



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, June 20, 2017

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION - None

3. PUBLIC COMMUNICATION

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

During this portion of the meeting, citizens may address the 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 [17-0671](#) Approval of June 13, 2017 City Council Meeting Minutes

Attachments: [Minutes](#)

4.B [17-0523](#) Approval of Resolution Setting a Public Hearing Date to Consider a Vacation Petition for an Alley Right-of-Way Located in Church's Subdivision

Attachments: [Resolution](#)
[Petition Packet](#)
[Vicinity Map](#)

[Proposed Development Site Plan](#)

- 4.C [17-0672](#) Bills and Payroll Certification
Attachments: [Bills and Payroll](#)
- 4.D [17-0612](#) Final Determination of Bidder Non-Responsibility and Approval of Bid Award for the Ensign Road Lift Station Generator Project
Attachments: [Bidder Notification Letter](#)
[Bid Summary](#)
[Vicinity Map](#)
- 4.E [17-0666](#) Approval of a Resolution Authorizing Contribution towards Lincoln Elementary Playground Equipment
Attachments: [Resolution](#)
- 4.F [17-0665](#) Approval of Request for Reconveyance for Property located at 1413 Dickenson Avenue NW
Attachments: [Resolution](#)
[Reconveyance with Promissory Note and Deed of Trust](#)
- 4.G [17-0657](#) Approval of Purchase of a Conservation Easement over Real Estate Owned by the Olympia Coalition of Ecosystem Preservation
Attachments: [Resolution](#)
[Purchase and Sale Agreement](#)
[Grant Deed](#)

4. SECOND READINGS

- 4.H [17-0604](#) Approval of Ordinance Amending Olympia Municipal Code Section 9.40.095, Graffiti
Attachments: [Ordinance](#)
- 4.I [17-0605](#) Approval of Ordinance Amending the Impact Fees Ordinance to be Consistent with State Law
Attachments: [Ordinance](#)
- 4.J [17-0615](#) Approval of Amendment to Ordinance 7070 (Operating Budget)
Attachments: [Ordinance](#)
- 4.K [17-0616](#) Approval of Amendment to Ordinance 7071 (Capital Budget)
Attachments: [Ordinance](#)
- 4.L [17-0617](#) Approval of Amendment to Ordinance 7058 (Special Funds)
Attachments: [Ordinance](#)

4. FIRST READINGS - None**5. PUBLIC HEARING**

- 5.A** [17-0650](#) Public Hearing on the Program Year 2017 Community Development Block Grant Annual Action Plan.

Attachments: [Draft Citizen Summary](#)
 [CDBG Annual Cycle](#)
 [CDBG Regulations](#)

6. OTHER BUSINESS - None**7. CONTINUED PUBLIC COMMUNICATION**

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

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

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the Council's 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 Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Approval of June 13, 2017 City Council Meeting Minutes

Agenda Date: 6/20/2017
Agenda Item Number: 4.A
File Number: 17-0671

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

Title

Approval of June 13, 2017 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, June 13, 2017

7:00 PM

Council Chambers

1. ROLL CALL

Present: 5 - Mayor Pro Tem Nathaniel Jones, Councilmember Jessica Bateman, Councilmember Clark Gilman, Councilmember Julie Hankins and Councilmember Jeannine Roe

Excused: 2 - Mayor Cheryl Selby and Councilmember Jim Cooper

1.A ANNOUNCEMENTS

Mayor Pro Tem Jones noted the Council met earlier in an Executive Session.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION - None

3. PUBLIC COMMUNICATION

The following people spoke: Walt Bowen, Christine Hoffman, Tom Nogler, Franz Kilmerschultz, Karma Reynoldson, Edythe Hulet and Charles Shulan.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

Mayor Pro Tem Jones reviewed data from the recent poll regarding Housing and Public Safety.

4. CONSENT CALENDAR

Councilmembers discussed and asked clarifying questions regarding items 4.C and 4.D

4.A [17-0652](#) Approval of Jun 6, 2017 Study Session Meeting Minutes

The minutes were approved.

4.B [17-0653](#) Approval of June 6, 2017 City Council Meeting Minutes

The minutes were approved.

4.C [17-0471](#) Approval of Bid Award for the 2017 Pavement Preservation Project

The contract was approved.

- 4.D [17-0588](#) Approval of the Topics and Strategies for the 2017 Engineering Design and Development Standards (EDDS) Update

The decision was approved.

4. SECOND READINGS - None

4. FIRST READINGS

- 4.E [17-0604](#) Approval of Ordinance Amending Olympia Municipal Code Section 9.40.095, Graffiti

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

- 4.F [17-0605](#) Approval of Ordinance Amending the Impact Fees Ordinance to be Consistent with State Law

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

- 4.G [17-0615](#) Approval of Amendment to Ordinance 7070 (Operating Budget)

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

- 4.H [17-0616](#) Approval of Amendment to Ordinance 7071 (Capital Budget)

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

- 4.I [17-0617](#) Approval of Amendment to Ordinance 7058 (Special Funds)

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

Approval of the Consent Agenda

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

Aye: 5 - Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Gilman, Councilmember Hankins and Councilmember Roe

Excused: 2 - Mayor Selby and Councilmember Cooper

5. PUBLIC HEARING - None

6. OTHER BUSINESS - None**7. CONTINUED PUBLIC COMMUNICATION****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 the recent Request For Proposals related to an Arts, Culture and Heritage program for the City has ekucuted five proposals for review. He discussed the City Council retreat which occurred this past Saturday. Mr. Hall also highlighted high school and college graduations occurring throughout the community.

9. ADJOURNMENT

The meeting adjourned at 7:47p.m.



City Council

Approval of Resolution Setting a Public Hearing Date to Consider a Vacation Petition for an Alley Right-of-Way Located in Church's Subdivision

Agenda Date: 6/20/2017
Agenda Item Number: 4.B
File Number: 17-0523

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

Title

Approval of Resolution Setting a Public Hearing Date to Consider a Vacation Petition for an Alley Right-of-Way Located in Church's Subdivision

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution to schedule a Public Hearing on July 25, 2017, to hear public testimony regarding the vacation petition of an alley right-of-way in Church's Subdivision.

Report

Issue:

Whether to schedule a public hearing on July 25, 2017, to hear public testimony regarding the vacation petition.

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The property owner, Mathew Solomon, is considering developing his property adjacent to the east-west alley in Block 4 of Church's Subdivision. The alley is near the intersection of Fairview Ave SE and 16th Ave SE. He has asked the City to start the vacation process of the alley adjacent to his property as a part of the development plan.

Under state law, RCW 35.79.010, the Council is required to adopt a resolution to set the public hearing date prior to acting on a right-of-way vacation petition.

Neighborhood/Community Interests (if known):

The public hearing will provide an opportunity for Council to hear from the community on the requested vacation.

Options:

Option 1. Approve the resolution setting July 25, 2017 as the date for the Public Hearing. This is within the required timeline of the proposed resolution.

Option 2. Do not approve the resolution setting July 25, 2017 as the date for the Public Hearing. Staff will work with Council to set another Public Hearing date that meets the statutory requirements.

Financial Impact:

None

Attachments:

Resolution

Petition Packet

Vicinity Map

Proposed Development Site Plan

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF OLYMPIA, WASHINGTON, FIXING JULY 25, 2017 AS THE DATE FOR PUBLIC HEARING ON A PROPOSAL TO VACATE AS A PUBLIC THOROUGHFARE AN EAST-WEST ALLEY RIGHT-OF-WAY LOCATED IN BLOCK 4 OF CHURCH'S SUBDIVISION.

WHEREAS, under state statute RCW 35.79.010, the City Council is required to adopt a resolution which sets a public hearing date for the consideration of a right-of-way vacation request; and

WHEREAS, the City Council of the City of Olympia has determined that a public hearing should be held regarding the proposal to vacate a public alley in Block 4 of Church's Subdivision; and

WHEREAS, one of the purposes of this Resolution is to provide notice to residents and neighbors of the proposed street vacation;

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

Section 1. The City Council, pursuant to RCW 35.79.010, hereby initiates procedures to vacate as a public thoroughfare the following described property:

The east-west, 20 foot wide, alley in Block 4 of Church's Subdivision, Block 26, Ayers Addition to Olympia as recorded un Volume 4 of Plats, Page 21, Thurston County, Washington.

Section 2. July 25, 2017, at the hour of 7:00 p.m. or thereafter, at the Olympia City Hall Council Chambers, 601 4th Avenue E, Olympia, Washington, is fixed as the time and place for the hearing on said proposed alley vacation, such time shall not be more than sixty days nor less than twenty days after the passage of this Resolution.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Nienaber

DEPUTY CITY ATTORNEY



Petition to Vacate Public Right-of-Way

RECEIVED
APR 28 2017

OFFICIAL USE ONLY 17-1672			
Applicant: Matthew Solomon	Address:		
Phone:	File#: 17-1672	Receipt #: EN17-00081	Date: 4/28/2017

COMMUNITY PLANNING AND DEVELOPMENT DEPT

HONORABLE MAYOR AND CITY COUNCIL:

We, the undersigned, do hereby petition the Olympia City Council to vacate the following described public right-of-way:

LEGAL DESCRIPTION OF AFFECTED RIGHT-OF-WAY:
THE EAST-WEST, 20 FOOT WIDE, ALLEY IN BLOCK 4 OF CHURCH'S SUBDIVISION, BLOCK 26, AYERS ADDITION TO OLYMPIA AS RECORDED IN VOLUME 4 OF PLATS, PAGE 21.
Graphically Shown on Exhibit B

PURPOSE OF REQUEST AND STATEMENT OF PUBLIC BENEFIT: *
Request to vacate the alley in Block 4 of said subdivision. Vacating said alley will allow the owner of parcel 40700400101 to unify and develop said parcel that is currently separated by the alley. Vacating the alley will also allow the owner of 40700400101 to more easily develop a private access to said parcel due to the city trail abutting the entire east side of Block 4 and the terrain.

PETITIONERS*		
Owner's signature	Owner's Names	Parcel Number
	Matthew Solomon	40700400101
	Gary Bristow	40700401800
	Ines Angiono	40700401500
*Attach additional sheets as necessary		

I verify that each of the above signatures represents a legal and registered owner of the property abutting the above-described right-of-way.

Applicant's Signature

Date 4/27/2017

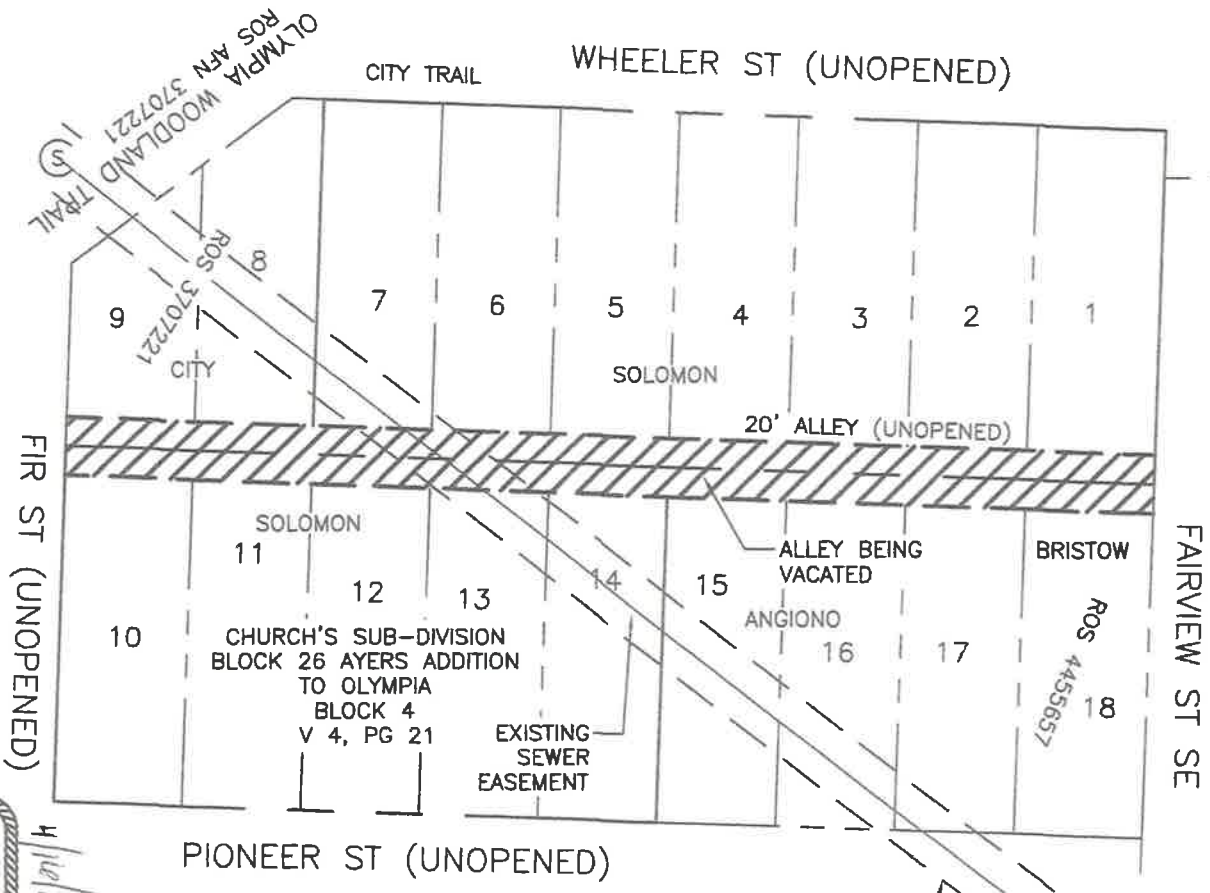
Exhibit A
Vacation Legal Description



THE EAST-WEST, 20 FOOT WIDE, ALLEY IN BLOCK 4 OF CHURCH'S SUBDIVISION,
BLOCK 26, AYERS ADDITION TO OLYMPIA AS RECORDED IN VOLUME 4 OF PLATS,
PAGE 21.



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APR 28 2017
COMMUNITY PLANNING
AND DEVELOPMENT DEPT.



MTN 2 COAST, LLC
PROFESSIONAL LAND SURVEYORS
OLYMPIA, WA
360.239.1497

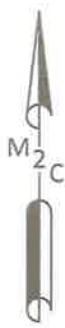
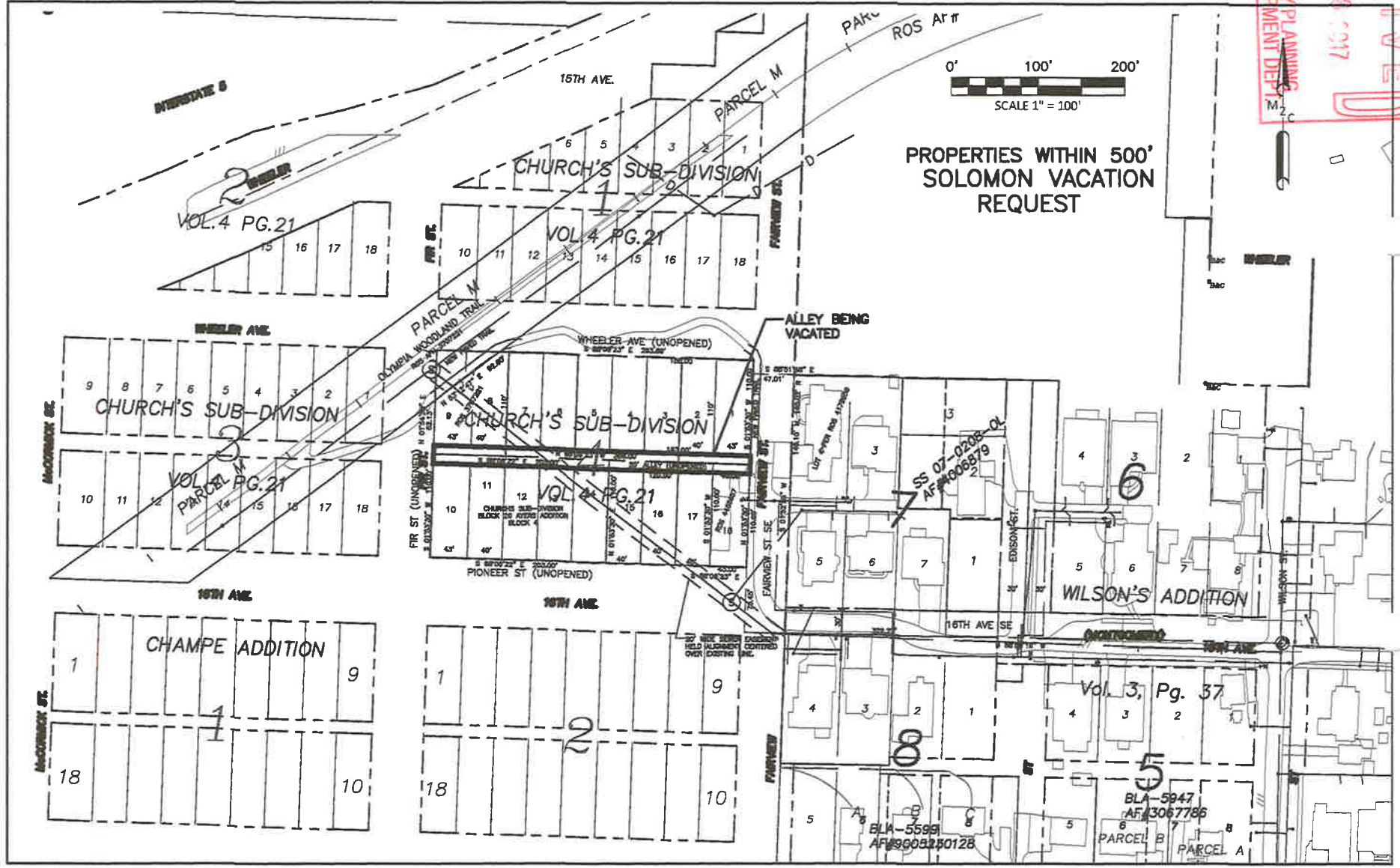


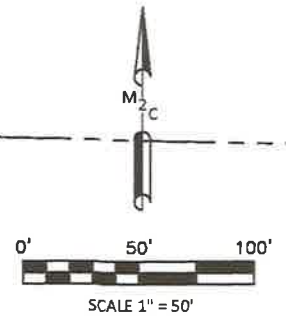
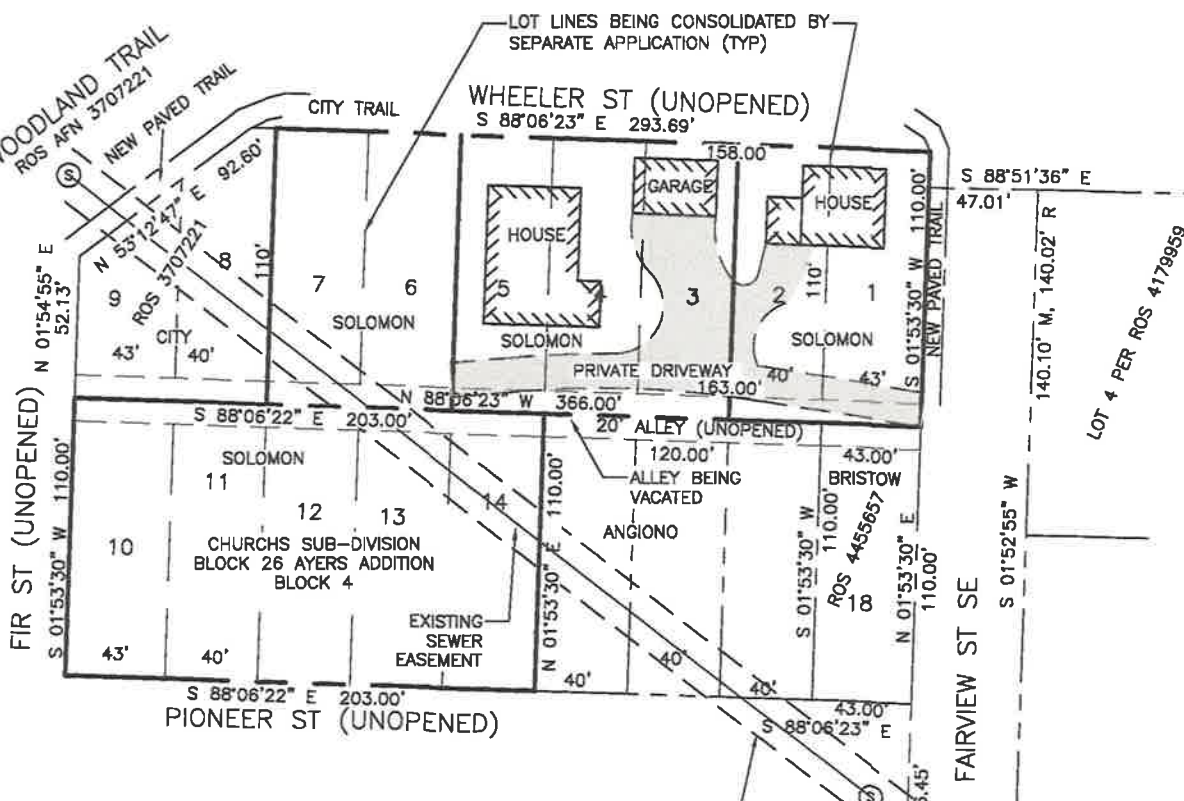
EXHIBIT B
ALLEY VACATION
JOB NUMBER 17-565
DATE 4/16/2017
SCALE 1"=60'



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 APR 28 2017
 COMMUNITY PLANNING
 AND DEVELOPMENT DEPT.



OLYMPIA WOODLAND TRAIL
ROS AFN 3707221



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COMMUNITY PLANNING
AND DEVELOPMENT DEPT.

MTN 2 COAST LLC
PROFESSIONAL LAND SURVEYORS
OLYMPIA, WA
360.239.1497

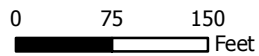
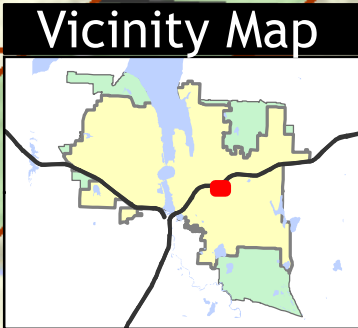
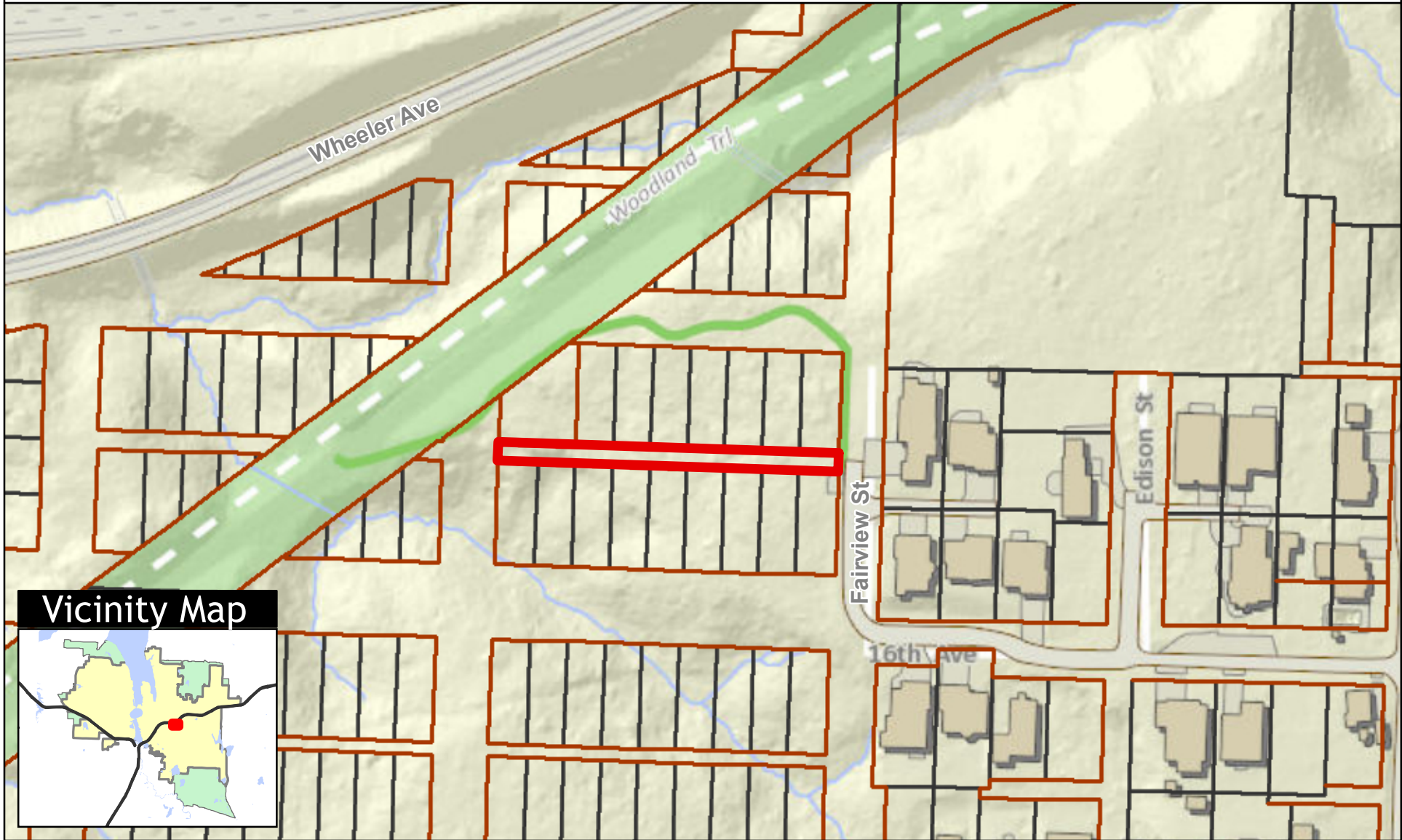
PROPOSED SITE PLAN FOR MATTHEW SOLOMON

DRAWN BY BEP	DATE 4/12/2017	JOB NUMBER 17-585
CHECKED BY SEP	SCALE 1"=50'	SHEET NUMBER SV 1
AUDITORS INDEX SW1/4 NE1/4, SEC 24, T18N, R2W, W.M.		



Proposed Solomon Vacation

17-1672



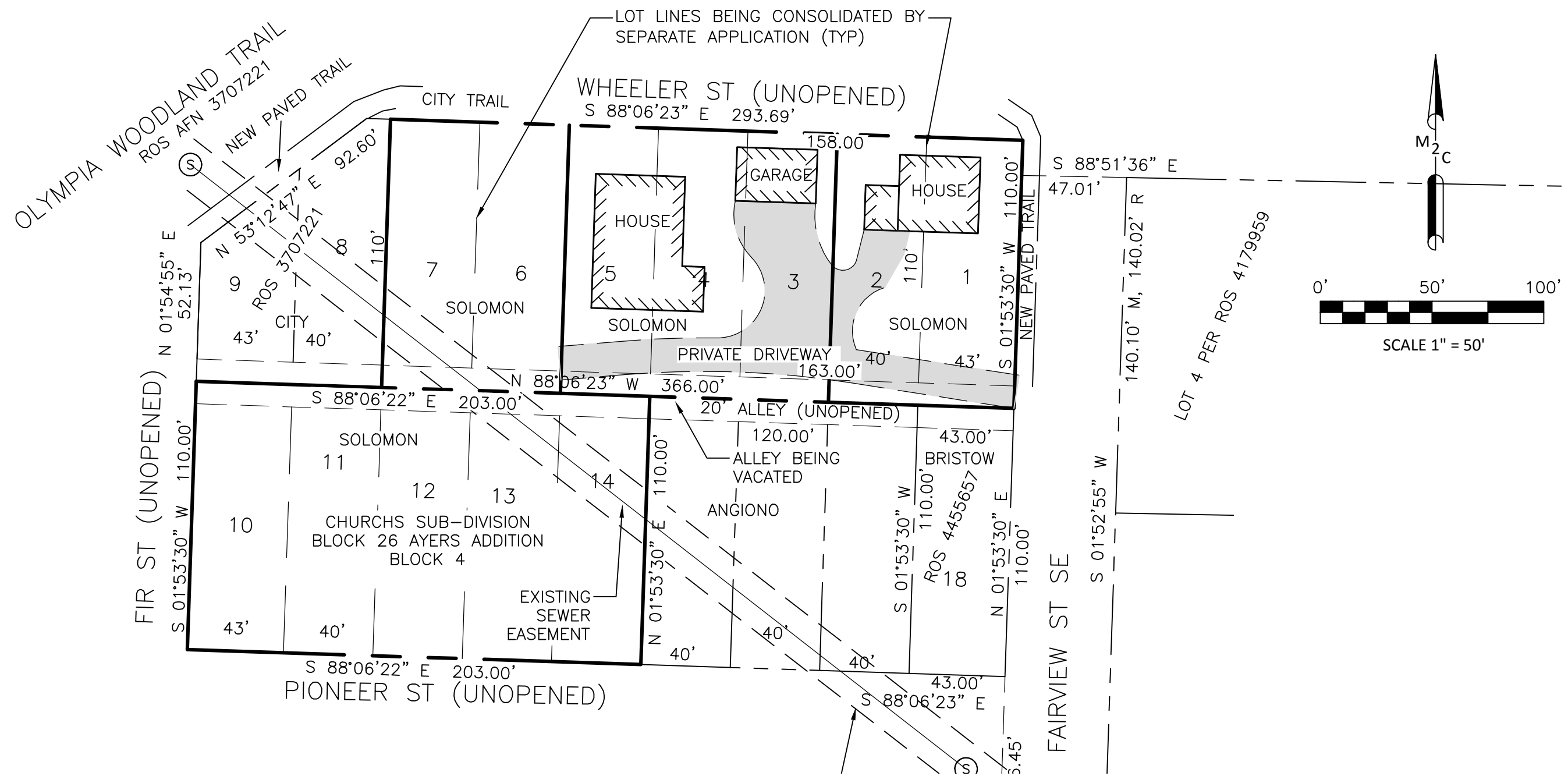
1 inch = 150 feet

Map printed 5/25/2017

For more information, please contact:
Ladd Cluff, City Surveyor
(360) 753-8389

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted 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.





MTN 2 COAST LLC
 PROFESSIONAL LAND SURVEYORS
 OLYMPIA, WA
 360.239.1497

**PROPOSED SITE PLAN FOR
 MATTHEW SOLOMON**

DRAWN BY BEP	DATE 4/12/2017	JOB NUMBER 17-585
CHECKED BY SEP	SCALE 1"=50'	SHEET NUMBER SV 1
AUDITORS INDEX SW1/4 NE1/4, SEC 24, T18N, R2W, W.M.		



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

City Council

Bills and Payroll Certification

Agenda Date: 6/20/2017
Agenda Item Number: 4.C
File Number: 17-0672

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

Title
Bills and Payroll Certification

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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

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

FOR PERIOD 5/7/2017 5/13/2017
 FOR A/P CHECK NUMBERS 3687128 THROUGH 3687293
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR *Deputy*

5/16/2017

[Signature]

TOTAL APPROVED FOR PAYMENT

	FUND	
\$107,799.60	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$2,992.59	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$4,090.83	006	
\$361.14	007	
\$15,483.29	014	
\$26,558.88	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$9,372.80	029	EQUIP & FACIL REPLACE RES
\$28,440.23	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$0.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$40.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$25,152.75	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$26,671.46	401	WATER
\$7,146.14	402	SEWER
\$0.00	403	SOLID WASTE
\$1,068.00	404	STORM AND SURFACE WATER
\$3,885.70	434	STORM AND SURFACE WATER CIP
\$12,987.90	461	WATER CIP FUND
\$14,022.50	462	SEWER CIP FUND
\$1,665.69	501	EQUIPMENT RENTAL
\$25,914.70	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$995.00	504	INS TRUST FUND
\$49.98	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	614	
\$7,533.06	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS

\$322,232.24 GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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FOR PERIOD 5/14/2017 5/20/2017
 FOR A/P CHECK NUMBERS 3687294 THROUGH 3687508
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

5/23/17

ADMINISTRATIVE SERVICES DIRECTOR

May Vetter

TOTAL APPROVED FOR PAYMENT

FUND		
\$807,971.19	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$27,817.55	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$206.34	006	
\$6,623.91	007	
\$938.00	014	
\$0.00	025	WASHINGTON CENTER
\$6,000.00	026	MUNICIPAL ARTS FUND
\$0.00	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$0.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$40.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$552,509.13	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
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\$26,540.46	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$8,032.18	401	WATER
\$107,625.31	402	SEWER
\$1,640.90	403	SOLID WASTE
\$1,877.96	404	STORM AND SURFACE WATER
\$61,824.36	418	
\$101,900.80	434	STORM AND SURFACE WATER CIP
\$0.00	461	WATER CIP FUND
\$0.00	462	SEWER CIP FUND
\$6,847.53	501	EQUIPMENT RENTAL
\$99,368.12	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$474.58	504	INS TRUST FUND
\$896.54	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	614	
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGMTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS

\$1,819,134.86 GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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

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

FOR PERIOD 5/21/2017 5/27/2017
FOR A/P CHECK NUMBERS 3687509 THROUGH 3687830
FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

5/30/17

Mary Vanner

TOTAL APPROVED FOR PAYMENT

FUND		
\$198,946.58	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$40,646.81	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$6,460.35	006	
\$41,174.49	007	
\$6,470.26	014	
\$1,407.80	025	WASHINGTON CENTER
\$44.85	026	MUNICIPAL ARTS FUND
\$48,465.41	029	EQUIP & FACIL REPLACE RES
\$22.30	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$376.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$49,640.27	230	LTGO Band Fund 2016
\$95,728.40	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$18,168.46	401	WATER
\$22,036.77	402	SEWER
\$335,978.09	403	SOLID WASTE
\$7,487.24	404	STORM AND SURFACE WATER
\$0.00	418	
\$1,064.35	434	STORM AND SURFACE WATER CIP
\$153,783.46	461	WATER CIP FUND
\$59.55	462	SEWER CIP FUND
\$15,240.16	501	EQUIPMENT RENTAL
\$65,849.10	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$36.00	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	614	
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS

\$1,109,086.70 GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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FOR PERIOD	<u>5/28/2017</u>		<u>6/3/2017</u>
FOR A/P CHECK NUMBERS	<u>3687831</u>	THROUGH	<u>3688054</u>
FOR ELECTRONIC PAYMENTS	<u></u>	THROUGH	<u></u>

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

6/6/17



TOTAL APPROVED FOR PAYMENT

	FUND	
\$859,312.91	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$16,620.95	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$17,877.00	006	
\$0.00	007	
\$6,772.20	014	
\$73.98	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$0.00	029	EQUIP & FACIL REPLACE RES
\$8,383.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$22.79	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$0.00	230	LTGO Band Fund 2016
\$3,220.69	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$38,629.11	401	WATER
\$11,139.15	402	SEWER
\$3,915.33	403	SOLID WASTE
\$9,602.03	404	STORM AND SURFACE WATER
\$0.00	418	
\$16,266.09	434	STORM AND SURFACE WATER CIP
\$280,185.12	461	WATER CIP FUND
\$0.00	462	SEWER CIP FUND
\$26,799.00	501	EQUIPMENT RENTAL
\$98,384.92	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$180.00	504	INS TRUST FUND
\$520.12	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	614	
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$97,340.00	720	SCHOOLS

\$1,495,244.39 GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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FOR PERIOD 6/4/2017 6/10/2017
 FOR A/P CHECK NUMBERS 3688055 THROUGH 3688261
 FOR ELECTRONIC PAYMENTS 5/1/2017 THROUGH 5/31/2017

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

6/13/17

M. Van Vleet

TOTAL APPROVED FOR PAYMENT

FUND		
\$940,435.47	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$8,486.22	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$344,585.74	006	
\$866.41	007	
\$10,096.88	014	
\$435.64	025	WASHINGTON CENTER
\$26,167.00	026	MUNICIPAL ARTS FUND
\$291.31	029	EQUIP & FACIL REPLACE RES
\$136,321.49	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$17,657.33	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$0.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$0.00	230	LTGO Band Fund 2016
\$9,120.03	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$109,882.25	401	WATER
\$977,337.42	402	SEWER
\$65,233.33	403	SOLID WASTE
\$7,553.83	404	STORM AND SURFACE WATER
\$0.00	418	
\$22,801.02	434	STORM AND SURFACE WATER CIP
\$44,773.50	461	WATER CIP FUND
\$692.98	462	SEWER CIP FUND
\$4,126.43	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$250.00	503	UNEMPLOYMENT COMPENSATION
\$3,256.39	504	INS TRUST FUND
\$0.00	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	614	
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS

\$2,730,370.67 GRAND TOTAL FOR WEEK

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **5/15/2017** have been examined and are approved as recommended for payment.

Employees Net Pay:	\$	<u>1,440,117.44</u>
Fire Pension Net Pay:	\$	<u>-</u>
Employer Share of Benefits:	\$	<u>724,954.30</u>
Employer Share of LEOFF I Police Post-Retirement Benefits:	\$	<u>-</u>
Employer Share of LEOFF I Fire Post-Retirement Benefits:	\$	<u>-</u>
TOTAL	\$	<u><u>2,165,071.74</u></u>

Payroll Check Numbers _____ Manual Checks
 And _____ Fire Pension Checks
 And _____ Manual Checks
 And 90266 90297 Semi Payroll Checks

and Direct Deposit transmission.

5/22/17
DATE

May Verner
ADMINISTRATIVE SERVICES DIRECTOR

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **5/31/2017** have been examined and are approved as recommended for payment.

Employees Net Pay:	<u>\$ 1,429,993.12</u>
Fire Pension Net Pay:	<u>\$ 28,941.59</u>
Employer Share of Benefits:	<u>\$ 718,708.18</u>
Employer Share of LEOFF I Police Post-Retirement Benefits:	<u>\$ 27,204.95</u>
Employer Share of LEOFF I Fire Post-Retirement Benefits:	<u>\$ 20,664.42</u>
TOTAL	<u><u>\$ 2,225,512.26</u></u>

Payroll Check Numbers	_____	_____	Manual Checks
And	<u>90298</u>	<u>90302</u>	Fire Pension Checks
And	_____	_____	Manual Checks
And	<u>90303</u>	<u>90326</u>	Semi Payroll Checks

and Direct Deposit transmission.

6/5/17
DATE

Mary Vener
ADMINISTRATIVE SERVICES DIRECTOR



City Council

Final Determination of Bidder Non-Responsibility and Approval of Bid Award for the Ensign Road Lift Station Generator Project

Agenda Date: 6/20/2017
Agenda Item Number: 4.D
File Number: 17-0612

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

Title

Final Determination of Bidder Non-Responsibility and Approval of Bid Award for the Ensign Road Lift Station Generator Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to issue final determination, confirming City staff's determination, of non-responsibility of Cherokee Construction Services LLC for failure to meet the criteria required in the bid documents, rejecting their bid for the Ensign Rd. Lift Station Generator Project.

Move to approve awarding the contract for the Ensign Rd. Lift Station Generator Project to the lowest responsive, responsible bidder, Waunch Construction and Trucking Company, Inc., in the amount of \$324,357.06,

Authorize the City Manager to execute all documents necessary to proceed with such determination and award.

Report

Issue:

Whether to issue final determination of non-responsibility of Cherokee Construction Services, LLC for failure to meet the supplemental bidder responsibility criteria required for award of the Ensign Rd. Lift Station Generator Project, and whether to award the contract to Waunch Construction and Trucking Company, Inc., as the lowest responsible, responsive bidder.

Staff Contact:

Jim Rioux, Project Manager, Public Works Technical Services, 360.753.8484

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Project Background

This lift station is located on Ensign Road north of the Martin Way intersection. It conveys wastewater from the Providence St. Peters Hospital Campus to the regional collection system.

The project will replace the backup generator and lift station electrical controls. Wastewater lift stations pose risks for spills that can have public and environmental health impacts. They must operate during power outages to prevent sewer overflows.

This lift station's emergency generator is the oldest in the City's system. In the event of a failure, parts needed to repair the generator may not be available.

Legal authority to require supplemental bidder responsibility criteria

RCW 39.04.350 allows municipalities to adopt supplemental criteria to determine whether a bidder is "responsible." These criteria ensure that the contractor has the skills and experience needed to build the project properly. This project requires the contractor to submit documentation that shows they completed two lift station projects for a municipality with a total value of no less than \$200,000 within the last eight years. Bidders that fail to meet this criteria are "non-responsible" and not eligible for award of the contract.

Process to find a bidder non-responsible

1. Staff makes a preliminary determination.
2. Contractors deemed to be non-responsible have two business days to appeal and may submit additional information for consideration.
3. Council issues a final determination.
4. The City notifies the bidder of the final determination. The City cannot execute the contract with the successful bidder for two business days to allow the bidder that was deemed non-responsible to seek relief in court.

Bids on this Project. The City received four bids (See Attachment 2 Bid Summary). The bid proposal from the lowest bidder (Cherokee Construction Services, LLC) failed to meet the supplemental bidder responsibility criteria. Staff made a preliminary determination of non-responsibility. The City notified Cherokee Construction Services, LLC in writing (See Attachment 3 Bidder Notification Letter). The City did not receive notification of intent to appeal from the firm.

The bid proposal from the second lowest bidder (Waunch Construction and Trucking, Inc.) meets all bidder responsibility criteria.

Neighborhood/Community Interests (if known):

This lift station serves the St. Peter's Hospital campus. Operation of this lift station is of high importance to the hospital and the surrounding businesses that are primarily involved in the provision of medical services. City staff will communicate with stakeholders about the construction project, schedule, and any impacts to traffic or City service.

Options:

1. Confirm City staff's determination of non-responsibility of Cherokee Construction Services, LLC for failure to meet the criteria required in the bid documents, rejecting their bid and awarding the contract for the Ensign Rd. Lift Station Generator Project to the lowest responsive, responsible bidder, Waunch Construction and Trucking Inc., in the amount of \$324,357.06. In addition, authorize the City Manager to execute all documents necessary to proceed with such determination and award.
2. Reject all bids and request that staff rebid the project with more lenient supplemental bidder responsibility criteria. Re-advertising and re-bidding a project typically results in increased bids and project costs. It would also result in a delay of construction.

Financial Impact:

This project is identified in the Capital Facilities Plan. Funding for the project comes from Wastewater Utility.

The low responsible and responsive bid of \$324,357.06 is 13 percent above the Engineer's estimate. There are sufficient funds in the budget to complete this project.

Overall project costs:

Total Low Bid:	\$ 324,357.06
Contingency to Award (10%):	\$ 32,435.71
Engineering: Design, Inspection, Consultants	\$ 177,000.00
Total Estimated Project Cost:	\$ 533,792.77
Available Project Funding:	\$ 576,000.00

Attachments:

Bidder Notification Letter
Bid Summary
Vicinity Map



**** BIDDER NOTIFICATION ****

**DETERMINATION THAT BIDDER
DOES NOT MEET RESPONSIBILITY CRITERIA**

May 22, 2017

Cherokee Construction Services, LLC
901 W Evergreen Blvd., Suite 150
Vancouver, WA 98660

Sent via: Fax: 360-694-9417
Email: Paul Herschell, Paul@cherokeeconstruction.biz

RE: Ensign Road Lift Station Generator, Project #1580Q Bid Proposal
Notification of Determination of Non-Responsibility

Dear Mr. Herschell:

This letter concerns the bid submitted by Cherokee Construction Services, LLC to the City of Olympia, Washington, for the above referenced project. Upon review of your proposal, City staff has determined that the information you submitted does not meet the following supplemental bidder responsibility criteria for this project:

- The contractor failed to meet Section 1-02.14, 9. A (a) Completion of Similar Projects. Contractor has insufficient experience in that, according to the information contractor submitted, Cherokee Construction Services, LLC has not successfully completed two (2) lift station upgrade construction contracts for a municipality with a total value of electrical work of no less than \$200,000 during the eight (8) year period immediately preceding the bid submittal deadline for this project. Instead, contractor submitted information that Cherokee Construction Services, LLC has completed installation of only \$134,000 of electrical work for one of the two projects submitted within the required timeframe.
- The contractor submitted additional information that also failed to meet Section 1-02.14, 9. A (a) Completion of Similar Projects. The projects are not of similar size and scope with none being lift station upgrade construction projects.

The City Council is scheduled to award the contract for this project at its meeting on June 20, 2017, at City Hall Council Chambers (First Floor), 601 4th Avenue East, Olympia, WA. In its report to Council, City staff will recommend formal rejection of your bid for failing to meet the responsibility criteria. **If you wish to submit additional, relevant information for consideration, please refer to the procedure found in Section 1-02.1(1) and Section 1-02.14 of the Project Special Provisions. Any**

appeal of this determination must be received by the City no later than 4:00 p.m. on May 24, 2017. Appeals must be clearly marked "APPEAL" and must be hand delivered to: City of Olympia, Attn: Tim Richardson, at City Hall, 601 4th Avenue East, Olympia, Washington. Alternatively the appeal can be emailed to Tim Richardson at trichard@ci.olympia.wa.us.

Sincerely,



Tim Richardson, P.E.

Senior Supervising Engineer

Public Works Engineering

ec: Fran Eide, P.E. City Engineer
Steve Sperr, P.E. Assistant City Engineer
Jim Rioux, Project Manager
Darren Nienaber, Deputy City Attorney



BID TABULATIONS

Project Name: Ensign Road Lift Station Generator
 Project No. : 1580Q
 Bid Opening Date: 4/26/2017

**OPINION OF PROBABLE
CONSTRUCTION COSTS**

<u>BID #1</u>	<u>BID #2</u>	<u>BID #3</u>	<u>BID #4</u>
Cherokee Construction Services, LLC 901 W Evergreen Blvd, Suite 150 Vancouver, WA 98660	Waunch Construction and Trucking Inc 11223 Littlerock Rd SW Olympia, WA 98512	Rognlin's, Inc. 321 W. State Street Aberdeen, WA 98520	NOVA Contracting, Inc. 10615 Delphi Road SW Olympia, WA 98512

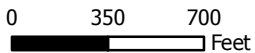
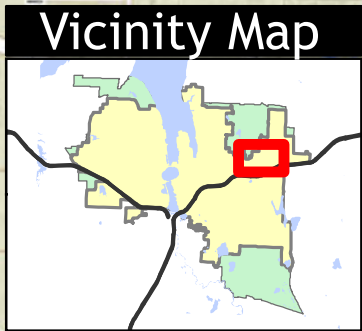
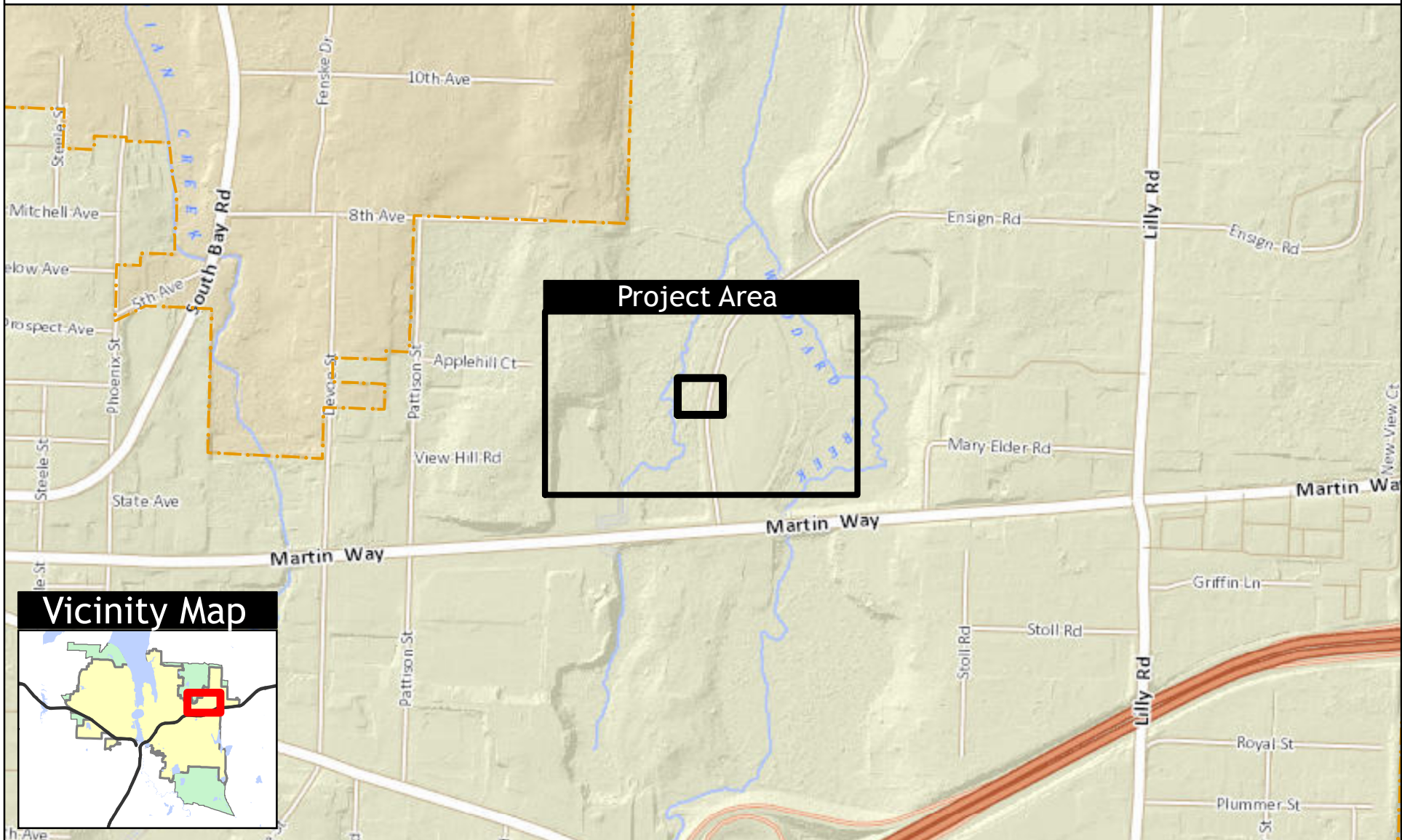
Item Number	Schedule Item	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	104-000	Minor Change	EST	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
2	105-000	Record Drawings (Min. Bid \$500.00)	LS	1	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
3	107-000	SPCC Plan	LS	1	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 600.00	\$ 600.00
4	109-000	Mobilization	LS	1	\$ 4,314.50	\$ 4,314.50	\$ 19,400.00	\$ 19,400.00	\$ 32,000.00	\$ 32,000.00	\$ 30,000.00	\$ 30,000.00	\$ 38,000.00	\$ 38,000.00
5	110-000	Project Temporary Traffic Control	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 700.00	\$ 700.00	\$ 3,000.00	\$ 3,000.00	\$ 6,500.00	\$ 6,500.00	\$ 12,000.00	\$ 12,000.00
6	202-000	Removal of Structures and Obstructions	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 6,800.00	\$ 6,800.00	\$ 16,500.00	\$ 16,500.00	\$ 15,000.00	\$ 15,000.00	\$ 28,500.00	\$ 28,500.00
7	202-030	Removal of Cement Concrete Pavement	SY	101	\$ 20.00	\$ 2,020.00	\$ 2.97	\$ 299.97	\$ 27.30	\$ 2,757.30	\$ 40.00	\$ 4,040.00	\$ 30.00	\$ 3,030.00
8	209-025	Shoring or Extra Excavation Class B	SF	175	\$ 10.00	\$ 1,750.00	\$ 1.14	\$ 199.50	\$ 30.00	\$ 5,250.00	\$ 12.00	\$ 2,100.00	\$ 4.00	\$ 700.00
9	404-000	Crushed Surfacing Top Course	TON	17	\$ 35.00	\$ 595.00	\$ 23.53	\$ 400.01	\$ 140.00	\$ 2,380.00	\$ 70.00	\$ 1,190.00	\$ 90.00	\$ 1,530.00
10	504-000	HMA Cl. 1/2 In. PG 64-22	TON	13	\$ 130.00	\$ 1,690.00	\$ 384.62	\$ 5,000.06	\$ 370.00	\$ 4,810.00	\$ 425.00	\$ 5,525.00	\$ 400.00	\$ 5,200.00
11	505-200	Cement Conc. Pad	SF	115	\$ 26.00	\$ 2,990.00	\$ 16.52	\$ 1,899.80	\$ 135.00	\$ 15,525.00	\$ 42.00	\$ 4,830.00	\$ 60.00	\$ 6,900.00
12	708-040	Temporary Bypass Pumping	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 10,400.00	\$ 10,400.00	\$ 3,500.00	\$ 3,500.00	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00
13	714-100	Yard Hydrant	EACH	1	\$ 700.00	\$ 700.00	\$ 2,400.00	\$ 2,400.00	\$ 1,700.00	\$ 1,700.00	\$ 3,000.00	\$ 3,000.00	\$ 2,400.00	\$ 2,400.00
14	720-300	Bypass Pumping Port	LS	1	\$ 11,000.00	\$ 11,000.00	\$ 18,400.00	\$ 18,400.00	\$ 13,500.00	\$ 13,500.00	\$ 18,000.00	\$ 18,000.00	\$ 4,000.00	\$ 4,000.00
15	801-015	Erosion/Water Pollution Control	LS	140	\$ 2.00	\$ 280.00	\$ 1,600.00	\$ 1,600.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 200.00	\$ 200.00
16	898-029	Equipment Shelter	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 8,100.00	\$ 8,100.00	\$ 6,700.00	\$ 6,700.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00
17	898-030	Electrical Power, Generator, Controls and Telemetry System	LS	1	\$ 215,000.00	\$ 215,000.00	\$ 203,000.00	\$ 203,000.00	\$ 178,000.00	\$ 178,000.00	\$ 175,000.00	\$ 175,000.00	\$ 221,000.00	\$ 221,000.00
SUB-TOTAL						\$ 263,339.50		\$ 289,799.34		\$ 298,122.30		\$ 309,185.00		\$ 358,560.00
Tax @ 8.8%						\$ 23,173.88		\$ 25,502.34		\$ 26,234.76		\$ 27,208.28		\$ 31,553.28
TOTAL BID						\$ 286,513.38		\$ 315,301.68		\$ 324,357.06		\$ 336,393.28		\$ 390,113.28

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



Ensign Road Lift Station

Project # 1580Q



1 inch = 700 feet

Map printed 12/1/2016
 For More Information, please contact:
 Ladd Cluff, City Surveyor

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

Approval of a Resolution Authorizing Contribution towards Lincoln Elementary Playground Equipment

Agenda Date: 6/20/2017
Agenda Item Number: 4.E
File Number: 17-0666

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

Title

Approval of a Resolution Authorizing Contribution towards Lincoln Elementary Playground Equipment

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve the resolution to contribute \$25,000 towards the Lincoln Elementary playground replacement project.

Report

Issue:

Whether to approve a resolution to contribute \$25,000 towards the project that recently replaced the playground equipment at Lincoln Elementary School.

Staff Contact:

Jonathon Turlove, Associate Director, Olympia Parks, Arts and Recreation, 360.753.8068

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Lincoln Elementary is located immediately adjacent to Stevens Field, an athletic-field oriented community park managed by Olympia Parks, Arts and Recreation. Unlike Olympia's other two athletic field complexes, Yauger Park and LBA Park, Stevens Field does not have its own playground. There is also not a nearby neighborhood park. As a result, the playground at Lincoln Elementary School is used significantly by Stevens Field users and other community members during non-school hours.

In 2016, the Olympia School District replaced the existing playground equipment at Lincoln Elementary School. In light of this playground's unique location immediately adjacent to a community park and the associated community use that this playground gets, the City proposes to contribute

\$25,000 towards this project. Contributing towards this playground rather than the City constructing its own playground would provide efficient public use of recreational facilities and minimize the duplication of maintenance responsibilities and expenditures.

Neighborhood/Community Interests (if known):

This contribution is consistent with some public input during the 2016 Parks Plan update requesting that the City contribute towards this project.

Options:

1. Move to approve the resolution to contribute \$25,000 towards the Lincoln Elementary playground project.
2. Do not move to approve the resolution to contribute \$25,000 towards the Lincoln Elementary playground project.

Financial Impact:

\$25,000. Leftover fund balance from the project to demolish the city-owned buildings on the Isthmus could be used for this project.

Attachments:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE OLYMPIA CITY COUNCIL AUTHORIZING A MONETARY CONTRIBUTION TO THE OLYMPIA SCHOOL DISTRICT'S LINCOLN ELEMENTARY SCHOOL PLAYGROUND EQUIPMENT REPLACEMENT PROJECT

WHEREAS, Lincoln Elementary School is located immediately adjacent to Stevens Field, an athletic field oriented community park managed by the Olympia Parks, Arts and Recreation Department; and

WHEREAS, unlike the City's other two athletic field complexes, Yauger Park and LBA Park, Stevens Field does not have its own playground and there is not a nearby neighborhood park; and

WHEREAS, the playground at Lincoln Elementary School is significantly utilized by Stevens Field users and other community users during non-school hours; and

WHEREAS, in 2016, the Olympia School District replaced the existing playground equipment at Lincoln Elementary School with equipment selected, installed and maintained by the District; and

WHEREAS, in light of the unique location of Lincoln Elementary School immediately adjacent to a community park and the use by Olympia's residents of the playground at Lincoln Elementary School; and

WHEREAS, the City proposes contributing \$25,000 to the Olympia School District to reimburse the District for a portion of the costs it has incurred in replacing playground equipment at Lincoln Elementary School, rather than the City constructing its own playground facility;

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

1. The Olympia City Council hereby approves and authorizes the contribution of \$25,000 to the Olympia School District towards the Lincoln Elementary School playground equipment replacement project.
2. That said contribution is consistent with the 2016 Parks Plan update to work cooperatively with the Olympia School District in the use of Lincoln Elementary School's playground facilities for the benefit of Olympia's residents.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



City Council

Approval of Request for Reconveyance for Property located at 1413 Dickenson Avenue NW

Agenda Date: 6/20/2017
Agenda Item Number: 4.F
File Number: 17-0665

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

Title

Approval of Request for Reconveyance for Property located at 1413 Dickenson Avenue NW

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Request for Reconveyance for the property located at 1413 Dickinson Avenue NW, and authorize the City Manager to execute the Request and all other documents necessary to cancel the Promissory Note dated October 4, 1996, between the City and Susan Fears Parish, and the Deed of Trust (Recording #3057915) securing the Promissory Note, and to make any minor modifications as may be required and are consistent with the intent of the Request for Reconveyance.

Report

Issue:

Whether to authorize the City Manager to execute the Request for Reconveyance for the property located at 1413 Dickinson Avenue NW, Olympia, WA.

Staff Contact:

Annaliese Harksen, Deputy City Attorney, Legal Department, 360.753.8003

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The City entered into a Promissory Note with the owner of property located at 1413 Dickinson Avenue NW on October 4, 1996 for a loan totaling \$24,000.00 under a Housing Rehabilitation Loan Program. This program allows Community Development Block Grant (CDBG) loans to be provided to qualifying individuals under terms that allow deferred payments and/or interest until such time as the person receiving the loan is no longer residing there or has sold or otherwise relinquished ownership of the property. A Deed of Trust was filed against the property in 1996 to secure the loan.

The owner lost the property in foreclosure and it was transferred to a new owner in 2010. At that time, the loan became due and has continued to accrue interest. In April 2017, the City sent a demand for payment of the loan, plus interest, in an amount totaling \$44,944.00. Interest continued to accrue daily. On June 5, 2017, First American Title (title insurer for the current owner) delivered a check to the City in the amount of \$45,336.00, in total payment of the loan. Pursuant to RCW 61.24.110, the City is required to reconvey the property once the loan is paid in full. According to Olympia Municipal Code 3.16.020, any conveyance of property must be authorized by the City Council.

Neighborhood/Community Interests (if known):

No neighborhood and/or community concerns.

Options:

Authorize the City Manager to sign the Request for Reconveyance and all other documents necessary to cancel the Promissory Note and Deed of Trust securing the Promissory Note and to make any minor modifications as may be required and are consistent with the intent of the Request for Reconveyance.

Financial Impact:

The City's CDBG program will receive the check for \$45,336.00.

Attachments:

Resolution

Reconveyance with Promissory Note and Deed of Trust

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING A REQUEST FOR RECONVEYANCE FOR 1413 DICKENSON AVENUE NW**

WHEREAS, the City of Olympia is the holder of a Promissory Note secured by Deed of Trust, recorded in Thurston County records under Auditor's File No. 3057915; and

WHEREAS, said Promissory Note, together with all other indebtedness secured by this Deed of Trust, have been paid in full to the City; and

WHEREAS, once an obligation has been fully satisfied, the trustee of record is required to cancel any Promissory Note and Deed of Trust, and to reconvey all of the estate held under such Deed of Trust to the person or persons legally entitled pursuant to RCW 61.24.110;

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

1. The Olympia City Council hereby approves the attached form of Request for Reconveyance for the property located at 1413 Dickinson Avenue NW, attached hereto and incorporated herein as Exhibit A, under the terms and conditions contained therein.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the attached Request for Reconveyance, and any other documents necessary to cancel said Promissory Note and Deed of Trust and to direct Thurston County Title Company to reconvey all the estate to the person or persons legally entitled thereto, and to make any minor modifications as may be required and are consistent with the intent of the attached Request for Reconveyance, or to correct any scrivener's errors found in such documents.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY



June 21, 2017

RE: **REQUEST FOR RECONVEYANCE**

Property Address: 1413 Dickinson Avenue NW, Olympia, Washington
LOT 8 IN BLOCK 1 OF SECOND RAILROAD ADDITION TO OLYMPIA, AS
RECORDED IN VOLUME 3 OF PLATS, PAGE 112, IN THURSTON COUNTY,
WASHINGTON.

To: Thurston County Title Company, Trustee:

The City of Olympia is the holder of the note secured by Deed of Trust recorded in Thurston County records under Auditor's File No. 3057915, copies attached. Said note, together with all other indebtedness secured by this Deed of Trust, have been paid to the City of Olympia in full. You are hereby directed to cancel said note and this Deed of Trust, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

CITY OF OLYMPIA

Steven R. Hall, City Manager

Date

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the ____ day of _____ 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Steven R. Hall, known to me to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and 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 _____

PROMISSORY NOTE

HOUSING REHABILITATION LOAN PROGRAM
DEFERRED PAYMENT LOAN

DATE 10/4/96 BORROWER Susan Fears Parrish ^{Parrish SP}
AMOUNT \$24,000.00 PROPERTY ADDRESS 1413 Dickinson Ave NW
LOAN # DPL 186 Olympia, WA 98501

FOR VALUE RECEIVED, the undersigned (herein called the BORROWER) jointly and severally promises to pay to the order of the City of Olympia (herein called the LENDER) the sum of Twenty-four Thousand and no/100 dollars (\$24,000.00), with no interest on the unpaid outstanding balance of this note. The principal of this note is payable in lawful money of the United States at the principal office of the City of Olympia, in Olympia, Washington, or at such other place as shall be designated by the LENDER in writing. Any indebtedness, if not sooner paid, shall be due and payable upon the sale or transfer of any interest of the undersigned in and to the real property, or any portion thereof, which has been conveyed in trust as security for the repayment of this Promissory Note, or upon the death of the undersigned, whichever shall occur first. If this obligation is the joint obligation of more than one person, than this Promissory Note shall become due and payable upon the sale of any interest of either of said persons in and to the real property conveyed as security for the repayment of this Promissory Note, or upon the death of said persons who shall die last, whichever shall first occur.

The BORROWER acknowledges that, if BORROWER shall no longer actually reside in and occupy the premises subject to and described in the Deed of Trust or Security Instrument, then the interest rate on the principal balance outstanding shall automatically increase to twelve percent (12%) per annum and the loan shall be payable in 240 equal monthly payments, without notice to BORROWER, at the option of LENDER.

The BORROWER reserves the right to prepay at any time all or any part of the principal amount of this note without payment of penalties or premiums. All payments on this note shall be applied first to the interest due on the note, and then to the principal due on the note.

In the event the BORROWER shall fail to pay the interest or principal amount of this note when due, the unpaid principal amount of this note, together with accrued interest shall become due and payable, at the option of the LENDER without notice to the BORROWER. Failure of the LENDER to exercise such option shall not constitute a waiver of such default.

This note is secured by a Deed of Trust or Security Instrument dated October 4, 1996, duly filed for record in the office of the Thurston County Auditor, Thurston County Administration Building, 2000 Lakeridge Drive SW, Olympia, WA 98502.

If suit is instituted by the LENDER to recover on this note, BORROWER agrees to pay all costs of such collection, including reasonable attorney's fees and court costs, and the BORROWER further agrees that venue and jurisdiction may be in Thurston County, Washington, at the holder's option. If this note is reduced to judgement, such judgement should bear an interest rate of twelve percent (12%) per annum or the statutory interest rate on judgments, whichever is greater.

Demand, protest and notice of demand and protest are hereby waived, and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this note.

Any notice to BORROWER provided for in this note shall be in writing and be given by mailing such notice by certified mail, return receipt request, addressed to BORROWER at the property address stated below, or to such other address as BORROWER may designate by notice in writing to the note holder. Any notice to the note holder shall be given by mailing such notice by certified mail, return receipt requested, to the note holder at the address stated below.

IN WITNESS WHEREOF, this note has been duly executed by the undersigned as of its date.

NOTE HOLDER

BORROWER(S)

City of Olympia
Lender

Susan Pansh AKA Susan Teas
Signature

P.O. Box 1967
Address

Signature

Olympia, WA 98507
City, State & Zip Code

1413 Dickinson Ave NW
Property Address

Olympia, wa 98502
City, State & Zip Code

7/89

COPY

DEED OF TRUST

THIS DEED OF TRUST is made this 4th day of October, 1996 among the Grantor Susan Fears Parrish, who assumed title as Susan A. Fears as her separate estate, (herein "Borrower"), Thurston County Title Company (herein "Trustee"), and the Beneficiary City of Olympia (herein "Lender").

BORROWER, in consideration of the indebtedness herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property, located in the County of Thurston, State of Washington:

Lot 8 in Block 1 of Second Railroad Addition to Olympia as recorded in Volume 3 of Plats, page 112

which has the address of 1413 Dickinson Avenue, Olympia, WA 98501 (herein "property address"); and

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil, and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust and all of the foregoing together with said property and herein referred to as the "Property";

This Deed of Trust is to secure to Lender the repayment of the indebtedness evidenced by Borrower's note dated October 4, 1996, (herein "note"), in the principal sum of \$24,000.00, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Agreement, and for the purpose of making the improvements described or referred to in the Case Summary form dated October 4, 1996, to or on the property, and for such other purpose, if any, described or referred to therein, which improvements are hereinafter collectively called "Improvements" and the performance of the covenants and agreements of borrower herein contained.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands.

COVENANTS. Borrower and Lender covenant and agree to as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on all indebtedness evidenced by the Note.
2. Commencement of Construction and Installation of Rehabilitation Improvements. Borrower shall commence construction and installation of rehabilitation improvements promptly, and in any event within sixty (60) days from the date of this instrument, and to complete same in accordance with any agreements relating to rehabilitation plans and specifications satisfactory to lender within three months of the date of this instrument or as soon as agreed upon by all parties; shall allow Lender to inspect said improvements at all times during construction and installation thereof; and shall not discontinue work on the rehabilitation of said residence for any reason, other than strikes, lock-outs, acts of God, fires, floods, or other similar catastrophes, riots, war or insurrection for a period of more than fifteen (15) days. Failure to comply with these provisions shall constitute a default, and upon default hereunder the entire indebtedness secured by this Deed of Trust shall be immediately due and payable, at the Lender's option. Lender, after due notice to the Borrower, is hereby authorized to:

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3057915
Page: 1 of 8
10/21/96 11:42A
Thurston Co, WA

- a. Enter upon the secured property and employ any watchmen to protect the improvements from depredation or injury and to preserve and protect such property;
 - b. Carry out any or all then existing contracts between the Borrower and other parties for the purpose of making any of the improvements;
 - c. Make and enter additional contracts and incur obligations for the purpose of completing the improvements pursuant to the obligations of the Borrower hereunder, either in the name of the Lender or the Borrower; and
 - d. Pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Lender, with interest thereon from the date of each such payments, at the rate contained in the Note, shall be payable by the Borrower to the Lender on demand, and shall be secured by this Deed of Trust.
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by the Lender first in payment of interest payable on the Note, then to the principal of the Note.
 4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, directly to the payee thereof. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against losses by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust and prior liens existing on the subject property.

The insurance carrier providing the insurance shall be chosen by Borrower. All premiums on insurance policies shall be paid by Borrower making payment when due directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of Lender. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to the Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized



to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

If under paragraph 1b hereof the Property is acquired by Lender, all right, title, and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property. Borrower shall keep the property in good repair and shall not commit waste or permit impairment or deterioration of the property.
7. Protection of Lender's Security. If Borrower fails to perform the covenant agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceeding involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, payment of Borrower's obligations under the real estate contract, disbursement of reasonable attorney's fees and entry upon the property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Lender to incur expense or take any action hereunder.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds to the sums secured by this Deed of Trust.

9. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.
10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a



waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

11. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently, or successively.
12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the right hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the property address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and this Deed of Trust at the time of execution or after recordation hereof.
15. Transfer of Property; Assumption. If all or any part of the property or an interest therein is sold or transferred, assigned, or conveyed, whether by deed, contract for other instrument, by Borrower without Lender's prior written consent, lender may, at Lender's option, declare all sums secured by this Deed of Trust to be immediately due and payable. The Lender may not unreasonably withhold such consent, if the transferee's credit-worthiness and income level would qualify the transferee to obtain the loan from Lender, under Lender's then current lending standards, unless required by federal law or regulations; provided, however, in any event, that such approval, if given, shall be subject to adjustment rate of commercial lenders for this type of loan. Borrower further agrees that if the interest rate is so adjusted, the repayment schedule for this loan, for principal and interest, shall be adjusted so as to provide for the full payment of principal and interest on the loan within twenty years of the transfer of the property. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 13, hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due. Said notice shall also serve as the thirty-day notice of acceleration set out in paragraph 16 below. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 16 hereof.

16. Acceleration Remedies. Except as provided in paragraph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender, prior to acceleration, shall give notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law specifying:



3057915
Page: 4 of 8
10/21/96 11:42A
Thurston Co, WA

- a. the breach;
- b. the action required to cure such breach;
- c. a date, not less than thirty (30) days from the date the notice is mailed to Borrower, by which such breach must be cured; and
- d. that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the property at public auction at a date not less than 120 days in the future.

The notice shall further inform Borrower of:

- a. the right to reinstate after acceleration;
- b. the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and foreclosure; and
- c. any other matters required to be included in such notice by applicable law.

If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to reasonable attorney's fees.

If the Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the lapse of such time as may be required by applicable law and after publication of the notice of sale, Trustee without demand on Borrower, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of the property for a period or periods not exceeding a total of 30 days by public announcement at the time and place in the notice of sale. Lender or Lender's designee may purchase the property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order:

- a. to all reasonable costs and expenses of the sale, including but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence;
- b. to all sums secured by this Deed of Trust; and
- c. the excess, if any, to the person or persons legally entitled thereto, or the clerk of the Superior Court of Thurston County or the superior court of the county in which the sale took place.

17. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, and except for a breach set forth in Paragraph 15, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of:
- a. the tenth day before the sale of the property pursuant to the power of sale contained in this Deed of Trust; or
 - b. the commencement of an action to foreclose this Deed of Trust, the Note, and notes securing future advances, if any, had no acceleration occurred;
 - c. Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust;
 - d. Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 16, hereof, including but not limited to, reasonable attorney's fees; and



e. Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligations to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by the Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. Assignment of Rents, Appointment of Receiver, Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the property, provided that Borrower shall, prior to acceleration under paragraphs 15 or 16 hereof or abandonment of the property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraphs 15 or 16 hereof or abandonment of the property, Lender, in person, by agent, or by judicially appointed receiver, shall be entitled to enter upon, take possession of, and manage the property and to collect the rents of the property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

19. Reconveyance. Upon payment of all sums secured by this Deed of Trust, reconvey the purchaser's contract rights to this property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Borrower. Lender shall reconvey the contract rights without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

20. Use of Property. The property is not used principally for agricultural or farming purposes.



3057915
Page: 6 of 8
10/21/96 11:42A
Thurston Co. WA

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS DEED OF TRUST.

BORROWER Susan Fears Parrish AKA Susan A. Fears

Address 1413 Dickinson Ave NW
Olympia, WA 98502

LENDER City of Olympia

Address P.O. Box 1967
Olympia, WA 98501

State of Washington)
) ss.
County of Thurston)

On this 4th day of October, 1996, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Susan Fears Parrish to me known to be the individual described in and who executed the foregoing Security Instrument, and acknowledged to me that she signed and sealed the said instrument as her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year above written.

Shirley Hopp
NOTARY PUBLIC in and for the State
of Washington, residing at Olympia
My commission expires: 7-10-98



3057915
Page: 7 of 8
10/21/96 11:42A
Thurston Co, WA

REQUEST FOR RECONVEYANCE

To Trustee:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date _____

State of Washington)
) ss.
County of Thurston)

I certify that I know or have satisfactory evidence that Kenneth L. Black signed the foregoing Reconveyance, on oath stated that he is authorized to execute the instrument and acknowledged it as the Community Development Coordinator of the City of Olympia to be the free and voluntary act and deed of said city for the uses and purposes mentioned in the Reconveyance.

WITNESS my hand and official seal affixed on

NOTARY PUBLIC in and for the State
of Washington, residing at Olympia
My commission expires:

-----Space below this line reserved for Lender and Recorder.-----



3057915
Page: 8 of 8
10/21/96 11:42A
Thurston Co, WA



June 21, 2017

RE: REQUEST FOR RECONVEYANCE

Property Address: 1413 Dickinson Avenue NW, Olympia, Washington
LOT 8 IN BLOCK 1 OF SECOND RAILROAD ADDITION TO OLYMPIA, AS
RECORDED IN VOLUME 3 OF PLATS, PAGE 112, IN THURSTON COUNTY,
WASHINGTON.

To: Thurston County Title Company, Trustee:

The City of Olympia is the holder of the note secured by Deed of Trust recorded in Thurston County records under Auditor's File No. 3057915, copies attached. Said note, together with all other indebtedness secured by this Deed of Trust, have been paid to the City of Olympia in full. You are hereby directed to cancel said note and this Deed of Trust, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

CITY OF OLYMPIA

Steven R. Hall, City Manager

Date

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the ____ day of _____ 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Steven R. Hall, known to me to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and 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 _____

PROMISSORY NOTE

HOUSING REHABILITATION LOAN PROGRAM
DEFERRED PAYMENT LOAN

DATE 10/4/96 BORROWER Susan Fears Parrish ^{Parrish SP}
AMOUNT \$24,000.00 PROPERTY ADDRESS 1413 Dickinson Ave NW
LOAN # DPL 186 Olympia, WA 98501

FOR VALUE RECEIVED, the undersigned (herein called the BORROWER) jointly and severally promises to pay to the order of the City of Olympia (herein called the LENDER) the sum of Twenty-four Thousand and no/100 dollars (\$24,000.00), with no interest on the unpaid outstanding balance of this note. The principal of this note is payable in lawful money of the United States at the principal office of the City of Olympia, in Olympia, Washington, or at such other place as shall be designated by the LENDER in writing. Any indebtedness, if not sooner paid, shall be due and payable upon the sale or transfer of any interest of the undersigned in and to the real property, or any portion thereof, which has been conveyed in trust as security for the repayment of this Promissory Note, or upon the death of the undersigned, whichever shall occur first. If this obligation is the joint obligation of more than one person, than this Promissory Note shall become due and payable upon the sale of any interest of either of said persons in and to the real property conveyed as security for the repayment of this Promissory Note, or upon the death of said persons who shall die last, whichever shall first occur.

The BORROWER acknowledges that, if BORROWER shall no longer actually reside in and occupy the premises subject to and described in the Deed of Trust or Security Instrument, then the interest rate on the principal balance outstanding shall automatically increase to twelve percent (12%) per annum and the loan shall be payable in 240 equal monthly payments, without notice to BORROWER, at the option of LENDER.

The BORROWER reserves the right to prepay at any time all or any part of the principal amount of this note without payment of penalties or premiums. All payments on this note shall be applied first to the interest due on the note, and then to the principal due on the note.

In the event the BORROWER shall fail to pay the interest or principal amount of this note when due, the unpaid principal amount of this note, together with accrued interest shall become due and payable, at the option of the LENDER without notice to the BORROWER. Failure of the LENDER to exercise such option shall not constitute a waiver of such default.

This note is secured by a Deed of Trust or Security Instrument dated October 4, 1996, duly filed for record in the office of the Thurston County Auditor, Thurston County Administration Building, 2000 Lakeridge Drive SW, Olympia, WA 98502.

If suit is instituted by the LENDER to recover on this note, BORROWER agrees to pay all costs of such collection, including reasonable attorney's fees and court costs, and the BORROWER further agrees that venue and jurisdiction may be in Thurston County, Washington, at the holder's option. If this note is reduced to judgement, such judgement should bear an interest rate of twelve percent (12%) per annum or the statutory interest rate on judgments, whichever is greater.

Demand, protest and notice of demand and protest are hereby waived, and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this note.

Any notice to BORROWER provided for in this note shall be in writing and be given by mailing such notice by certified mail, return receipt request, addressed to BORROWER at the property address stated below, or to such other address as BORROWER may designate by notice in writing to the note holder. Any notice to the note holder shall be given by mailing such notice by certified mail, return receipt requested, to the note holder at the address stated below.

IN WITNESS WHEREOF, this note has been duly executed by the undersigned as of its date.

NOTE HOLDER

BORROWER(S)

City of Olympia
Lender

Susan Pansh AKA Susan Teas
Signature

P.O. Box 1967
Address

Signature

Olympia, WA 98507
City, State & Zip Code

1413 Dickinson Ave NW
Property Address

Olympia, wa 98502
City, State & Zip Code

7/89

COPY

DEED OF TRUST

THIS DEED OF TRUST is made this 4th day of October, 1996 among the Grantor Susan Fears Parrish, who assumed title as Susan A. Fears as her separate estate, (herein "Borrower"), Thurston County Title Company (herein "Trustee"), and the Beneficiary City of Olympia (herein "Lender").

BORROWER, in consideration of the indebtedness herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property, located in the County of Thurston, State of Washington:

Lot 8 in Block 1 of Second Railroad Addition to Olympia as recorded in Volume 3 of Plats, page 112

which has the address of 1413 Dickinson Avenue, Olympia, WA 98501 (herein "property address"); and

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil, and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust and all of the foregoing together with said property and herein referred to as the "Property";

This Deed of Trust is to secure to Lender the repayment of the indebtedness evidenced by Borrower's note dated October 4, 1996, (herein "note"), in the principal sum of \$24,000.00, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Agreement, and for the purpose of making the improvements described or referred to in the Case Summary form dated October 4, 1996, to or on the property, and for such other purpose, if any, described or referred to therein, which improvements are hereinafter collectively called "Improvements" and the performance of the covenants and agreements of borrower herein contained.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that Borrower will warrant and defend generally the title to the Property against all claims and demands.

COVENANTS. Borrower and Lender covenant and agree to as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on all indebtedness evidenced by the Note.
2. Commencement of Construction and Installation of Rehabilitation Improvements. Borrower shall commence construction and installation of rehabilitation improvements promptly, and in any event within sixty (60) days from the date of this instrument, and to complete same in accordance with any agreements relating to rehabilitation plans and specifications satisfactory to lender within three months of the date of this instrument or as soon as agreed upon by all parties; shall allow Lender to inspect said improvements at all times during construction and installation thereof; and shall not discontinue work on the rehabilitation of said residence for any reason, other than strikes, lock-outs, acts of God, fires, floods, or other similar catastrophes, riots, war or insurrection for a period of more than fifteen (15) days. Failure to comply with these provisions shall constitute a default, and upon default hereunder the entire indebtedness secured by this Deed of Trust shall be immediately due and payable, at the Lender's option. Lender, after due notice to the Borrower, is hereby authorized to:

COPY



3057915
Page: 1 of 8
10/21/96 11:42A
Thurston Co, WA

- a. Enter upon the secured property and employ any watchmen to protect the improvements from depredation or injury and to preserve and protect such property;
 - b. Carry out any or all then existing contracts between the Borrower and other parties for the purpose of making any of the improvements;
 - c. Make and enter additional contracts and incur obligations for the purpose of completing the improvements pursuant to the obligations of the Borrower hereunder, either in the name of the Lender or the Borrower; and
 - d. Pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by the Lender, with interest thereon from the date of each such payments, at the rate contained in the Note, shall be payable by the Borrower to the Lender on demand, and shall be secured by this Deed of Trust.
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by the Lender first in payment of interest payable on the Note, then to the principal of the Note.
 4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, directly to the payee thereof. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against losses by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust and prior liens existing on the subject property.

The insurance carrier providing the insurance shall be chosen by Borrower. All premiums on insurance policies shall be paid by Borrower making payment when due directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of Lender. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to the Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized



to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

If under paragraph 1b hereof the Property is acquired by Lender, all right, title, and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property. Borrower shall keep the property in good repair and shall not commit waste or permit impairment or deterioration of the property.
7. Protection of Lender's Security. If Borrower fails to perform the covenant agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceeding involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, and take such action as is necessary to protect Lender's interest, including, but not limited to, payment of Borrower's obligations under the real estate contract, disbursement of reasonable attorney's fees and entry upon the property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Lender to incur expense or take any action hereunder.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

If the property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds to the sums secured by this Deed of Trust.

9. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.
10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a



waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

11. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently, or successively.
12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the right hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the property address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and this Deed of Trust at the time of execution or after recordation hereof.
15. Transfer of Property; Assumption. If all or any part of the property or an interest therein is sold or transferred, assigned, or conveyed, whether by deed, contract for other instrument, by Borrower without Lender's prior written consent, lender may, at Lender's option, declare all sums secured by this Deed of Trust to be immediately due and payable. The Lender may not unreasonably withhold such consent, if the transferee's credit-worthiness and income level would qualify the transferee to obtain the loan from Lender, under Lender's then current lending standards, unless required by federal law or regulations; provided, however, in any event, that such approval, if given, shall be subject to adjustment rate of commercial lenders for this type of loan. Borrower further agrees that if the interest rate is so adjusted, the repayment schedule for this loan, for principal and interest, shall be adjusted so as to provide for the full payment of principal and interest on the loan within twenty years of the transfer of the property. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 13, hereof. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due. Said notice shall also serve as the thirty-day notice of acceleration set out in paragraph 16 below. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 16 hereof.

16. Acceleration Remedies. Except as provided in paragraph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender, prior to acceleration, shall give notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law specifying:



3057915
Page: 4 of 8
10/21/96 11:42A
Thurston Co, WA

- a. the breach;
- b. the action required to cure such breach;
- c. a date, not less than thirty (30) days from the date the notice is mailed to Borrower, by which such breach must be cured; and
- d. that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the property at public auction at a date not less than 120 days in the future.

The notice shall further inform Borrower of:

- a. the right to reinstate after acceleration;
- b. the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and foreclosure; and
- c. any other matters required to be included in such notice by applicable law.

If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to reasonable attorney's fees.

If the Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the lapse of such time as may be required by applicable law and after publication of the notice of sale, Trustee without demand on Borrower, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of the property for a period or periods not exceeding a total of 30 days by public announcement at the time and place in the notice of sale. Lender or Lender's designee may purchase the property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order:

- a. to all reasonable costs and expenses of the sale, including but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence;
- b. to all sums secured by this Deed of Trust; and
- c. the excess, if any, to the person or persons legally entitled thereto, or the clerk of the Superior Court of Thurston County or the superior court of the county in which the sale took place.

17. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, and except for a breach set forth in Paragraph 15, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of:
- a. the tenth day before the sale of the property pursuant to the power of sale contained in this Deed of Trust; or
 - b. the commencement of an action to foreclose this Deed of Trust, the Note, and notes securing future advances, if any, had no acceleration occurred;
 - c. Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust;
 - d. Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 16, hereof, including but not limited to, reasonable attorney's fees; and



e. Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligations to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by the Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. Assignment of Rents, Appointment of Receiver, Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the property, provided that Borrower shall, prior to acceleration under paragraphs 15 or 16 hereof or abandonment of the property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraphs 15 or 16 hereof or abandonment of the property, Lender, in person, by agent, or by judicially appointed receiver, shall be entitled to enter upon, take possession of, and manage the property and to collect the rents of the property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

19. Reconveyance. Upon payment of all sums secured by this Deed of Trust, reconvey the purchaser's contract rights to this property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Borrower. Lender shall reconvey the contract rights without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

20. Use of Property. The property is not used principally for agricultural or farming purposes.



3057915
Page: 6 of 8
10/21/96 11:42A
Thurston Co. WA

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS DEED OF TRUST.

BORROWER Susan Fears Parrish AKA Susan A. Fears

Address 1413 Dickinson Ave NW
Olympia, WA 98502

LENDER City of Olympia

Address P.O. Box 1967
Olympia, WA 98501

State of Washington)
) ss.
County of Thurston)

On this 4th day of October, 1996, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Susan Fears Parrish to me known to be the individual described in and who executed the foregoing Security Instrument, and acknowledged to me that she signed and sealed the said instrument as her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal affixed the day and year above written.

Shirley Hopp
NOTARY PUBLIC in and for the State
of Washington, residing at Olympia
My commission expires: 7-10-98


CITY OF OLYMPIA, COMM PL DT \$15.00
3057915
Page: 7 of 8
10/21/96 11:42A
Thurston Co, WA

REQUEST FOR RECONVEYANCE

To Trustee:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date _____

State of Washington)
) ss.
County of Thurston)

I certify that I know or have satisfactory evidence that Kenneth L. Black signed the foregoing Reconveyance, on oath stated that he is authorized to execute the instrument and acknowledged it as the Community Development Coordinator of the City of Olympia to be the free and voluntary act and deed of said city for the uses and purposes mentioned in the Reconveyance.

WITNESS my hand and official seal affixed on

NOTARY PUBLIC in and for the State
of Washington, residing at Olympia
My commission expires:

-----Space below this line reserved for Lender and Recorder.-----



3057915
Page: 8 of 8
10/21/96 11:42A
Thurston Co, WA



City Council

Approval of Purchase of a Conservation Easement over Real Estate Owned by the Olympia Coalition of Ecosystem Preservation

Agenda Date: 6/20/2017
Agenda Item Number: 4.G
File Number: 17-0657

Type: resolution **Version:** 2 **Status:** Consent Calendar

Title

Approval of Purchase of a Conservation Easement over Real Estate Owned by the Olympia Coalition of Ecosystem Preservation

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve the Purchase of a Conservation Easement over Real Estate Owned by the Olympia Coalition of Ecosystem Preservation

Report

Issue:

Whether to approve the Purchase of a Conservation Easement over Real Estate Owned by the Olympia Coalition for Ecosystem Preservation

Staff Contact:

Jonathon Turlove, Associate Director, Parks, Arts and Recreation, 360.753.8068

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Olympia Coalition for Ecosystem Preservation (OCEP) owns and manages two adjacent forested parcels totaling approximately 4.5 acres above West Bay Drive in West Olympia. There is an active Pacific Great Blue Heron rookery on one of the parcels.

In order to provide an increased buffer to the rookery and to provide a potential future trail connection from the neighborhood down to West Bay Drive, the City has recently purchased two adjacent parcels as Open Space.

The ensure to preservation of the OCEP parcels in perpetuity, staff recommends the purchase of a

conservation easement over the OCEP parcels. This conservation easement will enhance and protect the property which is part of a larger conservation area and wildlife corridor which has been an established nesting grounds for the Pacific Great Blue Heron (*Ardea Herodias fannini*). This conservation easement will ensure that the conservation property will be retained forever predominantly in its natural condition, and to prevent any use of the conservation property that will impair or interfere with conservation values.

Neighborhood/Community Interests (if known):

There has been substantial public support voiced during the past several years to protect this heron rookery.

Options:

1. Approve the Purchase of a Conservation Easement over Real Estate Owned by the Olympia Coalition of Ecosystem Preservation
2. Do not approve the Purchase of a Conservation Easement over Real Estate Owned by the Olympia Coalition of Ecosystem Preservation. The OCEP parcels would not be guaranteed to be preserved in perpetuity.

Financial Impact:

The cost for the conservation easement is \$60,000. Park land acquisition funds would be used for this purchase.

Attachments:

Resolution
Real Estate Purchase and Sale Agreement for a Perpetual Conservation Easement
Grant Deed of Conservation Easement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING PURCHASE OF A CONSERVATION EASEMENT OVER REAL ESTATE OWNED BY THE OLYMPIA COALITION FOR ECOSYSTEM PRESERVATION, AND TO PURCHASE SAID EASEMENT FOR THE CITY OF OLYMPIA

WHEREAS, the Olympia Coalition for Ecosystem Preservation (OCEP) owns and manages two adjacent forested parcels totaling approximately 4.5 acres above West Bay Drive in the City of Olympia, Thurston County, Washington, Tax Parcel Nos. 67400003600 and 09030002001 (the OCEP Parcels) ; and

WHEREAS, there is an active Pacific Great Blue Heron rookery on one of the OCEP Parcels; and

WHEREAS, in order to provide an increased buffer to the rookery and to provide a potential future trail connection from the neighborhood down to West Bay Drive, the City has recently purchased two adjacent parcels as Open Space; and

WHEREAS, to ensure the preservation of the OCEP Parcels in perpetuity for the benefit of Olympia's residents, City staff recommends the purchase of a conservation easement over the OCEP parcels; and

WHEREAS, a conservation easement will enhance and protect the property which is part of a larger conservation area and wildlife corridor which has been an established nesting grounds for the Pacific Great Blue Heron (*Ardea Herodias fannini*) and will prevent any use of the conservation property that will impair or interfere with the protected conservation values in perpetuity; and

WHEREAS, the purchase price of the Conservation Easement shall be Sixty Thousand Dollars and No/Cents (\$60,000.00) U.S.; and

WHEREAS, the City Council has determined it to be in the best interests of the City of Olympia to purchase a conservation easement across the OCEP Parcels for preservation of the parcels in perpetuity;

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

1. The City shall purchase a conservation easement over the OCEP Parcels on or before July 31, 2017, for the total sum of Sixty Thousand and No/Cents (\$60,000.00) U.S., payable at time of closing.

2. The City Manager is directed and authorized to execute all documents necessary for the City's purchase of the above-referenced conservation easement over the OCP Parcels, and to purchase the same for the City of Olympia on or before July 31, 2017, and 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 errors in said documents.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of June, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

**REAL ESTATE PURCHASE AND SALE AGREEMENT
FOR A PERPETUAL CONSERVATION EASEMENT**

This REAL ESTATE PURCHASE AND SALE AGREEMENT FOR A PERPETUAL CONSERVATION EASEMENT ("Agreement") is made by and between OLYMPIA COALITION FOR ECOSYSTEMS PRESERVATION, a Washington nonprofit corporation ("Seller"), and the CITY OF OLYMPIA, a municipal corporation organized under the laws of the State of Washington ("Buyer"), and together with Seller, known as the "Parties". This Agreement shall not be effective until the Effective Date (as defined in Section 15.14 below).

RECITALS

A. Seller is the owner of that certain real property located in the City of Olympia, Thurston County, Washington, consisting of two (2) adjoining parcels of land approximately totaling a combined 4.54 acres, more or less, and is legally described on Exhibit A attached to this Agreement (the "Property"). The Property is also commonly known hereafter as the "Conservation Property."

B. Buyer previously determined that the Conservation Property was suitable for conservation for wildlife habitat, a wildlife corridor, and its natural, scenic, ecological, educational, scientific, open space and passive recreational purposes, and as an established nesting ground for the Pacific Great Blue Heron, all for the benefit of present and future generations of Olympia's residents and citizens. Buyer thereafter sought to obtain a perpetual conservation easement from Seller by purchase of a Conservation Easement upon the Conservation Property for such purposes.

C. It is the intent of the Parties that the wildlife habitat, natural, scenic, ecological, open space, educational and scientific values of the Conservation Property (the "Conservation Values") be preserved and maintained in perpetuity. The Parties agree to be bound by the terms and conditions of a Conservation Easement upon the Conservation Property to be purchased by Buyer and as described in Exhibit C.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Conservation Property.** Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the following:

1.1 **Grant Deed of Conservation Easement.** A Conservation Easement upon Seller's real property consisting of land approximately totaling a combined 4.54 acres, more or less, constituting the Conservation Property legally described on **Exhibit A** to this Agreement and generally shown on a sketch attached as **Exhibit B** to this Agreement.

1.2 **Purpose.** Buyer's purchase of a Conservation Easement upon Seller's real property is to preserve, protect, and maintain the Conservation Property in perpetuity.

2. **Escrow.** Within three (3) business days of the Effective Date of this Agreement, the Parties shall open an escrow account for the transaction contemplated by this Agreement with Thurston County Title Company at 105 East 8th Avenue, Olympia, Washington 98501 (in such capacity, "**Escrow Company**"). Escrow Company will serve as escrow agent for Closing of this Agreement ("**Escrow Agent**"). The Parties shall deliver a fully executed copy of this Agreement to Escrow Agent, along with a copy of Buyer's resolution authorizing Buyer's purchase of the Conservation Easement granted by Seller under this Agreement.

3. **Purchase Price.** The purchase price to be paid by Buyer to Seller for the Conservation Easement upon Seller's Property (the "**Purchase Price**") is SIXTY THOUSAND DOLLARS and NO CENTS (\$60,000.00).

4. **Payment of Purchase Price.** On the Closing Date, Buyer shall deposit with Escrow Company the sum of SIXTY THOUSAND DOLLARS and NO CENTS (\$60,000.00).

5. **Closing Date.** The closing of the purchase and sale of the Conservation Easement upon the Conservation Property under this Agreement (the "**Closing**") shall be held at or through the offices of the Escrow Company on a date that is mutually acceptable to the Parties s after the Effective Date of this Agreement and on or before July 31, 2017 (the "**Closing Date**") or a time mutually agreed upon in writing by the Parties. Closing shall occur when the Grant Deed of Conservation Easement (as described in **Exhibit C**) to Buyer is recorded, and the Purchase Price set forth in **Section 4** has been delivered to the Escrow Company for delivery to Seller.

6. **Title and Survey Matters.**

6.1 **Title Binder.** The Buyer may order a title report describing the Conservation Property and showing all title matters of record pertaining to the Conservation Property. Such report shall set forth conditions or exceptions to title to the Conservation Property. Nothing herein shall be construed as imposing any cost obligation upon Seller.

6.2 **Title Review.** Within seven (7) business days after Buyer's receipt of the title report ("**Title Review Period**"), Buyer shall notify Seller what exceptions to title, if any, are unacceptable. If no title matters appear in the title report that are unacceptable to Buyer, then the Parties shall proceed to Closing as set forth in this Agreement. If any title matters appear and Buyer objects to any of the same during the Title Review Period, then

Seller shall have seven (7) business days after receiving Buyer's objection notice to notify Buyer if Seller will remove any of the exceptions objected to prior to the Closing Date or if Seller elects not to remove such objected to exceptions. Failure of Seller to timely respond shall be deemed an election not to cure or remove such objected to exceptions. If Seller elects not to remove any exceptions objected to, or is deemed to have elected not to remove any exceptions, or if Seller agrees to remove any objected to exceptions and fails to remove the same from title prior to Closing, and Buyer is unwilling to take title subject thereto, then Buyer shall notify Seller thereof before Closing and this Agreement shall terminate. In the event of termination under this paragraph, the Agreement will terminate in full, Buyer shall be entitled to a return of its funds and neither Seller nor Buyer shall thereafter have any further liability or obligation under this Agreement. Seller shall not be required to incur any expense in order to render its title marketable or to remove any matter disapproved by Buyer; provided that, Seller shall not refuse to remove any disapproved item that involves only payment of a monetary obligation of Seller secured by a lien or other encumbrance on the Conservation Property.

7. Conditions to Buyer's Obligations.

7.1 Closing Conditions. Buyer's obligation to purchase a Conservation Easement upon the Conservation Property shall also be subject to the following conditions that must be satisfied as of Closing:

(i) All representations and warranties of Seller contained in this Agreement shall be true, accurate and complete as of the Effective Date and the Closing Date;

(ii) Seller shall have performed all obligations to be performed by it under this Agreement on or before the Closing Date (or, if earlier, on or before any other date set forth in this Agreement for such performance);

(iii) At Closing, title to the Property shall be in the condition required by Section 6 of this Agreement;

(iv) Purchase of the Conservation Easement by Buyer is contingent upon Seller separately purchasing and acquiring adjacent real property identified by Assessor's Tax Parcel No. 0903-00-05000. If Seller fails to purchase and acquire the real property described in this subsection 7.1(iv) on or before the Closing Date, Buyer may terminate this Agreement and receive a full refund of Buyer's monies and this Agreement shall have no further force or effect.

If the conditions set forth in this Section 7.1 are not satisfied as of the Closing Date and Buyer does not waive the same, Buyer or Seller may terminate this Agreement by written notice given to the other Party, and thereafter neither Buyer nor Seller shall have any further liability one to the other under this Agreement, and, except as provided otherwise in

this Agreement, Buyer shall be entitled to receive a return of its funds deposited with Escrow Company.

8. Representations.

8.1 By Seller. Seller represents and warrants the following to Buyer: (a) Seller is the record title owner of the Conservation Property; and (b) Seller has all necessary power and authority to enter into this Agreement.

8.2 By Buyer. Buyer represents and warrants the following to Seller: (a) Buyer is a municipal corporation organized under the laws of the State of Washington; (b) the person executing this Agreement below has the necessary power and authority to enter into this Agreement and to bind Buyer; (c) prior to executing this Agreement, this Agreement was approved by all necessary action of the Olympia City Council and all other actions have been taken as may be required under any laws applicable to the City's power and authority to carry out its obligations under this Agreement; and (d) this Agreement constitutes the legal, valid, binding and enforceable obligation of Buyer. If any of Buyer's representations or warranties are not true and complete as of the Effective Date and again at Closing, Seller shall have the right to terminate this Agreement.

9. Seller Provision of Further Information. From the Effective Date to the Closing Date, Seller will notify Buyer of any event of which Seller becomes aware materially affecting the Property or any part thereof immediately upon learning of the occurrence of any such event.

10. Further Closing Procedures.

10.1 Time and Place. Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in Section 5 of this Agreement above.

10.2 Documents to be Delivered by Seller. For and in consideration of, and as a condition precedent to the payment to Seller of the Purchase Price for a Conservation Easement, Seller shall obtain and deliver to Buyer at Closing the following documents (all of which shall be duly executed and acknowledged where required):

(i) A grant deed of Conservation Easement ("Conservation Easement"), substantially in the form attached as **Exhibit C**, conveying to Buyer a Conservation Easement to the Conservation Property, free and clear of all liens, encumbrances, conditions, easements, assignments, and restrictions, unacceptable to Buyer.

(ii) Such evidence as the Title Company or Escrow Company shall require as to authority of Seller to convey the Conservation Easement for the Conservation Property to Buyer.

10.3 Delivery by Buyer. Buyer shall deliver the Purchase Price to Seller at Closing.

11. Payment of Costs. Seller and Buyer shall pay their own respective costs incurred with respect to the consummation of the purchase and sale of the Conservation Easement upon the Conservation Property including, without limitation, attorneys' fees. Notwithstanding the foregoing, Buyer shall pay the premium or fees for any Title Policy or title reports issued by Title Company to Buyer, the fee to record the Grant Deed of Conservation Easement, and the escrow fee. Seller shall pay any real estate excise tax that may be due upon the sale of the Conservation Easement for the Conservation Property.

12. Monetary Liens. Seller shall pay or cause to be satisfied at or prior to Closing all recorded monetary liens on or with respect to all or any portion of the Conservation Property, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, judgment liens, tax liens (other than those for taxes not yet due and payable) and financing statements.

13. Possession. Possession and use of the Conservation Easement upon the Conservation Property shall be delivered to Buyer at Closing.

13.1 As-Is Condition. BUYER ACKNOWLEDGES THE PROPERTY IS "AS IS WHERE IS" IN ITS PRESENT CONDITION. BUYER HAS THE OPPORTUNITY TO INSPECT THE PROPERTY AND DOCUMENTATION IN SELLER'S POSSESSION AS PROVIDED HEREIN. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT OR THE CLOSING DOCUMENTS, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO, HEREBY DISCLAIM AND SHALL HAVE NO LIABILITY FOR: (A) THE CONDITION OF THE PROPERTY OR ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS THEREON OR THE ROOFS, STRUCTURAL COMPONENTS, OR HEATING, VENTILATING, AIR CONDITIONING, MECHANICAL, PLUMBING, ELECTRICAL, OR FIRE AND LIFE SAFETY SYSTEMS THEREON OR THEREIN OR THE SUITABILITY OF THE PROPERTY FOR HABITATION OR FOR BUYER'S INTENDED USE; (B) ANY APPLICABLE BUILDING, ZONING OR FIRE LAWS OR REGULATIONS OR WITH RESPECT TO COMPLIANCE THEREWITH OR WITH RESPECT TO THE EXISTENCE OF OR COMPLIANCE WITH ANY REQUIRED PERMITS, IF ANY, OF ANY GOVERNMENTAL AGENCY; (C) THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES, ANY RIGHTS THERETO, OR ANY WATER, SEWER OR UTILITY DISTRICTS; (D) ACCESS TO ANY PUBLIC OR PRIVATE SANITARY SEWER OR DRAINAGE SYSTEM; OR (E) THE PRESENCE OF ANY HAZARDOUS SUBSTANCES AT THE PROPERTY OR IN ANY IMPROVEMENTS ON THE PROPERTY, INCLUDING WITHOUT LIMITATION ASBESTOS OR UREA-FORMALDEHYDE, OR THE PRESENCE OF ANY ENVIRONMENTALLY HAZARDOUS WASTES OR MATERIALS ON OR UNDER THE PROPERTY. WITHOUT

LIMITING THE GENERALITY OF THE FOREGOING, AND EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT OR THE CLOSING DOCUMENTS, SELLER SHALL HAS NO LIABILITY WITH RESPECT TO THE CONDITION OF THE PROPERTY UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, INCLUDING BUT NOT LIMITED TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980 AS AMENDED, 42 U.S.C.A. SECTIONS 9601 ET SEQ., OR APPLICABLE WASHINGTON LAW, AND BUYER HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS WHICH THE BUYER HAS OR MAY HAVE AGAINST THE SELLER WITH RESPECT TO THE CONDITION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT BUYER IS GIVEN THE OPPORTUNITY UNDER THIS AGREEMENT TO FULLY INSPECT THE PROPERTY AND BUYER ASSUMES THE RESPONSIBILITY AND RISKS OF ALL DEFECTS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUCH DEFECTS AND CONDITIONS, IF ANY, THAT CANNOT BE OBSERVED BY CASUAL INSPECTION.

14. Default.

14.1 By Buyer. If Buyer defaults under any material provision of this Agreement and does not cure such material default after a ten (10) day notice and opportunity to cure is given by Seller, Seller may terminate this Agreement by notice given to Buyer.

14.2 By Seller. If Seller defaults under any material provision of this Agreement and does not cure such material default after a ten (10) day notice and opportunity to cure is given by Buyer, then Buyer may terminate this Agreement by notice given to Seller.

15. Miscellaneous.

15.1 Applicable Law. This Agreement shall in all respects, be governed by the laws of the State of Washington. Venue for any lawsuits concerning this Agreement shall be in Thurston County Superior Court.

15.2 Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the mutual intent of the Parties hereto.

15.3 Modification or Amendment, Waivers. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by both of the Parties. Except as otherwise expressly set forth in this Section, this Agreement may only be amended, modified, or changed by a traditional written document properly executed by Seller and Buyer. Such amendment may be transmitted by e-mail, facsimile, or other method permitted by the provisions for giving notice in this Agreement. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision in this Agreement. No

extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

15.4 Successors and Assigns. All of the terms and provisions contained in this Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective heirs, legal representatives, successors and permitted assigns. Buyer shall not be permitted to assign this Agreement, or any part hereof, to any other party.

15.5 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matters of this Agreement, and any and all other prior agreements, understandings or representations with respect to the subject matters of this Agreement are hereby canceled in their entirety and are of no further force or effect. The Parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the Parties.

15.6 Attorneys' Fees. Should either Party bring suit to enforce or interpret this Agreement, the prevailing Party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

15.7 Construction. Captions are solely for the convenience of the Parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it.

15.8 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby; and each such remainder term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15.9 Survival. The covenants, agreements, representations and warranties made in this Agreement shall survive the Closing unimpaired and shall not merge into the Grant Deed of Conservation Easement or the recordation of the Grant Deed of Conservation Easement.

15.10 Finders' or Brokers' Fees. Seller and Buyer each hereby represent and warrant to the other that no broker, agent or finders' fees or commissions, or other similar fees, are due or arising in connection with any of the transactions contemplated by this Agreement. Seller and Buyer each hereby agree to indemnify, defend and hold the other harmless from and against any loss, liability, damage, cost, damage, claim or expense, including interest, penalties and reasonable attorneys' fees, the other Party shall incur or suffer because of any claim by a broker, agent, or finder claiming by, through, or under such indemnifying Party, whether or not such claim is meritorious, for any compensation with respect to the entering into of this Agreement, the sale and purchase of the Property, or the consummation of the transactions contemplated herein.

15.11 Time. Time is of the essence of every provision of this Agreement. If the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

15.12 Force Majeure. Performance by either Party of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the Party obligated to perform (but excluding financial inability to perform, however caused).

15.13 Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully-executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, where permitted, shall be deemed to be an original signature for all purposes. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same agreement.

15.14 Effective Date. The term "date of this Agreement" or "date hereof" or "Effective Date", as used in this Agreement, shall mean the later of the following dates: (1) the date of Buyer's signature on this Agreement; or (2) the date of Seller's signature on this Agreement.

15.15 Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "Notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States mail. Each such Notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Seller: Olympia Coalition for Ecosystems Preservation
Attn: Daniel Einstein
1007 Rogers Street NW
Olympia, WA 98502
Email: daniel@olyecosystems

With copy via email to: Joseph A. Rehberger
Cascadia Law Group PLLC
606 Columbia Street NW, Suite 212
Olympia, WA 98501
Email: jrehberger@cascadialaw.com

To Buyer: Steven R. Hall, City Manager
City of Olympia
P.O. Box 1967
Olympia, WA 98507-1967
Email: shall@ci.olympia.wa.us
Phone: (360) 753-8447

With copies to: Mark Barber, City Attorney
City of Olympia
P.O. Box 1967
Olympia, WA 98507-1967
E-mail: mbarber@ci.olympia.wa.us
Phone: (360) 753-8338

Any party hereto may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

SELLER:

**OLYMPIA COALITION FOR ECOSYSTEMS
PRESERVATION**, a Washington nonprofit
corporation

DANIEL EINSTEIN, PhD, President

Date: _____

BUYER:

CITY OF OLYMPIA, a Washington municipal
corporation

By: _____

Print: Steven R. Hall

Its: City Manager

Date: _____

APPROVED AS TO FORM:



Mark Barber, City Attorney

Date: 6/13/2017

EXHIBIT A

**Olympia Coalition for Ecosystems Preservation
Legal Descriptions**

Parcel No. 6740-00-03600

Lots 36, 37 and 38 of Parker and Hays Plat, as recorded in Volume 1 of Plats, page 16.

SUBJECT TO EXCEPTIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND AGREEMENTS OF RECORD.

Situate in County of Thurston, State of Washington.

Parcel No. 0903-00-02001

That part of Austin Donation Claim No. 49, Section 10, Township 18 North, Range 2 West, W.M., described as follows:

Beginning at a point on the North line of said Austin Claim, 500 feet West of the intersection of the Westerly line of West Bay Drive therewith; running thence West along said North line of claim 500 feet, more or less, to a point 150 feet East of East line of North Rogers Street; thence Southerly parallel with said street 200 feet, more or less; thence East 500 feet, more or less, and North 200 feet to the point of beginning: EXCEPTING the West 100 feet thereof.

SUBJECT TO EXCEPTIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND AGREEMENTS OF RECORD.

Situate in County of Thurston, State of Washington.

EXHIBIT B
Site Map

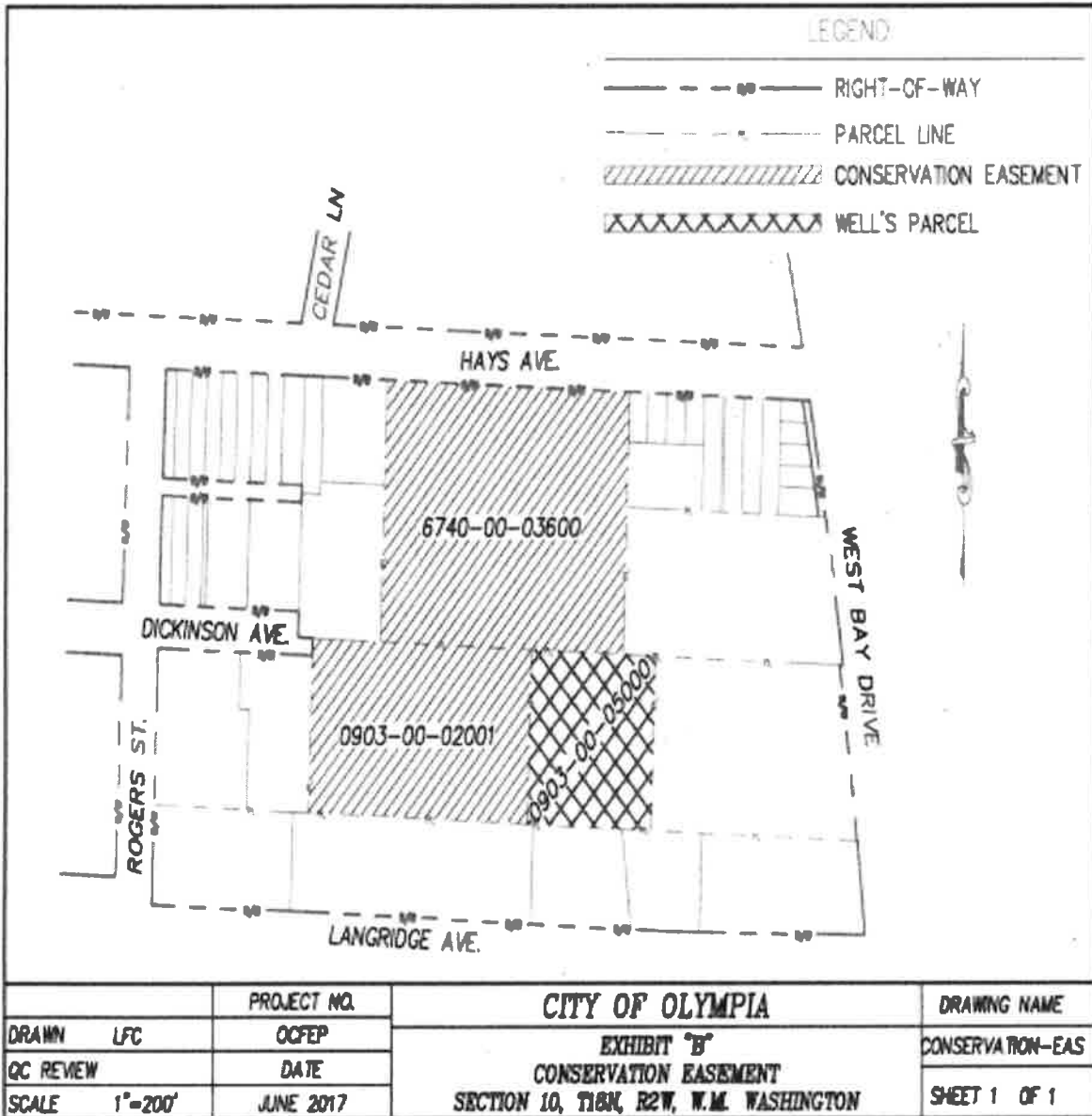


EXHIBIT C

Form of Grant Deed of Conservation Easement

AFTER RECORDING MAIL TO:

When Recorded Return To:

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

Document Title(s) (or transactions contained therein):

Grant Deed of Conservation Easement

Reference Number(s) of Documents assigned or released:

N/A

Grantor(s) (Last name first, then first name and initials):

Olympia Coalition for Ecosystems Preservation

Grantee(s) (Last name first, then first name and initials):

Olympia, City of

Legal description:

Lots 36, 37, and 38 of Parker and Hays Plat; and

Austin DC Claim 500 F W of X N LN DC with W LN WEST BAY DR W 400

Full legal description is on page(s) Exhibit A of document.

Assessor's Property Tax Parcel/Account Numbers:

6740-00-03600, 0903-00-02001

Grantor: Olympia Coalition for Ecosystems Preservation
Grantee: City of Olympia, Washington

Abbreviated Legal Description: PTN of SW ¼ SE ¼ of Section 10, Township 18 North,
Range 2 West, W.M

GRANT DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT by and between the Olympia Coalition for Ecosystems Preservation, a Washington nonprofit corporation (hereinafter “Grantor”), and the City of Olympia, a Washington municipal corporation (hereinafter “Grantee”), is made with reference to the following facts:

I. Recitals

A. Grantor is sole owner in fee simple of the Conservation Property that is the subject of the Conservation Easement, more particularly described in “**Exhibit A**” (Legal Description of Property Subject to Easement) and shown on “**Exhibit B**” (Site Map), consisting of two (2) adjoining parcels of land upland of Budd Inlet and West Bay Drive, City of Olympia, Thurston County, Washington, totaling a combined approximately 4.54 acres, more or less (hereinafter, “**Conservation Property**”).

B. Grantor is a Washington nonprofit corporation, a tax-exempt nonprofit organization, qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and a nonprofit nature conservancy corporation, qualified under RCW 64.04.130 and RCW 84.34.250, whose primary purpose is to “protect, preserve and restore the diverse ecosystems of Olympia, Washington that include the freshwater, shoreline, tidal waters, and upland forests that are home to the Pacific Great Blue Heron, cutthroat trout, salmon, and companion species” and to work to “ensure that these ecosystems remain vital in perpetuity.”

C. The Grantor and Grantee have agreed to a Sixty Thousand and no/100 dollars (\$60,000 USD) purchase price for the Conservation Easement covering the Conservation Property.

D. Grantor and Grantee intend that the wildlife habitat, natural, scenic, ecological, open space, and educational values of the Conservation Property (the “Conservation Values”) be preserved and maintained in perpetuity. Grantor and Grantee agree to be bound by the terms and conditions of this Conservation Easement.

E. This Conservation Easement consists of forested habitat lands and forested lands upland of Budd Inlet and West Bay Drive and within the City of Olympia. This Conservation Easement will enhance and protect the Conservation Property, which property adjoins and is part of a larger conservation area and wildlife corridor which has been an established nesting grounds for the Pacific Great Blue Heron (*Ardea Herodias fannini*). The Pacific

Great Blue Heron is a unique subspecies of Great Blue Herons whose range is exclusively the interior coast of Washington and British Columbia, and is part of larger forested riparian areas that collectively provide valuable habitat for a variety of important wildlife species, including cutthroat trout, salmon, and companion and other species. This Conservation Easement will ensure that the Conservation Property will be retained forever predominantly in its natural condition, and to prevent any use of the Conservation Property that will impair or interfere with the Conservation Values.

F. Preservation of the Conservation Property in its current forested state and undeveloped condition and providing for conveyance of all future development rights, except as reserved in Section V below, to Grantee, in perpetuity, is important to the Grantor and the Grantee.

II. Conveyance and Consideration

A. For the reasons stated above and in consideration of the mutual covenants contained herein and the payment to the Grantor of the sum of Sixty Thousand and no/100 dollars (\$60,000 USD) by the Grantee, in hand paid, the Grantor hereby bargains, sells, and conveys to the Grantee, and its assigns, a perpetual Conservation Easement over the Conservation Property, consisting of the rights in the Conservation Property herein enumerated, subject to the restrictions set forth herein.

B. This conveyance is an interest in real property and is made as an absolute, unconditional, unqualified, and complete conveyance subject to the mutual covenants and restrictions set forth herein.

C. This Conservation Easement deed shall be recorded in Thurston County, Washington.

III. Purpose

A. The purpose of this Conservation Easement is to preserve, protect, and maintain the Conservation Property.

B. Grantor and Grantee intend and hereby agree that the Conservation Property shall not be converted or directed to any uses other than those provided herein.

IV. Grantee's Rights

A. The rights conveyed to the Grantee by this Conservation Easement are the following:

1. To preserve and protect in its current natural state, in perpetuity, those natural elements that enhance the natural, functional value of the Conservation Property as a habitat for the Pacific Great Blue Heron, and for fish, birds, waterfowl, and other wildlife;

2. To prevent activities from occurring within the Conservation Property inconsistent with the purposes of this Conservation Easement;

3. Upon forty-eight (48) hours' advance notice to the Grantor, the Grantee or Grantee's representative may perform such activities on the Conservation Property as the Grantee determines are necessary or convenient to carry out the rights granted by this Conservation Easement, including the right to monitor the uses and activities on the Conservation Property to determine whether they are consistent with this Conservation Easement and the right to enter and perform activities that will promote the purposes of this Conservation Easement as stated in Section III, where the Grantee has determined such activity is appropriate pursuant to the purposes set forth in Section III; and

4. Upon forty-eight (48) hours' advance notice to the Grantor, to enter upon the Conservation Property in a manner that does not unreasonably disturb the use of the Conservation Property by the Grantor and where appropriate allow other persons to enter the Conservation Property to (1) perform or enforce the rights herein granted and to determine that the Conservation Property is being used in compliance with the terms of the Conservation Easement, and (2) to observe and study the Conservation Property for educational and scientific purposes or for other purposes consistent with the purposes of this Conservation Easement. The Grantee shall also have the right of immediate entry to the Conservation Property if, in its sole judgment, such entry is necessary to prevent damage to or the destruction of the Conservation Values, provided that notification is given to Grantor within seventy-two (72) hours after entry.

B. Grantor relinquishes and conveys its rights of development in the Conservation Property to Grantee, except as expressly reserved herein to Grantor.

C. Unless specifically provided, nothing herein shall be construed as affording the general public any interest in any portion of the Conservation Property subject to this Conservation Easement.

D. The Grantee's enforcement of the terms and conditions of this Conservation Easement shall be at the discretion of the Grantee, subject to Section VII, below. Any forbearance to exercise its rights hereunder in the event of any breach of this Conservation Easement by the Grantor, its successors or assigns, or any other person or entity, shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent breach.

V. Reserved Rights, Uses, and Activities Subject to the Easement

Grantor reserves all rights as beneficial owner of the Conservation Property including the right to engage in or permit or invite others to engage in all uses of the Conservation Property which are not prohibited herein and which are consistent with the purposes of this Conservation Easement. So long as the Grantor's uses are not prohibited and are consistent

with the purposes of this Conservation Easement, and without limiting the foregoing reserved rights, the Grantee agrees that the following uses are included within the Grantor's reserved rights and are permitted and allowed:

- A. To restore and maintain the Conservation Property, including the removal of invasive species, establishment, re-establishment, and maintenance of native plants, trees, and understory.
- B. To protect, manage, and regulate the harvesting of minor forest products including but not limited to brush, grasses, firewood, and mushrooms on the Conservation Property according to applicable state and federal law;
- C. To engage in, and allow others to engage in, recreational or educational activities on the Conservation Property. Recreational activities may include, but are not limited to, passive recreation, walking trails, picnicking, and hiking. Grantor, upon thirty (30) days' notice to Grantee, may cut trees in order to create trails for recreational or educational activities;
- D. To build one (1) picnic shelter and one (1) low-impact restroom facility. A low-impact restroom may include a composting toilet or a facility that is self-contained and routinely pumped out for management of sewage off-site;
- E. To remove from the Conservation Property wind-thrown, fallen, dangerous or diseased trees or vegetation posing a threat to public safety or threaten the health of the resources on the Conservation Property or the properties adjoining the Conservation Property, together with invasive trees, plants, bushes, shrubbery, or other vegetation as now exists or may come to exist in the future;
- F. To maintain existing access roads across the Conservation Property, consistent with the limitations set forth in Section VI (C);
- G. To construct, re-construct, and maintain rain gardens, following the best practices, as outlined in the Rain Garden Handbook of Western Washington: A Guide for Design, Installation, and Maintenance (ECOLOGY PUB. NO. 13-10-027) (June 2013), including any future updates or revisions thereto;
- H. To retain any and all tax or density credits or benefits from or attributable to the Conservation Property which may be available under state, federal or local law, ordinances, rules or regulations for the development of Grantor's properties.

VI. Prohibited and Inconsistent Uses

The following uses and practices within the Conservation Property are prohibited:

- A. To thin or harvest timber, or to remove any trees, whether standing or on the ground, with the exceptions set forth in Section V above.
- B. To change, disturb, alter, or impair the Conservation Property except as provided in Section V above;
- C. To exceed a total of two (2) percent of the total surface area of the Conservation Property with impervious surfaces, except with the prior written approval of the Grantee. An impervious surface means any hard surface areas that either prevent or retard the entry of water into the soil mantle as under natural condition before development or that cause water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions before development. Including, but not limited to, paved and graveled roads, or other surfaces that similarly impede the natural infiltration of surface and storm water.
- D. To store, dump, or otherwise dispose of toxic and/or hazardous materials or refuse, animal carcasses, wildlife-attracting materials, or any other material which could reasonably be considered debris except as authorized in Section V above.
- E. To convert native vegetation to exotic species or the introduction of non-native plant species, farming, plowing, or any type of non-silvicultural cultivation;
- F. To introduce or release non-native animal species;
- G. To graze or pasture livestock;
- H. To construct or place any buildings, mobile homes, billboards, utility towers or other structures, except as authorized in Section V, or with the prior written approval of the Grantee;
- I. To apply biocides, herbicides, defoliant, chemical fertilizers, sewage sludge, or other chemicals, except with the prior written approval of the Grantee;
- J. To change the topography of the Conservation Property by placing on it any soil, dredging spoils, land fill, or other material, or by extraction of minerals or hydrocarbons on or below the surface of the Conservation Property, except with the prior written approval of the Grantee;
- K. To change the topography or surface hydrology or divert or cause the diversion of surface or underground water into, within or out of the Conservation Property, except as authorized in Section V above, without the prior written approval of the Grantee;
- L. To cause, encourage or permit fire as a land management method or tool, other than those naturally caused;

M. To grant additional easements, rights-of-way, or other interests in the Conservation Property without the prior written authorization and consent of the Grantee;

N. To legally subdivide, record a subdivision plan, partition, or any other division of the Conservation Property into parcels;

O. Any use inconsistent with the purposes of this Conservation Easement as listed in Section III above.

VII. Approval / Remedies / Enforcement

A. Where Sections V, VI, or this Section requires written approval from the Grantee, those requests shall be submitted in writing to the City of Olympia's Director of Parks, Arts, and Recreation. Before determining an activity is inconsistent with the terms of this Conservation Easement, the Grantee will consult with the Grantor. The Grantee's decision on whether to grant or deny such approval shall be final.

B. Where Sections require written approval from the Grantor or notice to the Grantor, those requests shall be submitted to the Board of Directors of the Olympia Coalition for Ecosystems Preservation.

C. If the Grantee or Grantor determines that there is a violation of the terms of this Conservation Easement or that a violation is threatened, such party shall give written notice to the other party of such violation and demand corrective action sufficient to cure the violation or threatened violation, and where the violation involved injury to the Conservation Property resulting from any use or activity inconsistent with this Conservation Easement, to restore, where possible, the portion of the Conservation Property so injured. In any instance, measures to cure the violation shall be reviewed and approved in advance, in writing, by the Grantee. If a party fails to cure a violation within sixty (60) days after receipt of notice thereof from the party or, under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to continue diligently to cure such violation until finally cured, the aggrieved party may bring an action at law or in equity in the Superior Court of Thurston County, Washington to enforce the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any Conservation Values, including monetary damages, and where possible, to require restoration of the Conservation Property to the condition that existed prior to any such injury. Grantor and Grantee expressly consent to the jurisdiction of said Court for the purpose of adjudicating actions at law or in equity to enforce the terms of the Conservation Easement and to enjoin violations.

D. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against the Grantor or for the Grantor to bring any action against the Grantee for any injury to, or change in the Conservation Property resulting from force majeure. Force

Majeure, for the purposes of this Conservation Easement, is defined as any event arising from causes beyond the control of Grantor, or persons or entities acting on behalf of or at the direction of Grantor or the Grantee, such as but not limited to earthquake, volcanic eruption, fire, war, terrorism, or civil disturbance. Any force majeure event shall be reported to the parties' designated representatives, where possible as it is occurring, or within seventy-two (72) hours.

E. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement and which would render the provision valid, shall be favored over any interpretation that would render it invalid.

F. Grantee shall defend, indemnify and hold Grantor, its officers, officials, members, employees or volunteers harmless from any and all claims, injuries, damages, losses or lawsuits, including attorney's fees, legal expenses and litigation costs, arising from injury or death to persons or property, including claims, injuries, sickness, disease or death or damage to property, caused by or resulting from the negligent acts, errors, or omissions of Grantee or its agents, employees, officers, or officials in performance of this Conservation Easement, except for injuries and damages caused by the sole negligence of Grantor.

Grantor shall defend, indemnify and hold Grantee, its officers, officials, employees or volunteers harmless from any and all claims, injuries, damages, losses, or lawsuits, including attorney's fees, legal expenses and litigation costs, arising from injury or death to persons or property, including claims, injuries, sickness, disease or death, or damage to property, caused by or resulting from the negligent acts, errors, or omissions of Grantor or its agents, employees, members, officers, or officials with respect to the Conservation Property, except for injuries and damages caused by the sole negligence of Grantee.

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 Grantor and the Grantee, or their respective officers, officials, members, employees, or volunteers, the indemnitor's liability, including the duty and cost to defend hereunder, shall be only to the extent of the indemnitor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantor's and Grantee'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 Grantor and Grantee.

VIII. Succession, Covenants, Amendments, and Subsequent Transfers

A. It is the express intent of the Grantor and Grantee that the provisions of this Conservation Easement shall run with and burden title to the Conservation Property in

perpetuity and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

B. The Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which any interest in any or a portion of the Conservation Property is transferred.

C. Grantor and Grantee recognize that rare and extraordinary circumstances that could arise which warrant modification of certain provisions of the Conservation Easement. To this end, Grantor and Grantee have the right to agree to amend this Conservation Easement without prior notice to any other person or entity, subject to the following terms and conditions:

1. Grantee and Grantor must mutually agree the amendment enhances or does not materially detract from the purposes of the Conservation Easement;
2. No amendment shall affect the Conservation Easement's perpetual duration; and
3. Any such amendment shall be in writing, signed by both the Grantor and Grantee, and recorded with the Auditor in Thurston County, Washington.

IN WITNESS WHEREOF, the authorized representative of each party has duly executed this Conservation Easement as of the date stated below.

CITY OF OLYMPIA

**OLYMPIA COALITION FOR
ECOSYSTEMS PRESERVATION**

By: _____
Steven R. Hall
Title: City Manager

By: _____
Daniel Einstein, PhD
Title: President

Date: _____

Date: _____

Approved as to Form

By: Mark Barber
Title: City Attorney

Acknowledgements

STATE OF WASHINGTON)

) ss.

COUNTY OF THURSTON)

On the _____ day of _____ 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven R. Hall, to me known to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and 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 _____

STATE OF WASHINGTON)

) ss.

COUNTY OF _____)

On the _____ day of _____, this instrument was acknowledged before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, by Daniel Einstein, PhD, as the President of the OLYMPIA COALITION FOR ECOSYSTEMS PRESERVATION, a Washington nonprofit corporation.

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

Exhibit A
Legal Description of Property Subject to Easement

(Thurston Assessor's Parcel Nos. 67400003600 and 09030002001)

Parcel No. 6740-00-03600

Lots 36, 37 and 38 of Parker and Hays Plat, as recorded in Volume 1 of Plats, page 16.

SUBJECT TO EXCEPTIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND AGREEMENTS OF RECORD.

Situate in County of Thurston, State of Washington.

Parcel No. 0903-00-02001

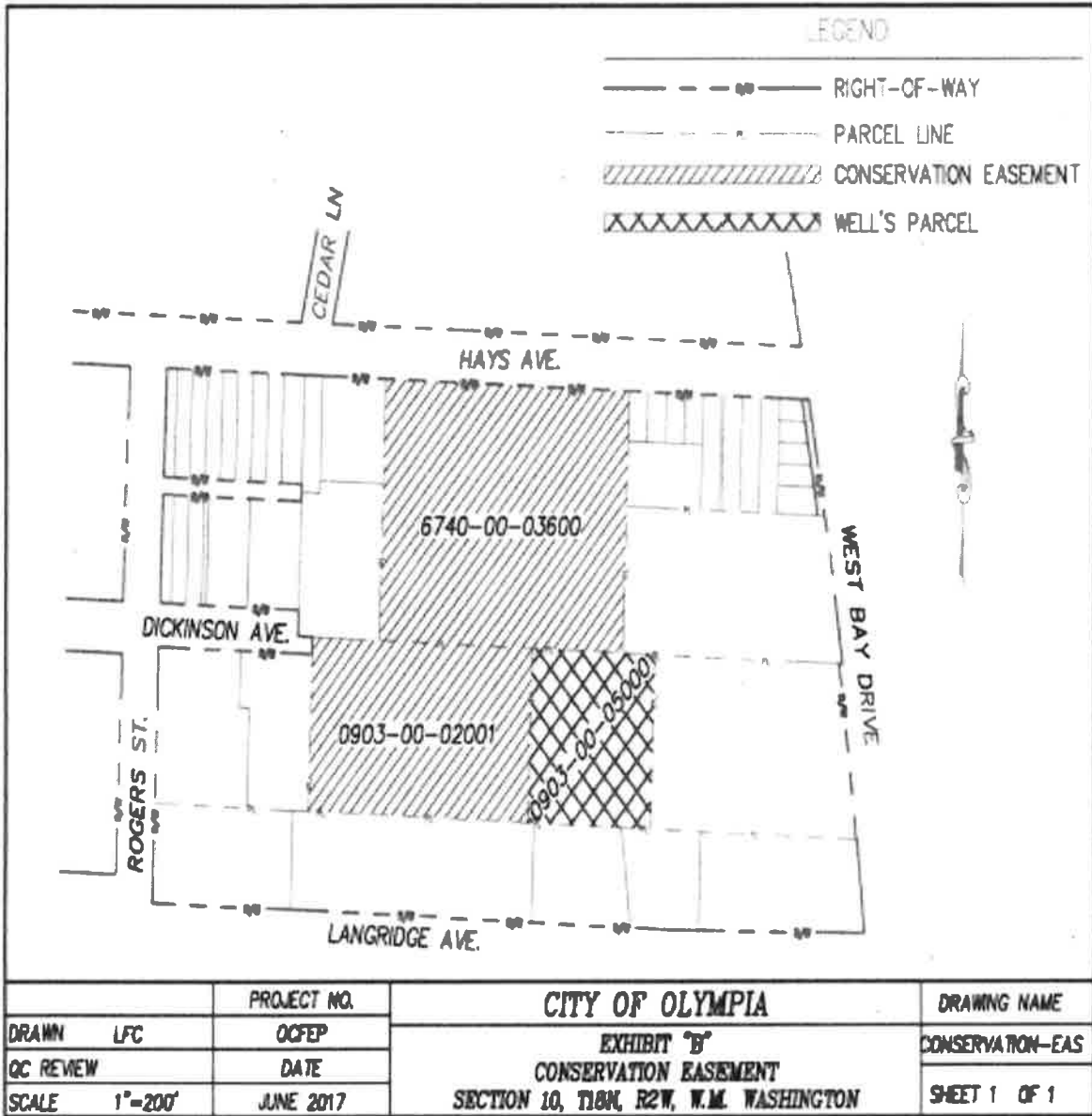
That part of Austin Donation Claim No. 49, Section 10, Township 18 North, Range 2 West, W.M., described as follows:

Beginning at a point on the North line of said Austin Claim, 500 feet West of the intersection of the Westerly line of West Bay Drive therewith; running thence West along said North line of claim 500 feet, more or less, to a point 150 feet East of East line of North Rogers Street; thence Southerly parallel with said street 200 feet, more or less; thence East 500 feet, more or less, and North 200 feet to the point of beginning: EXCEPTING the West 100 feet thereof.

SUBJECT TO EXCEPTIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND AGREEMENTS OF RECORD.

Situate in County of Thurston, State of Washington.

EXHIBIT B
Site Map



When Recorded Return To:

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

Document Title(s) (or transactions contained therein):

Grant Deed of Conservation Easement

Reference Number(s) of Documents assigned or released:

N/A

Grantor(s) (Last name first, then first name and initials):

Olympia Coalition for Ecosystems Preservation

Grantee(s) (Last name first, then first name and initials):

Olympia, City of

Legal description:

Lots 36, 37, and 38 of Parker and Hays Plat; and

Austin DC Claim 500 F W of X N LN DC with W LN WEST BAY DR W 400

Full legal description is on page(s) Exhibit A of document.

Assessor's Property Tax Parcel/Account Numbers:

6740-00-03600 and 0903-00-02001

Grantor: Olympia Coalition for Ecosystems Preservation
Grantee: City of Olympia, Washington

Abbreviated Legal Description: PTN of SW ¼ SE ¼ of Section 10, Township 18 North,
Range 2 West, W.M

GRANT DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT by and between the Olympia Coalition for Ecosystems Preservation, a Washington nonprofit corporation (hereinafter “Grantor”), and the City of Olympia, a Washington municipal corporation (hereinafter “Grantee”), is made with reference to the following facts:

I. RECITALS

A. Grantor is sole owner in fee simple of the Conservation Property that is the subject of the Conservation Easement, more particularly described in “**Exhibit A**” (Legal Description of Property Subject to Easement) and shown on “**Exhibit B**” (Site Map), consisting of two (2) adjoining parcels of land upland of Budd Inlet and West Bay Drive, City of Olympia, Thurston County, Washington, totaling a combined approximately 4.54 acres, more or less (hereinafter, “**Conservation Property**”).

B. Grantor is a Washington nonprofit corporation, a tax-exempt nonprofit organization, qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and a nonprofit nature conservancy corporation, qualified under RCW 64.04.130 and RCW 84.34.250, whose primary purpose is to “protect, preserve and restore the diverse ecosystems of Olympia, Washington that include the freshwater, shoreline, tidal waters, and upland forests that are home to the Pacific Great Blue Heron, cutthroat trout, salmon, and companion species” and to work to “ensure that these ecosystems remain vital in perpetuity.”

C. The Grantor and Grantee have agreed to a Sixty Thousand and no/100 dollars (\$60,000 USD) purchase price for the Conservation Easement covering the Conservation Property.

D. Grantor and Grantee intend that the wildlife habitat, natural, scenic, ecological, open space, and educational values of the Conservation Property (the “Conservation Values”) be preserved and maintained in perpetuity. Grantor and Grantee agree to be bound by the terms and conditions of this Conservation Easement.

E. This Conservation Easement consists of forested habitat lands and forested lands upland of Budd Inlet and West Bay Drive and within the City of Olympia. This Conservation Easement will enhance and protect the Conservation Property, which property adjoins and is part of a larger conservation area and wildlife corridor which has been an established nesting grounds for the Pacific Great Blue Heron (*Ardea Herodias fannini*). The Pacific

Great Blue Heron is a unique subspecies of Great Blue Herons whose range is exclusively the interior coast of Washington and British Columbia, and is part of larger forested riparian areas that collectively provide valuable habitat for a variety of important wildlife species, including cutthroat trout, salmon, and companion and other species. This Conservation Easement will ensure that the Conservation Property will be retained forever predominantly in its natural condition, and to prevent any use of the Conservation Property that will impair or interfere with the Conservation Values.

F. Preservation of the Conservation Property in its current forested state and undeveloped condition and providing for conveyance of all future development rights, except as reserved in Section V below, to Grantee, in perpetuity, is important to the Grantor and the Grantee.

II. CONVEYANCE AND CONSIDERATION

A. For the reasons stated above and in consideration of the mutual covenants contained herein and the payment to the Grantor of the sum of Sixty Thousand and no/100 dollars (\$60,000 USD) by the Grantee, in hand paid, the Grantor hereby bargains, sells, and conveys to the Grantee, and its assigns, a perpetual Conservation Easement over the Conservation Property, consisting of the rights in the Conservation Property herein enumerated, subject to the restrictions set forth herein.

B. This conveyance is an interest in real property and is made as an absolute, unconditional, unqualified, and complete conveyance subject to the mutual covenants and restrictions set forth herein.

C. This Conservation Easement deed shall be recorded in Thurston County, Washington.

III. PURPOSE

A. The purpose of this Conservation Easement is to preserve, protect, and maintain the Conservation Property.

B. Grantor and Grantee intend and hereby agree that the Conservation Property shall not be converted or directed to any uses other than those provided herein.

IV. GRANTEE'S RIGHTS

A. The rights conveyed to the Grantee by this Conservation Easement are the following:

1. To preserve and protect in its current natural state, in perpetuity, those natural elements that enhance the natural, functional value of the Conservation Property as a habitat for the Pacific Great Blue Heron, and for fish, birds, waterfowl, and other wildlife;

2. To prevent activities from occurring within the Conservation Property inconsistent with the purposes of this Conservation Easement;

3. Upon forty-eight (48) hours' advance notice to the Grantor, the Grantee or Grantee's representative may perform such activities on the Conservation Property as the Grantee determines are necessary or convenient to carry out the rights granted by this Conservation Easement, including the right to monitor the uses and activities on the Conservation Property to determine whether they are consistent with this Conservation Easement and the right to enter and perform activities that will promote the purposes of this Conservation Easement as stated in Section III, where the Grantee has determined such activity is appropriate pursuant to the purposes set forth in Section III; and

4. Upon forty-eight (48) hours' advance notice to the Grantor, to enter upon the Conservation Property in a manner that does not unreasonably disturb the use of the Conservation Property by the Grantor and where appropriate allow other persons to enter the Conservation Property to (1) perform or enforce the rights herein granted and to determine that the Conservation Property is being used in compliance with the terms of the Conservation Easement, and (2) to observe and study the Conservation Property for educational and scientific purposes or for other purposes consistent with the purposes of this Conservation Easement. The Grantee shall also have the right of immediate entry to the Conservation Property if, in its sole judgment, such entry is necessary to prevent damage to or the destruction of the Conservation Values, provided that notification is given to Grantor within seventy-two (72) hours after entry.

B. Grantor relinquishes and conveys its rights of development in the Conservation Property to Grantee, except as expressly reserved herein to Grantor.

C. Unless specifically provided, nothing herein shall be construed as affording the general public any interest in any portion of the Conservation Property subject to this Conservation Easement.

D. The Grantee's enforcement of the terms and conditions of this Conservation Easement shall be at the discretion of the Grantee, subject to Section VII, below. Any forbearance to exercise its rights hereunder in the event of any breach of this Conservation Easement by the Grantor, its successors or assigns, or any other person or entity, shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent breach.

V. RESERVED RIGHTS, USES, AND ACTIVITIES SUBJECT TO THE EASEMENT

Grantor reserves all rights as beneficial owner of the Conservation Property including the right to engage in or permit or invite others to engage in all uses of the Conservation Property which are not prohibited herein and which are consistent with the purposes of this Conservation Easement. So long as the Grantor's uses are not prohibited and are consistent

with the purposes of this Conservation Easement, and without limiting the foregoing reserved rights, the Grantee agrees that the following uses are included within the Grantor's reserved rights and are permitted and allowed:

- A. To restore and maintain the Conservation Property, including the removal of invasive species, establishment, re-establishment, and maintenance of native plants, trees, and understory.
- B. To protect, manage, and regulate the harvesting of minor forest products including but not limited to brush, grasses, firewood, and mushrooms on the Conservation Property according to applicable state and federal law;
- C. To engage in, and allow others to engage in, recreational or educational activities on the Conservation Property. Recreational activities may include, but are not limited to, passive recreation, walking trails, picnicking, and hiking. Grantor, upon thirty (30) days' notice to Grantee, may cut trees in order to create trails for recreational or educational activities;
- D. To build one (1) picnic shelter and one (1) low-impact restroom facility. A low-impact restroom may include a composting toilet or a facility that is self-contained and routinely pumped out for management of sewage off-site;
- E. To remove from the Conservation Property wind-thrown, fallen, dangerous or diseased trees or vegetation posing a threat to public safety or threaten the health of the resources on the Conservation Property or the properties adjoining the Conservation Property, together with invasive trees, plants, bushes, shrubbery, or other vegetation as now exists or may come to exist in the future;
- F. To maintain existing access roads across the Conservation Property, consistent with the limitations set forth in Section VI (C);
- G. To construct, re-construct, and maintain rain gardens, following the best practices, as outlined in the Rain Garden Handbook of Western Washington: A Guide for Design, Installation, and Maintenance (ECOLOGY PUB. NO. 13-10-027) (June 2013), including any future updates or revisions thereto;
- H. To retain any and all tax or density credits or benefits from or attributable to the Conservation Property which may be available under state, federal or local law, ordinances, rules or regulations for the development of Grantor's properties.

VI. PROHIBITED AND INCONSISTENT USES

The following uses and practices within the Conservation Property are prohibited:

- A. To thin or harvest timber, or to remove any trees, whether standing or on the ground, with the exceptions set forth in Section V above.
- B. To change, disturb, alter, or impair the Conservation Property except as provided in Section V above;
- C. To exceed a total of two (2) percent of the total surface area of the Conservation Property with impervious surfaces, except with the prior written approval of the Grantee. An impervious surface means any hard surface areas that either prevent or retard the entry of water into the soil mantle as under natural condition before development or that cause water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions before development. Including, but not limited to, paved and graveled roads, or other surfaces that similarly impede the natural infiltration of surface and storm water.
- D. To store, dump, or otherwise dispose of toxic and/or hazardous materials or refuse, animal carcasses, wildlife-attracting materials, or any other material which could reasonably be considered debris except as authorized in Section V above.
- E. To convert native vegetation to exotic species or the introduction of non-native plant species, farming, plowing, or any type of non-silvicultural cultivation;
- F. To introduce or release non-native animal species;
- G. To graze or pasture livestock;
- H. To construct or place any buildings, mobile homes, billboards, utility towers or other structures, except as authorized in Section V, or with the prior written approval of the Grantee;
- I. To apply biocides, herbicides, defoliant, chemical fertilizers, sewage sludge, or other chemicals, except with the prior written approval of the Grantee;
- J. To change the topography of the Conservation Property by placing on it any soil, dredging spoils, land fill, or other material, or by extraction of minerals or hydrocarbons on or below the surface of the Conservation Property, except with the prior written approval of the Grantee;
- K. To change the topography or surface hydrology or divert or cause the diversion of surface or underground water into, within or out of the Conservation Property, except as authorized in Section V above, without the prior written approval of the Grantee;
- L. To cause, encourage or permit fire as a land management method or tool, other than those naturally caused;

M. To grant additional easements, rights-of-way, or other interests in the Conservation Property without the prior written authorization and consent of the Grantee;

N. To legally subdivide, record a subdivision plan, partition, or any other division of the Conservation Property into parcels;

O. Any use inconsistent with the purposes of this Conservation Easement as listed in Section III above.

VII. APPROVAL / REMEDIES / ENFORCEMENT

A. Where Sections V, VI, or this Section requires written approval from the Grantee, those requests shall be submitted in writing to the City of Olympia's Director of Parks, Arts, and Recreation. Before determining an activity is inconsistent with the terms of this Conservation Easement, the Grantee will consult with the Grantor. The Grantee's decision on whether to grant or deny such approval shall be final.

B. Where Sections require written approval from the Grantor or notice to the Grantor, those requests shall be submitted to the Board of Directors of the Olympia Coalition for Ecosystems Preservation.

C. If the Grantee or Grantor determines that there is a violation of the terms of this Conservation Easement or that a violation is threatened, such party shall give written notice to the other party of such violation and demand corrective action sufficient to cure the violation or threatened violation, and where the violation involved injury to the Conservation Property resulting from any use or activity inconsistent with this Conservation Easement, to restore, where possible, the portion of the Conservation Property so injured. In any instance, measures to cure the violation shall be reviewed and approved in advance, in writing, by the Grantee. If a party fails to cure a violation within sixty (60) days after receipt of notice thereof from the party or, under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to continue diligently to cure such violation until finally cured, the aggrieved party may bring an action at law or in equity in the Superior Court of Thurston County, Washington to enforce the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any Conservation Values, including monetary damages, and where possible, to require restoration of the Conservation Property to the condition that existed prior to any such injury. Grantor and Grantee expressly consent to the jurisdiction of said Court for the purpose of adjudicating actions at law or in equity to enforce the terms of the Conservation Easement and to enjoin violations.

D. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against the Grantor or for the Grantor to bring any action against the Grantee for any injury to, or change in the Conservation Property resulting from force majeure. Force

Majeure, for the purposes of this Conservation Easement, is defined as any event arising from causes beyond the control of Grantor, or persons or entities acting on behalf of or at the direction of Grantor or the Grantee, such as but not limited to earthquake, volcanic eruption, fire, war, terrorism, or civil disturbance. Any force majeure event shall be reported to the parties' designated representatives, where possible as it is occurring, or within seventy-two (72) hours.

E. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement and which would render the provision valid, shall be favored over any interpretation that would render it invalid.

F. Grantee shall defend, indemnify and hold Grantor, its officers, officials, members, employees or volunteers harmless from any and all claims, injuries, damages, losses or lawsuits, including attorney's fees, legal expenses and litigation costs, arising from injury or death to persons or property, including claims, injuries, sickness, disease or death or damage to property, caused by or resulting from the negligent acts, errors, or omissions of Grantee or its agents, employees, officers, or officials in performance of this Conservation Easement, except for injuries and damages caused by the sole negligence of Grantor.

Grantor shall defend, indemnify and hold Grantee, its officers, officials, employees or volunteers harmless from any and all claims, injuries, damages, losses, or lawsuits, including attorney's fees, legal expenses and litigation costs, arising from injury or death to persons or property, including claims, injuries, sickness, disease or death, or damage to property, caused by or resulting from the negligent acts, errors, or omissions of Grantor or its agents, employees, members, officers, or officials with respect to the Conservation Property, except for injuries and damages caused by the sole negligence of Grantee.

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 Grantor and the Grantee, or their respective officers, officials, members, employees, or volunteers, the indemnitor's liability, including the duty and cost to defend hereunder, shall be only to the extent of the indemnitor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantor's and Grantee'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 Grantor and Grantee.

VIII. SUCCESSION, COVENANTS, AMENDMENTS, AND SUBSEQUENT TRANSFERS

A. It is the express intent of the Grantor and Grantee that the provisions of this Conservation Easement shall run with and burden title to the Conservation Property in

perpetuity and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

B. The Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which any interest in any or a portion of the Conservation Property is transferred.

C. Grantor and Grantee recognize that rare and extraordinary circumstances that could arise which warrant modification of certain provisions of the Conservation Easement. To this end, Grantor and Grantee have the right to agree to amend this Conservation Easement without prior notice to any other person or entity, subject to the following terms and conditions:

1. Grantee and Grantor must mutually agree the amendment enhances or does not materially detract from the purposes of the Conservation Easement;
2. No amendment shall affect the Conservation Easement's perpetual duration; and
3. Any such amendment shall be in writing, signed by both the Grantor and Grantee, and recorded with the Auditor in Thurston County, Washington.

IN WITNESS WHEREOF, the authorized representative of each party has duly executed this Conservation Easement as of the date stated below.

CITY OF OLYMPIA

**OLYMPIA COALITION FOR
ECOSYSTEMS PRESERVATION**

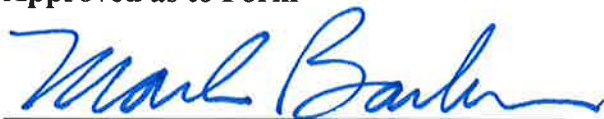
By: _____
Steven R. Hall
Title: City Manager

By: _____
Daniel Einstein, PhD
Title: President

Date: _____

Date: _____

Approved as to Form



By: Mark Barber
Title: City Attorney

Acknowledgements

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the ____ day of _____ 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steven R. Hall, to me known to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and 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 _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On the ____ day of _____, this instrument was acknowledged before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, by Daniel Einstein, PhD, as the President of the OLYMPIA COALITION FOR ECOSYSTEMS PRESERVATION, a Washington nonprofit corporation.

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

Exhibit A
Legal Description of Property Subject to Easement

(Thurston Assessor's Parcel Nos. 67400003600 and 09030002001)

Parcel No. 6740-00-03600

Lots 36, 37 and 38 of Parker and Hays Plat, as recorded in Volume 1 of Plats, page 16.

SUBJECT TO EXCEPTIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND AGREEMENTS OF RECORD.

Situate in County of Thurston, State of Washington.

Parcel No. 0903-00-02001

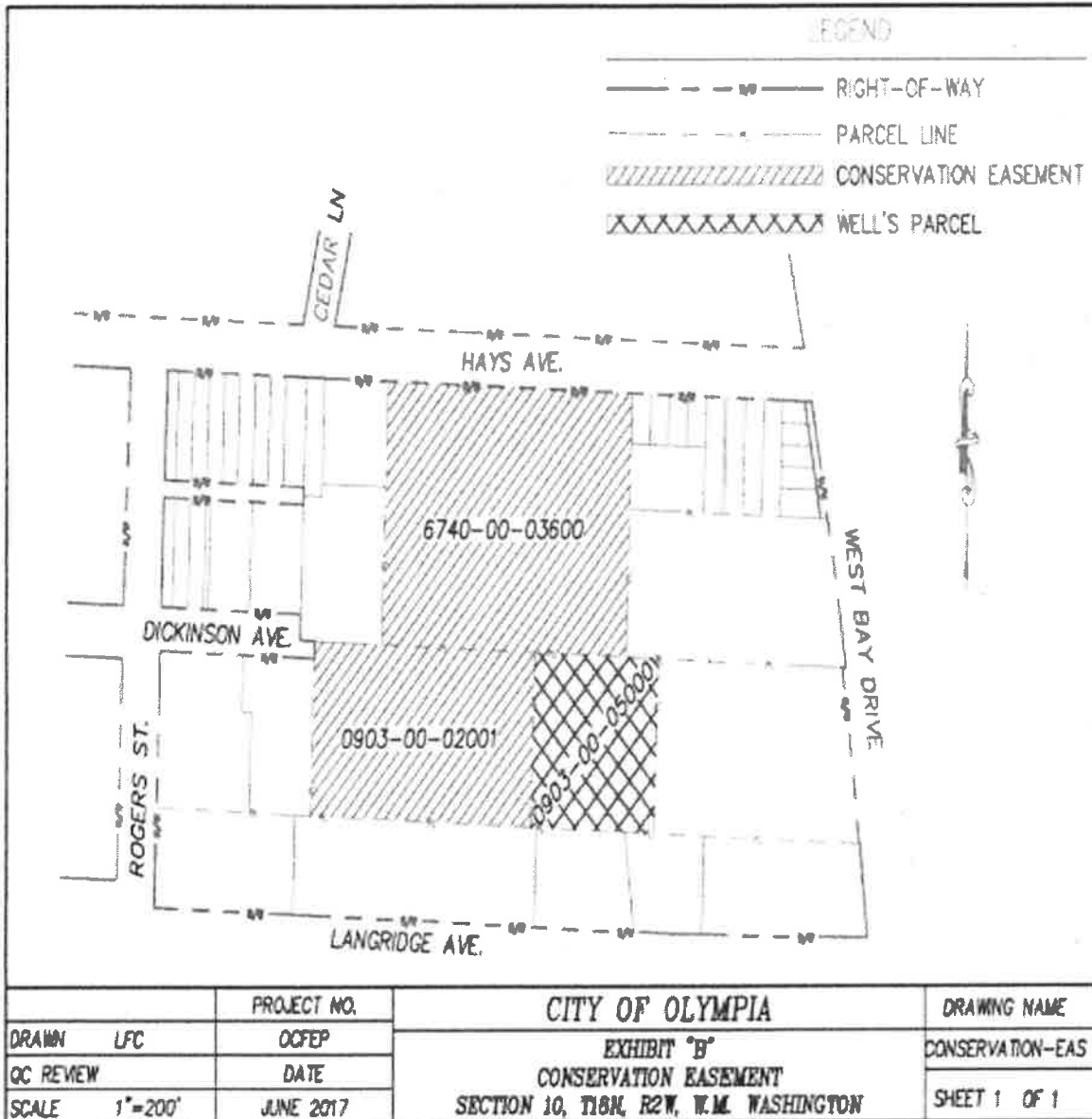
That part of Austin Donation Claim No. 49, Section 10, Township 18 North, Range 2 West, W.M., described as follows:

Beginning at a point on the North line of said Austin Claim, 500 feet West of the intersection of the Westerly line of West Bay Drive therewith; running thence West along said North line of claim 500 feet, more or less, to a point 150 feet East of East line of North Rogers Street; thence Southerly parallel with said street 200 feet, more or less; thence East 500 feet, more or less, and North 200 feet to the point of beginning: EXCEPTING the West 100 feet thereof.

SUBJECT TO EXCEPTIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND AGREEMENTS OF RECORD.

Situate in County of Thurston, State of Washington.

EXHIBIT B
Site Map





City Council

Approval of Ordinance Amending Olympia Municipal Code Section 9.40.095, Graffiti

Agenda Date: 6/20/2017
Agenda Item Number: 4.H
File Number: 17-0604

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

Title

Approval of Ordinance Amending Olympia Municipal Code Section 9.40.095, Graffiti

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on second reading the ordinance amending Olympia Municipal Code Section 9.40.095, Graffiti

Report

Issue:

Whether to amend Olympia Municipal Code (OMC) Section 9.40.095, Graffiti.

Staff Contact:

Rocio D. Ferguson, Chief Prosecutor, 360.753.8449

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Background and analysis has not changed from first to second reading.

During a review of OMC Chapter 9.40, Offenses Against Property, legal staff determined that OMC Section 9.40.095, Graffiti, should be amended.

The proposed ordinance removes an unnecessary evidentiary requirement and increases enforceability.

Neighborhood/Community Interests (if known):

There is an inherent interest in protecting the public's safety and appropriately holding offenders accountable who engage in acts of graffiti.

Options:

1. Approve the proposed ordinance amending OMC Section 9.40.095, Graffiti, and forward to second reading.
2. Direct staff to make different or additional amendments to OMC Section 9.40.095, Graffiti, and forward to second reading.
3. Decide not to approve the proposed ordinance, leaving OMC Section 9.40.095, Graffiti, as currently written.

Financial Impact:

None

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE SECTION 9.40.095, GRAFFITI

WHEREAS, OMC 9.40.095 should be amended to eliminate unnecessary evidentiary requirements and increase enforceability;

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

Section 1. Amendment of OMC 9.40.095. Olympia Municipal Code 9.40.095 is hereby amended to read as follows:

9.40.095 Graffiti

A. A person is guilty of graffiti if, ~~without prior consent of the owner or owner's agent, the person~~ he or she intentionally writes, paints, or draws any inscription, figure, or mark of any type on any public or private building or other structure or any real or personal property owned by any other person.

B. Subsection (A) of this section shall not apply to any person who has permission from the owner, operator or custodian of the property.

BC. Graffiti is a gross misdemeanor punishable as described in OMC 9.64.010.

Section 2. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. 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 4. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 5. Effective Date. This Ordinance shall take effect thirty (30) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

(DCA)

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of Ordinance Amending the Impact Fees Ordinance to be Consistent with State Law

Agenda Date: 6/20/2017
Agenda Item Number: 4.I
File Number: 17-0605

Type: ordinance **Version:** 1 **Status:** 2d Reading-Consent

Title

Approval of Ordinance Amending the Impact Fees Ordinance to be Consistent with State Law

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on second reading the ordinance amending OMC 15.04.120 to extend the amount of time the City has to expend or encumber impact fees from six years to ten years, in accordance with state law.

Report

Issue:

Whether to approve an ordinance amending OMC 15.04.120 to extend the amount of time the City has to expend or encumber impact fees from six years to ten years, in accordance with state law (RCW 82.02.070).

Staff Contact:

Tim Smith, Principal Planner, Community Planning & Development, 360.570.3195

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Background and analysis has not changed from first to second reading.

This Ordinance is to amend OMC 15.04.120 to be consistent with RCW 82.02.070, which was amended to allow a city a maximum of ten years to expend or encumber impact fees instead of the previously allowed six years.

Neighborhood/Community Interests (if known):

None known.

Options:

1. Approve the proposed Ordinance to extend the amount of time the City has to expend or encumber impact fees from six years to ten years, in accordance with state law.
2. Do not approve the proposed Ordinance

Financial Impact:

The City would have additional time to expend collected impact fees.

Attachments:

Ordinance

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE SECTION 15.04.120 TO EXTEND THE AMOUNT OF TIME THE CITY HAS TO EXPEND OR ENCUMBER IMPACT FEES PURSUANT TO RCW 82.02.070

WHEREAS, RCW 82.02.050 - .090 authorizes the City of Olympia to adopt an ordinance imposing impact fees; and

WHEREAS, in Ordinance Nos. 5490 and 6164, the City of Olympia did adopt such impact fees, also known as "transportation impact fees," "parks impact fees," and "school impact fees"; and

WHEREAS, RCW 82.02.070 was amended to allow a city a maximum of ten years to expend or encumber impact fees; and

WHEREAS, the City Council wishes to amend Olympia Municipal Code Section 15.04.120 to be consistent with state law;

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

Section 1. Amendment of OMC 15.04.120. Olympia Municipal Code 15.04.120 is hereby amended to read as follows:

15.04.120 Refunds

- A. If the City or District No. 111 fails to expend or encumber the impact fees within ~~six (6) years~~ ten (10) years of when the fees were paid, or where extraordinary or compelling reasons exist, such other time periods as established pursuant to Sections 15.04.100 or 15.04.110, the current owner of the property on which impact fees have been paid may receive a refund of such fees. In determining whether impact fees have been expended or encumbered, impact fees shall be considered expended or encumbered on a first in, first out basis.
- B. The City shall notify potential claimants by first class mail deposited with the United States Postal Service at the last known address of such claimants. The potential claimant must be the owner of the property for which the impact fee was paid.
- C. Current owner(s) seeking a refund of impact fees must submit a written request for a refund of the fees to the Director and/or District No. 111 within one (1) year of the date the right to claim the refund arises or the date that notice is given, whichever is later.
- D. Any impact fees for which no application for a refund has been made by the claimant within this one-year period shall be retained by the City or District No. 111 and expended on the appropriate public facilities. Claimants shall have no rights to a refund if not timely requested pursuant to Subsection 15.04.120(C).
- E. Refunds of impact fees under this Section shall include any interest earned on the impact fees by the City or District No. 111.

F. When the City seeks to terminate any or all components of the impact fee program, all unexpended or unencumbered funds from any terminated component or components, including interest earned, shall be refunded pursuant to this Section. Upon the finding that any or all fee requirements are to be terminated, the City shall place notice of such termination and the availability of refunds in a newspaper of general circulation at least two (2) times and shall notify all potential claimants by first class mail at the last known address of the claimants. All funds available for refund shall be retained for a period of one (1) year. At the end of one (1) year, any remaining funds shall be retained by the City, but must be expended for the appropriate public facilities. This notice requirement shall not apply if there are no unexpended or unencumbered balances within the account or accounts being terminated.

G. The City shall also refund to the current owner of property for which impact fees have been paid all impact fees paid, including interest earned on the impact fees, if the development activity for which the impact fees were imposed did not occur; provided that, if the City or District No. 111 has expended or encumbered the impact fees in good faith prior to the application for a refund, the Director or District No. 111 can decline to provide the refund. If within a period of three (3) years, the same or subsequent owner of the property proceeds with the same or substantially similar development activity, the owner can petition the Director or District No. 111 for an offset against the actual impact fee amounts paid. The petitioner must provide receipts of impact fees previously paid for a development of the same or substantially similar nature on the same property or some portion thereof. In the case of park or transportation impact fees, the Director shall determine whether to grant an offset, and the determinations of the Director may be appealed pursuant to the procedures in OMC Chapter 18.75. In the case of school impact fees, District No. 111 shall determine whether to grant an offset. District No. 111 shall forward its determination to the Director, and the Director may adopt the determination of District No. 111 and may grant or decline to grant an offset, or the Director may make an alternative determination and set forth the rationale for the alternative determination. Determinations of the Director shall be in writing and shall be subject to the appeals procedures set forth in OMC Chapter 18.75.

Section 2. 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 3. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 4. Effective Date. This Ordinance shall take effect five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Menaber

DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of Amendment to Ordinance 7070 (Operating Budget)

Agenda Date: 6/20/2017
Agenda Item Number: 4.J
File Number: 17-0615

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

Title

Approval of Amendment to Ordinance 7070 (Operating Budget)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve amending Ordinance 7070 on second reading.

Report

Issue:

Whether to approve an amendment to Ordinance 7070.

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Background and analysis has changed from first to second reading.

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

There was one ordinance passed since the adoption of Ordinance 7070 relating to the Operating Budget. Ordinance 7077 adopted by the Council 4/25/2017 appropriated the following:

Policy Research and Development	\$100,000
Code Enforcement and Abatement	50,000

Downtown Strategy	50,000
Art/Cultural Program Enhancement	50,000
Comp Plan Implementation	40,000
Council Goals	<u>37,071</u>
	\$327,071

Budget Items Not Previously Presented to the Council:

- 1) Appropriation of \$400 for public defender training. Funding provided by a grant from the State of Washington Office of Public Defense.
- 2) Appropriation of \$24,000 for the production of the 2018-2022 Assessment of the Fair Housing Plan. Funding provided from the City Community Development Block Grant (CDBG) (\$4,500), Thurston County (\$9,750) and Thurston County Housing Authority (9,750).
- 3) Appropriation of \$23,000 for the Downtown Architectural History Survey project. Funding provided from the Thurston County Heritage Commission (\$5,000) and the Washington State, Department of Archaeology and Historic Preservation (\$18,000).
- 4) Appropriation of \$50 to the Seizure & Forfeiture special account, funding from the account fund balance.
- 5) Appropriation of \$8,803 for police training. Funding is from the close-out of two special accounts and transfer of remaining funds in the accounts to the Police Department. The accounts being closed are the Firing Range account (\$6,948) and the School Resource Officer account (\$1,855). This also includes the appropriation of \$60 in those two accounts representing funds in the accounts which have not previously been budgeted.
- 6) Appropriation of \$180,000 to the Arts Fund and \$122,000 to the Equipment and Facilities Reserve Fund for major repairs. These are funded by a transfer of funds from the City Hall Construction Fund.
- 7) Appropriation of \$3,200 for the Summer Nutrition Program, funding provided and increase in funding from the Department of Agriculture.

Neighborhood/Community Interests (if known):

None known

Options:

- 1) Approve ordinance amending Ordinance 7070.
- 2) Do not approve the amending ordinance. The budget items not previously presented to the Council would not be authorized.

Financial Impact:

Appropriations increase is a total of \$688,584. Funding for these appropriations noted above.

Attachments:

Ordinance

Ordinance No.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO BUDGETS, FINANCE, AND SALARIES, AND AMENDING ORDINANCE NO. 7070.

WHEREAS, the Olympia City Council passed Ordinance No. 7059 on December 13, 2016; and

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

WHEREAS, Ordinance No. 7059 was amended on April 11, 2017, by passage of Ordinance No. 7070; and

WHEREAS, the following amendments need to be made to Ordinance No. 7070;

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

Section 1. 2017 Budget. The budget for the calendar year 2017 is hereby adopted in the amounts and for the purposes as shown below; and the following sums, or so much thereof as shall severally be found necessary, are hereby appropriated out of any of the monies in the several funds in the City Treasury hereinafter named.

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
General, Regular Operations	\$107,000 <u>\$434,071</u>	\$72,153,590 <u>\$72,212,993</u>	\$72,260,590 <u>\$72,647,064</u>	\$-
General, Special Sub-Funds				
Special Accounts	578,179 <u>578,289</u>	861,880	1,440,059 <u>1,440,169</u>	-
Development Fee Revenue	46,875	3,392,530	3,439,405	-
Parking	-	1,530,700	1,395,512	135,188
Post Employment Benefits	1,599,500	1,101,000	2,700,500	-
Washington Center	5,000	349,200	354,200	-
Municipal Arts	900	53,100 <u>233,100</u>	54,000 <u>234,000</u>	-
Equip & Facilities Reserve		1,496,636 <u>1,618,636</u>	1,496,636 <u>1,618,636</u>	-
Total General Fund	2,337,454 <u>2,664,635</u>	80,938,636 <u>81,300,039</u>	83,140,902 <u>83,829,486</u>	135,188
4 th /5 th Avenue Corridor Bridge Loan	20	552,489	552,509	-
UTGO Bond Fund – 2009 Fire	3,480	1,187,851	1,191,331	-
City Hall Debt Fund – 2009	952	2,419,166	2,420,118	-
2010 LTGO Bond – Street Projects	4	436,009	436,013	-
L.O.C.A.L. Debt Fund – 2010	-	178,283	178,281	2
2010B LTGO Bonds - HOCM	-	430,888	430,888	-
2013 LTGO Bond Fund	-	673,875	673,875	-
2016 LTGO Parks BAN	-	115,000	115,000	-
Water Utility O&M	-	13,302,290	13,297,934	4,356

Sewer Utility O&M	96,639	19,901,896	19,998,535	-
Solid Waste Utility	176,000	11,764,820	11,741,287	199,533
Stormwater Utility	-	5,313,050	5,310,757	2,293
Water/Sewer Bonds	-	2,044,982	2,023,330	21,652
Stormwater Debt Fund	-	123,359	123,359	-
Equipment Rental	-	2,322,434	2,322,434	-
TOTALS	\$2,614,549	\$141,705,028	\$143,956,553	
	\$2,941,730	\$142,066,431	\$144,645,137	\$363,024

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

Section 3. Salaries and Compensation. The salaries and compensation for the City of Olympia employees for the calendar year 2017 shall be as set forth in the "Supplementary Information" section of the 2017 Adopted Operating Budget document, or as the same may be amended by the City Manager as part of his administration of the budget pursuant to Section 2 above.

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

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

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

Section 7. Effective Date. This Ordinance shall take effect five (5) days after publication as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of Amendment to Ordinance 7071 (Capital Budget)

Agenda Date: 6/20/2017
Agenda Item Number: 4.K
File Number: 17-0616

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

Title

Approval of Amendment to Ordinance 7071 (Capital Budget)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve amending Ordinance 7071 on second reading.

Report

Issue:

Whether to approve an amendment to Ordinance 7071.

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Background and analysis has changed from first to second reading.

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

No separate ordinances were passed since the adoption of Ordinance 7071 relating to the Operating Budget.

Budget Items Not Previously Presented to the Council:

- 1) Appropriation of \$1,200 to the Percival Landing project. Funding is provided by donations to the project.
- 2) Appropriation of \$351,802 in the City Hall Construction Fund of existing unappropriated funds. This appropriation will facilitate the transfer of funds from the City Hall Construction Fund for public art (\$180,000) and transferring funds to the facilities major repair fund (\$122,000), and providing additional resources for legal services (\$49,802).
- 3) Appropriation of \$150,000 for the Sea Level Rise Assessment project, funding provided by LOTT (\$75,00) and Port of Olympia (\$75,000).

Neighborhood/Community Interests (if known):

None noted.

Options:

- 1) Approve ordinance amending Ordinance 7071.
- 2) Do not approve the amending ordinance.

Financial Impact:

Total increase in appropriations is \$503,002. The sources of funding of these appropriations are noted above.

Attachments:

Ordinance

Ordinance No.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE CAPITAL FACILITIES PLAN FOR THE YEARS 2017-2022 AND AMENDING ORDINANCE NO. 7071.

WHEREAS, the Olympia City Council adopted the “Capital Facilities Plan” (CFP) for years 2017 through 2022 by passing Ordinance No. 7057 on December 13, 2016; and

WHEREAS, the CFP is periodically amended to recognize additional revenue and/or appropriations, as provided for in RCW 36.70A.130(2)(a)(iv); and

WHEREAS, Ordinance No. 7057 was amended on April 11, 2017, by passage of Ordinance No. 7071; and

WHEREAS, the following amendments need to be made to Ordinance No. 7071;

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

Section 1. That certain document entitled the "Capital Facilities Plan," covering the years 2017 through 2022, a copy of which will be on file with the Office of the Director of Administrative Services and available on the City’s web site, is hereby adopted as the Capital Facilities Plan for the City of Olympia and is incorporated herein as though fully set forth.

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

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

Section 4. The Director of Administrative Services is hereby authorized to bring forward into fiscal year 2017 all appropriations and allocations not otherwise closed, completed, or deleted from prior fiscal years' capital budgets.

Section 5. The following appropriations are hereby made:

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
Impact Fee Fund	\$5,083,238	\$800,000	\$5,883,238	\$-
SEPA Mitigation Fee Fund	147,360	-	147,360	-
Parks & Recreational Sidewalk, Utility Tax Fund	-	3,020,000	3,020,000	-
Real Estate Excise Tax Fund	831,800	1,200,000	2,031,800	-

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
Capital Improvement Fund	5,550 6,650	18,156,043 18,156,143	18,161,593 18,162,793	-
City Hall Construction Fund	148,111 499,913		148,111 499,913	-
Water CIP Fund	1,300,000	4,866,500	6,166,500	-
Sewer CIP Fund				-
	1,429,699	771,301	2,201,000	
Storm Water CIP Fund		2,302,600	2,302,600	-
		2,452,600	2,452,600	
TOTALS	\$8,945,758 \$9,298,660	\$31,116,444 \$31,266,544	\$40,062,202 \$40,565,204	\$0

Section 6. Severability. The provisions of this Ordinance are declared separate and severable. If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of this Ordinance or application of the provision to other persons or circumstances shall be unaffected.

Section 7. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 8. Effective Date. This Ordinance shall take effect five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of Amendment to Ordinance 7058 (Special Funds)

Agenda Date: 6/20/2017
Agenda Item Number: 4.L
File Number: 17-0617

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

Title

Approval of Amendment to Ordinance 7058 (Special Funds)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve amending Ordinance 7058 on second reading.

Report

Issue:

Whether to approve the amendment to Ordinance 7058.

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Background and analysis has changed from first to second reading.

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

No separate ordinances were passed since the adoption of Ordinance 7058 relating to the Operating Budget.

Budget Items Not Previously Presented to the Council:

1. Appropriation of \$5,000 in the Fire Equipment Reserve Fund for the purchase of a used vehicle from the City Fleet Fund. Funding is for existing resources.

Neighborhood/Community Interests (if known):

None noted.

Options:

- 1) Approve ordinance amending Ordinance 7058.
- 2) Do not approve the amending ordinance.

Financial Impact:

Total appropriation increase of \$5,000, funding noted above.

Attachments:

Ordinance

Ordinance No.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, APPROPRIATING FUNDS WITHIN VARIOUS SPECIAL FUNDS AND AMENDING ORDINANCE NO. 7058

WHEREAS, the Olympia City Council passed Ordinance No. 7058 on December 13, 2016, appropriating funds within various special funds; and

WHEREAS, the following amendments need to be made to Ordinance No. 7058;

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

Section 1. The following appropriations are hereby made:

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
HUD Fund	\$-	\$490,892	\$490,892	\$-
Fire Equipment Replacement Fund	5,000		5,000	
Lodging Tax Fund	-	735,000	631,100	103,900
Parking Business Improvement Area Fund	10,000	100,000	110,000	-
Hands On Children's Museum	-	472,700	434,708	37,992
Equipment Rental Replacement Reserve Fund	-	1,658,700	1,394,526	264,174
Unemployment Compensation Fund	14,400	227,300	241,700	-
Insurance Trust Fund	124,500	1,722,500	1,847,000	-
Workers Compensation Fund	65,100	1,569,400	1,634,500	-
Washington Center Endowment Fund	-	5,100	5,100	-
TOTALS	\$214,000 \$219,000	\$6,981,592	\$6,789,526 \$6,794,526	\$406,066

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

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

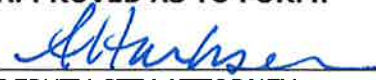
Section 4. Effective Date. This Ordinance shall take effect five (5) days after publication as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED



City Council

Public Hearing on the Program Year 2017 Community Development Block Grant Annual Action Plan

Agenda Date: 6/20/2017
Agenda Item Number: 5.A
File Number: 17-0650

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

Title

Public Hearing on the Program Year 2017 Community Development Block Grant Annual Action Plan

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Hold a public hearing on the Program Year 2017 Community Development Block Grant Annual Action Plan, as part of the 30-day public comment period.

Report

Issue:

Whether to hold a public hearing on the Program Year 2017 Community Development Block Grant Annual Action Plan as part of the 30-day public comment period.

Staff Contact:

Anna Schlecht, Community Service Programs Manager, Community Planning & Development,
360.753.8183

Presenter(s):

Anna Schlecht, Community Service Programs Manager

Background and Analysis:

Overview: On June 6, 2017, the Council reviewed the preliminary draft Program Year (PY) 2017 Community Development Block Grant (CDBG) Annual Action Plan. This draft plan contained the recommendations from General Government Committee for federal CDBG funding during PY 2017 (9/1/17 - 8/31/18). Council directed staff to release the draft PY 2017 CDBG Annual Action Plan for public comment from June 7 - July 7, 2017, which includes tonight's public hearing.

Council ensures that all CDBG-funded activities will be: 1) CDBG eligible as detailed in CFR 24 Part 570; and 2) likely to be completed by the spend-down deadline of June 30, 2018. CDBG regulations are further described in the attached "CDBG Program Regulations" document. Council may also

consider how these recommended activities support regional goals for housing, homeless services, social services and economic development. Additionally, the Council may consider the potential impact of proposed federal budget cuts to reduce or eliminate the CDBG Program.

PY 2017 CDBG Public Timeline and Public Process: The public process for the draft PY 2017 CDBG Annual Action Plan began with the General Government Committee’s (GGC) November 2016 agenda. The General Government Committee held another discussion at their February 3, 2017, meeting and directed staff to hold a CDBG Open House to solicit ideas from CDBG stakeholders. Two Open Houses were held on April 12 and 13, 2017, and followed the Committee’s direction to solicit ideas rather than more formal proposals. A record of the participants and their ideas is attached along with a comprehensive listing itemized as **“Total Requests - PY 2017 CDBG Program”**.

The General Government Committee reviewed the results of the Open Houses and discussed these recommendations at their April 26 meeting. Once the draft PY 2017 Annual Action Plan is completed, the City’s CDBG **“Citizen Participation Plan”** requires that the City holds a public process to allow for a 30-day Citizen Participation Process to solicit public comments, during which a public hearing will be held. An overview of the City’s public process is as follows:

February 3, 2017	General Government Committee review
April 12 & 13, 2017	CDBG Open Houses
April 26, 2017	General Government Committee discusses recommendations
June 6, 2017	Council Action to Start Public Process for Draft Plan
June 7 - July 7, 2017	Public Comment Process
June 20, 2017	TONIGHT: CDBG Amendments Public Hearing
July 11, 2017	Council Approval - Consent Calendar
July 15, 2017	Submit PY 2017 CDBG Annual Action Plan to HUD

Amount and Source of CDBG Funds: The City estimates there will be approximately \$475,000 in CDBG funds for the PY 2017 Annual Action Plan. This includes \$350,000 from the federal CDBG fund distribution, supplemented by an additional \$125,000 in new program income. These funds must be allocated for activities that will expend funds in a timely manner by June 30, 2018 as detailed in the attached **“CDBG Program Regulations”**.

If the City receives additional program income from past housing rehabilitation loans in excess of projections, staff will advise the Council of an opportunity for additional allocations. If less than the anticipated amount of Program Income is received, staff recommends that a lesser amount be allocated to housing rehabilitation activities.

Committee Recommended Activities:

After considering other options, the General Government Committee recommended the following projects for the CDBG Program Year 2017 Action Plan. The recommendations follow the committee’s previous recommendation that the Five-Year CDBG Consolidated Plan strategies prioritize housing rehabilitation and social services, a change from the original priority of economic development established in the initial plan.

The recommendations include the following:

- 1) **90,000 Program Administration** essential to continue the City's CDBG program in a compliant manner with federal requirements.
- 2) **\$65,000 Section 108 Debt Service:** Required repayment of CDBG Section 108 Loan Guarantees which previously funded downtown safety projects (ADA curb cuts and alley lighting projects)
- 3) **\$55,000 CRC Downtown Ambassador Program** Street outreach portion of the walking Ambassador Program that provides referrals and limited services to homeless, mentally ill and other street dependent people. ***Please note: this contains 10% Activity Delivery Costs for staffing. (continuing existing program)***
- 4) **\$75,000 Crime Prevention Through Environmental Design (CPTED) Program** intended to provide loan funds to projects that increase safety and reduce crime downtown. ***Please note: this contains 10% Activity Delivery Costs for staffing. (continuing existing program)***
- 5) **\$100,000 Interfaith Works Day Center** Secure an appropriate location for a potential year-round facility, offering a day center for both cold weather and warm weather. Optionally, the Day Center could ultimately serve as part of a 24/7 facility that provides accommodations for homeless, mentally ill and street dependent people during the day and emergency shelter housing at night. ***(Please note: up to \$35,000 of funding can be utilized for social services and \$65,000 or more must be utilized on facility-related costs such as tenant improvements, long-term lease or property purchase).***
- 6) **\$25,000 Economic Development Council's Business Training program** for low- and moderate-income entrepreneurs and business owners. ***Please note: this contains 10% Activity Delivery Costs for staffing.***
- 7) **\$35,000 Olympia Downtown Association's Business Training and Technical Assistance Program** for low- and moderate-income entrepreneurs and business owners. ***Please note: this contains 10% Activity Delivery Costs for staffing.***
- 8) **\$30,000 - Housing Rehabilitation:** Funding for housing rehabilitation projects that improve the quality of existing housing for low- and moderate-income people. Housing Rehabilitation projects can involve property acquisition if the project includes both purchase and housing rehabilitation. ***Please note: These funds will supplement ongoing housing rehabilitation projects. Contains 10% Activity Delivery Costs for staffing.***

CDBG Background

CDBG Purpose: The Community Development Block Grant (CDBG) Program was created as a "bundled" federal aid program intended to aid the development of viable urban communities, by providing:

- decent housing;
- a suitable living environment; and,
- expanding economic opportunities,

Projects should principally benefit persons of low and moderate income. The program was designed with flexibility to allow communities to determine how to meet the specific local needs of low-moderate income individuals.

CDBG Annual Action Plan Referral: Every year the Council refers the initial review of the CDBG Program to General Government Committee for the purpose of developing recommendations on priorities and the public process for the coming program year.

Options for CDBG-funded Activities: The City is entering its final year of the current CDBG Five-Year Consolidated Plan (2013 - 2017) which identifies the following five key strategies:

- **Housing Rehabilitation - *PRIORITY***
Examples: Renovation of Smith Building to create housing units. Can include both acquisition and rehabilitation as conducted by Homes First!
- **Public Services - *PRIORITY***
Examples: Capital Recovery Center Ambassador Program.
- **Public Facilities**
Examples: Providence Community Care Center.
- **Land Acquisition**
Examples: Purchase of Griswold's Building.
- **Economic Development**
Examples: Business training programs; CPTED Safety projects.

The above five priorities were identified in the City's strategic plan, the Five-Year Consolidated Plan (2013 - 2017). While Housing Rehabilitation and Public Services were identified as the highest priorities for the current annual action plan, the other three identified strategy areas are also eligible. Additionally, the Council could decide to add other CDBG-eligible strategic goals based on current conditions not anticipated at the time of the Five-Year Consolidated Plan development.

Proposed Federal Cuts to the CDBG Program

The federal administration recently released its proposed federal fiscal year 2018 budget (October 1, 2017 - September 30, 2018), which proposes the elimination of the Housing and Urban Development Department's **Community Development Block Grant (CDBG) Program**, and the transfer of all fiscal support for block grant program activities to the State and local level. The Budget also proposes the elimination of HUD's *HOME Investment Partnerships Program*. Both of these programs are the primary sources of funding for the County's Homeless Housing Plan. The City of Olympia's Annual Action Plan years begins September 1, 2017, one month prior to the federal fiscal year. Because of that time difference, and the uncertainty of what the eventually-adopted federal budget

may contain, staff recommends proceeding with public review of the proposed CDBG Annual Action Plan.

Neighborhood/Community Interests (if known):

The federal CDBG Program offers a flexible source of funding to meet a wide variety of affordable housing, social service, economic development and other community development needs. All neighborhoods and community stakeholders have an interest in how CDBG funds are invested in community development programs and projects.

Options:

1. Hold public hearing on the PY 2017 CDBG Annual Action Plan as part of the 30-day public process, June 7th - July 7th, 2017.
2. Choose not to hold public hearing, and delay the release of the PY 2017 CDBG Annual Action Plan. [Note: This option may jeopardize the City's ability to meet HUD-required schedule for adoption of CDBG PY 2017 Action Plan.]

Financial Impact:

Staff estimates there will be approximately \$475,000 in federal CDBG funding that can be included in a PY2017 CDBG Annual Action Plan.

Neighborhood/Community Interests (if known):

The federal CDBG Program offers a flexible source of funding to meet a wide variety of affordable housing, social service, economic development and other community development needs. All neighborhoods and community stakeholders have an interest in how CDBG funds are invested in community development programs and projects.

Attachments:

Draft CDBG PY 2017 Annual Action Plan Citizen Summary
Olympia CDBG Program - Annual Cycle
CDBG Program Regulations



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM PROGRAM YEAR 2017 ACTION PLAN

CITIZEN SUMMARY



Clockwise from top left: Downtown Warming Center, Downtown Ambassador / Street Outreach Program, Business Training, Downtown Safety Projects, Housing Rehabilitation.

OLYMPIA CITY COUNCIL

- Position 1 **Cheryl Selby, Mayor**
- Position 2 **Jessica Bateman**
- Position 3 **Nathaniel Jones, Mayor Pro Tem**
- Position 4 **Clark Gilman**
- Position 5 **Julie Hankins**
- Position 6 **Jeannine Roe**
- Position 7 **Jim Cooper**

CITY OF OLYMPIA STAFF

Community Planning & Development Department

- Director **Keith Stahley**
- Deputy Director **Leonard Bauer**
- Business Manager **Karen Kenneson**
- Housing Program Manager **Anna Schlecht**
- Housing Program Assistant **Tiffany Reid**

To request a copy of this publication in an alternative format, please contact **Tiffany Reid** at 360.753.8062, treid@ci.olympia.wa.us.

Program Year 2017 Community Development Block Grant Annual Action Plan
FOCUS: Social Services & Housing Rehabilitation

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

The City of Olympia identified two strategic goals for this program year – **Social Services** and **Housing Rehabilitation**; however the City will continue to work on **Economic Development** as well. Following is a four-page “Citizen’s Summary” with key information from the **Olympia Community Development Block Grant Program Year (PY) 2017 Annual Action Plan**, which runs from September 1, 2017 - August 31, 2018.

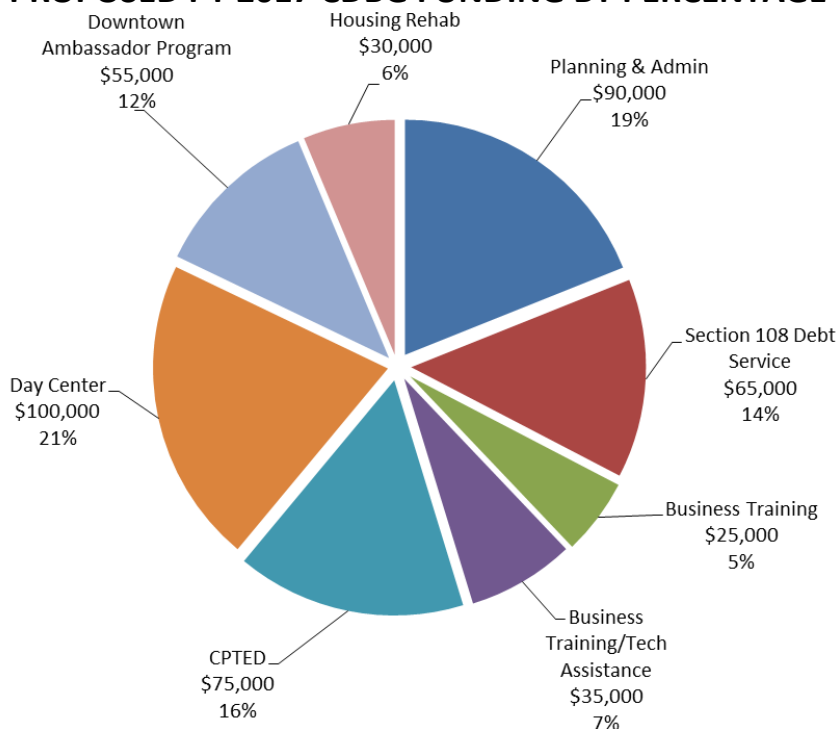
PROPOSED CDBG-FUNDED ACTIVITIES

The following activities will receive funding during the PY 2016 Program Year:

\$30,000*	Housing Rehabilitation
\$100,000	Community Center – Interfaith Works Year-round Day-Center
\$75,000	CPTED** Downtown Safety & Façade Improvement
\$35,000*	Micro Enterprise Training & Assistance – Olympia Downtown Assn.
\$25,000*	Small Business Assistance – Economic Development Council
\$55,000*	Downtown Ambassador Program
\$65,000	HUD Section 108 Loan Re-payment - Required
\$90,000	Program Administration - Required
\$475,000	TOTAL PROPOSED PY 2016 CDBG FUNDING

*Includes estimated 10% “Activity Delivery Costs” (ADC) necessary for managing these programs
 **Crime Prevention through Environmental Design (CPTED)

PROPOSED PY 2017 CDBG FUNDING BY PERCENTAGE



PUBLIC COMMENT

The public comment period runs from June 7 – July 7, 2017, offering the following options:

- **Written comments** care of the Olympia City Council, 601 4th Ave E, Olympia, WA 98501
- **Emails** via councilmembers@ci.olympia.wa.us,
- **Phone calls** to the City Council at 360-753-8244
- **Public hearing** - 7 pm, Tuesday June 20th at Olympia City Hall.

ANTICIPATED RESOURCES

The City anticipates the following financial resources:

\$350,000	New CDBG entitlement funds will be allocated to Olympia for PY 2017
<u>\$125,000</u>	<u>Anticipated Program Income</u>
\$475,000	Total anticipated resources for the PY 2017 CDBG Program

OTHER RESOURCES

In calendar year 2017, the City of Olympia also allocated \$77,568 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 are 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 2017 the following calculation summarizes social services spending:

\$616,584	Total CDBG funds for Social Service cap calculation
	<i>Potential 15% maximum available for social service allocations = \$92,488</i>
\$55,000	9% Proposed Social Services Allocations (<i>Downtown Ambassador Program</i>)

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

\$385,000	CDBG Activities (<i>identified above</i>)
\$ 90,000	General Administration – 19% of total funds (<i>regulatory cap = 20%</i>)
<u>\$ 0</u>	<u>Direct Service Delivery Expenses (<i>no funds allocated</i>)</u>
\$475,000	Total PY 2017 Projected Expenditures

Geographic Distribution

70% Benefit to Low and 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.

In PY2017 the City of Olympia will direct 100% of CDBG funds to projects and programs benefiting those with low- to moderate-incomes (LMI) and to economic development projects. All projects benefiting geographical areas will be located in designated low- to moderate-income areas.

BENEFICIARIES

Federal regulations require that CDBG funds primarily benefit low and moderate income (LMI) people, with 70% of the funds assisting LMI people and households. The following chart presents those that this year's funding will benefit:

Recipient	Project	Outcomes	Strategic Goal(s) Met	HUD CDBG Objective(s) Met	Proposed PY 2016 Award
	Planning & Administrative Costs	Staffing required to run a compliant program			\$90,000
	Section 108 Debt Service	Repayment on a prior year Section 108 loan			\$65,000
Economic Development Council	Business Training	"Tune-Up" Business Training	Economic Development	Low/mod limited clientele, microenterprise (LMCMC)	\$25,000*
Olympia Downtown Association	Business Training & Technical Assistance	Downtown based training and technical assistance	Economic Development	Low/mod area benefit (LMA)	\$35,000*
TBD	Crime Prevention Through Environmental Design	Various downtown safety projects (alley lighting, alcove gates, security lighting/cameras, etc.)	Economic Development	Low/mod area benefit (LMA)	\$75,000*
Interfaith Works	Interfaith Works Year-round Day Center	Combined warming center and year-round center	Public Facilities	Low/mod limited clientele benefit (LMC)	\$100,000*
Capital Recovery Center	Downtown Ambassador Program	Street outreach, referrals and other assistance to homeless, street-dependent and mentally ill people	Social Services	Low/mod limited clientele benefit (LMC)	\$55,000*
TBD	Housing Rehabilitation**	Housing rehabilitation projects	Housing Rehabilitation	Low/mod housing benefit (LMH)	\$30,000*
Total:					\$475,000
* Includes Activity Delivery Costs (ADC)					
** Housing Rehab sub-total to be indexed to actual program income receipts					

AMBASSADOR PROGRAM

The Capital Recovery Center's Ambassador Program provides street outreach and referrals for street dependent people who are homeless or living with mental illness

For more information on the Olympia Community Development Block Grant Program:

M. Anna Schlecht
 Olympia Housing Program Manager
aschlecht@ci.olympia.wa.us | 360.753.8183



OLYMPIA CDBG PROGRAM – ANNUAL CYCLE

PROGRAM YEAR ENDS

PROGRAM YEAR STARTS



SUBMIT ANNUAL ACTION PLAN

PREPARE ANNUAL REPORT (CAPER)

JUL

OCT

ANNUAL REPORT (CAPER)
PUBLIC HEARING

COUNCIL DEVELOPS GOALS FOR CDBG

CITY OF OLYMPIA COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

SUBMIT ANNUAL REPORT (CAPER)

NOV

ANNUAL MILESTONES

- COUNCIL ACTION
- PUBLIC PROCESS
- COMPLIANCE

- **REVIEW:** Council Review of Process and Priority Strategies for coming Program Year

DEC

JAN

JUN

APPROVE ANNUAL ACTION PLAN

ANNUAL ACTION PLAN PUBLIC HEARING

MAY

DEVELOP DRAFT ANNUAL ACTION PLAN

APR

MAR

FEB

RECOMMENDATIONS 4/26/17:
Forward to Council for Annual Action Plan

Community Development Block Grant Program – Federal Regulations

Following is a listing of key regulations that affect the Olympia's Community Development Block Grant (CDBG) Program:

1. **Eligible Activities:** CDBG funds must be allocated for clearly identified, specific projects or programs that meet federal regulations for eligible activities (CFR 24 Part 570).
2. **Timely Use of Funds:** HUD regulations stipulate that the City spend CDBG funding in a *“timely manner” and not to be “Banked” indefinitely for the future.* Specifically, the regulations require the City to *“spend down”* to 1.5 times its current grant. The regulatory intent is to ensure that tax-payers money is used promptly to meet community needs. In PY 2017, the ***initial target amount is to spend down to \$525,000 by June 30, 2018.*** Because of the difficulty in estimating CDBG Program Income, the City often amends its current Annual Action Plan at some point during the program fiscal year in order to fund projects that will expend money in a timely fashion.
3. **Social Services Cap:** Funds for direct social services are capped at 15% of total CDBG expenditures. However, the City is not required to fund social services each year.
4. **Administration Cost Cap:** The City can only spend 20% of total funds on general administration of the CDBG Program. However each activity line item can include the direct costs of activity management. Typically, the cost of activity delivery is estimated at up to 10% of the total activity cost.
5. **Benefit to Low & Moderate Income People:** Over a rolling 3-year period, at least 70% of the City's CDBG expenditures must provide benefit to low-to-moderate income people.