



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, May 9, 2017

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [17-0500](#) Special Recognition - Governor's Volunteer Service Award Recipient

2.B [17-0489](#) Special Recognition - Proclamation Recognizing Preservation Month

Attachments: [Proclamation](#)

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 [17-0519](#) Approval of May 2, 2017 City Council Meeting Minutes

Attachments: [Minutes](#)

4.B [17-0499](#) Approval of Multi-family Housing Limited Property Tax Exemption

Agreement for 924 State Avenue NE

Attachments: [Agreement](#)

- 4.C [17-0498](#) Approval of Resolution to Authorize Interlocal Agreement for Conducting the Countywide Fair Housing Assessment

Attachments: [Resolution](#)
[Agreement](#)

- 4.D [17-0511](#) Approval of Resolution Authorizing an Interlocal and Confidentiality Agreement for Public Disclosure Commission Guidance

Attachments: [Resolution](#)
[Agreement](#)

4. SECOND READINGS

- 4.E [17-0157](#) Approval of an Ordinance Approving a Street Vacation Petition for a Portion of Alley Adjacent to 210 State Ave NW

Attachments: [Ordinance](#)
[Petition](#)
[Exhibits](#)
[Vicinity Map](#)

- 4.F [17-0485](#) Approval of Ordinance Amending Olympia Municipal Code Section 10.16.270, Penalties

Attachments: [Ordinance](#)

4. FIRST READINGS - None

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A [17-0502](#) Approval of Funding for Downtown Sanitation Master Plan Development

Attachments: [Sanitation Master Plan Scope](#)
[Sanitation Master Plan Proposal](#)

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 Council

Special Recognition - Governor's Volunteer Service Award Recipient

Agenda Date: 5/9/2017
Agenda Item Number: 2.A
File Number: 17-0500

Type: recognition **Version:** 2 **Status:** Recognition

Title

Special Recognition - Governor's Volunteer Service Award Recipient

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize Roberta Woods, longtime volunteer for Olympia Parks, Arts, and Recreation, as a recipient of the 2017 Governor's Volunteer Service Award.

Report

Issue:

Whether to recognize 2017 Governor's Volunteer Service Award Winner Roberta Woods, a longtime volunteer for Olympia Parks, Arts, and Recreation

Staff Contact:

Jennifer Gessley Gayman, Program Specialist, Park Stewardship, 360.753.8365
Jonathon Turlove, Associate Director, Parks, 360.753.8068

Presenter(s):

Jennifer Gessley Gayman, Program Specialist

Background and Analysis:

Roberta Woods is a longtime volunteer for the Parks, Arts and Recreation department, contributing to the maintenance and restoration of Olympia's parks. Her contributions go back more than 15 years to the early 2000's. Last year alone, Ms. Woods dedicated over 200 volunteer hours. Not only does she attend the group work parties, but she independently stewards both Bigelow Park and Lions Park. This year, she impressed staff once again by taking on stewardship of a third park, the Springwood Parcel (formerly Zabel's Rhododendron Garden).

Ms. Woods' environmental activism does not end there. She is also a volunteer for Stream Team and an active member of the Woodland Trail Greenway Association, volunteering her time at the Olympia Woodland Trail as well.

Type: recognition **Version:** 2 **Status:** Recognition

Based on her extraordinary commitment to Olympia's parks, Ms. Woods recently received the Serve Washington, Governor's Volunteer Service Award. She was one of just 15 recipients statewide to receive this prestigious award.

Neighborhood/Community Interests (if known):

N/A

Options:

N/A

Financial Impact:

None

Attachments:

None



City Council

Special Recognition - Proclamation Recognizing Preservation Month

Agenda Date: 5/9/2017
Agenda Item Number: 2.B
File Number: 17-0489

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

Title

Special Recognition - Proclamation Recognizing Preservation Month

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize May as Preservation Month in the City of Olympia.

Report

Issue:

Whether to recognize May as Preservation Month in Olympia.

Staff Contact:

Michelle Sadlier, Historic Preservation Officer, Community Planning & Development, 360.753.8031

Presenter(s):

Michelle Sadlier, Historic Preservation Officer
Holly Davies, Outgoing Chair, Olympia Heritage Commission
Katherine Kelly, Incoming Chair, Olympia Heritage Commission

Background and Analysis:

Since 1973, the National Trust for Historic Preservation and local preservation groups have celebrated Preservation Month each May. The long-standing goals of this annual event are:

- To promote historic places to instill national and community pride,
- To promote heritage tourism, and
- To show the social and economic benefits of historic preservation.

This year, the Olympia Heritage Commission has selected for its theme our community's very own shellfish: the Olympia Oyster.

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

Building on last year's successful partnering with other community organizations on Preservation Month, the Commission is working with a number of groups to plan events later in May to highlight the importance of the Olympia Oyster to the people, landscapes, and economy of our region. This year's community partners include the Olympia Historical Society and Bigelow House Museum, Olympia Archaeological Society, Washington State Archives, and a number of local businesses. Details on the events will be provided to the City Council at tonight's meeting.

Neighborhood/Community Interests (if known):

General community interest in protecting the historic places that give our city its unique character and tell the story of our past.

Financial Impact:

Staff time included in base budget.

Attachments:

Proclamation

PROCLAMATION

WHEREAS, the Olympia Heritage Commission works with other community partners to celebrate the places that tell the stories of our history and culture; and

WHEREAS, this year's focus is the Olympia Oyster, the only oyster native to the west coast of North America; and

WHEREAS, the ancestors of the Squaxin Island and other regional tribes were early leaders in the harvesting and trade of the Olympia Oyster; and

WHEREAS, European-American, Chinese, and Japanese people joined in the 19th-century expansion of the South Sound oyster industry, contributing to Olympia's booming economy; and

WHEREAS, the state capital's popular oyster houses were known throughout Washington as being the places where political deals were made, giving the Olympia Oyster the nickname, "succulent lobbyist"; and

WHEREAS, the increase in water pollution and introduction of other oyster varieties in the early 20th century led to the widespread decline of the Olympia Oyster; and

WHEREAS, the Olympia Oyster has made a comeback thanks to the work of regional oyster farmers, tribes, and conservationists; and

WHEREAS, in addition to be an economic driver, our shoreline is a cultural landscape that is enjoyed by people from around our region; and

WHEREAS, celebrating the places that tell the story of the Olympia Oyster weaves together our past, present, and future experience of our distinctive shoreline;

NOW THEREFORE, BE IT RESOLVED, that the Olympia City Council does hereby proclaim May 2017 to be

PRESERVATION MONTH

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 9th DAY OF

MAY, 2017.

OLYMPIA CITY COUNCIL

***Cheryl Selby
Mayor***



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

City Council

Approval of May 2, 2017 City Council Meeting Minutes

Agenda Date: 5/9/2017
Agenda Item Number: 4.A
File Number: 17-0519

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

Title

Approval of May 2, 2017 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, May 2, 2017

7:00 PM

Council Chambers

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Nathaniel Jones, Councilmember Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Julie Hankins and Councilmember Jeannine Roe

1.A ANNOUNCEMENTS

Mayor Selby read a statement regarding the the events that occurred on May Day. She asked City Manager Steve Hall to update the Council on activities related to the events. Mr. Hall noted there were nine people arrested and he shared the names of those in custody. He asked for the community to share any information they may have to assist in the investigation.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [17-0483](#) Special Recognition - National Correctional Officers Week

Jail Manager Chandra Brady discussed the work of the City's Corrections Officers. Each officer introduced themselves. Ms. Brady shared the successful work, community involvement and awards obtained by the Officers.

Councilmembers thanked them for their service.

The recognition was received.

2.B [17-0406](#) Special Recognition - Proclamation Recognizing Bicycle Commuter Month

Senior Program Specialist Michelle Swanson discussed the Bicycle Commuter Challenge. Councilmember Gilman read a proclamation recognizing Bicycle Commuter month.

Duncan Green of Intercity Transit thanked Councilmembers for supporting biking in our community and noted May is also National Bike month.

The recognition was received.

2.C [17-0464](#) Special Recognition - City of Olympia Awards and Recognitions

Strategic Communications Director Kellie Purce Braseth discussed several recognitions the City of Olympia has received including being recognized as number 4 on the list of 100 best places to live by livability.com.

The recognition was received.

3. PUBLIC COMMUNICATION

The following people spoke: Franz Kilmerschultz, C Davis and Paul Shepard.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)**4. CONSENT CALENDAR****4.A** [17-0490](#) Approval of April 25, 2017 City Council Meeting Minutes

The minutes were approved.

4.B [17-0484](#) Approval of Appointment to the Utilities Advisory Committee to Fill a Vacancy

The decision was approved.

4.C [17-0388](#) Recognition and Endorsement of the Thurston Community Economic Alliance Strategic Plan

The decision was approved.

4. SECOND READINGS - None**4. FIRST READINGS****4.D** [17-0485](#) Approval of Ordinance Amending Olympia Municipal Code Section 10.16.270, Penalties

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

Approval of the Consent Agenda

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

Aye: 7 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Hankins and Councilmember Roe

5. PUBLIC HEARING - None**6. OTHER BUSINESS****6.A [17-0366](#) Approval of 2017 Percival Plinth Project Sculpture Recommendations**

Arts Program Manager Stephanie Johnson and Arts Commissioner Diana Fairbanks presented the proposed 2017 Percival Plinth Project sculptures.

Councilmembers asked clarifying questions.

Councilmember Roe, seconded by Councilmember Hankins, moved to approve 15 sculptures and 2 alternates for the 2017 Percival Plinth Project.

Aye: 7 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Hankins and Councilmember Roe

6.B [17-0486](#) Approval of Arts, Cultures and Heritage Program Scope of Work and Funding for an RFP

Mr. Hall reviewed the Request for Proposal (RFP) for the development of an Arts, Cultures and Heritage (ARCH) Program. He noted the City Council previously approved \$50,000 for the study and referred the review of the Scope of Work and RFP to the Finance Committee.

Mr. Hall reviewed several changes to the RFP. Most significantly, the RFP amount was reduced from \$50,000 to \$47,500 to reflect the fact the Economic Development Council will be completing the Creative Vitality Index (\$2500) and not the RFP awardee.

Councilmembers asked clarifying questions.

Mayor Selby thanked the Finance Committee for their review of the Scope of Work and RFP.

Mayor Pro Tem Jones, seconded by Councilmember Cooper, moved to approve the amended Finance Committee recommendation to approve the Arts, Cultures and Heritage (ARCH) Scope of Work and \$47,500 in funding to hire a consultant through a Request for Proposals process.

Aye: 7 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Hankins and Councilmember Roe

6.C [17-0480](#) Approval to Conduct a Citizen Survey Concerning Public Safety and Affordable Housing Needs

Mr. Hall discussed the proposed citizen survey to test public support for public safety

and affordable housing needs. He noted the survey was developed to test public interest while avoiding language that could bias responses. The survey would be administered via telephone to 400 households and online surveys to at least 100 citizens.

Mr. Hall reviewed several language changes on the draft survey.

Councilmembers asked clarifying questions.

Councilmember Cooper, seconded by Councilmember Gilman, moved to direct staff to enter into a professional services contract with Elway Research to conduct a scientifically valid survey to test public support for affordable housing and public safety needs.

Aye: 7 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Hankins and Councilmember Roe

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

Mr. Hall reported on May 5, Arts Manager Stephanie Johnson will be honored by the Soroptimists of Olympia at the South Sound Exceptional Woman Awards Banquet.

9. ADJOURNMENT

The meeting adjourned at 8:20p.m.



City Council

Approval of Multi-family Housing Limited Property Tax Exemption Agreement for 924 State Avenue NE

Agenda Date: 5/9/2017
Agenda Item Number: 4.B
File Number: 17-0499

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

Title

Approval of Multi-family Housing Limited Property Tax Exemption Agreement for 924 State Avenue NE

Recommended Action

Not referred to a committee.

City Manager Recommendation:

Move to approve the attached Multi-family Housing Limited Property Tax Exemption Agreement and authorize the City Manager to execute the agreement with 924 State, LLC.

Body

Issue:

Whether to enter a Multi-family Housing Limited Property Tax Exemption Agreement for four new residential apartments located at 924 State Avenue NE.

Staff Contact:

Leonard Bauer, Deputy Director Community Planning & Development, 360.753.8206

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Mixed Use Project.

924 State, LLC, (represented by Mr. Mike Auderer), is constructing a three-story mixed use building at 924 State Avenue NE (the site of the previously-approved Tanasse building). The exterior of the building is nearly identical to the previously-approved building. On the interior, the project now consists of three market-rate residential apartments on the first floor, a 2,656 square foot medical office on the second floor, and one market-rate apartment on the third floor. The building is approximately 8,110 sq. ft. and is currently under construction. 924 State, LLC seeks the eight-year tax exemption for the four market rate units.

Tax Exemption Code.

State law authorizes the City of Olympia to adopt a multi-family housing tax exemption program (RCW 84.14). The Multi-Family Tax Exemption provisions contained in Olympia Municipal Code Chapter 5.86 were first passed in August 1997 (Ordinance 5713) with a 10-year property tax exemption for downtown multi-family projects. The ordinance was amended in December 1997 (Ordinance 5734) to add new residential target areas. The State Legislature revised the 10-year exemption into an 8-year market rate or 12-year affordable housing tax exemption. On January 26, 2009, the City Council adopted the 8- and 12-year provisions along with refinements to the residential target areas (Ordinance 6618).

The primary purpose for the law is to provide added incentives to promote construction of housing in key target areas defined within the ordinance. The property tax exemption applies to only the increased value of building housing (new construction). The exemption does not apply to the land or costs associated with any non-housing improvements. The four apartments meet all the requirements to be eligible for a tax exemption, including:

- The housing is located in the Eastside Target Area, which is one of three designated residential target areas adopted by the City Council;
- 50 percent of the space or more is for permanent residential occupancy;
- Four or more new housing units are created;
- The project complies with the City's comprehensive plan, building and zoning codes;
- The construction/rehabilitation will be completed within three years of approval of the application;
- The property was vacant at least 12 months prior to application; and
- No tenant displacement occurred.

Neighborhood/Community Interests (if known):

The project is adjacent to the north of the Bigelow Neighborhood Association. Several neighbors and other city residents had opposed the original Tanasse project proposal; however, that project had been approved after a public hearing by the City of Olympia Hearing Examiner. The current project carries forward the exterior building plans of that previously-approved project.

Options:

1. Move to approve the Multi-family Housing Limited Property Tax Exemption Agreement and authorize the City Manager to execute the agreement with 924 State, LLC.
2. Remove this item from the Consent Calendar and provide further direction to staff.

Financial Impact:

Property taxes will continue to be paid on the underlying property and the non-residential portion of the new construction (estimated to be \$360,000). The value of the residential improvements (estimated to be \$740,000) will be exempt from ad valorem tax for eight years after completion of construction.

Attachment:
Agreement

**MULTI-FAMILY HOUSING
LIMITED PROPERTY TAX EXEMPTION AGREEMENT**

THIS AGREEMENT is entered into as of the date of the last authorizing signature affixed hereto, by and between 924 State LLC, hereinafter referred to as the “Applicant” and the City of Olympia, Washington, a municipal corporation hereinafter referred to as the “City”.

WHEREAS, the City has an interest in encouraging new construction or rehabilitation of multi-family housing in Residential Target Areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use; and

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various Residential Target Areas for the provision of a limited property tax exemption for new multi-family residential housing; and

WHEREAS, the City has, through Olympia Municipal Code Chapter 5.86, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Thurston County Assessor-Treasurer that the owner is eligible to receive a limited property tax exemption; and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing four (4) units of new multi-family residential housing in the Eastside Residential Target Area; and

WHEREAS, the Applicant has submitted to the City preliminary site plans and floor plans for new multi-family residential housing to be constructed on property situated approximately at 924 State Avenue East, Olympia, WA 98506 and described more specifically as follows:

County Assessor’s Parcel Number: 78202700700

Legal Description: Lot 7 in Block 27 of Swan’s Addition to Olympia as Recorded in Volume 1 of Plats, Page 37, Records of Thurston County, WA

Street Address: 924 State Avenue East, Olympia, WA “Site”

WHEREAS, the Director of the Department of Community Planning and Development has determined that the improvements will, if completed and operated as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; and

WHEREAS, the Olympia Municipal Code requires an applicant for a limited property tax exemption to enter into a contract with the City, in which the applicant agrees to implement the proposed project on terms satisfactory to the Olympia City Council so as to maintain the improvements’ eligibility for the limited property tax exemption;

NOW, THEREFORE, in exchange for the City's consideration of the applicant's request for a Final Certificate of Tax Exemption, the Applicant and the City mutually agree as follows:

1. Each of the recitals set forth above are by this reference incorporated into this Agreement as fully set forth herein.
2. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
3. The Applicant shall construct on the site multi-family residential housing substantially as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City approval of this Agreement. In no event shall such construction provide fewer than four new multi-family permanent residential units nor shall it provide fewer than half of its total residential units as permanent housing.
4. The Applicant shall complete construction of the agreed upon improvements within three (3) years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension thereof granted by the City.
5. The Applicant shall, upon completion of the improvements and upon issuance by the City of a temporary or permanent Certificate of Occupancy, file with the City's Community Planning and Development Department the following:
 - A. A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - B. A description of the completed work and a statement of qualification for the exemption; and
 - C. A statement that the work was completed within the required three-year period or any authorized extension.
6. Upon the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the applicant's filing of the materials described in Paragraph 5 above, and upon the City's approval of a Final Certificate of Tax Exemption, the City shall file the Final Certificate with the Thurston County Assessor-Treasurer.
7. The Applicant shall, within thirty days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight (8) years, file a notarized declaration with the City's Community Planning and Development Department indicating the following:
 - A. A statement of occupancy and vacancy of the multi-family units during the previous year;
 - B. A certification that the property continues to be in compliance with this Agreement; and
 - C. A description of any subsequent improvements or changes to the property.

8. If, during the term of any Final Certificate of Tax Exemption, the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Thurston County Assessor-Treasurer and the City's Department of Community Planning and Development, in writing, within sixty (60) days of such change in use. The City may, in its sole discretion, revoke and cancel the Final Certificate of Tax Exemption effective on the date of the Applicant's conversion of any of the multi-family residential housing units to another use.
9. The applicant shall notify the City promptly of any transfer of the Applicant's ownership interest in the Site or in the improvements made to the Site under this Agreement.
10. In addition to any other powers reserved to the City by law the City may, in its sole discretion, cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement.
11. No modifications of the Agreement shall be made unless mutually agreed upon by the parties in writing.
12. The venue for any dispute related to this Agreement shall be Thurston County, Washington.
13. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting terms or clause, and to this end, the terms of the Agreement are declared to be severable.

*****SIGNATURES APPEAR ON THE FOLLOWING PAGES*****

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF OLYMPIA

By: _____
Steven R. Hall, City Manager Date _____

APPROVED AS TO FORM:

By:  _____
Deputy City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

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

WITNESS my hand and official seal hereto affixed on _____.

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



City Council

Approval of Resolution to Authorize Interlocal Agreement for Conducting the Countywide Fair Housing Assessment

Agenda Date: 5/9/2017
Agenda Item Number: 4.C
File Number: 17-0498

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

Title

Approval of Resolution to Authorize Interlocal Agreement for Conducting the Countywide Fair Housing Assessment

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve a resolution authorizing the City Manager to execute an Interlocal Agreement with Thurston County for the purpose of conducting a Countywide Assessment of Fair Housing as per federal Housing and Urban Development (HUD) regulations.

Report

Issue:

Whether to approve resolution to authorize authorize the City Manager to execute an Interlocal Agreement with Thurston County for the purpose of City of Olympia conducting the Countywide Assessment of Fair Housing, as per federal HUD regulations.

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Federal History: Fair Housing is founded on the belief that fair housing choice is a fundamental value in the United States. The federal **Fair Housing Act of 1968** established federal-level protections to address discrimination for households that rent, buy, or secure financing for any housing. The initial protections specifically covered discrimination based on race, color, national origin. Over the years, congress added other federally protected classes to include: religion, sex, disability and the presence of children.

State and Local History: At the state and local levels, other protected classes were added over the years to address other groups of people who experienced housing discrimination, including protections based on: sexual orientation, gender identity, veteran status and other classes. Very recently, efforts to protect low-income people using state or federal housing subsidies have been added in some jurisdictions to protect people on the basis of “source of income.” This protected class - source of income - has been added in both Olympia and Tumwater in an effort to provide fair housing choice for low income people. Beyond the fair housing issues, this type of discrimination defeats one of the key tools for addressing homelessness and need for low-cost housing. If housing subsidies are rejected, many households will remain homeless.

Regulatory Changes: Recent changes to HUD Regulations now require all recipients of federal Community Development Block Grant (CDBG) and HOME Program funds to conduct an Assessment of Fair Housing (AFH) with recommendations that will guide their multi-year strategic plans known as the “CDBG Annual Action Plan.” This AFH process replaces the previous approach titled the “Analysis of Impediments to Fair Housing” (AI). One of the key changes is a new requirement to analyze demographic maps that present US Census information about the geographic distribution of people based on race, culture, income and handicap status. The AFH requires specific strategies to address areas of concentration. The regulations also call for an examination of ways that investment of federal housing dollars may have contributed to the concentration of low-income people of color and/or handicap status.

Partnership with Thurston County: The City and County work together on planning and reporting for the federal CDBG and HOME Programs. This includes developing the Consolidated Plan, the Annual Action Plans, and the annual reports for the CDBG and HOME programs. This year, the City and County will work together to conduct the Assessment of Fair Housing. Given the City’s limited administrative funding and the shared need to conduct the AFH, the County wishes to contract for services with the City to perform this work. The Interlocal Agreement identifies that the City will provide \$4,500 from our CDBG administrative funds for our pro-rata share of the expense, and the County will provide its pro-rata share of \$19,500 payable to the City to conduct the AFH. The proposed resolution to authorize this Interlocal Agreement is attached.

AFH Value for Other City Initiatives: The primary purpose of the AFH is to produce recommendations to guide the CDBG Consolidated Planning process for the next Five-Year Plan (2018 - 2022). However, the AFH process will also produce useful information on affordable housing, zoning and other issues that will be highly relevant to the City’s “Missing Middle” project as well as provide deeper information for the Council’s Ad Hoc Committee on Housing Affordability (AHCOHA). The final report will also provide valuable information for the County’s Five Year Homeless Housing Plan, which will be brought up for its first annual review in early 2018.

Neighborhood/Community Interests (if known):

All Olympia neighborhoods have a compelling interest in Fair Housing to ensure that Olympia residents as well of those residents of Thurston County can live, work and raise their families in the neighborhoods they choose.

Options:

- 1) Approve resolution to authorize the City Manager to execute an Interlocal Agreement with Thurston County for the purpose of the City of Olympia conducting a Countywide Assessment

of Fair Housing as per federal Housing and Urban Development (HUD) regulations.

- 2) Do not approve resolution to authorize the City Manager to execute an Interlocal Agreement with Thurston County for the purpose of City of Olympia conducting a Countywide Assessment of Fair Housing. This option would require the City to conduct its own Assessment of Fair Housing or risk violation of federal Housing and Urban Development (HUD) regulations.

Financial Impact:

This Interlocal Agreement will require that the City dedicate \$4,500 of its Program Year 2016 and 2017 administrative funding for the AFH. It will also bring in \$19,500 from the County to support this work for a total budget of \$24,000.

Attachments:

Interlocal Agreement for Assessment of Fair Housing PLAN 2018 - 2022
Resolution to Authorize Approval for Fair Housing Interlocal Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT AMONG THE CITY OF OLYMPIA AND THURSTON COUNTY FOR THE PURPOSE OF CONDUCTING A COUNTYWIDE ASSESSMENT OF FAIR HOUSING

WHEREAS, the City of Olympia values equal housing opportunity; and

WHEREAS, the City of Olympia takes a proactive approach to fostering cultural and racial diversity throughout our region; and

WHEREAS, Thurston County and the City of Olympia must jointly develop an Assessment of Fair Housing for submission to the federal Department of Housing and Urban Development (HUD) prior the start of the next five-year strategic planning process, termed the Consolidated Plan, which will be due to HUD by July 15, 2018; and

WHEREAS, City staff possess expertise in the field of Fair Housing; and

WHEREAS, The City of Olympia believes that affordable housing is a key element of fostering fair housing; and

WHEREAS, the City of Olympia sees an opportunity to utilize some activities related to the Assessment of Fair Housing to further goals for the City's Ad Hoc Committee for Housing Affordability;

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

1. The Olympia City Council hereby approves the attached form of Interlocal Agreement with Thurston County for the purpose of conducting a Countywide Assessment of Fair Housing and the terms and conditions contained therein.
2. The City Manager is directed and authorized to execute the attached Interlocal Agreement on behalf of the City of Olympia, and to make any minor modifications as may be required and are consistent with the intent of the attached Interlocal Agreement, or to correct any scrivener's errors.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

**AGREEMENT TO PERFORM GOVERNMENTAL SERVICES
BETWEEN
THURSTON COUNTY, CITY OF OLYMPIA AND THURSTON COUNTY HOUSING
AUTHORITY FOR PRODUCING THE THURSTON COUNTY 2018-2022 ASSESSMENT OF
FAIR HOUSING PLAN**

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

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

NOW, THEREFORE, in consideration of the mutual promises contained herein, Thurston County and the City of Olympia and the Thurston County Housing Authority agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to allow Thurston County, the City of Olympia and the Housing Authority of Thurston County to enter into a technical services contract for the following purposes:

Prepare the 2018-2022 Thurston County Five-Year, Regional Assessment of Fair Housing Plan, required by federal Housing and Urban Development and described in the HUD Guidance “A practical Guide to Affirmatively Furthering Fair Housing”, including:

- Collecting and analyzing data for the entirety of Thurston County inclusive of all jurisdictions who receive or are party to HUD funding;
- Reviewing source documents and best practices from other jurisdictions;

- Designing and conducting a survey of stakeholders,
- Writing, editing and producing two drafts (first and final) of the Assessment Fair Housing Plan for submission to HUD by December 15, 2017.

II. Definitions

In this Agreement, the following words shall have the meanings set forth below:

“COUNTY” shall mean Thurston County, Washington.

“CITY” shall mean the City of Olympia.

“AUTHORITY” shall mean the Thurston County Housing Authority

“AFH PLAN” shall mean the Assessment of Fair Housing Plan required by the federal Department of Housing and Urban Development.

III. Scope of Agreement/Work

The full scope of agreement/work is attached as Exhibit A and incorporated herein by reference. A summary of key responsibilities for the COUNTY, the AUTHORITY and the CITY follows:

A. Responsibilities of **COUNTY** and the **AUTHORITY** shall be as follows:

- Provide programmatic knowledge and data if available regarding program operations;
- Provide data, other materials and stakeholder contact information;
- Prompt review of **CITY** products to stay on project timeline; and,
- General project management and oversight.

B. Responsibilities of the **CITY** shall be as follows:

- Project scoping, coordination and support;
- Data collection, written analysis and table production;
- Participate in public meeting(s) and hearing(s);
- Conduct stakeholder consultation through surveys;
- Produce first draft of the AFH PLAN;

- Incorporate public comments and responses and changes from the COUNTY or the AUTHORITY into the second (final) draft of the AFH PLAN;
- Make any HUD required corrections in a timely and compliant manner to the final submitted copy of the AFH PLAN in the event HUD returns the document for correction.

IV. Payment (or Funding/Costs/etc.)

Payment for services rendered through the execution of this **contract shall not exceed \$24,000 as follows:**

A. **CITY** shall prepare, research and create and provide a Thurston County Regional AFH PLAN contributing \$4,500 in staffing, labor, materials, training, travel and other related expenses on behalf of COUNTY and AUTHORITY and CITY.

B. **COUNTY** shall pay an amount not to exceed \$9,750 to the city of Olympia based on monthly invoices for eligible activities.

C. **AUTHORITY** shall pay an amount not to exceed \$9,750 to City of Olympia based on monthly invoices for eligible activities.

V. Method of Payment

A. The **CITY** shall invoice the **COUNTY** and the **AUTHORITY** monthly, with invoices clearly itemizing Agreement activities and work products delivered.

B. Upon completion of the work set forth in each invoice, payment will be made by the **COUNTY** and the **AUTHORITY** within thirty (30) days of receipt of that invoice from the **CITY**.

VI. Indemnification & Insurance

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

VII. Relationship of the Parties

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. This Agreement is for the benefit of the parties, and no third party beneficiary relationship is intended. No separate legal entity is created by this Agreement. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

VIII. Duration of Agreement

This Agreement shall commence as of the Effective Date set forth below. This Agreement will remain in effect until March 31, 2018 unless otherwise terminated in the manner described under the termination section of this Agreement.

IX. Termination of Agreement

This Agreement may be terminated upon thirty days' written notice to the other parties using the method of notice provided for in this Agreement. If this Agreement is so terminated the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

X. Entire Agreement

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

XI. Filing

Prior to its entry into force, this Agreement shall be filed in accordance with RCW 39.34.040.

XII. Notice

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

THURSTON COUNTY

Attn: **Gary Aden, Housing Program Manager, Thurston County**

Re: Interlocal Agreement with the Thurston County

412 Lilly Road NE

Olympia, WA 98506-5132

The City of Olympia

Attn: **Anna Schlecht, Housing Program Manager, City of Olympia**

Re: Interlocal Agreement with the Thurston County

601 4th Avenue East

Olympia, WA 98507

Thurston County Housing Authority

Attn: **Karen McVea, Rental Assistance Program Manager, Housing Authority of Thurston County**

Re: Interlocal Agreement with Thurston County

1206 12th Avenue SE

Olympia, WA 98501

XIII. Interpretation and Venue

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

XIV. Severability

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

XV. Effective Date

This Agreement shall take effect on the date of the last authorizing signature affixed hereto and is executed in triplicate originals.

**BOARD OF COUNTY COMMISSIONERS
THURSTON COUNTY, WASHINGTON
HOUSING AUTHORITY**

THURSTON COUNTY

Chair

Executive Director

Vice-Chair

Date: _____

Commissioner

CITY OF OLYMPIA

Date: _____

Steven R. Hall, City Manager

Attest:

Date: _____

Clerk of the Board

Approved at to form:

Approved as to form:
Jon Tunheim
Prosecuting Attorney

Olympia City Attorney

By: _____
Deputy Prosecuting Attorney

EXHIBIT A: AFH PLAN Scope of Work

Joint project scope:

The COUNTY and the AUTHORITY contracts with the CITY to produce the AFH PLAN for their Housing and Urban Development funded programs. The AFH PLAN is intended to emerge from a collaborative community process designed to establish a unified vision for utilizing federal resources along with other compatible resources to benefit low and moderate income people and achieve the four HUD nationwide fair housing goals.

The three-fold goals for this project are as follows: 1) to produce a document that meets federal requirements as set forth by the U.S. Department of Housing and Urban Development (HUD); 2) to utilize a collaborative community-based process to create a planning framework to shape the AFH PLAN into an effective, coordinated community development strategy that is highly accessible by citizens, social service providers and other stakeholders; and, 3) to serve as an effective management tool that helps the COUNTY, CITY, the AUTHORITY, State and Federal governments, citizens, service providers and other stakeholders to assess performance and track results.

The CITY will provide assistance in coordination and production of the 2018-2022 (Five Year) Thurston County AFH PLAN in accordance with federal Housing and Urban Development guidance documents.

The CITY assistance will include consulting on project scoping; collecting and analyzing data; consulting on housing need projections; reviewing other source documents and best practices; designing and conducting a survey of stakeholders, holding public meetings and hearings; and writing, editing and producing draft and final versions of the plan for submission to HUD by December 15, 2017.

Project goals:

- Produce an on-time product that is approved by the Thurston County Board of County Commissioners, the City of Olympia and the Thurston County Housing Authority and HUD within the **project budget of \$24,000**.
- Produce an executive summary that is accessible to various stakeholders including governmental entities, nonprofit and service organizations, and the general public.
- Develop a forward-looking strategy for the use of federal funds over the ensuing five years that integrates housing and community development objectives for the Thurston County region with required HUD goals and objectives.

Project approach:

The CITY staff will aggregate needs-assessment elements of the 2018-2022 (Five Year) Thurston County PLAN from various data sources, and from studies, reports and plans that have been recently developed in Thurston County and by HUD as identified in the federal AFH PLAN database.

The CITY will meet HUD consultation requirements by developing and conducting a survey of governmental, non-profit and service organizations, and other stakeholders.

Based on the information gathered from data collection and the survey, as well as feedback from public participation focus groups, The CITY, will develop a projection of housing need and strategic recommendations.

The CITY will provide one formal draft of the entire AFH PLAN to the COUNTY and the AUTHORITY on or around October 2, 2017. The CITY will incorporate changes requested by the COUNTY, the AUTHORITY and public comments received during the comment period, and produce a second and final draft of the AFH PLAN for submission to HUD by December 4, 2017.

The structure of the 2018-2022 (Five Year) Thurston County AFH PLAN will be based on HUD's required outline for this effort and will meet the following four nationwide fair housing goals:

- Reduce segregation and build on the nations increasing racial , geographic and economic diversity; and
- Eliminate racially and ethnically concentrated areas of poverty; and
- Reduce disparities in access to important community assets such as quality schools, job centers, and transit; and
- Narrow gaps that leave families with children, people with disabilities and people of different races, colors and national origins with more severe housing problems, aka disproportionate housing needs.

The following City of Olympia proposal prepared April 3, 2017, describes the work scope in additional detail.

City of Olympia Proposal: 2017 Thurston County Assessment of Fair Housing

Overview

The City of Olympia proposes to conduct a comprehensive countywide assessment of fair housing in Thurston County. Methodology and final work products to be consistent with federal regulations as iterated in the Affirmatively Furthering Fair Housing (AFFH) Rule Guidebook (Version 1, December 2015). As a contractor, the City proposes to conduct this work on behalf of three entities – the City, the Housing Authority of Thurston County and Thurston County (meaning those areas not including Olympia). This proposal includes presumed assistance as noted below.

Summary

Interlocal Agreement between Thurston County, City of Olympia and the Thurston County Housing Authority
Regarding the Assessment of Fair Housing Plan 2018 – 2022

Costs:	\$19,500	Countywide portion (272,690 / 81% of County population)
	\$ 4,500	City of Olympia Portion (51,600 / 19% of County's population)
	\$24,000	TOTAL COSTS

Timeline:	Proposal Review & Acceptance	March, 2017
	Interlocal Agreements	March, 2017
\$7,300	Phase One (Review Existing Data)	April – May 2017
\$6,742	Phase Two (Community Consultation)	June - July 2017
\$5,086	Phase Three (Analysis)	August – Sept, 2017
\$4,872	Phase Four (Recommendations)	Oct. –Nov. 2017
<u>\$195</u>	<u>Contingency</u>	
\$24,000	TOTAL	

Elements of Thurston County AFH Proposal

PHASE ONE: Review & analysis of Existing Data - April - May, 2017- \$7300

GOAL: Assess the current state of fair housing in Thurston County by examining data from the following sources: 1) **Demographic Distribution:** Review existing population data from Thurston Regional Planning on racial and ethnic distribution; 2) **Federal Demographic Data:** Utilize the federal AFH Assessment Tool to examine demographic distribution; and, 3) **Lending and Housing Data:** Review current records of lending and housing activity. Work to include the following:

- **Population Data:** Download information on racial and ethnic data by jurisdiction.
SOURCE: Thurston Regional Planning Council
- **Demographic Data Maps:** Download and analyze HUD/US Census maps that document the population distribution by race, income and other pertinent data
SOURCE: HUD Census maps
- **Lending & Housing Transaction Data** Examine countywide data on lending and real estate transactions
- **Past Fair Housing Reports & Recommendations** Review, analysis & summary of past reports (Analysis of Impediments to Fair Housing or A.I.)
- **Records Review** HUD and Human Rights Commission records of housing and lending activity;
- **Develop Materials for Review** Compile all data and develop a concise report featuring maps, narratives and survey instruments for use in community consultation. Translation services for Spanish and Korean versions included.

STAFF: Anna Schlecht, Woody Shaufler, Interns

PHASE TWO: CONSULTATION – Community Consultation-June - July 2017- \$6,742

GOALS: Consult with Countywide stakeholders in conjunction with Citizen Participation Plan within the Consolidated Planning Process to be completed by July 15, 2017. Primary partners to include: City of Olympia, Thurston County, Thurston County Housing Authority and other jurisdictions. Expanded outreach to included key stakeholders in other regions/jurisdictions of the County. Scope of work to include:

- **Key Interviews:** Identify & interview key stakeholders from across the County;
- **Regional Focus Group discussion;** Identify key regions / organizations appropriate for hosting regional focus groups;
- **Online survey(s):** Design & launch an online Fair Housing survey
- **Public Hearing:** Thurston County Public Hearing at County Courthouse; and,
- **Review of Citizen Comments:** Compilation of all comments; review & analysis of comments.

STAFF COMPLIMENT: Anna Schlecht, Woody Stauffer, Tiffany Reid, Interns

PHASE THREE: Analysis of Fair Housing Issues -August –Sept. 2017 - \$5,086

GOALS: Examine all data and public commentary and develop a comprehensive analysis of Fair Housing Issues in the following key areas:

- Progress on recommendations from last Analysis of Impediments to Fair Housing (2005);
- Demographic summary – maps & analysis of racial concentrations, segregation & integration;
- RE/CAPS (*Racially or ethnically concentrated areas of poverty*);
- Disparities in access to opportunity;
- Disproportionate housing needs;
- Publicly supported housing analysis;
- Disability and access analysis;
- Fair Housing enforcement, outreach capacity and resources analysis; and,
- Production of Phase Three draft report, presented for initial review and response from Thurston County and Thurston County Housing Authority.

STAFF COMPLIMENT: Anna Schlecht, Woody Stauffer, Tiffany Reid, Interns

PHASE FOUR: Thurston County – Fair Housing Goals - Oct. - November 2017 - \$4,872

GOALS: Develop a final report that presents demographic data; lending and housing activity data; detailed analysis; and, presents a set of fair housing goals and recommendations for Thurston County, broken down by region / jurisdiction; entities (housing providers; lenders; government regulatory agencies; local bodies of government. **Recommendations to include the following:**

- Specific recommendations by region / jurisdiction;
- Best practices & innovative approaches;
- Implementation strategies;
- Housing choice, segregation & access to opportunity;
- Affirmative efforts to promote integration;
- Inclusive community development & policy; and,

- Measurable performance benchmarks.

Draft Narrative Develop and deliver a final **Assessment of Fair Housing Report**, with narratives drawn from data, citizen comments, maps and analysis. Format to include full report and Citizen's Summary, both paper and digital version. Final report to be submitted to Thurston County and Thurston County Housing Authority prior to December 2017.

STAFF COMPLIMENT: Anna Schlecht, Woody Stauffer, Tiffany Reid, Interns, in conjunction with Thurston County Staff

**AGREEMENT TO PERFORM GOVERNMENTAL SERVICES
BETWEEN
THURSTON COUNTY, CITY OF OLYMPIA AND THURSTON COUNTY HOUSING
AUTHORITY FOR PRODUCING THE THURSTON COUNTY 2018-2022 ASSESSMENT OF
FAIR HOUSING PLAN**

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

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

NOW, THEREFORE, in consideration of the mutual promises contained herein, Thurston County and the City of Olympia and the Thurston County Housing Authority agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to allow Thurston County, the City of Olympia and the Housing Authority of Thurston County to enter into a technical services contract for the following purposes:

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A. Responsibilities of **COUNTY** and the **AUTHORITY** shall be as follows:

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B. Responsibilities of the **CITY** shall be as follows:

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IV. Payment (or Funding/Costs/etc.)

Payment for services rendered through the execution of this **contract shall not exceed \$24,000 as follows:**

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**BOARD OF COUNTY COMMISSIONERS
THURSTON COUNTY, WASHINGTON
HOUSING AUTHORITY**

THURSTON COUNTY

Chair

Executive Director

Vice-Chair

Date: _____

Commissioner

CITY OF OLYMPIA

Date: _____

Steven R. Hall, City Manager


Attest:

Date: _____

Clerk of the Board

Approved at to form:

Approved as to form:
Jon Tunheim
Prosecuting Attorney



Olympia City Attorney

By: _____
Deputy Prosecuting Attorney

EXHIBIT A: AFH PLAN Scope of Work

Joint project scope:

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Elements of Thurston County AFH Proposal

PHASE ONE: Review & analysis of Existing Data - April - May, 2017- \$7300

GOAL: Assess the current state of fair housing in Thurston County by examining data from the following sources: 1) **Demographic Distribution:** Review existing population data from Thurston Regional Planning on racial and ethnic distribution; 2) **Federal Demographic Data:** Utilize the federal AFH Assessment Tool to examine demographic distribution; and, 3) **Lending and Housing Data:** Review current records of lending and housing activity. Work to include the following:

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STAFF: Anna Schlecht, Woody Shaufler, Interns

PHASE TWO: CONSULTATION – Community Consultation-June - July 2017- \$6,742

GOALS: Consult with Countywide stakeholders in conjunction with Citizen Participation Plan within the Consolidated Planning Process to be completed by July 15, 2017. Primary partners to include: City of Olympia, Thurston County, Thurston County Housing Authority and other jurisdictions. Expanded outreach to included key stakeholders in other regions/jurisdictions of the County. Scope of work to include:

- **Key Interviews:** Identify & interview key stakeholders from across the County;
- **Regional Focus Group discussion;** Identify key regions / organizations appropriate for hosting regional focus groups;
- **Online survey(s):** Design & launch an online Fair Housing survey
- **Public Hearing:** Thurston County Public Hearing at County Courthouse; and,
- **Review of Citizen Comments:** Compilation of all comments; review & analysis of comments.

STAFF COMPLIMENT: Anna Schlecht, Woody Stauffer, Tiffany Reid, Interns

PHASE THREE: Analysis of Fair Housing Issues -August –Sept. 2017 - \$5,086

GOALS: Examine all data and public commentary and develop a comprehensive analysis of Fair Housing Issues in the following key areas:

- Progress on recommendations from last Analysis of Impediments to Fair Housing (2005);
- Demographic summary – maps & analysis of racial concentrations, segregation & integration;
- RE/CAPS (*Racially or ethnically concentrated areas of poverty*);
- Disparities in access to opportunity;
- Disproportionate housing needs;
- Publicly supported housing analysis;
- Disability and access analysis;
- Fair Housing enforcement, outreach capacity and resources analysis; and,
- Production of Phase Three draft report, presented for initial review and response from Thurston County and Thurston County Housing Authority.

STAFF COMPLIMENT: Anna Schlecht, Woody Stauffer, Tiffany Reid, Interns

PHASE FOUR: Thurston County – Fair Housing Goals - Oct. - November 2017 - \$4,872

GOALS: Develop a final report that presents demographic data; lending and housing activity data; detailed analysis; and, presents a set of fair housing goals and recommendations for Thurston County, broken down by region / jurisdiction; entities (housing providers; lenders; government regulatory agencies; local bodies of government. **Recommendations to include the following:**

- Specific recommendations by region / jurisdiction;
- Best practices & innovative approaches;
- Implementation strategies;
- Housing choice, segregation & access to opportunity;
- Affirmative efforts to promote integration;
- Inclusive community development & policy; and,

- Measurable performance benchmarks:

Draft Narrative Develop and deliver a final **Assessment of Fair Housing Report**, with narratives drawn from data, citizen comments, maps and analysis. Format to include full report and Citizen's Summary, both paper and digital version. Final report to be submitted to Thurston County and Thurston County Housing Authority prior to December 2017.

STAFF COMPLIMENT: Anna Schlecht, Woody Stauffer, Tiffany Reid, Interns, in conjunction with Thurston County Staff



City Council

Approval of Resolution Authorizing an Interlocal and Confidentiality Agreement for Public Disclosure Commission Guidance

Agenda Date: 5/9/2017
Agenda Item Number: 4.D
File Number: 17-0511

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

Title

Approval of Resolution Authorizing an Interlocal and Confidentiality Agreement for Public Disclosure Commission Guidance

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing the City Manager to execute the Interlocal and Confidentiality Agreement for Public Disclosure Commission Guidance

Report

Issue:

Whether to approve the Interlocal and Confidentiality Agreement for Public Disclosure Commission Guidance.

Staff Contact:

Mark Barber, City Attorney, 360.753.8338

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Concern was recently raised regarding how elected officials disclose their representation on local boards and commissions when they report annually to the Public Disclosure Commission (PDC) using the F-1 Personal Financial Affairs Statement Form. Thurston County and the cities of Olympia, Lacey and Tumwater each have elected officials who serve on these boards and commissions, including serving on the LOTT Clean Water Alliance Board of Directors.

The cities, the County and the LOTT Clean Water Alliance (the parties) wish to jointly:

1. Contract with specialized legal counsel to assist in developing a response to the PDC

regarding the disclosure of representation concern;

2. Share information regarding the joint and common interests of the parties; and
3. Document the understanding concerning such sharing of information.

RCW Chapter 39.34 authorizes local governments to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each party has the authority to perform. The contract must be authorized by the governing body of each party to the contract.

Neighborhood/Community Interests (if known):

Working cooperatively will assist each jurisdiction in meeting its responsibilities to its citizens and elected officials by obtaining guidance from the Public Disclosure Commission.

Options:

1. Approve the proposed resolution authorizing the City Manager to execute the Interlocal and Confidentiality Agreement for Public Disclosure Commission Guidance.
2. Amend the Interlocal and Confidentiality Agreement to address Council concerns.
3. Do not approve the proposed Interlocal and Confidentiality Agreement.

Financial Impact:

Total costs will be shared equally by the Cities and County only and are not to exceed a total amount of \$5,000.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE OLYMPIA CITY COUNCIL APPROVING AN INTERLOCAL AND CONFIDENTIALITY AGREEMENT BETWEEN THE CITY OF TUMWATER, CITY OF LACEY, CITY OF OLYMPIA, THURSTON COUNTY, AND LOTT CLEAN WATER ALLIANCE FOR PUBLIC DISCLOSURE COMMISSION GUIDANCE

WHEREAS, there is a recent concern in how elected officials disclose their representation on local Boards and Commissions when they report annually to the Public Disclosure Commission (PDC) using the F-1 Personal Financial Affairs Statement Form; and

WHEREAS, the Parties to the Interlocal and Confidentiality Agreement each have elected officials that serve on these Boards and Commissions in Thurston County, including serving on the LOTT Clean Water Alliance Board of Directors; and

WHEREAS, the Parties wish by this Agreement to provide, to the full extent permitted by applicable law, for sharing such information without waiving any privileges against disclosure that might attach thereto and to document the understanding concerning such sharing of information; and

WHEREAS, the Parties recognize and acknowledge that working cooperatively, as set forth below in this Agreement, will assist each jurisdiction in meeting its responsibilities to its citizens and elected officials by obtaining guidance from the Public Disclosure Commission; and

WHEREAS, RCW Chapter 39.34, authorizes local governments to contract for the conduct of activities which each party has the authority to perform;

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

1. The Olympia City Council hereby approves the attached Interlocal and Confidentiality Agreement between the City of Tumwater, City of Lacey, City of Olympia, Thurston County, and LOTT Clean Water Alliance.
2. The City Manager, or his designee, is directed and authorized to enter into the Interlocal and Confidentiality Agreement between the City of Tumwater, City of Lacey, City of Olympia, Thurston County, and LOTT Clean Water Alliance, attached hereto as Exhibit A, and to execute the same on behalf of the City of Olympia and any related documents, and to make any minor modifications as may be required and are consistent with the intent of the attached Agreement, or to correct any scrivener's errors that may appear in said documents.


PASSED BY THE OLYMPIA CITY COUNCIL this ____ day of May, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

EXHIBIT A

INTERLOCAL AND CONFIDENTIALITY AGREEMENT BETWEEN THE CITY OF TUMWATER, CITY OF LACEY, CITY OF OLYMPIA, THURSTON COUNTY, AND LOTT CLEAN WATER ALLIANCE FOR PUBLIC DISCLOSURE COMMISSION GUIDANCE

THIS INTERLOCAL AND CONFIDENTIALITY AGREEMENT is entered into by and between LOTT Clean Water Alliance (LOTT) and the cities of Tumwater, Lacey, and Olympia (CITIES), and Board of Thurston County Commissioners (COUNTY). LOTT, the CITIES, and COUNTY, are referred to herein collectively as “the Parties.”

WHEREAS, there is a recent concern in how elected officials disclose their representation on local Boards and Commissions when they report annually to the Public Disclosure Commission (PDC) using the F-1 Personal Financial Affairs Statement Form; and

WHEREAS, the Parties each have elected officials that serve on these Boards and Commissions in Thurston County, including serving on the LOTT Clean Water Alliance Board of Directors; and

WHEREAS, the Parties wish by this Agreement to provide, to the full extent permitted by applicable law, for sharing such information without waiving any privileges against disclosure that might attach thereto and to document the understanding concerning such sharing of information; and

WHEREAS, the Parties recognize and acknowledge that working cooperatively, as set forth below in this Agreement, will assist each jurisdiction in meeting its responsibilities to its citizens and elected officials; and

WHEREAS, RCW Chapter 39.34, authorizes local governments to contract for the conduct of activities which each party has the authority to perform.

NOW, THEREFORE, in consideration of the term and conditions contained herein, the Parties agree as follows:

Section 1. Scope of Agreement. LOTT Clean Water Alliance, acting as lead agency, will contract with specialized legal counsel to assist the Parties in developing a response to the Public Disclosure Commission. The scope of services will be developed jointly by the Parties. LOTT's role is to act as administrator and facilitator of the work under this Agreement. In performing that role, LOTT will

act in good faith and with ordinary care, but will not be held to the standard of a fiduciary or trustee.

Section 2. Allocation of Costs.

A. The following will be considered shared costs to be borne equally by the Cities and County only: attorney fees and reimbursable costs associated with shared work performed by outside counsel for the benefit of the Parties in responding to the PDC, not to exceed the total amount of Five Thousand Dollars (\$5,000.00). Reimbursable costs will be billed at the actual cost and include travel, postage, copy fees, filing fees, and such other reimbursable costs as may be agreed to by the Parties. Each of the Parties' own internal costs will be borne by each respective party and not be reimbursable by the other Parties.

B. Payment of attorney fees and costs will be pursuant to invoice. The Parties will each receive a copy of the invoice and shall remit their equal pro rata share to LOTT within thirty (30) days of receipt. Any dispute or question about the amount due shall be directed to LOTT's Finance Director. LOTT agrees to prepare any amendments to this Agreement or agreements for any necessary consultants and/or expert witnesses.

C. Any performance by outside counsel specifically related to this project and on behalf of the Parties prior to the effective date of this Agreement is hereby ratified and affirmed and the Parties agree to be responsible for their share as noted herein.

Section 3. Exchange of Materials/Non-waiver of Privilege.

A. The Parties agree that from time to time as part of the joint discussions intended by this Agreement, they may share materials or information which may contain confidential and privileged communications that are protected from discovery or other disclosure by the attorney-client privilege, the work product doctrine, the common interest privilege, and/or other applicable privilege (collectively, "Exchanged Materials").

B. It is the Parties' intention and understanding that such exchanging or sharing of materials or information is to be in the furtherance of the joint and common interests of the Parties. Therefore, any Exchanged Materials that are otherwise protected against disclosure by the attorney-client privilege, the work product doctrine, the common interest privilege, or any other applicable privileges and rules of confidentiality will not, by the fact of exchange between the Parties, suffer waiver of any applicable privilege, lose protection from disclosure, or be deemed to have reduced confidentiality. The Parties also understand that sharing

or exchanging otherwise non-privileged or non-protected materials will not bestow any privilege, protection, or immunity from production upon such materials. Uncertainty as to the applicability of a privilege shall result in treating the material as privileged until such time as the uncertainty is resolved.

C. The Parties agree to mark all privileged Exchanged Materials with the legend “CONFIDENTIAL AND PRIVILEGED COMMUNICATION, PROVIDED OR PRODUCED PURSUANT TO JOINT CONFIDENTIALITY AGREEMENT,” or other similar language; however, the failure of any Party to so mark Exchanged Materials shall not create a presumption that the materials are exchanged outside the protection of this Agreement. It shall be presumed that materials exchanged between the Parties are exchanged pursuant to this Agreement unless the contrary is explicit and in writing.

D. The Parties agree that Exchanged Materials will be disclosed only to the Parties, their counsel, specialty counsel retained for the subject of this Agreement, and employees or agents who have need of the Exchanged Materials to further the purpose of this Agreement.

Section 4. Duration. The terms and performance of this Agreement shall commence after the approval by the governing body of each Party and following the recording of this Agreement with the Thurston County Auditor or posting it on each Party’s website as provided in RCW 39.34.040. This Agreement will terminate on December 31, 2017.

Section 5. Withdrawal from Agreement. Any party may withdraw from this Agreement at any time. Withdrawal shall be effective immediately upon receipt of written notice by the other parties. The withdrawing party shall be responsible for its pro rata share of the attorneys’ fees and/or costs incurred prior to withdrawal.

Section 6. Changes. Any party may request changes to this Agreement, however, no change or addition to this Agreement shall be valid or binding upon any party unless such change or addition be in writing and signed by the Parties. Such amendments shall be attached to and made part of this Agreement.

Section 7. Administration. Each party shall be responsible for administering the terms of this Agreement. No separate legal entity is created by reason of entering into this Agreement. The Parties shall each designate a representative for purposes of contacting and/or meeting with the retained attorney.

Section 8. Attorney fees and costs. If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or

misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party(s), in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

Section 9. Jurisdiction and Venue. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

Section 10. Severability. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

Section 11. Entire Agreement. The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by the Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. The Parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the Parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the date set forth below.

CITY OF TUMWATER

CITY OF LACEY

Pete Kmet, Mayor

Scott Spence, City Manager

Date

Date

**INTERLOCAL AND CONFIDENTIALITY AGREEMENT
BETWEEN THE CITY OF TUMWATER, CITY OF LACEY,
CITY OF OLYMPIA, THURSTON COUNTY, AND
LOTT CLEAN WATER ALLIANCE
FOR PUBLIC DISCLOSURE COMMISSION GUIDANCE**

THIS INTERLOCAL AND CONFIDENTIALITY AGREEMENT is entered into by and between LOTT Clean Water Alliance (LOTT) and the cities of Tumwater, Lacey, and Olympia (CITIES), and Board of Thurston County Commissioners (COUNTY). LOTT, the CITIES, and COUNTY, are referred to herein collectively as “the Parties.”

WHEREAS, there is a recent concern in how elected officials disclose their representation on local Boards and Commissions when they report annually to the Public Disclosure Commission (PDC) using the F-1 Personal Financial Affairs Statement Form; and

WHEREAS, the Parties each have elected officials that serve on these Boards and Commissions in Thurston County, including serving on the LOTT Clean Water Alliance Board of Directors; and

WHEREAS, the Parties wish by this Agreement to provide, to the full extent permitted by applicable law, for sharing such information without waiving any privileges against disclosure that might attach thereto and to document the understanding concerning such sharing of information; and

WHEREAS, the Parties recognize and acknowledge that working cooperatively, as set forth below in this Agreement, will assist each jurisdiction in meeting its responsibilities to its citizens and elected officials; and

WHEREAS, RCW Chapter 39.34, authorizes local governments to contract for the conduct of activities which each party has the authority to perform.

NOW, THEREFORE, in consideration of the term and conditions contained herein, the Parties agree as follows:

Section 1. Scope of Agreement. LOTT Clean Water Alliance, acting as lead agency, will contract with specialized legal counsel to assist the Parties in developing a response to the Public Disclosure Commission. The scope of services will be developed jointly by the Parties. LOTT’s role is to act as administrator and facilitator of the work under this Agreement. In performing that role, LOTT will

act in good faith and with ordinary care, but will not be held to the standard of a fiduciary or trustee.

Section 2. Allocation of Costs.

A. The following will be considered shared costs to be borne equally by the Cities and County only: attorney fees and reimbursable costs associated with shared work performed by outside counsel for the benefit of the Parties in responding to the PDC, not to exceed the total amount of Five Thousand Dollars (\$5,000.00). Reimbursable costs will be billed at the actual cost and include travel, postage, copy fees, filing fees, and such other reimbursable costs as may be agreed to by the Parties. Each of the Parties' own internal costs will be borne by each respective party and not be reimbursable by the other Parties.

B. Payment of attorney fees and costs will be pursuant to invoice. The Parties will each receive a copy of the invoice and shall remit their equal pro rata share to LOTT within thirty (30) days of receipt. Any dispute or question about the amount due shall be directed to LOTT's Finance Director. LOTT agrees to prepare any amendments to this Agreement or agreements for any necessary consultants and/or expert witnesses.

C. Any performance by outside counsel specifically related to this project and on behalf of the Parties prior to the effective date of this Agreement is hereby ratified and affirmed and the Parties agree to be responsible for their share as noted herein.

Section 3. Exchange of Materials/Non-waiver of Privilege.

A. The Parties agree that from time to time as part of the joint discussions intended by this Agreement, they may share materials or information which may contain confidential and privileged communications that are protected from discovery or other disclosure by the attorney-client privilege, the work product doctrine, the common interest privilege, and/or other applicable privilege (collectively, "Exchanged Materials").

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or exchanging otherwise non-privileged or non-protected materials will not bestow any privilege, protection, or immunity from production upon such materials. Uncertainty as to the applicability of a privilege shall result in treating the material as privileged until such time as the uncertainty is resolved.

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D. The Parties agree that Exchanged Materials will be disclosed only to the Parties, their counsel, specialty counsel retained for the subject of this Agreement, and employees or agents who have need of the Exchanged Materials to further the purpose of this Agreement.

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Section 5. Withdrawal from Agreement. Any party may withdraw from this Agreement at any time. Withdrawal shall be effective immediately upon receipt of written notice by the other parties. The withdrawing party shall be responsible for its pro rata share of the attorneys’ fees and/or costs incurred prior to withdrawal.

Section 6. Changes. Any party may request changes to this Agreement, however, no change or addition to this Agreement shall be valid or binding upon any party unless such change or addition be in writing and signed by the Parties. Such amendments shall be attached to and made part of this Agreement.

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Section 8. Attorney fees and costs. If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or

misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party(s), in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

Section 9. Jurisdiction and Venue. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

Section 10. Severability. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

Section 11. Entire Agreement. The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by the Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. The Parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the Parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the date set forth below.

CITY OF TUMWATER

CITY OF LACEY

Pete Kmet, Mayor

Scott Spence, City Manager

Date

Date



City Council

Approval of an Ordinance Approving a Street Vacation Petition for a Portion of Alley Adjacent to 210 State Ave NW

Agenda Date: 5/9/2017
Agenda Item Number: 4.E
File Number: 17-0157

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

Title

Approval of an Ordinance Approving a Street Vacation Petition for a Portion of Alley Adjacent to 210 State Ave NW

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on second reading an ordinance to vacate a portion of the alley adjacent to 210 State Ave NW, and reserve a perpetual utility easement to be recorded with a separate easement document over said alley, and require payment to the City of one-half the appraised value.

Report

Issue:

Whether to approve an ordinance to vacate a portion of the alley adjacent to 210 State Ave NW.

Staff Contact:

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

Presenter(s):

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

Background and Analysis:

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

Urban Olympia 5, LLC, property owner of 210 State Ave NW, petitioned the City to vacate a ten (10) foot wide alley right-of-way. On March 21, 2017, Council adopted a resolution to set the date of April 11, 2017, for a Public Hearing to hear public comment regarding the request.

Urban Olympia 5 is proposing to redevelop the site with multiuse buildings and parking. The proposed alley vacation allows for a more efficient placement of buildings and parking areas on the site.

City and franchise utility staff reviewed and commented on the petition using criteria outlined in Olympia Municipal Code Section 12.16.100 . Water Resources requests that maintenance rights for the existing sewer pipe are preserved. Reserving an easement will allow Water Resources to continue maintaining the sewer pipe without restrictions. Franchise utilities responded and had no comment.

Staff recommends approval of the vacation with the following conditions:

- Make payment of one-half the appraised value to the City.
- Grant a public utility easement over the existing alley with the standard City Utility Easement document.

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: Move to approve on second reading an ordinance to vacate a portion of the alley adjacent to 210 State Ave NW, reserve a perpetual utility easement to be recorded with a separate easement document over said alley, and require payment to the City of one-half the appraised value. This option allows the vacation to occur while addressing utility needs.

Option 2: Reject the vacation request. This option would leave the alley right-of-way as it is. The redevelopment of the site may require revision.

Financial Impact:

None

Attachments:

Ordinance
Petition
Exhibits
Vicinity Map

Ordinance No. _____

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON
VACATING AS A PUBLIC THOROUGHFARE A PORTION OF THE
NORTH-SOUTH ALLEY RIGHT-OF-WAY LOCATED AT 210 STATE
AVENUE NW.**

WHEREAS, the Olympia City Council adopted Resolution No. _____ on March 21, 2017, setting a public hearing date for April 11, 2017, at 7:00 p.m. to allow public comment for or against vacation of the following described public thoroughfare situated in the City of Olympia, Thurston County, State of Washington, to wit:

That portion of the North-South alley adjacent to Lots 5 through 8 inclusive in Block 72 of Sylvester's Plat of Olympia, as recorded in Volume 1, of Plats, Page 14, in Thurston County, Washington.

WHEREAS, the petitioner is requesting that a portion of the north-south alley in Block 72, of Sylvester's Plat of Olympia be vacated; and

WHEREAS, notice of this proposed vacation was posted physically on site, and adjoining neighbors were mailed notice of the hearing; and

WHEREAS, a public hearing was held by the City Council of the City of Olympia on said petition on April 11, 2017, at 7:00 p.m. or thereafter in the evening; and

WHEREAS, the City has received comments from utility providers requesting the reservation of easements with regard to this vacation; and

WHEREAS, the Public Works Department has indicated that the property has no known current or foreseeable future use to the City as a right-of-way; and

WHEREAS, this vacation is deemed to be in the public interest and serve the public welfare;

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

Section 1. As recommended by the City of Olympia Public Works Department and as requested by the owner of the abutting parcels, the Olympia City Council, pursuant to RCW 35.79.010, hereby vacates as a public thoroughfare the herein above described property and RESERVES an easement over, across, through, and under the above described property for public and private utilities, whether or not covered by a franchise agreement with the City of Olympia, including but not limited to, sanitary sewer, stormwater, water, solid waste collection, electrical, cable, telephone, and telecommunications.

Section 2. The vacation meets the criteria set forth in OMC 12.16.100.

Section 3. This Ordinance shall not become effective until the owners of the abutting property pay to the City of Olympia an amount equal to one-half the appraised value as required under OMC 12.16.030, .080, .090 and RCW 35.79.030 for the area so vacated and provide a copy of the executed standard City of Olympia utility easement as described in Section 1 above. Failure of the abutting property owners to remit this amount and the executed easement within ninety (90) days of the passage of this Ordinance shall automatically void the petition and this Ordinance without it being brought back before the City Council. The City Clerk/Treasurer shall certify on the face of this Ordinance whether or not the payment is received within the time limit referred to above.

Section 4. The City Manager is authorized to acknowledge and accept the utility easement described above.

Section 5. I, _____, City Clerk/Treasurer, hereby certify that an amount equal to one-half of the appraised value of property above vacated was ___ was not ___ received within the time referred to above.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

*

Petition to Vacate Public Right-of-Way

Olympia

OFFICIAL USE ONLY			
Applicant: <u>Urban Olympia LLC</u>		Address: <u>210 State Ave NW</u>	
Phone: <u>360.230.3033</u>	File#: <u>17-0265</u>	Receipt #:	Date:
<u>Walker John</u>			



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:
THAT PORTION OF THE NORTH-SOUTH ALLEY ADJACENT TO LOTS 5 THROUGH 8 INCLUSIVE IN
BLOCK 72 OF SYLVESTER'S PLAT OF OLYMPIA, AS RECORDED IN VOLUME 1 OF PLATS, PAGE
14, IN THURSTON COUNTY, WASHINGTON.

PURPOSE OF REQUEST AND STATEMENT OF PUBLIC BENEFIT: *
The purpose of this request is to vacate the alley to accommodate a better building and parking lot layout on the adjacent parcels. This also improves the traffic flow through the site and allows for a better use of the site.
The vacation has no known adverse impacts on the public. There are no public services that rely on access to/through this alley. We are aware of the utility line under this alley and will work with Public Works to address any further protection and/or possible relocation of this line.
<i>*See submittal requirements and criteria for approval on the reverse side of this form</i>

PETITIONERS*		
Owner's signature	Owner's Names	Parcel Number
	URBAN OLYMPIA 5, LLC	78507200800
	URBAN OLYMPIA 5, LLC	78507200600

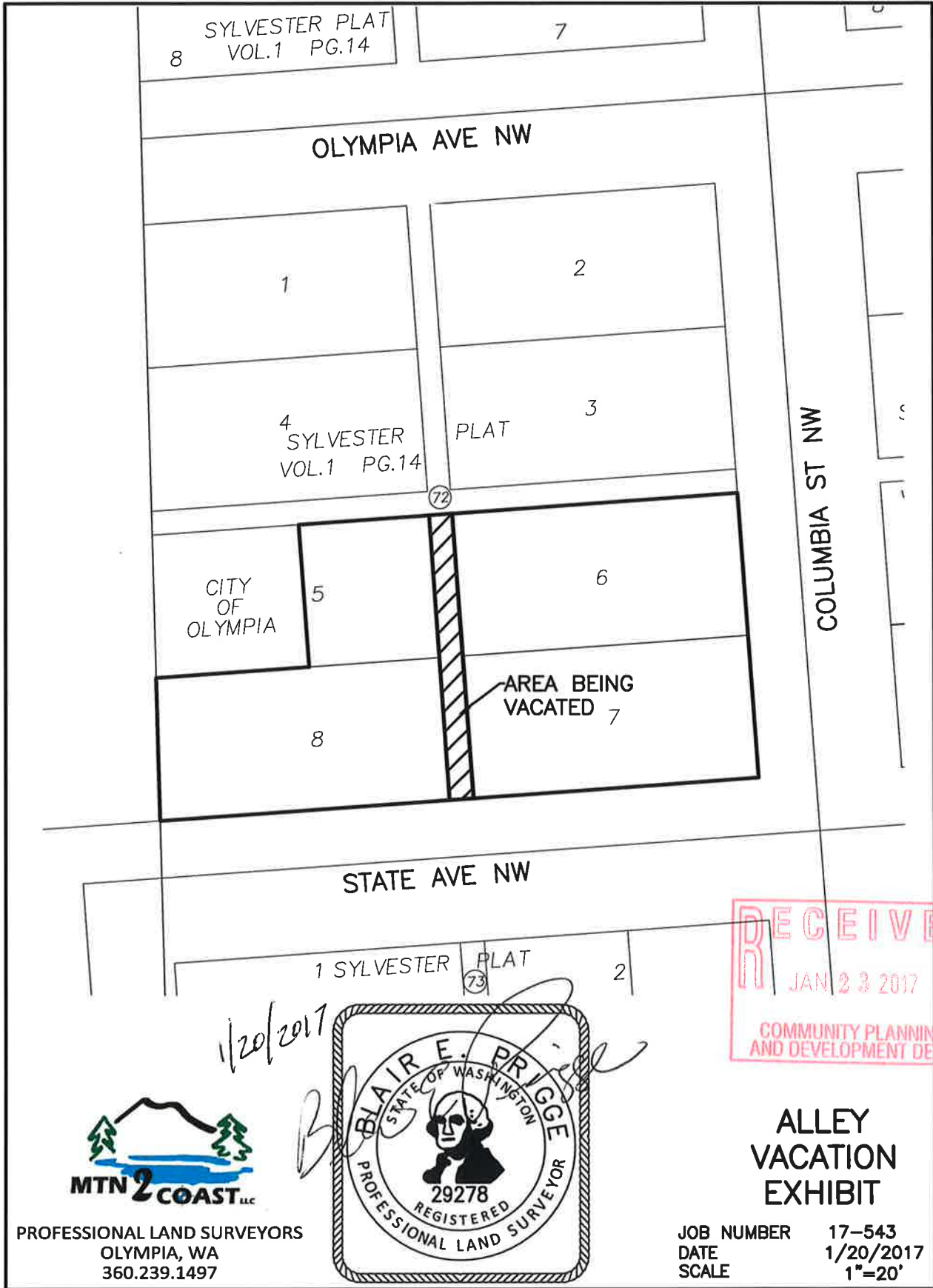
**Attach additional sheets as necessary*

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

1/23/2017

 Date



PROFESSIONAL LAND SURVEYORS
OLYMPIA, WA
360.239.1497



**ALLEY
VACATION
EXHIBIT**

JOB NUMBER 17-543
DATE 1/20/2017
SCALE 1"=20'



DOCKSIDE FLATS

210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 03/29/17



CS

COVER SHEET



1 VICINITY MAP

DOCKSIDE FLATS

210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 03/29/17



A0

VICINITY MAP



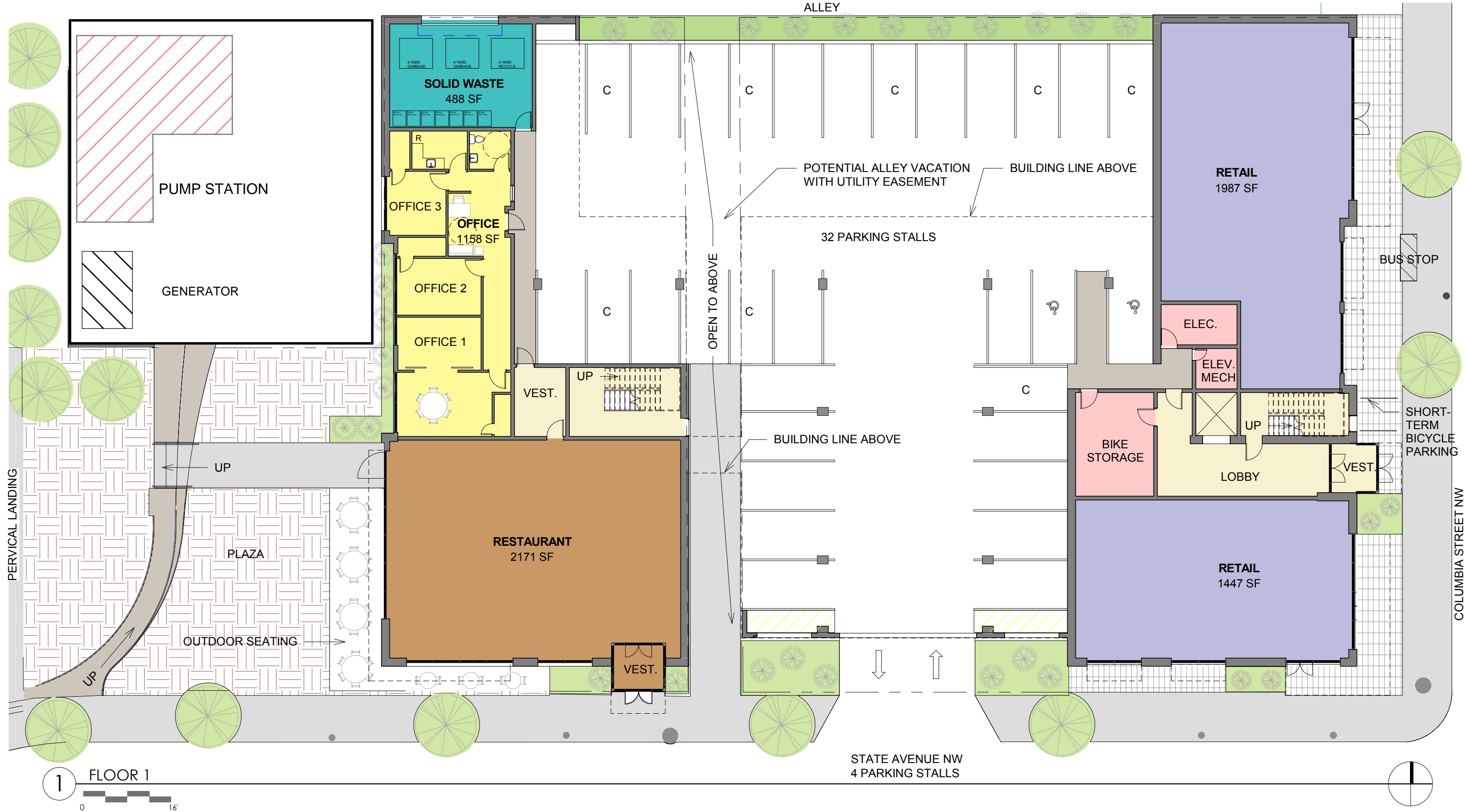
DOCKSIDE FLATS
 210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 01/30/17



A1

SITE



1 FLOOR 1
0 16'

DOCKSIDE FLATS
210 STATE AVE OLYMPIA, WA. 98501
SCHEMATIC DESIGN | 11/28/16

Room Legend

 COMMON	 RETAIL
 OFFICE	 SOLID WASTE
 RESTAURANT	 STORAGE



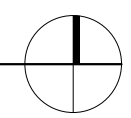
A2

FIRST FLOOR PLAN



Room Legend	QTY.
STUDIO	5
1 BR	8
1 BR- AL	6
2 BR	3
COMMON	1
TOTAL UNITS /FLR	22
TOTAL UNITS	44

1 FLOORS 2 - 3
 0 16'



DOCKSIDE FLATS

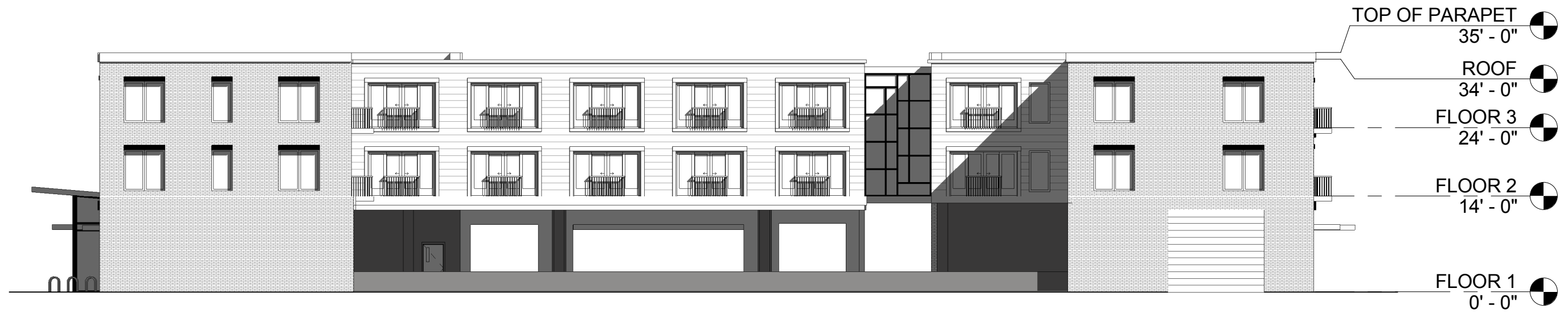
210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 01/24/17



A3

SECOND AND THIRD FLOOR



1 NORTH ELEVATION- ALLEY



2 NORTH PERSPECTIVE ELEVATION - ALLEY

DOCKSIDE FLATS

210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 03/29/17



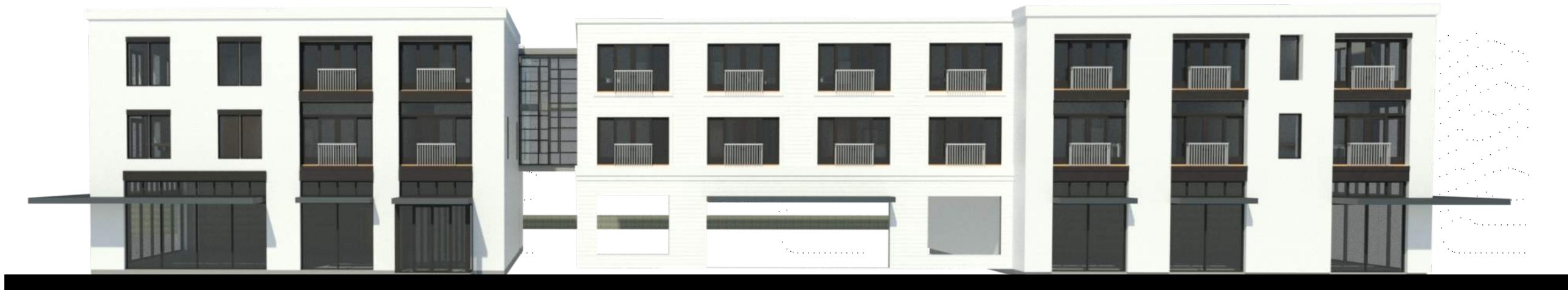
THOMAS
architecture studios

A4

ELEVATION-NORTH



1 SOUTH ELEVATION-STATE AVENUE



2 SOUTH PERSPECTIVE ELEVATION - STATE AVE.

DOCKSIDE FLATS

210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 01/26/17



A5

ELEVATION-SOUTH



1 EAST ELEVATION- COLUMBIA STREET



2 EAST PERSPECTIVE ELEVATION - COLUMBIA ST.

DOCKSIDE FLATS

210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 02/03/17





1 WEST ELEVATION- PERCIVAL LANDING



2 WEST PERSPECTIVE ELEVATION - PERCIVAL LANDING

DOCKSIDE FLATS

210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 03/29/17



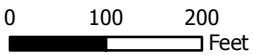
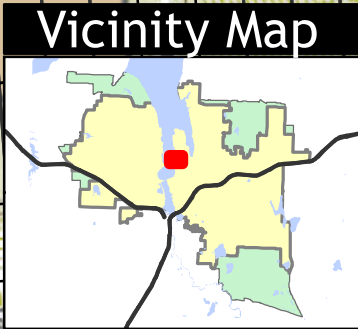
A7

ELEVATION-WEST



Urban Olympia Alley Vacation

File #17-0265 (210 State Avenue NW)



1 inch = 200 feet

Map printed 3/14/2017

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 Ordinance Amending Olympia Municipal Code Section 10.16.270, Penalties

Agenda Date: 5/9/2017
Agenda Item Number: 4.F
File Number: 17-0485

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

Title

Approval of Ordinance Amending Olympia Municipal Code Section 10.16.270, Penalties

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on second reading the proposed ordinance amending Olympia Municipal Code Section 10.16.270, Penalties

Report

Issue:

Whether to amend Olympia Municipal Code (OMC) 10.16.270, Penalties, to a set penalty of double the ticket amount, with a maximum penalty of \$25.

Staff Contact:

Annaliese Harksen, Deputy City Attorney/Police Legal Advisor, 360.753.8338

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

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

RCW 46.63.110, Monetary Penalties, sets the penalty amount to be imposed for failure to respond to notice of a parking infraction at any amount, up to a maximum of \$25. The current language in OMC 10.16.270 simply doubles the amount of the parking ticket. This amendment to OMC 10.16.270 retains the doubling method but sets the maximum penalty at \$25, in keeping with state law.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Approve the proposed ordinance amending OMC Section 10.16.270, Penalties, and pass onto second reading.
2. Direct staff to draft an amendment for less than the penalties proposed in the attached to OMC 10.16.270.
3. Do not approve the amendment.

Financial Impact:

Unknown

Attachments:

Ordinance

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING SECTION 10.16.270 OF THE OLYMPIA MUNICIPAL CODE REGARDING PENALTIES FOR FAILURE TO PAY A PARKING INFRACTION

WHEREAS, RCW 46.63.100 provides for a \$25 maximum penalty for failure to respond to a notice of traffic infraction relating to parking, which must be set forth in ordinance, regulation, or resolution; and

WHEREAS, the City Council wishes to update Olympia Municipal Code Section 10.16.170 to be consistent with state law;

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

Section 1. Amendment of OMC 10.16.270. Olympia Municipal Code 10.16.270 is hereby amended to read as follows:

10.16.270 Penalties

Any penalty imposed for a violation of any section in this chapter (including any sections of State law adopted by reference) that remains unpaid to the Olympia Municipal Court or a payment schedule therefore is not arranged through the Olympia Municipal Court within thirty (30) days of being assessed are subject to increase and/or additional penalties as follows:

A. The penalty for failure to respond to a notice of traffic infraction related to parking shall be the amount of the infraction automatically be increased by 100%⁺, not to exceed a maximum of twenty-five and No/100 dollars (\$25.00);

B. If the penalty imposed for a violation of any section of this chapter, as increased, is not paid within sixty days of the date it was imposed:

1. The penalty original unpaid balance plus any additional penalty will be turned over to a collection agency for collection and may be subject to an additional collection surcharges; and
2. The person assessed the penalty may be placed on the scofflaw list pursuant to OMC 10.16.280, and the person's vehicle may be subject to immobilization and/or impoundment thereunder.

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 thirty (30) 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 Funding for Downtown Sanitation Master Plan Development

Agenda Date: 5/9/2017
Agenda Item Number: 6.A
File Number: 17-0502

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

Title

Approval of Funding for Downtown Sanitation Master Plan Development

Recommended Action

Committee Recommendation:

The Land Use and Environment Committee recommends approval of funding to develop a Downtown Sanitation Master Plan.

City Manager Recommendation:

Move to approve funding to develop a Downtown Sanitation Master Plan and authorize the City Manager to execute the agreement.

Report

Issue:

Whether to approve funding to create a Downtown Sanitation plan for Olympia.

Staff Contact:

Mark Rentfrow, Downtown Liaison, Community Planning and Development: 360.570.3798

Presenter(s):

Mark Rentfrow, Downtown Liaison, Community Planning and Development: 360.570.3798
Adam Young, Principal, Young Architecture LLC: 206.852.1956

Background and Analysis:

At its retreat in January 2017, the City Council made a commitment to implement a Downtown Sanitation Plan as the next logical step before taking any more actions regarding public restrooms beyond the currently approved Portable Restroom pilot project. The City anticipates developing a plan that helps to address public sanitation in our downtown and includes recommendations on location, siting, type of facility and hours of operation for public restrooms. A preliminary cost estimate for each recommended site would also be part of the work. Recommendations should include best practices around facility operations and including use of Crime Prevention through Environmental Design (CPTED) principles.

This project would require at least two public meetings to gather information, a least two meetings

with key stakeholders, at least two meetings with City Staff to gather information and get feedback and two meetings with City Council including a presentation of preliminary recommendations and final recommendation.

Staff research revealed that Adam Young, an architect from Seattle, has done extensive work with the City of Seattle parks department in assessing restroom use and design to minimize conflicts. Staff contacted Mr. Young and requested a preliminary proposal to develop a public sanitation master plan for Downtown Olympia. His proposal and a scope of work are attached.

Neighborhood/Community Interests (if known):

Human waste has become a public health issue on the streets of Downtown Olympia. In an effort to mitigate the effects that an increase in human waste on streets has to pedestrians and Downtown businesses, the City Council approved a Portable Restroom pilot project to site portable restrooms at strategic locations throughout Downtown. Now that all of the portable restrooms have been sited, next steps must be taken to ensure that the actions the City takes are the most effective toward mitigating future instances of human waste on our streets and alleys.

Options:

- Approve funding to develop a Downtown Sanitation Master Plan.
- Modify funding for the Downtown Sanitation Master Plan as presented.
- Do not approve funding the Downtown Sanitation Master Plan development.

If the Council does not wish to move forward with the Downtown Sanitation Master Plan, an alternate course of action should be considered.

Financial Impact:

Proposed cost for a Downtown the Sanitation Master Plan: \$41,850. The Land Use and Environment Committee recommended that the Council consider taking funds from its Council Goal account to fund this planning process.

Attachments:

1. Sanitation Master Plan Scope
2. Sanitation Master Plan Proposal

Scope of Work for:

**CITY OF OLYMPIA
Downtown Public Restroom Master Plan**

Project

The City of Olympia is interested in preparing a public restroom master for its downtown.

Goal

The goal is to develop a plan that helps to address public sanitation in the downtown area and provides recommendations on location, siting, type of facility and hours of operation for public restrooms.

Objectives

1. Planning:
 - a) Identify locations;
 - b) Type of facility;
 - c) Hours of Operation;
 - d) Preliminary cost estimate;
 - e) Best practices use of CPTED principles.

2. Meetings
 - a) Two public meetings
 - b) Two meetings with key stakeholders
 - c) Two meetings with City Staff
 - d) Two presentations with City Council, preliminary findings and final recommendation

Deliverables

1. Presentation Materials
2. Slides
3. Report:
 - a) Best practices;
 - b) Site plans, diagrams/photos showing locations, configurations;
 - c) Specifications including facility type, materials, fixtures, hours of operation;
 - d) Cost estimate;
 - e) Schedule.

Schedule

1. Master Planning from March through end of June of 2017.
2. Study complete in time for budget cycle process.
3. Construction 2018?

14 February 2017

Keith Stahley
The City of Olympia
Director Community Planning and Development Department
601 4th Ave E, Olympia, WA 98501

RE: City Of Olympia Downtown Public Restroom Master Plan

Dear Keith,

Thank you for requesting a fee proposal for the Master Plan for Public Restrooms in the City of Olympia downtown business district. We are very interested in this project, and feel that we have discovered and developed valuable information and expertise that could assist with your endeavors.

Attached is a breakdown of the fee proposal by task and consultant, as well as a contract and fee schedule for your review. The total fee is \$41,850 and includes fees and expenses. If this is more than the council is willing to spend on a Master Plan, there are ways the fee and scope of work can be adjusted to meet the budget.

The proposed fee assumes that field investigation and meetings will occur on the same day. If multiple meetings can be arranged to happen on the same day, travel expenses and time could be reduced. For the public events Site Workshop will participate, and that role could be reduced, if City of Olympia or Downtown Association support staffs are able to assist. Further, the reprographics are an estimate, and that could be reduced, if you have that in house capability.

The contract attached is our standard contract, though we typically use the municipality's standard contract on public works projects. Either way is fine, just let us know your preference.

The project goal is to develop a plan that helps to address public sanitation in the downtown area. Our research effort will review other cities that have planned or implemented similar projects and their results. We will provide recommendations and best practices for public restroom site locations, facility types, hours of operation, and key criteria for safety and achieving positive results.

We can meet the outlined project schedule with the master planning beginning in March and completion by the end of June in time for the budget cycle process. To meet this schedule we will need to work together to carefully plan meetings and required reviews in order to get on the various stakeholder calendars. We believe that our master plan will help to appropriate the funds needed

for construction to begin in 2018. We are a full service Architectural firm and can also assist with design and/or construction administration when that time comes.

Please contact me if you have any questions. We are looking forward to this opportunity and working with the City of Olympia.

Sincerely,

A handwritten signature in red ink, appearing to read 'Adam Young', with a stylized flourish at the end.

Adam Young
Principal Architect
cc: file.

CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into effective this 14th day of February, 2017 between The City of Olympia of 601 4th Ave E, Olympia, WA 98501.
(Client Name) (Address)
hereinafter referred to as "Client" and Young Architecture LLC, of 110 NW Bowdoin Place, Seattle, Washington 98107, hereinafter referred to as "Consultant".

Whereas, the Client desires to engage the services of a Consultant to "Provide Consulting and Architectural planning services."

The Client and Consultant for mutual consideration hereinafter set forth, agree as follows:

I. OBJECTIVES AND SCOPE OF WORK

The Consultant agrees to perform certain consulting, design, and / or advisory services for the Client as follows:

The goal is to develop a plan that helps to address public sanitation in the downtown area and provides recommendations on location, siting, type of facility and hours of operation for public restrooms. See the attached Task & Fee Outline exhibit A.

II. PAYMENT

Client agrees to pay Consultant as compensation for these services as follows:

A fixed fee based on time and expense per the attached Task & Fee Outline, exhibit A, and per the attached Fee Schedule, exhibit B, for forty one thousand, eight hundred fifty dollars (\$41,850.00).

III. STANDARD PROVISIONS

The standard provisions set forth upon page 2 are incorporated into and made a part of this Agreement. Consultant and Client also agree to the following additional provisions:

No further provisions.

By Consultant



Name Adam M. Young
Title Principal Architect

By Client

Name Keith Stahley
Title The City of Olympia
Director Community Planning and Development Department

STANDARD PROVISIONS

A. PAYMENT

The Consultant's expenses relate to those costs incurred for the Client's project including, but not limited to, necessary transportation costs, meals and lodging, laboratory tests and analyses, computer services, telephone, printing, copying and binding charges. Reimbursement for these expenses shall be on the basis of 1.1 times actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by Consultant. Mileage shall be at the Consultant's current rate.

Technical or professional services provided by an outside source will be billed at 1.1 times the invoice amount.

Monthly invoices will be issued by Consultant for all work performed under the terms of this Agreement. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed. Invoices are due and payable within thirty (30) days of date of invoice. Failure by the Client to remit payment or progress payments within sixty (60) days of date of invoice shall be sufficient reason for Consultant to stop work on the project and/or withhold delivery of completed work until payment is received of past-due invoiced amounts, and any restart charges; and Consultant is satisfied further invoices will be paid within thirty (30) days of invoice. The Consultant may withhold delivery of any and all products until payment in full is received for said work.

The monthly invoices provided by the Consultant will outline the work performed to date and the charges for said work. In the event there is any dispute with regard to the invoice or billing by Client, such objection shall be forwarded in writing to Consultant within ten (10) days of the receipt of the invoice or the information contained in said invoice shall be conclusively presumed to be accurate and the Client agrees to pay according to its tenure.

The parties acknowledge and agree that any estimate of a total fee may not reflect the ultimate charges of Consultant. Each party recognizes the inherent difficulty in any predetermination of the amount of services required for a particular project.

If a retainer is received, it will be credited to the final invoice unless prior arrangement has been made between Client and Consultant.

Recognizing that factors beyond the control of the Consultant exist which require additional cost and effort of time, such as changing government regulations and procedures, permit and regulatory requirements, and level of analyses due to ever increasing standard of care and liability issues, the maximum amount of this contract may be increased an amount not to exceed five (5) percent per year upon documentation by the Consultant.

If at any time, present or future, the state or local government assesses a sale or use tax for any of the services performed by the Consultant and/or its subconsultants under this Agreement, the Client agrees to directly pay such taxes, or should Consultant pay such taxes directly, then the Client agrees to reimburse Consultant in full. Such reimbursement shall be additional to the amount(s) specified in the Payment, Section II of this Agreement.

B. EXTRA WORK

The Client may desire to have the Consultant perform work or render services other than those provided in Objectives and Scope of Work, Section I of this Agreement. This will be Extra Work. Work shall not proceed until so authorized by the Client. Payment for all Extra Work performed under this Agreement shall be on an hourly basis plus expenses in accordance with the attached or any subsequent Schedule of Billing Rates. Charges for outside services, expenses, and subconsultant work will be billed at 1.1 times the invoice amount.

If Extra Work should be requested by Client, such request shall be evidenced by a written supplement signed by Client authorizing the Extra Work. However, in the event that it is not practical for the parties to make a written supplement for the Extra Work, then the oral authorization of Client shall be sufficient to bind the Client to pay for Extra Work according to the Schedule of Billing Rates plus expenses.

C. TIME OF BEGINNING AND COMPLETION

Signing this form is authorization by the Client for the Consultant to proceed with the work.

D. DELAY OF PROJECT

If the project is delayed by any circumstance beyond the control of the Consultant for a period of thirty (30) days or longer during the progress of this work the contract amount will be increased by 10 percent or Ten Thousand Dollars (\$10,000), whichever is lesser, to cover the impact of archiving and restarting the work.

E. PROFESSIONAL STANDARDS

The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in Consultant's community, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement. The Consultant makes no other warranty, expressed or implied.

F. GOVERNING LAW AND VENUE

Unless otherwise provided, this Agreement shall be governed by the laws of the State of Washington. Unless otherwise agreed, venue for any action shall be King County, Washington.

G. SAFETY AND CONSTRUCTION

Consultant shall not be responsible for construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the work performed by the contractor(s) and any subcontractors.

H. TERMINATION

Either the Client or the Consultant may terminate this Agreement by giving thirty (30) days written notice to the other party. In such event, Consultant shall forthwith be paid in full for all work authorized and performed prior to effective date of termination and all expenses incurred or committed to that cannot be canceled. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

Consultant also has the right to complete, at Clients' expense, the tasks and records Consultant considers necessary to protect its professional reputation. A termination charge may also be made to cover administrative and incidental costs related to the work.

I. LEGAL RELATIONS

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be submitted for mediation prior to the commencement of other adjudicatory procedures.

This dispute resolution procedure shall be implemented in any matter by written notice given by any party to the other party or parties to this Agreement. The notice shall contain a statement of the nature of the dispute and the remedy sought. The parties shall make their principals available for a period of two (2) consecutive days during the thirty (30) days following the giving of notice of intent to mediate with the other parties in the dispute.

Unless agreed upon otherwise by the parties signatory to this contract, the location of the mediation shall be Seattle, Washington.

If a settlement is agreed upon through mediation, the parties may agree that the settlement be reduced to writing and that the mediator shall be deemed to be arbitrator for the sole purpose of signing that written settlement agreement which shall then have the same force and effect as an arbitral award.

In the event mediation falls, and legal action is brought by the Client or the Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, then the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses incurred in any action brought by either party under the terms of this Agreement.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be governed by the laws of the State of Washington.

The Client agrees to limit the Consultant's liability to the Client and to all construction contractors and subcontractors on the project, due to Consultant's professional negligent acts, errors or omissions such that the total aggregate liability of the Consultant to all those named shall not exceed the Consultant's total fee for services rendered on this project, or Fifty Thousand Dollars (\$50,000) whichever is lesser.

In the event the Client does not wish to limit the Consultant's liability, as stated, the Consultant will raise the limit to One Million Dollars (\$1,000,000) upon the Client's written request, provided the Client agrees to pay for this increase an additional consideration of five (5) percent of the total contract amount, or Five Hundred Dollars (\$500), whichever is greater.

J. COST ESTIMATES

Any cost estimates provided by the Consultant will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures the Consultant cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

K. REUSE OF DOCUMENTS

All documents including reports, drawings and specifications prepared or furnished by the Consultant pursuant to this Agreement are instruments of service with respect to the project and the Consultant shall retain an ownership and property interest therein whether or not the project is completed. Such documents are not intended or represented to be suitable for use or reuse by the Client or others on the project, on extensions of the project, or on any other project without Consultant's participation. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to the Consultant and the Client shall defend, indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant.

L. SEVERABILITY

If any term, condition or provision of this Agreement or the application to any circumstances is determined to be invalid or unenforceable to any extent, the remaining provisions of this Agreement shall not be affected, but shall instead remain valid and enforceable.

M. PUBLIC RECOGNITION

During development, construction, or upon completion of the project, the Consultant's name will be included on any public recognition/project identification display indicating design team, owners, and/or financiers.

N. COMPLETE AGREEMENT

This Agreement supersedes all verbal and other written understandings and agreements and constitutes the complete and final understanding between Client and Consultant.

End of Contract.

Task & Fee Outline exhibit A

The Fee is based on the following Design Services and INCLUDES the following:

Overall

Planning Services

Task 1 - Preliminary Recommendations				\$	18,000.00
Task 2 - Final Recommendations				\$	9,000.00
				\$	-
				\$	-
				\$	-
				\$	-

Total **\$ 27,000.00**

Subconsultant Services

Site Workshop	\$ 10,000	10%	\$	11,000.00
kwkstudy research and writing	\$ 2,000	10%	\$	2,200.00

Total **\$ 13,200.00**

Total Design Services \$ 40,200.00

Reprographics	\$ 750.00	10%	\$	825.00
Reimbursable Expenses	\$ 750.00	10%	\$	825.00

TOTAL SERVICES **\$ 41,850.00**

Exclusions:

- ADA Consulting
- Survey / Geotechnical Engineering / Civil Engineering / Structural Engineering
- Fire Alarm & Suppression Engineering
- Destructive Investigation
- Permit Fees / Special Testing and Inspections

The Scope of Work and Fee breakdown of tasks by phase:

Task 1 - Preliminary Recommendations

Description	Total
Investigation / Research	\$ 2,000.00
Review Documents	
Site Investigation	
Plan / GIS Review	
Plans	\$ 3,500.00
Specifications	\$ 500.00
Draft Report	\$ 6,000.00
Production	
Cost Estimates	
Presentations	\$ 6,000.00
Prepare Boards, Slides, Presentation	
Meet w/ Stakeholders, City Staff	
Public Presentation / Workshop	
City Council Presentation	
TOTALS -	\$18,000.00

Task 2 - Final Recommendations

Description	Total
Investigation / Research	\$ 500.00
Follow Up Review	
Site Investigation	
Plan / GIS Review	
Plans	\$ 1,500.00
Specifications	\$ 500.00
Draft Report	\$ 2,500.00
Production	
Cost Estimates	
Presentations	\$ 4,000.00
Prepare Boards, Slides, Presentation	
Meet w/ Stakeholders, City Staff	
Public Presentation / Workshop	
City Council Presentation	
TOTALS -	\$9,000.00

YOUNG | architecture LLC

110 NW Bowdoin Place
Seattle, WA 98107

206.852.1956
adam@young-architecture.com

FEE SCHEDULE

2017

Exhibit B

Principal / Project Architect	\$120 per hour
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Drafting / Document Production	\$80 per hour
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Administration	\$55 per hour
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REIMBURSABLE EXPENSES:

Permit Fees	Price plus 10%
-------------	----------------

Mileage	\$0.55 per mile
---------	-----------------

B/W Print / Copy	\$0.10 each
Color	\$0.50 each

Large Format Plot / Copy	Vendor price plus 10%
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Consultants	Price plus 10%
-------------	----------------

Material Samples	Price plus 10%
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