-wide training for 600 clinical and non-clinical staff on Trauma-Informed Care.

The proposed agenda would also include a walking tour, an economic development update, and a check-in on the Council referral process. Please see the attached draft agenda.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Approve the time, date, location, trainer and agenda for the mid-year retreat.
2. Make changes to the time, date, location, trainer and/or agenda.
3. Do not approve the time, date, location, trainer and agenda for the mid-year retreat.

Financial Impact:

Cost for the trainer is estimated between \$500 - \$600.

Attachments:

Draft Retreat Agenda

AGENDA

2019 OLYMPIA CITY COUNCIL MID-YEAR RETREAT

LOTT Clean Water Alliance, 500 Adams Street NW



Saturday, June 8, 2019

8:30 a.m. - 3:00 p.m.

8:30 am - 9:00 am	ARRIVE, MINGLE, REFRESHMENTS	
9:00 am – 9:05 am	WELCOME – AGENDA OVERVIEW	<i>Steve Hall, City Manager</i>
9:05 am – Noon	DE-ESCALATION TRAINING	<i>Martin Reinsel, Trainer</i>
Noon – 1:00 pm	WALKING TOUR/LUNCH	<i>Councilmembers Steve Hall, City Manager</i>
1:00 – 2:30 pm	ECONOMIC DEVELOPMENT UPDATE	<i>Keith Stahley, Community Planning & Development Director Mike Reid, Economic Development Director</i>
2:30 pm – 2:45 pm	REFERRAL PROCESS CHECK-IN	<i>Councilmembers Steve Hall, City Manager</i>
2:45 pm - 3:00 pm	WRAP - UP	<i>Cheryl Selby, Mayor Steve Hall, City Manager</i>



City Council

Approval of a Resolution Authorizing a Professional Services Agreement for the Elliott and Fir Street Reservoirs Seismic Retrofit Project

Agenda Date: 5/7/2019
Agenda Item Number: 4.D
File Number: 19-0327

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

Title

Approval of a Resolution Authorizing a Professional Services Agreement for the Elliott and Fir Street Reservoirs Seismic Retrofit Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution authorizing the Professional Services Agreement with Gray & Osborne Inc., in the amount of \$427,000.

Report

Issue:

Whether to approve a Professional Services Agreement for engineering design services with Gray & Osborne Inc.

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Department of Health (DOH) awarded the City a \$3,030,000 Drinking Water State Revolving Fund (DWSRF) design and construction loan for a capital facilities project that will provide seismic retrofits to the Fir Street Reservoirs #1 and #2 and the Elliott Reservoir. The project will assess the current condition of the Fir Street Reservoirs and the Elliott Reservoir; design and construct retrofits to bring the reservoirs up to current standard seismic codes; and rehabilitate the associated McCormick Valve House. Gray & Osborne Inc. was selected through a competitive request for qualifications process to provide engineering services. This work will protect the City's drinking water

supply by mitigating the risk of the collapse of the reservoirs in an earthquake event.

Neighborhood/Community Interests (if known):

Loss of any of these facilities in an earthquake would significantly jeopardize the Drinking Water Utility's ability to supply water to the community.

Options:

1. Approve a resolution authorizing the Professional Services Agreement with Gray & Osborne Inc., in the amount of \$427,000. This allows the project to move forward. The City protects the drinking water supply by mitigating risk from future earthquakes.
2. Do not approve the agreement and direct staff to advertise for a different engineering consulting firm. This would result in delays to the project and could affect use of DWSRF funds.

Financial Impact:

Drinking Water State Revolving Fund loan monies will be used to pay for this contract.

Attachments:

1. Resolution
2. Agreement
3. Scope of Work and Cost Proposal
4. Vicinity Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON AUTHORIZING
A PROFESSIONAL SERVICES AGREEMENT BETWEEN GRAY & OSBORNE INC. AND THE CITY OF
OLYMPIA FOR SEISMIC RETROFIT DESIGN AND CONSTRUCTION SERVICES**

WHEREAS, the Department of Health awarded the City a \$3,030,000 Drinking Water State Revolving Fund (DWSRF) design and construction loan for a capital facilities project that will provide seismic retrofits to the Fir Street Reservoirs #1 and #2 and the Elliott Reservoir; and

WHEREAS, the project will assess the current condition of the Fir Street Reservoirs and the Elliott Reservoir, design and construct retrofits to bring the reservoirs up to current standard seismic codes, and rehabilitate the associated McCormick Valve House; and

WHEREAS, Gray & Osborne Inc. was selected through a competitive request for qualifications process to provide engineering services; and

WHEREAS, this work will protect the City's drinking water supply by mitigating the risk of the collapse of the reservoirs in an earthquake event;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby approves the form of Professional Services Agreement between the City of Olympia and Gray & Osborne Inc. for seismic retrofit design and construction and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Professional Services Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT
FOR
SEISMIC RETROFIT DESIGN AND CONSTRUCTION SERVICES**

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and Gray & Osborne Inc., a Washington corporation ("Consultant").

A. The City seeks the temporary professional services of a skilled independent consultant capable of working without direct supervision, in the capacity of seismic retrofit design and construction services; and

B. Consultant has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

Consultant shall provide the services more specifically described in Exhibit "A" – Scope of Work, attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than December 31, 2020. ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City.

4. Compensation.

A. Total Compensation. In consideration of the Consultant performing the Services, the City agrees to pay the Consultant an amount not to exceed Four Hundred Twenty Seven Thousand Three Hundred and No/100 Dollars (\$427,300.00) calculated on the basis of the hourly labor charge rate schedule for Consultant's personnel attached hereto as Exhibit "B" – Estimated Project Cost Summary, Exhibit "B-1" – Predesign Services Estimated Cost, Exhibit "B-2" – Design Engineering Services Estimated Cost and Exhibit "B-3" – Construction Management Services Estimated Cost.

B. Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, which

invoice shall specifically describe the Services performed, the name of Consultant's personnel performing such Services, the hourly labor charge rate for such personnel, and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, within thirty (30) days after receipt of such voucher or invoice.

C. Consultant Responsible for Taxes. The Consultant shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Compliance with Laws.

Consultant shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

6. Assurances.

The Consultant affirms that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

7. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Consultant is an independent contractor and that the City shall be neither liable nor obligated to pay Consultant sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Consultant shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Consultant, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Consultant may be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City.

8. Equal Opportunity Employer.

A. In all Consultant services, programs or activities, and all Consultant hiring and employment made possible by or resulting from this Agreement, there shall be no unlawful discrimination by Consultant or by Consultant's employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding nondiscrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Consultant's breach, may result in ineligibility for further City agreements.

B. In the event of Consultant's noncompliance or refusal to comply with the above nondiscrimination plan, this Agreement may be rescinded, canceled, or terminated in whole or in part, and the Consultant may be declared ineligible for further agreements or contracts with the City. The Consultant, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Consultant must complete and return the *Statement of Compliance with Nondiscrimination* attached as Exhibit C. If the contract amount is \$50,000 or more, the Consultant shall execute the attached Equal Benefits Declaration – Exhibit D.

9. Confidentiality.

Consultant agrees not to disclose any information and/or documentation obtained by Consultant in performance of this Agreement that has been expressly declared confidential by the City. Breach of confidentiality by the Consultant will be grounds for immediate termination.

10. Indemnification/Insurance.

A. Indemnification / Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. Insurance Term. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

C. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

D. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

E. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

F. Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

I. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

K. City's Full Access to Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

11. Work Product.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by Consultant in performing the Services under this Agreement and which are delivered to the City shall belong to the City. Any such work product shall be delivered to the City by Consultant at the termination or cancellation date of this Agreement, or as soon thereafter as possible. All other documents are owned by the Consultant.

12. Treatment of Assets.

A. Title to all property furnished by the City shall remain in the name of the City.

B. Title to all nonexpendable personal property and all real property purchased by the Consultant, the cost of which the Consultant is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by the Consultant. If the Consultant elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Consultant. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.

C. Nonexpendable personal property purchased by the Consultant under the terms of this Agreement in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior expressed written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Agreement.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Consultant agrees to execute such security

agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

E. The Consultant shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Consultant, or which results from the failure on the part of the Consultant to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

F. Upon the happening of loss or destruction of, or damage to, any City property, the Consultant shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

G. The Consultant shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Agreement unless otherwise mutually agreed upon by the parties.

13. Books and Records/Public Records.

The Consultant agrees to maintain books, records, and documents which sufficiently and properly reflect all work, as well as direct and indirect costs, related to the performance of this Agreement. In addition, Consultant shall maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. All Consultant records related in any way to this Agreement shall be subject, at all reasonable times, to inspection, review, copying or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

Records prepared, owned, used, or retained by the City that meet the definition of a "public record" in Chapter 42.56 RCW, even if records are in the possession of the Consultant, are subject to disclosure under Washington's Public Records Act. Whether or not the records meet the definition of a public record is the City's determination. If the Consultant disagrees with the City's determination or believes the records to be subject to an exemption, the City agrees to provide the Consultant with ten (10) calendar days to obtain and serve on the City a court order specifically preventing release of such records.

Should the Consultant fail to provide records related to this Agreement to the City within ten (10) calendar days of the City's request for such records, Consultant agrees to indemnify, defend, and hold the City harmless for any public records judgment against the City for failure to disclose and/or release such records, including costs and attorney's fees. This section survives expiration of the Agreement.

14. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining

Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

15. General Provisions.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

D. Assignment. Neither the Consultant nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

1. If the Consultant desires to assign this Agreement or subcontract any of its work hereunder, the Consultant shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Agreement.

3. Any technical/professional service subcontract not listed in this Agreement, which is to be charged to this Agreement, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

H. Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

I. Authority. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Consultant or the City.

J. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Consultant's performance of this Agreement.

M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

N. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

O. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

P. Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County, Washington, Superior Court.

Q. Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

1. By signing the agreement below, the Consultant certifies to the best of its knowledge and belief, that it and its principles:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

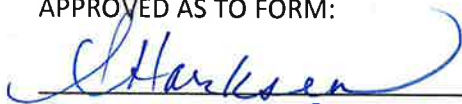
2. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this proposal.

5. Early Retirement from the State of Washington- Certification. By signing this form, you certify that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

CITY OF OLYMPIA

By: _____
Steven R. Hall, City Manager
P.O. Box 1967
Olympia WA 98507-1967
Date of Signature: _____

APPROVED AS TO FORM:



City Attorney (DCA)

I certify that I am authorized to execute this Agreement on behalf of the Consultant.

GRAY & OSBORNE, INC.

By: _____
Michael B. Johnson, P.E.
Principal
1130 Rainier Ave S
Suite 300
Seattle WA 98144-2842
(360) 292-7481
Date of Signature: _____

EXHIBIT "A"

SCOPE OF WORK

CITY OF OLYMPIA ELLIOTT AND FIR STREET RESERVOIRS SEISMIC RETROFIT PROJECT

PROJECT OVERVIEW

The City of Olympia would like to design seismic retrofits for the Elliott and Fir Street reservoirs to address seismic deficiencies. The City has previously completed assessments of these reservoirs in 2001 and 2011. The City would like to review these previous assessments and update the seismic analysis for each reservoir considering current building code requirements and the current conditions of the reservoirs. Based on these updated assessments, the City would like to design and construct seismic retrofit improvements for these reservoirs.

The 2.0 MG Elliott reservoir is a circular concrete tank with prestressed walls. Previously identified deficiencies for the Elliott reservoir include excessive roof spans, insufficient capacity for lateral force transfer at the edge of the roof diaphragm, overstress in seismic cables in the base of the wall due to passive soil pressure, and corrosion of rebar in concrete columns.

The two 2.5 MG reservoirs at the Fir Street site are rectangular with truncated corners, were originally constructed in the 1930s, and have had several phases of improvements over the years. Previously identified deficiencies for the two 2.5 MG Fir Street reservoirs include insufficient roof diaphragm reinforcing, and cracking/spalling at the top of interior concrete columns.

As part of this project, the City would also like the following reservoir accessories and appurtenances to be evaluated and improvements designed so that they can be constructed while the reservoirs are out of service for construction of the seismic retrofits:

Elliott Reservoir

1. The existing hatch serves as an access point, vent, and overflow. When the Department of Health completed their last sanitary survey, they requested that the vent and overflow be improved to meet current standards.

Fir Street Reservoirs

1. The existing vents are below grade and appear to be undersized. They need to be upgraded to meet current standards.

2. Replace the existing steel piping and valves in the McCormick Valve House.
3. If possible, install new flowmeters on the reservoir outlet lines in the McCormick Valve House. Abandon existing flowmeters on the west side of McCormick Street.
4. Evaluate the integrity of the existing reservoir liners and develop estimated costs for alternatives to eliminate leakage from the reservoirs.
5. Reposition the staff gauges in the reservoir to be consistent with the existing level sensors.

SCOPE OF WORK

Gray & Osborne has prepared the following scope of work for this project.

Task 1 –Predesign Services

1. Provide Project Management

Provide comprehensive project management of the Predesign phase of the project. This task will include coordinating and managing the schedule and budget for the consultant team, including subconsultants. A project schedule will be developed and the City will be provided with monthly progress updates. This task will also include coordination with other project stakeholders and regulatory agencies and assistance with the City's public communication program.

2. Review Background Information

Review previous reports and record drawings.

3. Complete Preliminary Design Analysis

Complete field inspections of each of the reservoirs and complete preliminary design analysis. Gray & Osborne will provide the following services to support completion of this task.

- a. Complete Inspection of the Elliott Street Reservoir

Complete a field inspection of the Elliott Street Reservoir to assess the current condition of the interior and exterior of the reservoir, review findings from previous reports, and confirm record drawing information.

b. Complete Inspection of the Fir Street Reservoirs

Complete a field inspection of the Fir Street Reservoirs to assess the current condition of the interior and exterior of the reservoirs, review findings from previous reports, and confirm record drawing information. As part of the Fir Street Reservoir inspection, ground penetrating radar will be used to determine if any voids exist under the reservoir slabs.

c. Identify Reservoir Seismic Performance Objectives

Review criticality of each reservoir and define seismic performance objectives in accordance with ASCE 41-13.

d. Complete Geotechnical Assessment of the Reservoir Sites

- Complete site-specific seismic hazard and response analysis to determine seismic design parameters by code-based methods.
- Complete seismic slope stability analysis and provided seismic earth pressure recommendations with updated seismic design parameters.
- Develop site-specific foundation bearing capacities.
- Prepare geotechnical report and meet with City to review.

e. Complete Seismic Evaluation of the Reservoirs

Complete seismic evaluations for each reservoir using defined seismic performance objectives. Check strength and deformation compatibility of all components of the reservoir in accordance with current building code requirements. Identify live load capacity for the roof of each reservoir.

f. Identify Deficiencies and Evaluate Potential Improvement Alternatives

Characterize deficiencies and identify improvement alternatives. Any related reservoir component deficiencies (such as piping, drains, vents, access, and liners) will also be identified. Evaluate retrofit options using several criteria, including minimizing impact to reservoir operation and construction cost. At least two retrofit options will be generated for each deficiency.

g. Prepare Draft Predesign Report

Prepare a draft Predesign Report for the project. The report will document the findings of the seismic analysis, incorporate the alternatives analyses for correcting identified deficiencies and document proposed improvements. The Predesign Report will meet the requirements of

WAC 246-290-110 for a project report. The draft report will be submitted to the City for review. We will meet with City staff to review the report.

h. **Prepare Final Predesign Report**

Address any review comments provided by the City and prepare a final Pre-Design Report for the project.

5. **Complete QA/QC Review**

Conduct Quality Assurance/Quality Control reviews of the Pre-Design Report.

6. **Attend Meetings**

Attend meetings with City staff and project stakeholders during the Predesign phase. The following meetings have been anticipated:

- Project Kick-off Meeting
- Predesign Report Review Meeting

Task 2 –Design Engineering Services

1. **Provide Project Management**

Provide comprehensive project management of the Design phase of the project. This task will include coordinating and managing the schedule and budget for the consultant team and subconsultants. The project schedule will be updated and the City will be provided with monthly progress updates. This task will also include coordination with other project stakeholders and regulatory agencies and assistance with the City's public communication program.

2. **Complete Reservoir Retrofit Design**

Complete civil and structural engineering design of the Elliott and Fir Street Reservoirs Seismic Retrofit Project. This task includes completing the engineering analysis and calculations necessary to complete the design. This task also includes preparation of detailed plans, specifications, and cost estimates to adequately describe the work for a public works contractor. Gray & Osborne will provide the following services to complete this task.

a. **Prepare 30 Percent Plans and Cost Estimate**

Prepare 30 percent plans and construction cost estimates for the project. Plans will include preliminary civil and structural sheets including reservoir civil and structural plans and preliminary details. A specification

outline will be submitted. 30 percent plans and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with City staff to complete a facilitated review of the plans.

b. Prepare 60 Percent Plans, Specifications, and Cost Estimate

Prepare 60 percent plans, specifications, and construction cost estimates for the project. City comments from the 30 percent submittal will be addressed. Plans will be provided with additional detail. Specifications will be prepared in CSI format with applicable City of Olympia General Conditions and contract forms. 60 percent plans, specifications, and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with City staff to complete a facilitated review of the plans and specifications.

c. Prepare 90 Percent Plans, Specifications, and Cost Estimate

Prepare 90 percent plans, specifications, and construction cost estimates for the project. City comments from the 60 percent submittal will be addressed. Plans and specifications will be near completion. Specifications will be prepared in CSI format with applicable City of Olympia General Conditions and contract forms. 90 percent plans, specifications, and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with City staff to review any comments.

d. Prepare Final Plans, Specifications, and Cost Estimate

Prepare final plans, specifications, and construction cost estimates for the project. City comment from the 90 percent submittal will be addressed. Plans and specifications will be suitable for public works bid. Specifications will be prepared in CSI format with applicable City of Olympia General Conditions and contract forms. Final plans, specifications, and cost estimates will be submitted to the City for regulatory approval and distribution to contractors.

e. Provide Permitting Assistance

Assist the City with applying for and obtaining the required permits for the project. It is anticipated that Gray & Osborne will take the lead and will provide engineering support for the following permit applications:

- Department of Health Project Approval
- City of Olympia Building Permit

Permit application and review fees have not been included in this scope of work. It has been assumed that these will be paid directly by the City.

Since the City of Olympia is receiving funding for the project through the Drinking Water State Revolving Fund (DWSRF) Program, it is anticipated that the City will need to satisfy the Investment Grade Energy Audit requirement of the DWSRF program. Gray & Osborne will work with City and DWSRF staff to determine the extent of documentation necessary.

3. Complete QA/QC Review

Conduct Quality Assurance/Quality Control reviews of the 30 percent, 60 percent submittal, 90 percent submittal, and final submittal for project.

4. Attend Meetings and Site Visits

Attend meetings with City staff, stakeholders, and the public during development of the plans and specifications to discuss project issues and review draft deliverables. Complete site visits and meet with regulatory agencies as necessary to coordinate the work. Prepare exhibits for communication with the public and stakeholders.

- 30 Percent Design Review Meeting
- 60 Percent Design Review Meeting
- 90 Percent Design Review Meeting
- Final Design Review Meeting
- Prebid Walkthrough
- Public Meetings (1)

5. Provide Bid and Award Services

Assist the City with the bid and award process for the Elliott and Fir Street Reservoir Seismic Retrofit project. Participate in a prebid walkthrough. Respond to bidder inquiries. Prepare addenda as necessary. Review bid results and bidder qualifications. Prepare an award recommendation for the City.

Task 3 –Construction Management Services

1. Provide Project Management

Provide project management services during the Construction phase of the project. This task will include coordinating and managing the schedule and budget for the project team, including subconsultants. The City will be provided

with budget updates on a monthly basis. This task will also include coordination with the contractor and regulatory agencies and assistance with the City's public communication program.

2. Provide Construction Management Services

Gray & Osborne will assist the City with management of the construction phase of the project by providing the following services:

a. Review Submittals

Review equipment, material, and plan submittals from the contractor for conformance with the Plans and Specifications. Return submittal review comments to the City.

b. Review and Respond to Requests for Information

Review and respond to requests for information and clarifications from the contractor. Prepare any clarification drawings or design modifications necessary to complete the project. Prepare and distribute responses.

c. Review, Negotiate, and Prepare Change Orders

Review, negotiate and prepare change orders as necessary for review and approval by the City.

d. Attend Construction Meetings

Attend the preconstruction conference and regular project progress meetings to coordinate work activities with the contractor and City. It is anticipated that there will be biweekly construction meetings. Conduct site visits as necessary to review project progress and resolve construction issues. 18 meetings have been assumed.

e. Coordinate Materials Testing and Special Inspection and Review Results

Coordinate materials testing and special inspection required during construction. Review results of materials testing and special inspection for conformance with the plans and specifications. Materials testing and special inspection for the project will be conducted by our subconsultant, MTC.

f. Inspect Structural Components

Provide on-site inspection of structural components of the project as requested by the City. Eight visits have been assumed.

g. Prepare Record Drawings

Prepare record drawings in AutoCAD format based on contractor and field inspector redlines and deliver to the City.

3. Provide Startup and Testing Services

Gray & Osborne will provide the following Start-up, Testing, and Training services for the project:

a. Review Startup and Testing Plans

Review startup and testing plans prepared by the construction contractor. Provide feedback to the contractor on these plans.

b. Coordinate and Assist with Start-up and Testing Activities

Coordinate startup and testing activities with the contractor and City staff. Be on-site to assist with the startup and testing process.

Task 6 – Project Management Reserve

The project management reserve fund has been established to allow the City to authorize additional work tasks to address unanticipated engineering issues without executing a formal contract amendment. The City must provide prior written authorization before using any project management reserve funds.

ASSUMPTIONS

The following assumptions have been made in developing this scope of work. Preliminary engineering and alternatives analyses will be completed during preliminary design that will further define the improvements to be constructed.

1. The City will drain each of the reservoirs during the pre-design evaluation to allow Gray & Osborne personnel access to the reservoirs for inspection. We understand that the Fir Street Reservoir inspections will need to occur on separate trips.
2. Topographic survey will be provided by the City of Olympia.

3. One bid package will be prepared for the project that describes the work at both reservoir sites, including McCormick Valve House improvements.
4. Construction duration is estimated to be 8 months and it is assumed that only one reservoir will be taken out of service at a time.
5. An allowance of \$20,000 has been assumed for materials testing and special inspection.
6. The City of Olympia will provide daily construction inspection.
7. The City will review certified payrolls and complete employee wage rate interviews.

BUDGET

Based on the Scope of Work described above, the total estimated cost for engineering services is **\$427,300** as shown in the attached Exhibit "B."

DELIVERABLES

Deliverables will be provided in the following format:

- Reports – five paper copies
- Plans and Specifications – five paper copies of each submittal
- Test Reports and Other Project Documentation – three paper copies
- Record Drawings – three paper copies

Electronic files will also be supplied for each deliverable.

PROJECT SCHEDULE

The anticipated project schedule is as follows:

Notice to Proceed	May 2019
Complete Predesign	May 2019 – July 2019
Complete Engineering Design	July 2019 – December 2019
Construct Reservoir Retrofit Project	March 2020 – October 2020

EXHIBIT "B"

ESTIMATED PROJECT COST SUMMARY

City of Olympia - Elliot and Fir Street Reservoirs Seismic Retrofit Project

Task 1 - Predesign Services	\$118,200
Task 2 - Design Engineering Services	\$181,200
Task 3 - Construction Management Services	\$112,900
Task 4 - Management Reserve	\$15,000
Total Estimated Cost	\$427,300

EXHIBIT "B-1"

**Task 1 - Pre-design Services
Estimated Cost**

City of Olympia - Elliot and Fir Street Reservoirs Seismic Retrofit Project

Tasks	Principal Hours	Project Mgr. Hours	Civil Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Engineer-In-Training Hours	CADD Tech. Hours
1. Provide Project Management							
2. Review Background Information	1	4	4	8		4	
3. Complete Preliminary Design Analysis							
a. Complete Inspection of the Elliot Reservoir		8		8		8	
b. Complete Inspection of the Fir Street Reservoir		16		16	4	16	
c. Identify Reservoir Seismic Performance Objectives	2	4		8		8	
d. Complete Geotechnical Assessment of the Reservoirs		2		4			
e. Complete Seismic Evaluation of the Reservoirs	2	4	8	24		40	
f. Identify Deficiencies and Evaluate Potential Improvement Alternatives	2	8	16	24	8	40	16
f. Prepare Draft Pre-design Report	2	8	16	16	2	24	16
g. Prepare Final Pre-design Report		2	4	4	1	4	4
4. Complete QA/QC Review	4	4	4	4		4	
5. Attend Meetings		8	4	8		4	
Hour Estimate:	13	76	56	124	15	152	36
Fully Burdened Billing Rate Range:*	\$129 to \$190	\$119 to \$190	\$103 to \$135	\$106 to \$167	\$113 to \$190	\$81 to \$130	\$48 to \$126
Estimated Fully Burdened Billing Rate:*	\$175	\$170	\$130	\$150	\$160	\$120	\$90
Fully Burdened Labor Cost:	\$2,275	\$12,920	\$7,280	\$18,600	\$2,400	\$18,240	\$3,240

Subtotal Labor Cost: \$ 64,955

Direct Non-Salary Cost:
 Mileage & Expenses (Mileage @ IRS Rate) \$ 369

Subconsultant:
 Geotechnical Investigation (Landau Associates) \$ 46,958
 Ground Penetrating Radar (GPRS) \$ 3,400
 Subconsultant Overhead (5%) \$ 2,518

TOTAL ESTIMATED COST: \$ 118,200

EXHIBIT "B-2"
Task 2 - Design Engineering Services
Estimated Cost

City of Olympia - Elliot and Fir Street Reservoirs Seismic Retrofit Project

Tasks	Principal Hours	Project Mgr. Hours	Civil Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Engineer-In-Training Hours	CADD Tech. Hours
1. Provide Project Management							
2. Complete Reservoir Retrofit Design		16					
a. Prepare 30 Percent Plans and Cost Estimate	2	16	60	40	8	80	180
a. Prepare 60 Percent Plans, Specifications and Cost Estimate	4	16	60	40	16	80	180
b. Prepare 90 Percent Plans, Specifications, and Cost Estimate	4	16	40	24	8	60	124
c. Prepare Final Plans, Specifications and Cost Estimate	4	16	24	16	4	24	64
d. Provide Permitting Assistance		4	2	16		16	16
3. Complete QA/QC Review		16	16	16	4	16	
4. Attend Meetings and Site Visits		30	6	30		15	
5. Provide Bid and Award Services		8	12	4			8
Hour Estimate:	30	138	220	186	40	291	572
Fully Burdened Billing Rate Range:*	\$129 to \$190	\$119 to \$190	\$103 to \$135	\$106 to \$167	\$113 to \$190	\$81 to \$130	\$48 to \$126
Estimated Fully Burdened Billing Rate:*	\$175	\$170	\$130	\$150	\$160	\$120	\$90
Fully Burdened Labor Cost:	\$5,250	\$23,460	\$28,600	\$27,900	\$6,400	\$34,920	\$51,480

Subtotal Labor Cost: \$ 178,010

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ IRS Rate) \$ 437

Printing \$ 600

Subconsultant:

Geotechnical Review (Landau Associates) \$ 2,050

Subconsultant Overhead (5%) \$ 103

TOTAL ESTIMATED COST: \$ 181,200

EXHIBIT "B-3"

Task 3 - Construction Management Services
Estimated Cost

City of Olympia - Elliot and Fir Street Reservoirs Seismic Retrofit Project

Tasks	Principal Hours	Project Mgr. Hours	Civil Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Engineer-In-Training Hours	CADD Tech. Hours
1. Provide Project Management		16					
2. Provide Construction Management Services							
a. Review Submittals	2	8	16	16	4	40	
b. Review and Respond to RFIs	4	32	16	32	2	24	16
b. Review, Negotiate and Prepare Change Orders	4	16	8	8		8	
d. Attend Construction Meetings		72	16	36	4	24	
e. Coordinate Materials Testing/Special Inspection and Review Results		4		16			
f. Inspect Structural Components		8		32			
g. Prepare Record Drawings		4	4	4		16	24
3. Provide Startup Services							
a. Review Startup, Testing, and Commissioning Plans		6	6	6		6	
b. Coordinate and Assist with Startup Activities		24	4	8	4	4	
Hour Estimate:	10	190	70	158	14	122	40
Fully Burdened Billing Rate Range:*	\$129 to \$190	\$119 to \$190	\$103 to \$135	\$106 to \$167	\$113 to \$190	\$81 to \$130	\$48 to \$126
Estimated Fully Burdened Billing Rate:*	\$175	\$170	\$130	\$150	\$160	\$120	\$90
Fully Burdened Labor Cost:	\$1,750	\$32,300	\$9,100	\$23,700	\$2,240	\$14,640	\$3,600

Subtotal Labor Cost: \$ 87,330

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ IRS Rate) \$ 1,817

Printing \$ 600

Subconsultant:

Materials Testing/Special Inspection (MTC) \$ 20,000

Geotechnical Consultation (Lardau Associates) \$ 2,050

Subconsultant Overhead (5%) \$ 1,103

TOTAL ESTIMATED COST: \$ 112,900

Exhibit "C"

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

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

_____ affirms compliance with the City of Olympia's nondiscrimination ordinance and contract provisions. **Please check all that apply:**

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

- If the above are not applicable to the contract agency or vendor, please check here and sign below to verify that you will comply with the City of Olympia's nondiscrimination ordinance.

Failure to implement the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance.

(Signature)

(Date)

Print Name of Person Signing

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.	
_____ (Sole Proprietor Signature)	_____ (Date)

Exhibit "D"
EQUAL BENEFITS COMPLIANCE DECLARATION

Contractors or consultants on City agreements or contracts estimated to cost \$50,000 or more shall comply with Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors or consultants provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors or consultants must have policies in place prohibiting such discrimination, prior to contracting with the City.

I declare that the Consultant listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Consultant.

Consultant Name

Signature

Name (please print)

Date

Title

EXHIBIT “A”

SCOPE OF WORK

CITY OF OLYMPIA

ELLIOTT AND FIR STREET RESERVOIRS SEISMIC RETROFIT PROJECT

PROJECT OVERVIEW

The City of Olympia would like to design seismic retrofits for the Elliott and Fir Street reservoirs to address seismic deficiencies. The City has previously completed assessments of these reservoirs in 2001 and 2011. The City would like to review these previous assessments and update the seismic analysis for each reservoir considering current building code requirements and the current conditions of the reservoirs. Based on these updated assessments, the City would like to design and construct seismic retrofit improvements for these reservoirs.

The 2.0 MG Elliott reservoir is a circular concrete tank with prestressed walls. Previously identified deficiencies for the Elliott reservoir include excessive roof spans, insufficient capacity for lateral force transfer at the edge of the roof diaphragm, overstress in seismic cables in the base of the wall due to passive soil pressure, and corrosion of rebar in concrete columns.

The two 2.5 MG reservoirs at the Fir Street site are rectangular with truncated corners, were originally constructed in the 1930s, and have had several phases of improvements over the years. Previously identified deficiencies for the two 2.5 MG Fir Street reservoirs include insufficient roof diaphragm reinforcing, and cracking/spalling at the top of interior concrete columns.

As part of this project, the City would also like the following reservoir accessories and appurtenances to be evaluated and improvements designed so that they can be constructed while the reservoirs are out of service for construction of the seismic retrofits:

Elliott Reservoir

1. The existing hatch serves as an access point, vent, and overflow. When the Department of Health completed their last sanitary survey, they requested that the vent and overflow be improved to meet current standards.

Fir Street Reservoirs

1. The existing vents are below grade and appear to be undersized. They need to be upgraded to meet current standards.

2. Replace the existing steel piping and valves in the McCormick Valve House.
3. If possible, install new flowmeters on the reservoir outlet lines in the McCormick Valve House. Abandon existing flowmeters on the west side of McCormick Street.
4. Evaluate the integrity of the existing reservoir liners and develop estimated costs for alternatives to eliminate leakage from the reservoirs.
5. Reposition the staff gauges in the reservoir to be consistent with the existing level sensors.

SCOPE OF WORK

Gray & Osborne has prepared the following scope of work for this project.

Task 1 –Predesign Services

1. Provide Project Management

Provide comprehensive project management of the Pre-design phase of the project. This task will include coordinating and managing the schedule and budget for the consultant team, including subconsultants. A project schedule will be developed and the City will be provided with monthly progress updates. This task will also include coordination with other project stakeholders and regulatory agencies and assistance with the City's public communication program.

2. Review Background Information

Review previous reports and record drawings.

3. Complete Preliminary Design Analysis

Complete field inspections of each of the reservoirs and complete preliminary design analysis. Gray & Osborne will provide the following services to support completion of this task.

- a. Complete Inspection of the Elliott Street Reservoir

Complete a field inspection of the Elliott Street Reservoir to assess the current condition of the interior and exterior of the reservoir, review findings from previous reports, and confirm record drawing information.

b. Complete Inspection of the Fir Street Reservoirs

Complete a field inspection of the Fir Street Reservoirs to assess the current condition of the interior and exterior of the reservoirs, review findings from previous reports, and confirm record drawing information. As part of the Fir Street Reservoir inspection, ground penetrating radar will be used to determine if any voids exist under the reservoir slabs.

c. Identify Reservoir Seismic Performance Objectives

Review criticality of each reservoir and define seismic performance objectives in accordance with ASCE 41-13.

d. Complete Geotechnical Assessment of the Reservoir Sites

- Complete site-specific seismic hazard and response analysis to determine seismic design parameters by code-based methods.
- Complete seismic slope stability analysis and provided seismic earth pressure recommendations with updated seismic design parameters.
- Develop site-specific foundation bearing capacities.
- Prepare geotechnical report and meet with City to review.

e. Complete Seismic Evaluation of the Reservoirs

Complete seismic evaluations for each reservoir using defined seismic performance objectives. Check strength and deformation compatibility of all components of the reservoir in accordance with current building code requirements. Identify live load capacity for the roof of each reservoir.

f. Identify Deficiencies and Evaluate Potential Improvement Alternatives

Characterize deficiencies and identify improvement alternatives. Any related reservoir component deficiencies (such as piping, drains, vents, access, and liners) will also be identified. Evaluate retrofit options using several criteria, including minimizing impact to reservoir operation and construction cost. At least two retrofit options will be generated for each deficiency.

g. Prepare Draft Predesign Report

Prepare a draft Predesign Report for the project. The report will document the findings of the seismic analysis, incorporate the alternatives analyses for correcting identified deficiencies and document proposed improvements. The Predesign Report will meet the requirements of

WAC 246-290-110 for a project report. The draft report will be submitted to the City for review. We will meet with City staff to review the report.

h. **Prepare Final Predesign Report**

Address any review comments provided by the City and prepare a final Pre-Design Report for the project.

5. **Complete QA/QC Review**

Conduct Quality Assurance/Quality Control reviews of the Pre-Design Report.

6. **Attend Meetings**

Attend meetings with City staff and project stakeholders during the Predesign phase. The following meetings have been anticipated:

- Project Kick-off Meeting
- Predesign Report Review Meeting

Task 2 –Design Engineering Services

1. **Provide Project Management**

Provide comprehensive project management of the Design phase of the project. This task will include coordinating and managing the schedule and budget for the consultant team and subconsultants. The project schedule will be updated and the City will be provided with monthly progress updates. This task will also include coordination with other project stakeholders and regulatory agencies and assistance with the City's public communication program.

2. **Complete Reservoir Retrofit Design**

Complete civil and structural engineering design of the Elliott and Fir Street Reservoirs Seismic Retrofit Project. This task includes completing the engineering analysis and calculations necessary to complete the design. This task also includes preparation of detailed plans, specifications, and cost estimates to adequately describe the work for a public works contractor. Gray & Osborne will provide the following services to complete this task.

a. **Prepare 30 Percent Plans and Cost Estimate**

Prepare 30 percent plans and construction cost estimates for the project. Plans will include preliminary civil and structural sheets including reservoir civil and structural plans and preliminary details. A specification

outline will be submitted. 30 percent plans and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with City staff to complete a facilitated review of the plans.

b. Prepare 60 Percent Plans, Specifications, and Cost Estimate

Prepare 60 percent plans, specifications, and construction cost estimates for the project. City comments from the 30 percent submittal will be addressed. Plans will be provided with additional detail. Specifications will be prepared in CSI format with applicable City of Olympia General Conditions and contract forms. 60 percent plans, specifications, and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with City staff to complete a facilitated review of the plans and specifications.

c. Prepare 90 Percent Plans, Specifications, and Cost Estimate

Prepare 90 percent plans, specifications, and construction cost estimates for the project. City comments from the 60 percent submittal will be addressed. Plans and specifications will be near completion. Specifications will be prepared in CSI format with applicable City of Olympia General Conditions and contract forms. 90 percent plans, specifications, and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with City staff to review any comments.

d. Prepare Final Plans, Specifications, and Cost Estimate

Prepare final plans, specifications, and construction cost estimates for the project. City comment from the 90 percent submittal will be addressed. Plans and specifications will be suitable for public works bid. Specifications will be prepared in CSI format with applicable City of Olympia General Conditions and contract forms. Final plans, specifications, and cost estimates will be submitted to the City for regulatory approval and distribution to contractors.

e. Provide Permitting Assistance

Assist the City with applying for and obtaining the required permits for the project. It is anticipated that Gray & Osborne will take the lead and will provide engineering support for the following permit applications:

- Department of Health Project Approval
- City of Olympia Building Permit

Permit application and review fees have not been included in this scope of work. It has been assumed that these will be paid directly by the City.

Since the City of Olympia is receiving funding for the project through the Drinking Water State Revolving Fund (DWSRF) Program, it is anticipated that the City will need to satisfy the Investment Grade Energy Audit requirement of the DWSRF program. Gray & Osborne will work with City and DWSRF staff to determine the extent of documentation necessary.

3. Complete QA/QC Review

Conduct Quality Assurance/Quality Control reviews of the 30 percent, 60 percent submittal, 90 percent submittal, and final submittal for project.

4. Attend Meetings and Site Visits

Attend meetings with City staff, stakeholders, and the public during development of the plans and specifications to discuss project issues and review draft deliverables. Complete site visits and meet with regulatory agencies as necessary to coordinate the work. Prepare exhibits for communication with the public and stakeholders.

- 30 Percent Design Review Meeting
- 60 Percent Design Review Meeting
- 90 Percent Design Review Meeting
- Final Design Review Meeting
- Prebid Walkthrough
- Public Meetings (1)

5. Provide Bid and Award Services

Assist the City with the bid and award process for the Elliott and Fir Street Reservoir Seismic Retrofit project. Participate in a prebid walkthrough. Respond to bidder inquiries. Prepare addenda as necessary. Review bid results and bidder qualifications. Prepare an award recommendation for the City.

Task 3 –Construction Management Services

1. Provide Project Management

Provide project management services during the Construction phase of the project. This task will include coordinating and managing the schedule and budget for the project team, including subconsultants. The City will be provided

with budget updates on a monthly basis. This task will also include coordination with the contractor and regulatory agencies and assistance with the City's public communication program.

2. Provide Construction Management Services

Gray & Osborne will assist the City with management of the construction phase of the project by providing the following services:

a. Review Submittals

Review equipment, material, and plan submittals from the contractor for conformance with the Plans and Specifications. Return submittal review comments to the City.

b. Review and Respond to Requests for Information

Review and respond to requests for information and clarifications from the contractor. Prepare any clarification drawings or design modifications necessary to complete the project. Prepare and distribute responses.

c. Review, Negotiate, and Prepare Change Orders

Review, negotiate and prepare change orders as necessary for review and approval by the City.

d. Attend Construction Meetings

Attend the preconstruction conference and regular project progress meetings to coordinate work activities with the contractor and City. It is anticipated that there will be biweekly construction meetings. Conduct site visits as necessary to review project progress and resolve construction issues. 18 meetings have been assumed.

e. Coordinate Materials Testing and Special Inspection and Review Results

Coordinate materials testing and special inspection required during construction. Review results of materials testing and special inspection for conformance with the plans and specifications. Materials testing and special inspection for the project will be conducted by our subconsultant, MTC.

- f. Inspect Structural Components
Provide on-site inspection of structural components of the project as requested by the City. Eight visits have been assumed.
 - g. Prepare Record Drawings
Prepare record drawings in AutoCAD format based on contractor and field inspector redlines and deliver to the City.
3. Provide Startup and Testing Services
- Gray & Osborne will provide the following Start-up, Testing, and Training services for the project:
- a. Review Startup and Testing Plans
Review startup and testing plans prepared by the construction contractor. Provide feedback to the contractor on these plans.
 - b. Coordinate and Assist with Start-up and Testing Activities
Coordinate startup and testing activities with the contractor and City staff. Be on-site to assist with the startup and testing process.

Task 6 – Project Management Reserve

The project management reserve fund has been established to allow the City to authorize additional work tasks to address unanticipated engineering issues without executing a formal contract amendment. The City must provide prior written authorization before using any project management reserve funds.

ASSUMPTIONS

The following assumptions have been made in developing this scope of work. Preliminary engineering and alternatives analyses will be completed during preliminary design that will further define the improvements to be constructed.

- 1. The City will drain each of the reservoirs during the pre-design evaluation to allow Gray & Osborne personnel access to the reservoirs for inspection. We understand that the Fir Street Reservoir inspections will need to occur on separate trips.
- 2. Topographic survey will be provided by the City of Olympia.

3. One bid package will be prepared for the project that describes the work at both reservoir sites, including McCormick Valve House improvements.
4. Construction duration is estimated to be 8 months and it is assumed that only one reservoir will be taken out of service at a time.
5. An allowance of \$20,000 has been assumed for materials testing and special inspection.
6. The City of Olympia will provide daily construction inspection.
7. The City will review certified payrolls and complete employee wage rate interviews.

BUDGET

Based on the Scope of Work described above, the total estimated cost for engineering services is **\$427,000** as shown in the attached Exhibit “B.”

DELIVERABLES

Deliverables will be provided in the following format:

- Reports – five paper copies
- Plans and Specifications – five paper copies of each submittal
- Test Reports and Other Project Documentation – three paper copies
- Record Drawings – three paper copies

Electronic files will also be supplied for each deliverable.

PROJECT SCHEDULE

The anticipated project schedule is as follows:

Notice to Proceed	April 2019
Complete Predesign	April 2019 - July 2019
Complete Engineering Design	July 2019 – December 2019
Construct Reservoir Retrofit Project	March 2020 – October 2020

EXHIBIT "B"

ESTIMATED PROJECT COST SUMMARY

City of Olympia - Elliot and Fir Street Reservoirs Seismic Retrofit Project

Task 1 - Predesign Services	\$118,200
Task 2 - Design Engineering Services	\$181,200
Task 3 - Construction Management Services	\$112,900
Task 4 - Management Reserve	\$15,000
Total Estimated Cost	\$427,000

EXHIBIT "B-1"

**Task 1 - Predesign Services
Estimated Cost**

City of Olympia - Elliot and Fir Street Reservoirs Seismic Retrofit Project

Tasks	Principal Hours	Project Mgr. Hours	Civil Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Engineer-In-Training Hours	CADD Tech. Hours
1. Provide Project Management		8					
2. Review Background Information	1	4	4	8		4	
3. Complete Preliminary Design Analysis							
a. Complete Inspection of the Elliot Reservoir		8		8		8	
b. Complete Inspection of the Fir Street Reservoirs		16		16	4	16	
c. Identify Reservoir Seismic Performance Objectives	2	4		8		8	
d. Complete Geotechnical Assessment of the Reservoirs		2		4			
e. Complete Seismic Evaluation of the Reservoirs	2	4	8	24		40	
f. Identify Deficiencies and Evaluate Potential Improvement Alternatives	2	8	16	24	8	40	16
f. Prepare Draft Predesign Report	2	8	16	16	2	24	16
g. Prepare Final Predesign Report		2	4	4	1	4	4
4. Complete QA/QC Review	4	4	4	4		4	
5. Attend Meetings		8	4	8		4	
Hour Estimate:	13	76	56	124	15	152	36
Fully Burdened Billing Rate Range:*	\$129 to \$190	\$119 to \$190	\$103 to \$135	\$106 to \$167	\$113 to \$190	\$81 to \$130	\$48 to \$126
Estimated Fully Burdened Billing Rate:*	\$175	\$170	\$130	\$150	\$160	\$120	\$90
Fully Burdened Labor Cost:	\$2,275	\$12,920	\$7,280	\$18,600	\$2,400	\$18,240	\$3,240

Subtotal Labor Cost: \$ 64,955

Direct Non-Salary Cost:

 Mileage & Expenses (Mileage @ IRS Rate) \$ 369

Subconsultant:

 Geotechnical Investigation (Landau Associates) \$ 46,958

 Ground Penetrating Radar (GPRS) \$ 3,400

 Subconsultant Overhead (5%) \$ 2,518

TOTAL ESTIMATED COST: \$ 118,200

EXHIBIT "B-2"

**Task 2 - Design Engineering Services
Estimated Cost**

City of Olympia - Elliot and Fir Street Reservoirs Seismic Retrofit Project

Tasks	Principal Hours	Project Mgr. Hours	Civil Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Engineer-In-Training Hours	CADD Tech. Hours
1. Provide Project Management		16					
2. Complete Reservoir Retrofit Design							
a. Prepare 30 Percent Plans and Cost Estimate	2	16	60	40	8	80	180
a. Prepare 60 Percent Plans, Specifications and Cost Estimate	4	16	60	40	16	80	180
b. Prepare 90 Percent Plans, Specifications, and Cost Estimate	4	16	40	24	8	60	124
c. Prepare Final Plans, Specifications and Cost Estimate	4	16	24	16	4	24	64
d. Provide Permitting Assistance		4	2	16		16	16
3. Complete QA/QC Review	16	16	16	16	4	16	
4. Attend Meetings and Site Visits		30	6	30		15	
5. Provide Bid and Award Services		8	12	4			8
Hour Estimate:	30	138	220	186	40	291	572
Fully Burdened Billing Rate Range:*	\$129 to \$190	\$119 to \$190	\$103 to \$135	\$106 to \$167	\$113 to \$190	\$81 to \$130	\$48 to \$126
Estimated Fully Burdened Billing Rate:*	\$175	\$170	\$130	\$150	\$160	\$120	\$90
Fully Burdened Labor Cost:	\$5,250	\$23,460	\$28,600	\$27,900	\$6,400	\$34,920	\$51,480

Subtotal Labor Cost: \$ 178,010

Direct Non-Salary Cost:

 Mileage & Expenses (Mileage @ IRS Rate) \$ 437

 Printing \$ 600

Subconsultant:

 Geotechnical Review (Landau Associates) \$ 2,050

 Subconsultant Overhead (5%) \$ 103

TOTAL ESTIMATED COST: \$ 181,200

EXHIBIT "B-3"

**Task 3 - Construction Management Services
Estimated Cost**

City of Olympia - Elliot and Fir Street Reservoirs Seismic Retrofit Project

Tasks	Principal Hours	Project Mgr. Hours	Civil Eng. Hours	Structural Eng. Hours	Electrical Eng. Hours	Engineer-In-Training Hours	CADD Tech. Hours
1. Provide Project Management		16					
2. Provide Construction Management Services							
a. Review Submittals	2	8	16	16	4	40	
b. Review and Respond to RFIs	4	32	16	32	2	24	16
b. Review, Negotiate and Prepare Change Orders	4	16	8	8		8	
d. Attend Construction Meetings		72	16	36	4	24	
e. Coordinate Materials Testing/Special Inspection and Review Results		4		16			
f. Inspect Structural Components		8		32			
g. Prepare Record Drawings		4	4	4		16	24
3. Provide Startup Services							
a. Review Startup, Testing, and Commissioning Plans		6	6	6		6	
b. Coordinate and Assist with Startup Activities		24	4	8	4	4	
Hour Estimate:	10	190	70	158	14	122	40
Fully Burdened Billing Rate Range:*	\$129 to \$190	\$119 to \$190	\$103 to \$135	\$106 to \$167	\$113 to \$190	\$81 to \$130	\$48 to \$126
Estimated Fully Burdened Billing Rate:*	\$175	\$170	\$130	\$150	\$160	\$120	\$90
Fully Burdened Labor Cost:	\$1,750	\$32,300	\$9,100	\$23,700	\$2,240	\$14,640	\$3,600

Subtotal Labor Cost: \$ 87,330

Direct Non-Salary Cost:

 Mileage & Expenses (Mileage @ IRS Rate) \$ 1,817

 Printing \$ 600

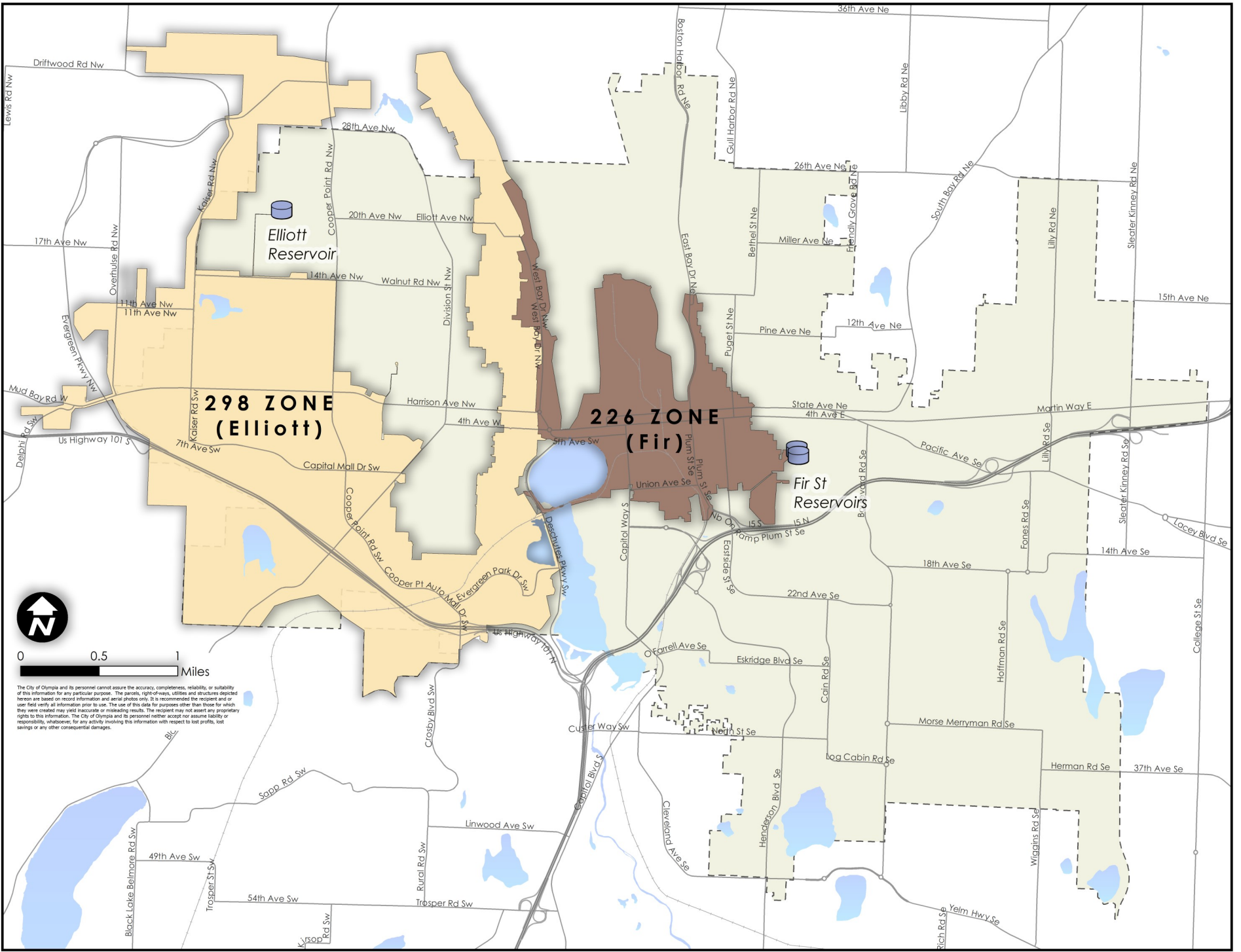
Subconsultant:

 Materials Testing/Special Inspection (MTC) \$ 20,000

 Geotechnical Consultation (Landau Associates) \$ 2,050

 Subconsultant Overhead (5%) \$ 1,103

TOTAL ESTIMATED COST: \$ 112,900



The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted herein are based on record information and aerial photos only. It is recommended the recipient and/or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept nor assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.



City Council

Approval of a Resolution Authorizing Property Acquisitions at the Intersection of Henderson Boulevard and Eskridge Boulevard

Agenda Date: 5/7/2019
Agenda Item Number: 4.E
File Number: 19-0351

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

Title

Approval of a Resolution Authorizing Property Acquisitions at the Intersection of Henderson Boulevard and Eskridge Boulevard

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing property acquisitions at the intersection of Henderson Boulevard and Eskridge Boulevard, and authorize the City Manager to execute all necessary closing documents.

Report

Issue:

Whether to approve the property acquisitions from David and Koko Chesanow and the Seventh Day Adventist Transformation Life Center.

Staff Contact:

Kristina Horton, PLS, City Surveyor, Public Works/Engineering, 360.753.8389

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

As a result of ongoing discussions and concerns voiced by many nearby residents related to vehicle, bicycle, and pedestrian safety at the intersection of Henderson Boulevard and Eskridge Boulevard, the City committed to making needed intersection safety improvements. The Cain Road Area Neighborhood Association (CRANA) was told that the City would begin design in 2018 and construct the project in 2019.

Early discussions included installation of a signal. While a signal is an effective way to control traffic movement, it is expensive to install and maintain. The team's research led to consideration of a

compact roundabout. This type of roundabout would more easily fit within the existing intersection footprint and better address vehicle, bicycle, and pedestrian safety concerns.

Henderson Boulevard and Eskridge Boulevard is also a busy intersection that is a main north/south route serving neighborhoods, schools, Watershed Park, and nearby churches. Installation of the compact roundabout will lower speeds and reduce the number of conflict points at the intersection. This will help reduce risk at this location.

In order to construct the roundabout, two small portions of property are needed from David and Koko Chesanow as well as the Seventh Day Adventist Transformation Life Center.

Neighborhood/Community Interests (if known):

Acquisition of these two portions of property will enable the City to complete the design and construction of a much-needed compact roundabout at this busy intersection. These improvements will benefit not only nearby residents, park users, and the church, but pedestrians, bicyclists, and motorists that go through this intersection.

Options:

1. Approve the resolution authorizing property acquisitions at the intersection of Henderson Boulevard and Eskridge Boulevard, and authorize the City Manager to execute all necessary closing documents. The project will proceed as planned.
2. Do not approve the acquisition of property.
The compact roundabout will need to be redesigned, affecting the ability to get it constructed this summer. Some elements of the design may also need to be eliminated, affecting the pedestrian improvements. The cost to acquire needed right of way at a future date may increase.

Financial Impact:

The acquisition will be funded by Transportation project funding. The cost to acquire these two portions of property are within the approved budget.

Attachments:

Resolution
Chesanow Statutory Warranty Deeds
Seventh Day Adventists Statutory Warranty Deeds
Chesanow Acceptance Letter
Seventh Day Adventists Acceptance Letter
Seventh Day Adventists Explanation Letter
Vicinity Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING THE CITY MANAGER TO ACQUIRE CERTAIN PORTIONS OF REAL PROPERTY FROM DAVID AND KOKO CHESANOW AND FROM THE WESTERN WASHINGTON CORPORATION OF SEVENTH DAY ADVENTISTS, FOR THE HENDERSON BLVD AND ESKRIDGE BLVD INTERSECTION IMPROVEMENTS PROJECT

WHEREAS, the intersection at Henderson Blvd and Eskridge Blvd will surpass appropriate levels of service thresholds by 2024 and the City has committed to the Cain Road Area Neighborhood Association (CRANA) that the City would begin design in 2018 to include existing pedestrian safety concerns raised by nearby residents; and

WHEREAS, during the design phase, the City discovered that the existing sidewalk along the southerly margin of Eskridge Blvd, abutting the Seventh Day Adventists' parcel was not within the existing Right-of-Way; and

WHEREAS, acquisition of a small portion of certain properties will enable the City to complete the design and construction of a much-needed compact roundabout at this busy intersection, benefitting the traveling public, nearby residents, the church, pedestrians, bicyclists and motorists who use the intersection; and

WHEREAS, the Chesanow parcel is commonly identified as Thurston County Tax Parcel No. 41410000800, and the City seeks to acquire 226 square feet, more or less, for the Henderson Blvd and Eskridge Blvd Intersection Improvement project; and

WHEREAS, the Seventh Day Adventist parcel is commonly identified as Thurston County Tax Parcel No. 09890042000, and the City seeks to acquire 1,297 square feet, more or less, for the Henderson Blvd and Eskridge Blvd Intersection Improvement project; and

WHEREAS, the City desires to acquire small portions of the two parcels to complete the Henderson Blvd and Eskridge Blvd Intersection Improvements; and

WHEREAS, the cost to acquire the needed right-of-way will be funded by Transportation project funding within the approved project budget; and

WHEREAS, the City has offered to purchase 226 square feet of real property from David Chesanow and Koko Chesanow for consideration in the sum of \$3,500.00; and

WHEREAS, the City has offered to purchase 1,297 square feet of real property from the Western Washington Corporation of Seventh Day Adventists for consideration in the sum of \$4,950.00; and

WHEREAS, the Olympia City Council has determined it to be in the best interests of the City of Olympia to acquire real property from David and Koko Chesanow and from Western Washington Corporation of Seventh Day Adventists for the Henderson Blvd and Eskridge Blvd Intersection Improvements project;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The City shall acquire real property consisting of 226 square feet, more or less, from David Chesanow and Koko Chesanow, for the Henderson Blvd and Eskridge Blvd Intersection Improvement project in consideration of payment in the sum of \$3,500.00 or other amount within the approved Transportation project budget.
2. The City shall acquire real property consisting of 1,279 square feet, more or less, from Western Washington Corporation of Seventh Day Adventists for the Henderson Blvd and Eskridge Blvd Intersection Improvement project in consideration of payment in the sum of \$4,950.00 or other amount within the approved Transportation project budget.
3. The City Manager is directed and authorized to execute all documents necessary for the City's acquisition of the above referenced real property from David Chesanow and Koko Chesanow, and the Western Washington Corporation of Seventh Day Adventists. The City Manager is further authorized to make any minor modifications to said documents that are consistent with the intent of the authority conferred herein, including authority to correct any scrivener's or clerical errors in said documents.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of April 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

AFTER RECORDING MAIL TO:

Attn: Legal Department
City of Olympia
P.O. Box 1967
Olympia, WA 98507-1967

Document Title:	Statutory Warranty Deed
Grantors:	David L. Chesanow and Koko Chesanow
Grantee:	City of Olympia
Abbreviated Legal Description:	A portion of Lot 8 of Cloverfields Div. 3 in Sec. 25, TWP 18 N, R 2 W, W.M.
Assessor's Tax Parcel Number:	41410000800

The Grantors, **DAVID L. CHESANOW**, as his separate estate, and **KOKO CHESANOW**, as her separate estate, for and in consideration of the sum of TEN and NO/100--(\$10.00) Dollars, and other valuable considerations, in hand paid, hereby convey and warrant to the Grantee, **CITY OF OLYMPIA**, a Washington municipal corporation, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain, the following described real estate and all rights thereto, situated in the City of Olympia, County of Thurston, in the State of Washington, including all after acquired title:

That portion of Lot 8 of Cloverfields Division No. 3 as recorded in Volume 15 of Plats, Page 4, records of Thurston County, Washington, being a part of the R.M. Walker Donation Land Claim No. 38 in the Northwest Quarter of Section 25, Township 18 North, Range 2 West, Willamette Meridian, more particularly described as follows:

BEGINNING at the Northeast Corner of said Lot 8; thence S01°57'17"W along the east line of said Lot 8 a distance of 25.00 feet; thence N88°19'43"W parallel to the north line of said Lot 8 a distance of 4.61 feet; thence N01°40'18"E a distance of 13.95 feet; thence N59°09'26"W a distance of 22.67 feet to the north line of said Lot 8 and the southerly margin of Eskridge Boulevard; thence S88°19'43"E along said north line and southerly margin a distance of 24.52 feet to the **POINT OF BEGINNING**.

Also, the undersigned hereby requests the Assessor and Treasurer of said County to set over to the remainder the lien of all unpaid taxes, if any, affecting the property hereby conveyed, as provided by RCW 84.60.070

GRANTORS:

DAVID L. CHESANOW, as his separate estate
DATE _____

KOKO CHESANOW, as her separate estate
DATE _____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that **DAVID L. CHESANOW** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____ 2019.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature
Print Name: _____
NOTARY PUBLIC in and for the
State of _____
Residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **KOKO CHESANOW** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____ 2019.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature
Print Name: _____
NOTARY PUBLIC in and for the
State of _____
Residing at _____
My commission expires _____

GRANTEE:

CITY OF OLYMPIA, a Washington municipal corporation

ACCEPTED AND APPROVED:

By: _____
Steven R. Hall, City Manager

Date: _____

Approved as to form:



Mark Barber, City Attorney

AFTER RECORDING MAIL TO:

Attn: Legal Department
City of Olympia
P.O. Box 1967
Olympia, WA 98507-1967

Document Title:	Statutory Warranty Deed
Grantor:	Western Washington Corporation of Seventh Day Adventists
Grantee:	City of Olympia
Abbreviated Legal Description:	A portion of the R.M. Walker DLC in the NW Qtr. of Sec. 25, TWP 18 N, R 2 W, W.M.
Assessor's Tax Parcel Number:	09890042000

The Grantor, **WESTERN WASHINGTON CORPORATION OF SEVENTH DAY ADVENTISTS**, a religious organization and Washington public benefit corporation, for and in consideration of the sum of TEN and NO/100---(\$10.00) Dollars, and other valuable considerations, in hand paid, hereby conveys and warrants to the Grantee, **CITY OF OLYMPIA**, a Washington municipal corporation, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain, the following described real estate and all rights thereto, situated in the City of Olympia, County of Thurston, in the State of Washington, including all after acquired title:

That portion of the R.M. Walker Donation Land Claim No. 38 in the Northwest Quarter of Section 25, Township 18 North, Range 2 West, Willamette Meridian, more particularly described as follows:

Commencing at a Cased Monument on the north line of said Walker Donation Land Claim, marking the centerline intersection of Forest Hill Road and Eskridge Boulevard; thence N88°19'43"W along the north line of said Walker Donation Land Claim and the monumented centerline of Eskridge Boulevard a distance of 414.85 feet; thence leaving said north line and centerline on a bearing of S01°40'18"W a distance of 25.00 feet to the intersection of the southerly margin of Eskridge Boulevard and the easterly margin of Henderson Boulevard and **TRUE POINT OF BEGINNING** of this description; thence continuing S01°40'18"W along the easterly margin of Henderson Boulevard a distance of 12.61 feet; thence leaving said easterly margin on a bearing of N84°10'00"E a distance of 73.54 feet; thence S88°19'43"E parallel to the north line of said Walker Donation Land Claim and the monumented centerline of Eskridge Boulevard a distance of 242.85 feet; thence N01°56'04"E a distance of 3.00 feet to the southerly margin of Eskridge Boulevard; thence N88°19'43"W along said southerly margin a distance of 315.77 feet to the **TRUE POINT OF BEGINNING**.

Also, the undersigned hereby requests the Assessor and Treasurer of said County to set over to the remainder the lien of all unpaid taxes, if any, affecting the property hereby conveyed, as provided by RCW 84.60.070

**WESTERN WASHINGTON CORPORATION
OF SEVENTH DAY ADVENTISTS,**
a religious organization and Washington public
benefit corporation

By: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that _____ is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they were authorized to execute the instrument and acknowledged it as his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2019.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature
Print Name: _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My commission expires _____

GRANTEE:

CITY OF OLYMPIA, a Washington municipal corporation

ACCEPTED AND APPROVED:

By: _____
Steven R. Hall, City Manager

Date: _____

Approved as to form:



Mark Barber, City Attorney



ACCEPTANCE LETTER

David L. Chesanow and Koko Chesanow
1645 Eskridge Blvd. SE
Olympia, WA 98501

**SUBJECT: Henderson Blvd. – Eskridge Blvd. Intersection Improvements
Project No. 1846G
Property Address: 1645 Eskridge Blvd. SE, Olympia WA 98501
Thurston County Tax Parcel No. 41410000800**

We accept the offer made in the City of Olympia's (City) ***offer of compensation and settlement letter***, dated April 12, 2019, attached hereto and incorporated by reference (the "Offer Letter"), to acquire a portion of our real property consisting of 226 square feet for the above-referenced project, subject to the terms and conditions set forth below. We hereby conditionally accept \$4,000.00 along with the items and conditions outlined in the Offer Letter as compensation for the proposed Statutory Warranty Deed and Temporary License to Construct described in the Offer Letter.

At reasonable times, the City's representatives may enter the proposed temporary construction easement and on our property for the purpose of making surveys and studies to complete the intersection design and improvement project.

Closing the transaction is contingent on the City obtaining Title Insurance in a form and manner acceptable to the City, if the City so chooses to do so. The closing of the transaction is also contingent on the property being free of all other encumbrances and liabilities not acceptable to the City. We understand that final closing and disbursement will be after recording of the deed by the City. Furthermore, we understand that the closing is contingent upon approval by the Olympia City Council.

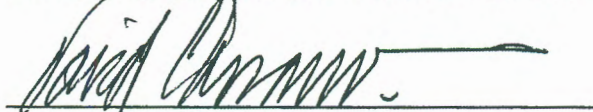
This letter and the acceptance of the Offer Letter does not create a binding agreement between the parties hereto. Such a binding agreement would occur only if the parties elect to execute a purchase and sale agreement (the "Agreement") reflecting the terms and conditions set forth herein. Absent the execution of such an Agreement, each party hereto specifically reserves the right to withdraw from or terminate negotiations at any time, for any reason and neither party will have any liability of any kind to the other by reason of such withdrawal or termination.

The terms contained herein may be subject to approval and/or ratification by any lender of the property owner. While the owners' lender has been notified of this transaction, formal approval to move forward has not been granted at this time.

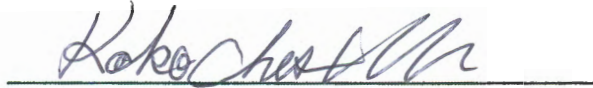
DATED this 15th day of April, 2019.

Owners:

David L. Chesanow and Koko Chesanow



Name: David L. Chesanow



Name: Koko Chesanow



ACCEPTANCE LETTER

Eric Davis, Registered Agent
Western Washington Corporation of Seventh Day Adventists
32229 Weyerhaeuser Way S
Federal Way, WA 98001-9347

**SUBJECT: Henderson Blvd. – Eskridge Blvd. Intersection Improvements
Project No. 1846G
Property Address: 1717 Eskridge Blvd. SE, Olympia WA 98501
Thurston County Tax Parcel No. 09890042000**

We accept the offer made in the City of Olympia's (City) ***offer of compensation and settlement letter***, dated April 12, 2019, attached hereto and incorporated by reference (the "Offer Letter"), to acquire a portion of our real property consisting of 1,297 square feet for the above-referenced project, subject to the terms and conditions set forth below. We hereby conditionally accept \$4,950.00 along with the items and conditions outlined in the Offer Letter as compensation for the proposed Statutory Warranty Deed described in the Offer Letter.

At reasonable times, the City's representatives may enter on our property for making surveys and studies to complete the intersection design and improvement project.

Closing the transaction is contingent on the City obtaining Title Insurance in a form and manner acceptable to the City, if the City so chooses to do so. The closing of the transaction is also contingent on the property being free of all other encumbrances and liabilities not acceptable to the City. We understand that final closing and disbursement will be after recording of the deed by the City. Furthermore, we understand that the closing is contingent upon approval by the Olympia City Council.


This letter and the acceptance of the Offer Letter does not create a binding agreement between the parties hereto. Such a binding agreement would occur only if the parties elect to execute a purchase and sale agreement (the "Agreement") reflecting the terms and conditions set forth herein. Absent the execution of such an Agreement, each party hereto specifically reserves the right to withdraw from or terminate negotiations at any time, for any reason and neither party will have any liability of any kind to the other because of such withdrawal or termination.

The terms contained herein may be subject to approval and/or ratification by any lender of the property owner. While the owners' lender, if any, will be notified of this transaction, formal approval to move forward has not been granted at this time.

DATED this 25th day of April, 2019.

Owner:

**WESTERN WASHINGTON CORPORATION
OF SEVENTH DAY ADVENTISTS**, a religious
organization and Washington public benefit
corporation

By: 
Name [please print]: Gerald S. Russell

Title: VP Finance



VIA CERTIFIED MAIL OR HAND DELIVER

April 12, 2019

Eric Davis, Registered Agent
Western Washington Corporation of Seventh Day Adventists
32229 Weyerhaeuser Way S.
Federal Way, WA 98001-9347

Dear Mr. Davis:

**SUBJECT: Offer Letter – Henderson Blvd.-- Eskridge Blvd. Intersection Improvements
Project No. 1846G
1717 Eskridge Blvd. SE, Olympia, WA 98501
Thurston County Tax Parcel No. 09890042000**

This is an offer of compensation from the City of Olympia to purchase property rights from you to make improvements at 1717 Eskridge Blvd. SE.

Background

The intersection at Henderson Blvd. and Eskridge Blvd. will surpass appropriate levels of service thresholds by 2024. The City has committed to the Cain Road Area Neighborhood Association (CRANA) that the City would begin design in 2018 to include existing pedestrian safety concerns raised by nearby residents.

During the design phase, the City discovered that the existing sidewalk along the southerly margin of Eskridge Blvd., abutting the Seventh Day Adventists' parcel, was not within existing Right-of-Way. The City seeks to correct that issue and to obtain additional Right-of-Way for constructing a compact roundabout.

Acquisition of a small portion of certain properties will enable the City to complete the design and construction of a much-needed compact roundabout at this busy intersection, benefitting the traveling public, nearby residents, the church, pedestrians, bicyclists and motorists who use the intersection.

Offer Information

In order to complete the improvements, the City needs to purchase property rights from you. The enclosed exhibit shows the property identified for purchase.

Your property has been examined by a Washington State Certified Appraiser and qualified Review Appraiser who have carefully considered all the elements that contribute to the market value of your property. By law, they must disregard any general increase or decrease in value caused by the project itself.

The City's offer for the purchase of the property rights is as follows:

Lands Conveyed (Statutory Warranty Deed 1,297 S.F.) :	\$3,450
Landscaping and improvements	<u>\$1,500</u>
Total	\$4,950

If you wish to evaluate this offer, please employ well-qualified evaluators so that any resulting report is useful in deciding whether or not to accept the City's offer. If the evaluation produces a written report, you may submit it to the City for review and consideration. Pursuant to RCW 8.25.020, the City may reimburse you up to \$750.00 for the costs of an evaluation upon submission of paid bills or receipts.

If you accept this offer, please sign and date the enclosed Acceptance Letter and Statutory Warranty Deed. The Deed will need to be notarized. You may visit a notary of your choice or your acquisition agent can meet with you and notarize the documents if you desire.

Once the City receives the signed documents, an escrow account may be established with Thurston County Title Company. The City will determine the necessity of escrow. If escrow is necessary, Thurston County Title Company will coordinate with you about the time, place and details related to closing the transaction. When escrow is not necessary, the City will coordinate with you about closing the transaction. Payment will be made available to you after closing.

If mutual agreement regarding this offer cannot be reached through voluntary negotiations, the City of Olympia, acting in the public interest, may use its right of eminent domain to acquire the above-referenced property or property rights for public use. A condemnation suit will determine the just compensation to be paid for the property to ensure your rights as an individual property owner and the rights of all City of Olympia taxpayers are equally protected.

Contact and Negotiation Information


An on-site meeting may be helpful to discuss specific issues relative to your property and to answer any questions you may have. If you have questions or concerns or would like to schedule a meeting, please contact me, at 360-753-8389 or via e-mail at khorton@ci.olympia.wa.us


Sincerely,

KRISTINA HORTON, PLS
City Surveyor
Public Works Engineering

Enclosures
ec: to file

Receipt of this letter is hereby acknowledged. I understand that this acknowledgment does not signify my acceptance or rejection of this offer.

Signature  Date 4/25/19

Signature  Date 4/25/19

Olympia Transformation Life Center
1717 Eskridge Blvd SE
Olympia, Washington 98501
360-943-1370 / office@tlcsda.org



Kris Horton, PLS

City Surveyor | Public Works Engineering

City of Olympia | olympiawa.gov

Ph: [360.753.8389](tel:360.753.8389) | khorton@ci.olympia.wa.us

April 25, 2019

RE: Conditional Signing of the Acceptance Letter

Ms. Horton:

On behalf of Olympia Transformation Life Center, and out of the several telephone conversations with you, I am writing this note of explanation to clarify the conditional signing of the Acceptance Letter by Eric Davis, Associate Treasurer and Property Manager for the Washington Conference of Seventh-day Adventists.

Eric and other individuals as necessary at the Washington Conference of Seventh-day Adventists have reviewed and approved the City of Olympia's proposal for acquiring this portion of real property as described in the Acceptance Letter and in the other documents provided over the course of negotiations. Final approval by the Washington Conference of Seventh-day Adventists will take place by May 21, 2019 during a meeting of the organization's corporate board.

Other than the previously mentioned approval, the only remaining step is for the local church, Olympia Transformation Life Center, to vote the approval of this action at an official church business meeting. According to internal organizational rules, a local church business meeting can only be called after two (2) weeks notice have been provided to all members of the local church. It is the express intent and firm expectation that this action to transfer the described portion of real property to the City will be approved at the next business meeting, tentatively scheduled for May 19, 2019. It is possible, but highly improbable that the local church could vote against the proposed transfer of real property. As such, the signing of the Acceptance Letter is conditional on the vote by the Olympia Transformation Life Center Seventh-day Adventist Church in that business meeting.

I trust that this brief explanation of our decision process will be helpful as the City moves forward with this project.

Sincerely,

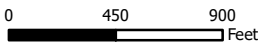
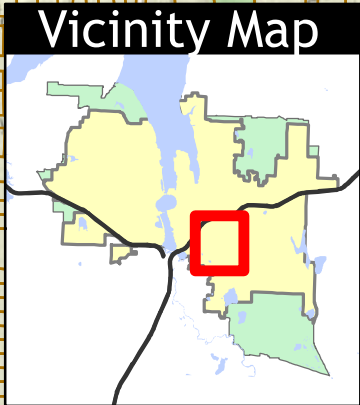
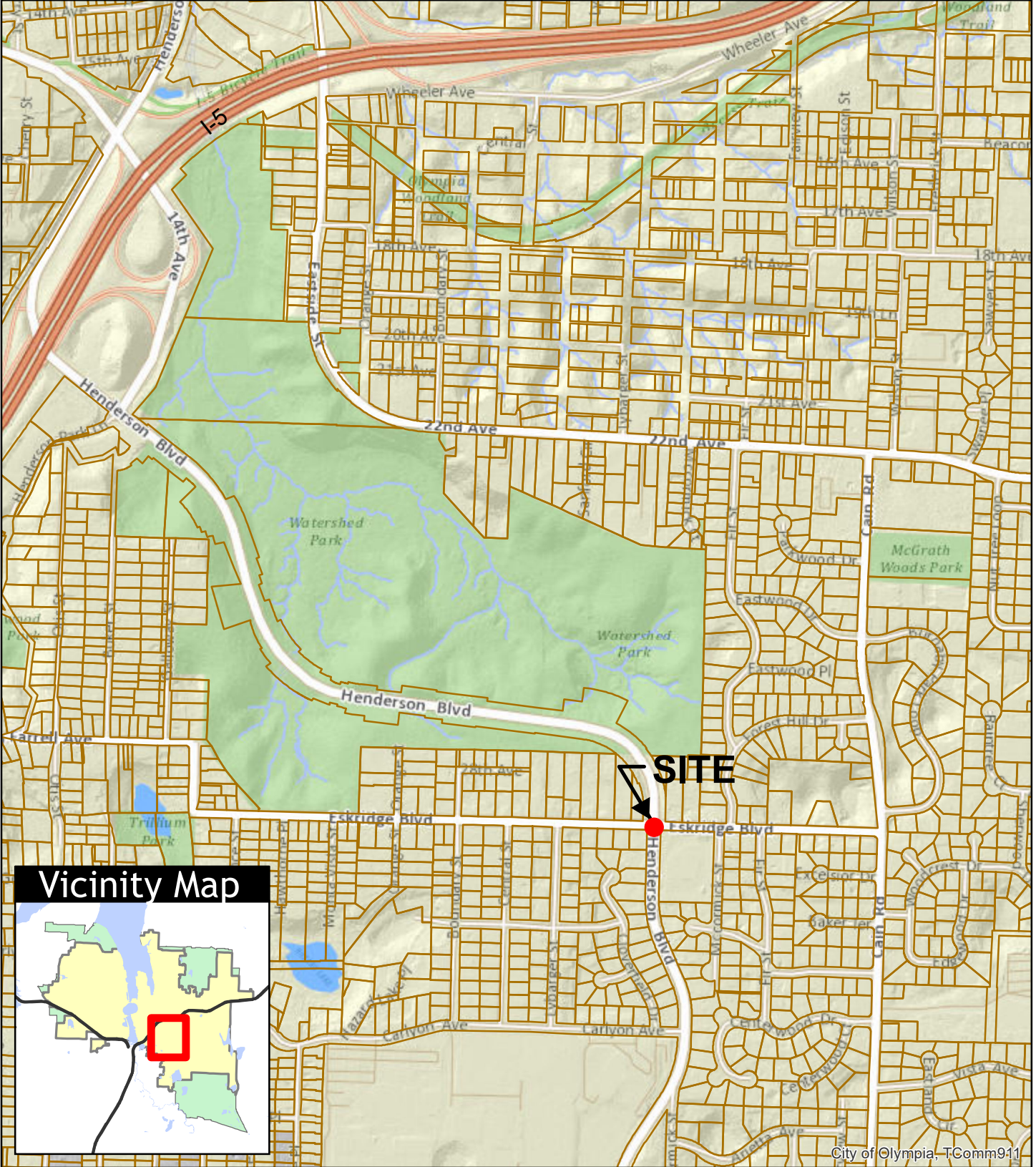
A handwritten signature in cursive script that reads "Mark Welch".

Mark Welch, Pastor



Henderson-Eskridge Intersection Improvements

Project #1846G



Map printed 4/9/2019

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





City Council

Public Hearing to Consider an Ordinance Declaring a Continuing State of a Public Health Emergency Related to Homelessness - First and Final Reading

Agenda Date: 5/7/2019
Agenda Item Number: 5.A
File Number: 19-0429

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

Title

Public Hearing to Consider an Ordinance Declaring a Continuing State of a Public Health Emergency Related to Homelessness - First and Final Reading

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Conduct a public hearing and move to approve the ordinance declaring a continuing state of public health emergency relating to human health and environmental conditions caused by increasing homelessness in our community on first and final reading.

Report

Issue:

Whether to conduct a public hearing and approve an ordinance declaring a continuing state of public health emergency relating to increasing homelessness in our community.

Staff Contact:

Keith Stahley, Director Community Planning and Development Department 360.753.8227

Presenter(s):

Keith Stahley, Director Community Planning and Development Director

Background and Analysis:

Homelessness is an issue of urgent public concern facing Olympia and the region. On June 14, 2018, the Thurston County Board of Health declared homelessness a public health crisis in Thurston County.

The Point-in-Time homeless census conducted in 2018 found at least 320 people sleeping unsheltered in unmanaged conditions countywide. In addition to this annual count, City staff

periodically conducts an early morning count of people sleeping on the street in downtown; routinely finding approximately 130 people living unsheltered within the core of downtown.

On July 17, 2018, the City Council passed and adopted an ordinance declaring a public health emergency. Since that date, the number of tents for homeless persons in downtown Olympia has increased substantially. Since first declaring a public health emergency, the City of Olympia has been in the process of identifying and implementing solutions-based actions to address this increasingly challenging issue.

Declaring a state of continuing public health emergency provides a factual basis for the City's present and existing public health emergency, and references statutory authority that allows the City more flexibility to act quickly in response to homelessness. Under the ordinance, the City may, for example, obligate funds, enter into contracts, or site facilities outside of normal time-consuming procedures.

After considering public testimony and reviewing the conditions that gave rise to this public health emergency, on December 18, 2018, the City Council passed and adopted Ordinance No. 7179, declaring a continuing state of public health emergency relating to homelessness.

Conditions necessitating a public health emergency continue to exist in the City, including widespread unsanctioned camping, threats of communicable diseases from unsanitary conditions, environmental degradation from human waste and garbage, illegal drug use, and improper use of public and private property throughout our community.

The above circumstances are and continue to present significant public health and safety issues for the entire community and necessitate urgent further actions to mitigate the conditions giving rise to this threat to public health and safety.

The continuing public health emergency ordinance shall take effect immediately upon adoption by a vote of a majority plus one, and the emergency will be in effect through December 19, 2021. In six months after adoption of this continuing public health emergency ordinance, the City Council will review the conditions that gave rise to this public health emergency to determine if this ordinance should be extended for another six-month period, with possible successive renewals until the sunset date.

Neighborhood/Community Interests:

Homelessness and its impacts affect the entire City.

Options:

1. Conduct a public hearing and move to approve the continuing ordinance declaring a state of public health emergency relating to human health and environmental conditions caused by increasing homelessness in our community.
2. Conduct a public hearing and move to take no action.

Financial Impact:

No immediate impacts.

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

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO PUBLIC HEALTH AND SAFETY AND DECLARING A CONTINUING STATE OF PUBLIC HEALTH EMERGENCY RELATING TO HOMELESSNESS; AUTHORIZING SUCH ACTIONS AS ARE REASONABLE AND NECESSARY TO MITIGATE THE CONDITIONS GIVING RISE TO SUCH PUBLIC HEALTH EMERGENCY; AND DECLARING AN EMERGENCY SO THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION.

WHEREAS, persistent and increasing homelessness is a public health and safety issue that greatly impacts people experiencing homelessness, as well as the entire community, all citizens, neighborhoods, and businesses; and

WHEREAS, the Olympia City Council passed Ordinance No. 7146 on July 17, 2018, finding and declaring a public health emergency relating to human health and environmental conditions caused by increasing homelessness in the City of Olympia; and

WHEREAS, since the adoption of Ordinance No. 7146, the number of homeless persons and tents within the downtown zone of the City of Olympia dramatically increased, particularly since August 2018, causing serious and detrimental conditions relating to human health, sanitation, and welfare; and

WHEREAS, the Olympia City Council passed Ordinance No. 7179 on December 18, 2018, finding that the public health emergency relating to human health and environmental conditions caused by increasing homelessness in the City of Olympia was continuing; and

WHEREAS, the number of homeless persons occupying portions of the downtown zone within the City of Olympia has caused significant and real problems for public health and safety relating to human excrement, urine, trash, refuse, needles associated with drug use; all of which pose a serious and immediate danger to public health; and

WHEREAS, the Olympia City Council finds that in Olympia and Thurston County and throughout the nation, large numbers of individuals, families and unaccompanied youth are experiencing homelessness due to such factors as job loss, rising housing costs, stagnant and declining wages, family crisis, domestic violence, trauma, substance abuse or addiction, and mental health issues, and discrimination based on race, disability, sexual orientation, gender expression, and transgender status; and that such conditions have not abated or decreased since the adoption by Council of Ordinance No. 7146 on July 17, 2018, but have shown increasing signs within the City of Olympia; and

WHEREAS, communities such as Seattle, Washington; Tacoma, Washington; Portland, Oregon; and Los Angeles, California, have declared states of emergency in order to provide expedited emergency services and shelters for unsheltered individuals, families and unaccompanied youth and are continuing to struggle with the effects of homelessness within their respective jurisdictions; and

WHEREAS, the supply of available temporary shelter beds in Thurston County and City of Olympia is inadequate to meet demand of homeless persons; and

WHEREAS, the Eighth Amendment to the U.S. Constitution, as interpreted by the Ninth Circuit Court of Appeals in *Martin v. City of Boise*, 902 F.3d 1031 (Sept. 4, 2018) precludes the City from enforcing criminal ordinances against homeless persons for sleeping outside on public property when there is no access to alternative shelter or lawful camping sites; and

WHEREAS, the Olympia City Council finds there is an emergency need for designated public property so homeless persons may lawfully camp within the City of Olympia with public sanitation facilities, potable water, and collection of trash and refuse for proper solid waste disposal; and

WHEREAS, the experience of being unsheltered is traumatic and endangers public health as these conditions expose occupants to harmful weather conditions, communicable diseases such as hepatitis, tuberculosis, respiratory illnesses, malnutrition, and violence; and exacerbate medical conditions such as high blood pressure, diabetes and asthma because there is no safe place to properly store medications or syringes; and

WHEREAS, mental health issues such as depression or schizophrenia often develop or intensify for unsheltered individuals, and those conditions frequently co-occur with a complex mix of severe physical, alcohol and/or substance use, and other social problems; and

WHEREAS, when a patient's health is continually compromised by unstable conditions health care services are rarely effective, and inpatient hospitalization or residential drug treatment and mental health care rarely have lasting impacts when a patient is returned to a homeless environment; and

WHEREAS, other environmental degradation can occur, such as damage to critical wetlands and wetland and river buffers when occupied by encampments, or surface water contamination due to runoff from garbage that can find its way into groundwater, rivers, and to other waterbodies causing harm to people, fish and wildlife; and

WHEREAS, conditions necessitating a public health emergency continue to exist in the City of Olympia, including widespread unsanctioned camping, threats of communicable diseases from unsanitary conditions, environmental degradation from human waste and garbage, illegal drug use, and improper use of public and private property throughout our community; and

WHEREAS, the above circumstances are and continue to present significant public health and safety issues for the entire community and necessitate urgent further actions to mitigate the conditions giving rise to this threat to public health and safety; and

WHEREAS, the City of Olympia is confronted with exigent financial circumstances related to this public health and safety emergency to protect its citizens and residents, and to protect the community; and

WHEREAS, the growing homeless population in the City of Olympia has surpassed Olympia's available means and resources, such that assistance is urgently needed from Thurston County and the State of Washington to make available county and state lands, buildings and other resources to help provide temporary camping and shelter for Olympia's homeless population; and

WHEREAS, the above man-made circumstances warrant the exercise of the City of Olympia's power to declare a public health emergency under authority of Article XI, Section 11, of the Washington State Constitution; 35A.11.020 RCW; 35A.11.030 RCW; 35A.13.190 RCW; 35A.38.010 RCW; 35.33.081 RCW; Chapter 38.52 RCW; Chapter 39.04 RCW; WAC 197-11-880; and other applicable laws and regulations, and pursuant to Chapter 2.24 of the Olympia Municipal Code, and pursuant thereto, and the authorization of such extraordinary measures as are reasonable and necessary in light of such continuing public health emergency to mitigate the conditions giving rise to the public health emergency;

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

Section 1. The above-stated recitals are adopted as findings of the Olympia City Council and are incorporated by this reference as though fully set forth herein.

Section 2. It is hereby declared that a continuing state of public health emergency exists due to an exigent threat to human health and environmental conditions related to homelessness affecting the City of Olympia. Therefore:

- A.** The City Manager is hereby authorized and empowered to carry out those powers and duties as are reasonable and necessary to mitigate the effects of the emergency.
- B.** All of the personnel, services and facilities of the City of Olympia will be utilized as needed, in response to the emergency needs of the community.
- C.** Those departments, officers, and employees of the City of Olympia are authorized and empowered, among other things, to do the following:
 - (1) Obligate funds for emergency expenditures as directed by the City Council;
 - (2) Enter into contracts and incur obligations necessary to combat such emergency situations to protect the public health and safety of persons and property;
 - (3) Provide appropriate emergency shelter or lawful camping sites to houseless individuals; and
 - (4) Take other actions, as appropriate, in response to such public health emergency.
- D.** Each designated City department is authorized to exercise the powers vested under Section 2 of this Ordinance in the light of these exigencies of an extreme emergency situation without regard to time consuming procedures and formalities prescribed by law (with the exception of mandatory constitutional requirements).
- E.** The Mayor is authorized to submit a written request to the Board of Commissioners for Thurston County, and to Governor Jay Inslee, to make available county and state lands, buildings, and other resources to address the public health emergency caused by the rapidly growing homeless population in the City of Olympia.

Section 3. Sunset Provision. This ordinance shall sunset and no longer be in force or effect at 11:59 p.m. on December 19, 2021. The City Council shall, no later than six (6) months after the effective date of this ordinance, review the conditions that have given rise to this public health emergency to determine if such conditions warrant keeping in place the extraordinary measures authorized herein to respond to this continuing public health emergency. If the City Council finds such conditions still exist, the City Council may extend this ordinance for an additional six (6) month period, and can do so successively until the sunset date on December 19, 2021.

Section 4. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 5. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

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

Section 7. Effective Date. This Ordinance is for the immediate preservation of public peace, health, safety, and welfare, and shall take effect upon adoption, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Launch of the 2019 Community Development Block Grant (CDBG) Annual Action Plan and Public Process and an Amendment to the 2018 CDBG Annual Action Plan

Agenda Date: 5/7/2019
Agenda Item Number: 6.A
File Number: 19-0419

Type: decision **Version:** 1 **Status:** Other Business

Title

Launch of the 2019 Community Development Block Grant (CDBG) Annual Action Plan and Public Process and an Amendment to the 2018 CDBG Annual Action Plan

Recommended Action

Committee Recommendation:

The General Government Committee discussed options for the 2019 (PY 2019: 9/1/19 - 8/31/20) Community Development Block Grant (CDBG) Annual Action Plan and Public Process at its January 23 and February 26, 2019, meetings.

City Manager Recommendation:

Launch the 2019 (PY 2019: 9/1/19 - 8/31/20) Community Development Block Grant (CDBG) Annual Action Plan and Public Process and amend the current 2018 CDBG Annual Action Plan based on recent information.

Report

Issue:

Whether the City should launch the PY 2019 CDBG Annual Action Plan public process and simultaneously amend the current PY 2018 Annual Action Plan to provide tenant assistance to displaced Angelus Hotel tenants?

Staff Contact:

Anna Schlecht, Community Service Programs Manager, Community Planning and Development Department (360-753-8183)

Presenter(s):

Anna Schlecht, Community Service Programs Manager.

Background and Analysis:

Tonight's Goal: There are two goals for this item. The first is to launch the public process for the Program Year (PY) 2019 (9/1/19 - 8/31/20) Community Development Block Grant (CDBG) Annual

Action Plan. The second is to amend the current PY 2018 to allocate approximately \$56,000 in CDBG loan payments from the former Angelus Hotel project to assist the 29 tenant households that will most likely be displaced by the new owner's major renovation project.

#1 PY 2019 Annual Action Plan Launch: the General Government Committee met several times in early 2019 to develop the attached recommendations for CDBG funding. These recommendations maintain a balanced investment in our downtown by providing capital dollars for public facility improvements: Salvation Army Day Center and the Interfaith Works shelter; street outreach to homeless and mentally ill citizens; business training and downtown safety loans. These recommendations are outlined in the attached, "Community Development Block Grant 2019 Action Plan - Citizen Summary."

#2 PY 2018 Substantial Amendment: Since the General Government Committee finalized their recommendations, City staff learned that the Angelus Hotel was sold, which will generate nearly \$56,000 in CDBG program income from a prior year loan. Unfortunately, the City was also notified that the new owner plans a major renovation project that will most likely displace all 29 low income households. In order to prevent potential homelessness, City staff recommend the creation of a limited scope Tenant Assistance program, to be operated in partnership with a local rental assistance provider and funded with the estimated \$56,000 in CDBG loan repayments. This recommended program is described in greater detail in the attached, "Assistance for Displaced Tenants in CDBG-funded Properties." This recommendation is considered a "Substantial Amendment" by HUD regulations and must go through a public process that can run concurrently with the 2019 Annual Action Plan.

CDBG Program Purpose: The CDBG Program was created as a "bundled" federal program intended to aid the development of viable urban communities, by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. Regulations for the CDBG Program are contained in 24 CFR 570.

Prior Discussions: This is the first Council discussion on the CDBG PY 2019 Annual Action Plan. General Government discussed recommendations at their January 23 and February 26 meetings. Options for alignment of the CDBG Program and the Home Fund have been addressed at numerous meetings during calendar years 2017 and 2018. This is the first Council discussion of the proposed Substantial Amendment to create an "Assistance for Displaced Tenants in CDBG-Funded Properties" program. General Government has also not discussed the proposed amendment.

CDBG Public Process: The public process for the PY 2019 CDBG Annual Action Plan is presented in the attached chart, "Olympia CDBG Program - Annual Cycle," and is summarized as follows:

January 23, 2019	General Government Committee review of PY 2019 options
February 26	General Government Committee developed recommendation
May 7	Council launch of the CDBG Citizen Participation Process
May 8 - June 8	30 Day CDBG Citizen Participation Process
June 4	Council's Public Hearing - PY 2019 CDBG Annual Action Plan
June 18	Council review and approval of draft PY 2018 Annual Action Plan
July 15	Submission of PY 2019 Annual Action Plan to HUD
September 1	Start of PY 2019 CDBG & potential alignment with Olympia Home Fund

The coming PY 2019 will be the second year of the next Five-Year (2018 - 2022) CDBG Consolidated Plan, also referred to as the CDBG Five-Year Strategic Plan.

Five-Year Strategies for CDBG Program: The attached “CDBG Program Five-Year Strategies - Overview” identifies the key strategies selected by Council for investing CDBG funds during the five years between 2018 - 2022. This plan identifies housing as a key strategy, which could potentially align with Home Fund priorities. There is also a need for additional funding for the Salvation Army Day Center project, which received \$300,000 in the PY 2018. Beyond that, there are other activities that have been funded on an annual basis, including the Downtown Ambassador Program, Business Training and the Downtown Safety Program. Staff is seeking initial guidance on Committee priorities to pursue in PY 2019.

Alignment with Home Fund: Throughout the planning of the Home Fund, Council expressed interest in using those funds to leverage other monies including CDBG funds. At this time, the Home Fund is in the midst of a Request for Proposals process. More information on options for alignment will be made available once the Home Fund Review Committee develops recommended allocations.

Neighborhood/Community Interests:

All neighborhoods and community stakeholders have an interest in how federal CDBG funds are invested in community development programs and projects.

Options:

1. Launch the public process for both the Program Year 2019 (PY 2019: 9/1/19 - 8/31/20) Community Development Block Grant (CDBG) Action Plan and amend the current 2018 CDBG Annual Action Plan’
2. Delay the launch of the public process for both the Program Year 2019 (PY 2019: 9/1/19 - 8/31/20) Community Development Block Grant (CDBG) Action Plan and the Substantial Amendment of PY 2018 (9/1/18 - 8/31/19) and direct staff to provide additional information for future consideration.

Financial Impact:

PY 2019 Financial Impact: (September 1, 2019 - August 31, 2020) Annual Action Plan will guide the investment of an estimated \$450,000. This estimate includes \$368,906 in confirmed new PY 2019 CDBG funds along with \$81,094 in CDBG Program Income. This estimate will be updated with the actual CDBG annual entitlement along with revised estimates of program income by Spring. At that time, staff can provide the most current estimates of Olympia Home Funds that could potentially be allocated in conjunction with CDBG funds.

PY 2018 Substantial Amendment Impact: A Substantial Amendment to the current PY 2018 would allocate approximately \$56,000 in CDBG loan repayments from the Angelus Hotel Project to provide tenant assistance for displaced tenants.

Attachments:

CDBG 2019 Action Plan - Citizen Summary
Assistance for Displaced Tenants in CDBG-funded Properties
Olympia CDBG Program Annual Cycle

CDBG Five-Year Strategies - Overview



Community Development Block Grant Program 2019 Action Plan



Proposed: \$125,000 - Day Center Project in PY 2019. Funds will supplement the original \$300,000 allocation from PY 2018. These funds will expand the proposed Day Center & Shelter capacity by providing gender-neutral bathrooms and showers. The goal is to create 24/7 accommodations for up to 120 single adult houseless citizens.



Olympia City Council

- Cheryl Selby, Mayor
- Jessica Bateman, Mayor Pro Tem
- Clark Gilman, Councilmember
- Jim Cooper, Councilmember
- Lisa Parshley, Councilmember
- Nathaniel Jones, Councilmember
- Renata Rollins, Councilmember

Community Planning & Development Staff

- Keith Stahley, Director
- Leonard Bauer, Deputy Director
- Cary Retlin, Home Fund Manager
- Anna Schlecht, Community Service Program Manager
- Jessica Pollett, CDBG Program Assistant



DRAFT

Citizen Summary

olympiawa.gov/CDBG

Program Year 2019 Community Development Block Grant Annual Action Plan

OVERVIEW

The federal Community Development Block Grant (CDBG) Program, administered by the Department of Housing and Urban Development (HUD), is a flexible program intended to develop viable urban communities by providing: 1) decent housing; 2) a suitable living environment; and 3) expanding economic opportunities, principally for low- and moderate income people.

STRATEGIC GOALS

This “Citizen’s Summary” provides key information from the full Program Year (PY) 2019 CDBG Annual Action Plan, which is based on the City’s CDBG Consolidated Plan identified three of the Consolidated Plan’s Five strategic goals for this program year:

#3- Public Facilities (Day Center & Shelter Sewer projects)

#2 - Economic Development (Business Training Assistance & Downtown Safety Loans); and,

#4 - Social Services (Street Outreach)

PROPOSED CDBG-FUNDED ACTIVITIES

The following activities will receive funding during the PY 2018 Program Year:

\$ 125,000*	Public Facilities - Day Center - Salvation Army
\$ 80,000*	Public Facilities - Shelter Sewer - Interfaith Works / 1 st Christian Church
\$ 20,000*	Micro-Enterprise Assistance - Micro-Business Training & Technical Assistance
\$ 30,000*	Economic Development - Small Business Training and Technical Assistance
\$ 50,000*	Economic Development - Downtown Lighting Safety Loans
\$ 55,000*	Downtown Ambassador Program - Street Outreach
\$ 90,000	Program Administration - <i>Required</i>
\$ 450,000	TOTAL PROPOSED PY 2019 CDBG FUNDING

* Includes estimated 10% “Activity Delivery Costs” (ADC) necessary for managing these programs



ANTICIPATED RESOURCES

The City anticipates the following financial resources:

\$368,906	New CDBG entitlement funds will be allocated to Olympia for PY 2019
\$81,094	Anticipated Program Income <i>(Reduced from prior estimates)</i>
\$450,000	Total anticipated resources for the PY 2018 CDBG Program

OTHER RESOURCES

In calendar year 2019, the City of Olympia also allocated \$95,850 from the general fund to address emergency shelter, transitional housing, daycare, homeless outreach, and other anti-poverty programs through the **Community Investment Program (CIP)** in partnership with the cities of Lacey and Tumwater and Thurston County.

Federal Regulatory Caps on CDBG Expenditures

The federal CDBG Program operates with a number of regulatory caps intended to balance the use of funds. Following is a listing of the key regulatory caps affecting the Olympia CDBG Program:

SOCIAL SERVICES CAP

Federal CDBG regulations require a 15% cap on social services spending, calculated by adding the prior program year's actual program income received to the current program year's grant award. For PY 2019 the following calculation summarizes social services spending:

\$450,000	Total CDBG funds for Social Service cap calculation <i>\$368,906 new money + \$89,000 estimated last year (this current year) Program Income = Total potential 15% maximum available for social service allocations = \$68,686</i>
\$55,000	\$55,000 - Actual Social Service proposed - Downtown Ambassador Program

ADMINISTRATIVE COSTS CAP

CDBG regulations provide for up to 20% general administrative costs. Following is a breakdown of these recommended categories of expenditures:

\$450,000	Total CDBG funds for Social Service cap calculation
\$90,000	<i>General Administration (20% maximum of \$368,906 in new funds and estimated \$81,094 in PY 2019 Program Income) available for running CDBG Program)</i>

GEOGRAPHIC DISTRIBUTION & BENEFICIARIES

The PY 2019 projects will predominantly be located in or near the downtown urban hub. Beneficiaries will be 100% low- to moderate-incomes (LMI). All projects benefiting geographical areas will be located in designated low- to moderate-income areas.

70% BENEFIT – LOW/MODERATE INCOME PEOPLE

CDBG is intended to primarily benefit low- and moderate-income people, defined as people with incomes less than 80% of Thurston County's median family income. This includes people who are presumed eligible because they are severely disabled, homeless, along with others. This 70% benefit ratio is determined over the City's three-year certification period.

PROPOSED PY 2019 PROJECTS

Following is a breakdown of all proposed projects, recipients, HUD defined goals and objectives and the actual proposed funding amount by activity:

Recipient	Project	Outcomes	HUD Goal(s)	HUD Objectives	Proposed Funding
Salvation Army	Day Center & Shelter	Expanded 24/7 Accommodations	Public Facilities	LMC – Low/Moderate Income – Limited Clientele	\$125,000
1st Christian Church/Interfaith Works Shelter	Shelter Sewer Repairs	Shelter Capacity Retained	Public Facilities	LMC – Low/Moderate Income – Limited Clientele	\$80,000
Enterprise for Equity	Micro Business Training & Technical Assistance	Assistance for up to 10 businesses with fewer than 4 employees	Micro Enterprise	LMC – Low/Moderate Income	\$20,000
Thurston Economic Development Council	Small Business Training & Technical Assistance	Assistance for up to 40 businesses with more than 4 employees	Economic Development	LMJ – Low/Moderate Income Jobs	\$30,000
Multiple Recipients	Downtown Lighting Safety Project	Safety lighting enhancements in key downtown areas	Economic Development	LMJ – Low/Moderate Income Jobs	\$50,000
City of Olympia	Olympia Downtown Ambassadors	Outreach for up to 150 street dependent people daily	Public Services	LMC – Low/Moderate Income – Limited Clientele	\$55,000
City of Olympia	Program Administration	Planning & administrative for a compliant CBDG Program	N/A	N/A	\$90,000
		TOTAL	PY 2019	ALLOCATIONS	\$450,000

PUBLIC COMMENT

The 30 Day public comment period runs from **May 8 - June 8, 2019**, offering the following options:

- **Written comments:** Olympia City Council, 601 4th Ave E, Olympia, WA 98501
- **Emails:** cdbg@ci.olympia.wa.us,
- **Phone calls:** City Council at 360-753-8244
- **Public hearing:** 7:00 p.m., Tuesday, June 4 at Olympia City Hall.

For more information:

M. Anna Schlecht, Community Development Block Grant Program Manager
aschlech@ci.olympia.wa.us | 360.753.8183



City of Olympia – Community Development Block Grant Program

Assistance for Displaced Tenants in CDBG-funded Properties

Overview: Staff recommend a *Substantial Amendment* to the current Program Year 2018 (9/1/18 – 8/31/19) CDBG Annual Action Plan to provide limited scope relocation assistance to households displaced from CDBG-assisted properties.

Property Sale Displaces Tenants: City staff recently learned that the Angelus Hotel (204 4th Avenue West in downtown Olympia) was sold to a new owner. This property has several commercial tenants on the first floor along with 29 residential units on the upper floors. The current rent structure has offered very low cost housing for years and it is anticipated that all occupants are very low income. Unfortunately, the City was also notified that the new owner plans a major renovation project that will most likely displace all 29 households. The property sale will generate nearly \$56,000 in CDBG program income from a prior year CDBG loan that funded the installation of a fire sprinkler system for the residential units only.

Homeless Prevention: In order to prevent potential homelessness, City staff recommend the creation of a limited scope Tenant Assistance program, to be operated in partnership with a local rental assistance provider and funded with the estimated \$56,000 in CDBG loan repayments.

Proposed Substantial Amendment: HUD requires a public process for any changes to an Annual Action Plan that involve one or more of the following:

- 1) New activity (not part of the original Annual Action Plan)
- 2) Change in location or address of activity
- 3) Increase in funding of more than 20% of the original project or program year budget.

This proposed change meets the first two of these criteria and so must be put out for community review through our “**CDBG Citizen Participation Plan**” with 30 days for public comment. This public process can run concurrent to the Program Year 2019 public process.

CDBG Eligibility: Assistance for displaced tenants is eligible for CDBG funding under a number of different categories, including:

Subsistence Payments: One time or short-term (no more than three months) emergency payments on behalf of individuals or families, generally for the purpose of preventing homelessness. **HUD Code 05Q**

Voluntary Relocation: Relocation payments and other forms of assistance for permanently or temporarily displaced individuals, families, businesses, non-profit organizations or farms. Please note: this activity would be defined as “Voluntary Relocation” meaning it is an optional relocation payment not subject to the federal Uniform Relocation Act (URA). **HUD Code 08**

Program Design: Staff recommend that Council allocate funds for a tenant assistance program to be run by a qualified sub-recipient. Assistance would be limited to displaced tenants of CDBG-funded properties. The program would be funded by the estimated \$56,000 in CDBG program income generated by the sale of the property. Assistance would be made available in the form of cash payments for relocation, limited to low and moderate income tenants of the subject property. Staff have made informal inquiries to service providers who currently administer rental assistance in order to identify a potential sub-recipient to administer rental assistance to the displaced tenants. Screening of tenant eligibility and processing of assistance payments would be managed by the sub-recipient. This contract would be subject to all applicable CDBG regulations.



Subject Property: ANGELUS HOTEL

Location: 204 4th Avenue West, Olympia

Description: Three story mixed-use building

Year of Construction: 1896

First floor: 5 commercial occupancies, including Cascadia Bar & Grill.

Upper two floors: 29 low-cost apartments

CDBG Loan: \$75,000 in 2013 for Fire Sprinkler in residential units only

CDBG Loan Balance: Approximately \$56,000

For More Information:

ANNA SCHLECHT

City of Olympia CDBG Program Manager

aschlech@ci.olympia.wa.us | (360) 753-8181

OLYMPIA CDBG PROGRAM – ANNUAL CYCLE

PROGRAM YEAR ENDS

PROGRAM YEAR STARTS

SUBMIT ANNUAL ACTION PLAN 7/15/19

AUG 31

SEP 1

PREPARE ANNUAL REPORT (CAPER)

APPROVE ANNUAL ACTION PLAN: JUNE – JULY 2019

JUL

OCT

ANNUAL REPORT (CAPER) PUBLIC HEARING

ANNUAL ACTION PLAN PUBLIC HEARING JUNE 2019

JUN

NOV

SUBMIT ANNUAL REPORT (CAPER)

RELEASE DRAFT ANNUAL ACTION PLAN & PUBLIC COMMENT PERIOD MAY – JUNE 2019

MAY

DEC

LAUNCH PUBLIC PROCESS – Confirm Council Direction for PY 2019 Goals May 7th

APR

JAN

MAR

FEB

MAR

COUNCIL COMMITTEE GUIDANCE:

- Review 5-Year Plan Strategies
- Determine Public Process
- Provide Guidance to Staff

CITY OF OLYMPIA COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

ANNUAL MILESTONES

- COUNCIL ACTION
- PUBLIC PROCESS
- COMPLIANCE

CDBG Program *Five-Year Strategies* - **OVERVIEW**

(Taken from the CDBG Consolidated Plan 2018 – 2022)



- **Housing - PRIORITY**
- **Land Acquisition – PRIORITY**
 - ✦ *(As it supports housing)*
- **Economic Development**
 - ✦ *Business Training*
 - ✦ *Downtown Safety Projects*
- **Public Facilities**
 - ✦ *Community centers*
 - ✦ *Public Infrastructure*
- **Social Services**
 - * *Downtown Ambassador Program*
 - * *Day Center Staffing*



HOUSING: Billy Frank Jr. Place: City discounted land for 43 new homes for formerly homeless people. CDBG Funds could leverage Home Fund dollars on housing projects