



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, July 13, 2021

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

**1.C CONSIDERATION OF A RESOLUTION EXPRESSING SUPPORT FOR
THURSTON COUNTY MEDIC ONE PROPOSITION NO.1 LEVY LID LIFT**

******THE PUBLIC WILL BE GIVEN AN OPPORTUNITY TO
SPEAK AT THIS TIME FOR OR AGAINST THIS LEVY******

[21-0698](#)

Consideration of a Resolution Expressing City Council Support for
Thurston County Medic One Proposition No.1 Levy Lid Lift

Attachments: [Resolution](#)

2. SPECIAL RECOGNITION

2.A [21-0676](#) Special Recognition - Parks, Arts and Recreation Department
Accomplishments

2.B [21-0699](#) Special Recognition - Proclamation Recognizing Mark Foutch Day

Attachments: [Proclamation](#)

3. PUBLIC COMMENT

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

During this portion of the meeting, community members 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 two (2) 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 COMMENT (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

- 4.A** [21-0702](#) Approval of June 22, 2021 Study Session Meeting Minutes

 Attachments: [Minutes](#)
- 4.B** [21-0701](#) Approval of June 22, 2021 City Council Meeting Minutes

 Attachments: [Minutes](#)
- 4.C** [21-0661](#) Approval to Apply for a National Endowment for the Arts Our Town Grant for the Armory Creative Campus

 Attachments: [Resolution](#)
 [Armory Info Sheet](#)
 [Armory Creative Campus Concept Plan](#)
- 4.D** [21-0634](#) Approval of a Resolution Authorizing an Interlocal Agreement with Washington Consolidated Technology Services for Fire Protection Services

 Attachments: [Resolution](#)
 [Agreement](#)
- 4.E** [21-0636](#) Approval of a Resolution Authorizing an Interlocal Agreement with the Washington State Department of Enterprise Services for Fire Protection Services

 Attachments: [Resolution](#)
 [Agreement](#)
- 4.F** [21-0664](#) Approval of an Appointment to the Utility Advisory Committee to a Fill Vacancy

 Attachments: [Selwitz Application and REsume](#)
- 4.G** [21-0668](#) Approval of an Amendment to the Ad Hoc Committee on Public Safety Charter to Extend the Committee Timeline

 Attachments: [Amended Charter](#)
- 4.H** [21-0669](#) Approval of a Resolution Authorizing the Purchase of 1211 Quince Street SE, Real Estate Owned by Chandra Holdings, Inc.

 Attachments: [Resolution](#)
 [Agreement](#)
- 4.I** [21-0682](#) Approval to Allocate Council Goal Funds to Support the Reimagining Public Safety Public Engagement Process

Attachments: [Project Overview](#)

- 4.J** [21-0695](#) Approval of a Resolution Authorizing an Amendment of the Fir Street Reservoirs Seismic Upgrades Loan Agreement with the Washington State Department of Health

Attachments: [Resolution](#)
 [Contract Amendment](#)

- 4.K** [21-0696](#) Approval of a Resolution to Apply for a Grant for Ecology's GROSS Program for Environmental Education and Equity Program Consent

Attachments: [Resolution](#)
 [Funding Guidelines](#)

4. SECOND READINGS (Ordinances)

- 4.L** [21-0615](#) Approval of an Ordinance Authorizing Acceptance of a Donation of Seven Sculptures for the Installation "A Story Place" as a Gift of Art from Artist Nancy Thorne-Chambers

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

- 4.M** [21-0625](#) Approval of an Ordinance Amending Olympia Municipal Code Section 12.16.090 Relating to Street Vacations

Attachments: [Ordinance](#)

4. FIRST READINGS (Ordinances)

- 4.N** [21-0687](#) Approval of an Ordinance Amending Ordinance No. 4638, Which Vacated of a Portion of an Alley Between State Avenue and 4th Avenue

Attachments: [Ordinance](#)
 [Ordinance No. 4638](#)

- 4.O** [21-0680](#) Approval of an Ordinance Authorizing an Agreement to Accept Donation of "Telephone of the Wind" as a Gift of Art from Artist Corey Dembeck

Attachments: [Ordinance](#)
 [Agreement](#)
 [Article in Seattle Refined](#)

- 4.P** [21-0694](#) Approval of an Ordinance Amending Ordinance 7281 (Second Quarter Budget Amendment)

Attachments: [Ordinance](#)

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A** [21-0700](#) Approval of a Resolution Approving an Increase in City Staffing by Three Full-Time Positions to Support the Implementation of the Citywide Strategic Communications Recommendations
Attachments: [Resolution](#)
- 6.B** [21-0692](#) Boulevard Road Development Project Briefing
Attachments: [Boulevard Road Development Web Page](#)
 [Romano Capital Project Proposal Presentation](#)
- 6.C** [21-0678](#) Approval of a Resolution Authorizing a Professional Services Agreement with Berger Partnership for Phase 1 Design Services at the Yelm Highway Community Park
Attachments: [Resolution](#)
 [Agreement](#)
 [PRAC Recommendation](#)
 [Project Webpage](#)

7. CONTINUED PUBLIC COMMENT

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

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

8.B CITY MANAGER'S REPORT AND REFERRALS

9. ADJOURNMENT

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the Council's Executive Assistant at 360.753.8244 at least 48 hours in advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.



City Council

Consideration of a Resolution Expressing City Council Support for Thurston County Medic One Proposition No.1 Levy Lid Lift

Agenda Date: 7/13/2021
Agenda Item Number:
File Number:21-0698

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

Title

Consideration of a Resolution Expressing City Council Support for Thurston County Medic One Proposition No.1 Levy Lid Lift

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Accept testimony from everyone who wishes to speak for or against the Levy proposition.

Motion if Council wishes to support the Levy: Move to adopt a Resolution expressing City Council support for the Thurston County Medic One Proposition No.1 Levy Lid Lift.

No action is needed if Council does not wish to adopt the Resolution.

Report

Issue:

Whether the City Council will adopt a resolution expressing City Council Support for the Thurston County Medic One Proposition No.1 Levy Lid Lift.

Staff Contact:

Susan Grisham, Assistant to the City Manager, 360.753.8244

Presenter(s):

Kurt Hardin, Thurston County Emergency Services Director will present an educational briefing regarding Proposition No. 1.

Background and Analysis:

This matter has been placed on the City Council agenda so the Council can hear from the public regarding the proposed levy ballot measure.

In accordance with RCW 42.17A.555, any action taken by the Council to support or oppose a ballot

proposition must be done at a properly noticed open public meeting with an opportunity for anyone to comment for or against the ballot measure prior to Council action.

Options:

1. Hold a public hearing and approve the Resolution as presented.
2. Hold a public hearing and amend, then take action to approve the Resolution as amended.
3. Do not take any action.

Attachments:

Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
EXPRESSING SUPPORT FOR THURSTON COUNTY MEDIC ONE PROPOSITION NO.
1 LEVY LID LIFT, TO BE PRESENTED TO THE ELECTORATE AT AN ELECTION TO
BE HELD ON AUGUST 3, 2021**

WHEREAS, Thurston County Medic One Proposition No. 1 Levy Lid Lift will be presented to the voters at an election on August 3, 2021, with the following official Ballot title:

THURSTON COUNTY MEDIC ONE
PROPOSITION NO. 1
LEVY LID LIFT

The Board of County Commissioners of Thurston County adopted Ordinance No. 16014 concerning property taxes for Medic One emergency medical care and services. This proposition would increase the 2022 regular property tax levy for emergency medical care and services to \$0.35/\$1,000 of assessed value (approximately \$0.06 increase); set the limit factor for calculating levy rates in each of the years 2023 through 2027 at 107%, or approximately \$0.03/\$1,000 per year; provide that the levy for 2027 would be used to compute limits on levies after 2027 under chapter 84.55 RCW; and exempt eligible senior veterans and disabled persons under RCW 84.36.381.

Should this proposition be approved?

- ☐ Yes
☐ No

and

WHEREAS, the Board of County Commissioners of Thurston County, Washington has determined that it is in the interest of Thurston County to raise additional funds for Medic One emergency medical services essential to the public health, life, and property of its residents; and

WHEREAS, RCW 84.55.050(2) provides for the levy of regular property taxes in an amount exceeding the limitations specified in chapter 84.55 RCW, if such increased levy is authorized by a ballot proposition approved by a majority of the voters at a primary or general election held within the taxing district (a "levy lid lift"); and

WHEREAS, if approved, this proposition would authorize Thurston County to increase the County's regular property tax levy for Medic One emergency care and services in 2022 from the current amount of \$0.289 to \$0.35 per \$1,000 of assessed property value, with an increase computed annually by applying a limit factor of 107% each year, or approximately \$0.03 per \$1,000 of assessed value per year, for the years 2023 through 2027; and

WHEREAS, Thurston County Proposition No. 1 exempts qualified seniors, veterans, and disabled persons; and

WHEREAS, the City Council recognizes that Medic One supports a comprehensive County-wide tiered emergency management system, which includes 12 fire departments, two ambulance companies, two hospitals, and approximately 700 providers, and serves over 291,000 people across 727 square miles; and

WHEREAS, RCW 42.17A.555 permits the City Council to take a position on a ballot measure at an open public meeting so long as notice of the meeting includes the ballot title and number of the ballot measure, and that those expressing an opposing view are afforded an approximately equal opportunity to express an opinion at a public hearing prior to action by the City Council;

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

Section 1. The Olympia City Council hereby expresses its support of Thurston County Medic One Proposition No. 1 Levy Lid Lift to be presented to the electorate at the election on August 3, 2021.

Section 2. This Resolution shall take effect and be in full force immediately upon passage by the City Council.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY



City Council

Special Recognition - Parks, Arts and Recreation Department Accomplishments

Agenda Date: 7/13/2021
Agenda Item Number: 2.A
File Number: 21-0676

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

Title

Special Recognition - Parks, Arts and Recreation Department Accomplishments

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize multiple recent accomplishments for Parks, Arts and Recreation staff.

Report

Issue:

Whether to recognize the recent accomplishments of the Parks, Arts and Recreation Department.

Staff Contact:

Scott River, Director - Recreation and Facilities, Parks, Arts and Recreation, 360.753.8506

Presenter(s):

Scott River, Director - Recreation and Facilities, Parks, Arts and Recreation

Background and Analysis:

The National Recreation and Park Association identifies July as Parks and Recreation Month, which is also an opportune time to recognize the accomplishments of the City of Olympia's Parks, Arts and Recreation Department.

The special recognition will include Washington Recreation and Park Association awards for 2021, employee leadership certifications and Stevens Field Renovations.

Attachments:

None



City Council

Special Recognition - Proclamation Recognizing Mark Foutch Day

Agenda Date: 7/13/2021
Agenda Item Number: 2.B
File Number: 21-0699

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

Title

Special Recognition - Proclamation Recognizing Mark Foutch Day

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Proclaim July 29, 2021, as Mark Foutch Day in the City of Olympia in honor of his 80th birthday and his many contributions to the City of Olympia.

Report

Issue:

Whether to Proclaim July 29, 2021, as Mark Foutch Day in the City of Olympia.

Staff Contact:

Susan Grisham, Assistant to the City Manager, 360.753.8244

Presenter(s):

Holly Gadbow, former Mayor and Councilmember

Background and Analysis:

Mark Foutch served on the City Council from 1992 - 2007 and held the positions of Councilmember, Mayor Pro-Tem and Mayor at different times throughout his tenure. During the past 35 years, along with serving on the City Council, he has been a community activist, neighborhood association president, and served on many boards.

The City Council will honor Mark for his many contributions to the City of Olympia and the State of Washington on the occasion of his 80th birthday and declare July 29, 2021, as Mark Foutch Day.

Attachments:

Proclamation

PROCLAMATION

WHEREAS, at various points during the past 35 years, Mark Foutch has served as community activist, neighborhood association president, City Councilmember, Mayor Pro Tem and Mayor in the City of Olympia; and

WHEREAS, as President of the Eastside Neighborhood Association he advocated for the establishment of Bread and Roses homeless shelter, pedestrian safety measures at East 4th Avenue near Ralph's Thriftway, preservation of Legion Way's historic trees, and introduced the concept of a Neighborhood Association Recognition and Notification Ordinance; and

WHEREAS, as a Councilmember Mark encouraged the City's purchase of the Bigelow House and the establishment of the Bigelow House Preservation Association for the preservation, maintenance and restoration as a community resource for education about an important piece of Olympia's history; and

WHEREAS, as a Councilmember, Mark sponsored measures to protect community members from crimes motivated by race, color, religion, national origin and sexual preference and advocated for benefits for domestic partners; and

WHEREAS, as Councilmember and Mayor, Mark served on many boards and organizations including the Thurston Regional Planning Council, Cascadia (a multi-state organization promoting transportation, tourism, and trade among Northwest States), Puget Sound Regional Council (strenuously opposing a SeaTac third runway in Thurston County) and Intercity Transit (encouraging bike racks on buses, increased community participation and suggested the elimination of fares); and

WHEREAS, for 15 years Mark served on the Olympic Regional Clean Air Authority where during that time the agency subsidized the replacement of woodstoves for environmentally friendly models and the installation of catalytic converters on school and transit buses to eliminate almost all particulates from diesel; and

WHEREAS, Mark served on the Board of the Association of Washington Cities (AWC), including a term as President and because of his experience in the Capital City and the State during the Nisqually Earthquake, the AWC appointed him to the State Emergency Management Board; and

WHEREAS, Mark's suggestion for names of City facilities live on in the names of Cooper Point Road/Auto Mall Drive, Olympia-Yashiro Friendship Bridge and Lee Creighton Justice Center; and

WHEREAS, because of his military background Mark served as Council liaison to the Army and Air Force at Joint Base Lewis-McChord and the Navy at Bremerton and Bangor and was among the first group of community leaders appointed to JBLM's Civilian Hall of Fame; and

WHEREAS, after his time on the City Council, Mark continued his civic activities as President of the Bigelow Museum and Olympia Historical Society and Board Member of All Aboard Washington to advance improved rail passenger facilities and services; and

***NOW THEREFORE BE IT RESOLVED, that the Olympia City Council does hereby
proclaim Saturday, July 29th, 2021 as***

MARK FOUTCH DAY

***in the City of Olympia and urges all community members to join them in honoring
Mark for his many contributions to City of Olympia and the State of Washington and in
extending our best wishes on the occasion of his 80th birthday.***

***SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 13th DAY OF JULY
2021.***

OLYMPIA CITY COUNCIL

***Cheryl Selby
Mayor***



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

City Council

Approval of June 22, 2021 Study Session Meeting Minutes

Agenda Date: 7/13/2021
Agenda Item Number: 4.A
File Number:21-0702

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

Title

Approval of June 22, 2021 Study Session Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, June 22, 2021

5:30 PM

Online and Via Phone

Study Session

Attend: [https://us02web.zoom.us/j/84717668991?](https://us02web.zoom.us/j/84717668991?pwd=VEoxVzhxSTRFMVdrMHQ4RUF5QldWQT09)
pwd=VEoxVzhxSTRFMVdrMHQ4RUF5QldWQT09

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Clark Gilman, Councilmember Jim Cooper, Councilmember Yến Huỳnh, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Renata Rollins

2. BUSINESS ITEM

2.A [21-0617](#) New Stormwater Rate Structure Proposal Update

Engineering and Planning Supervisor Susan Clark gave an overview of the current storm water rate structure.

She discussed why now is the time to propose a new rate structure. Ms. Clark noted digital mapping and record keeping has improved since the utility was first formed in 1990 making a more specific structure possible. This specificity creates a more equitable rate structure because it would be based on actual, not estimated conditions.

Ms. Clark shared the proposed new rate structure. For residential accounts (14,4000): each customer pays the same rate, 2,882 square feet; no discount maintenance agreement (340 accounts); no construction charge; decrease in rates. For commercial accounts: rates based on actual impervious surface & stormwater mitigation; no administrative fee (consistent with 80% of utilities); flow control exempt area; rate impacts are specific.

Ms. Clark shared next steps. The steps include finalizing online tools for account look-up and appeal process that will be launched on the City website and outreach materials to inform customers on the new rate structure prior to implementation.

Committee members asked clarifying questions.

The study session was completed.

3. ADJOURNMENT

The meeting adjourned at 6:04 p.m.



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

City Council

Approval of June 22, 2021 City Council Meeting Minutes

Agenda Date: 7/13/2021
Agenda Item Number: 4.B
File Number:21-0701

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

Title

Approval of June 22, 2021 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, June 22, 2021

7:00 PM

Online and Via Phone

Register to Attend:

https://us02web.zoom.us/webinar/register/WN_k1WLiSArR3SApZR8o664bg

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Clark Gilman, Councilmember Jim Cooper, Councilmember Yến Huỳnh, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Renata Rollins

1.A ANNOUNCEMENTS - None

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [21-0612](#) Special Recognition - Donation of Seven Sculptures for the Installation "A Story Place" as a Gift of Art from Artist Nancy Thorne-Chambers

Arts Program Manager Stephanie Johnson and Arts Commission Chair Frederick Dobler discussed the donation of *A Story Place* collection of sculptures by artist Nancy Thorne-Chambers. Ms. Johnson shared information regarding where the City would locate the art at the LBA woods should it be accepted.

Ms. Thorne-Chambers shared how excited and honored she was to share the sculptures with the community. Mayor Selby noted the ordinance accepting the art donation is on the evening's consent agenda. Councilmembers asked clarifying questions.

The recognition was received.

2.B [21-0624](#) Special Recognition - Proclamation Recognizing Receipt of the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting

Councilmembers read a proclamation recognizing the City and Finance staff for receiving the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting for the 30th year.

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: Taluana Reed, Darek Ball, Linnea Comstock, Kirk Haffner, Victor Minjares and Chris Stegman.

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

Mayor Selby noted that City Manager Burney's mid-year review will take place on July 13.

4. CONSENT CALENDAR

- 4.A [21-0646](#) Approval of June 8, 2021 Study Session Meeting Minutes

The minutes were adopted.

- 4.B [21-0645](#) Approval of June 8, 2021 City Council Meeting Minutes

The minutes were adopted.

- 4.C [21-0644](#) Approval of June 15, 2021 Work Session Meeting Minutes

The minutes were adopted.

- 4.D [21-0643](#) Bills and Payroll Certification

Payroll check numbers 93018 through 93169 and Direct Deposit transmissions: Total: \$8,367,955.04; Claim check numbers 3734677 through 3736053: Total: \$31,800,762.00.

The decision was adopted.

- 4.E [21-0404](#) Approval of a Resolution Authorizing an Agreement between the City of Olympia and Providence Community Care Center for the Crisis Response Unit and Outreach Services to occupy Office Space at the Community Care Center at 225 State Ave NE

The resolution was adopted.

- 4.F [21-0553](#) Approval of a Resolution Authorizing an Agreement between the City of Olympia and Thurston County, Cities, Tribes and Special Purpose Districts within the Borders of Thurston County to establish a Thurston County Disaster Recovery Council

The resolution was adopted.

- 4.G [21-0627](#) Approval of a Resolution Authorizing a Public Works Trust Fund Loan Application for the Fones Road Improvement Project

The resolution was adopted.

- 4.H [21-0618](#) Approval of the Reallocation of Program Year 2014 Community Development Block Grant Funds

The decision was adopted.

- 4.I [21-0619](#) Approval of Allocation for Program Year 2021 Community Development Block Grant Funds and Creation of Revolving Loan Fund

The decision was adopted.

- 4.J [21-0623](#) Approval of Regional Fire Authority Planning Committee Appointments

The decision was adopted.

4. SECOND READINGS (Ordinances)

- 4.K [21-0614](#) Approval of an Ordinance Relating to Controlled Substances and Amending Olympia Municipal Code Section 9.28.010 by Adopting RCW 69.50.4013, as Amended by Engrossed Senate Bill 5476, Chapter 311, Addressing the *State v. Blake* Decision - First and Final Reading

The ordinance was adopted on first and final reading.

4. FIRST READINGS (Ordinances)

- 4.L [21-0625](#) Approval of an Ordinance Amending Olympia Municipal Code Section 12.16.090 Relating to Street Vacations

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

- 4.M [21-0615](#) Approval of an Ordinance Authorizing Acceptance of a Donation of Seven Sculptures for the Installation "A Story Place" as a Gift of Art from Artist Nancy Thorne-Chambers

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

Approval of the Consent Agenda

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

Aye: 7 - Mayor Selby, Mayor Pro Tem Gilman, Councilmember Cooper, Councilmember Huynh, Councilmember Madrone, Councilmember Parshley and Councilmember Rollins

5. PUBLIC HEARING - None

6. OTHER BUSINESS

6.A [21-0626](#) Thurston County Opioid Task Force Update

Thurston County Opioid Response Coordinator Katie Strozyk gave an update on the work of the Opioid Task Force and an update on the 2021-2022 response plan.

Councilmembers asked clarifying questions.

Councilmember Madrone discussed City staff receiving opioid stigma training and the carrying of Narcan. She also requested the Council issue a proclamation at their August 10 meeting to recognize Overdose Awareness day on August 31.

Mayor Selby requested the Council receive and update on the Task Force on an annual basis.

The report was received.

6.B [21-0570](#) Approval of the Temporary Expansion of the Clean Team and Downtown Ambassador Programs

Economic Development Director Mike Reid gave an overview of the Downtown Ambassadors and Clean Team programs and a proposal to expand it on a temporary basis. He shared the proposal would have a five day a week two-person Downtown Ambassador team focused on afternoon and evening hours. Currently the Clean Team works from 7:00 a.m. - 3:00 p.m. and the Ambassadors work from 8:30 - 4:30 p.m. The Expansion would have both working until 8:00 p.m.

The City received additional Community Development Block Grant (CDBG) funds associated with COVID impacts. The City already committed \$100,000 to an expansion of the Downtown Ambassador program. This \$100,000 can fund two part-time positions (24 hours per week) for one year. The expansion leverages the CDBG funding to make the part-time positions into full-time positions.

The Clean Team expansion would be \$90,000 and focused on the Summer and Fall months. The Ambassador expansion will cost \$110,000; providing year-round funding to expand the additional evening Ambassadors into full time, fully benefited positions.

Councilmembers asked clarifying questions.

Councilmember Huynh moved, seconded by Councilmember Parshley, to approve the temporary expansion of the Clean Team and Downtown Ambassador Programs. The motion carried by the following vote:

Aye: 7 - Mayor Selby, Mayor Pro Tem Gilman, Councilmember Cooper, Councilmember Huynh, Councilmember Madrone, Councilmember Parshley and Councilmember Rollins

6.C [21-0605](#) Approval of a Resolution Accepting the City of Olympia Housing Action Plan

Strategic Projects Manager Amy Buckler gave an overview of the proposed Housing Action Plan. The plan, a collaboration between the Cities of Olympia, Lacey and Tumwater with assistance from the Thurston Regional Planning Council, includes a housing needs assessment; a landlord survey and a draft menu of actions.

Ms. Buckler noted the plan identifies seven housing needs and gaps to be addressed: Affordability, supply, variety, seniors, improvements, stability and supportive housing.

Councilmembers asked clarifying questions.

Councilmember Cooper moved, seconded by Councilmember Madrone, to approve a resolution accepting the City of Olympia Housing Action Plan as proposed. The motion carried by the following vote:

Aye: 7 - Mayor Selby, Mayor Pro Tem Gilman, Councilmember Cooper, Councilmember Huynh, Councilmember Madrone, Councilmember Parshley and Councilmember Rollins

7. CONTINUED PUBLIC COMMENT - None

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

Councilmember Parshley discussed a referral to the Land Use & Environment Committee regarding the elimination of the use of fossil fuels in City owned buildings.

8.B CITY MANAGER'S REPORT AND REFERRALS

City Manager Burney reported the City is working in partnership with Thurston County to open a cooling center at 108 State Avenue over the weekend due to high temperatures expected this coming weekend.

9. EXECUTIVE SESSION

9.A [21-0621](#) Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110(1)(c) - Real Estate Matter

Mayor Selby recessed the meeting at 9:53 p.m. She asked the Council to reconvene in 5 minutes for an Executive Session pursuant to RCW 42.30.110(1)(c) to discuss a real estate matter. She announced no decisions would be made, the meeting was expected to last no longer than 60 minutes, and the Council would adjourn immediately following the Executive Session. The City Attorney was present at the Executive Session.

9. ADJOURNMENT

The meeting was adjourned at 10:31 p.m.



City Council

Approval to Apply for a National Endowment for the Arts Our Town Grant for the Armory Creative Campus

Agenda Date: 7/13/2021
Agenda Item Number: 4.C
File Number: 21-0661

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

Title

Approval to Apply for a National Endowment for the Arts Our Town Grant for the Armory Creative Campus

Recommended Action

Committee Recommendation:

Not referred to a committee, although the Arts Commission has been informed of the grant possibility.

City Manager Recommendation:

Move to approve an application for a National Endowment for the Arts (NEA) Our Town Grant for the Armory: Creative Campus - Facility Design.

Report

Issue:

Whether to approve an application for a NEA Our Town grant for the Armory: Creative Campus - Facility Design. Because this is a matching grant application, with implications for the City budget, staff is requesting Council approval before moving forward.

In addition, as part of the application, the highest-ranking official of the local government is required to submit a formal statement of support designating the project as the one of the up to two applications being submitted for the local government.

Staff Contact:

Angel Nava, Arts Programs Specialist, Parks, Arts & Recreation, 360.753.8384

Presenter(s):

None - Consent Calendar item.

Background and Analysis:

The Olympia Armory is a 50,000 sq ft 1930's historic facility located next to our downtown creative district. In 2021, the Washington State Military Department plans to move to a new space leaving the Armory available for other uses. Recently, Governor Inslee signed an order offering the opportunity to transfer the Olympia Armory to the City of Olympia at no cost to the City. Nine city planning efforts

over the last 30 years point to our community's desire for an Arts Center in Olympia.

The working vision of the Armory: Creative Campus is to support the arts as integral to Olympia's way of life; encourage community growth through creativity and innovation; use the arts to connect people, ideas, and place, while operating from an equity framework.

In June 2021, a consulting team was selected to help lead a community visioning process to develop conceptual design and business plan to be completed by June of 2022. As the City prepares for a potential acquisition and Facility Design staff are seeking out ways to maximize existing resources to help lay the groundwork for potential space renovations. The National Endowment for the Arts Our Town Grant is a well-suited opportunity for this purpose. This is a \$25,000 to \$150,000 - 50/50 matching grant for projects that lay the groundwork for systemic changes that sustain the integration of arts, culture, and design into local strategies for strengthening communities

These projects require a partnership between a local government entity and nonprofit organization, one of which must be a cultural organization; and should engage in partnership with other sectors (such as agriculture and food, economic development, education and youth, environment and energy, health, housing, public safety, transportation, and workforce development).

Neighborhood/Community Interests (if known):

Nine City planning efforts over the last 30 years point to our community's desire for an Arts Center in Olympia - including the City Comprehensive Plan and the 2010 & 2016 Parks, Arts and Recreation Plans.

Options:

1. Move to approve application for an NEA Our Town Grant for the Armory: Creative Campus - Facility Design.
2. Move to not approve application for an NEA Our Town Grant for the Armory: Creative Campus - Facility Design.
3. Consider applying for an NEA Our Town Grant for the Armory: Creative Campus - Facility Design at another time.

Financial Impact:

Armory facility design is projected to cost roughly \$300,000. If secured, the NEA Our Town Grant would cover \$150,000 of this part of the project phase, with the remaining \$150,000 coming from the Olympia Parks, Arts and Recreation Capital Fund.

Attachments:

Resolution

Armory Info Sheet

Armory Creative Campus Concept Plan

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING SUBMISSION OF AN APPLICATION FOR A NATIONAL ENDOWMENT FOR
THE ARTS OUR TOWN GRANT FOR THE OLYMPIA ARMORY**

WHEREAS, Our Town is a creative place making grants program funded by the National Endowment for the Arts (NEA) and supports projects that integrate arts, culture, and design activities into efforts that strengthen communities by advancing local economic, physical, and/or social outcomes; and

WHEREAS, exploration to support City use of the Olympia Armory as a Creative Campus was approved by the City Council on December 8, 2020, and the State of Washington is offering the opportunity to transfer the Olympia Armory to the City of Olympia at no cost to the City; and

WHEREAS, a working vision is to repurpose the Olympia Armory for use as a creative campus – a cultural anchor for building community through the arts, very much in keeping with the intent of the NEA Our Town Grant Program; and

WHEREAS, there is currently funding earmarked for Armory: Creative Campus facility design in the Olympia Parks, Arts and Recreation Capital fund; and

WHEREAS the Our Town Grant, if funded, will support maximizing the City's capacity to implement this phase of the project; and

WHEREAS, because the Our Town Grant is a matching grant program with implications on the City's budget, it is necessary for the City Council to approve submission of the NEA grant application;

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

1. The Olympia City Council hereby approves submission by the City Manager, or their designee, of an application for an Our Town Grant between the City of Olympia and the NEA for the Olympia Armory Project, understanding that the City will be required to provide matching funds of \$150,000 if the City's application is selected.
2. The City Manager or their designee is authorized to execute on behalf of the City of Olympia the application for the NEA Our Town Grant, and any other documents, including contracts, necessary to obligate or use such funds for the Olympia Armory

Project, and to make any minor modifications as may be required and are consistent with the intent of the Grant Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2021.

MAYOR

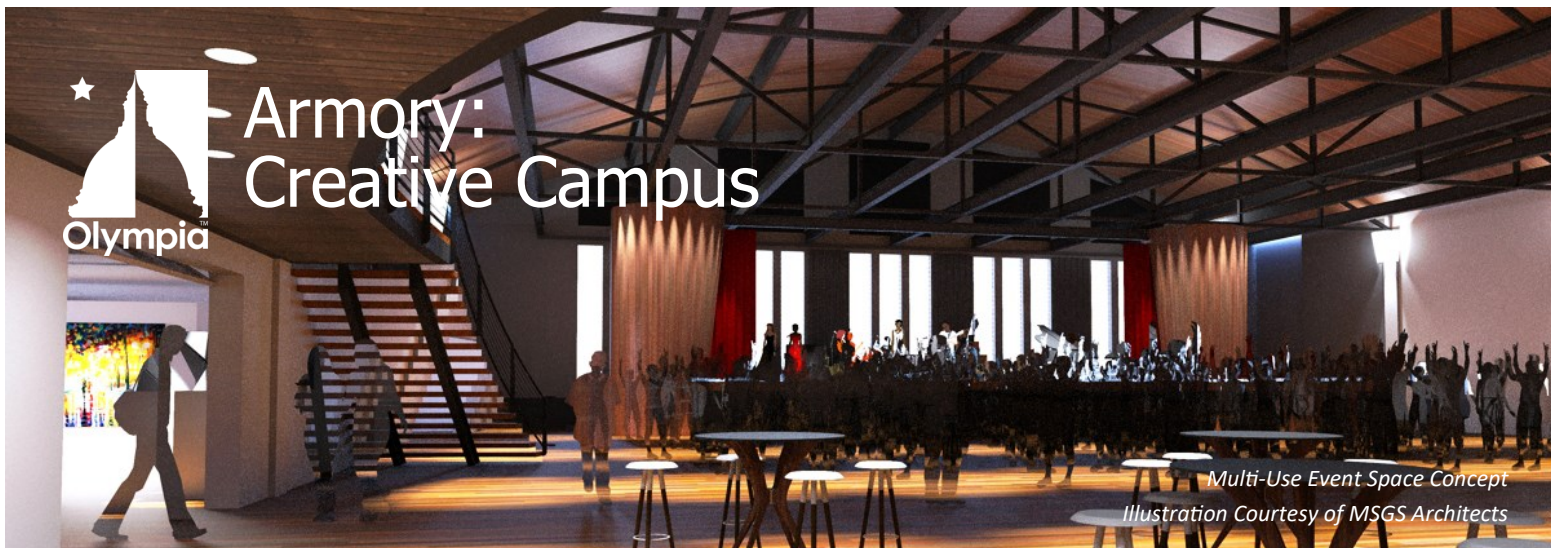
ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY



*Multi-Use Event Space Concept
Illustration Courtesy of MSGS Architects*



The working vision of the Armory: Creative Campus is to support the arts as integral to Olympia’s way of life; encourage community growth through creativity and innovation; use the arts to connect people, ideas, and place; while operating from an equity framework. This offers a glimpse into the possibilities and a guide for understanding the added value the Armory: Creative Campus can bring. This vision will continue to be shaped with the community’s evolving needs and hopes to guide it.

As the National Guard prepares to surplus the building in 2021, the City is preparing for potential acquisition. Key factors point to the Armory as an ideal space for leveraging multiple strategies for community development through the arts in Olympia. With a concept plan and Council support now in place, a feasibility study is being initiated to continue the community visioning process and explore housing options.

Community support continues to grow— Arbutus Folk School, Eastside Neighborhood Association, SOGO, Olympia Dance Association, PARC Foundation, and The Washington Center have independently communicated support for the project. In addition, MSGS Architects worked with staff pro-bono to create concept renderings and draft floor plans of the main building to help illustrate potential space use. Preliminary renderings project the 6,500 SF outbuilding could become

Working Concept

The 50,000 SF building and outbuilding are adaptable to a range of uses with only minor alterations. The 10,000 SF drill floor, commercial kitchen, industrial loading dock, storage, and ample offices are well-suited to this new program use. The building could house community events, rehearsals, maker’s and tech labs, exhibits, studios, admin office, restaurant or café, affordable housing units, and resident organizations. There is physical capacity and flexibility to shape the program to the community’s needs. Initial funding is needed for code, safety and access improvements.



*Exhibit Space Concept
Illustration Courtesy of MSGS Architects*

A Phased Approach

Activate sections of the building in phases while growing programs and partnerships for increased capacity and facility use. Additional elements could include:

- Continue exploring various sustainability and funding strategies
- Apply for grant funding such as a Washington State Building for the Arts
- Work with partners to advance and inform the work



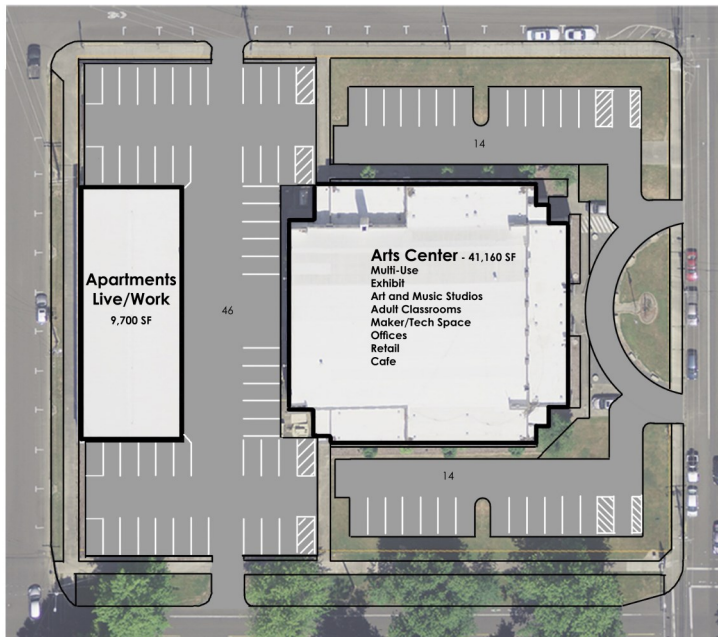
Armory: Creative Campus

Preliminary Concept Samples

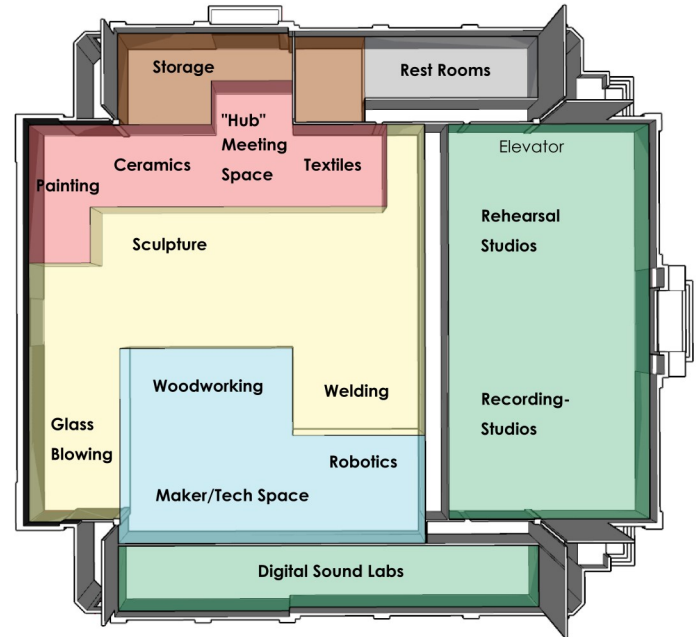
Courtesy of MSGS Architects
Additional Site and Floor Plans available on request

Disclaimer: Images are for illustration purposes only, examples of how the space can be used, they have not been approved or finalized.

Long Term Site Plan



Basement Floor Plan



Space Renderings



Exhibit Space



Events Space



Events Space



Balcony



The Armory: Creative Campus

SUMMARY OF ART CENTER STUDIES, INITIATIVES & PROPOSED BUILDING ACQUISITION

JUNE 2020





Photo: of the Olympia Armory Building

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KEY TERMS & ACRONYMS

ArCH – Arts Cultures and Heritage
ArtsWA – Washington State Arts Commission
COVID-19 – Coronavirus 2019
CP&D – City of Olympia Department of Community Planning & Development
ERA – Economic Research Associates
OPARD – City of Olympia Department of Parks Arts and Recreation
OAA – Olympia Arts Alliance

EXECUTIVE SUMMARY

Olympia Washington's current National Guard Armory is a 50,000 square foot facility that the City of Olympia has identified as a space for strengthening community building and economic development through the arts. The historic Modern Art Deco building, designed by Joseph Wohleb (1939), has been used by the National Guard since 1943. The Guard plans to move to a new facility in February 2021, leaving the building available for other uses by July 2021.

The location and timing of the opportunity are well placed. Olympia was recently awarded one of the first certified Creative District designations by the state of Washington. The Armory is located adjacent to this new district and could serve as an anchor for this growing hub for creativity and innovation. Citizen feedback is guiding the City to look at the Armory as a space to help meet several arts, culture, and community development needs. As identified in a 2018 City ArCH study, affordable space to support creative entrepreneurs, industries, and nonprofits is a clearly identified challenge. The Olympia Arts Commission has had an Arts Center on their radar since their first Needs Assessment Study in 1989. In addition, the surrounding Eastside Neighborhood has identified the Olympia Armory as a desired community center. These are some of the key factors pointing to the Armory as an ideal space for multiplying both current and emerging strategies for community development through the arts in Olympia. Assumed relative health of the building and creative options for short term self-sustaining programs offer a path toward renovating and activating the space in stages as capacity allows.

INTRODUCTION

This plan provides background and support for a community conversation about acquiring and repurposing the Olympia Armory as a vital community asset. A place where people can come together to learn, create, grow, and explore; providing scaffolding for a thriving regional creative ecosystem.

The Olympia Armory consists of a 50,000 sq. ft facility with a main building, adjacent outbuilding, parking lot and lawn areas located at the east edge of downtown Olympia. It is currently owned by the State Military Department and is slated for surplus property disposal.

The arts are an important tool for cultivating creativity and innovation, and in this unprecedented moment in history, creativity and innovation are our best resources in addressing the local and global challenges we face in the wake of COVID-19. The Armory building and its property could be re-purposed to become a much-needed supporting platform for these resources in our community and our region.

The facility could serve as a creative hub for arts education, workforce development, multipurpose events & gatherings, exhibitions, rehearsals, and an incubator for creative organizations & entrepreneurs. The space could offer the Olympia region a key strategy for rebuilding a strong economy. This dedicated facility would have an important role in supporting the creative vitality that has long defined Olympia, and enable us to continue that leadership in providing key solutions to evolving community challenges. It can be a place that brings us together to recognize and express our shared humanity -- a place that enables and supports equity alongside innovation and creativity.

The arts are an integral part of Olympia's identity and are a draw for residents and visitors. From the semi-annual Olympia Arts Walk that attracts an estimated 25,000 attendees each year to the state designated Olympia Creative District with 150+ creative organizations and businesses that call the district home, the arts are part of our economy and way of life. Building on the recent work of City departments, commissions, staff, committees, and community stakeholders, the timing and collective vision points to now as a pivotal moment for a dedicated community arts facility.

The Armory: Creative Campus would be a cultural community anchor in Olympia.

REPORT GOALS AND ANALYSIS

The purpose of this report is to provide an updated, workable art center concept based on previous City studies, current opportunities, needs, and ongoing strategies. This report will:

- Overview previous City studies and initiatives that have documented the desire and need for a dedicated community arts facility in Olympia.
- Explore an expanded vision for how this space can serve economic, community, and livability strategies aligning with City Comprehensive Plan goals, including programming in arts education, community building, and workforce development.
- Outline a working business plan and sustainability model with key organizational partners and space recommendations.
- Provide background and support for a community conversation about acquiring and repurposing the Armory into a vital community asset.

ECONOMIC IMPACT

The expanded vision for the economic impact of the creative campus includes strategic initiatives to support the economy through workforce development and an organization incubator. Highlights from the ERA economic Impact analysis illustrate the power non-profit arts organizations have on the economy. As of the 2007 study *non-profit art organizations in the United States had total expenditures of \$53.2 billion and (were) responsible for nearly 2.1 million jobs and \$47.4 billion in household income on an annual basis*. In 2018, the growing nonprofit arts and culture industry generated \$166.3 billion in economic activity, with the arts responsible for creating 4.13 million full time jobs and generating \$86.68 billion in resident household income for the year (Americans for the Arts). The bigger picture shows that the arts industry on the whole currently contributes \$804.2 billion to the U.S. economy, more than agriculture, transportation, or warehousing (National Endowment for the Arts). Americans for the Arts further illustrates how the Arts Strengthen the U.S. Economy:

1. *Arts strengthen the economy. The arts and culture sector is a \$730 billion industry, which represents 4.2 percent of the nation's GDP—a larger share of the economy than transportation, tourism, and agriculture. The nonprofit arts industry alone generates \$135 billion in economic activity annually (spending by organizations and their audiences), which supports 4.1 million jobs and generates \$22.3 billion in government revenue.*
2. *Arts are good for local businesses. Attendees at nonprofit arts events spend \$24.60 per person, per event, beyond the cost of admission on items such as meals, parking, and babysitters—valuable revenue for local commerce and the community.*
3. *Arts are an export industry. The arts and culture industries posted a \$30 billion international trade surplus in 2014, according to the BEA (Bureau of Economic Analysis.) U.S. exports of arts goods (e.g., movies, paintings, jewelry) exceeded \$60 billion.*
4. *Arts drive tourism. Arts travelers are ideal tourists, staying longer and spending more to seek out authentic cultural experiences. Arts destinations grow the economy by attracting foreign visitor spending. The U.S. Department of Commerce reports that, between 2003-2015, the percentage of international travelers including “art gallery and museum visits” on their trip grew from 17 to 29 percent, and the share attending “concerts, plays, and musicals” increased from 13 to 16 percent.*

Cultural centers have a unique economic impact. “Having a cultural organization in a community has been shown to increase the nearby residential property values by up to 20 percent.” (Americans for the Arts - [link](#)) The arts also have a special tie to workforce development. “By 2020, employers say they’ll be seeking, as their top three desired skills, complex problem-solving, critical thinking, and creativity. The arts drive all three when integrated into education.” In addition, “Employers rank study in the arts as second (following self-employment experience) as an indicator of the kind of creativity they are looking for in employees.” (Americans for the Arts – [link](#).) The arts also have an important role to play in Economic Recovery.

[2020 - Washington COVID-19 Recovery Plan](#)

(Office of the Governor Jay Inslee, policy brief, April 21, 2020)

As we outline studies and city planning that have led to the Armory: Creative Campus, an overview would not be complete without addressing the global virus pandemic COVID-19, the recent and emerging effects it has had on local and world economies, and the Recovery Plan set forth by Washington State to guide in rebuilding in the days ahead. On February 29, 2020 Washington Gov. Jay

Inslee declared a state of emergency in response to the COVID-19 pandemic “and rolled out a series of measures that ultimately led to the statewide Stay Home order on March 23. The order prohibited all non-essential businesses and travel as well as all social, recreational and religious gatherings.” On April 21, 2020 Gov. Inslee announced the Washington COVID-19 Recovery Plan and phased approach to returning to public life in Washington state.

The phased approach includes:

1. Protect the Health and Safety of Washingtonians
2. Facilitate a Safe Start and Transition to Economic Recovery
3. Support All People and Communities

The Armory: Creative Campus could provide a strategic path toward a Safe Start and Transition Into Economic Recovery, as well as Supporting All People and Communities.

Economic recovery could be supported through an arts organization and creative business incubator as well as workforce development programs. Programs could make it easier for workers to navigate the new economy; find new jobs through training & upskilling; and offer support in areas of critical need. It could also support the creation of new jobs through entrepreneurship and small business development, providing small businesses and organizations with the tools they need to thrive in uncertain times.

As a community center and multi-use gathering space the Armory: Creative Campus would provide direct access to social and emotional support through programming and progressive education opportunities rooted in the arts. Programs would not only counteract social isolation, they could help ensure equitable access to social and emotional resources, as well as offer supports for stress and anxiety. In addition, they could offer education supports through innovative approaches to academic learning, and help prevent educational disparities caused by COVID-19.

As our community confronts the effects of this global pandemic, the arts have a strong role to play in recovery and can firmly support the state and City of Olympia in building a prudent way forward.

SUMMARY OF STUDIES AND CITY PLANNING

For over three decades, Olympia citizens have expressed their ongoing desire for a dedicated center for the arts. It has consistently emerged as a community priority through various studies and feedback processes dating back to 1989, when the Olympia Arts Commission first identified the need and role of a dedicated arts facility in Olympia.

Nine different City planning efforts illustrate the conviction that the arts are a powerful tool for strengthening culture, education, community building, equity, and the economy. In 2007, an arts center feasibility study served to prepare the City for the opportunity when the timing and space would align for this purpose. Since then an arts center was added to the Olympia Parks Arts and Recreation and City Comprehensive Plans and has been further explored through various studies with Artspace Projects, Inc, as well as the City's 2018 ArCH study. In 2019, the National Guard announced the construction of a new readiness center to replace the Olympia Armory, making the building available for other uses in 2021. Recognizing the Armory's potential to serve the community, an interdepartmental group of staff began to explore art center models in the Pacific Northwest and beyond. Simultaneously the Eastside Neighborhood Association's Subarea Plan identifying the neighborhood's interest in turning the Armory building into a neighborhood community asset was accepted by City Council in January 2020. A more in-depth overview of these various studies, initiatives, and plans are outlined in Appendix A.

Based on studies and City planning, framework for a creative campus in Olympia includes:

- incubator spaces,
- resident organizations,
- artist in residence live/workspaces,
- makers labs,
- and a progressive arts education experience.

Art centers are cultural anchors and economic powerhouses in the communities they serve, both locally and globally. Olympia community members have recognized this for three decades. Although it is not unusual for the stars to take this long to align, as seen in the 23 years to build a new Olympia City Hall or the 22 years it took to create the expanded Olympia Farmers Market location, it is important to recognize that the last 31 years have led to this moment of action. The time is now to create a dedicated arts facility in Olympia. The following pages help lay the groundwork for an expanded vision for the arts in Olympia and the Armory: Creative Campus that could serve as the hub of a thriving creative ecosystem.

REVIEW OF COMPARABLE PROJECTS

There are many centers around the world for comparison. Those listed below represent some that have helped inform this report and provide multiple configurations for consideration. Additional comparisons are detailed in the 2007 Market and Feasibility Analysis for a Community Arts Center in Olympia, WA (by Economics Research Associates). Some of the examples below were included in the original 2007 report and have been updated to include current data, others are from recent regional site visits, and/or research that have helped to inform project development.

	DNDA Youngstown Cultural Arts Center Seattle, WA link	Kirkland Arts Center Kirkland, WA link	Multnomah Arts Center Portland, OR link	Pratt Fine Arts Center Seattle, WA link	Torpedo Factory Alexandria, VA link	The Center Jackson, WY link
Facility square feet & Info	65,000 1917 school building	10,000 <i>estimated</i> 1889 Investment company bldg	90,000+ <i>estimated</i> 1939 fire dept	40,000+ <i>estimated</i> + 38K addition <i>estimated</i> Former bakery facility	72,000 Renovated factory	98,000 New construction
Approximate Annual Operating Budget	\$2M income \$1.8M expense 2018 report	\$996K revenue \$995K expense 2018 report	n/a	\$3.5M revenue \$2.5M expense 2018 report	\$966K Income \$944K Expenses 2016 analysis	\$3.5M income \$3.7M expense 2018 report
Financial Structure & largest sources of earnings	25% contributions, gifts & grants/ 45% rental Income/ 27% program income/ 3% other	56% earned/ 14% fundraising events/3% corporations/ 18% grants/ 9% individuals other	n/a	56% grants and contributions/ 34% class fees/ 9% studio access/ 1% other	64% rental/ 20% event rental/ 5.1% contributions/ 10.9% other	55% fundraising/ 14% resident leases/ 11% third party rentals/ 19% programming/ 1% misc.
Annual Attendance	45,000	2,131 students 326,774 exhibit attendees 42,785 event attendees	6,000 students	4,335 class registration	500,000 visitors	14,000 students 22,000 tickets sold
Governance Model	Facility owned and operated by DNDA	Non-profit	City owned and operated, supported by 501(c)3 non- profit	Facility owned by city founded by City, now run by nonprofit	Owned & operated by City	Regional facility operated by 501(c)3
Brief Description of Programs & Services	Multi-arts space incubates the arts, artists, and organizations. With affordable housing, alternative school	Visual arts education and exhibitions	High-quality instruction and participation in the visual and performing arts	Professional artist instruction in 8 professionally equipped studios, industrial arts	Artist incubator with 82 studio spaces, 7 galleries, and resident non- profit orgs	Exhibitions, educational programs, 19 resident organizations, and events

Organizations include facilities ranging from 98,000 square feet to roughly 10,000 square feet, and annual operating budgets ranging from roughly \$1 million to just under \$4 million. Financial structures include various combinations of earned and contributed income. Examples of earned income include event & program rentals, class fees, studio access fees, gift shop sales, event ticket sales, and resident leases. Examples of contributed income include grants, corporate or individual gifts, fundraising, and sponsorships.

Comparable projects also include a range of governance models and scope of arts programming. Governance models include non-profit management in a city owned facility, city owned and operated, and non-profit owned & operated. Programming scope includes multi-use arts space with professionally equipped studios, arts education, artist & organization development, artist live/workspaces, alternative high school partnerships, affordable housing, and events.

It is a reasonable assumption that the Armory: Creative Campus would combine various elements of the financial and program structures utilized in comparable projects mentioned. The examples above include two encouraging models of city-owned facilities that are successfully self-sustaining, demonstrating that with the right formula an arts and community center does not have to burden the City budget. Additional research will be helpful in tailoring a financial structure, program needs, and governance model best suited to Olympia's community vision. Outlined in the following pages is an exploration of what's possible in the space guided by community values.

GUIDING PRINCIPLES

Building on recent work, it is important to highlight the Olympia values that inform the development of a dedicated arts facility. The vision for an arts center has continued to be shaped by community values, building on the space as a potential cultural anchor and economic catalyst. As our understanding of how the arts and the creative economy can serve our City's strategic vision has expanded, the possibilities for supporting programs and space have evolved to match.

Guideposts from the City's Comprehensive, ArCH, and OPARD plans, as well as current events have informed this work. One example is the Arts Culture and Heritage study where community members confirmed the arts essential to a healthy community, as well as to social justice, equity and inclusion. Arts Culture and Heritage "informs and infuses our work – social, environmental, economic, political, justice;" as well as is "essential to health as a basic (human) need." The City's Comprehensive plan expands on this by adding, "Olympians value the role parks, open space, recreation and art play in our lives; as these contribute to our sense of community, and to our physical, spiritual and emotional well-being." A list of guideposts from the City's Comprehensive, ArCH, and OPARD plans can be found in Appendix C, serving to honor community voice as fundamental to this work. Additional support is included the nine City studies and initiatives over the last 30 years as referenced in the Overview of Studies included in Appendix A.

Here are select guiding principles and values that align with building a creative campus in Olympia, and support why our community has called us to lead with art.

We lead with art because:

[The arts are integral to our community's way of life](#)

The arts are an expression of our humanity and we create culture through shared arts experiences.

[Our most powerful tools for growth are creativity and innovation](#)

We use the arts to build our future both individually and collectively; the creative process teaches resilience and offers a method for creating a path forward for individuals, organizations and the community, adding to our wellbeing and economy.

[The arts connect people, ideas, and place](#)

Art breathes life into the places we live, helps promote a sense of belonging, and encourages shared understandings between diverse people and ideas.

[Access to the arts is a fundamental human right](#)

We operate from a social justice lens to work towards equity through accessibility and inclusion.

These guiding principles have been informed by generations of community voice and have inspired the vision for the Armory: Creative Campus proposed by this document.

VISION FOR A CREATIVE CAMPUS

The vision of the Armory: Creative Campus is to support the arts as integral to Olympia's way of life; encourage community growth through creativity and innovation; and use the arts to connect people, ideas, and place. This offers a glimpse into the possibilities and a guide for understanding the added value the Armory: Creative Campus can bring. This vision will continue to be shaped with our community's evolving needs and hopes to guide it.

Programming themes:

Community Life

Create community culture through shared arts experiences

- Host and provide space for community gatherings, traditions, and events with multi-use spaces to accommodate a range of needs
- Progressive arts classes for youth, adults, seniors in a broad range of forms and genres reflective of Olympia's diversity

Growth through creativity and innovation

Create opportunities for individuals, organizations and the economy

- Innovative programs in traditional artforms as well as emerging technologies
- Specialized training and access to specialized equipment and spaces to promote skill building and support creative entrepreneurs and workforce development
- Business, non-profit, and social enterprise incubator for creative organizations with shared administrative and programming space for organizational partners

Connecting people, ideas, and place

Art breathes life into the places we live, helps promote a sense of belonging, and encourages shared understandings between diverse people and ideas

- Be a catalyst for community placemaking initiatives like community murals and community led public art projects
- Support a culture of belonging and serve as a vehicle for understanding diverse cultures and perspectives, a space for all community members as well as emerging and professional artists
- Encourage a culture of reciprocal growth strategies through organizational partnerships
- Demonstrate adaptive reuse of historic property as a community asset
- Take advantage of central location on public transit lines, coordinating programming with nearby cultural facilities downtown and in the Olympia Creative District

Operating from an Equity Lens

We operate from a social justice lens to work towards equity through accessibility and inclusion in partnership with community members.

- Intentionally bridge barriers to participation to provide welcoming and financially accessible programs
- Municipal WiFi location ensures all people are connected to opportunities and information
- Universal accessibility to and within facilities, through public transportation systems and ADA improvements
- Encourage community led initiatives and seek to meet special or emerging needs of underserved groups and individuals

FACILITY USAGE AND FINANCIAL ANALYSIS

Outlined in the 2007 Market and Feasibility Analysis for a Community Arts Center in Olympia, WA (by Economics Research Associates) is a detailed look at the potential facility use and financial analysis of a proposed Olympia Arts Center. The document provides a hypothetical budget for a facility ranging from 12,000 to 19,500 square feet managed by a non-profit organization in 2010. The Armory: Creative Campus is a 50,000 square foot facility with an expanded vision for programs and for economic and community development not included in the original 2007 concept. The building also provides added potential for expanded community events and event rental income, as well as space to support organizations through an incubator model. Additional research is needed to better understand facility usage and provide an in-depth financial analysis. This section provides highlights of the 2007 report analysis with updates reflecting possibilities unique to the Armory and serves as a launching point for continued conversation.

Facility Recommendations

The Armory: Creative Campus offers an expanded vision for a community art center. Based on the 2007 financial and usage analysis, ERA recommended a cultural facility in the range of 12,000-19,500 square feet or an average recommended size of 14,000 square feet. This recommendation was for an art center with a focus in arts education and exhibition. The 2020 creative campus vision expands on the original concept to include an adaptable event space, organization incubator with shared administrative and programming space, access to specialized equipment and innovative technology, and a temporary artist in residence live/workspace. The building also offers capacity for other use such as low-income family housing or a larger resident organization, and offers off street parking. The Olympia Armory main building is 41,447 square feet with a roughly 9,000 square foot outbuilding. Renovating the Armory offers the opportunity to create a thriving community asset in a historic space.

Important considerations outlined in the 2007 report were parking, environmental sustainability with LEED certification, and the encouraged potential co-location with other institutions within the facility to help lower costs associated with a build or renovation. Below is a table outlining the ERA recommended facility size and what the Armory facility could offer. For the purpose of the illustration, higher ranges of the ERA size range recommendations are included, with added rough estimates for a multi-use event space, incubator space, maker's and tech labs, artist in residence live/work space, commercial kitchen, and other, which could include affordable family housing, a larger resident organization, or City department.

Facility Component	Low	High	'07 Size	Armory: Creative Campus
Exhibit space	4,000	6,000	5,000	5,000
Office / Admin space	1,500	2,000	1,500	2,000
Classrooms / Workshops	1,500	2,000	1,500	2,000
Work / Studio space	500	1,000	500	1,000
Retail Space	500	1,000	250	1,000
Multi-Use Event Space*				10,000
Incubator Space*				6,500
Makers and Tech Labs*				2,000
Artist in Residence Live/Work*				2,000
Commercial Kitchen*				1,000
Subtotal	8,000	12,000	8,750	34,000
Circulation, Back of House, etc.	2,500	5,000	3,250	5,000
Restaurant / Café	1,500	2,500	2,000	2,500

Other *				10,000
Total Facility Size	12,000	19,500	14,000	50,000
<i>*Notes new space opportunities with a 50,000 square foot facility</i>				

Although renovation costs are not currently known, a reasonable assumption is that renovating the Armory building could offer a lower financial impact than a new build, given the assumed relative healthy condition of the building. Further assessment would be needed to fully understand the financial impact of the renovation. On a tour of the facility National Guard staff confirmed lead abatement had been completed in the building at the former indoor firing range. In 2020, in preparation of selling the building the National Guard began the process of taking a full condition assessment of the facility. Assumed relative health of the building and creative options for short term self-sustaining programs offer a path toward renovating and activating the space in stages as capacity allows.

Financial Analysis

Primary sources of income identified in 2007 were arts education fees, exhibition income, workshop fees, membership dues, merchandise sales, event rentals, and cafe/restaurant income. Potential new sources of income unique to the Armory: Creative Campus include ticket sales from events, and an expanded opportunity for rental income from both one-time event rentals as well as long term resident organizations.

Operating expenses outlined in the ERA report include personnel, teaching staff, supplies, workshop expenses, admin costs/supplies, marketing, utilities, maintenance/ janitorial, exhibit related costs, costs of goods sold, education/programming, and reinvestment/ replacement reserve. Expenses that would likely increase with the programing scope possible at the Armory: Creative Campus include those related to public programs and community events, as well as utilities. Current operational costs for the Olympia Armory building are estimated in the \$27K range per year with repair/maintenance averaging \$28K per year. It is important to note that the building currently operates with 10 staff members per month and is only fully occupied one weekend a month. A fully operating community center would likely see an increase in utilities and repair/maintenance costs.

The ERA outlines that most cultural facilities in 2007 were generating 25-50% of their revenues from earned income, with 36% being a reasonably healthy ratio of earned income and with the remaining 64.3% of contributed income secured through corporate sponsorships of exhibits, individual donations, grants, public funding, and annual fundraisers. The comparable projects outlined on page 8 show a shifting industry trend of a higher earned income to contributed income ratio. Additional study is needed to provide an in-depth financial analysis and fiscal sustainability strategy.

A PHASED GROWTH STRATEGY

A phased approach could be a strategic option towards fulfilling the wide-ranging vision of the Armory: Creative Campus. The relative assumed health of the building allows for immediately activating sections of the building while growing programs and partnerships for increased capacity and facility use. Additional elements of a phased approach include creating operating and capital investment capacity through a Cultural Access Tax in Olympia, applying for external funding such as a Building for the Arts Grant, and strategic community partnerships to advance and inform the work.

Immediate Opportunities

There are a range of programming opportunities that can be implemented in the Armory as is. Activating the 10,000 sq. ft. multi-use event space at the center of the building could provide direct support for community events, demonstrate community value, and build momentum for additional uses. For example, current offices on the first floor could be turned into community classroom and workshop spaces as well as offered as part of an early organization incubator program. Early activation of the commercial kitchen could significantly broaden use options and provide essential supporting income. Identifying spaces that can be immediately utilized with minimal or zero investment, and strategically addressing any needed code and access improvements, will provide a backbone to a phased approach to full building utilization. Community partners could also be essential in shaping the location into an accessible public asset and activating the center early on. Partnerships, community use, and ongoing conversations will provide meaningful opportunities for both early activation and building a creative space suited to our community's needs.

Partnerships

Partnerships and community conversations will continue to be instrumental to both informing and advancing the ongoing work and evolving vision. The Olympia Arts Alliance Arts Space study (summarized in Appendix A) illustrates the strong community desire for the type of multi-use facility being proposed with the Armory building. Seventy percent of organizations surveyed said they had interest in utilizing some type of space in a new multi-use arts facility; with 54 organizations expressing interest in relocating to, expanding into, or launching a new enterprise in a new, multi-use arts facility in the City of Olympia; and 61 interested in renting space on a short term or occasional basis. Organization industries represented included arts education/instruction, music, performance art, art gallery/exhibition space/curatorial, festivals/events, and painting/drawing. This informs understandings of the needs and interests of community partners toward building the Armory: Creative Campus, and the importance of prioritizing partner relationships.

As an interdepartmental initiative there is an inherent path toward involving existing OPARD, ArCH, and CP&D partners as well as bringing on new community members and organizations. Potential partnerships could include:

Arts & Culture Organizations

Arbutus Folk School
The Bridge Music Project
Oly AHA
Olympia Arts Alliance
PARC Foundation
The Washington Center

Emerging and Existing Arts & Culture
Organizations

K-12 Education

Avanti High School
Olympia School District

City Governments, and State Agencies

City of Lacey
City of Tumwater
Eastside Neighborhood Association
Heritage Commission
Olympia Arts Commission
Olympia Recognized Neighborhood Associations
PBIA
Washington State Arts Commission

Associations and Social Service Organizations

Housing Authority
Homeless Response
Olympia Downtown Alliance

Universities and Colleges

The Evergreen State College
SPSCC
St Martins University
University of Washington
Washington State University

Businesses

Creative Entrepreneurs including artists and makers
Restaurant Tenant

It will be helpful to identify potential organizations who are interested in various ongoing space uses such as event and program rentals or becoming anchor or incubator tenants in the space. Additionally, a community visioning process informed by an architecture firm could help further articulate and provide expertise to better inform the growing aspirations with the Armory: Creative Campus. This could be helpful in apprising specific space and programmatic needs, next steps, and how the community would like to fund the project.

Creating Capacity

Key strategies toward expanding capacity include a Cultural Access Tax and external funding opportunities. A **Cultural Access Tax** could serve as a key component for growth and long-term sustainability. In 2015, Washington State passed a Cultural Access bill (RCW.36.160) granting local governments the authority to create a Cultural Access Program in their county or city. Under such authority, revenue raised from a voter approved sales or property tax increase can be used to strengthen access to cultural, science, and heritage organizations and their activities, as well as enhance citizens' participation in their cultural events and programs. ([Website](#)) Cultural Access tax initiatives have been successful across the country as well as regionally.

In November 2018, Tacoma voters approved [Tacoma Creates](#) by 67.2%, passing in every reporting precinct. The sales tax increase, authorized under Tacoma Creates, went into effect April 2019, with the option to be renewed by Tacoma voters in seven years. The 0.1%, or 1 cent for every \$10, sales tax provides key support for arts, culture, heritage and science in Tacoma. *This has allowed Tacoma Creates to fund just under \$1 million to 58 organizations whose primary purpose is to advance or preserve arts, culture, heritage, and science*, as well as expand learning opportunities through high quality after school programming at 17 Tacoma schools and cultural organizations, and participatory budgeting in two targeted neighborhoods.

A Cultural Access tax in Olympia could have a wide-reaching impact. In addition to the types of uses seen in Tacoma, the bill allows funds to be used for capital expenditures, including real property acquisition. This could be instrumental in bringing the Armory: Creative Campus vision to fruition.

Two funding opportunities uniquely suited to this project are the Washington State Building for the Arts Grant, and the Our Town grant program by the National Endowment for the Arts.

Washington State Building for the Arts Grant ([link](#)) awards grants of up to \$2 million to performing arts, art museum, and cultural organizations for as much as 33% state match of eligible project costs for acquisition, construction, and/or major renovation of capital facilities. The deadline for the 2021-2023 grant cycle is August 6, 2020. The next opportunity to apply for the grant would be in 2022 for the 2023-2024 funding cycle. This resource could be considered as part of strategy for a major renovation of the whole facility in one funding cycle or as part of an incremental approach to renovation over multiple funding cycles.

Our Town is the **National Endowment for the Arts'** ([link](#)) creative placemaking grants program that awards up to \$150,000 in matching funds to support projects that integrate arts, culture, and design activities into efforts that strengthen communities by advancing local economic, physical, and/or social outcomes.

Successful Our Town projects ultimately lay the groundwork for systemic changes that sustain the integration of arts, culture, and design into local strategies for strengthening communities. These projects require a partnership between a local government entity and nonprofit organization, one of which must be a cultural organization; and should engage in partnership with other sectors (such as agriculture and food, economic development, education and youth, environment and energy, health, housing, public safety, transportation, and workforce development).

Funds are eligible for a variety of uses including for the design of cultural facilities. This includes the design process to support the creation of dedicated building/space for creating and/or showcasing arts and culture; spaces for artists to live and/or to produce, exhibit, or sell their work; and/or spaces where people congregate. Funds can also be used for artist and creative industry support such as creative business development and professional artist development. This resource would be extremely well suited for pursuing as an early next step. Deadline to apply is typically in early August for projects starting after July 1 the following year.

CONCLUSIONS & RECOMMENDED NEXT STEPS

The Armory: Creative Campus would be a worthy response to our Olympia communities' 30-year call to action. Building this cultural anchor and economic catalyst could have a far-reaching impact especially with communities and individuals needing support as we weather an unpredictable path toward recovery. For many the space and programs will provide a way forward, offering tools for individuals and organizations to shape their own futures, a space for all to come together, using creativity to heal and overcome current and emerging challenges. The Armory: Creative Campus will be a space where Olympia people can experience what it means to be in community.

After careful consideration City staff recommend exploring the acquisition of the Armory building for use as a community asset. An interdepartmental committee with staff expertise in Community Planning and Economic Development; Parks Arts & Recreation; and 214 years of combined professional experience have outlined recommended next steps. These include:

Next 6-18 months

- Enter negotiations with the military department to secure an option on the property
- Identify key partners to continue to inform vision
- Redraw the Creative District Boundary to include the Armory Building
- List the building on the National Registry of Historic Buildings
- Building appraisal and revitalization assessment
- Community visioning

Next 18-36 months

- Explore a Cultural Access Tax initiative in Olympia
- Acquire Building
- Begin self-sustaining programming and facility rentals through City programs and community partnerships
- Apply for an Our Town Grant with the National Endowment for the Arts in 2021 to provide for funds to design the facility

Next 36-48 months

- Facility Design
- Apply for a Building for the Arts Grant in 2022 for the 2023-2024 cycle for building revitalization and adapting for use as an arts facility

Appendix A

OVERVIEW OF STUDIES

For over three decades, Olympia citizens have expressed their ongoing desire for a dedicated center for the arts. It has consistently emerged as a community priority through various studies and feedback processes dating back to 1989, when the Olympia Arts Commission first identified the need and role of a dedicated arts facility in Olympia. Nine different City planning efforts illustrate the conviction that the arts are a powerful tool for strengthening culture, education, community building, equity, and the economy.

In 2007, an arts center feasibility study served to prepare the City for the opportunity when the timing and space would align for this purpose. Since then an arts center was added to the Olympia Parks Arts and Recreation and City Comprehensive Plans and has been further explored through various studies with Artspace Projects, Inc, as well as the City's 2018 ArCH study. In 2019, the National Guard announced the construction of a new readiness center to replace the Olympia Armory, making the Olympia Armory building available for other uses in 2021. Recognizing the Armory's potential to serve the community, an interdepartmental group of staff began to explore art center models in the Pacific Northwest and beyond.

The following is an overview of related studies, analysis and initiatives and how the Armory: Creative Campus could serve to fill a need and a long-held vision for the Olympia Community.

[1989 - Needs Assessment Study for the Olympia Arts Commission](#)

(Michael R. Pendleton and Nancy Leahy, organizational consultants, August 1989)

Study first identified the key role an arts facility would have in meeting the needs of artists, arts organizations, and the whole Olympia community. Including space needs such as:

- Studio and rehearsal spaces for artists
- Public gallery, rehearsal, and performances spaces for organizations
- Arts education consistently named a primary community need by local arts organizations
- Expanded art opportunities for the whole community identified as a community interest

The study laid the foundation for the City's current Arts Program. Elements of the study that continue to be echoed in community voices today are the need for expanded opportunities for arts education and programming available to the whole community, and a need for rehearsal spaces and studio access for artists, performers, and organizations. Almost twenty years later a follow up study was commissioned to determine if public art space was still a need, and in what form.

[2007 - Market and Feasibility Analysis for a Community Arts Center in Olympia Washington](#)

(Economic Research Associates, March 2007)

The ERA report created a workable art center concept and identified broad feasibility parameters so the City can effectively respond to any future development opportunities. The overall concept was based on the following guiding principles:

- *Include a broad range of arts programs and genres, honoring Olympia's strength of arts diversity, and accommodating a variety of activities.*
- *Include flexible spaces and an exhibit area accommodating a range of exhibitions.*
- *There are adequate performing arts facilities in Olympia, affordability issues would not be solved with the development of another.*
- *Be operationally financially viable and maximize earned income potential.*
- *Create new 501(c)3 organization for fundraising. Operation possibilities include having the arts center run by a new non-profit, by the City of Olympia, or a hybrid between these two options. An existing arts organization should not manage the arts center.*
- *Offer a variety of classes and workshops for amateur and professional artists as well as the general public.*
- *Provide curriculum-related school programs to be eligible for public and private grants.*
- *Provide limited general use studio space for short term use.*
- *Locate the arts center on the Olympia waterfront and/or close to other downtown cultural facilities.*

The ERA report confirmed the ongoing need for an arts center and how it could specifically support community members, artists, performers, and organizations. It offers a roadmap rooted in sustainability for creating a hub to strengthen and support the broad array of arts disciplines and creative community uses. It also provides a preliminary non-site specific business plan structure which informs the business plan you will see later in this document; and it outlines key space needs and recommended facilities which identify the Olympia Armory building as one of a handful of spaces well suited for this type of facility.

[2009 - Pre-Feasibility Study for Artist Workforce Housing](#)

A community effort to support workforce housing for artists with the possibility of a ground floor arts center began in 2009, with a visit to Olympia from Artspace Projects, Inc., a national developer of affordable artist live/work spaces with 52 projects across the nation, 5 of which are in Washington State. The City conducted the pre-feasibility study in 2009 and supported the follow-up 2014 study conducted by the Olympia Artspace Alliance, a local non-profit organization established in 2011 which grew directly out of the 2009 effort.

[2014 - Olympia Area Artists and Arts, Creative and Cultural Organizations and Businesses Space Needs and Preferences Report](#)

(Prepared by Artspace Projects and Swan Research and Consulting)

In 2014, Olympia Artspace Alliance (OAA) continued their partnership with Artspace Projects, Inc. to assess space needs of artists, individuals, and cultural organizations working in the arts and creative industries in Olympia and the surrounding region. OAA gathered project support and funding for this effort from an impressive array of state and local partners including the Washington State Arts Commission, the Community Foundation of South Puget Sound, the Thurston County Chamber of Commerce, the Thurston County Economic Development Council, the Olympia Downtown Association and the Freas Foundation.

The results of OAA's survey work reflect a need for spaces of all types. Key findings relevant to the development of a creative campus are the space needs of both artists and arts organizations, and the

strong community desire for the type of multi-use facility being proposed for the Armory building. Seventy percent of organizations surveyed said they had interest in utilizing some type of space in a new multi-use arts facility; with 54 organizations expressing interest in relocating to, expanding into, or launching a new enterprise in a new, multi-use arts facility in the City of Olympia; and 61 interested in renting space on a short term or occasional basis. Organization industries represented included arts education/instruction, music, performance art, art gallery/exhibition space/curatorial, festivals/events, and painting/drawing.

Integral partners in supporting a vision for a thriving creative ecosystem include artists *and* creative organizations. This study is pivotal in illustrating the fundamental needs of these groups and confirms their desire for a multiuse arts facility in Olympia.

The vision for an Armory: Creative Campus builds on the idea of a dedicated space for creative activities by expanding on the intentional way this space will serve the whole community. Outlined in the City's Comprehensive Plan are some of the ways the City plans to use the arts to guide continued regional growth.

[2014 - City of Olympia Comprehensive Plan](#)

The City's Comprehensive Plan is our community's guiding blueprint for how our values and priorities will shape Olympia's future growth. Heavy in community participation, many of the Comprehensive Plan's statements of strategy, goals, and intention amplify the messages of previous studies.

- *[Olympia will be] An arts magnet: The City will continue to sponsor and support music and art events and festivals, which attract residents and visitors from throughout the area. The City will take advantage of provisions in state law to fund art throughout the capital.*
- *Olympians value the role parks, open space, recreation and art play in our lives; as these contribute to our sense of community, and to our physical, spiritual and emotional well-being.*
- *Our community should continue to be an active center for arts and recreation – and grow and foster their development.*
- *Sustain and expand the role of arts in shaping the quality of life in Olympia and community culture. Olympians value neighborhoods with distinct identities; historic buildings and places.*

The Armory: Creative Campus would be a physical extension of the values and priorities listed above. It offers the opportunity to repurpose a historic building that already has deep roots in the community, transforming it into hub of creativity and innovation.

[2016 - Olympia Parks Arts and Recreation Department Strategic Plan](#)

On November 3, 2015, Olympians took a historic step to further enhance Parks, Arts and Recreation services. The Olympia Metropolitan Parks District (MPD) funding measure passed with more than 60% voter approval. The newly-formed MPD will ensure that the existing park system is well-maintained and remains safe and accessible. It will also provide the resources to meet expanding needs as Olympia grows substantially over the next twenty years. This community-driven update to the Parks, Arts and Recreation Plan provides the road map and funding plan to achieve that vision through the following actions:

- Acquisition of 417 acres of new park land

- An increase of more than 25% to our existing 16-mile trail inventory
- Elimination of the existing \$4 million major-maintenance backlog
- Management shift towards data-driven decisions with performance measures
- A strengthened commitment to the arts and to recreation programming
- More than doubled investment in safety and security of our parks and facilities

The plan outlines a specific strategy connected to the development of an Arts Center in Olympia. The Plan's Capital Investment Strategy identifies \$4.6 million in MPD funds in 2017-2021 to support a high priority project. An Arts Center is one of four projects identified as a high priority project to utilize these funds. The Plan's "Long Range Options (2022-2035)" section of the Capital Investment Strategy budgets \$1.5 million for an arts center in 2022-2035. The plan also outlines the overall strategic need for increased arts programming for the whole community.

Building on the goals of the Comprehensive and OPARD Plans, the following study was commissioned to explore the opportunities of a unified strategic approach to the role Arts, Cultures and Heritage can have in supporting the City's strategic vision.

[2018 - Expanding the Arts Cultures and Heritage Profile in Olympia](#) (Athena Group, 2018 Study)

ArCH Profile Executive Summary excerpt:

In early 2017, the Olympia City Council launched this effort to take a fresh look at the City's commitment to arts, cultures and heritage – ArCH. The foundation for expanding the profile of ArCH is provided by the City's Comprehensive Plan; the Downtown Strategy and the Parks, Arts & Recreation Plan. The City hired the Athena Group to lead a broad-based community process to provide research, options and recommendations to enhance the Olympia community's offerings of and support for programs, activities and events in ArCH.

Recommendations to Expand the Profile of ArCH in Olympia include (Summary):

1. Create a new ArCH structure within City government.
2. Connecting ArCH requires creative work, skillful design, some start-up projects and an evolving vision.
3. Leverage the City's commitment to ArCH through strategic partnerships throughout the community.
4. Make Olympia a regional center for ArCH.
5. Expand and improve available space for ArCH.
6. Grow local resources to support ArCH.
7. Develop metrics to measure performance and track the arts, heritage and cultures in, of and for our community.

One of the most powerful aspects of the ArCH study were the community leaders, the ten resource committee members who represented over twenty local, regional and state organizations. Their collective voice outlined the key role an arts center plays in expanding and improving available space for arts, culture and heritage programs, activities and initiatives. The plan directs "City leadership and community partners (to) pull together to meet the facility needs for ArCH activities, and to implement related goals of the Comprehensive Plan and Downtown Strategy," referring to an art center as part of the Comprehensive Plan, as well as highlights the need for "Additional public and private funds ... to support growth in ArCH." The study highlights the importance of accessible public space to support

individuals and organizations engaged in the arts and humanities and identifies strategies for elevating arts, cultures and heritage in Olympia.

One of the first City ArCH strategies was to leverage the Washington State Arts Commission's (ArtsWA) newly developed Creative District Program, to help turn cultural activities into economic growth. Olympia's identified creative district is designed to magnify the City's downtown as a thriving space for artists, makers and creative industries.

2019 - Olympia Downtown Creative District

The Creative District, a 30-block area of downtown Olympia, is where creativity and innovation thrive most visibly in Olympia. The area is home to over 150 creative venues and businesses that reflect Olympia's unique character, authenticity, and fresh thinking, and directly support artists and creative workers. Together they form energetic creative hubs for connection, making Olympia an exciting place to live, work, and explore.

Creative District designation is a vehicle to encourage the continuation of creativity and innovation in the district and to overflow into surrounding areas & beyond. It can be used to support growth of current artists & businesses, attract innovative startups, create jobs, strengthen a cohesive community downtown, and promote Olympia as a great place to be.

The growing vision for the Olympia Creative District:

- A place for artists to live and work, with affordable spaces for makers and creators
- A diverse economic hub inspiring growth and expansion of existing and emerging artists and businesses
- Spaces filled with historic character and adaptive reuse of underutilized spaces
- Retain, promote and encourage Olympia's quirky, vibrant, and artistic community

The Creative District is able to support strategies for use of underutilized spaces. A creative campus would provide scaffolding to innovative entrepreneurs and arts organizations to support them in being better positioned to activate these spaces. The campus will be a key resource to artists and makers through dedicated maker/tech labs and access to specialized training and equipment, serving an important role in workforce development and skill building. Shared office and programming space would provide an incubator to emerging arts organizations and creative start-ups, and enable cross-pollination of ideas and support.

As we continue to explore the possibilities, engaging the surrounding community and neighborhood is essential. An important piece of the current overview is alignment with the Eastside Neighborhood Association's strategic goal to transform the Armory into a community asset.

2019 – City of Olympia Eastside Subarea Plan

(City Council Subarea Plan Acceptance, January 2020)

The City of Olympia's 2014 Comprehensive plan enables and encourages a grassroots process where recognized Neighborhood Associations, composed of local residents, businesses and community organizations, help to set priorities for how their neighborhood will grow and develop. This process, known as Subarea Planning, gives neighborhoods the chance to collaborate with the City to shape future

development in alignment with neighborhood interests and values, while remaining consistent with the City's Comprehensive Plan.

From 2017-2019 the Eastside Neighborhood Association developed a Subarea Plan that includes four action plans consistent with the Comprehensive Plan goals and policies. The fourth action plan specifically identifies the Olympia Armory building as part of an Action Step toward improving the quality of life for all residents through community connections. As outlined in Action Step 4.1.1.2 the plan outlines *Work(ing) with partners to pursue acquisition of the National Guard Armory for the purpose of converting the building into a community asset.* (pg. 23) This subarea plan was accepted by council in January 2020.

2020 - Regional Site Visits

While Olympia's vision is unique to our community, looking at regional models can offer guidance towards best practices. Community arts spaces vary widely in use and objective, and the Pacific Northwest is home to many successful examples as seen in recent regional site visits. City staff began visiting some of these facilities in 2019 to help further research possibilities of an art center in Olympia.

This research has allowed the City to:

- Further explore the ways that communities are served by arts and cultural centers
- Understand operational models for running them
- Better assess Olympia's needs
- Prepare for this emerging opportunity

These site visits are illustrating how community art centers:

- Encourage community partnerships
- Provide access to specialized training and equipment for artists and creative entrepreneurs
- Offer affordable live-work spaces for artists
- Create incubator spaces for emerging artists, businesses and arts organizations to grow
- Support creative reuse of historic buildings
- Provide affordable access to the arts for a wide range of community members
- Utilize a variety of operational and funding models

Locations visited include:

Multnomah Art Center, Portland, OR
Portland Center Stage at The Armory, Portland, OR
Pratt Fine Arts Center, Seattle, WA
Youngstown Cultural Arts Center, Seattle WA

Recent site visits together with three decades of planning have shaped the framework for a creative campus in Olympia, one that includes incubator spaces, resident organizations, artist in residence live/workspace, makers labs, and a progressive arts education experience.

As we outline studies and city planning that have led to the Armory: Creative Campus, an overview would not be complete without addressing the global virus pandemic COVID-19, the recent and emerging effects it has had on local and world economies, and the Recovery Plan set forth by Washington State to guide in rebuilding in the days ahead.

[2020 - Washington COVID-19 Recovery Plan](#)

(Office of the Governor Jay Inslee, policy brief, April 21, 2020)

On February 29, 2020 Washington Gov. Jay Inslee declared a state of emergency in response to the COVID-19 pandemic *and rolled out a series of measures that ultimately led to the statewide Stay Home order on March 23. The order prohibited all non-essential businesses and travel as well as all social, recreational and religious gatherings.* On April 21, 2020 Gov. Inslee announced the Washington COVID-19 Recovery Plan and phased approach to returning to public life in Washington state.

The phased approach includes:

4. Protect the Health and Safety of Washingtonians
5. Facilitate a Safe Start and Transition to Economic Recovery
6. Support All People and Communities

The Armory: Creative Campus could provide a strategic path toward *a Safe Start and Transition Into Economic Recovery, as well as Supporting All People and Communities.*

Economic recovery could be supported through an arts organization and creative business incubator as well as workforce development programs. Programs could make it easier for workers to navigate the new economy; find new jobs through training & upskilling; and offer support in areas of critical need. It could also support the creation of new jobs through entrepreneurship and small business development, providing small businesses and organizations with the tools they need to thrive in uncertain times.

As a community center and multi-use gathering space, the Armory: Creative Campus would provide direct access to social and emotional support through programming and progressive education opportunities rooted in the arts. Programs would not only counteract social isolation, they could help ensure equitable access to social and emotional resources, as well as offer supports for stress and anxiety. In addition, they could offer education supports through innovative approaches to academic learning, and help prevent educational disparities caused by COVID-19.

As our community confronts the effects of this global pandemic, the arts have a strong role to play in recovery and can firmly support the state and City of Olympia in building a prudent way forward.

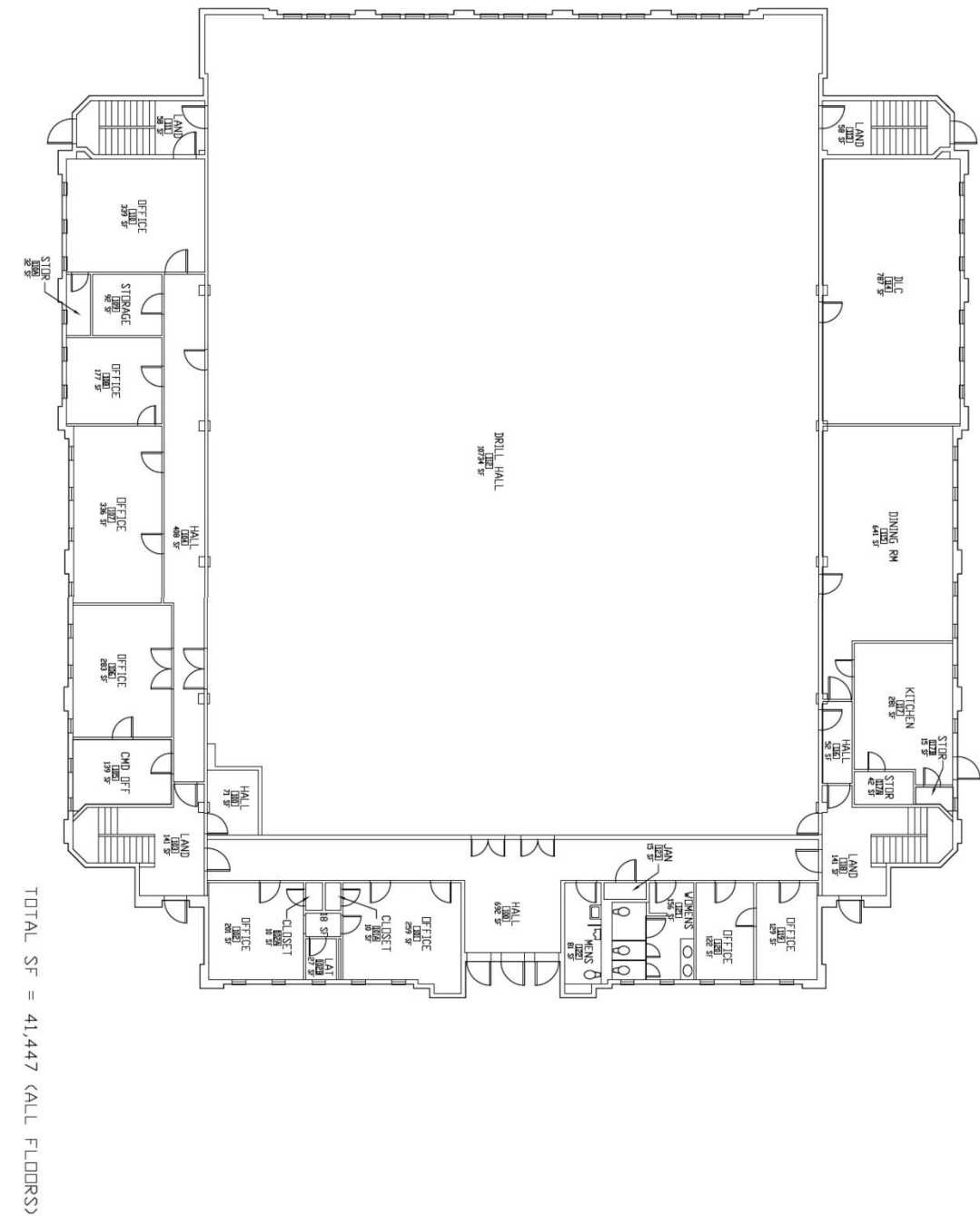
[Overview of Studies Wrap Up](#)

Art centers are cultural anchors and economic powerhouses in the communities they serve both locally and globally. Olympia community members have recognized this for three decades, established through this overview of studies. Although it is not unusual for the stars to take this long to align, as seen in the 23 years to build a new Olympia City Hall or the 22 years it took to create the expanded Olympia Farmers Market location, it is important to recognize that the last 31 years have led to this moment of action. The time is now to create a dedicated arts facility in Olympia.

Appendix B

FLOOR PLANS OF THE OLYMPIA ARMORY

First Floor



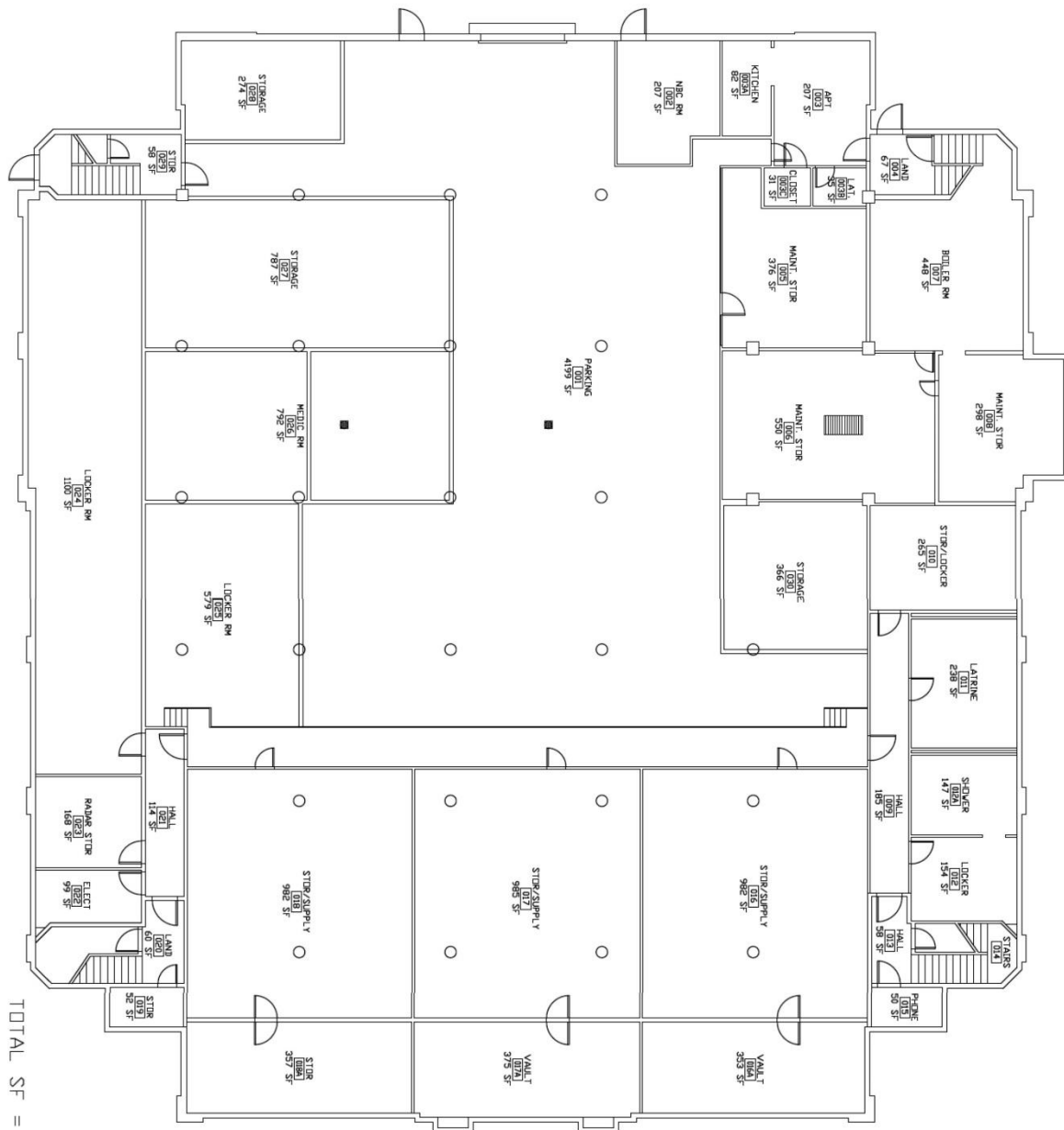
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SHEET NO:	OLYMPIA BUILDING NO. 1 1ST FLOOR PLAN	53A85_1_1STPLAN	DATE: 9-15-11
1 OF 1	FACILITY ENGINEER DIVISION BUILDING 36 - CAMP MURRAY TACOMA, WA 98430-5052	APPROVALS: USER: _____ P.M.: _____ F.M.O.: _____ AGENCY DIRECTOR: _____	DESIGN: DRAWN: _____ CHECK: _____ DATE: 1-27-03
STATE OF WASHINGTON - MILITARY DEPARTMENT - ARMY NATIONAL GUARD			

Second Floor



PROJECT NO.	PROJECT TITLE:	DRAWING NO.	REVISION:
	OLYMPIA	53A85_1_2NDPLAN	DATE: 9-15-11
	BUILDING NO. 1	FACILITY ENGINEER DIVISION	
	2ND FLOOR PLAN	BUILDING 36 - CAMP MURRAY	
		TACOMA, WA 98430-5052	
SHEET NO.		APPROVALS:	
1 OF 1		USER:	DRWN: _____
		P.M.:	CHKD: _____
		F.M.D.:	DATE: 2-27-63
		AGENCY DIRECTOR:	
STATE OF WASHINGTON - MILITARY DEPARTMENT		ARMY NATIONAL GUARD	

Basement



TOTAL SF = 41,447 (ALL FLOORS)

PROJECT NO.	PROJECT TITLE:	DRAWING NO.	REVISION:
	OLYMPIA	53A85_1_BSMTPLAN	DATE: XX-XX-XX
SHEET NO.	BUILDING NO. 1	FACILITY ENGINEER DIVISION	APPROVALS:
1 OF 1	BASEMENT FLOOR PLAN	TACOMA, WA 98430-5052	DESIGN: _____
			DRWN: _____
			CHKD: _____
			F.M.D.: _____
			DATE: 2-27-03
			AGENCY DIRECTOR: _____
STATE OF WASHINGTON - MILITARY DEPARTMENT - ARMY NATIONAL GUARD			

Appendix C

OVERVIEW OF COMMUNITY VALUES

Included in this section are the values and/or principles from the City of Olympia Comprehensive Plan; Olympia Parks, Arts and Recreation Strategic Plan; and the Arts Culture and Heritage Study. These were thoughtfully developed through various community input processes.

Olympia Values Identified in the City Comprehensive Plan

Public Participation and Partners

Olympians value their right to participate in City government, and to engage in meaningful, open and respectful community dialogue regarding decisions that affect our community.

Our Natural Environment

Olympians value our role as stewards of the water, air, land, vegetation, and animals around us, and believe it is our responsibility to our children and grandchildren to restore, protect, and enhance the exceptional natural environment that surrounds us.

Land Use and Urban Design

Olympians value neighborhoods with distinct identities; historic buildings and places; a walkable and comfortable downtown; increased urban green space; locally produced food; and public spaces for citizens in neighborhoods, downtown, and along our shorelines.

Transportation

Olympians want a transportation system that can move people and goods through the community safely while conserving energy, and with minimal environmental impacts. We want it to connect to our homes, businesses and gathering spaces and promote healthy neighborhoods.

Public Health, Parks, Arts and Recreation

Olympians value the role that parks, open space, recreation and art play in our lives; as these contribute to our sense of community, and to our physical, spiritual and emotional well-being.

Economy

Olympians recognize the importance of our quality of life to a healthy economy. We value our status as Washington State's capital, as well as our community businesses, as a source of family-wage jobs, goods and services, and various other contributions that help us meet community goals.

Public Services

Olympia residents value the protection our police, fire, and emergency medical services provide. They also support codes that enforce the City's efforts to maintain

neighborhood quality, adequate and affordable housing for all residents, community gathering places, and recreational centers.

Olympia Values Arts Culture and Heritage as essential to:

Shared History

- History is a continuum reaching back and looking forward
- Heritage is not just the built environment, but embedded in sense of place and community

Healthy Community

- ArCH promotes community vitality by supporting shared experiences that bring people together to create, celebrate and foster connections and partnerships.
- ArCH is nutritious – essential to health, a basic need, formative, and supporting.
- ArCH informs and infuses our work – social, environmental, economic, political, justice.

Equity, inclusion and social Justice

- Diversity, equity and inclusion are valued and honored.
- ArCH belongs to and is accessible to all.

Significance of Place

- Downtown Olympia is the region's economic, social and cultural center.
- Olympia's sense of place depends on shared culture.

OPARD seeks to enrich Olympia's quality of life through:

Environmental stewardship

Strengthening community connection

Creating neighborhood identity

Fostering artistic expression

Beautifying our City



City Council

Approval of a Resolution Authorizing an Interlocal Agreement with Washington Consolidated Technology Services for Fire Protection Services

Agenda Date: 7/13/2021
Agenda Item Number: 4.D
File Number: 21-0634

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

Title

Approval of a Resolution Authorizing an Interlocal Agreement with Washington Consolidated Technology Services for Fire Protection Services

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing the City Manager to sign and Interlocal Agreement between the City of Olympia (City) and Washington Consolidated Technology Services (WaTech) for Fire Protection services for the July 1, 2021 to June 30, 2022 fiscal year.

Report

Issue:

Whether to approve a Resolution authorizing the Interlocal Agreement with WaTech for Fire Protection services and subsequent billing for WaTech during the July 1, 2021 to June 30, 2022 fiscal year, as allowed per RCW 35.21.779.

Staff Contact:

Mark John, Fire Chief, 360.753.8466
Toby Levens, Supervisor III, 360.753.8431

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Since 1993, the City of Olympia has billed the State for Fire Protection services. This billing is allowed per RCW 35.21.779. The RCW stipulates that when the estimated value of State facilities sited in a municipality equals 10 percent or more of that municipality's total assessed valuation, State agencies owning those facilities shall enter into a compulsory fire protection contract with the

municipality to provide an equitable share of the fire protection costs.

State of Washington properties in Olympia, including the Washington State Consolidated Technology Services (WaTech) building at 1500 Jefferson Street, do total to an assessed value of more than 10 percent. The 1500 Jefferson Street building is included in the calculation used to determine the amount of State property located in the City of Olympia.

The building at 1500 Jefferson Street, occupied by WaTech, chooses to negotiate separately from Department of Enterprise Services for their building(s) on the Capitol Campus. The agreement for the remainder of the Department of Enterprise Services buildings and their fire protection agreement will come forward as a separate action on the July 13, 2021, business meeting agenda.

The amount of the WaTech contract for the 2021-2022 fiscal year is \$107,500.00. This reflects a 7.5 percent increase from the previous contract.

Neighborhood/Community Interests (if known):

Fire response to 1500 Jefferson Street is critical to the safety of those who work in the building, as well as the surrounding neighbors.

Options:

1. Move to approve the Resolution authorizing the Interlocal Agreement: Accept the terms of the Interlocal Agreement and authorize the City Manager to sign the agreement.
2. Do not approve the Resolution authorizing the Interlocal Agreement and send it back to staff. Expected revenues for the 2021 to 2022 fiscal year from the State may not be collected as anticipated.
3. Consider the Resolution authorizing the Interlocal Agreement at another time.

Financial Impact:

The City will receive \$107,500.00 from WaTech during the 2021-2022 fiscal year. Additionally, under a separate contract, the City will receive funding from Washington State Department of Enterprise Services for buildings also on the State Campus.

Attachment:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND
WASHINGTON CONSOLIDATED TECHNOLOGY SERVICES (WATECH) FOR FIRE
PROTECTION SERVICES**

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; and

WHEREAS, the State of Washington and the City of Olympia have entered into a series of contracts since 1993, providing for the State of Washington to pay its fair share of costs for fire protection services for state buildings or facilities located within the city of Olympia; and

WHEREAS, since 1993 a fire protection services agreement(s) was the product of good faith negotiations between the Washington State Department of Enterprise Services (DES) on behalf of a variety of state agencies and the City of Olympia; and

WHEREAS, RCW Chapter 43.15 establishes an agency for the State of Washington known as the Consolidated Technology Services agency, also known as Washington Technology Solutions or “WaTech”, and that said state agency has entered into a fire protection services agreement with the City of Olympia following the agency’s creation by ESSB 5931, Laws of 2011, Chapter 43, section 801, June 15, 2011; and

WHEREAS, negotiations with the State have produced a formula for computing the State’s share of the City of Olympia Fire Department’s budget, representing total square footage of State-owned buildings or facilities located within the City; and

WHEREAS, various state agencies located within the municipal limits of the City of Olympia through the Washington State Department of Enterprise Services have negotiated with the City of Olympia for fire protection service agreements annually; and

WHEREAS, the City of Olympia and the Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or “WaTech”, had negotiated a fire services protection agreement for July 1, 2020 through June 30, 2021, to protect the agency’s facilities; and

WHEREAS, the amount set forth for Washington State Consolidated Technology Services, also known as Washington Technology Solutions or “WaTech” is One Hundred Seven Thousand Five Hundred and No/100 Dollars (\$107,500.00), which represents its cost for fire protection services for July 1, 2021 through June 30, 2022;

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

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the City of Olympia and Washington State Consolidated Technology Services for Fire Protection Services.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Interlocal Agreement, or to correct any scrivener’s errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of July 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

When recorded return to:
City of Olympia
PO Box 1967
Olympia, WA 98507-1967

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA
AND WASHINGTON CONSOLIDATED TECHNOLOGY SERVICES (WaTech) AN
AGENCY OF THE STATE OF WASHINGTON FOR FIRE PROTECTION SERVICES
CTS Contract Number 21-056**

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 must be authorized by the governing body of each party to the contract and must set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the State of Washington and the City of Olympia have entered into a series of contracts since 1993 providing for the State of Washington to pay its fair share of costs for fire protection services for state buildings or facilities located within the City of Olympia; and

WHEREAS, since 1993 a fire protection services agreement was the product of good faith negotiations between the Washington State Department of Enterprise Services (DES) on behalf of a variety of State agencies and the City of Olympia; and

WHEREAS, RCW Chapter 43.105 establishes an agency for the State of Washington known as the Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," and that said State agency has entered into a fire protection services agreement with the City of Olympia following the agency's creation by ESSB 5931, Laws of 2011, Chapter 43, Section 801, June 15, 2011; and

WHEREAS, negotiations with the State have produced a formula for computing the State's share of the City of Olympia Fire Department's budget, representing total square footage of State-owned buildings or facilities located within the City; and

WHEREAS, various state agencies located within the municipal limits of the City of Olympia through the Washington State Department of Enterprise Services have negotiated with the City of Olympia for fire protection service agreements annually; and

WHEREAS, the City of Olympia and the Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," had negotiated a fire protection services agreement for July 1, 2020 through June 30, 2021 to protect said agency's facilities; and

WHEREAS, the amount set forth below for Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," represents its cost for the July 1, 2021 through June 30, 2022 fire protection services agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City of Olympia and Washington State Consolidated Technology Services, also known as Washington Technology Solutions or "WaTech," agree as follows:

I. Purpose

The purpose of this Agreement is for the **City of Olympia** to provide fire protection services for **Washington State Consolidated Technology Services**, also known as Washington Technology Solutions or "WaTech," as set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

In 2007, the Legislature authorized the Department of Information Services to lease develop or lease purchase a new office building and certain other facilities on the "Wheeler Block" in Olympia. Rather than authorize the issuance of bonds to finance a project to be developed by the state, the Legislature authorized DIS to enter into a financing contract for a project to be privately developed.

WaTech is the leaseholder of the space at 1500 Jefferson Street. FYI Properties, a non-profit formed by the National Development Council is the owner of the facilities at 1500 Jefferson Street. FYI Properties is a non-profit entity that assisted WaTech, formally known as Department of Information Services, in entering into a tax-exempt lease/leaseback financing structure - sometimes referred to as a "63-20 financing and delivery method."

63-20 financings were first approved by the Internal Revenue Service in 1963. Under the 63-20 structure, 63-20 bonds are issued by a nonprofit corporation on behalf of the public agency pursuant to a trust indenture with a bank trustee. This issuance by the nonprofit differentiates the 63-20 financing from COPs, where the public entity is the issuer. The 63-20 bond proceeds are deposited in a project fund held by the trustee and used to finance the capital improvements (undertaken by the nonprofit corporation) that are leased to the public agency.

The nonprofit corporation, often through a private development company, designs and builds the project. The project may be operated and maintained either by the public agency itself under the lease from the nonprofit corporation or by the nonprofit corporation through a management contract with a private management firm. Title to the project typically is held by the nonprofit during the life of the bonds. Title to the improvements is transferred to the public agency at lease maturity when the bonds issued by the nonprofit corporation are retired.

Consolidated Technology Services entered into a thirty-year financing contract with FYI Properties. Wright Runstad & Company also manages the building on behalf of FYI Properties. FYI Properties issued tax-exempt bonds in an amount sufficient to pay for design, construction and financing of the building. Wright Runstad & Company made draws from FYI Properties to pay for construction costs during the construction period. Upon completion of the construction, FYI Properties will "lease-back" all Project improvements to WaTech. At the end of the thirty- year lease term, FYI Properties will convey title to the building back to WaTech.

Since 2011, WaTech has explored whether or not it has both the statutory authority and an allocation to pay the contract for Fire Services. DES paid for the building in the past on behalf of WaTech without authorization. In a good faith effort to resolve the question of authority to pay fire protection services under RCW 52.30.020, WaTech paid for one year of fire service in the past as well. Because of the nature of the financing contract at issue, WaTech is concerned it lacks authority under RCW 52.30 since 1500 Jefferson Street is not a State-Owned building, however, WaTech would like to recompense the City in order to maintain services and preserve the building as it has a long-term leasehold interest and will be the ultimate owner. As such, it is entering this agreement as an alternative mechanism for payment under its authority of RCW 43.105.

II. Scope of Agreement

The **City of Olympia** shall do all things reasonable and necessary to provide fire protection services for the **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," as outlined in **Exhibit "A"** in the same manner as the **City of Olympia** provides fire protection services to other State agencies or establishments located within the **City of Olympia**.

The **City of Olympia** Fire Chief is responsible for management of the fire protection services provided herein. The Fire Chief is the contact person for all communication regarding any work under this Agreement. Any **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or 'WaTech', shall submit any requests for records or documents or any other inquires," to the Fire Chief.

III. Consideration

Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," shall pay to the **City of Olympia** the amount of **One Hundred and Seven Thousand Five Hundred Dollars and Zero Cents (\$107,500.00)** for fire protection services under this Agreement for the period starting July 1, 2021 through June 30, 2022.

Costs will be billed by as outlined in Section V. Billing/Payment Procedures.

IV. Records Maintenance

The **City of Olympia** shall maintain all budget documents and other records required by law which reflect the costs of fire protection services provided by the City. These documents and records are subject to inspection or review by **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," or any other entity so authorized by law.

V. Billing/Payment Procedures

The **City of Olympia** shall invoice **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," quarterly in July, October, January, and April, per the Billing Schedule below, on or before the 10th of the quarter month (July, October, January and April), except where past payments are due, in which event the **City of Olympia** will invoice for all prior unpaid quarterly installments. **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," will pay the City of Olympia within thirty (30) days of receipt of properly executed invoice.

Annual Billing Schedule				
Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Fiscal Year Total
July \$26,875.00	October \$26,875.00	January \$26,875.00	April \$26,875.00	Total \$107,500.00

VI. Indemnification & Insurance

Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," and the **City of Olympia** each agree to defend, indemnify, and hold the other, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including reasonable attorney fees, arising out of or in connection with each entity's respective performance of its responsibilities under this Agreement, except to the extent such injuries and damages are caused by the sole negligence of the other party.

VII. Agreement Alterations and Amendments

The **City of Olympia** shall provide written notification to the Department of Commerce, and **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," as required by RCW 35.21.779, of the **City of Olympia's** intent to contract for fire protections services in future years. **Washington State Consolidated**

Technology Services agency, also known as Washington Technology Solutions or "WaTech," and the **City of Olympia** may mutually amend this Agreement at any time. Such amendments are not binding unless they are in writing and signed by authorized representatives of **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," and the **City of Olympia**, or their respective designees.

VIII. Duration of Agreement

This Agreement commences on July 1, 2021 and continues through June 30, 2022, unless terminated sooner as provided herein.

IX. Termination of Agreement

This Agreement may be terminated by either party upon sixty (60) days written notification. If this Agreement is so terminated, the terminating party is liable only for performance in accordance with the terms of this Agreement rendered prior to the effective date of termination.

X. Disputes

In the event that a dispute arises under this Agreement, it must be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules and make a determination of the dispute. The decision of the Dispute Board is final and binding on the parties.

XI. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by the **City of Olympia** and the **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," and supersedes any and all prior agreements oral or otherwise, with respect to the subject matter addressed herein.

XII. Severability

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of this Agreement, or application of the provision to other persons or circumstances is unaffected.

XIII. Recording

The City shall file this Agreement with the Thurston County Auditor's Office or this Agreement may be posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

XN. Notice

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

City of Olympia

Attn: Fire Chief
City of Olympia
PO Box 1967
Olympia, WA 98507-1967

**Washington State Consolidated Technology Services agency,
also known as Washington Technology Solutions or "WaTech"**

Attn: Wendi Gunther, Chief Financial Officer
Washington Consolidated Technology Services (WaTech)
1500 Jefferson Street SE
PO Box 41501
Olympia, WA 98504-1501

XV. Interpretation and Venue

This Agreement is governed by the laws of the State of Washington as to interpretation and performance. Venue for enforcement of this Agreement is in the Superior Court of Thurston County, State of Washington.

XVI. Effective Date

This Agreement takes effect as of July 1, 2021 and ends June 30, 2022, unless earlier terminated as provided above.

CITY OF OLYMPIA

**Washington State Consolidated
Technical Services, "WaTech"**

Steven J. Burney, City Manager

Wendi Gunther, Deputy Director

Date: _____

Date: _____

Approved as to form:

Michael M. Young

Deputy City Attorney

Exhibit A

Tenant	Address of Building
WaTech	1500 Jefferson Office/parking Jefferson Building Data Halls Jefferson Building Utility Total square footage, 485,918



City Council

Approval of a Resolution Authorizing an Interlocal Agreement with the Washington State Department of Enterprise Services for Fire Protection Services

Agenda Date: 7/13/2021
Agenda Item Number: 4.E
File Number: 21-0636

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

Title

Approval of a Resolution Authorizing an Interlocal Agreement with the Washington State Department of Enterprise Services for Fire Protection Services

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing an Interlocal Agreement between the City of Olympia (City) and the State of Washington Department of Enterprise Services (DES) for Fire Protection services.

Report

Issue:

Whether to approve a resolution authorizing an Interlocal Agreement with DES for Fire Protection services and billing of the State during the July 1, 2021 to June 30, 2022 fiscal year, as is allowed per RCW 35.21.779.

Staff Contact:

Mark John, Fire Chief, 360.753.8466
Toby Levens, Supervisor III, 360.753.8431

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Since 1993 the City of Olympia has billed the State of Washington for Fire Protection services. This billing is allowed per RCW 35.21.779, which stipulates that when the estimated value of state facilities sited in a municipality equals 10 percent or more of that municipality's total assessed valuation, state agencies owning those facilities shall enter into a compulsory fire protection contract with the municipality to provide an equitable share of the fire protection costs.

The amount of the DES contract for the 2021-2022 fiscal year is \$1,342,000.00. This represents a 7.5% increase from the previous contract.

The building at 1500 Jefferson, occupied by Washington State Consolidated Technology Services (WaTech), chose to negotiate separately from DES for their building(s) on the Capitol Campus. The 1500 Jefferson building is included in the calculation used to determine the amount of State property in the City, but not in the dollar amount of this DES-only contract. Approval of the WaTech agreement is a separate action on the July 13, 2021 City Council business meeting agenda.

Neighborhood/Community Interests (if known):

Response to fire at DES buildings is of interest to those working in those buildings and the neighboring area.

Options:

1. Move to approve the Resolution authorizing an Interlocal Agreement with DES for fire protection services.
2. Do not approve the Resolution authorizing an Interlocal Agreement with DES for fire protection services and send it back to staff. Expected revenues for the 2021 to 2022 fiscal year from the State may not be collected as anticipated.
3. Consider the Resolution authorizing an Interlocal Agreement with DES for fire protection services at another time.

Financial Impact:

The City of Olympia will receive \$1,342,000.00 from DES during the 2021-2022 fiscal year. Additionally, under a separate contract, the City will receive funding from Washington State Consolidated Technology Services (WaTech), for building(s) also on the State Campus.

Attachment:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND
WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES FOR FIRE PROTECTION
SERVICES**

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; and

WHEREAS, the State of Washington and the City of Olympia have entered into a series of contracts since 1993 providing for the State of Washington to pay its fair share of costs for fire protection services for state buildings or facilities located within the City of Olympia; and

WHEREAS, since 1993, a fire protection services agreement(s) was the product of good faith negotiations between the Washington State Department of Enterprise Services (DES) on behalf of a variety of state agencies and the City of Olympia; and

WHEREAS, negotiations with the State have produced a formula for computing the State's share of the City of Olympia Fire Department's budget, representing total square footage of State-owned buildings for facilities located within the City; and

WHEREAS, various State agencies located within the municipal limits of the City of Olympia through the Washington State Department of Enterprise Services have negotiated with the City of Olympia for fire protection service agreements annually; and

WHEREAS, the amount set forth below for Washington State Department of Enterprise Services represents its cost for fire protection services for July 1, 2021 through June 30, 2022;

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

1. The Olympia City Council hereby approves the Interlocal Agreement between the City of Olympia and Washington State Department of Enterprise Services.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to

make any minor modifications as may be required and are consistent with the intent of the attached Interlocal Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of July 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF OLYMPIA
AND
WASHINGTON STATE
DEPARTMENT OF ENTERPRISE SERVICES
FOR FIRE PROTECTION SERVICES
K7162**

THIS AGREEMENT is made and entered into by and between the City of Olympia, hereinafter referred to as "CITY" and the Washington State Department of Enterprise Services, hereinafter referred to as "Enterprise Services" pursuant to the authority granted by RCW 39.34.

IT IS THE PURPOSE OF THIS AGREEMENT to document the parties' mutual agreement as to the amount of fire protection fees the State of Washington will pay to the CITY for the 2021-2022 State fiscal year. This Agreement is between the CITY and Enterprise Services, on behalf of all State agencies, for all State-owned property within the city limits.

Whereas, the various State agencies with buildings located within the City limits of Olympia have authorized Washington State Department of Enterprise Services to negotiate with the CITY on their behalf for Fire Protection fees to run from July 1, 2021 through June 30, 2022; and

Whereas, the amount set forth below for Washington State Department of Enterprise Services represents the State's share of costs for the 2021-2022 Fire Protection Agreement; and

Whereas, said amount is the State's share of the CITY's fire protection costs, being the result of good faith negotiations between parties, the parties agree as follows:

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above-named parties mutually agree as follows:

1. STATEMENT OF WORK

The CITY shall do all things necessary to provide fire protection services for State-owned buildings administered by Enterprise Services as outlined in Exhibit "A", in the same manner as the CITY provides such protection to other similar establishments within Olympia.

The CITY Fire Chief shall be responsible for management of the services provided herein. The Fire Chief shall be the contact person for all communication regarding the work under this Agreement. Any requests for records or documents or any other inquiries by Enterprise Services shall be submitted to the Fire Chief.

2. TERMS AND CONDITIONS

All rights and obligations of the parties to this Agreement are subject to and governed by the terms and conditions contained in the text of this Agreement.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement commences July 1, 2021, and ends on June 30, 2022.

4. CONSIDERATION

The State of Washington agencies listed in Section 5, *Billing and Payment Procedures* shall collectively pay the CITY the amount of \$1,342,000.00 for the full year of services under this Agreement. Enterprise Services and the CITY have determined that the cost of accomplishing the work herein will not exceed \$1,342,000.00 for the 2021-2022 period.

Costs are pro-rated and will be billed by the CITY to the various state agencies as outlined in Section 5, *Billing and Payment Procedures*.

5. BILLING AND PAYMENT PROCEDURE

The CITY will invoice state agencies quarterly in July, October, January and April, per Billing Schedule below, on or before the 10th of the quarter month (July, October, January and April). The state agencies shall pay the CITY within 30 days of receipt of properly executed invoice.

Annual Billing Schedule					
State Agency	QTR1	QTR2	QTR3	QTR4	Fiscal Year Total
	July	October	January	April	
Enterprise Services	\$295,240	\$295,240	\$295,240	\$295,240	\$1,180,960
SPSCC	\$33,550	\$33,550	\$33,550	\$33,550	\$134,200
Fish & Wildlife	\$1,610	\$1,610	\$1,610	\$1,610	\$6,440
State Historical Society	\$1,745	\$1,745	\$1,745	\$1,745	\$6,980
Military Department	\$3,355	\$3,355	\$3,355	\$3,355	\$13,420
Fiscal Year Total	\$335,500	\$335,500	\$335,500	\$335,500	\$1,342,000.00

Enterprise Services' invoices shall be forwarded to:

Department of Enterprise Services
Attn: Ashley Howard
PO Box 41460
Olympia, WA 98504

6. AGREEMENT ALTERATIONS AND AMENDMENTS

Enterprise Services and the CITY may mutually amend this Agreement at any time. Such amendments are not binding unless they are in writing and signed by authorized representatives of Enterprise Services and the CITY, or their respective delegates. Changes to agencies' rate and/or amounts, not Enterprise Services, must be negotiated between Enterprise Services and the agencies, in writing, prior to Enterprise Services signing the Amendment(s). Enterprise Services' rates and/or amounts will be negotiated between Enterprise Services and the CITY.

7. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent may not be unreasonably withheld.

8. DISALLOWED COSTS

The City is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

9. DISPUTES

In the event that a dispute arises under this Agreement, it must be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules and make a determination of the dispute. The decision of the Dispute Board is final and binding on the parties.

10. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency must be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work, and
- c. Any other provisions of the agreement, including materials incorporated by reference.

11. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement continue to be employees or agents of that party and may not be considered for any purpose to be employees or agents of the other party.

12. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records are subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement must be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party may not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each

party shall utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

13. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference is held invalid, such invalidity does 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.

14. TERMINATION

Either party may terminate this Agreement upon 60-days' prior written notification to the other party. Should state funding become unavailable due to a state government shutdown or revocation of funding for fire protection services by the Legislature, Enterprise Services may suspend or terminate this agreement immediately upon occurrence of either event.

15. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and does not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

16. NOTICE

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

CITY OF OLYMPIA

Attn: Fire Chief

Re: Interlocal Agreement with Washington State Department of Enterprise Services

PO Box 1967

Olympia, WA 98507-1967

WASHINGTON STATE DEPARTMENT OF
ENTERPRISE SERVICES

Attn: Ashley Howard, Budget Director

Re: Interlocal Agreement with City of Olympia

PO Box 41460

Olympia, WA 98504

17. RECORDING

Prior to its entry into force, this Agreement must be filed with the Thurston County Auditor or posted upon a party's website or other electronically retrievable public source as provided by RCW 39.34.040.

18. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement may be deemed to exist or to bind any of the parties hereto. All recitals set forth above are hereby incorporated by reference and made part of the terms of this Agreement.

19. OTHER PROVISIONS

No separate legal or administrative entity, and no joint board, is created by this Agreement. The parties to this Agreement will not jointly acquire, hold, or dispose of any real or personal property under this Agreement. This Agreement is administered by those persons identified in Section 17, above.

Each party signatory hereto, having first had the opportunity to read this Agreement and discuss the same with independent legal counsel, in execution of this document hereby mutually agrees to all terms and conditions.

This Agreement takes effect as of July 1, 2021, regardless of date of execution.

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

City of Olympia

Department of Enterprise Services

Ashley Howard

SIGNATURE

SIGNATURE

STEVEN J. BURNEY
NAME

ASHLEY HOWARD
NAME

CITY MANAGER
TITLE

BUDGET DIRECTOR
TITLE

DATE

6/10/2021
DATE

APPROVED AS TO FORM:

Michael M. Young
DEPUTY CITY ATTORNEY

EXHIBIT A:
LIST OF STATE BUILDINGS IN THE
CITY OF OLYMPIA

Building & Square Footage Rates for Olympia Fire Protection Services

Building	Parcel Number	Square Footage	% of Total Square Footage
Enterprise Services			
Conservatory (Greenhouse)	09850005000	11,453	0.28%
Governor's Mansion	09850005000	21,363	0.52%
Insurance	09850005000	62,766	1.52%
Joel M. Pritchard Building Library	09850005000	60,459	1.46%
John A. Cherberg	09850005000	107,896	2.61%
John L. O'Brien	09850005000	107,464	2.60%
Legislative	09850005000	219,206	5.31%
Legislative Garage	09850005000	14,800	0.36%
Temple of Justice	09850005000	76,053	1.84%
Ayer Press House	31300300100	3,687	0.09%
Carlyon Press House	31300300100	4,705	0.11%
Irving R. Newhouse Building	31300300100	24,296	0.59%
James M. Dolliver Building	37200800100	20,794	0.50%
ProArts	55508900601	11,012	0.27%
State Farm	55508900700	1,566	0.04%
Helen Sommers	60208100100	213,177	5.17%
Employment Security	60800200100	84,869	2.06%
DOT Garage	62900500100	154,884	3.75%
Information - Visitor Center	62900500100	1,005	0.02%
Plaza Garage S of 14th	62900500100	454,608	11.02%
Restroom at Visitor Center	62900500100	836	0.02%

Transportation	62900500100	173,226	4.20%
Powerhouse	67900000000	9,577	0.23%
Armory	78204900000	53,312	1.29%
Old Capitol	78502600000	114,331	2.77%
Washington Street Building	78506400300	14,395	0.35%
Union Avenue Building	78506400500	13,990	0.34%
Columbia St. Garage	78506600100	73,680	1.79%
General Administration	78506700500	288,270	6.98%
Old Train Depot	78507800100	3,168	0.08%
Archives (storage)	78508800000	47,915	1.16%
Land parcel for NRB Garage	78509000100	-	0.00%
Highway Licenses	78509100100	179,860	4.36%
Natural Resources Building	83909200000	301,733	7.31%
NRB Garage	83909200000	370,216	8.97%
Office Building Two	83909200000	346,988	8.41%
Plaza Garage N of 14th	83909200000	427,680	10.36%
State Daycare on Perry	85003100100	6,064	0.15%
Restroom at Heritage Park	91004700000	2,012	0.05%
Capitol Ct. Building	99700411500	43,686	1.06%
Enterprise Service Total		4,127,002	100.00%

Other State Owned Buildings			
SPSCC	12828110500	523,407	49.26%
SPSCC (Bowen bldg)	81010000100	24,254	2.28%
Coach house	51100200100	2,296	0.22%
State Capitol Museum	51100200100	12,506	1.18%
Capitol Park Building	60208100100	-	0.00%
Jefferson Building data halls	68300400300	109,998	10.35%
Jefferson Building office/parking	68300400300	362,592	34.12%
Jefferson Building utility	68300400300	13,328	1.25%
Wildlife Office	91001500000	14,214	1.34%
Other State Owned Buildings Total		1,062,595	100.00%

Grand Total

5,189,597



City Council

Approval of an Appointment to the Utility Advisory Committee to a Fill Vacancy

Agenda Date: 7/13/2021
Agenda Item Number: 4.F
File Number: 21-0664

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

Title

Approval of an Appointment to the Utility Advisory Committee to a Fill Vacancy

Recommended Action

Committee Recommendation:

The General Government Committee recommends approval of the appointment of Jason Selwitz, to Position 2 on the Utility Advisory Committee to fill a vacancy, with a term ending March 31, 2024.

City Manager Recommendation:

Move to approve the appointment of Jason Selwitz, to Position 2 on the Utility Advisory Committee to fill a vacancy, with a term ending March 31, 2024.

Report

Issue:

Whether to make the recommended of Jason Selwitz, to Position 2 on the Utility Advisory Committee to fill a vacancy, with a term ending March 31, 2024.

Staff Contact:

Kellie Purce Braseth, Strategic Communications Director, 360.753.8361

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The General Government Committee interviewed Mr. Selwitz at its May 13, 2021, special meeting and recommends his appointment to fill the recent vacancy of Position 2 on the Utility Advisory Committee (UAC), with a term ending March 31, 2024.

Mr. Selwitz's application and resume are attached.

Neighborhood/Community Interests (if known):

Community representation on the City's Boards and commissions is of great interest.

Options;

1. Approve the appointment as recommended.
2. Do not approve the appointment and send the issue back to the General Government Committee. This would delay the appointment schedule and leave the UAC not operating at full strength.
3. Consider approving the appointment at another time.

Financial Impact:

This appointment does not have any financial impact.

Attachments:

Selwitz Application and Resume

Profile**Jason**

First Name

L.

Middle Initial

Selwitz

Last Name

jlselwitz@gmail.com

Email Address

3147 60th Loop SE

Home Address

Suite or Apt

Olympia

City

WA

State

98501

Postal Code

Mobile: (808) 640-1264

Primary Phone

Alternate Phone

Question applies to multiple boards

Advisory committees are a structured way for individual community members to share their opinions and perspectives, study issues, and develop recommendations in a focused small group. Their primary purpose is to provide judicious advice, from a community member's perspective, to the Olympia City Council.

Committee activities may include study of critical issues, hearing public testimony, independent research, and reviewing staff reports and recommendations - all of which is intended so that the committee is prepared to discuss, formulate, and forward well-developed, thoughtful recommendations to the City Council in a timely manner.

The City of Olympia values participation from all perspectives and life experiences and looks for equity and inclusion in advisory board appointments.

To reduce barriers to community member participation, beginning April 1, 2021, the City will offer stipends of \$25 per meeting attended to Advisory Committee members. Those members who certify as low income are eligible to receive stipends of \$50 per meeting attended. Advisory Committee members may waive the stipend upon request.

Applications are accepted for the calendar year only. The Olympia City Council's General Government Committee recommends appointments to the full Council. Recommendations are made following review of applications and interviews of qualified candidates.

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources.

Questions? Contact Susan Grisham, Executive Assistant, 360.753.8244, sgrisham@ci.olympia.wa.us

If you saved or submitted an application and did not receive a confirmation, please check your spam folder.

When filed with the City, your application and attachment documents are public records and may be subject to public release.

Dean of Applied Technology

Occupation

Which Boards would you like to apply for?

Parks and Recreation Advisory Committee: Submitted
Utility Advisory Committee: Submitted

Question applies to multiple boards

If you applied for multiple boards or commissions, please rank them in order of interest below.

1. Utility 2. Parks

Select Your Neighborhood (you must live within Olympia City limits to serve on a board or commission) *

☒ Chambers Lake Basin

If you choose "other" please write in your neighborhood here:

Interests & Experiences

Question applies to multiple boards

Please keep answers concise and informative. You are introducing yourself to the Olympia City Council and sharing with them why you are interested in being considered for appointment. Olympia residency is not required; however, it is a primary consideration. You may attach a resume.

Question applies to multiple boards

1. Briefly describe why you wish to serve on this advisory committee.

I would like to support my community. Management of water and wastewater is of professional interest. I want to build increased awareness and networks in my community on these systems. I live adjacent to the new in-development Yelm Highway Community Park.

Question applies to multiple boards

2. Describe your experience, qualifications, and/or skills which would benefit this advisory committee.

I am a former member of the American Water Works Association. I have actively participated in annual conferences and regional events, including poster sessions and invited talks/presentations. I have toured and worked with several drinking water treatment and wastewater treatment facilities in my career in PA, CA, OR, and WA...and abroad. I have a MS where I worked as a field lab technician on water quality and groundwater recharge...and separately conducted research that used algae to treat human wastewater and produce bioenergy quality fatty acids. I worked on anaerobic digestion and wastewater projects component to my PhD program. I have trained wastewater operators for employment and industry certification. I am a Returned Peace Corps Volunteer and worked for a national park and its bordering communities.

Question applies to multiple boards

3. Describe your involvement in the Olympia community.

I moved here 18 months ago. I live along the Chambers Creek/drainage. I am familiar with the Chambers Drainage District. I have attended information sessions during the master planning of the Yelm Highway Community Park and completed surveys to inform the direction of the park's design. When I worked on wastewater operator training in Walla Walla, I became familiar with the LOTT Clean Water Alliance and collected input and feedback on the development of training modules from their personnel.

Question applies to multiple boards

4. List your educational and professional background and area of study.

BS, Park and Recreation Management (experience working for state park in MD and national park in Philippines; guide and crew leader on state and federal public lands for several years) MS, Regenerative Studies (focus on water and wastewater treatment systems and biomass energy) Professional Certificates, River Restoration and Wetland Delineation PhD, Engineering Science (focus on development, instruction, and evaluation of water/wastewater/energy plant operator training programs)

Question applies to multiple boards

5. Appointment to this committee will require your attendance at evening meetings. How many hours per month are you willing to commit as a volunteer?

4-6

Question applies to multiple boards

6. If you are not appointed to this committee at this time:

Question applies to multiple boards

6a. Do you wish to be considered for appointment to another advisory committee?

☒ Yes ☐ No

Question applies to multiple boards

6b. Do you wish to be considered for future appointment to this committee?

☒ Yes ☐ No

Question applies to multiple boards

6c. Would you be willing to volunteer for other City activities?

☒ Yes ☐ No

Question applies to multiple boards

If you answered yes to 6a, please identify what other Advisory Committees you would be interested in being considered for in order of interest.

1. Utility 2. Parks

Question applies to multiple boards

7. Some appointments require that applicants reside within Olympia city limits. Even though your mailing address may be Olympia, you may reside in the County or another jurisdiction. Are you a resident of the City of Olympia?

☒ Yes ☐ No

Question applies to multiple boards

8. Appointees to advisory committees are assigned and required to use a City email address for all advisory committee business.

Do you agree to comply with this expectation?

☒ I Agree *

Question applies to multiple boards

9. How did you learn about this advisory committee recruitment?

city of olympia email update

[Selwitz_Resume_Feb2021.pdf](#)

Upload a Resume

JASON L. SELWITZ

3147 60th Loop SE, Olympia, WA 98501
(808) 640-1264; jlselwitz@gmail.com

WORK EXPERIENCE

South Puget Sound Community College

Dean of Applied Technology

2019-Present

- Provide strategic leadership to guide and evaluate faculty and support staff in the following workforce education programs: machining & CNC technologies; architecture-engineering-construction; computer science, software development, and information systems; office administration/technology; cybersecurity & network administration (+ IT computer support); medical coding/billing; auto technology; and welding.
- Manage division and program-level operations, budgets, and purchasing while collaborating with IT, Facilities, Student Services, and Security. Report directly to VP of Instruction.
- Generate and revise policies and procedures, develop internal and external partnerships, assess curricula, and mentor staff and faculty members.
- Serve as liaison for Office of Instruction on enrollment management, outreach, advising, and diversity/equity initiatives as well as emerging climate/energy education program development.

Walla Walla Community College

Instructor, Climate Science

2019-Present

Faculty Lead, Energy Systems Technology and Welding

2017-2019

Principal Investigator, National Science Foundation S-STEM Program

2018-2019

Instructor, Energy, Water, and Plant Operations

2013-2019

Co-PI, Executive Team member, & Project Manager for USDA initiative

2012-2017

- Provided research and facilitated trusted relationships between City of Walla Walla Public Works and WSU to develop and secure \$2.9MM Department of Energy funded advanced anaerobic digestion to energy project for wastewater treatment facilities (2014-2019).
- Authored proposal and served as initial PI for 5-year (\$650k) NSF S-STEM program to research rates of recruitment, retention, and placement (in jobs/advanced education) for women and minorities in water, energy, agriculture, and engineering degree programs (2018-2023).
- Managed \$2.9 million USDA project over six years as co-PI for Education Team focused on Workforce Development for the Advanced Hardwood Biofuels NW consortium (led by University of Washington) and served on the executive committee for the entire project.
- Managed team of full-time and adjunct energy systems, welding, and machining faculty (8-10) and support staff (two campuses) and coordinated advising for 75+ energy students.
- Designed and instructed courses in fluid dynamics, thermodynamics, process controls, plant operations, renewable resources, pump applications, bioenergy, solar PV, and climate science.
- Coordinated energy systems technology advisory board with corporate partners and participated in advisory boards for: water technologies, welding, and enology/viticulture.
- Developed and launched for-credit industrial electrical maintenance training program for incumbent workers with two global food production corporations.
- Restructured competing degrees into one workforce training degree program with a core set of shared first year course requirements leading to multiple guided pathways for students to specialize in year two.

Green Empowerment

Service-Learning Director and then Program Manager**2007-2012**

- Developed and managed renewable energy and watershed projects in collaboration with technical partners and rural farming communities in Latin America and Southeast Asia.
- Managed budgets, developed operational plans, and ran service-learning profit center through fee-for-service, private/corporate donations, and federal and foundation grants (~\$400k/ year).
- Initiated regional networks for village-scale renewable energy projects.
- Designed and installed appropriate technology projects with teams of undergraduate engineering and environmental science students, MBA candidates, and community or corporate partners, including bio-sand water filters, energy efficient stoves, biogas digesters, composting latrines, solar PV systems, watershed assessments, greywater filters, wind assessments, hazardous waste management, weather stations, and planting of forest/fruit trees.
- Adjunct Professor in Environmental Science and Management at Portland State University for Capstones focused on Renewable Energy in the Developing World (2009 & 2010).
- Received Civic Engagement Award for Green Empowerment from Portland State University.

Contract Work

Various Positions**2000-2007**

- **Field Lab Technician:** Collected weekly samples from Santa Ana River and adjacent groundwater recharge basins for Orange County Water District's Groundwater Recharge Program. Tested samples for a variety of parameters (TSS, Turbidity, DO, BOD₅, Temperature, pH, NH₃, NO₃, and PO₄).
- **Green Living Coordinator:** Managed passive solar architecture and renewable energy powered dormitories. Assisted with thermal comfort research and energy modeling using passive solar heated and cooled test cells. Conducted regenerative systems tours for campus residents and the public. Helped instruct graduate courses in water and energy.
- **Landscape Manager:** Cleared non-native trees, debris, and vegetation on Big Island, HI. Planted fruit and native forest tree species. Constructed composting latrine, fishpond, tent platforms, raised garden beds, picnic tables, and outdoor kitchen; maintained vehicles and outdoor power equipment; and guided surfing, kayaking, and snorkeling outings.
- **Counselor:** Helped manage residential group home in CA for adjudicated adolescents with drug, alcohol, and behavioral issues. Led climbing, backpacking, rafting, skiing, and trail service programs. Managed food purchases, budget, and house repairs. Co-led language/culture immersion trip in Baja, Mexico & backpacking expedition in the Grand Canyon of the Tuolumne River in Yosemite National Park.
- **Guide:** Led 21-day expeditions for adolescents with drug, alcohol, and behavioral issues in designated wilderness areas within CA, NV, and OR. Set routes and managed navigation, safety, and rations in all 4 seasons. Worked with Native American families.
- **Crew Leader:** Ran crews on backcountry trail and service contracts for federal, state, and private lands in northern New Mexico and southwestern Colorado with focus to empower young women, Native American youth, and persons with disabilities. Managed safety, meals, water treatment, sanitation, camping, equipment, tools, and projects in remote settings.

EDUCATION

Washington State University (WSU)

PhD in Engineering Science**2013-2017**

- Dissertation topics included STEM workforce education curriculum development, the development and evaluation of course pedagogy, and design of multi-scale, integrative exercises in bio-chemical and thermo-chemical science and engineering systems.
- Awarded research fellowship through WSU Bioproducts Science and Engineering Lab.
- Completed Biological Systems Engineering coursework with focus on the processes and operations of wastewater, drinking water, pulp and paper, food/beverage processing, integrated biorefining, renewable energy, and power generation facilities.

California State Polytechnic University, Pomona (CPP)

MS in Regenerative Studies**2005-2007**

- Used two select species of freshwater algae to improve the quality of preliminary treated human wastewater. Analyzed extent the algae treated the wastewater. Investigated the resulting range of algal oils for their potential to be converted into bioenergy.
- Worked with Inland Empire Utility Agency and South Coast Air Quality Management District.
- Received Graduate Service and Academics Award by the College of Environmental Design.
- Awarded Environmental Leadership Fellowship by the Switzer Foundation.
- Teach spring semester graduate course on Regenerative Technology and Policy (2019-Present).

US Peace Corps

Volunteer & Co-Founder of Palawan Conservation Corps**1998-2000**

- Worked with 10 buffer zone communities and two indigenous groups within the Subterranean River National Park/World Heritage Site (Philippines): a mountain, river to sea karst landscape.
- Managed funding and support from NGOs, foundations, and local, provincial, national, and international governmental agencies.
- Pioneered rural delivery of technical education, established board of directors, and supervised field staff and program operations.
- Launched mangrove paddleboat tours to generate community-based income for fisherfolk.
- Reached agreement with city council to use 10-acre rural agriculture center in perpetuity.
- Secured federal permit to harvest typhoon-downed hardwood for building construction project.

Pennsylvania State University (PSU)

BS in Recreation and Park Management**1993-1997**

- Completed intensive teaching practicum with Earthquest Outdoor School in British Columbia a public, expedition-based grade 11 high school program that integrated studies in First Nations culture, English, fine arts, earth science, and marine ecology.
- Guided interpretive oar raft trips into Grand Teton National Park with OARS and backpacking expeditions in Pisgah and Nantahala wilderness areas for the National Wildlife Federation.
- Completed intensive semester at Shaver's Creek Environmental Center and served for two summers as natural history interpreter at Seneca Creek State Park.
- Managed/taught high-angle ropes course, backpacking, natural history, & climbing programs.

PUBLICATIONS

Developed policy and funding recommendations on Water, Energy, Forestry, Agriculture, and Materials through an eight-month working group process with WA Dept. of Commerce (2020) culminating in Green Economy Final Report to WA Legislature:

<https://www.commerce.wa.gov/about-us/research-services/green-economy/>

Selwitz, J.L. (2019). A Guided Pathway: Walla Walla Community College's Energy Systems Technology Degree Program. *PNW Center of Excellence for Clean Energy's Energy Education Resource Guide*, 26-29. Retrieved from <https://www.cleanenergyexcellence.org/wp-content/uploads/2019/01/Energy-Education-Resource-Guide.pdf>

Selwitz, J.L., Ahmadzadeh, H., Lyon, S. & Hosseini, M. (2019). Multipurpose Use of Microalgae to Treat Municipal Wastewater and Produce Biofuels. In M. Hosseini (Ed.), *Advanced Bioprocessing for Alternative Fuels, Biobased Chemicals, and Bioproducts* (pp. 313-327). Elsevier USA: Woodhead Publishing.

Selwitz, J. L., Ahring, B., Garcia-Perez, M., & Morrison, J. (2018). Engineering an Associate Degree-Level STEM Workforce Education Curriculum. *Community College Journal of Research and Practice*, 42(6), 405-421.

Selwitz, J.L. (2010, March 5). *Securing Access to Clean Water in the Developing World*. Retrieved from <https://greenempowerment.wordpress.com/2010/03/05/securing-access-to-clean-water-in-the-developing-world/>

PROFESSIONAL & VOLUNTEER ORGANIZATIONS

Climate Reality Leadership Corps	2020-Present
WA's Educating for the Green Economy Advisory Board	2018-2019
City of Walla Walla's Public Works Sustainability Committee	2017-2019
American Water Works Association (AWWA), PNW Section	2016-2019
Association for Experiential Education	1995-1997

CERTIFICATIONS

Human Subjects for Social, Behavioral, and Educational Research	2016
Workforce Education Instructor, State of Washington	2015-Present
Amer. Society for Engineering Educ., National Effective Teaching Institute	2015
PDX Environmental Program: River Restoration and Wetland Delineation	2009 & 2010
Wilderness First Responder, National Outdoor Leadership School	2001-Present

SELECT PRESENTATIONS

Environmental Education (National): "Training the Green Economy Workforce"	2018
Northwest Hydro Power Association (WA): "Training the New Workforce"	2018
AWWA conference (poster): "Preparing Water Technicians/Wastewater Operators"	2017
AHB consortium annual meetings (OR/CA/WA): "Workforce Education Updates"	2012-16
Produced AHB video (CA): "Perspectives from industry partners and students"	2014
Biomanufacturing conference (HI): "Technical education to serve multiple industries"	2013
Public Health Seminar (BC): "Renewable energy for community rural development"	2011



City Council

Approval of an Amendment to the Ad Hoc Committee on Public Safety Charter to Extend the Committee Timeline

Agenda Date: 7/13/2021
Agenda Item Number: 4.G
File Number: 21-0668

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

Title

Approval of an Amendment to the Ad Hoc Committee on Public Safety Charter to Extend the Committee Timeline

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Approve an amendment to the Ad Hoc Committee on Public Safety Charter to extend the committee timeline.

Report

Issue:

Whether to approve an amendment to the Ad Hoc Committee on Public Safety Charter to extend the committee timeline through the end of the public engagement process for reimagining public safety.

Staff Contact:

Debbie Sullivan, Assistant City Manager, 360.753.8499

Presenter(s):

None - consent calendar

Background and Analysis:

The City Council established an Ad Hoc Committee on Public Safety in September 2020. Mayor Selby and Councilmembers Gilman and Parshley sit on the Committee with Councilmember Parshley serving as Chair.

The purpose of the Committee is to develop a greater understanding of the current public safety system (policing, courts, jail, etc.) and consider recommendations to Council on policy and budget options that will reduce inequities, eliminate bias, and create a public system that works for all. The Committee is also guiding the public engagement process on Reimagining Public Safety.

The original Charter stated the Ad Hoc Committee would sunset in August 2021. However, the public engagement process is tentatively scheduled to end during the first quarter of 2022. This amendment extends the timeline through the end of the Reimagining Public Safety process.

Neighborhood/Community Interests (if known):

The City is launching a community-wide public engagement process to reimagine public safety in 2021.

Options:

1. Approve the Ad Hoc Committee on Public Safety Amended Charter.
2. Approve the Ad Hoc Committee on Public Safety Amended Charter based on comments provided by Council.
3. Do not approve the Ad Hoc Committee on Public Safety Amended Charter and request the Committee consider another approach.

Financial Impact:

There is no financial impact to amending the Charter.

Attachments:

Amended Charter



City Council

Ad Hoc Committee on Public Safety

Charter

UPDATED July 13, 2021

NAME	Ad Hoc Committee on Public Safety
PURPOSE	The Ad Hoc Committee on Public Safety will work with City staff and Council to develop a greater understanding of the current public safety system (policing, courts, jail, etc.) and consider recommendations to Council on policy and budget options that will reduce inequities, eliminate bias, and create a public safety system that works for all.
CHARTERING AUTHORITY	Authority The Ad Hoc Committee, including the members, was authorized on September 29, 2020 by the City Council.
	Decision-making Authority <ul style="list-style-type: none">• A detailed work plan will be approved by City Council in a manner consistent with all other Council Committees.• The Committee will forward recommendations to the full City Council when formal action is needed to allocate resources, establish policy, or provide direction to staff.
GOALS	<ul style="list-style-type: none">• Eliminate inequities, bias, and racial injustice within the public safety system.• Increase the City Council's knowledge of the City's current public safety system and changes implemented since the Ad Hoc Committee on Police and Community Relations.• Increase understanding of existing federal, state, and local policies and codes and how it impacts the City's public safety system.• Increase the City Council's understanding and use of data in public safety policy discussions and decision-making.• Increase Council's understanding and agreement on those areas in which the Council has control and those areas in which the Council has influence.• Increase partner investment (County Prosecution, Jail, etc.) and community involvement in the public engagement process on 'Reimagining Public Safety'
SCOPE OF WORK	<ul style="list-style-type: none">• Work with staff to identify what we measure, why we measure it and provide feedback on an external facing dashboard focused on public safety.• Provide regular updates to City Council on the Committee's work plan, progress, learning, and work products.• Recommend topics and a schedule for City Council work sessions on Public Safety.• Recommend short-term actions the City can implement that are in accordance with known best practices.• Recommended outcomes for Council's consideration for Public Safety

	<ul style="list-style-type: none"> Guiding principles for the Council’s approach in the ‘Reimagining Public Safety’ engagement process. Evaluation and recommendation on need to establish a permanent Committee on Public Safety
MEMBERSHIP, ROLES & RESOURCES	Chair: Lisa Parshley
	Membership Cheryl Selby, Mayor Clark Gilman, Councilmember Lisa Parshley, Councilmember
	Staff Liaison Debbie Sullivan, Assistant City Manager Regina Adams, Program Assistant The liaison shall provide administrative and technical support to the Committee, including scheduling virtual meetings and recording and publishing meeting minutes in a manner consistent with all other Council Committees.
	Internal Subject Matter Experts or Resources Aaron Jelcick, Interim Police Chief Jayme Holmes, Acting Corrections Lieutenant Mark John, Fire Chief Mark Barber, City Attorney Diane Whaley, Public Defense Coordinator Tye Graham, Acting City Prosecutor Keith Stahley, Assistant City Manager Nancy Campbell, Consultant
MEETINGS, SCHEDULE & TIMELINE	Communication The Committee Chair will provide regular updates to the Council under City Council reports and shall schedule work/study sessions as needed to keep Council informed of its work. Public Comment will be received when the Committee is considering policy or budget recommendations for the full Council’s consideration.
	Meeting Schedule & Frequency <ul style="list-style-type: none"> Monthly, 2nd Thursday of the month 5:30 PM
	Timeline The Ad Hoc Committee on Public Safety will meet through the end of the public engagement process for Reimagining Public Safety. The public engagement process is scheduled to end the first quarter of 2022. The status of the committee will be assessed at that time.



City Council

Approval of a Resolution Authorizing the Purchase of 1211 Quince Street SE, Real Estate Owned by Chandra Holdings, Inc.

Agenda Date: 7/13/2021
Agenda Item Number: 4.H
File Number:21-0669

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

Title

Approval of a Resolution Authorizing the Purchase of 1211 Quince Street SE, Real Estate Owned by Chandra Holdings, Inc.

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve a Resolution authorizing the purchase of 1211 Quince Street SE, real estate owned by Chandra Holdings, Inc.

Report

Issue:

Whether to approve a resolution authorizing the purchase of real estate owned by Chandra Holdings, Inc.

Staff Contact:

Keith Stahley, Assistant City Manager, 360.753.8227

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The City of Olympia will acquire this 1.41-acre property formerly known as the Quality Inn located at 1211 Quince Street SE. The purchase and sale agreement requires the remaining building on the property to be razed and the site cleared prior to closing. Staff anticipates using the property for a variety of temporary and permanent shelter and housing facilities to address Olympia's growing population of unsheltered individuals.

The most recent Point-In-Time Census found a total of 639 people living unsheltered in Thurston County and a total of 1,145 homeless individuals. This is an increase of 150 individuals from the 995 counted in 2020 and an increase in the unsheltered population of 98 individuals from 2020. People

are taking shelter in vacant lots, along highways, in wetlands and most visibly along our streets.

Thurston County, like all communities across the country, struggled to meet the shelter needs of unhoused people in our community during the Covid-19 pandemic. Shelter capacity was decreased due to social distancing requirements associated with Covid-19 while the number of people experiencing homelessness increased.

The City of Olympia is committed to increasing shelter capacity and to building supportive housing to address the housing needs of Olympia's most vulnerable individuals and mitigate the impacts of Covid-19 on our unsheltered community members. City of Olympia voters approved a sales tax levy in February 2018, creating a Home Fund. This levy generates approximately \$2,000,000 per year for the construction and operation of supportive housing facilities.

Upon acquisition the Chandra property, the City would begin to work with Thurston County and other potential funding sources and developers to lay the groundwork for another supportive housing facility similar to the 2828 Martin Way project that is nearing completion. That project consists of 64 supportive housing units and a 60-bed shelter. In the interim, the City may use the property to provide a managed camping option for those living on the streets, vacant lots, cars and campers and to replace the existing mitigation site.

Neighborhood/Community Interests:

Responding to homelessness and its varied impacts is an issue of citywide significance. In February 2019, the City of Olympia adopted the One Community Plan.

The One Community Plan calls to *Expand temporary shelter or other supported site capacity to transition people out of encampments (1.3)*. This is in recognition that, although the ultimate goal is to connect people to permanent housing solutions, housing will not come online fast enough to meet the need. In the short and midterm more regional shelter options are needed. There is also widespread agreement among Olympians that additional shelter should not be located Downtown.

The purchase also presents additional long-term strategic opportunities on both the Downtown and hotel site. Olympia's Housing Action Plan calls for the City to *Donate or lease surplus or underutilized jurisdiction-owned land to developers that provide low-income housing (1.a)*. Land acquisition and siting is a powerful tool for spurring development of permanent supportive and affordable housing. In the future, the hotel site could be used for such a purpose.

Options:

1. Approve a Resolution authorizing the purchase of real estate owned by Chandra Holdings, Inc.
2. Do not approve a Resolution authorizing the purchase of real estate owned by Chandra Holdings, Inc.
3. Provide feedback and direction to the City Manager on an alternative approach.

Financial Impact:

The purchase price for this property is \$2.175 million dollars. Funds for this purchase will come from American Rescue Plan Act funding.

Redevelopment of the site into a supportive housing facility will require state and federal dollars and the City will seek a qualified development partner to pursue that funding.

In the short-term, operating the property as a managed camping area will require contracted social service support and infrastructure improvements. Staff has not yet developed a funding approach for this work. Partnership from the County and other entities will be necessary to financially support this project.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING
THE PURCHASE OF REAL ESTATE OWNED BY CHANDRA HOLDINGS, INC. FOR THE CITY OF
OLYMPIA**

WHEREAS, the City desires to purchase property suitable for multiple uses including, but not limited to, sheltering homeless persons, providing other homeless services, and providing stormwater facilities; and

WHEREAS, Chandra Holdings, Inc. (the Seller) is the owner of real property located at 1211 Quince Street SE, in Olympia, Washington, consisting of 1.41 acres, more or less (hereafter the "the Chandra Holdings Property"); and

WHEREAS, purchase of the Chandra Holdings Property offers the City a unique opportunity to acquire real property suitable for multiple purposes, including housing for homeless persons, homeless services, safe parking, and to facilitate future stormwater improvements and/or facilities; and

WHEREAS, the City and the Seller have negotiated terms and conditions for the City's purchase of the Chandra Holdings Property; and

WHEREAS, the Olympia City Council hereby accepts the terms and conditions to purchase the Chandra Holdings Property for Two Million One Hundred Seventy-Five Thousand Dollars and No Cents (\$2,175,000.00) U.S;

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

1. The Olympia City Council hereby accepts the terms and conditions negotiated with Chandra Holdings, Inc. to purchase the real property commonly located at 1211 Quince Street SE in Olympia, Washington, upon the agreed terms within the Real Estate Purchase and Sale Agreement.
2. The City Manager is directed and authorized to execute all documents necessary to purchase the aforesaid real property from Chandra Holdings, Inc., upon the terms and conditions negotiated in the Real Estate Purchase and Sale Agreement, and to make any amendments or minor modifications consistent with the intent of the agreement as may be necessary, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

REAL ESTATE PURCHASE AND SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is between the City of Olympia, a municipality organized under the laws of the State of Washington ("Buyer"), and Chandra Holdings, Inc., an Oregon corporation ("Seller"), jointly referred to as "the Parties." This Agreement shall not be effective until the "Effective Date" (as defined in Paragraph 18.16 below).

RECITALS

Seller is the owner of certain real property located in **Thurston County, Washington**, and more particularly described on **Exhibit "A"** (legal description) and as shown on **Exhibit "B"** (sketch), attached hereto and by this reference incorporated herein.

The signatories to this Agreement acknowledge they are authorized to execute associated documents, to correct legal descriptions if need be, and to correct scrivener's errors and other errors or omissions that are otherwise in substantial conformance with this Agreement.

The Parties now enter into this Agreement to memorialize the terms and conditions under which Seller will sell the Property to Buyer.

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

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

1.1 Land. The Property consists of approximately 1.41 acres (61,420 square feet +/-) more or less, legally described on **Exhibit "A"** to this Agreement and generally shown on a sketch attached as **Exhibit "B"** to this Agreement.

1.2 Appurtenances. All rights, privileges, and easements appurtenant to the Property owned by Seller, including without limitation any and all leases, subleases, easements, water, timber or mineral rights, rights-of-way and other appurtenances, including any buildings, structures or fixtures used in connection with the beneficial use and enjoyment of the Property (the "Appurtenances").

The Property and Appurtenances described in Paragraph 1 above are collectively referred to in this Agreement as the "Property."

2. Escrow. Within five (5) business days of the Effective Date of this Agreement, the Parties shall confirm that an escrow account is opened for the transaction contemplated by this Agreement with Thurston County Title Company (in such capacity, "Escrow Company"). Darla Wilkins or another designee of Escrow Company will serve as escrow agent for Closing of this Agreement ("Escrow Agent"). The Parties shall deliver a fully executed copy of this Agreement to Escrow Agent.

3. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property (the "Purchase Price") is **Two Million One Hundred Seventy-Five Thousand Dollars and 00/100 Cents** (\$2,175,000.00) U.S.

4. Earnest Money. Buyer shall deposit the sum of **Twenty-Five Thousand Dollars and No/100 Cents** (\$25,000.00) U.S., within five (5) business days after opening of escrow with Escrow Company. Earnest money so deposited shall be a credit applicable to the agreed Purchase Price and shall be held in escrow until the Seller terminates its leases of the Property and demolishes the burned structures upon the Property. If Seller performs both these covenants, then the earnest money shall be nonrefundable.

5. Payment of Purchase Price. On the Closing Date, Buyer shall deposit with Escrow Agent the amount of the Purchase Price, less any amounts to be credited against the Purchase Price pursuant to this Agreement.

6. Closing Date. The Closing (the "Closing") of the purchase and sale of the Property under this Agreement shall be held at the offices of the Escrow Company, and shall occur on a date no later than thirty (30) business days after the waiver or expiration of the Feasibility Contingency period in Paragraphs 8.4 and 8.5 of this Agreement (the "Closing Date"), unless another time is agreed to in writing between the Parties. Closing shall occur when the Deed (as defined in Exhibit "D") to Buyer is executed and recorded, and the Purchase Price is delivered to the Escrow Company for delivery to Seller.

7. Title and Survey Matters.

7.1 Title Binder. Buyer shall order a preliminary commitment for an ALTA owner's standard coverage title insurance policy provided by Thurston County Title Insurance Company ("Title Company") describing the Property, showing all matters of record pertaining to the Property and listing Buyer as the prospective named insured. Following the mutual execution of this Agreement, Buyer shall obtain from Title Company a written supplemental report to such preliminary commitment in a form acceptable to Buyer, updating the preliminary commitment to the execution date of the Agreement. Such preliminary commitment, supplemental reports and true, correct and legible copies of all documents referred to in such preliminary commitment and supplemental reports as conditions or exceptions to title to the Property are collectively referred to herein as the "Title Binder."

7.2 Title Review. Within ten (10) business days after Buyer's receipt of the updated Title Binder, Buyer shall review the Title Binder and any surveys of the Property, and shall notify Seller what exceptions to title, if any, affect the marketability or insurability of the title

to the Property or which adversely affect the use of the Property (the "Title Review Period"). If no title matters appear in the updated Title Binder since the initial preliminary commitments, then the Parties shall proceed to Closing as set forth in this Agreement. If any title matters appear and Buyer objects to any of the same during the Title Review Period, then Seller shall have ten (10) business days after receiving Buyer's objections to notify Buyer if Seller will remove any of the exceptions objected to prior to the Closing Date or if Seller elects not to remove such objected to exceptions. If Seller shall fail to remove any such exceptions objected to by Buyer from title prior to the Closing Date, and Buyer is unwilling to take title subject thereto, Buyer may elect to either terminate this Agreement, or take title despite the existence of such exception. If Buyer elects to terminate, neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement which shall then become null and void and of no further force or effect and Buyer's earnest money deposit shall be returned to Buyer.

7.3 **Title Policy.** At Closing, Seller and Buyer shall cause Title Company to issue a standard ALTA owner's policy ("Title Policy") to Buyer, at Seller's cost. The Title Policy shall (a) be satisfactory to Buyer, (b) be issued in the amount of the total Purchase Price and (c) insure fee simple, indefeasible title to the Property in Buyer. The Title Policy shall contain endorsements as Buyer may require. Buyer's obligation to close this transaction shall be contingent on Buyer's approval, in its sole and absolute discretion of the Title Policy required under this Paragraph 7.

8. Conditions and/or Contingencies to Buyer's Obligations.

8.1 **Documents and Reports.** Within seven (7) business days after the execution and delivery of this Agreement to the Escrow Company (the "Document Delivery Date"), Seller shall deliver to Buyer copies of the documents and reports listed on attached **Exhibit "C"** to this Agreement and in Seller's possession. Seller shall certify to Buyer, as of the Document Delivery Date, as to any documents listed on **Exhibit "C"** not in Seller's possession.

8.2 **Inspection of the Property.** Buyer shall have the right and permission from the date Seller signs this Agreement through the Closing Date (or earlier termination of this Agreement) to enter upon the Property or any part thereof at all reasonable times and from time to time for the purpose, at Buyer's cost and expense, of making all tests and/or studies of the Property that Buyer may wish to undertake, including, without limitation, soils tests (including borings), toxic and hazardous waste studies, surveys, structural studies and review of zoning, fire, safety and other compliance matters; provided, however, Buyer shall indemnify and hold harmless Seller from and against any mechanic's or other liens or claims that may be filed or asserted against the Property or Seller as a direct result of any actions taken by Buyer in connection with the Property, including but not limited to permitting Seller to review a written description of Buyer's proposed testing and work to ensure same is properly done and will not exacerbate any existing condition of contamination on the property. Buyer shall also provide Seller with a copy of all soil or environmental test results for the property upon Seller's request. Buyer shall reasonably restore the Property to its condition immediately prior to any invasive testing. The effect of the representations and warranties made by Seller in this Agreement shall not be diminished or deemed to be waived by any inspections, tests or investigations made by Buyer or its agents.

8.3 Appraisal of the Property. Buyer shall have the right to obtain an appraisal. Buyer's appraiser may enter onto the property as is necessary to appraise the Property.

8.4 Approval of Property/Feasibility Contingency. Buyer's obligation to purchase the Property shall be subject to and contingent upon Buyer's approval, in its sole and absolute discretion, prior to the expiration of the Contingency/Feasibility Period, of all aspects of the Property, including, without limitation, the physical condition of the Property and documents delivered by Seller pursuant to Paragraph 8.1 above, or otherwise obtained by Buyer regarding the Property.

8.5 Contingency/Feasibility Period. As used herein in Paragraph 8.4, the term "Contingency or Feasibility Period" shall be sixty (60) business days from the last date this Agreement was executed by a Party to sign same.

8.6 Buyer's Right to Terminate. If Buyer's conditions set forth in Paragraph 8.4 above are not satisfied in Buyer's sole and absolute discretion, Buyer shall have the right to terminate this Agreement by sending written notice to Seller and Escrow Agent (such notice referred to as a "Termination Notice") prior to the expiration of the Contingency/Feasibility Period. If Buyer gives its Termination Notice to Seller, this Agreement shall terminate and neither Buyer nor Seller shall have any further liability to the other under this Agreement.

8.7 Additional Closing Conditions. Buyer's obligation to purchase the Property shall also be subject to the following conditions that must be satisfied as of Closing.

(i) Prior to Closing, all Contracts or Leases (whether written or oral), with respect to the Property shall be terminated in writing, except for any Assumed Contracts or Leases. Seller shall provide Buyer, prior to Closing, any and all written termination agreements with respect to all Contracts or Leases in a form acceptable to Buyer, and such termination agreements shall be recorded at Closing prior to recording of the Deed.

(ii) All representations and warranties of Seller contained herein, to the best of Seller's knowledge, shall be true, accurate and complete at the time of the Closing as if made again at such time.

(iii) Seller shall have performed all obligations to be performed by it hereunder on or before Closing (or, if earlier, on or before the date set forth in this Agreement for such performance).

(iv) At Closing, title to the Property shall be in the condition required by Paragraph 7 of this Agreement and Escrow Agent shall deliver the Title Policy to Buyer.

If the conditions set forth in this Paragraph 8 are not satisfied as of Closing and Buyer does not waive the same, Buyer may terminate this Agreement, and thereafter neither Buyer nor Seller shall have any further liability to the other under this Agreement and Buyer's earnest money deposit shall be returned to Buyer.

9. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties, to the best of Seller's knowledge, which representations and warranties shall be deemed made by Seller to Buyer also as of the Closing Date:

9.1 Title. Seller is the sole owner of the Property, except for reservations of record. At Closing, Seller shall convey the entire fee simple estate and right, title and interest in and to the Property by statutory warranty deed to Buyer, free and clear of unapproved encumbrances of record.

9.2 Compliance with Law; Compliance with Property Restrictions. The Property complies in all material respects (both as to condition and use) with all applicable statutes, ordinances, codes, rules and regulations of any governmental authority having jurisdiction over the Property related to zoning, building, subdivision, and engineering.

9.3 Bankruptcy, etc. No bankruptcy, insolvency, rearrangement or similar action involving Seller or the Property, whether voluntary or involuntary, is pending, threatened, by a third party, or contemplated by Seller.

9.4 Taxes and Assessments. Other than amounts disclosed by the Title Binder, no other property taxes have been or will be assessed against the Property for the current tax year, and there are no general or special assessments or charges that have been levied, assessed or imposed on or against the Property.

9.5 Foreign Person. Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended (the "Code") and shall deliver to Buyer prior to the Closing an affidavit evidencing such fact and such other documents as may be required under the Code.

9.6 Mechanics' Liens. No labor, material or services have been furnished in, on or about the Property or any part thereof as a result of which any mechanics', laborer's or materialmen's liens or claims might arise.

9.7 Underground Storage Tanks. Seller has no knowledge of (a) subterranean storage or underground storage tanks that exist on the Property, and (b) any previously existing underground storage tanks that have been removed or filled in compliance with applicable law. If there had been an underground storage tank on the site, to the best of Seller's knowledge, the tank was decommissioned in compliance with applicable law.

9.8 Leases and Other Agreements. Seller represents that there are no leases, occupancy agreements, service agreements, licenses, easements, or option agreements with regard to the Property, except those of record or disclosed pursuant to Paragraph 8.1, or which Buyer has agreed in writing to assume.

9.9 Assumption of Liabilities. Buyer, by virtue of the purchase of the Property, will not be required to satisfy any obligation of Seller arising prior to the Closing Date.

9.10 **Defaults.** Seller is not in default and there has occurred no uncured event which with notice, the passage of time or both, would be a default, under any contract, agreement, lease, encumbrance, or instrument pertaining to the Property.

9.11 **Utilities.** The Property may or may not be served by water, storm and sanitary or septic sewer, electricity, and telephone supplied directly to the Property by facilities of public or private utilities. All such utilities are located within the boundaries of the Property or within lands dedicated to public use or within recorded easements for the same.

9.12 **Public Improvements.** Seller has no knowledge of any federal, state, county, municipal or other governmental plans to change the road system in the vicinity of the Property.

9.13 **Subdivision.** The conveyance of the Property will not constitute a violation of any subdivision ordinance. The improvements on the Property comply in all material respects with all applicable subdivision ordinances and statutes.

9.14 **Due Authority.** Seller and Buyer have all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and Buyer and constitute their legal, valid and binding obligation enforceable against Seller and Buyer in accordance with its terms.

9.15 **No Omissions.** The copies of any documents furnished to Buyer in connection with this transaction are true and complete copies of the documents they purport to be and contain no untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained therein not misleading.

10. Covenants of Seller. Seller covenants and agrees as follows:

10.1 **Perform Obligations.** From the date of this Agreement to the Closing Date, Seller will perform any monetary and non-monetary obligations it has regarding the Property.

10.2 **Demolition of Structures.** Seller shall lawfully demolish any and all burned and damaged structures located upon the Property at Seller's sole expense. This covenant must be accomplished and completed by Seller prior to Closing. In the event Seller fails to demolish the burned and damaged structures on the Property by the Closing Date, then the Closing shall be extended for sixty (60) business days to finish the demolition. Should Seller fail to perform this obligation under this Agreement, then Buyer may terminate this Agreement thereafter and neither Buyer nor Seller shall have any further liability to the other under this Agreement, and Buyer's earnest money deposit shall be returned to Buyer.

10.3 **No Liens.** From the date of this Agreement to the Closing Date, Seller will not allow any lien to attach to the Property, nor will Seller grant, create, or voluntarily allow the creating of, or amend, extend, modify or change, any easement, right-of-way, encumbrance,

restriction, covenant, lease, license, option or other right affecting the Property or any part thereof without Buyer's written consent first having been obtained.

10.4 Provide Further Information. From the date of this Agreement to the Closing Date, Seller will notify Buyer of each event of which Seller becomes aware affecting the Property or any part thereof immediately upon learning of the occurrence of such event.

11. Closing.

11.1 Time and Place. Provided that all the contingencies and covenants set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in Paragraph 6 of this Agreement.

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

(i) **Title Documents.** Such other documents, including, without limitation, lien waivers, indemnity bonds, indemnification agreements, lease termination agreements, and certificates of good standing as shall be required by Buyer, or by the Title Company as a condition to its insuring Buyer's good and marketable fee simple title to the Property.

(ii) **Authority.** Such evidence as the Title Company shall require as to authority of Seller to convey the Property to Buyer.

(iii) **Surveys and Drawings.** All surveys, site plans and plans and specifications relating to the Property as are in the possession or control of Seller, if any.

(iv) **Assignment.** Seller and Buyer agree any assignment of Buyer's rights under this Agreement shall be subject to Seller's approval, which shall not be unreasonably withheld, conditioned, or denied.

(v) **Warranty Deed.** A statutory warranty deed ("Deed") conveying to Buyer a good, marketable and indefeasible title in fee simple absolute to the Property in the form set forth in **Exhibit "D"** attached hereto.

11.3 Payment of Costs. At Closing, Seller shall pay all charges for title insurance for a standard ALTA owner's title policy insuring Buyer's title, one-half of the escrow fee, recording fees, the technology fee, and real property excise taxes. Buyer shall pay one-half of the escrow fee.

11.4 Taxes. Buyer is exempt from payment of real property excise taxes for the Property pursuant to WAC 458-61A-205(3).

11.5 Monetary Liens. Seller shall pay or cause to be satisfied at or prior to Closing all monetary liens on or with respect to all or any portion of the Property, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, rents and/or easements, judgment liens, tax liens (other than those for taxes not yet due and payable) and financing statements, except where Seller is exempt by statute or administrative rule or regulation.

11.6 Possession. Possession of the Property shall be delivered to Buyer at Closing. The Property, including without limitation the improvements, if any, shall be delivered to Buyer in good order.

11.7 Proration. All amounts required to be prorated hereunder as of Closing, shall be calculated as if Buyer were in possession of the Property as of the date of Closing.

12. Environmental.

12.1 Notwithstanding anything to the contrary in this Agreement or otherwise, the Parties agree that Seller shall have no obligation to defend, indemnify, or hold Buyer harmless with respect to any loss, liability, claim, demand, damage, or expense of any kind, including attorneys' fees, costs, and expenses (collectively, "Loss") arising (a) out of the release or threatened release of Hazardous Substances on, under, above, or about the Property after Closing, or (b) out of the past release or threatened release of any Hazardous Substance on, under, above, or about the Property caused or contributed to by Buyer, or any employee, agent, tenant, or contractor of Buyer.

12.2 Definitions. The term "Hazardous Substance" includes without limitation (a) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," or "solid wastes" in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; (d) chlorinated solvents; and (e) asbestos. The term "Environmental Law" includes any federal, state, municipal or local law, statute, ordinance, regulation, order, or rule pertaining to health, industrial hygiene, environmental conditions, or hazardous substances.

13. Indemnification. Seller shall pay, protect, pay the defense costs of, indemnify and hold Buyer and their successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) the breach of any representation, warranty, or agreement of Seller set forth in this Agreement, (b) the failure of Seller to perform any obligation required by this Agreement to be performed by Seller, (c) the ownership, maintenance, and/or operation of the Property by Seller prior to the Closing not in conformance with this Agreement, or (d) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the Seller, Seller's representatives, employees, contractors, or suppliers that occurred before Closing; provided, however, that nothing in this Paragraph 12 applies to Losses arising out of the presence of Hazardous Substances on, under, above, or about the Property, including Hazardous Substances that migrate or migrated to or from the Property except as specifically provided in Paragraph 12 above.

14. Condemnation. In the event of any commenced, to be commenced, or consummated proceedings in eminent domain or condemnation (collectively “Condemnation”) respecting the Property or any portion thereof, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property and Buyer’s earnest money deposit shall be returned to Buyer. If Buyer terminates this Agreement, neither Buyer nor Seller shall have any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, there shall be no reduction in the Purchase Price, and Seller shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, Seller’s entire right, title, and interest in and to any condemnation award or settlement made or to be made in connection with such Condemnation proceeding. Buyer shall have the right at all times to participate in all negotiations and dealings with the condemning authority and approve or disapprove any proposed settlement in respect to such matter. Seller shall forthwith notify Buyer in writing of any such Condemnation respecting the Property.

15. Casualty. If any fire, windstorm, or casualty occurs and materially affects all or any portion of the Property on or after the date of this Agreement and prior to the Closing, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement, neither Buyer nor Seller have any further liability to the other hereunder, and Buyer’s earnest money deposit shall be returned to Buyer. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, the Purchase Price shall be reduced by the amount of loss or damage occasioned by such casualty not covered by insurance, and Seller shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, its entire right, title, and interest in and to all insurance claims and proceeds to which Seller may be entitled in connection with such casualty. Buyer shall have the right at all times to participate in all negotiations and other dealings with the insurance carrier providing such coverage and to approve or disapprove any proposed settlement in respect to such matter. Seller shall forthwith notify Buyer in writing of any such casualty respecting the Property.

16. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands, or other communications required or desired to be given hereunder by any party (collectively, “Notices”) shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express, UPS, USPS, or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein, such notice shall be deemed given seven (7) days after the deposit thereof in the United States mail. Each such Notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Buyer: Steven J. Burney, City Manager
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Email: jburney@ci.olympia.wa.us

With a copy to: Mark Barber, City Attorney
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Email: mbarber@ci.olympia.wa.us

To Seller: Kae S. Lee, President
Chandra Holdings, Inc.
8802 Shepard Way NE
Lacey, WA 98516
Email: tim34851@gmail.com

With a copy to: John M. Hur, Executive Consultant
Luxus & Manus Consulting, LLC
31827 Military Road S
Auburn, WA 98001
Email: johnhur@wcb4you.com

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

17. Event of Default. In the event of a default under this Agreement by Seller (including a breach of any representation, warranty, or covenant set forth herein), Buyer shall be entitled, in addition to all other remedies, to seek monetary damages and specific performance of Seller's obligations hereunder.

18. Miscellaneous.

18.1 Applicable Law. This Agreement shall in all respects, be governed by the laws of the State of Washington.

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

18.3 Modification or Amendment, Waivers. No amendment, change, or modification of this Agreement shall be valid, unless in writing and signed by all of the Parties hereto. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

18.4 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors, and assigns. Any assignment shall be subject to Seller's approval, which shall not be unreasonably withheld, conditioned, or denied. Buyer must notify and, if required, request approval by Seller of any such assignment prior to the Closing. Any such assignee shall for all purposes be regarded as Buyer under this Agreement.

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

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

18.7 Construction. Captions are solely for the convenience of the Parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. If the date on which Buyer or Seller are required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

18.8 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.9 Survival. The covenants, agreements, obligations to indemnify, representations, and warranties made in this Agreement shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

18.10 Finders' or Brokers' Fees. Seller represents and warrants that if Seller has engaged the services of any broker or finder to which a commission or other fee is due in connection with any of the transactions contemplated by this Agreement, that Seller shall pay such fee in connection with the transactions contemplated by this Agreement. Seller agrees to

indemnify, defend, and hold harmless Buyer against any loss, liability, damage, cost, claim, or expense, including interest, penalties, and reasonable attorneys' fees that Buyer shall incur or suffer by reason of a breach by Seller of the representation and warranty set forth above.

18.11 **Time.** Time is of the essence of every provision of this Agreement.

18.12 **Risk of Loss.** All of Seller's personal property, of any kind or description whatsoever that is on the Property after Closing, shall be at Seller's sole risk of loss.

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

18.14 **Recitals.** The Recitals set forth above are incorporated by this reference into this Agreement and are made a part hereof.

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

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

[The remainder of this page is intentionally left blank. Signatures appear on the following page.]

SELLER:

**CHANDRA HOLDINGS, INC., an
Oregon corporation**

By: Kae Lee
Kae S. Lee, President

Date: 06/28/2021

BUYER:

**CITY OF OLYMPIA, a Washington
municipal corporation**

Steven J. Burney, City Manager

Date: _____

APPROVED AS TO FORM:

Mark Barber
Mark Barber, City Attorney

Date: 06/28/2021

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL B OF BOUNDARY LINE ADJUSTMENT NO. BLA-032585OL, AS RECORDED JANUARY 21, 2004, UNDER AUDITOR'S FILE NOS. 3612157 AND 3612158, AND AS AMENDED UNDER AUDITOR'S FILE NO. 3612958.

SITUATE IN THURSTON COUNTY, WASHINGTON.

A vicinity map showing the location of the site. The site is a shaded triangular area bounded by PLAIN ST SE, OAKHURST ST SE, and EASTBROOK ST SE. It is situated near the intersection of these streets and the I-75 corridor. Other nearby streets include VANDERBILT RD SE and LINDSEY AVE SE. A north arrow is present at the bottom of the map.

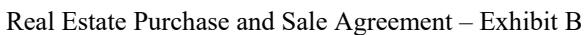


EXHIBIT “C”
DOCUMENTS AND REPORTS

1. Copies of all of leases or other occupancy agreements relating to the Property, if any, with originals to be delivered at Closing.
2. Copies of all licenses permits and approvals, if any, issued by governmental authorities for the use and occupancy of the Property or any facility located thereon.
3. Any other information about the Property reasonably requested by Buyer if in the possession or control of Sellers.
4. Any service contracts or other similar agreements related to the Property.
5. Reports of environmental conditions related to the Property, if any.
6. Surveys, if any.
7. Soils reports, if any.

EXHIBIT "D"
FORM OF STATUTORY WARRANTY DEED

AFTER RECORDING MAIL TO:

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

Document Title:	Statutory Warranty Deed
Grantor:	Chandra Holdings, Inc., an Oregon corporation
Grantee:	City of Olympia, a Washington municipal corporation
Abbreviated Legal Description:	PCL B BLA-032585OL
Assessor's Tax Parcel Number(s):	78305901100; 99000015500

The Grantor, **CHANDRA HOLDINGS, INC.**, an Oregon corporation for and in consideration of the sum of TEN and NO/100---(\$10.00) Dollars, and other valuable considerations, in hand paid, hereby conveys and warrants to the Grantee, **CITY OF OLYMPIA**, a Washington municipal corporation, the following legally described real property together with all water, timber, mineral, and any other rights or appurtenances thereto, situated in the City of Olympia, County of Thurston, in the State of Washington, including all after acquired title:

As legally described in **EXHIBIT A** attached hereto.

DATED this ____ day of _____, 2021.

GRANTOR: Chandra Holdings, Inc., an Oregon
corporation

By: _____
Kae S. Lee, President

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Kae S. Lee, President, and as the authorized corporate officer or representative of Chandra Holdings, Inc., an Oregon corporation, appeared before me, and that said person acknowledged that he/she signed this instrument, and on oath and stated that he/she is authorized to execute this instrument on behalf of said corporation, and acknowledged his/her signature as their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____ 20__.

Signature
Name (typed or printed): _____
NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My appointment expires: _____

ACCEPTED AND AGREED:

GRANTEE: City of Olympia, a Washington
municipal corporation

Steven J. Burney, City Manager

Approved as to form:

Mark Barber, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL B OF BOUNDARY LINE ADJUSTMENT NO. BLA-032585OL, AS RECORDED JANUARY 21, 2004, UNDER AUDITOR'S FILE NOS. 3612157 AND 3612158, AND AS AMENDED UNDER AUDITOR'S FILE NO. 3612958.

SITUATE IN THURSTON COUNTY, WASHINGTON.



City Council

Approval to Allocate Council Goal Funds to Support the Reimagining Public Safety Public Engagement Process

Agenda Date: 7/13/2021
Agenda Item Number: 4.I
File Number: 21-0682

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

Title

Approval to Allocate Council Goal Funds to Support the Reimagining Public Safety Public Engagement Process

Recommended Action

Committee Recommendation:

N/A

City Manager Recommendation:

Move to approve the allocation of \$70,000 of Council Goal funds to provide consultant support for the Reimagining Public Safety engagement process.

Report

Issue:

Whether to approve the allocation of \$70,000 of Council Goal funds to provide consultant support for the Reimagining Public Safety engagement process.

Staff Contact:

Stacey Ray, Strategic Planning and Performance Manager, Office of Performance and Innovation, 360.753.8406

Presenter(s):

None. Consent Calendar item.

Background and Analysis:

The City Council has heard from the community the need to reduce inequities and bias in Olympia's public safety system, and to create a criminal justice system that works for everyone. In January, the Ad Hoc Committee on Public Safety approved a process to reimagine public safety using a community-led approach called Participatory Leadership.

This approach to engage the public is led by a Community Work Group made of ten community members, who will learn about Olympia's criminal justice system and host a series of community

conversations, focus groups, and community surveys to hear from community members about their experiences and perspectives. The Work Group will use what they hear and learn throughout the approximate 6-7-month process to deliver to Council a definition for what public safety means to Olympians, and goals and recommendations for reimagining a criminal justice system that works for all.

Since January, preparations have been underway to ready for the launch of this process, including forming the Community Work Group, meeting with City staff who work in the criminal justice system, conducting community stakeholder interviews, and developing and sharing educational presentations on Olympia's criminal justice system with the Council Ad Hoc Committee on Public Safety.

Preparations also included conducting a Request for Proposals to select a consultant to support this work. After a competitive process in which both City staff from the criminal justice system and a community representative were involved, the City has chosen to enter into a contract with Communications Resources Northwest (CRNW).

CRNW has recently been our partner in reimagining how Strategic Communications is implemented in the City, and through that contract, they learned a great deal about the City's priorities and challenges. For Reimagining Public Safety, CRNW has teamed with long-time partner BRIC (Building Relationships and Inspiring Communities). BRIC is a northwest leader in facilitating community conversations around public space through a lens of diversity, equity, and social justice. Both firms understand and have demonstrated experience in engaging diverse community members in public process, including virtually, that is in inclusive, robust, and purpose driven.

The purpose of this agenda item is to request an additional \$70,000 in funding to support this process. Preparations over the past few months and learnings from the process to establish a Social Justice & Equity Commission have helped to clarify the approach and specific areas that need additional attention, including a more extensive employee engagement and communication strategy and more tailored outreach and engagement for a diversity of community stakeholders.

Neighborhood/Community Interests (if known):

There is broad community member interest in the City hosting a community-wide engagement process on reimagining public safety in Olympia. In addition to informing possible recommendations for the budget process, reimagining public safety contributes to the City's Public Health & Safety Comprehensive Plan focus area, and can inform other City efforts aimed at addressing social justice and equity issues.

Options:

1. Approve the use of \$70,000 in Council Goal funds to support the Reimagining Public Safety process.
2. Do not approve the use of \$70,000 in Council Goal funds to support the Reimagining Public Safety process.

Financial Impact:

Staff is requesting \$70,000 in Council goal funds to support the Reimagining Public Safety public engagement process. The funds will supplement \$100,000 in operating budget funds and will be used to enter into a consulting contract with Communications Resources Northwest to provide

support in meeting design and facilitation, and community input analysis and organization. If this request is approved, Council will have a balance of approximately \$61,000 in Council goal funds.

Attachments:

Project Overview

Reimagining Public Safety

Police



Corrections



Prosecution



Public Defense



Court



The Olympia City Council has heard from the community that we need to reduce inequities and bias to create a public safety system that works for everyone. In response, we are launching a community-led process to reimagine our public safety system, starting June 2021.

Reimagining Public Safety focuses on all elements of Olympia's criminal justice system: **Policing, Corrections, Prosecution, Public Defense and Courts.**

Community Work Group Leadership

The best ideas and plans for reimagining public safety will come from the community itself. A Work Group of Olympia community members will lead the public engagement process: ten to twelve residents who are dedicated to listening deeply and reflecting what they hear. To prepare, they will learn about Olympia's current criminal justice system and seek out the voices and perspectives most important to include and elevate.

Public Input and Problem Solving

In June 2021, the Community Work Group will invite you to join a "participatory leadership" process: a series of community conversations and small group discussions to learn, share and discuss:

- What public safety means for Olympians
- Individuals' lived experiences
- Solutions for an anti-bias and equitable criminal justice system

Recommendations to City Council

At the end of the nine-month process, the Work Group will deliver their recommendations to the City Council, describing how to create a public safety system that will best serve everyone in Olympia. City Council will use the Work Group's recommendations to guide policy and budgeting decisions for 2022 and beyond.



Find out More

olympiawa.gov/publicsafety • sray@ci.olympia.wa.us



City Council

Approval of a Resolution Authorizing an Amendment of the Fir Street Reservoirs Seismic Upgrades Loan Agreement with the Washington State Department of Health

Agenda Date: 7/13/2021
Agenda Item Number: 4.J
File Number: 21-0695

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

Title

Approval of a Resolution Authorizing an Amendment of the Fir Street Reservoirs Seismic Upgrades Loan Agreement with the Washington State Department of Health

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing the City Manager to sign an amendment to the Drinking Water State Revolving Fund (DWSRF) loan agreement for the Fir Street Reservoirs Seismic Upgrades.

Report

Issue:

Whether to approve the amendment to the Drinking Water State Revolving Fund Loan for the Fir Street Reservoirs Seismic Upgrades.

Staff Contact:

Aurora Isabel, Project Engineer II, Public Works Water Resources, 360.570.3741

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Drinking Water State Revolving Fund (DWSRF) makes funds available to drinking water systems to pay for infrastructure improvements. The DWSRF program provides federal and state funds through low-interest construction loans to publicly owned (municipal) and privately owned drinking water systems. These loans help pay for capital improvements that protect public health and improve compliance with drinking water regulations.

In 2018, the Washington State Department of Health (DOH) awarded the City a \$1,515,000 DWSRF construction loan for a capital facilities project that will provide seismic retrofits to the Fir Street Reservoirs. The Fir Street Reservoirs provide water to the City's 226 Pressure Zone that serves the downtown area. These are the only reservoirs in this pressure zone.

The project brings the reservoirs in compliance with standard seismic codes and protects the City's drinking water supply by mitigating the risk of the collapse of a reservoir in an earthquake event. The project is near completion.

At the time the original loan was executed, up to \$3,000,000 in total funding was available to each municipality. The City applied for \$3,000,000 for two projects, \$1,500,000 each, for Fir Street Reservoirs and Elliot Reservoir seismic upgrades. The original cost estimate for Fir Street Reservoirs seismic upgrade was approximately \$1,500,000. However, during the design process, structural damages requiring repair or replacement were discovered. The adjusted total estimated cost of the Project increased to \$1,986,670.

On January 14, 2021, DOH informed City staff of additional funding for projects facing construction overruns. The amount available is not to exceed \$500,000 at 1.75 percent interest and with a 1.0 percent loan origination fee. The current Drinking Water State Revolving Fund Loan Agreement between the City and DOH for Fir Street Reservoirs Seismic Upgrades needs to be amended to receive this additional construction loan funding.

Neighborhood/Community Interests (if known):

The Fir Street Reservoirs are key to sustaining the supply of drinking and fire protection water to Downtown and approximately half of the Eastside.

Options:

1. Approve a Resolution authorizing the City Manager to sign an amendment to the Drinking Water State Revolving Fund (DWSRF) loan agreement for the Fir Street Reservoirs Seismic Upgrades. The additional funds will help pay for the remaining project cost. The seismic retrofits protect the drinking water supply for Olympia by mitigating risk from future seismic activity. Compliance with Olympia's Water System Plan is maintained, ensuring the City fulfills commitments made to the State Department of Health.
2. Do not approve the Resolution, reject the additional loan funds, and instead use City Utility funds allotted to other projects to pay for the remaining project cost.
3. Consider approval of the Resolution at another time.

Financial Impact:

Total cost for this project is approximately 1.9 million dollars. The current funding for this project through the Drinking Water Utility (Utility) is largely with a low-interest loan from the Washington DWSRF. The current DWSRF construction loan amount is \$1,515,000.00, financed at a 1.5% interest rate over 20 years. Payments of approximately \$88,000 are due annually on October 1. The amended contract will be for a total loan amount of \$1,986,670.00 (including loan fee). The additional \$467,000.00 will be financed at 1.75 percent interest. The Period of Performance remains unchanged through 10/01/2038.

The additional funds allow the utility to smooth capital expenditures and moderate rate increases.

The Utility has the funds to make these payments for the duration of the loan period. With the loan, there are currently sufficient funds in the budget to pay for this project.

Attachments:

Resolution

Contract Amendment

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN AMENDMENT TO A DRINKING WATER STATE REVOLVING FUND LOAN AGREEMENT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON STATE DEPARTMENT OF HEALTH FOR FIR STREET RESERVOIRS' SEISMIC UPGRADES

WHEREAS, the Drinking Water State Revolving Fund (DWSRF) makes funds available to drinking water systems to pay for infrastructure improvements; and

WHEREAS, the DWSRF program provides federal and state funds through low-interest construction loans for municipal owned drinking water systems to help pay for capital improvements that protect public health and improve compliance with drinking water regulations; and

WHEREAS, in 2018, the Department of Health (DOH) awarded the City a \$1,515,000 DWSRF construction loan for a capital facilities project that would provide seismic retrofits to the Fir Street Reservoirs #1 and #2; and

WHEREAS, this project would assess the current condition of the Fir Street Reservoirs and design and construct retrofits to bring the reservoir up to standard seismic codes, which would protect the City's drinking water supply by mitigating the risk of the collapse of the reservoir in an earthquake event; and

WHEREAS, during the project design process, structural damages that needed repairs and/or replacements were discovered; and

WHEREAS, the additional costs to make those repairs and/or replacements were approximately \$467,000; and

WHEREAS, the Department of Health (DOH) awarded the City an additional \$471,670 DWSRF construction loan; and

WHEREAS, the additional construction loan will cover the cost of the project overrun and the required 1 percent loan fee;

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

1. The Olympia City Council hereby approves the form of DWSRF Loan Agreement amendment for an additional \$471,670 between the City of Olympia and Department of Health for Fir Street Reservoirs #1 and #2 Seismic Upgrades and the terms and conditions contained therein.

2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the DWSRF Loan Agreement amendment for an additional \$471,670, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Loan Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY



CONTRACT AMENDMENT

1. NAME OF CONTRACTOR City of Olympia	2. CONTRACT NUMBER DOH Contract #DWL23455
1a. ADDRESS OF CONTRACTOR (STREET) P.O. Box 1967 Attn: Supervising Engineer: Tim Richardson	2a. AMENDMENT NUMBER <div style="text-align: center; font-size: 1.2em;">3</div>
1b. CITY, STATE, ZIP CODE Olympia, WA 98507-4511	
3. <input checked="" type="checkbox"/> THIS ITEM APPLIES ONLY TO BILATERAL AMENDMENTS. The Contract identified herein, including any previous amendments thereto, is hereby amended as set forth in Item 5 below by mutual consent of all parties hereto.	
4. <input type="checkbox"/> THIS ITEM APPLIES ONLY TO UNILATERAL AMENDMENTS. The Contract identified herein, including any previous amendments thereto, is hereby unilaterally amended as set forth in Item 5 below pursuant to that changes and modifications clause as contained therein.	
5. <u>DESCRIPTION OF AMENDMENT:</u> The purpose of this amendment is to provide additional funding in the amount of \$467,000 to cover higher than originally bid construction costs. This additional funding is necessary to complete the project. <div style="margin-left: 20px;"> 5a. <u>Consideration:</u> This amendment increases the Contract Consideration by \$467,000.00; therefore, the revised maximum consideration of this contract and all amendments shall not exceed \$1,986,670.00 (including loan fee). Source of Funds for this Amendment: Federal and or State, Total \$467,000.00 </div> <div style="margin-left: 20px;"> 5b. <u>Period of Performance:</u> remains unchanged through 10/01/2038. </div> <div style="margin-left: 20px;"> 5c. <u>The Effective Date of this Amendment:</u> is the Date of Execution. There are no changes to this project SOW related to this amendment. </div>	
6. All other terms and conditions of the original contract and any subsequent amendments thereto remain in full force and effect.	
7. <input type="checkbox"/> This is a unilateral amendment. Signature of contractor is not required below. <input checked="" type="checkbox"/> Contractor hereby acknowledges and accepts the terms and conditions of this amendment. Signature is required below.	
8. CONTRACTOR SIGNATURE (also, please print/type your name) <div style="margin-left: 20px;"> _____ Steven J. Burney, City Manager </div> <div style="margin-left: 20px;"> Approved as to Form: Mark Barber _____ Mark Barber, City Attorney </div>	DATE
9. DOH CONTRACTING OFFICER SIGNATURE	DATE

This document has been approved as to form only by the Assistant Attorney General.

**Statement of Work
DOH Contract DWL23455-3**

Project Description:

The Fir Street Reservoirs No. 1 and No. 2 are located at the NW corner of Fir Street and 7th Avenue in the City of Olympia's in the 226 Pressure Zone. These concrete reservoirs are similar in construction and were constructed nearly side-by-side in the 1930s. Each reservoir provides a capacity of 2.5MG (Million Gallons). Both reservoirs received major renovations in 1975 and earthquake repairs in 2003. The repair work performed in 2003 addressed damage caused by the 2001 Nisqually earthquake. Originally the reservoirs were constructed of cast in place concrete slabs on grade, lined with brick parapet. The 1975 renovations consisted of structural upgrades to the bottom and sloped sides of both tanks, as well as removal of the brick parapet. Additionally, precast concrete columns were added to support a new 4-inch thick post-tensioned concrete roof over precast-prestressed concrete double-tee beams. New perimeter walls and footings were also added on all four sides of each tank. Geomembrane slab liners were also anchored to the base and perimeter walls of each tank. Finally, a berm over the existing grade around the new perimeter walls was constructed to match the top of the roof slab.

A structural engineer performed thorough seismic evaluations in 2001 and 2011, using current codes and standards based on the USGS National Seismic Hazard Mapping Project, to assess the condition of the reservoirs and recommend seismic upgrades. Based on the inspection done in 2001 (after the Nisqually earthquake), and the subsequent repairs in 2003, the reservoirs were deemed to be structurally sound in resisting gravity loads but had deficiencies in resisting seismic forces. Recommendations for seismic upgrades included adding new seismic cables and roof chord reinforcing steel in perimeter walls on all four sides of each reservoir. These modifications are proposed to be constructed on the outside face of the perimeter walls to enhance accessibility and minimize disruption of materials inside the tanks. This work can be done without a disruption in service.

A collar will be added at the top of each column to repair cracking and spalling of concrete and eliminate bearing induced cracking. The lower portion of the columns are in good condition; however, these sections are to be wrapped in Glass Fiber Reinforced Plastic (GFRP) for damage protection. These column modifications will be performed in the winter during low water demands; this work will require draining each reservoir. Only one reservoir will be taken off-line at any given time to ensure continuity of service. The City will develop a contingency plan to deal with any unusual water demands during construction of these seismic upgrades. The City will hire an engineering consultant to review the previous seismic upgrade recommendations and design the final seismic upgrades based on the most current seismic codes and methods.

Scope of Work: (no change)

Project to include seismic upgrades and repairs/improvements to reservoir components at the existing 2.5 MG Fir Street Reservoirs No. 1 and No. 2, located at the NW corner of Fir Street and 7th Avenue in the City of Olympia's in the 226 Pressure Zone. Improvements will include:

- Installation of stainless steel brackets to improve the wall/roof connection to meet current seismic standards.
- A collar will be added at the top of each column to repair cracking and spalling of concrete and eliminate bearing induced cracking.
- Repair of spalling concrete in the reservoirs.
- Replacement of geomembrane liners in the reservoirs that are leaking and have reached the end of their useful life.
- Installation of new access hatches in each reservoir to facilitate construction.
- Filling of voids under the reservoir with grout.
- Lining of the existing drain and outlet pipes under the reservoir.
- Replacement of corroded wash water piping and outlet and drain grates and funnels.
- Adjustment of water level gauges in the reservoir.
- Replacement of the existing reservoir vents with vents that meet current standards.

**Statement of Work
DOH Contract DWL23455-3**

- Replace pipes and valving within the McCormick valve house where the outlet piping from the Fir Street Reservoirs resides. Install new grating platform to improve access.
- Replace existing flowmeters with new flowmeters in the McCormick Valve House.
- Install a new pressure reducing valve vault to facilitate taking the reservoirs out of service.

In addition to costs of construction, costs may include (but are not limited to): engineering, design, construction inspection, geotechnical and soils work, cultural and environmental review, permits, public involvement, preparation of bid documents, fees, taxes, legal, administrative, and audit.

**Statement of Work
DOH Contract DWL23455-3**

**2016-024 City of Olympia
Fir Street Reservoirs No. 1 & No. 2 Seismic Upgrades**

Project Costs by Cost Category:

COST CATEGORY	CURRENT ESTIMATES
Engineering Report (Preliminary Engineering):	\$26,800
Environmental Review:	\$5,000
Historical Review/Cultural Review:	\$5,000
Land/ROW Acquisition:	\$
Permits:	\$5,000
Public Involvement/Information:	\$10,000
Bid Documents (Design Engineering):	\$368,000
Construction: Estimated Cost. Provide details on following pages.	\$1,367,000
DOH Review/Approval Fees:	\$6,000
Contingency: (10% min, 20% max):	\$90,000
Other: (Sales or Use Taxes):	\$79,200
Construction Engineering/Inspection:	\$
Insurance:	\$
Audit:	\$5,000
Legal:	\$
Service Meters:	\$
Other:	\$
Other:	\$
Other:	\$
TOTAL ESTIMATED PROJECT COSTS (before Loan Fee)	\$1,967,000
Loan Fee (1% of the DWSRF Loan Request)	\$19,670

**Statement of Work
DOH Contract DWL23455-3**

**2016-024 City of Olympia
Fir Street Reservoirs No. 1 & No. 2 Seismic Upgrades**

Construction Bid Items Checklist:

COMPONENT	INDICATE IF NEW CONSTRUCTION OR REPLACEMENT OF EXISTING COMPONENT (NEW / REPLACE / N/A)	QUANTITY	APPROXIMATE SIZE OR CAPACITY
EXAMPLE:			
Transmission main	NEW	5,000 lf	8"
Transmission main			
Distribution main			
Intertie			
Other piping	Piping and valving upgrades at McCormick Valve House	1	
Booster pump			
Well			
Surface Water Intake			
Treatment or filtration			
Disinfection			
Generator			
Electrical (in ground)			
Service meters			
Mobilization			
Grading/Site Prep			
Source Meters			
Telemetry			
Reservoir			
Building			

**Statement of Work
DOH Contract DWL23455-3**

Fencing			
Lighting			
Surface Restoration If not included in another item.			
Other: Seismic Upgrades to two 2.5 MG reservoirs		2	2.5 MG each
Other: Amendment 3	Higher than bid estimated Construction costs		
Other:			
Other:			
Other:			
Other:			
Other:			

**Statement of Work
DOH Contract DWL23455-3**

**2016-024 City of Olympia
Fir Street Reservoirs No. 1 & No. 2 Seismic Upgrades**

Project Funding:

TYPE OF FUNDING	SOURCE	CURRENT STATUS
Grants and Other Non-Matching Funds		
Grant #1		\$
Grant #2		\$
Other Grants		\$
New Grants		\$
Total Grants and Other Non-Matching Funds		\$
Loans		
<i>This Loan Request</i>	<i>DWSRF with 1% Loan Fee</i>	\$1,986,670
Other Loan #1		\$
Other Loan #2		\$
Other Loans		\$
New Loans		\$
Total Loans		\$
Local Revenue		
Source #1		\$
Source #2		\$
Other Local Revenue		\$
New Local Revenue		\$
Total Local Revenue		\$
Other Funds		
Other Funds		\$
Other Funds		\$
Total Other Funds		\$
TOTAL PROJECT FUNDING		\$1,986,670

**Statement of Work
DOH Contract DWL23455-3**

**2016-024 City of Olympia
Fir Street Reservoirs No. 1 & No. 2 Seismic Upgrades**

Engineer's Certification:

The term of this loan will be based on an engineer's certification of the expected useful life of the improvements, as stated below, or 24 years, whichever is less. If the jurisdiction prefers the term of its loan to be less than either 24 years or the useful life of the improvements, the preferred loan term should be indicated here: ____ years.

I, _____, licensed engineer, certify that the average expected useful life for the improvements described above is ____ years.

Signed: _____

Name: _____

Date: _____

Telephone: _____

Professional Engineer License Number: _____



City Council

Approval of a Resolution to Apply for a Grant for Ecology's GROSS Program for Environmental Education and Equity Program Consent

Agenda Date: 7/13/2021
Agenda Item Number: 4.K
File Number:21-0696

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

Title

Approval of a Resolution to Apply for a Grant for Ecology's Grants of Regional or Statewide Significance Program for Environmental Education and Equity Program Consent

.Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve a Resolution authorizing staff to apply for, and the City Manager to sign, a grant agreement for a Washington State Department of Ecology Grant of Regional or Statewide Significance.

Report

Issue:

Whether to approve a Resolution authorizing staff to apply for, and the City Manager to sign, a grant agreement for a Washington State Department of Ecology Grant of Regional or Statewide Significance (GROSS) application to develop environmental justice and stormwater tools to assist stormwater managers implement the Stormwater Management Action Plan (SMAP).

Staff Contact:

Susan McCleary, Senior Program Specialist, Public Works Water Resources, 360.570.3794

Presenter(s):

None - Consent Item

Background and Analysis:

The Storm and Surface Water Utility is addressing 2019-2024 National Pollutant Discharge and Elimination System (NPDES) Municipal Stormwater Permit. The Permit obligations include working with overburdened communities as part of our stormwater management efforts. This includes public education and outreach engagement and creating opportunities for public involvement and

participation in decision-making processes involving the development, implementation, and update of the City's Stormwater Management Action Plans (Special Permit Conditions S.5.C.2.a.i and S.5.C.3.a).

City staff will manage the project with support from Thurston County Stormwater Utility Partners (Thurston Regional Environmental Education Partnership) to address this issue of common concern regionally and to provide economies of scale. The grant funding will allow us to develop tools and training that will provide long-term benefits to multiple jurisdictions across our region.

We will also partner with the University of Washington Tacoma and the Action Mapping Project to develop the Thurston Equity Index Map, a baseline geospatial data analysis tool and dashboard(s). The Index along with a facilitated service equity analysis, communication plan and cultural competency training will provide the training and tools we need to apply an equity lens to how we prioritize and evaluate our environmental stewardship work and where to focus our efforts to create better outcomes for historically underserved/overburdened populations.

Neighborhood/Community Interests (if known):

Our community has made it clear that equity and racial justice need to be prioritized.

Options:

1. Move to approve a Resolution authorizing staff to apply for, and the City Manager to sign, a grant agreement for a Washington State Department of Ecology GROSS application to develop environmental justice and stormwater tools to assist stormwater managers implement the SMAP.
2. Do not approve a Resolution authorizing staff to apply for and the City Manager to sign the grant agreement for a Washington State Department of Ecology GROSS grant application. The City will not receive financial assistance and will have to postpone the development of the Thurston Equity Index and associated service equity analysis and cultural competency training until other funding sources can be secured.
3. Consider the Resolution at another time.

Financial Impact:

There are no matching funds required from the City for this funding opportunity. It is expected if awarded the grant, the amount received would be approximately \$125,000. The grant term is two years.

Attachments:

Resolution
Funding Guidelines

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE APPLICATION FOR A GRANT BETWEEN THE CITY OF OLYMPIA AND THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR A MUNICIPAL STORMWATER GRANT OF REGIONAL OR STATEWIDE SIGNIFICANCE (GROSS).

WHEREAS, the Stormwater Utility is committed to integrating diverse perspectives into its programs, providing equitable services to the community, and to raising its cultural competency to create a community centered approach to programs; and

WHEREAS, the 2019 National Pollutant Discharge Elimination System (NPDES) Phase II permit for Western WA identifies the need to include overburdened communities in outreach programs that build awareness of the impacts of stormwater on surface waters. Additionally, to create opportunities for overburdened communities to participate in decision-making processes involving the development and implementation of the Permittee's Stormwater Management Action Plan (SMAP) process and update of the Stormwater Management Plan (SWMP) (Special Conditions S.5.C.2.a.i and S.5.C.3.a); and

WHEREAS, to achieve these objectives, the Stormwater Utility seeks funding to implement an environmental justice project. Through this project the Stormwater Utilities of Thurston County (Olympia, Lacey, Tumwater, and Thurston County) will develop environmental justice and stormwater tools to assist stormwater managers, planners, and education staff implementing the SWMP (e.g. public involvement, education, and outreach). This will include the Thurston Equity Index; a baseline geospatial data analysis tool; development and implementation of a Service Equity Analysis Toolkit; Cultural Competency training for staff; a Diversity, Equity and Inclusion (DEI) Dashboard with project goals, objectives, activities and evaluation metrics; and a DEI Communications Plan; and

WHEREAS, in pursuing this project, the Stormwater Utility will partner with the University of Washington Tacoma and the Action Mapping Project to develop the Thurston Equity Index Map and dashboard. The Equity Index includes the following components: 1) Conception of index variables, 2) Data collection, 3) Data analysis and composition of indices, and 4) Data sharing. The Equity Index will be designed for appropriate use (i.e. use as resolutions appropriate to the following jurisdictions: Thurston County, the City of Lacey, the City of Olympia, and the City of Tumwater); and

WHEREAS, this project will provide the tools needed to apply an equity focus to how the Stormwater Utility prioritizes and evaluates environmental stewardship and outreach – what watersheds it focus on, which actions it takes, and how to better integrate and serve historically under-represented and overburdened communities into its public processes. The project design will be replicable in other jurisdictions. Deliverables will include training templates and related training videos, the Thurston Equity Index and DEI dashboard; and

WHEREAS, the Department of Ecology has a Municipal Grant of Regional or Statewide Significance (GROSS) grant program that can provide financial assistance to Phase I and Phase II cities and counties for projects that support implementation of the NPDES Municipal Stormwater General Permits statewide or across a region. The Stormwater Utility seeks to apply for such a grant. It is expected if awarded the grant, the amount received would be approximately \$125,000;

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

1. The Olympia City Council hereby authorizes the Stormwater Utility to apply for a grant between the City of Olympia and Department of Ecology for the Thurston Equity Index Map and Service Equity Analysis Project and hereby approves the terms and conditions contained therein.
2. The City Manager or his designee is directed and authorized to execute on behalf of the City of Olympia the application for a grant, and any other documents necessary to receive and expend funds for the Project, expected to be approximately \$125,000, and to make any minor modifications as may be required and are consistent with the intent of the Grant Application, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY



Municipal Stormwater Grants of Regional or Statewide Significance SFY 2021-23

Funding Guidelines

State Department of Ecology
Olympia, Washington

May, 2021, Publication 21-10-021

Publication Information

This document is available on the Department of Ecology's website at:
<https://apps.ecology.wa.gov/publications/summarypages/2110021.html>

Contact Information

Water Quality Program

P.O. Box 47600

Olympia, WA 98504-7600

Phone: 360-407-6600

Website¹: [Washington State Department of Ecology](http://www.ecology.wa.gov)

ADA Accessibility

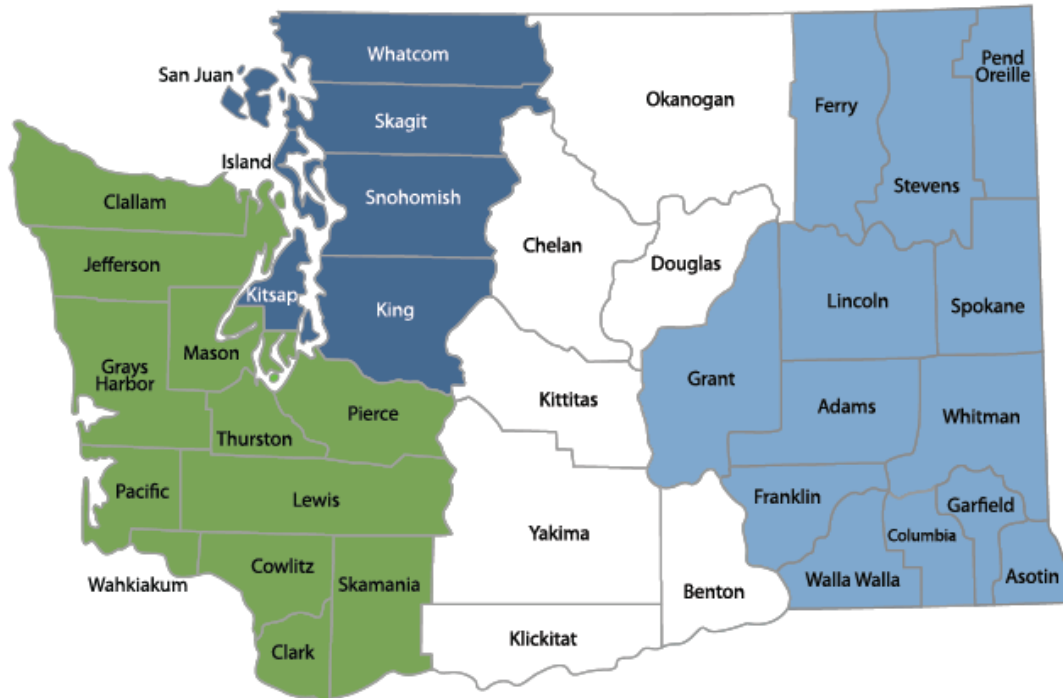
The Department of Ecology is committed to providing people with disabilities access to information and services by meeting or exceeding the requirements of the Americans with Disabilities Act (ADA), Section 504 and 508 of the Rehabilitation Act, and Washington State Policy #188.

To request an ADA accommodation, contact Ecology by phone at 360-407-6600 or email at jessica.schwing@ecy.wa.gov. For Washington Relay Service or TTY call 711 or 877-833-6341. Visit Ecology's website for more information.

¹ www.ecology.wa.gov/contact

Department of Ecology's Regional Offices

Map of Counties Served



Southwest Region
360-407-6300

Northwest Region
425-594-0000

Central Region
509-575-2490

Eastern Region
509-329-3400

Region	Counties served	Mailing Address	Phone
Southwest	Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Mason, Lewis, Pacific, Pierce, Skamania, Thurston, Wahkiakum	PO Box 47775 Olympia, WA 98504	360-407-6300
Northwest	Island, King, Kitsap, San Juan, Skagit, Snohomish, Whatcom	3190 160th Ave SE Bellevue, WA 98008	425-649-7000
Central	Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, Yakima	1250 W Alder St Union Gap, WA 98903	509-575-2490
Eastern	Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman	4601 N Monroe Spokane, WA 99205	509-329-3400
Headquarters	Across Washington	PO Box 46700 Olympia, WA 98504	360-407-6000

Municipal Stormwater Grants of Regional or Statewide Significance SFY 2021-23

Funding Guidelines

Water Quality Program
Washington State Department of Ecology
Olympia, WA

May 2021 | Publication 21-10-021



DEPARTMENT OF
ECOLOGY
State of Washington

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Funding Program Purpose

The Municipal Grant of Regional or Statewide Significance (GROSS) program will provide financial assistance to Phase I and Phase II cities and counties for projects that support implementation of the National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater General Permits statewide or across a region. Project benefits may include, but are not limited to:

- Assistance for a number of permittees in a region or statewide to implement permit requirements.
- Development of a product that can be used regionally or statewide.
- Regional or statewide access to advances in stormwater management technology or resources.

Funding for this program is provided to Ecology by the 2021 Washington State Legislature as part of the Ecology Operating Budget. Ecology anticipates awarding up to \$1.1 million dollars through this program. Capital construction projects are not eligible for this funding program.

Program schedule

Table 1 Funding program schedule

May 21, 2021	Applications open in EAGL
July 30, 2021 4:59pm	Applications close
September 17, 2021	Funding offers announced
September 17, - December 31, 2021	Agreement negotiation & development
January 30, 2022	First progress report due
April 30, 2023	Agreements expire
May 30, 2023	Final payment requests due to Ecology

Applicant eligibility

This competitive grant program is open to all cities or counties in Washington State covered by a Phase I or Phase II Municipal Stormwater General Permit. Ports, universities, school districts, drainage districts, state agencies, or other secondary permittees are not eligible to apply directly for this funding program but may partner with a permitted city or county. For information on local governments covered by the permits and permit requirements, see [Ecology's Stormwater Permit website](#)².

² <https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Municipal-stormwater-general-permits>

Local governments receiving funding under other Ecology stormwater grant programs are not precluded from applying for these grants of regional and statewide significance.

Partnerships

Applicants are strongly encouraged to form partnerships to address issues of common concern and to provide economies of scale. Eligible partners include, but are not limited to, other Phase I and Phase II permittees, the Washington State Department of Transportation, conservation districts, secondary permittees (such as ports, universities, and school and drainage districts), as well as associations, non-profit organizations, and non-permitted local governments.

Maximum grant award and match requirements

The maximum funding award for this program is \$300,000 per project. There is no minimum grant award. Grant recipients are not required to provide matching dollars.

Eligible projects

All projects must support implementation of permit-required municipal stormwater programs and must demonstrate and sustain long-term benefits to multiple permittees across a region or statewide.

Ecology will distribute the available funds to the highest ranked proposals for projects of regional or statewide significance that address the activities listed below. In addition, Ecology welcomes and will rank any proposals consistent with the criteria listed in Funding Program Purposes.

The lead permittee for a project may include costs for administering the funding agreement and managing the project, including coordinating with other partners and participants in the region.

Project categories and examples

The following list of project categories was developed to assist applicants in developing project applications. The listed projects are examples of the type of projects that could be completed under this grant program.

Funding is not limited to these to these project examples.

Public Education and Outreach

Projects in this category may develop and implement a regional social marketing campaigns to engage a target audience and affect behavior change.

This may include:

- Regional programs that connect the actions of individual community members to stormwater and surface water quality using stewardship activities, outdoor education, or hands-on practices to an identified target audience(s).
- Campaigns to reduce one or more toxic chemicals (e.g. PCBs) that can be implemented by jurisdictions statewide.

Training Programs

- Develop a standardized curriculum for trainings required by Municipal NPDES permits.
- Develop and implement relevant social marketing training for eastern and western Washington designed to improve implementation of behavior change campaigns.
- Develop and implement Source Control for an existing development training program.
- Develop college-level curriculum that can be integrated into Ecology's LID (Low Impact Development) certification program.
- Develop a LID certificate program for home builders, or others in the professional fields, which builds on Ecology's LID training curriculum.
- Develop and implement a training program or webinar presenting success stories, approaches and lessons learned for applying the minimum technical requirements on linear projects (i.e., roadways, trails, sidewalks).

Technical Tools

- Research and analyze the performance of specific LID techniques through field and lab studies (e.g., monitor and compare pollutant removal of filter strips or swales) in Washington State and provide recommendations for updating design criteria.
- Collect and collate updated rainfall data from specific stations across the state for use in WWHM (Western Washington Hydrologic Model) or to update eastern Washington rainfall maps.
- Develop a stormwater inspection and maintenance checklist/standards/protocols for stormwater treatment and flow control Best Management Practices (BMPs)/facilities that are defined in the Stormwater Management Manuals for eastern and western Washington (WMMWW/SWMMEW).
- Develop a template for municipal operations and maintenance practices, policies, and procedures to reduce stormwater impacts and/or templates for municipal Stormwater Pollution Prevention Programs (SWPPP).
- Develop a stormwater inspection and maintenance checklist/standards/protocols for stormwater treatment and flow control Best Management Practices (BMPs)/facilities that are permitted/regulated by the Permittee.
- Produce geographically comprehensive, integrated maps of regional Municipal Separate Storm Sewer Systems (MS4) for use in regional stormwater planning activities. Build upon previous mapping efforts, providing for standardized data dictionaries and jurisdiction-specific Geographical Information System (GIS) data, to develop watershed-based or regionally significant municipal separate storm sewer system maps.

Data collection may include topographic, groundwater, geologic, MS4, land use, zoning, utilities, drainage patterns, physical features, precipitation and other data that will directly assist in stormwater planning efforts.

- Develop and analyze alternative strategies to promote and improve permit compliance (peer-to-peer evaluation/program reviews).
- Develop an open source geospatial application/database to track inspection and maintenance activities, or asset management to support SWMP decision-making.

Other

This category includes all projects that support implementation of the NPDES Municipal Stormwater General Permits statewide or across a region that meet eligibility criteria but do not fall within the categories listed above.

- Develop environmental justice and stormwater tools to assist stormwater managers implement SWMP (e.g. Public involvement, education and outreach).
- Stormwater coordination workshop, to show off best practices, build team capacity, and new relationships for effective permit implementation.
- Comprehensive review of how local governments set and modify stormwater utility rates to ensure sufficient funding for jurisdiction-wide stormwater services as well as land-owner incentive programs for utility rate reduction (e.g., public schools, on-site stormwater management). Provide recommendations for utility rate structures and incentive programs for Washington's municipalities.
- Develop a regional/statewide spills reporting (including telephone hotline, online portal, and mobile device application), tracking (related to source identification and other Illicit Discharge Detection and Elimination [IDDE] information) and referral (including appropriate referrals to state, federal and local agencies) system.

Ineligible projects and project elements

Ineligible project or project components include, but are not limited to:

- Costs incurred prior to July 1, 2021.
- Grant administration costs that exceed 15% of the total eligible cost.
- Indirect costs that exceed 30 percent of salaries and benefits.
- Capital construction projects.
- Projects that do not support Municipal NPDES permit implementation.
- Give-a-ways or incentives.
- Costs to prepare and submit grant applications.
- TAPE review process for proprietary treatment systems.
- Project activities that are funded by Stormwater Action Monitoring program.
- Project objectives and activities that have been funded by other Ecology funding sources, including this program.

[Additional information about general expense eligibility](https://apps.ecology.wa.gov/publications/SummaryPages/1701004.html) is published in the Administrative Requirements for Recipients of Ecology Grants and Loans (*Yellow Book*) which is available online at: <https://apps.ecology.wa.gov/publications/SummaryPages/1701004.html>.

Applicants should also review Appendix A of this document, *Ecology General Terms and Conditions*. These conditions apply to all projects that receive funding through this program.

How to apply

All applications must be submitted electronically via the EAGL system prior to 5:00 on July 30, 2021. The “Submit” button will disappear at 4:59 on July 30, 2021 and you will not be able to submit your application. Ecology will not accept late submittals or hard copies of application materials.

New EAGL users (including your authorized signatory) must register for a Secure Access Washington (SAW) account prior to beginning the application process. **New user account approval may take up to two weeks.**

Consultants may enter information in EAGL as a writer, but may not hold the role of Authorized Official or Authorized Signatory and may not submit an application on behalf of an applicant.

[To access EAGL](https://ecology.wa.gov/About-us/How-we-operate/Grants-loans), or to register for a SAW account, please visit our website <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans>.

Scoring and evaluation criteria

Ecology staff will evaluate projects based on responses provided in the application and materials uploaded into EAGL. Projects **must score a minimum of 600 points** to be eligible for funding. Projects will be evaluated and ranked on the following criteria:

Table 2 Scoring and evaluation criteria

Category	Evaluation Criteria	Maximum Possible Points
Project Purpose (275 points)	Supports implementation of permit-required municipal stormwater programs.	75
	Directly benefits multiple permittees’ stormwater management programs.	75
	Demonstrates regional or statewide significance or value (i.e., is transferable).	100
	Project will sustain long-term benefits and/or deliverables are durable.	25

Project Description and Scope of Work (300 points)	Clear project goals.	50
	Detailed description of project tasks.	50
	Applicant has identified all tasks necessary to complete project.	25
	Detailed description of measurable outcomes for applicants.	75
	Includes specific deliverables to Ecology (linked to tasks).	50
	Detailed schedule (including major dates and milestones).	50
Project Team and Project Management (175 points)	Clear team structure with appropriate roles and responsibilities for various partners. Includes appropriate estimates of time dedicated by team members to the project.	75
	Highly qualified staff, appropriate levels-of-effort and assignments, and multiple permittees are actively engaged in project delivery process.	75
	Past project performance on similar water quality projects is described and successes or lessons learned are documented.	25
Project Budget and Readiness to Proceed (250)	Budget is consistent with level of effort described in the scope of work, with a good rationale for how it was calculated.	150
	Readiness to proceed (e.g., ILAs developed, SEPA, contractors selected or RFP developed, approval from local governments, etc.)	100

Funding agreement negotiation and management

Funding agreement negotiation

Funding recipients will be notified via email. Ecology will assign a project management team to each funded project. This team will include a project manager, a financial manager, and may also include a technical advisor. The Ecology project team will work with the Recipient to negotiate and develop an Ecology funding agreement including a final scope of work and budget.

The funding agreement is the formal written contractual arrangement signed by authorized representatives of the Recipient and Ecology. The agreement, at a minimum, will include: an approved scope of work, total project costs, a budget, performance schedule and *Ecology General Terms and Conditions*.

Work done after July 1, 2021, but prior to completion of the negotiation and signature process, is performed at the Recipient's own risk and may not be eligible for reimbursement.

Progress reporting and requests for reimbursements

All grant payments are made on a reimbursement basis. **Recipients are required to enter a quarterly progress report in the EAGL system within 30 days of the close of each quarter.**

These reports may include a request for reimbursement and are commonly referred to as PRPRs (Progress Report/Payment Request). **PRPRs are required even if no expenses are incurred by the recipient that quarter.** If there is a delay in signing the funding agreement, the first quarterly report may include work from previous quarters

If a Recipient fails to submit two or more consecutive quarterly reports via the EAGL grant management system, Ecology may consider this non-performance. ECOLOGY may initiate actions to amend or terminate funding agreements that fail to provide quarterly reports, or fail to spend down funds in a timely manner.

This management strategy is necessary to prevent Ecology water quality dollars from remaining obligated to projects that will not request reimbursements for the full value of the grant award. This will ensure that Ecology water quality dollars provide the maximum water quality benefits over the Biennia.

Table 3 Progress report due dates

Quarter	EAGL Report Due No Later Than
January - March	April 30
April - June	July 30
July - September	October 30
October - December	January 30

For more information about submitting PRPRs, please visit the [Ecology Grants and Loan website](https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Grant-loan-guidance) at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Grant-loan-guidance>.

Project close-out

Recipients will be required to submit an EAGL close out form (RCOR) and a separate two-page summary report as part of the grant close out process. The template for the 2-page summary report is available on [Ecology's Grants and Loans General resources website](https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/General-resources) at:

<https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/General-resources>.

Funding agreements for the GROSS grant program will expire on or before April 30, 2023. All work on the project, including the 2-page summary, must be completed. Work performed after the grant expiration date will not be eligible for reimbursement. The final request for payment must be submitted within 30 days of the grant expiration date, May 30, 2023. After this thirty-day period, Ecology may close the funding agreement and de-obligate any remaining funds.

In extenuating circumstances, Ecology may extend a grant beyond the original negotiated expiration date. Funding agreement extensions:

- Require a formal amendment process and signatures from the recipient authorized signatory and Ecology,
- **Must be requested through EAGL a minimum of three months prior to the grant expiration date.**

No grants will be extended beyond June 30, 2023.

Appendix A. Ecology Funding Agreement General Terms and Conditions

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition."
(<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all sub grantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to

“covered technology.” This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology’s public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT’s project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
 - d) If any human remains are found while conducting work under this Agreement:
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner’s Office, and then the ECOLOGY Program.
 - e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

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

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

- a) When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:
 - a) RECIPIENT notifies the funding program of an appeal request.
 - b) Appeal request must be in writing and state the disputed issue(s).
 - c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
 - d) ECOLOGY reviews the RECIPIENT's appeal.
 - e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data.
RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:
 - Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
 - Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).

- Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

- a) Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:
 - a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
 - b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
 - c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
 - d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds

furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

- a) For Cause
 - ECOLOGY may terminate for cause this Agreement with a seven (7) calendar day prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. 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.
 - Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

- Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.
- Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

- ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar day prior written notification to the RECIPIENT, except as noted below. 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.
- Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.
- In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.
- If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
- RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

- ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

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

30. WAIVER

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



City Council

Approval of an Ordinance Authorizing Acceptance of a Donation of Seven Sculptures for the Installation “A Story Place” as a Gift of Art from Artist Nancy Thorne-Chambers

Agenda Date: 7/13/2021
Agenda Item Number: 4.L
File Number: 21-0615

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

Title

Approval of an Ordinance Authorizing Acceptance of a Donation of Seven Sculptures for the Installation “A Story Place” as a Gift of Art from Artist Nancy Thorne-Chambers

Recommended Action

Committee Recommendation:

The Olympia Arts Commission recommends the City Council accept the donation of the seven bronze sculptures: *Rabbit, Bear, Toad, Fox, Fawn and Skunk*, and a stack of *Storybooks*.

City Manager Recommendation:

Move to approve an Ordinance accepting the donation of the seven bronze sculptures *Rabbit, Bear, Toad, Fox, Fawn and Skunk*, and a stack of *Storybooks* as a gift of art from artist Nancy Thorne-Chambers.

Report

Issue:

Whether to approve an Ordinance Authorizing Acceptance of a Donation of Seven Sculptures for the Installation “A Story Place” as a Gift of Art from Artist Nancy Thorne-Chambers on second reading.

Staff Contact:

Stephanie Johnson, Program Manager, Olympia Parks, Arts and Recreation, 360.709.2678

Presenter(s):

Stephanie Johnson, Arts Program Manager, Olympia Parks, Arts and Recreation

Background and Analysis:

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

Olympia Parks, Arts and Recreation Department (OPARD) received a donation offer from artist Nancy Thorne-Chambers for the gift of art of seven bronze sculptures, *Rabbit, Bear, Toad, Fox, Fawn and Skunk*, and a stack of *storybooks*. These seven sculptures will join three already owned by the

City: *Girl Reading in a Story Place*, *Pig Listening in a Story Place*, and *Mole Listening in a Story Place* to create the installation, *A Story Place*.

The Olympia Arts Commission reviewed the proposed gift of art and unanimously recommended the gift and donation for approval by the City Council.

There is a condition attached to this donation: That the sculptures be sited in a location close to a children's play area. City staff and the artist have agreed on a location at LBA Park.

Neighborhood/Community Interests (if known):

The art pieces will be enjoyed by the public once installed at the LBA Park.

Options:

1. Approve on first reading and forward to second reading, the ordinance accepting the Nancy Thorne-Chambers donation of the bronze sculptures *Rabbit*, *Bear*, *Toad*, *Fox*, *Fawn* and *Skunk*, and a stack of *storybooks*.
2. Do not approve the ordinance and do not accept the gift of art donation.

Financial Impact:

Although the sculpture will be donated, there may be future costs associated with maintenance and the ownership of the sculpture, including legal liabilities. If the gift of art donation is approved by Council, the City of Olympia would receive the donation by agreement, transferring ownership to the City without terms, conditions or restrictions other than noted above in the final paragraph of the Background and Analysis.

Attachments:

Ordinance
Agreement

Ordinance No. _____

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON,
ACCEPTING A DONATION OF SEVEN BRONZE SCULPTURES "A STORY
PLACE" AS A GIFT OF ART BY ARTIST NANCY THORNE CHAMBERS
WITHOUT TERMS, CONDITIONS, OR RESTRICTIONS.**

WHEREAS, artist Nancy Thorne Chambers has offered to donate and convey to the City of Olympia seven limited-edition bronze sculptures (Fox, Fawn, Bear, Rabbit, Toad, Skunk, and a stack of storybooks) to create an art installation called "A Story Place"; and

WHEREAS, the Olympia Arts Commission reviewed the proposed gift of art and unanimously recommended the gift and donation of "A Story Place" for approval and acceptance by the Olympia City Council; and

WHEREAS, pursuant to RCW 35.21.100, every city and town by ordinance may accept any property donated if within its powers granted by law; and

WHEREAS, the Olympia City Council has considered the recommendation of the Olympia Arts Commission (OAC), in addition to the recommendation of the Olympia Parks Arts and Recreation Department (OPARD), to accept the donation of "A Story Place" from Nancy Thorne Chambers; and

WHEREAS, the Olympia City Council finds this gift and donation of the bronze sculptures that compose "A Story Place" is in the public interest and serves the public welfare;

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

Section 1. Acceptance of Donation. As recommended by the OAC and OPARD and under the terms and conditions contained in the Agreement attached hereto as Exhibit "A," the Olympia City Council, pursuant to RCW 35.21.100, hereby accepts the gift and donation from Nancy Thorne Chambers of "A Story Place" as described in the Agreement.

Section 2. Authorization. The City Manager is authorized to execute all documents necessary to effect the transfer of the gift and donation of "A Story Place" to the City of Olympia, and to make any modifications or to correct any scrivener's errors in said documents that are consistent with the acceptance of the gift and donation by Nancy Thorne Chambers to the City of Olympia.

Section 3. Terms, Conditions, and Restrictions. The gift and donation of "A Story Place" is without terms, conditions, or restrictions attached to it, and the City of Olympia may expend or use said gift and donation for any municipal purpose as stated in RCW

35.21.100, and may elect to display "A Story Place" in any location it chooses, or to not display "A Story Place."

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

CITY OF OLYMPIA ART PROGRAM
Gift of Artwork Agreement

THIS AGREEMENT, effective as of the last signature below, is between the **CITY OF OLYMPIA**, a municipal corporation with an address of 601 4th Ave E, Olympia, WA 98501 ("CITY") and **NANCY THORNE CHAMBERS**, an individual with an address of 1625 Delphi Rd. SW, Olympia, WA 98512, ("ARTIST").

WHEREAS, the ARTIST has designed a collection of bronze sculptures, called "A Story Place," which includes a girl reading a story (Girl) and number of woodland creatures, who may be positioned around Girl as if listening to Girl tell a story, along with sculptures of other items that can be used to complete the scene. The collection consists of 30 sculptures, including Girl, the various woodland creatures, and other items. ARTIST intends to cast up to 10 limited-edition sets of "A Story Place," each set consisting of Girl, and a combination of some number of the woodland creatures and other items, to make up an art installation depicting the scene of Girl reading to a group of the woodland creatures; and

WHEREAS, the CITY previously purchased from ARTIST three sculptures from the A Story Place Collection: Girl, Pig, and Mole; and

WHEREAS, the ARTIST proposed to donate to the CITY seven additional bronze sculptures from the A Story Place collection, Fox, Fawn, Bear, Rabbit, Toad, Skunk, and a stack of Storybooks to join three sculptures already owned by the City (Girl, Pig, and Mole) to create a unique installation of "A Story Place," a concept of which is attached as **Exhibit "A,"** ("the ARTWORK"); and

WHEREAS, ARTIST's donation proposal has been approved through the Olympia Arts Commission gift policy; and

WHEREAS, CITY wishes to accept the ARTIST'S donation, pursuant to the terms and conditions of this Agreement, for inclusion in the CITY's public art collection; and

WHEREAS, all parties understand and acknowledge that ARTIST may create up to nine additional sets of sculptures from the A Story Place collection, which ARTIST may sell or donate to other persons or entities.

NOW, THEREFORE, the CITY and the ARTIST, for sufficient, good, and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. ARTIST hereby donates to City, and City hereby accepts from ARTIST the ARTWORK, subject to the terms of this Agreement.
2. The ARTIST represents and warrants to the CITY that the ARTIST is free to enter into this Agreement and that the ARTWORK is a unique and original work (provided that ARTIST may create additional sets of A Story Place as provided herein) that is clear of any claims or encumbrances and does not infringe on the rights, including but not limited to the copyright of any third parties. The ARTIST shall defend, indemnify, and hold the CITY, its officers, directors, agents, and employees, harmless against all costs, expenses, and losses (including

reasonable attorney fees and costs) incurred through claims of third parties against the CITY based on a breach by the ARTIST of any representation and warranty made in this Agreement. The ARTIST agrees to fully cooperate with the CITY in the prosecution of any such suit.

3. ARTIST may create up to nine additional sets of sculptures from the A Story Place collection, which ARTIST may sell or donate to other persons or entities. ARTIST may graphically reproduce the ARTWORK, as arranged and displayed by the CITY, for the limited purposes of inclusion in the ARTIST's portfolio of works solely for the purposes of documenting the ARTIST's work in a factual manner. The CITY also agrees that the ARTIST has a limited, revocable license to reproduce the ARTWORK, as arranged and displayed by the CITY, for the ARTIST's own commercial purposes so long as such uses do not compete with the CITY's efforts or use of the ARTWORK. The ARTIST shall use the Artist's best effort to provide a credit to the CITY in any reproduction of the ARTWORK, as arranged and displayed by the CITY, with such credit reading "The subject of this photograph [or other graphic or electronic reproduction] is an installation of art owned by the City of Olympia, Washington."

4. The CITY agrees to use its best effort to provide proper credit including the ARTIST'S name, the title of the ARTWORK, and the date acquired by the CITY in any of the CITY's graphic reproductions.

5. The CITY has the right to display or not display the ARTWORK and to move or rearrange individual pieces of multiple piece ARTWORK, at its sole discretion.

6. Should the ARTWORK be intentionally or accidentally destroyed, altered, modified, or changed after to its transfer to the CITY, the CITY is only obligated to make reasonable efforts to restore the artwork to its original form.

7. This Agreement is binding upon the parties, their heirs, successors, assigns, and personal representatives. Its terms can be modified only by an instrument in writing signed by both parties. A waiver or a breach of any provisions of this Agreement may not be construed as a continuing waiver of other breaches of the same or other provisions. If any provision in this Agreement is found to be illegal, invalid, or unenforceable in any jurisdiction for any reason, then, to the full extent permitted by law all other provisions remain in full force and effect and must be liberally construed in order to carry out the intent of the parties. A party is not liable to the other should its performance or display of the ARTWORK be prevented, restricted, or interfered with by circumstances or events beyond its reasonable control ("Force Majeure Event").

8. Any notice or demand to be given under this Agreement must be in writing and is effective upon receipt if delivered in person or if sent by electronic mail, or one day after deposit prepaid with a national overnight express delivery service, or three days after deposit in the United States mail (registered or certified mail, postage prepaid, return receipt requested), if sent to the parties at the addresses noted above. Either party may change its address for receipt of notices by written notice to the other party.

9. This Agreement is governed by the laws of the State of Washington and the superior court for Thurston County, Washington is the exclusive jurisdiction and venue for any lawsuit arising out of or related to this Agreement. The parties shall negotiate in good faith to resolve expeditiously on a mutually acceptable negotiated basis between appropriate management

personnel for each party any dispute between them that may arise. The parties may, by mutual consent, retain a mediator to aid in their attempt to informally negotiate resolution of any dispute, although any opinion expressed by a mediator will be strictly advisory and will not be binding on the parties, nor will any opinion, statement or proposed resolution expressed by the mediator or the parties be admissible in any proceeding. Costs of the mediation will be borne equally by the parties, except that each party will be responsible for its own expenses. Should any dispute not be resolved pursuant to this paragraph of this Agreement, the parties hereby irrevocably submit themselves to the non-exclusive jurisdiction of the Thurston County Superior Court and the federal court sitting in Tacoma, Washington.

10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous oral or written communications, understanding, or agreements between the parties with respect to such subject matter are hereby superseded in their entirety. This Agreement may not be amended, supplemented, or modified except by a written agreement which identifies this Agreement and is signed by an authorized representative of each party.

11. This Agreement may be executed by the parties in any number of separate counterparts, each of which counterparts, when executed and delivered, must be deemed to be an original, and all of which taken together constitute a single instrument.

IN WITNESS thereof, the parties hereto executed this Agreement on the day and year first written above.

ARTIST

CITY OF OLYMPIA

Nancy Thorne Chambers
Nancy Thorne Chambers
1625 Delphi Rd. SW
Olympia, WA 98512
Telephone: 360 951 4463
Email: nancyleethorne@gmail.com

Date: 06/14/2021

Steven Jay Burney, City
Manager 601 – 4th Avenue E.
PO Box 1967
Olympia WA 98507-1967
Telephone: 360.753.8447

Date: _____

APPROVED AS TO FORM:

Michael M. Young
Deputy City Attorney

Exhibit A



At top is the artists's layout proposal. The seven donated sculptures will join three (Girl, Pig and Mole) that the City already owns. The image at right includes the majority of sculptures to be included in "A Story Place," missing only Fawn, Skunk and Mole.





City Council

Approval of an Ordinance Amending Olympia Municipal Code Section 12.16.090 Relating to Street Vacations

Agenda Date: 7/13/2021
Agenda Item Number: 4.M
File Number:21-0625

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

Title

Approval of an Ordinance Amending Olympia Municipal Code Section 12.16.090 Relating to Street Vacations

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on second reading the Ordinance Amending Olympia Municipal Code Section 12.16.090 Relating to Street Vacations.

Report

Issue:

Whether to amend Olympia Municipal Code Section 12.16.090 to provide for an alternative method of property valuation for petition of a street vacation if an appraisal is infeasible.

Staff Contact:

Michael Young, Deputy City Attorney, 360.753.8223

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

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

Olympia Municipal Code (OMC) Chapter 12.16 applies to petitions to vacate public rights-of-way within the City and is intended to assure that the vacating of City streets and alleys, or portions thereof, will not be detrimental to private properties or the general welfare of the City.

Currently, OMC Section 12.16.090 provides that any compensation due to the City for vacated rights-of-way must be based upon the appraised value of the affected property and requires an appraisal "acceptable to the City Attorney." There are times when the property at issue is so small or unique

that the petitioner of a street vacation cannot find an appraiser to do the appraisal work because there are no comparables available.

Staff recommends that OMC Section 12.16.090 be amended to state that another method of property valuation acceptable to the City Attorney may be used in instances where an appraisal is infeasible.

Neighborhood/Community Interests (if known):

The ordinance ensures that vacating of City streets and alleys, or portions thereof, will not be detrimental to private properties or the general welfare of the City.

Options:

1. Approve the Ordinance Relating to Street Vacations and Amending OMC Section 12.16.090 on second reading.
2. Direct staff to modify the Ordinance based on Council feedback.
3. Do not approve the ordinance. In this case, some otherwise appropriate vacations of unused right-of-way will not be able to be completed, where the petitioning property owner is unable to obtain an appraisal.

Financial Impact:

None is expected.

Attachments:

Ordinance

Ordinance No. _____

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO
STREET VACATIONS AND AMENDING OLYMPIA MUNICIPAL CODE SECTION
12.16.090**

WHEREAS, Olympia Municipal Code (OMC) Chapter 12.16 applies to petitions to vacate public rights-of-way within the City and is intended to assure that the vacating of City streets and alleys, or portions thereof, will not be detrimental to private properties or the general welfare of the City; and

WHEREAS, currently, OMC Section 12.16.090 provides that any compensation due to the City for vacated rights-of-way must be based upon the appraised value of the affected property and requires an appraisal "acceptable to the City Attorney;" and

WHEREAS, there are times when the property at issue is so small or unique that the petitioner of a street vacation cannot find an appraiser to do the appraisal work because there are no comparables available; and

WHEREAS, staff has recommended that OMC Section 12.16.090 be amended to provide that another method of property valuation acceptable to the City may be used in instances where an appraisal is infeasible;

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

Section 1. Amendment of OMC 12.16.090. Olympia Municipal Code Section 12.16.090 is hereby amended to read as follows:

**Chapter 12.16
STREET VACATIONS**

12.16.090 Appraisal

Compensation ~~shall must~~ be based upon the appraised value of the affected rights-of-way, or, where circumstances make obtaining an appraisal infeasible, based on another determination of fair market value. An appraisal of the affected rights-of-way shall be made by an appraiser acceptable to the ~~city attorney~~ City Attorney, or if the City Attorney determines that obtaining an appraisal is infeasible under the circumstances, the City Attorney may approve an alternative method for determining the fair market value of the affected rights-of-way. The cost of the appraisal ~~shall be or other determination of fair market value is~~ the responsibility of the petitioner(s).

Section 2. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of an Ordinance Amending Ordinance No. 4638, Which Vacated of a Portion of an Alley Between State Avenue and 4th Avenue

Agenda Date: 7/13/2021
Agenda Item Number: 4.N
File Number:21-0687

Type: decision **Version:** 1 **Status:** 1st Reading-Consent

Title

Approval of an Ordinance Amending Ordinance No. 4638, Which Vacated of a Portion of an Alley Between State Avenue and 4th Avenue

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve an Ordinance amending Ordinance No.4638, which vacated a portion of an alley but retained an easement for potential future use on first reading and forward to second reading.

Report

Issue:

Whether to amend Ordinance No. 4638 (adopted in 1985) to rescind easements that had been retained for possible future use for public or private utilities and emergency access. Ordinance No. 4638 vacated the northern portion of an alley connecting State Avenue and 4th Avenue, between Capitol Way and Water Street. Staff have determined there are no utilities nor access needs for this easement.

Staff Contact:

Leonard Bauer, Director, Community Planning and Development, 360.753.8206

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

In 1985, the Olympia City Council adopted Ordinance No. 4638, which vacated the northern portion of an alley connecting State Avenue and 4th Avenue, between Capitol Way and Water Street. The Ordinance retained easements within the vacated alley for possible future use by the City, by including the following conditions:

- a. Easements for public and private utilities be retained across the entire length and width of the*

alley.

- b. Access to and through the alley for emergency services be made possible by the use of gates at the North and South ends of the pedestrian mall.*

As part of review of a development proposal for the property, City planning, engineering and survey staff have reviewed the easements and determined there have not been public or private utilities constructed, nor is there a need for utilities at this location. There is also no need for emergency access because a pedestrian mall was not constructed.

Based on its review, staff recommends Ordinance No. 4638 be amended to remove the language retaining the easements, because the anticipated uses for the easements have not occurred and they are no longer needed.

Neighborhood/Community Interests (if known):

No interest is known or has been expressed.

Options:

1. Approve the Ordinance amending Ordinance No.4638 on first reading and forward to second reading.
2. Do not approve the Ordinance amending Ordinance No.4638.
3. Make specific revisions to the Ordinance amending Ordinance No.4638.

Financial Impact:

The easement rights that were retained by Ordinance No. 4638 may have a nominal value, for which obtaining an appraisal would not be practicable.

Attachments:

Ordinance

Ordinance No. 4638

Ordinance No. _____

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING
ORDINANCE NO. 4638, WHICH VACATED AN ALLEY WITHIN THE CITY OF
OLYMPIA**

WHEREAS, on October 8, 1985, the Olympia City Council adopted Ordinance No. 4638, which vacated with certain conditions the following described right-of-way situate in the City of Olympia, Thurston County, State of Washington, to wit:

The 120' by 10' wide of alley running North and South between State Street on the North and the connecting alley running East and West in mid-block between Water Street and Columbia Street on the South, Sylvester Addition, Block 73, City of Olympia.

(hereafter referred to as "the Property"); and

WHEREAS, October 11, 1985, Ordinance No. 4638 was recorded under Auditor's File No. 8510110041, Volume 1367, Page 11, Records of Thurston County; and

WHEREAS, under Ordinance No. 4638, the City retained easements and access rights for the City to the Property; and

WHEREAS, City staff has determined there are no public utilities in the vacated right-of-way or a need for access thereto; and

WHEREAS, after a thorough review, City staff has determined there is no longer a need for the rights retained by the City for easements or access to the alley vacated by Ordinance No. 4638;

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

Section 1. Amendment of Ordinance No. 4638. Ordinance No. 4638 is hereby amended to read as follows:

Section 1. That the hereinabove described property situated in the City of Olympia, Thurston County, State of Washington, be and the same is hereby vacated for use as a public thoroughfare, ~~with the following conditions:~~

~~A. Easements for public and private utilities be retained across the entire length and width of the alley.~~

~~B. Access to and through the alley for emergency services be made possible by the use of gates at the North and South ends of the pedestrian mall.~~

Section 2. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

THURSTON COUNTY
OLYMPIA, WASH.

OCT 11 1 10 PM '85

REQUESTED BY
SAM S. REID AUDITOR

DEPUTY

ORDINANCE NO. 4638

AN ORDINANCE vacating an alley 120' by 10' wide running North and South between State Street on the North and the connecting alley running East and West in mid-block between Water and Columbia Street on the South, within the City of Olympia, Thurston County, Washington.

WHEREAS, the owners of a sufficient percentage of the property abutting thereon have petitioned for the vacation of the following described right-of-way situate in Olympia, Thurston County, State of Washington, to wit:

The 120' by 10' wide of alley running North and South between State Street on the North and the connecting alley running East and West in mid-block between Water Street and Columbia Street on the South, Sylvester Addition, Block 73, City of Olympia.

and,

WHEREAS, the City Council of the City of Olympia has acted favorably upon said petition, and

WHEREAS, a public hearing was held by the City Council of the City of Olympia on said petition on September 17, 1985, at 7:30 P.M.,

NOW, THEREFORE, THE CITY COUNCIL ORDAINS AS
FOLLOWS:

Section 1. That the hereinabove described property situated in the City of Olympia, Thurston County, State of Washington, be and the same is hereby vacated for use as a public thoroughfare with the following conditions:

- A. Easements for public and private utilities be retained across the entire length and width of the alley.

Page 1

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

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1367 0011

B. Access to and through the alley for emergency services be made possible by the use of gates at the North and South ends of the pedestrian mall.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

PASSED: October 8, 1985

APPROVED: October 8, 1985

PUBLISHED: October 15, 1985



City Council

Approval of an Ordinance Authorizing an Agreement to Accept Donation of “Telephone of the Wind” as a Gift of Art from Artist Corey Dembeck

Agenda Date: 7/13/2021
Agenda Item Number: 4.O
File Number: 21-0680

Type: recommendation **Version:** 1 **Status:** 1st Reading-Consent

Title

Approval of an Ordinance Authorizing an Agreement to Accept Donation of “Telephone of the Wind” as a Gift of Art from Artist Corey Dembeck

Recommended Action

Committee Recommendation:

The Olympia Arts Commission recommends the City Council accept the donation of *Telephone of the Wind*, to be installed at Priest Point Park.

City Manager Recommendation:

Move to approve an Ordinance authorizing an agreement to accept donation of “Telephone of the Wind” as a Gift of Art from Artist Corey Dembeck on first reading and forward to second reading.

Report

Issue:

Whether to approve an Ordinance authorizing an agreement to accept donation of “Telephone of the Wind” as a Gift of Art from Artist Corey Dembeck on first reading and forward to second reading.

Staff Contact:

Stephanie Johnson, Program Manager, Olympia Parks, Arts and Recreation, 360.709.2678

Presenter(s):

Consent calendar item only.

Background and Analysis:

Olympia Parks, Arts and Recreation Department (OPARD) received a donation offer from artist Corey Dembeck for the gift of art of *Telephone of the Wind*.

Inspired by a project in Japan, whereby those in grief could use a rotary telephone sited on an ocean bluff to communicate with people they lost (specifically following the 2011 tsunami), Olympia resident Corey Dembeck’s proposal creates a similar experience in a forest.

In response to the sudden tragic death of a friend's four-year-old daughter, Mr. Dembeck created a telephone station affixed to a large cedar tree in the southeast section of the park, dedicated to Joelle Sylvester.

While the Parks Department recognizes that the Telephone of the Wind has struck a positive chord in the community, nonetheless, the installation was not approved in advance. Specifically, the plywood board holding the telephone is screwed to the cedar tree, which is not considered best practice. Parks staff and the Arts Commission have provided feedback to Mr. Dembeck on his evolving proposal and are fully supportive of the design.

If approved, Parks Maintenance would install the panel roughly 24^{1/2} inches across and 23 inches tall, mounted on a 6-foot-tall natural tree limb about 4^{1/2} inches in diameter. The panel will hold the telephone and a plaque, provided by the City, with the text:

This phone is for everyone who has lost a loved one.

The phone is an outlet for those who have messages they wish to share with their friends and family.

It is a phone for memories and saying the goodbyes you never got to say.

Dedicated to the memory of Joelle Rose Sylvester. Gift of Corey Dembeck.

City of Olympia Art in Public Places Program, 2021

The Olympia Arts Commission reviewed the proposed gift of art and recommends the gift and donation for approval by the City Council.

Neighborhood/Community Interests (if known):

This installation has received local and national attention.

Options:

1. Approve on first reading and forward to second reading, the ordinance accepting the Corey Dembeck donation of *Telephone of the Wind*.
2. Do not approve the ordinance and do not accept the gift of art donation.
3. Consider the ordinance at another time.

Financial Impact:

Although the sculpture will be donated, there may be future costs associated with maintenance and the ownership of the sculpture, including legal liabilities.

If the gift of art donation is approved by Council, the City of Olympia would receive the donation by agreement, transferring ownership to the City without terms, conditions or restrictions other than noted above in the final paragraph of the Background and Analysis.

Attachments:

Ordinance

Agreement

Article in Seattle Refined

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, ACCEPTING A DONATION OF "TELEPHONE OF THE WIND" AS A GIFT OF ART BY COREY DEMBECK WITHOUT TERMS, CONDITIONS OR RESTRICTIONS.

WHEREAS, Corey Dembeck has offered to donate and convey to the City of Olympia an art installation called "Telephone of the Wind," which consists of a telephone affixed to a board roughly 24 1/2 inches across and 23 inches tall, mounted on a 6 foot tall natural tree limb about 4 1/2 inches in diameter; and

WHEREAS, the Olympia Arts Commission reviewed the proposed gift of art and unanimously recommended the gift and donation of "Telephone of the Wind" for approval and acceptance by the Olympia City Council; and

WHEREAS, pursuant to RCW 35.21.100, every city and town by ordinance may accept any property donated if within its powers granted by law; and

WHEREAS, the Olympia City Council has considered the recommendation of the Olympia Arts Commission (OAC), in addition to the recommendation of the Olympia Parks Arts and Recreation Department (OPARD), to accept the donation of "Telephone of the Wind" from Corey Dembeck; and

WHEREAS, the Olympia City Council finds this gift and donation of "Telephone of the Wind" is in the public interest and serves the public welfare;

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

Section 1. Acceptance of Donation. As recommended by the OAC and OPARD and under the terms and conditions contained in the Agreement attached hereto as Exhibit "A," the Olympia City Council, pursuant to RCW 35.21.100, hereby accepts the gift and donation from Corey Dembeck of "Telephone of the Wind" as herein described.

Section 2. Authorization. The City Manager is authorized to execute all documents necessary to effect the transfer of the gift and donation of "Telephone of the Wind" to the City of Olympia, and to make any modifications or to correct any scrivener's errors in said documents that are consistent with the acceptance of the gift and donation by Corey Dembeck to the City of Olympia.

Section 3. Terms, Conditions and Restrictions. The gift and donation of “Telephone of the Wind” is without terms, conditions, or restrictions attached to it, and the City of Olympia may expend or use said gift and donation for any municipal purpose as stated in RCW 35.21.100.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

CITY OF OLYMPIA ART PROGRAM
Gift of Artwork Agreement

THIS AGREEMENT, effective as of the last signature below, is between the **CITY OF OLYMPIA**, a municipal corporation with an address of 601 4th Ave E, Olympia, WA 98501 ("CITY") and **COREY DEMBECK**, an individual with an address of 3116 Lorne St SE, Olympia, WA 98501, ("ARTIST").

WHEREAS, the ARTIST has been moved by the topic of grief to create an installation called "Telephone of the Wind," which includes a telephone affixed to a board are roughly 24 1/2 inches across and 23 inches tall, mounted on a 6 foot tall natural tree limb about 4 1/2 inches in diameter to create "Telephone of the Wind," a photograph of which is attached as **Exhibit "A,"** ("the ARTWORK"); and

WHEREAS, the ARTIST's gift proposal has been approved through the Olympia Arts Commission gift policy; and

WHEREAS, the CITY wishes to accept the ARTIST'S donation, pursuant to the terms and conditions of this Agreement, for inclusion in the CITY's public art collection; and

WHEREAS, all parties understand and acknowledge that ARTIST intends to continue to create similar sculptures on the theme of the telephone and grief, which ARTIST may provide to other persons or entities.

NOW, THEREFORE, the CITY and the ARTIST, for sufficient, good, and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. ARTIST hereby donates to City, and City hereby accepts from ARTIST the ARTWORK, subject to the terms of this Agreement.
2. The ARTIST represents and warrants to the CITY that the ARTIST is free to enter into this Agreement and that the ARTWORK is a unique and original work that is clear of any claims or encumbrances and does not infringe on the rights, including but not limited to the copyright, of any third parties. The ARTIST shall defend, indemnify, and hold the CITY, its officers, directors, agents, and employees, harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against the CITY based on a breach by the ARTIST of any representation and warranty made in this Agreement. The ARTIST agrees to fully cooperate with the CITY in the prosecution of any such suit.
3. ARTIST may graphically reproduce the ARTWORK for the limited purposes of inclusion in the ARTIST's portfolio of works solely for the purposes of documenting the ARTIST's work in a factual manner. The CITY also agrees that the ARTIST has a limited, revocable license to graphically reproduce the ARTWORK for the ARTIST's own commercial purposes so long as such uses do not compete with the CITY's efforts or use of the ARTWORK. The ARTIST shall use the Artist's best effort to provide a credit to the CITY in any graphical reproduction of the ARTWORK with such credit reading "The subject of this photograph [or other graphic or electronic reproduction] is an installation of art owned by the City of Olympia, Washington."

4. The CITY agrees to use its best effort to provide proper credit to Artist including the ARTIST'S name, the title of the ARTWORK, and the date acquired by the CITY in any of the CITY's graphic reproductions of the ARTWORK.
5. The CITY has the right to display or not display the ARTWORK and to move or rearrange individual pieces of multiple piece ARTWORK, at its sole discretion.
6. Should the ARTWORK be intentionally or accidentally destroyed, altered, modified, or changed after to its transfer to the CITY, the CITY is only obligated to make reasonable efforts to restore the artwork to its original form.
7. This Agreement is binding upon the parties, their heirs, successors, assigns, and personal representatives. Its terms can be modified only by an instrument in writing signed by both parties. A waiver or a breach of any provisions of this Agreement may not be construed as a continuing waiver of other breaches of the same or other provisions. If any provision in this Agreement is found to be illegal, invalid, or unenforceable in any jurisdiction for any reason, then, to the full extent permitted by law all other provisions remain in full force and effect and must be liberally construed in order to carry out the intent of the parties. A party is not liable to the other should its performance or display of the ARTWORK be prevented, restricted, or interfered with by circumstances or events beyond its reasonable control ("Force Majeure Event").
8. Any notice or demand to be given under this Agreement must be in writing and is effective upon receipt if delivered in person or if sent by electronic mail, or one day after deposit prepaid with a national overnight express delivery service, or three days after deposit in the United States mail (registered or certified mail, postage prepaid, return receipt requested), if sent to the parties at the addresses noted above. Either party may change its address for receipt of notices by written notice to the other party.
9. This Agreement is governed by the laws of the State of Washington and the Superior Court for Thurston County, Washington is the exclusive jurisdiction and venue for any lawsuit arising out of or related to this Agreement. The parties shall negotiate in good faith to resolve expeditiously on a mutually acceptable negotiated basis between appropriate management personnel for each party any dispute between them that may arise. The parties may, by mutual consent, retain a mediator to aid in their attempt to informally negotiate resolution of any dispute, although any opinion expressed by a mediator will be strictly advisory and will not be binding on the parties, nor will any opinion, statement or proposed resolution expressed by the mediator or the parties be admissible in any proceeding. Costs of the mediation will be borne equally by the parties, except that each party will be responsible for its own expenses. Should any dispute not be resolved pursuant to this paragraph of this Agreement, the parties hereby irrevocably submit themselves to the non-exclusive jurisdiction of the Thurston County Superior Court.
10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous oral or written communications, understanding, or agreements between the parties with respect to such subject matter are hereby superseded in their entirety. This Agreement may not be amended, supplemented, or modified


except by a written agreement which identifies this Agreement and is signed by an authorized representative of each party.

11. This Agreement may be executed by the parties in any number of separate counterparts, each of which counterparts, when executed and delivered, must be deemed to be an original, and all of which taken together constitute a single instrument.

IN WITNESS thereof, the parties hereto executed this Agreement on the day and year first written above.

ARTIST

CITY OF OLYMPIA




Corey Dembeck
3116 Lorne St SE
Olympia, WA 98501
Email: coreydembeck@gmail.com

Date: 07/01/2021

Jay Burney, City Manager
601 – 4th Avenue E
PO Box 1967
Olympia WA 98507-1967
Telephone: 360.753.8447

Date: _____

APPROVED AS TO FORM:



Deputy City Attorney

Exhibit A

Gift of Art Proposal – Telephone of the Wind

Telephone of the Wind was placed in Priest Point Park in November 2020, to commemorate the life of Joelle Sylvester, and provide an opportunity for grief. Inspired by a project in Japan, a rotary phone, situated in a forest, helps people communicate with those they have lost. The current installation is very temporary and with the support of the Parks Department, this proposal is for a more long-lived presentation.

The donor, Corey Dembeck, does not consider themselves an artist, and has no art resume or other existing sculptures. This is their first installation.



L: The current *Telephone of the Wind* is composed of plywood, with a rotary phone, affixed directly to a tree.
R: The dimensions of the revised board are roughly 24 1/2 inches across and 23 inches tall, mounted on a 6 foot tall natural tree limb about 4 1/2 inches in diameter. The sign is 3 inches lower than the top of the post.



The donor will fabricate the free-standing structure, which will be installed by the Parks Maintenance Department in the approximate location to where it is currently located. The structure is fairly straightforward - cedar is common material for outdoor structures and can be maintained by the City annually. The rotary telephone is the specialized feature, and the donor has several in waiting in the case of damage or disappearance and will agree to provide them as needed to the City.

Materials provided by the donor are estimated at less than \$2,000. As this is the first sculpture by the donor, there is no art market history for valuation of the work.

Materials provided by the City to install the sculpture and provide a plaque are estimated at less than \$500.

(Image: Matt Wakefield) ...

An old phone placed in an Olympia park is a tool for grieving, hope

...

by MATT WAKEFIELD & JOHN PRENTICE

VIEW GALLERY ([HTTP://SEATTLEREFINED.COM/LIFESTYLE/GALLERY/THE-TELEPHONE-OF-THE-WIND-OLYMPIA-GRIEF-HOPE](http://seattlerefined.com/lifestyle/gallery/the-telephone-of-the-wind-olympia-grief-hope))



The concept could not be simpler or more profound: Place a disconnected telephone in the woods, available to anyone who needs to talk to someone who cannot hear them. It could be final words never spoken to a lost loved one, parting words to an ex, a secret that refuses to be contained, or a simple shout of frustration that would otherwise be held in. That concept became a reality in November along a little-used trail at Priest Point Park in Olympia. (<https://www.wta.org/go-hiking/hikes/priest-point-park>)

In a back corner of the wooded park, a rotary telephone and sign are attached to a humble slab of plywood, which itself is affixed to the back of a towering western red cedar. Callers have privacy in the solitude of the woods, and the trunk of the tree shields them from the main trail.

sd-embed=" ">

Lori Provoe used the Telephone of the Wind to talk to her son Tyler, who died suddenly this March at only 27 years old.

"He was here on Friday and gone on Saturday," she said. "After leaving the hospital, I was in a fog. In retrospect, there were so many things I wish I'd said to him, but I didn't. When I talked on the phone, I didn't have anything formulated in mind to say. I knew what I was going to say would flow, and it did."

That is precisely how the Telephone of the Wind was intended to be used.

<="" sd-embed="">

Corey Dembeck, a local travel journalist, created the Telephone of the Wind and placed it in the park in November. The idea came from a podcast he heard about a disconnected rotary telephone installed almost a decade ago in Otsuchi, Japan. That Telephone of the Wind was placed on a hilltop near the Pacific Ocean in 2011, shortly after a massive earthquake struck, and the ensuing tsunami washed tens of thousands of people out to sea, presumed dead. As residents grieved for those they had lost, mourners would line up by the hundreds to speak into the phone to their missing loved ones. They spoke to them about both meaningful and mundane matters: Life ambitions; updates on the schoolwork of sons and daughters, grandsons and granddaughters; news of engagements and weddings.

This November, Dembeck had recently lost his grandfather and both his parents over a short period of time. Then he learned of the sudden, tragic death of a friend's four-year-old daughter, Joelle Sylvester, to whom the Telephone of the Wind is dedicated. That spurred him to action.

"Our families are close. Not long before Joelle passed away, she had just been playing and singing with my daughter," he said. "She died in the early morning. We found out at eight or nine that morning, and I had the phone up by noon. It
a really hard day."

<="" sd-embed="">

He describes the phone's first use, which was his own call.

"I called my mom, who passed away recently," he said. "It's a little awkward at first, but I walked away, feeling better. It's almost therapeutic. I picked up the phone and dialed some random numbers. At first, you feel kind of stupid, but then you start talking and the emotions just kind of come out in a way that you didn't really expect. I didn't know what to say. I didn't have anything prepared, so I said, 'Hi,' and gave her some recent updates on my life."

Provoe said using the phone to talk to her son had an immediate effect.

<="" sd-embed="">

"From that one instance of using the phone, I felt relief. I felt joy, talking to Tyler in a formal way. It was like I had just opened the floodgates to the acceptance stage. I can move on. It was symbolic of reaching out and touching someone. I know that's from an old phone commercial, but I think this gives it a whole new meaning."

At the end of a year when it seems that everyone has lost something – whether a person, a career opportunity, a business, or just a sense of normalcy – the Telephone of the Wind offers the chance to share that experience of loss out loud, without judgment. While born out of the need to say things to people who had died, Dembeck said the Telephone of the Wind is bigger than that.

"It gives you the privacy to say those things you need to say," he said. "You think about things, but if you can't talk about it to someone else, you'll never say them out loud. It helps get out a lot of that unresolved stress."

sd-embed="">

Having been installed in the park without permission, the future of the phone is up in the air, but Dembeck is optimistic.

"Looking back, I probably should have told the park staff about it, but it's been here for a couple of months now, so I think they probably know about it. If it stays up a little longer and people are getting use out of it, I'd like to make it sturdier so it can be around for a while longer."

If it remains in place, Provoe said she will be back to talk to her son Tyler again.

"Was the telephone a working telephone?" she said. "No. Did I shed a few tears? Yes. Was it healing? Absolutely, yes. Will I be back again? You betcha."

<="" sd-embed="">

If you go:

- The GPS coordinates for the phone's location are [47°04'03.1"N 122°53'30.1"W](https://www.google.com/maps/place/47%C2%B04'03.1%22N+122%C2%B04'03.1%22W) (<https://www.google.com/maps/place/47%C2%B04'03.1%22N+122%C2%B04'03.1%22W>)
- It's an easy walk from most parking lots in the park, but the closest is the Samarkand Rose Garden parking lot. It's only a few minutes' walk from there.
- Please be respectful of the plant life at the park. The telephone is located on a small trail, and no off-trail hiking is necessary to reach it.
- When using the phone, please be respectful to others by keeping your call brief if others are waiting. When waiting to use it, please be respectful to the one making a call by giving them distance and privacy.
- Please be respectful of the telephone itself. It's sturdy but not indestructible.
- Bring your own hand sanitizer or sanitizing wipes to use on your hands and the telephone, and pack them out with you when you leave.

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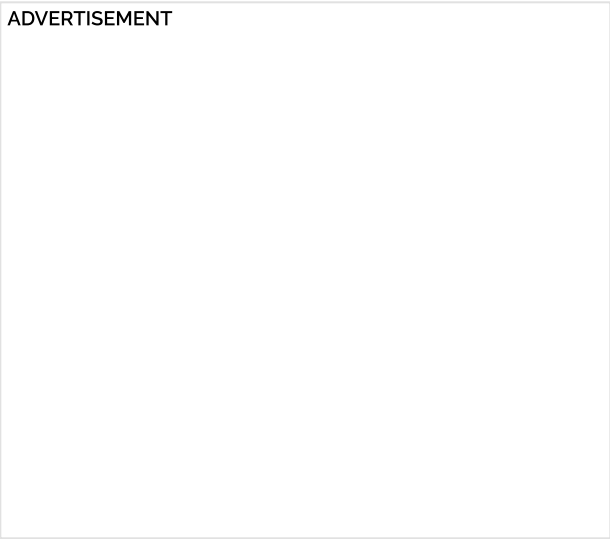


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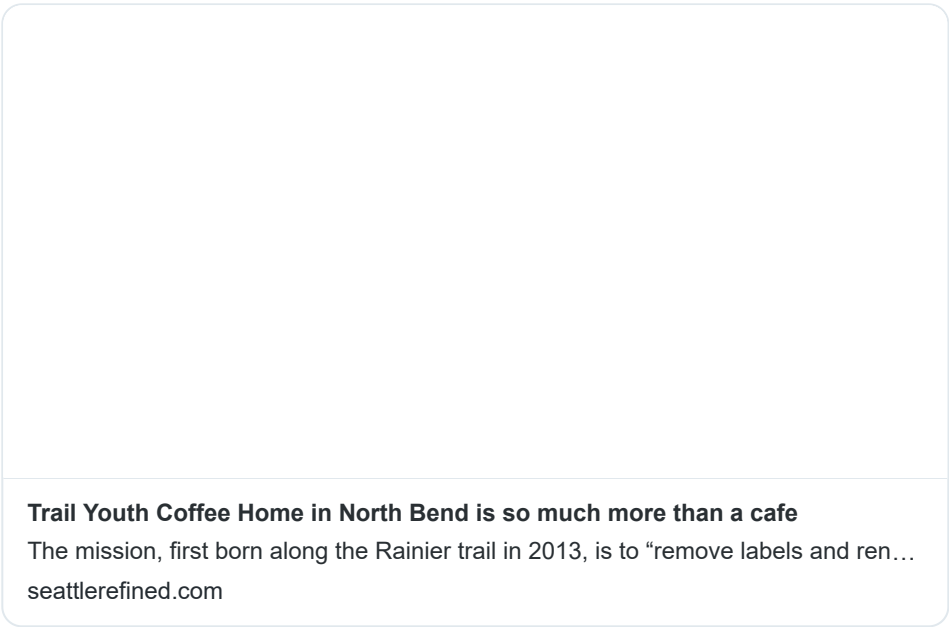


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Trail Youth Coffee Home in North Bend is so much more than a cafe
The mission, first born along the Rainier trail in 2013, is to “remove labels and ren...
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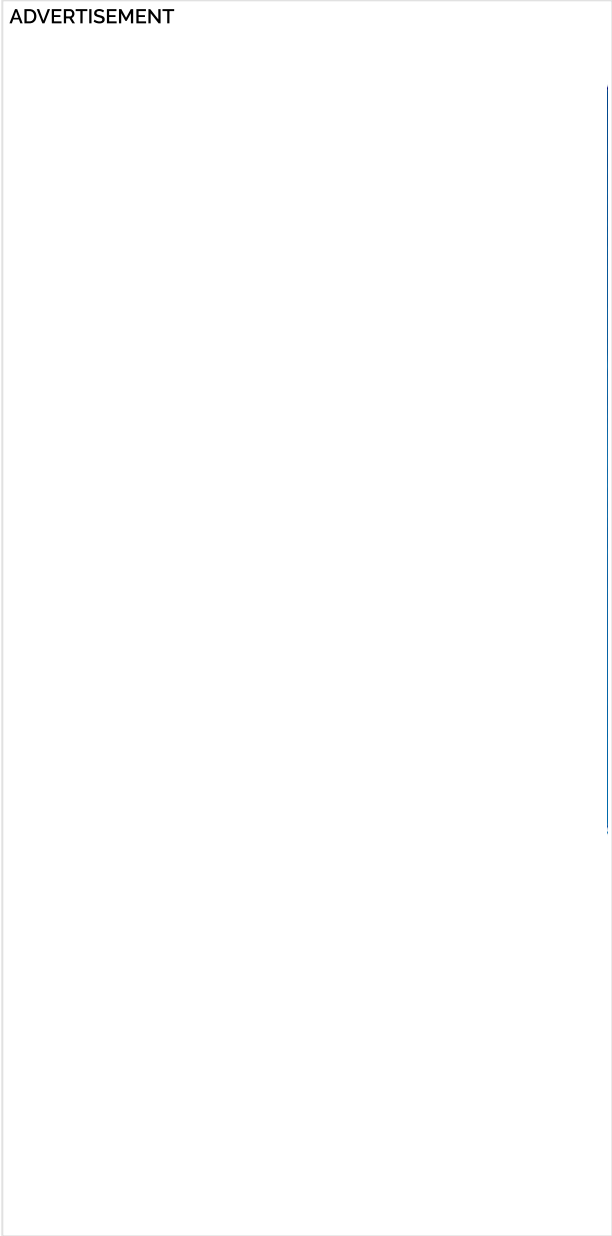
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City Council

Approval of an Ordinance Amending Ordinance 7281 (Second Quarter Budget Amendment)

Agenda Date: 7/13/2021
Agenda Item Number: 4.P
File Number: 21-0694

Type: ordinance **Version:** 1 **Status:** 1st Reading-Consent

Title

Approval of an Ordinance Amending Ordinance 7281 (Second Quarter Budget Amendment)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the proposed Ordinance that amends Ordinance 7281 (Second Quarter Budget Amendment) on first reading and forward to second reading.

Report

Issue:

Whether to amend Ordinance 7281 on first reading and forward to second reading.

Staff Contact:

Debbie Sullivan, Assistant City Manager, Strategic Initiatives, 360.753.8499

Joan Lutz, Budget/Financial Analyst, Finance Department, 360.753.8760

Presenter(s):

None - Consent Calendar item

Background and Analysis:

The City Council may revise the City's Operating Budget by approving an Ordinance. Generally, budget amendments are presented quarterly to the City Council for review and approval but may be made at any time during the year. The amended Ordinances appropriate funds and provide authorization to expend the funds.

The Ordinance includes recommended amendments to the 2021 Operating Funds, Specials Funds, and Capital Funds for use of 2020 end of year fund balance and Department requests for budget amendments for the Second Quarter in 2021.

- 1) Appropriation of \$3,780,938 of 2020 available end of year fund balance per Council meeting

presentation on May 4, 2021. The remaining \$202,840 will remain unallocated in fund balance.

- 2) Department requests for budget amendments for the second quarter in 2021 represent new budget adjustments and associated transfers departments requested for 2021. These appropriations total \$ \$2,486,316.

Department requests for budget amendments for the second quarter in 2021 are summarized below.

City Manager's Office

- \$147,691 in appropriations for three new FTE's and funding for five months' salary and benefits as well as start-up costs in 2021. The three FTE's requested are: Deputy PIO, Social Media/Content Strategist and Graphic Designer as outlined in the Communications Strategic Recommendations. Funding is from recognition of unanticipated revenue.
- \$150,000 for on-call contract services for crisis communications, photography, videography, graphic design and professional writers to support the Communications Strategic recommendations.

Community Planning & Development

- \$7,000 increase in PBIA fund balance for correcting entries in 2018 and 2017. The 2017 PBIA supporting contribution for the Downtown Ambassadors to the General Fund was short \$3,000. In 2018, the funding of the flower baskets was changed from flat rate General Fund contribution to actual expenditures paid directly from the PBIA fund. However, the \$10,000 annual flat rate transfer still occurred. Funding is from the General Fund fund balance.

Municipal Court

- \$400,000 in appropriations for expenditures to Community Court to be utilized for salary, benefits, travel/training, operating costs, and social service provider contracts. Funding is a 2-year BIA Federal Grant.

Fire Department

- \$11,363 in appropriations for expenditures to Fire Department Fleet Services repair supplies. Funding is insurance proceeds.

Parks, Arts & Recreation

- \$4,500 in appropriations for expenditures for the key card installation at The Olympia Center.

Funding from shared costs.

Public Works Operating Funds

- Drinking Water CIP- \$471,670 increase in fund balance. Project budget remains unchanged however, added an additional funding option. Funding is from additional funds available through Drinking Water State Revolving Fund (DWSRF) loan.
- Stormwater CIP - \$13,000 in appropriations for additional implementation needs of CityWorks software. Funding is from Stormwater CIP fund balance.
- Sewer CIP - \$12,000 in appropriations for additional implementation needs of CityWorks software. Funding is from Sewer CIP fund balance.
- Transportation - \$175,000 in appropriations for professional services contract for a pavement management system. This will be a transfer from Capital Projects to the General Fund. Funding is from Capital Projects fund balance.
- Transportation - \$775 in appropriations for supplies due to unanticipated revenue from recycling aluminum streetlights and signal poles. Funding is from recognition of unanticipated revenue.

Neighborhood/Community Interests (if known):

The Community has an interest in the City's budget and how funds are managed.

Options:

1. Approve ordinance amending ordinance 7281. This provides staff with budget capacity to proceed with initiatives approved by Council.
2. Do not approve the amending ordinance; staff will not have authorization to expend the funds.
3. Recommend changes to the ordinance and send it back to staff for revision.

Financial Impact:

Operating Funds - total increase in appropriations of \$5,664,254; Special Funds - total increase in appropriations of \$203,000; and Capital Funds - total increase in appropriations of \$400,000. Funding sources are noted above.

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE RELATING TO THE ADOPTION OF THE CITY OF OLYMPIA, WASHINGTON, 2021 OPERATING, SPECIAL, AND CAPITAL BUDGETS AND 2021-2026 CAPITAL FACILITIES PLAN; SETTING FORTH THE ESTIMATED REVENUES AND APPROPRIATIONS AND AMENDING ORDINANCE NO. 7281.

WHEREAS, the Olympia City Council adopted the 2021 Operating, Special Funds and Capital Budgets and 2021-2026 Capital Facilities Plan (CFP) by passing Ordinance No. 7268 on December 18, 2020; and

WHEREAS, the Olympia City Council Amended Ordinance No. 7268 by passage of Ordinance 7281 on June 8, 2021; and

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

WHEREAS, the CFP meets the requirements of the Washington State Growth Management Act, including RCW 36.70A.070(3); and

WHEREAS, the following changes need to be made to Ordinance No. 7281;

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

Section 1. That certain document entitled the "Capital Facilities Plan," covering the years 2021 through 2026, a copy of which will be on file with the Office of the Director of Administrative Services and available on the City's web site, is hereby adopted as the Capital Facilities Plan (CFP) for the City of Olympia and is incorporated herein as though fully set forth.

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

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

Section 4. The Director of Administrative Services is hereby authorized to bring forward into fiscal year 2020 all appropriations and allocations not otherwise closed, completed, or deleted from prior fiscal years' capital budgets.

Section 5. The 2021 Estimated Revenues and Appropriations for each Fund are as follows:

Operating Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
General, Regular Operations	\$2,560,184 <u>\$6,226,273</u>	\$87,887,732 <u>\$89,148,561</u>	\$90,447,916 <u>\$95,374,834</u>	0
General, Special Sub-Funds				
Special Accounts	0	4,190,630 <u>4,243,630</u>	2,072,964 <u>2,125,964</u>	2,117,666
Development Fee Revenue	113,018	4,150,296	4,263,314	0
Parking	298,370	1,474,840	1,773,210	0
Post Employment Benefits	-	1,020,000	1,020,000	0
Washington Center Endowment	-	5,000	5,000	0
Washington Center Operating	0	378,365	378,365	0
Municipal Arts	148,642	71,554	220,196	0
Equipment & Facilities Reserve	1,102,129	1,426,037 <u>1,926,037</u>	2,528,166 <u>3,028,166</u>	0
Total General Fund	\$4,222,343 <u>\$7,888,432</u>	\$100,604,454 <u>\$102,418,283</u>	\$102,709,131 <u>\$108,189,049</u>	<u>\$2,117,666</u>
LID Control	0	0	0	0
LID Guarantee	0	0	0	0
4th/5th Avenue Corridor Bridge Loan	0	174,250	174,250	0
UTGO Bond Fund - 2009 Fire	0	1,047,800	1,047,800	0
City Hall Debt Fund - 2009	0	2,355,353	2,355,353	0
2010 LTGO Bond - Street Projects	0	394,562	394,562	0
L.O.C.A.L. Debt Fund - 2010	0	0	0	0
2010B LTGO Bonds - HOCM	0	436,321	436,321	0
2013 LTGO Bond Fund	0	674,325	674,325	0
2016 LTGO Parks BAN	0	1,008,375	1,008,375	0
Water Utility O&M	0	15,817,137	15,793,385	23,752
Sewer Utility O&M	448,351	22,013,367	22,461,718	0
Solid Waste Utility	0 <u>95,906</u>	13,455,454	13,408,024 <u>13,551,360</u>	47,430 <u>0</u>
Stormwater Utility	259,690	6,216,211 <u>6,257,211</u>	6,475,901 <u>6,516,901</u>	0
Water/Sewer Bonds	0	1,915,487	1,915,487	0
Stormwater Debt Fund	0	123,650	123,648	2
Water/Sewer Bond Reserve	0	0	0	0
Equipment Rental	0	2,662,149	2,627,278	34,871
Subtotal Other Operating Funds	\$708,041 <u>\$803,947</u>	\$68,294,441 <u>\$68,335,441</u>	\$68,896,427 <u>\$69,080,763</u>	\$106,055 <u>\$58,625</u>
Total Operating Budget	<u>\$4,930,384</u> <u>\$8,692,379</u>	<u>\$168,898,895</u> <u>\$170,753,724</u>	<u>\$171,605,558</u> <u>\$177,269,812</u>	<u>\$2,223,721</u> <u>\$2,176,291</u>

Special Funds Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
HUD Fund	\$352	\$472,352	\$472,704	0
Lodging Tax Fund	0	695,575	373,365	322,210
Parking Business Improvement Area Fund	0	99,450 109,450	99,450 102,450	0 7,000
Farmers Market Repair and Replacement Fund	0	0	0	0
Hands On Children's Museum	101,236	543,634	644,870	0
Home Fund Operating Fund	972,247	1,460,923 1,610,923	2,433,170 2,583,170	0
Fire Equipment Replacement Fund	1,807,471	200,000	2,007,471	0
Equipment Rental Replacement Reserve Fund	506,261	2,631,739 2,681,739	3,138,000 3,188,000	0
Unemployment Compensation Fund	0	112,500	85,000	27,500
Insurance Trust Fund	154,690	2,675,261	2,829,951	0
Workers Compensation Fund	205,023	1,447,875	1,652,898	0
Total Special Funds Budget	\$3,747,280	\$10,339,309 \$10,549,309	\$13,736,879 \$13,939,879	\$349,710 \$356,710

Capital Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
Impact Fee	\$6,277,879	\$0	\$6,277,879	\$0
SEPA Mitigation Fee Fund	282,612	0	282,612	0
Parks & Recreational Sidewalk, Utility Tax Fund	0	2,636,230	1,779,570	856,660
Real Estate Excise Tax Fund	2,112,946	1,818,510	3,931,456	0
Capital Improvement Fund	4,225,441 4,400,441	19,602,216 19,802,216	23,827,657 24,202,657	0 0
Olympia Home Fund Capital Fund	0	1,283,297	1,283,297	0
Water CIP Fund	1,479,087 1,007,417	10,163,222 10,634,892	11,642,309 11,642,309	0 0
Sewer CIP Fund	6,504,665 6,516,665	6,114,000	12,618,665 12,630,665	0
Waste ReSources CIP Fund	0	368,000	368,000	0
Storm Water CIP Fund	2,674,508 2,687,508	1,911,786	4,586,294 4,599,294	0
Storm Drainage Mitigation Fund	0	0	0	0
Total Capital Budget	\$23,557,138 \$23,285,468	\$42,078,751 \$36,636,421	\$66,597,739 \$66,997,739	\$856,660

Total City Budget	\$32,234,802	\$223,135,465	\$251,940,176	\$3,430,091
	\$35,725,127	\$225,871,964	\$258,207,430	\$3,389,661

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

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of a Resolution Approving an Increase in City Staffing by Three Full-Time Positions to Support the Implementation of the Citywide Strategic Communications Recommendations

Agenda Date: 7/13/2021
Agenda Item Number: 6.A
File Number: 21-0700

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

Title

Approval of a Resolution Approving an Increase in City Staffing by Three Full-Time Positions to Support the Implementation of the Citywide Strategic Communications Recommendations

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Resolution approving an increase in City staffing by three full-time positions to support the implementation of the Citywide Strategic Communication Recommendations.

Report

Issue:

Whether to approve a resolution increasing City staffing by three full-time positions to support the implementation of the Citywide Communication Strategic Recommendations.

Staff Contact:

Kellie Purce Braseth, Strategic Communications Director 360.753.8361

Presenter(s):

Kellie Purce Braseth, Strategic Communications Director

Background and Analysis:

The City Council has indicated that a Citywide communications strategy is one of their highest priority issues. In late 2020, City staff launched an in-depth analysis of Communication Services to ensure that it is positioned as a high-performing, high-functioning communications department.

The work involved gathering data from an array of internal and external stakeholders; conducting a material review/communications audit; conducting an organizational analysis of the communications

department and making recommendations to ensure it is effectively and fully staffed to deliver best practices in strategic communications, and that it is providing excellent, sustainable, 21st Century strategic communication support to the City of Olympia.

As the State capital and largest City in Thurston County, the City of Olympia faces ‘big city’ communication challenges with demands for both services and issues requiring immediate attention. The analysis found that Communication Services is greatly under resourced and that the City has an urgent and critical need to expand Communication Services so it can execute work proactively, consistently and with high quality.

The research concluded that Communication Services should have between seven and 13 full-time staff. Currently, communication services employs four full-time staff. The immediate need is to produce a proactive City narrative; create and maintain a robust website; prioritize social media content; support crisis communication; develop employee communication and expand visual design and production capacity.

This Resolution approves the hiring of a Deputy Public Information Officer, a Social Media/Content Strategist and Graphic Designer. An additional \$150,000 will be allocated through the second quarter budget amendments for on-call contract services for crisis communication, photography, videography, graphic design, and professional writers.

A briefing on the final report will be scheduled in the Fall.

Neighborhood/Community Interests (if known):

The consultant team engaged with local businesses, business leaders, and representatives of the City’s non-profit organizations as well as our residents through the 2021 Community Survey and Public Opinion Poll reported that respondents.

The overwhelming feedback was for the City to provide more frequent communication, especially around issues of public concern like homelessness, public safety or climate. Although all modes of communication were ranked as valuable, there was a preference to receive communication over social media, email and the City’s website.

Options:

1. Approve the Resolution approving an increase in City staffing by three full-time, positions to support the Citywide Strategic Communication Recommendations
2. Direct staff to make changes to the Resolution based on feedback from Council and approve an amended Resolution approving an increase in City staffing by three full-time positions to support the Citywide Strategic Communication Recommendations.
3. Do not approve the Resolution and direct staff to develop an alternative staffing solution to implement the Citywide Strategic Communication Recommendations

Financial Impact:

Funding for the three positions for five months is approximately \$150,000 and will come from General Fund fund balance for 2020 with a commitment to identify permanent funding through the 2022 budget process. The additional \$150,000 for on-call contract services for crisis communication, photography, videography, graphic design, and professional writers will be allocated through the 2nd

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

quarter budget amendments.

Attachments:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INCREASE TO CITY STAFFING BY THREE FULL-TIME EQUIVALENT (FTE) POSITIONS TO SUPPORT THE IMPLEMENTATION OF RECOMMENDATIONS FOR CITYWIDE STRATEGIC COMMUNICATIONS

WHEREAS, the Olympia City Council has indicated that a citywide communications strategy is one of its highest priority issues; and

WHEREAS, the City performed an in-depth analysis of Communication Services to ensure it is positioned as a high-performing, high-functioning communications department that is effectively and fully staffed to do best practices in strategic communications, and that it is providing excellent, sustainable 21st Century strategic communication support to the City of Olympia; and

WHEREAS, as the Washington State Capital and the largest city in Thurston County, the City of Olympia faces 'big city' communication challenges demanding immediate attention to issues and services; and

WHEREAS, the analysis found that Communication Services is greatly under-resourced and that the City has an urgent and critical need to expand Communication Services so it can execute work proactively, consistently, and with high quality; and

WHEREAS, the analysis concluded that Communication Services should have between seven and 13 full-time staff members dedicated to communications functions; and

WHEREAS, the City has an immediate need to produce a proactive City narrative, create a robust website, prioritize social media content, crisis communication, employee communication, and expand its visual design and production capacity; and

WHEREAS, the General Fund Fund Balance has sufficient resources to support funding of the three positions;

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

The increase to City staffing by three full-time equivalent (FTE) positions is approved. The three positions will consist of (1) Deputy Public Information Officer, (1) Social Media/Content Strategist, and (1) Graphic Designer. Funding will be supported by the General Fund Fund Balance, with a commitment to identify permanent funding through the 2022 budget process.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY



City Council

Boulevard Road Development Project Briefing

Agenda Date: 7/13/2021
Agenda Item Number: 6.B
File Number: 21-0692

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

Title

Boulevard Road Development Project Briefing

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive a staff briefing on the status of the 3900 Boulevard Road development project.

Report

Issue:

Whether to provide a status update on the results of the Request for Qualifications process to select a development partner for the city owned property at 3900 Boulevard Road.

Staff Contact:

Mike Reid, Economic Development Director, City Manager's Office, 360.753.8591

Presenter(s):

Amy Buckler, Strategic Projects Manager, Community Planning & Development

Background and Analysis:

On January 6, 2020, the City issued a Request for Qualifications (RFQ) to solicit development interest in the 10-acre parcel of City-owned property at 3900 Boulevard Road. Responses were due on February 3, 2020.

The RFQ identified a project vision and submittal requirements aimed at determining the development history, capacity, and experience of interested parties. On March 3, 2020 staff presented an overview of the responses and obtained additional clarity from Council about weighting and priority of desired outcomes from the development.

The four responses received were from South Puget Sound Habitat for Humanity, Commercial Property Services, Fourth Street Housing LLC, and Romano Capital.

Due to staffing capacity and the need to reprioritize efforts towards COVID-19 Economic Recovery

work the Boulevard Road development effort was paused for the remainder of 2020.

In May 2021, the Boulevard Road Development effort was re-initiated with a proposal review/interview committee established and interviews held of the RFQ respondents.

The review committee consisted of the following people:

- One member of the Planning Commission - Aaron Sauerhoff
- One member of the Parks and Recreation Advisory Board - Kyle Guzlas
- One member of the Bicycle, Pedestrian Advisory Board - Alison Bremner
- Two members of the Home Fund Advisory Board - Trudy Soucoup and Matt DeBord
- City Staff
 - Keith Stahley, Assistant City Manager
 - Cary Retlin, Home Fund Manager
 - Joyce Phillips, Principal Planner
 - Nicole Floyd, Senior Planner
 - Mike Reid, Economic Development Director
 - Amy Buckler, Strategic Projects Manager

The review committee unanimously reached the conclusion that Romano Capital presented the most complete proposal and recommended continued pursuit of efforts, making them the preferred development partner.

The Review Committee was very impressed by the thoroughness of the Romano Capital presentation; their commitment to presenting a proposal that incorporated a concept consistent with our Comprehensive Plan; their ability to weave our vision criteria into a well-executed proposal and the overall professionalism of their presentation.

Staff has engaged with Romano Capital to develop an Exclusive Negotiation Agreement (ENA) which articulates expectations of both parties. Primary points of the ENA include:

- The ENA lasts for 180 days in which the City agrees not to market or entertain offers for any other interested parties.
- Romano Capital agrees to the drafting and execution of a scope of work to include neighborhood engagement plan, renderings and development concept illustrations that are consistent with previously presented materials.
- Both parties are committed to working towards the development and execution of a Purchase and Sales Agreement that is consistent with community outreach efforts and presented project vision.

Romano Capital anticipates initiating community outreach efforts in the August/September 2021 time frame.

Neighborhood/Community Interests (if known):

The property has been of significant neighborhood interest due to its connection to previous development proposals and adjacency to LBA Woods. The City developed a project website and video.

Project information including RFQ, Responses and additional materials can be found on the project website.

Options:

1. Receive the briefing.
2. Do not receive the briefing.
3. Receive the briefing at another time.

Financial Impact:

Property was appraised in 2019 and was determined to have a value of \$2,160,000.

Attachments:

Boulevard Road Development Web Page
Romano Capital Proposal Presentation

3900 Boulevard Road Development

3900 Boulevard Road Development



What's happening?

In 2016, the City purchased 72 acres on Boulevard Road. The intent was to preserve 59 acres for park property, use 3 acres for the future extension of Log Cabin Road to Wiggins Road, and develop the 10 acres at 3900 Boulevard Road into multi-family housing and neighborhood-oriented commercial use.

[Elements of a successful project: Our vision...](#)

- Housing for a mix of income levels with emphasis on median-income families.
- Environmental sustainability in development, design, and construction.
- Support and participation by the existing neighborhoods in the design and development of the project.
- Quality design that reflects the character of the surrounding area.
- Inclusion of a neighborhood commercial and community benefit element is encouraged.
- Performance and timeliness of the developer/builder is critical.

The City is seeking a well-qualified developer with an established track record of delivering high quality and affordable housing options for the development of the 10 acre parcel. Four parties submitted proposals by the RFQ deadline. You can view each below.

RFQ Submittals

You can review each of the RFQ submittals below. You can also view the [RFQ Response Review presentation](#) to City Council from March 3.

- [Fourth Street Housing](#)
- [Commercial Properties Services](#)
- [Romano Capital](#)
- [South Puget Sound Habitat for Humanity](#)

RFQ Timeline (Tentative)

- RFQ available: Monday, Jan. 6, 2020 by 5 pm
- Interested respondents site tour: Wednesday, January 15 at 2. More information coming soon.
- RFQ due: Monday, Feb. 3, 4 p.m.
- Notification of short list respondents: Monday, Feb. 17
- Council presentation and review of RFQ responses: Tuesday, March 3

Related Documents

- [3900 Boulevard Road Appraisal](#)
- [Staff Report: Land Acquisition](#)
- [Staff Report: Rezone](#)

Questions?

Contact Mike Reid, Economic Development Director at 360.753.8591 or mreid@ci.olympia.wa.us

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The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources.



ROMANO
CAPITAL

3900 BOULEVARD ROAD DEVELOPMENT PROJECT INTERVIEW

Presentation by:

Romano Capital – Kess Romano
Aaron Angelo Development – Aaron Angelo
TAS – Ron Thomas, AIA; Josh Gobel, AIA





3900 BOULEVARD ROAD

Site Sketch

SITE HIGHLIGHTS

- 180 residential rental & for sale units
- Majority of rental units affordable
- For sale target below \$390K
- Variety of housing styles and sizes
- Neighborhood commercial
- Gateway to LBA Woods
- Pocket parks and community green
- Aligned with Comprehensive Plan



TEAM INTRODUCTIONS & EXPERIENCE

INTRODUCTIONS





Founded in 2006, TAS is an award-winning architecture firm with a primary focus on community planning, civic projects and housing. The reputation of our firm is built on over 45 years of consistent successful projects. We take pride in the impact our firm has had on the renaissance of communities throughout the Puget Sound Region.



MULTI USE BUILDINGS



ADAPTIVE REUSE



CIVIL & MUNICIPAL



HOUSING



MASTER PLANNING



COMMITTED TO COMMUNITY

Memberships & Sponsorships



PROJECT DETAILS

95,000 SF
8 buildings / 56 Residential Apartment Units
Two, and Three Bedroom Units



RED LEAF TOWNHOMES

Multi-family Housing



PROJECT DETAILS

35,000 SF
Residential Apartment Units
One, Two, and Three Bedroom Units



SILVER LEAF HOUSING

Multifamily Housing



PROJECT DETAILS

75,000 SF
75 Residential Apartments
12 Townhome Apartment Units



WESTMAN MILL

Mixed-Use Multifamily Housing



PROJECT DETAILS

85,000 SF
72 Residential Apartments
4 Buildings with 2BR & 3BR Units



COPPER LEAF

Multifamily Housing



PROJECT DETAILS

23,086 SF
36 Residential Apartments
7 Townhome Apartments



CAMPUS LOFTS

Adaptive Reuse



PROJECT DETAILS

35,000 SF
For-Sale and Rental Townhomes
2BR & 3BR Units



BRIGGS TOWNHOMES

For-Sale & Rental Townhome Units



PROJECT DETAILS

35,000 SF
30 Residential Apartments
1BR, 2BR & 3BR Units



BRIGGS TOWN CENTER APTS.
Residential Apartments



PROJECT DETAILS

45.6-acre Master Plan and Residential Design
 Single Family / Multifamily Apartments / Townhomes
 Neighborhood Commercial
 Community Parks / Water Features / Trails



THE VILLAGE AT MILL POND

Master Plan Neighborhood Development



PROJECT DETAILS

22,176 SF
21 Residential Apartment Units



THE EASTERLY

Multifamily Housing





PROJECT DETAILS

22,176 SF
21 Residential Apartment Units



THE EASTERLY
Multifamily Housing





A. ANGELO DEVELOPMENT



PROJECT DETAILS

3BR & 4BR Units
For-Sale Product
2018



SKIDMORE TOWNHOMES



PROJECT DETAILS

75,000 SF
75 Residential Flats



ROYAL FLATS



PROJECT DETAILS

3,000 SF
Single Family Residence
Energy Efficient



TAYLOR RESIDENCE

Urban Infill



CORE PRINCIPLES

Investors First

We remind ourselves that our clients are the foundation of our company

Security

We diligently protect investor principal, valuing long-term growth over high-risk gain.

Operating with Transparency

We demonstrate integrity, candor, and openness in everything we do.

Executing with Precision

We follow through on our commitments faithfully and dependably.

Improving Continuously

We embrace change, always seeking to better serve our investors, partners, and community.



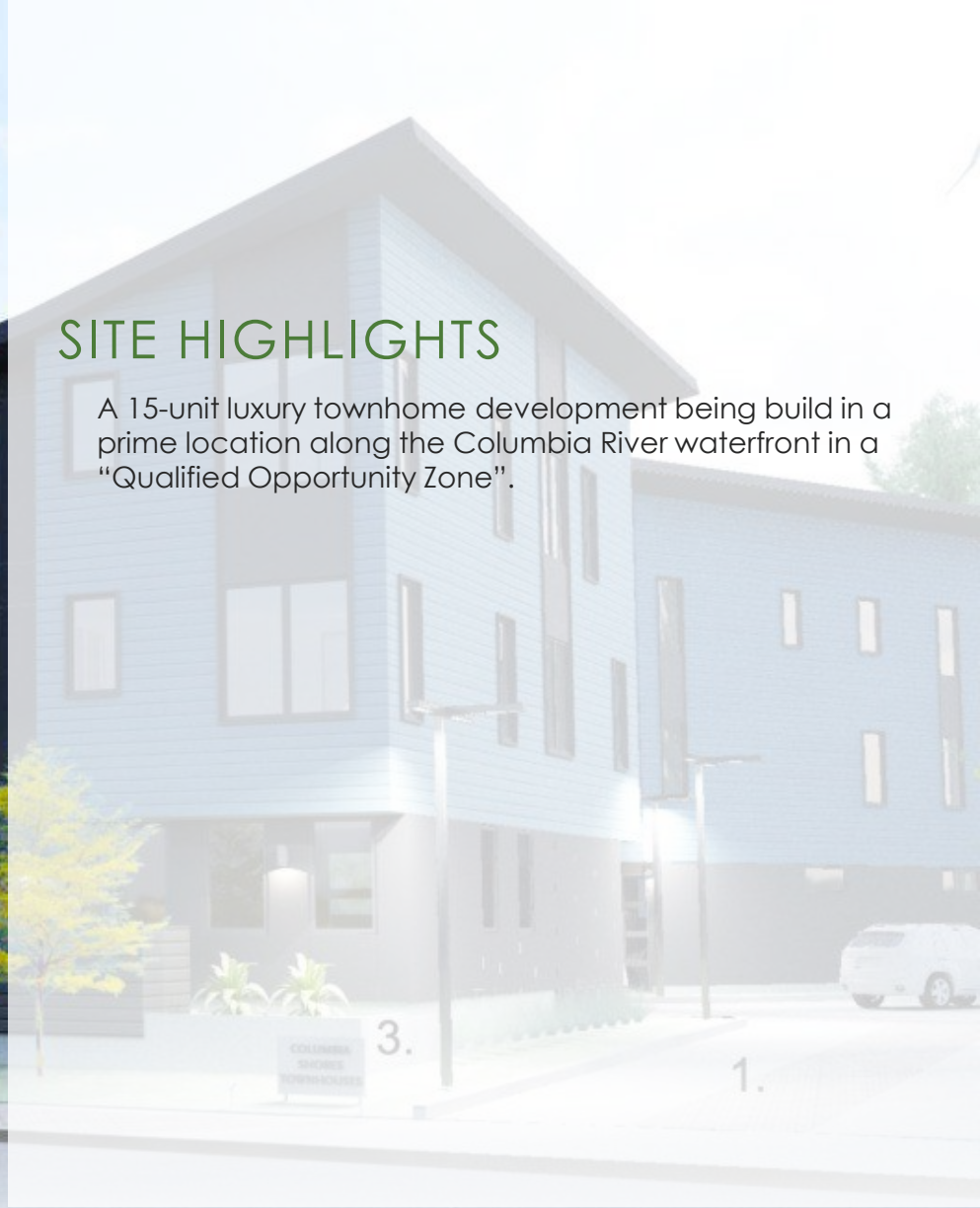
ROMANO CAPITAL

Prime Developer



SITE HIGHLIGHTS

A 15-unit luxury townhome development being build in a prime location along the Columbia River waterfront in a "Qualified Opportunity Zone".



PROJECT DETAILS
15 Townhome Units



RIVERSIDE TOWNHOMES

Townhomes

PIONEER EAST

SITE HIGHLIGHTS

Pioneer East is a 209-lot subdivision located east of I-5 in Ridgefield, WA across two phases. The Ridgefield submarket is one of the fastest growing in Clark County, due in large part to the availability of land and the quality of life within the city and its school district.

Romano Capital acquired the property as raw land and began developing finished residential lots in 2017. The first phase of was fully engineered and recorded at the end of 2017. The construction of homes on these finished lots began immediately afterward.

The first phase consists of 61 single-family detached homes and is currently under construction. Romano Capital has a dedicated sales team on site managing the sales process during construction. The second phase began vertical construction early in 2019 with an estimated completion date of early 2022.

PROJECT DETAILS

61 For-Sale Homes (Phase I)
148 For-Sale Units (Phase II)



PIONEER EAST

Entry-Level Housing



BOULDER RIDGE

at COLUMBIA PALISADES

SITE HIGHLIGHTS

The Columbia Palisades is a master development project with the City of Vancouver. The planned master development will include both single and multifamily residences, a hotel, community center, and park, as well as office and retail spaces.

The site has been the location of Fisher's Quarry since 1880, however mining operations ceased several years ago. The project developer acquired and entitled the land under the city's development agreement where Romano Capital acquired 24 single-family residential lots with plans to build luxury townhomes on those lots.

Once completed, the luxury townhomes will sit atop a prominent bluff overlooking the Columbia River Gorge. With easy access to unique local shops and restaurants, spectacular views, top-rated Camas Schools, and 10 minutes to Portland International Airport, this property is truly one of a kind. Convenient living and easy access to outdoor activities and the natural beauty of the Pacific Northwest.

PROJECT DETAILS

24 Townhome Units
Single-Family / Multifamily / Commercial
Hotel / Park / Community Space



BOULDER RIDGE

Townhomes



SITE HIGHLIGHTS

The land at 1st St and 192nd Ave is currently under development, with nine acres in the planning stages. The lot is located between Costco and Union High School on 1st St in Camas, WA.

The parcel was formerly owned by the Evergreen School District as part of the Union High School Campus. The land was unused by the district and seen as a high value development opportunity.

Currently the land is being developed as a 260-unit apartment building in two phases. Phase one construction is expected to start end of 2020 with a targeted completion date of February 2022.

PROJECT DETAILS

260 Residential Apartment Units



FIRST STREET STATION

Multifamily Housing



THE CROSSING

SITE HIGHLIGHTS

The Crossing is a 132-lot subdivision located east of I-5 in Ridgefield that will be completed over 3 phases. It is directly next to the approved location of the new Clark College Boschma Farms Campus. The Ridgefield submarket is one of the fastest growing in Clark County, due in large part to the availability of land and the quality of life within the city and its school district.

Romano Capital has partnered with another developer to complete construction of these residential lots and is approved to construct townhouses in duplex, triplex and fourplex buildings. These will be built in a style comparable to the upscale living expected of the City of Ridgefield but at a rental price point that is accessible to college students and young families.

Phase one and two of the project started construction in 2020 with an estimated completion date in 2021. Phase three of the project will start in 2021 with estimated completion of 2022.



THE CROSSING

Entry-Level Housing

WESTRIDGE *lofts*

SITE HIGHLIGHTS

The Westridge Apartments is a proposed 100-unit multifamily residential community located on three tax parcels totaling three acres. The project is located on SE 192nd Ave at SE 20th Ave in east Clark County, one of the county's fastest growing commercial corridors. The design of the building is modern but with classic Pacific Northwest accents. All apartments are accessed by common hallways within the building.

Romano Capital acquired the property in 2018 and finished developing the land and securing entitlements from the city. At the same time work began on the design and engineering of the building.

Construction is under way permits have been issued Once complete, the Westridge Apartments will feature 100 one- and two-bedroom units, with modern finishes in a highly desirable location.

PROJECT DETAILS

3-acre Lot
100 1BR & 2BR Apartment Units



WESTRIDGE LOFTS

Multifamily Housing



SITE HIGHLIGHTS

New mixed-use project consisting of 3 buildings and associated parking, pedestrian system, landscaping and open space. Proposed buildings combine a mix of uses, with multi-family housing occupying most of the upper floors and retail/office occupying most of the ground floor(s). Total number of proposed is 182.



Eleva at Columbia Palisades

Mixed-Use Multifamily Housing



CITY OF OLYMPIA
Mike Reid, Project Manager
Economic Development Director



ROMANO CAPITAL
Kess Romano, CEO
Prime Developer



AARON ANGELO DEVELOPMENT, LTD.
Aaron Angelo, Owner / Developer
Development Partner



THOMAS ARCHITECTURE STUDIOS
Ron Thomas, AIA, President
Urban Planner / Lead Designer | **Josh Gobel**, AIA
Senior Project Manager

CONSULTANTS



SCJ
ALLIANCE
Amy Head, PE, Principal
LEED AP BD+C
Civil, Transportation,
Environmental Engineering



ROBERT W. DROLL
LANDSCAPE ARCHITECT, PS
Robert W. Droll, ASLA, LEED AP, CPSI, Principal
Landscape Architecture



HULTZ BHU
ENGINEERS
Rick Hultz, PE, Principal
Mechanical, Plumbing,
Electrical Engineering



LANDAU
ASSOCIATES
Calvin McCaughan, PE, Principal
Geotechnical Engineering



PCS
STRUCTURAL SOLUTIONS
Jeff Klein, SE, Principal
Structural Engineering



HOUSING AUTHORITY OF THURSTON COUNTY
Craig Chance
Executive Director | **Tom Rawson**, Director of
Development and Administration



ORGANIZATIONAL CHART

3900 Boulevard Road | Project Team



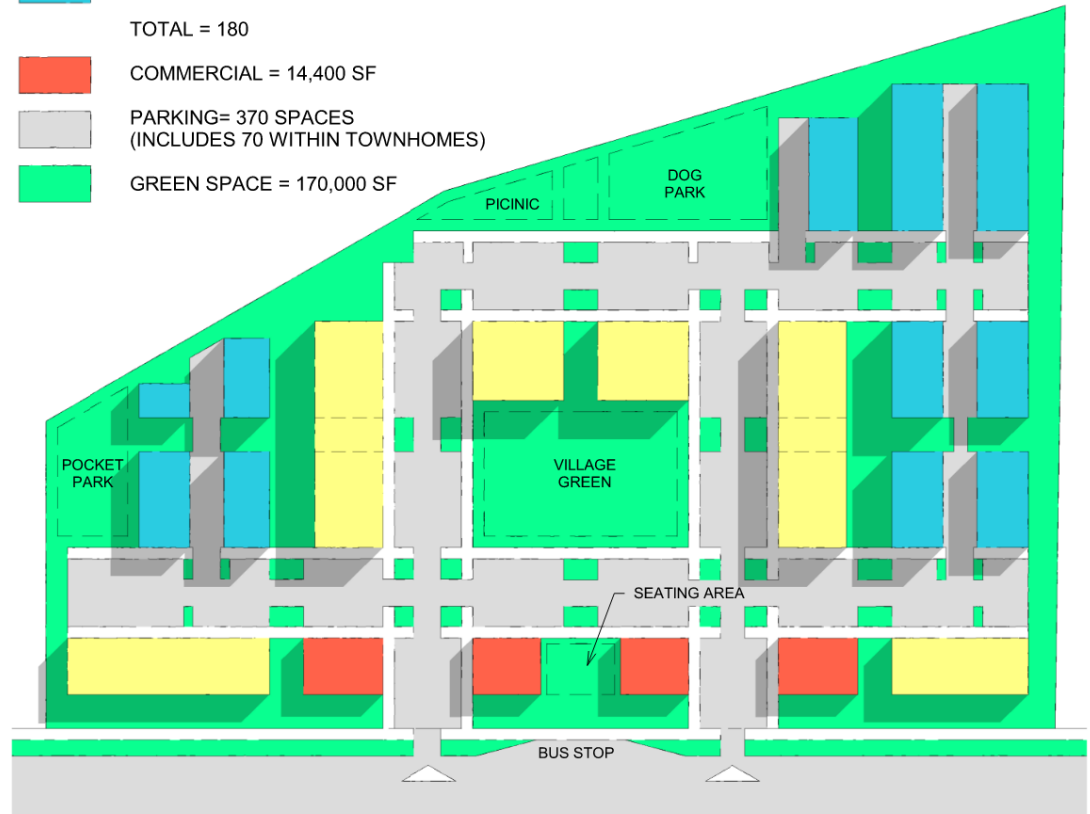
HOUSING VISION

3900 BOULEVARD ROAD





- APT. FLATS = 120
- TOWNHOMES = 60
- TOTAL = 180
- COMMERCIAL = 14,400 SF
- PARKING= 370 SPACES
(INCLUDES 70 WITHIN TOWNHOMES)
- GREEN SPACE = 170,000 SF



CONCEPT MASTER PLAN

3900 Boulevard Road



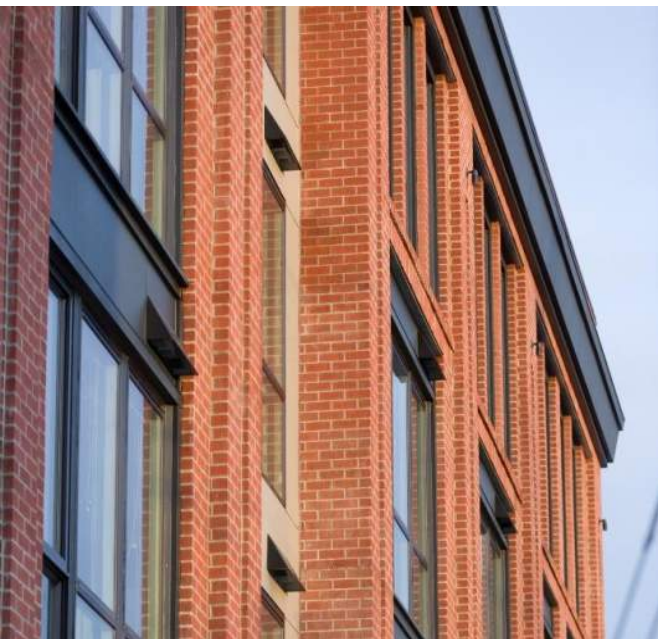
APARTMENT FLATS
TOWNHOUSES
COMMERCIAL
GREENSPACE
PARKING

DEVELOPMENT MATRIX		
UNIT TYPE	UNIT SIZE	NUMBER
1 BEDROOM	700-800 SF	54 UNITS
2 BEDROOM	800-1,100 SF	42 UNITS
3 BEDROOM	1,000-1,200 SF	24 UNITS
2 BEDROOM	800-1,100 SF	38 UNITS
3 BEDROOM	1,000-1,200 SF	22 UNITS
COMMERCIAL	11,400 SF	3 BUILDINGS
COMMUNITY ROOM	3,000 SF	1 BUILDING
OPEN SPACE	1.5 ACRES	4 PARKLETS
LANDSCAPING	2.4 ACRES	PLANTINGS AND PATHWAYS
RESIDENTIAL	SURFACE PRIVATE GARAGES	200 SPACES 70 SPACES
PUBLIC	SURFACE	10 SPACES PARK ACCESS
COMMERCIAL	SURFACE	90 SPACES



CONCEPT MASTER PLAN

3900 Boulevard Road



APT. FLATS = 120

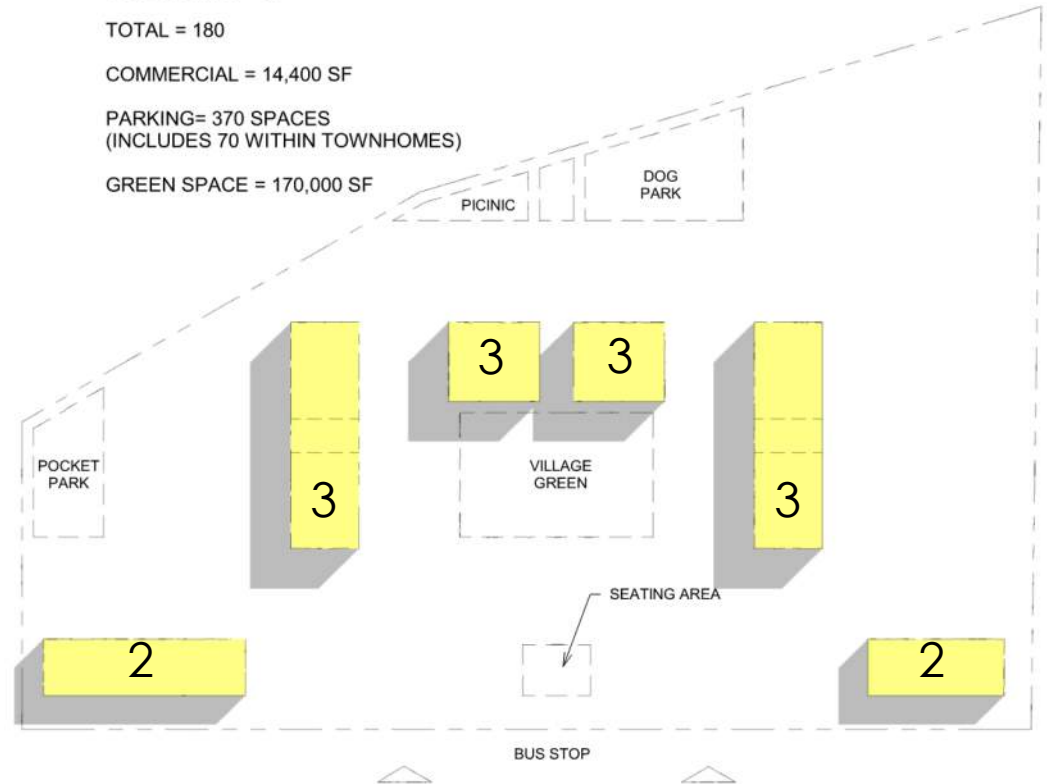
TOWNHOMES = 60

TOTAL = 180

COMMERCIAL = 14,400 SF

PARKING= 370 SPACES
(INCLUDES 70 WITHIN TOWNHOMES)

GREEN SPACE = 170,000 SF

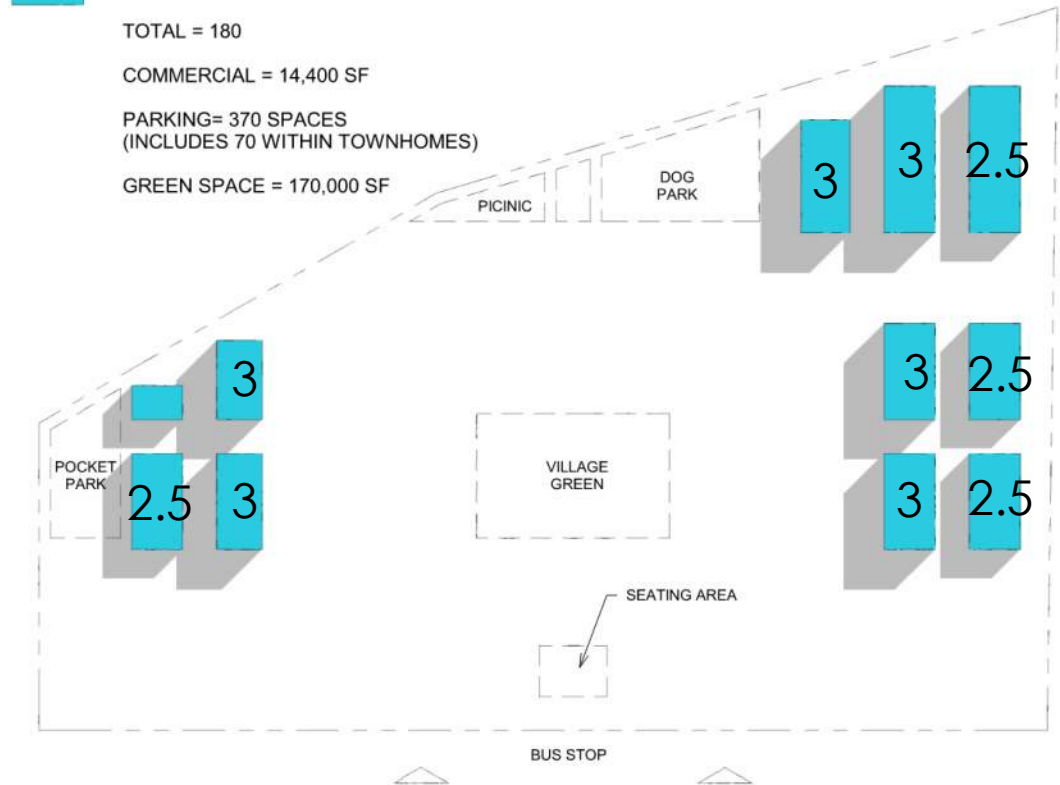


APARTMENTS

3900 Boulevard Road



APT. FLATS = 120
 TOWNHOMES = 60
 TOTAL = 180
 COMMERCIAL = 14,400 SF
 PARKING= 370 SPACES
 (INCLUDES 70 WITHIN TOWNHOMES)
 GREEN SPACE = 170,000 SF



TOWNHOMES

3900 Boulevard Road



NEIGHBORHOOD COMMERCIAL VISION

3900 BOULEVARD ROAD





APT. FLATS = 120

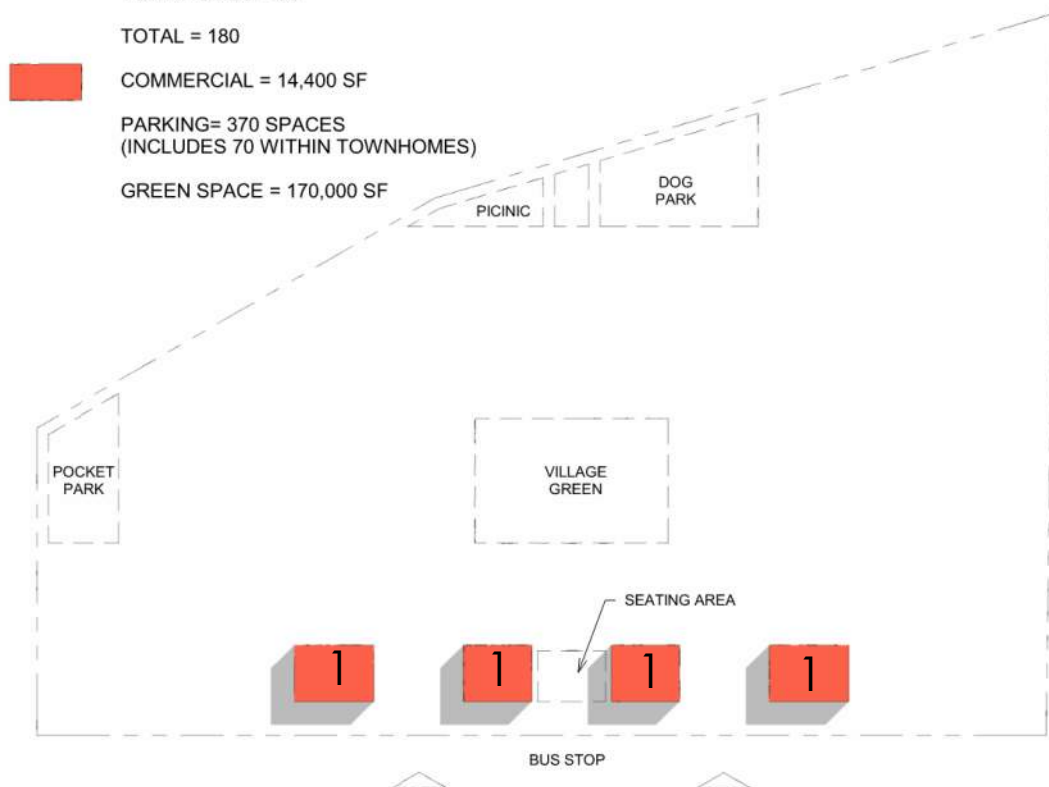
TOWNHOMES = 60

TOTAL = 180

COMMERCIAL = 14,400 SF

PARKING= 370 SPACES
(INCLUDES 70 WITHIN TOWNHOMES)

GREEN SPACE = 170,000 SF



COMMERCIAL VISION

3900 Boulevard Road



PROJECT DETAILS

58,000 SF Mixed Commercial
324 residential Units (Flats and Townhomes)
Parks, Open Space, Ball Fields
966 Parking Stalls



HOGUM BAY TOWN CENTER

Site Plan



HOGUM BAY TOWN CENTER

Neighborhood Commercial Example



EXAMPLE : WILDWOOD

Neighborhood Commercial



POTENTIAL OPTIONS

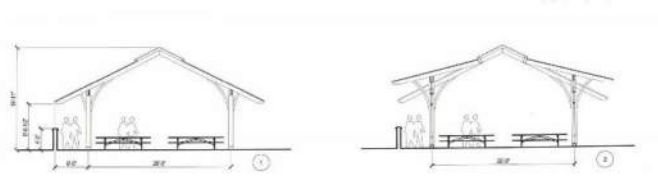
Neighborhood Commercial



CONNECTIVITY

3900 BOULEVARD ROAD





APT. FLATS = 120

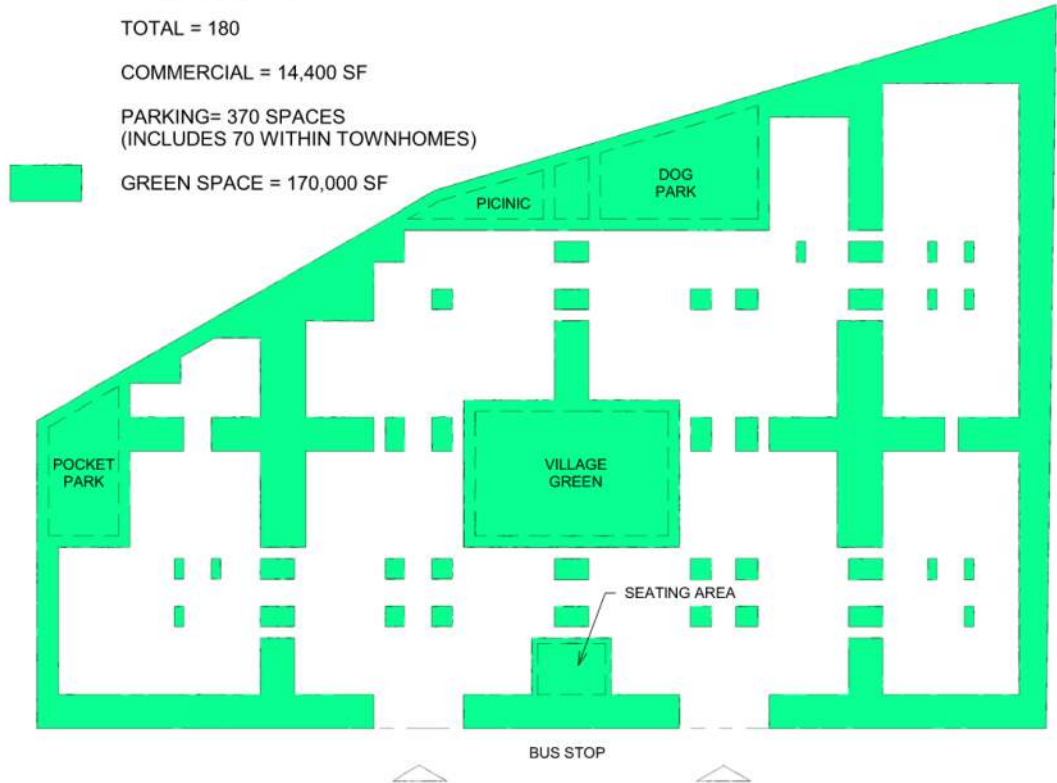
TOWNHOMES = 60

TOTAL = 180

COMMERCIAL = 14,400 SF

PARKING= 370 SPACES
(INCLUDES 70 WITHIN TOWNHOMES)

GREEN SPACE = 170,000 SF



GREENSPACE

3900 Boulevard Road



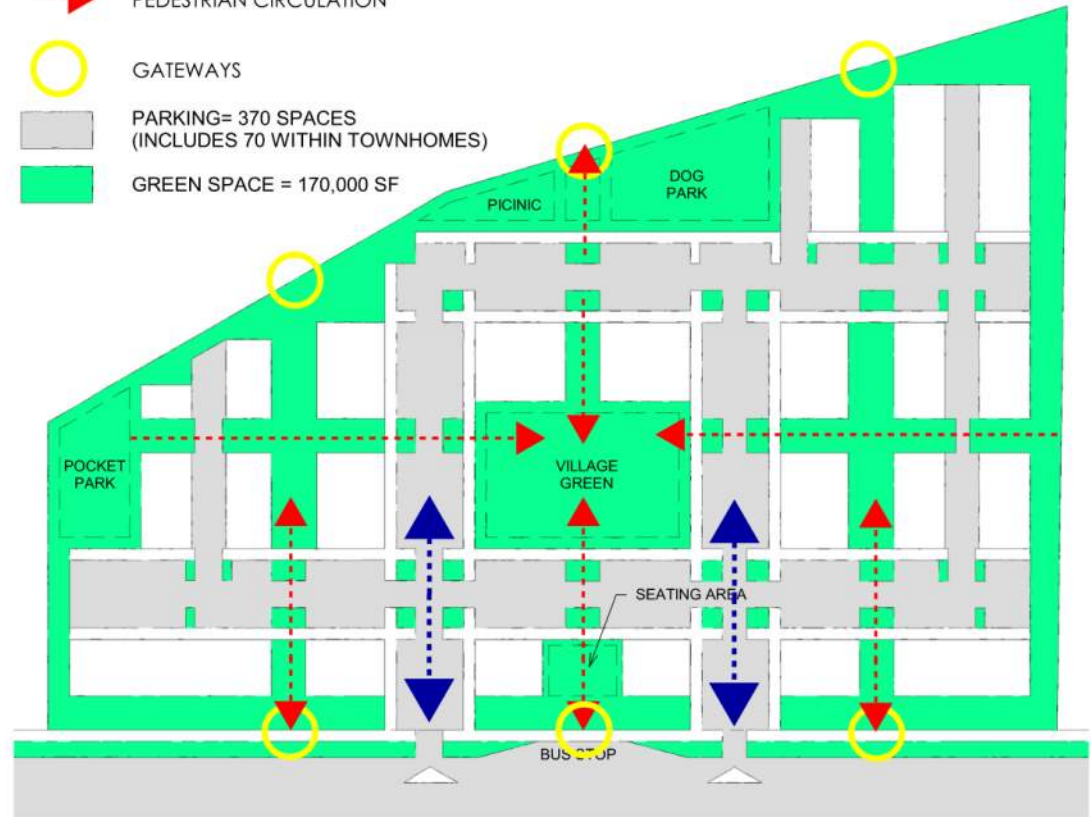
—▶ VEHICULAR CIRCULATION

- - -▶ PEDESTRIAN CIRCULATION

○ GATEWAYS

■ PARKING= 370 SPACES
(INCLUDES 70 WITHIN TOWNHOMES)

■ GREEN SPACE = 170,000 SF



SITE CONNECTIONS

3900 Boulevard Road



CONNECTIVITY

TAS Project Examples



PARKS & PLAY

3900 Boulevard Road



PARKS & PLAY

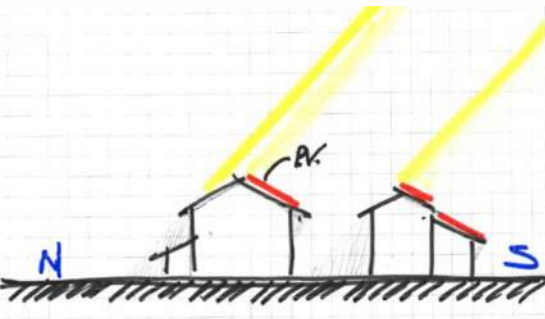
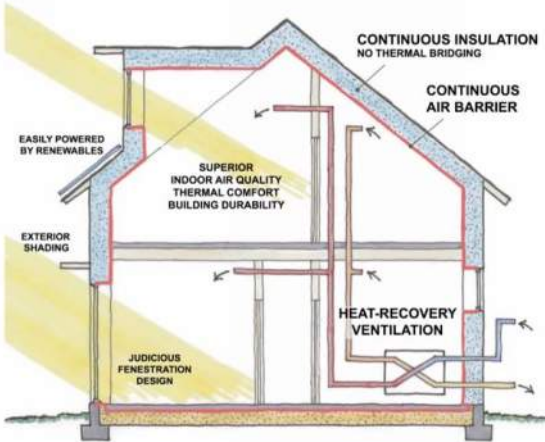
3900 Boulevard Road



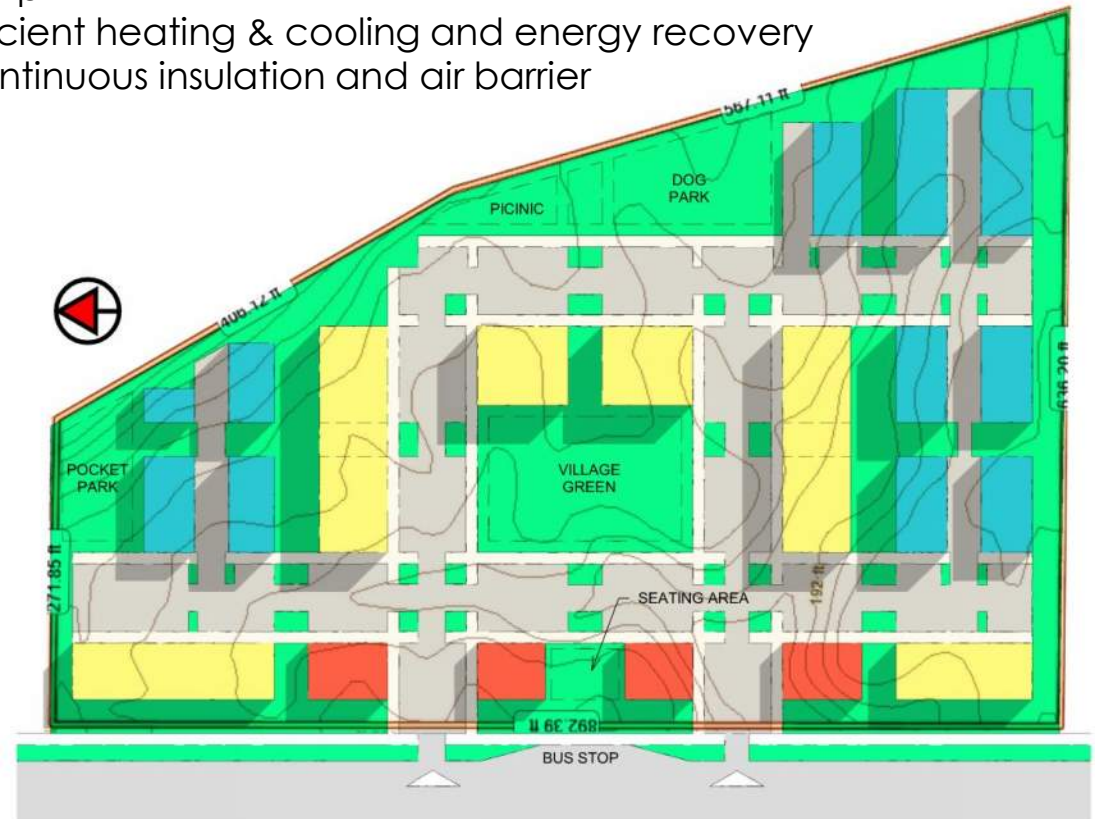
ENVIRONMENTAL SUSTAINABILITY

3900 BOULEVARD ROAD





- Solar panels and proper orientation
- LED Lighting
- Low Impact Development (LID)
- Bus Stops/ Transit/ Bike Paths
- Fully electrified buildings for lower carbon footprint
- Efficient heating & cooling and energy recovery
- Continuous insulation and air barrier



SUSTAINABILITY OPTIONS

3900 Boulevard Road



THE VIEWS ON FIFTH
Adaptive Reuse

WESTMAN MILL
LEED Silver



PARTHIA
Standalone solar power for lighting & electrical



SUSTAINABLE FEATURES

Example: Actual TAS Project Applications



SOCIAL EQUITY

3900 BOULEVARD ROAD



- Diversity, Equity & Inclusion (DEI) Plan for the project built into schedule
- Potential for DEI Specialist Parfait Bassale to participate in public outreach
- Rental & sale prices to meet mixed income levels & build generational wealth
- For-sale target below \$390K to attract diverse households
- Installation of public art to celebrate diversity and promote equity & inclusion
- DEI vision incorporated into all rental & sales marketing materials

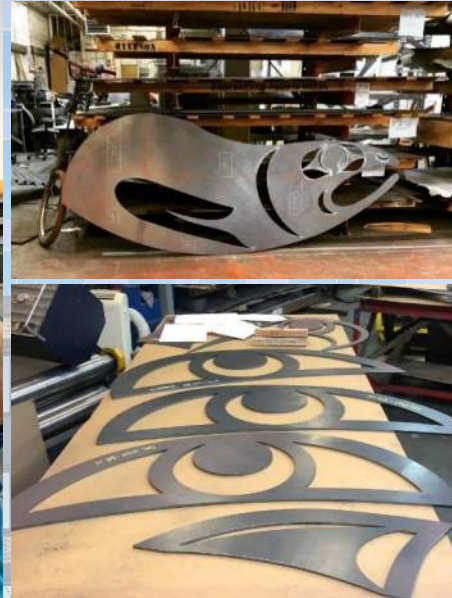
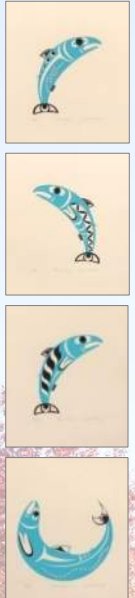


ADDRESSING SOCIAL EQUITY

3900 Boulevard Road

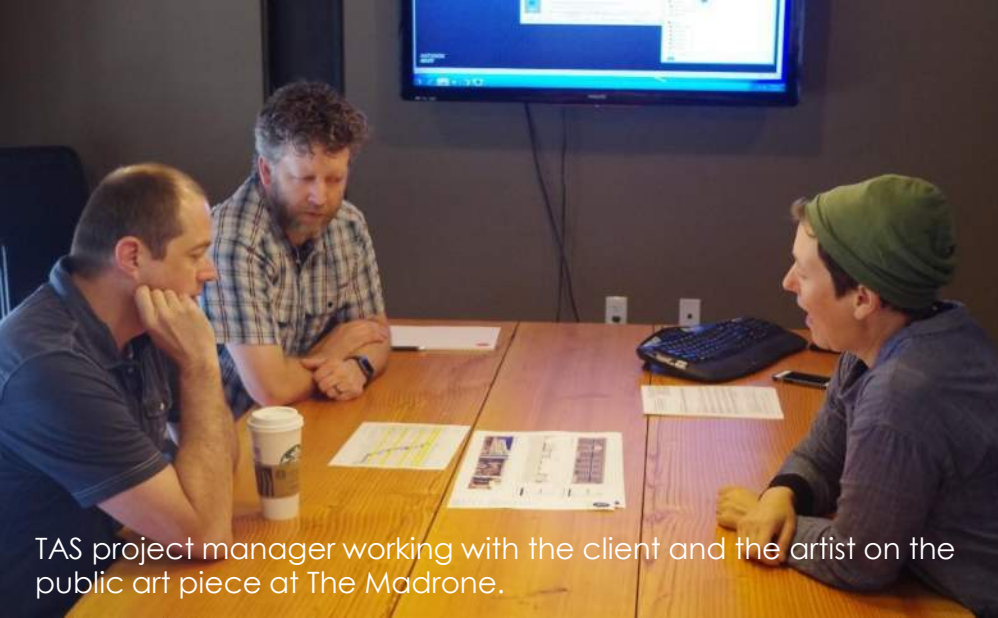
THE VIEWS ON FIFTH

This installation honors the promise that the ancestors of the Squaxin Island Tribe made to the Salmon People that humans would always treat the Salmon People and their home with respect and reverence.

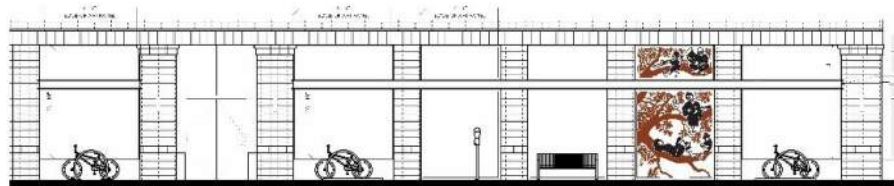


PUBLIC ART INSTALLATION

The Views on Fifth | Joe Seymour (Squaxin Island Tribe)



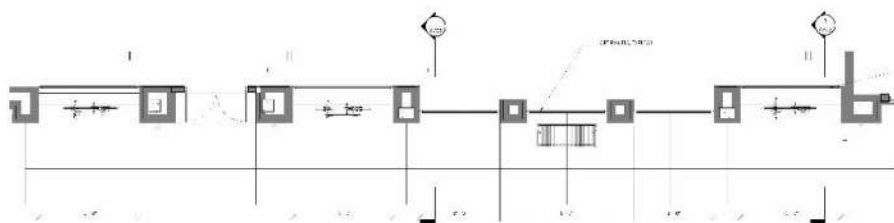
TAS project manager working with the client and the artist on the public art piece at The Madrone.



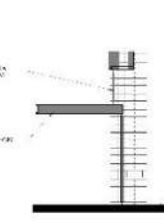
4 NORTH ELEVATION - ART WALL



3 SECTION - ART WALL RECESSED

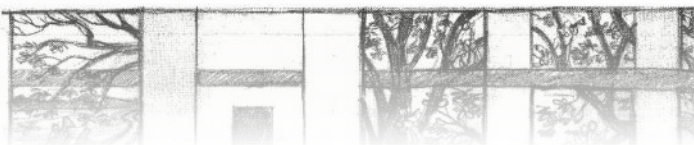


2 PLAN - LEVEL 1 - ART WALL



1 SECTION - ART WALL

PROPOSED STATE & WATER ART WORK BY NIKKI MCCLURE



THE MADRONE

Art panels designed by local artist Nikki McClure depicting a musical gathering in a madrone tree on a northwest waterfront.

URBAN OLYMPIA 9, LLC
STATE & WATER
1221 PALLADIUM WAY



PUBLIC ART INSTALLATION

The Madrone | Nikki McClure



ANNIE'S FLATS

A mixed-use apartment building dedicated by the developer to his mother who is a local artist. TAS helped facilitate the artist selection process. A large mosaic mural and marquee was integrated into the final design.





ROMANO
CAPITAL

NEIGHBORHOOD ENGAGEMENT

3900 BOULEVARD ROAD



		YEAR	2021						2022												2023											
		MONTH	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
ENA / COMMUNITY OUTREACH / SCHEMATIC DESIGN	Council Approval																															
	Kick-Off Meeting																															
	Team Tours of Site and Community																															
	Review Existing Studies, Reports and Strategic Plans																															
	Develop Diversity, Equity and Inclusion Plan																															
	Identify Community Stakeholders																															
	Review Housing Needs Assessments																															
	Regional Demographic and Market Analysis																															
	Opportunities for Arts and Cultural Integration																															
	Interview Community Arts / Culture Stakeholders																															
	Alignment Discussions with H.A.T.C.																															
	Schematic Design																															
	Conduct Focus Groups / Town Meetings																															
	Project Background																															
	Community Character																															
	Project Visioning and Master Plan Presentation																															
	Response to Community Input																															
	Presubmission to City of Olympia																															
	Updated Master Plan																															
	Design Character Presentation																															
	ENA Close Out Discussions																															
	Close on Property																															

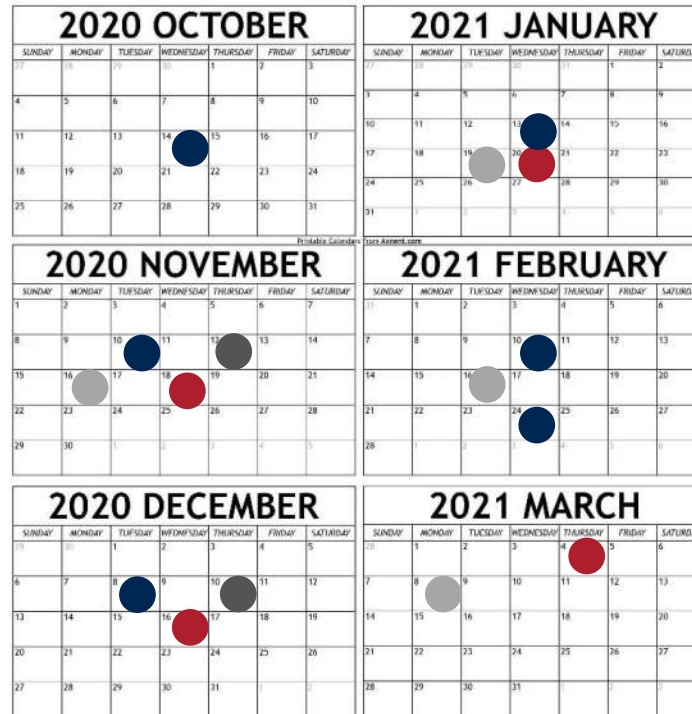


ENGAGEMENT SCHEDULE

PROJECT SCHEDULE



Virtual Public Meeting Facilitation



Social Media Reach:

11,871

Public Meeting Participants:

468

Number of Email Contacts:

3,156

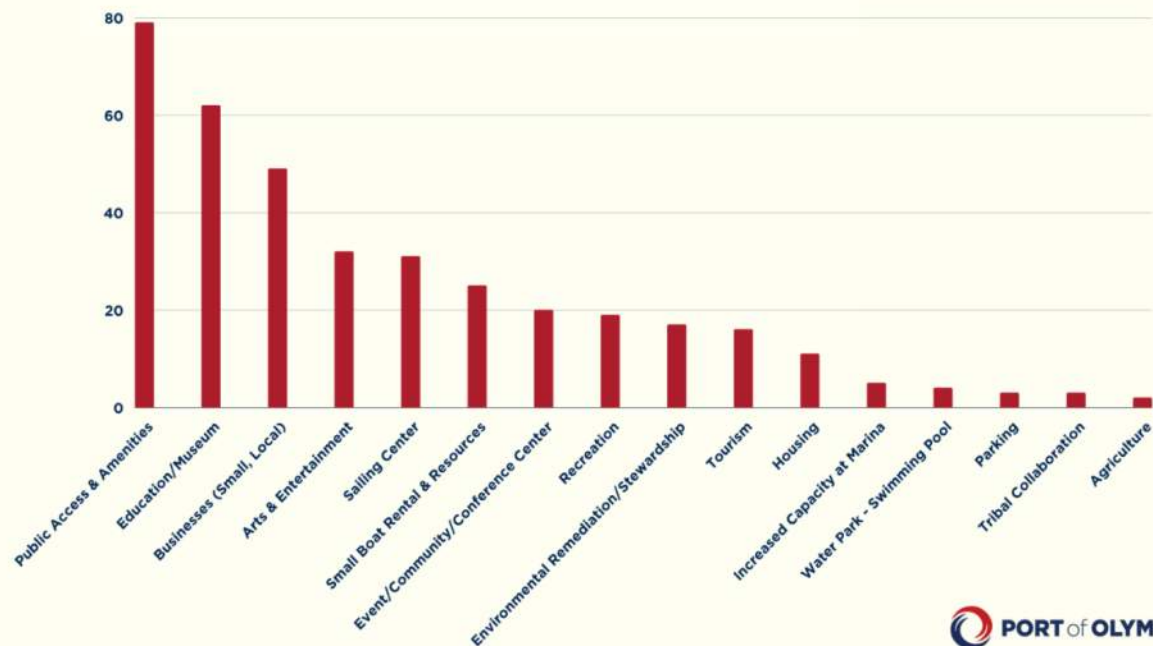


NEIGHBORHOOD ENGAGEMENT

Example: Port of Olympia



What Opportunities Would Benefit the Community



NEIGHBORHOOD INPUT

Example



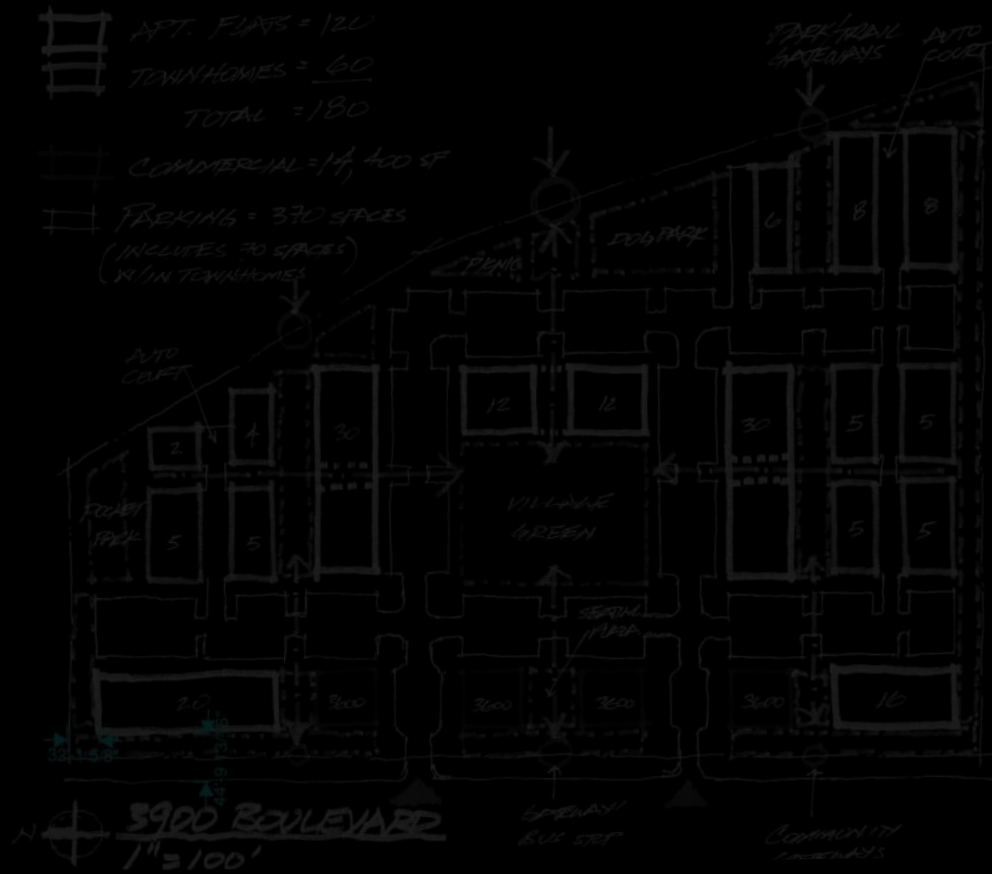
PROJECT SCHEDULE

3900 BOULEVARD ROAD





		YEAR						2022												2023												
		MONTH	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
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Close on Property																																
DESIGN DEVELOPMENT & LAND USE	Land Use Application																															
	Design Development Drawings																															
	City Neighborhood Meeting																															
	S.P.R.C. Comments to Design Team																															
	Response to City Comments & Land Use Approval																															
CD / PERMIT	Construction Documents																															
	Engineering and Building Permit Applications																															
	Permit Review & Issuance of Permits																															
CONSTRUCTYN	Construction Start																															
	Site Work and Infrastructure Improvements																															
	Building Construction (Rolling Phasing)																															
	Phased Occupancy																															



ROMANO
CAPITAL

QUESTIONS

3900 BOULEVARD ROAD





City Council

Approval of a Resolution Authorizing a Professional Services Agreement with Berger Partnership for Phase 1 Design Services at the Yelm Highway Community Park

Agenda Date: 7/13/2021
Agenda Item Number: 6.C
File Number: 21-0678

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

Title

Approval of a Resolution Authorizing a Professional Services Agreement with Berger Partnership for Phase 1 Design Services at the Yelm Highway Community Park

Recommended Action

City Manager Recommendation:

Move to approve a Resolution authorizing a Professional Services Agreement with Berger Partnership for Phase 1 Design Services at the Yelm Highway community park.

Report

Issue:

Whether to approve a Resolution authorizing a Professional Services Agreement with Berger Partnership for Phase 1 Design Services at the Yelm Highway community park.

Staff Contact:

Laura Keehan, Planning & Design Manager, Parks, Arts and Recreation, 360.570.5855

Presenter(s):

Jonathon Turlove, Director of Parks Planning & Maintenance

Background and Analysis:

In late 2018 Olympia Parks, Arts and Recreation Department (OPARD) purchased 83 acres located at 3323 Yelm Highway for a future community park. The property is located next to a previously purchased 3.54-acre park parcel, also on Yelm Highway.

The park master planning project was delayed in March 2020 due to the COVID-19 pandemic. Shortly thereafter, OPARD was approached by the Olympia School District (OSD) with a request to consider allowing the OSD to utilize a 20-acre portion of the park site for a future secondary school to be constructed in ten years or more. The OSD would either purchase the property outright or trade an as-yet-to-be-identified parcel for the 20-acres. As part of a larger public outreach effort around this concept, the Parks and Recreation Advisory Committee (PRAC) identified several questions and

concerns with the potential partnership that needed further investigation (see attached). Prior to making a decision, the City Council would like to spend time evaluating PRAC's concerns. Also, the OSD has contracted with Berger Partnership to further study the issues raised by PRAC.

While a partnership decision has yet to be made, staff proposes to move forward with a Phase 1 design that would work with or without a partnership with OSD. A Phase 1 design could include 1-3 rectangular fields and associated support facilities as well as a walking loop, playground or sport court (as budget allows). The location of Phase 1 improvements (on the southern part of the property) is not in the area that could be traded as a potential school location and could be constructed in either event.

The current goal is to break ground on Phase I of Yelm Highway community park in 2024. In order to achieve that, OPARD needs to be prepared for upcoming deadlines for significant grant opportunities. Phase 1 design will provide concept plans and preliminary cost estimates that are required for grant application materials and will also allow us to begin the necessary permitting process for the project.

The proposed contract would authorize Berger Partnership to prepare these materials in support of grant requests and allow a portion of the project (Phase 1) to move forward and not lose valuable time while the partnership with OSD is still under consideration.

Historical Project Timeline

- **2004:** Olympia voters pass the Voted Utility Tax Measure to increase the park system by 500 acres. Yelm Highway Community Park site identified in voter fact sheet.
- **2004:** Greene Parcel (3.24 acres) purchased at SW corner of Wiggins and Yelm Hwy.
- **2010:** Olympia community identifies the need for a community park to accommodate soccer fields in the 2010 Parks, Arts and Recreation Plan.
- **2014:** Yelm Highway property identified as the preferred site for a future community park in the 2014 Community Park Suitability Assessment.
- **2016:** Community Park to include soccer fields is again included in the Parks, Arts and Recreation Plan.
- **2018:** OPARD purchases 83 acres for \$10.7 million from the Zahn family for a Community Park with four soccer fields.
- **2019:** OPARD hires Berger Partnership to develop a community park master plan with the community:
 - Two public meetings (~148 attendees)
 - Two online community surveys (753 respondents)
 - Three concept park drawings developed
- **Spring 2020:** Olympia School District asks OPARD if a secondary school could be accommodated at the site.
- **Fall 2020:** Public Meeting (Zoom) and Online Survey to request feedback on school co-location at park site.
- **Winter 2020/2021:** PRAC reviews all public input and makes a recommendation to Council to not pursue partnership with school district.
- **Spring 2021:** OPARD awarded \$1 million acquisition grant from WA State Recreation and Conservation Office.

Neighborhood/Community Interests (if known):

There is community-wide interest in the future of development of Yelm Highway Community Park, particularly from the soccer community and surrounding neighborhoods.

Options:

1. Approve the Resolution authorizing a Professional Services Agreement with Berger Partnership for Phase 1 Design Services at the Yelm Highway community park.
2. Modify the Resolution authorizing a Professional Services Agreement with Berger Partnership for Phase 1 Design Services at the Yelm Highway community park.
3. Do not approve the Resolution authorizing the City Manager to sign the contract with Berger Partnership for Phase 1 Design Services. Upcoming opportunities for grant applications would likely be lost and construction would be delayed beyond 2024.

Financial Impact:

The Phase 1 Design Services contract for \$310,708.42 will utilize capital funding identified in the 2021-2026 Capital Facilities Plan. If a partnership with OSD is approved by Council, a cost sharing agreement for any shared Phase 1 Design Services will be developed.

Attachments:

Resolution
Agreement
PRAC Letter
Project Webpage

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF OLYMPIA AND BERGER PARTNERSHIP FOR PHASE 1 DESIGN SERVICES AT THE YELM HIGHWAY COMMUNITY PARK.

WHEREAS, in 2018, the City of Olympia (City) purchased 83 acres located at 3323 Yelm Highway for a future community park; and

WHEREAS, the park master planning project was delayed in March of 2020 due to the COVID-19 pandemic. Shortly thereafter, the City was approached by the Olympia School District (OSD) with a request to consider allowing OSD to utilize a 20-acre portion of the park site for a future secondary school to be constructed in ten years or more, either by OSD purchasing the property or trading an as-yet-to-be-identified parcel for the 20 acres; and

WHEREAS, as part of a larger public outreach effort around this concept, the Parks and Recreation Advisory Committee (PRAC) identified several questions and concerns with the potential partnership that needed further investigation; and

WHEREAS, a partnership decision has not been made, and OSD has contracted with Berger Partnership to further study the issues raised by PRAC; and

WHEREAS, the City would like to move forward with a Phase 1 design that would work with or without a partnership with OSD, and proposes an agreement that would authorize Berger Partnership to prepare these materials in support of grant requests and allow a portion of the project (Phase 1) to move forward and not lose valuable time while the partnership with OSD is under consideration;

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

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

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
DEPUTY CITY ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT
FOR
YELM HIGHWAY COMMUNITY PARK PHASE 1 DESIGN SERVICES**

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature below ("effective date"). The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and Berger Partnership P.S., a Washington professional services corporation ("Consultant").

A. The City seeks the temporary professional services of a skilled independent consultant capable of working without direct supervision, in the capacity of development of the Yelm Highway Community Park Phase 1 Design; and

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

NOW, THEREFORE, the Parties agree as follows:

1. Services.

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

2. Term.

The term of this Agreement commences on the effective date of this Agreement and continues until the completion of the Services, but in any event no later than December 31, 2023 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Consultant.

3. Termination.

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

4. Compensation.

A. Total Compensation. In consideration of the Consultant performing the Services, the City shall pay the Consultant an amount not to exceed Three Hundred and Ten Thousand and Seven Hundred and Eight Dollars and 42/100 Dollars (\$310,708.42) calculated as follows:

(i) Consultant's Fee. An amount not to exceed the sum of Three Hundred and Nine Thousand, Two Hundred and Eight Dollars and 42/100 Dollars (\$309,208.42); and

(ii) Reimbursable Expenses. The actual customary and incidental expenses incurred by Consultant in performing the Services including printing and other reasonable costs; provided,

however, that such costs must be deemed reasonable in the City's sole discretion and may not exceed One Thousand and Five Hundred and 0/100 Dollars (\$1,500.00).

B. Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, an invoice is submitted in the form specified by the City, which invoice specifically describes the Services performed, the name of Consultant's personnel performing such Services, the hourly labor charge rate for such personnel, and the invoice is approved by the appropriate City representative. The City shall make payment on a monthly basis, within thirty (30) days after receipt of an invoice.

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

5. Contract Managers.

All formal communications about this Agreement, contract deliverables, accomplishments, regulatory oversight, invoicing and requests for amendment must be coordinated directly between the Consultant and City's Contract Manager unless otherwise approved in writing by the City. The contract managers are as follows:

Consultant

Matt Martenson
Associate
1927 Post Alley, Ste. 2, Seattle, WA 98101
mattm@bergerpartnership.com
206-909-3890

City of Olympia

Laura Keehan
Parks Planning & Design Manager
PO Box 1967, Olympia, WA 98507
lkeeahan@ci.olympia.wa.us
360-570-5855

6. Compliance with Laws.

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

7. Assurances.

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

8. Independent Consultant/Conflict of Interest.

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

9. Equal Opportunity Employer.

A. In all Consultant services, programs, and activities, and all Consultant hiring and employment made possible by or resulting from this Agreement, Consultant, and Consultant's employees, agents, subcontractors, and representatives shall not unlawfully discriminate against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability, including sensory, mental or physical disabilities; provided, however, that the prohibition against discrimination in employment because of disability does not apply if the particular disability prevents the performance of the essential functions required of the position.

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

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

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Consultant shall complete and return the *Statement of Compliance with Nondiscrimination* attached as Exhibit C.

10. Confidentiality.

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

11. Indemnification/Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Work Product.

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

13. Books and Records.

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

A record owned, used, or retained by the City is a “public record” pursuant to RCW 42.56.010 and is subject to disclosure upon request under Washington’s Public Records Act, even if such record is in Consultant’s sole possession. Should the City request that Consultant provide the City with a record that the City, in its sole discretion, deems to be a public record, so that it may be produced in response to a public records request, and should Consultant fail to provide such record to the City within ten (10) days of the City’s request for such record, Consultant shall indemnify, defend, and hold the City harmless for any public records judgment, including costs and attorney’s fees, against the City involving such withheld record.

14. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City is not obligated to continue the Agreement after the end of the current fiscal period, and this Agreement automatically terminates upon the completion of all remaining Services for which funds are allocated. No penalty or expense accrues to the City in the event this provision applies.

15. General Provisions.

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

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

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

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

1. If the Consultant desires to assign this Agreement or subcontract any of its work hereunder, the Consultant shall submit a written request to the City for approval not less than

fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

S. Early Retirement from the State of Washington- Certification. By signing this form, you certify that no one being directly compensated for their services pursuant to this Agreement has retired

from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

CITY OF OLYMPIA

By: _____

Steven J. Burney, City Manager

P.O. Box 1967

Olympia WA 98507-1967

Date of Signature: _____

APPROVED AS TO FORM:

Michael M. Young

Deputy City Attorney

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

THE BERGER PARTNERSHIP:

By: *Guy Michaelson* _____

Guy Michaelson, Principal

1927 Post Alley, Ste. 2

Seattle, WA 98101

206-325-6877

Date of Signature: 07/01/2021

EXHIBIT A



June 7th, 2021

Laura Keehan
Parks Planning and Design Manager
Olympia Parks, Arts and Recreation Department
PO Box 1967
Olympia, WA 98507-1967

Proposal for Landscape Architectural Services - Yelm Hwy Community Park Phase 1 Design

Dear Laura,

We've greatly enjoyed collaborating with you and other OPARD staff on Yelm Highway Community Park throughout the master planning process. We understand while the master plan is still in progress that a need to develop Phase 1 design and documentation has been identified. We understand that the master plan will likely be completed while this Phase 1 scope is in progress—a portion of this scope is to coordinate with that in-progress master plan and to reconcile the Phase 1 design with the developing master plan.

Phase 1 design will include 1-2 full-size lighted rectangular synthetic turf fields, amenities to support the fields including a restroom, vehicular access and parking, as well as utilities. Phase 1 design may include a perimeter loop trail, a playground, sports courts, and other amenities as the budget allows.

This proposal outlines our proposed landscape architectural services including subconsultants to develop Phase 1 design and documentation in service of the following goals:

1. Develop 30% Design (drawings, outline specs, cost estimate) to convey costs, impacts, geographic area of park affected.
2. Support RCO grant application. Grant application will be prepared by the city, with supporting information provided by the consultant as part of this scope.
3. Develop and submit initial permitting and approvals packages addressing critical areas. These will be developed beyond the 30% milestone but not all the way to 60%, with the level of detail required determined by permitting requirements.
4. Position the Phase 1 Design in a timeline which would allow the project to be constructed in 2024. 60%, 90%, and 100% Design, Bid Administration, and Construction Administration are not included in this scope.

EXHIBIT A



2021/06/07

Laura Keehan

Olympia Parks, Arts and Recreation

Proposal for Landscape Architectural Services - Yelm Hwy Community Park Phase 1 Design

Page 2 of 7

Task 1: Site Area Reconciliation with In-Progress Master Plan (10% Design)

Duration: 1 month, forecast 7/2021 to 8/2021

Description: This phase builds off the Preferred Plan Option selected in 2020 as part of the master plan process. We will work closely with OPARD to determine and document geographic footprint area for Phase 1 elements, list and approximate scale of Phase 1 elements.

Subtasks and Deliverables:

1. Develop Phase 1 Concept Plan and Program, reconciled with in-progress master plan and potential secondary school.
2. Review Phase 1 Concept Plan with OPARD, gather feedback, and make edits.
3. Develop approach for how to show Phase 1 in the context of the existing park, proposed master plan, and potential secondary school campus site.
4. Prepare ROM cost estimate for Phase 1 including soft and construction costs with forecast total approximately 6 to 10 million USD.
5. Deliver Phase 1 Concept and Context Plan.
6. Includes (2) meetings with OPARD.

Task 2: 30% Design

Duration: 3 months, forecast 8/2021 to 11/2021

Description: In this phase, our multidisciplinary team will develop the Phase 1 design into drawings, outline specs, and take-offs to be used in Task 4: Cost Estimating.

Subtasks and Deliverables:

1. Research, identify, and confirm regulatory requirements. Utilize this information to inform development of 30% Deliverable.
2. Deliver 30% "Set" consisting of drawings, outline specs (in CSI format), and Phase 1 project narratives by discipline. Phase 1 drawings will include:
 - a. TESC/SWPP Plans
 - i. Includes protection of Critical Areas to remain unimpacted
 - b. Site Prep/Demo Plans
 - c. Soils Plans

EXHIBIT A



2021/06/07

Laura Keehan

Olympia Parks, Arts and Recreation

Proposal for Landscape Architectural Services - Yelm Hwy Community Park Phase 1 Design

Page 3 of 7

- i. Developed in compliance with WA DOE BMP T5.13
 - d. Horizontal and Vertical Control (grading) Plans – Pedestrian
 - i. Includes ADA compliance/routes
 - e. Horizontal and Vertical Control (grading) Plans - Vehicular
 - f. Stormwater Plans
 - g. Utility Plans
 - h. Field Plans
 - i. Material and Site Furnishing Plans
 - j. Planting Plans with Irrigation Notes
 - k. Building Floorplans and Elevations
 - l. Mechanical/Electrical/Illumination Plans
 - m. Relevant Detail Drawings
- 3. Develop detailed take-offs of all elements shown on drawings.
 - 4. Includes (2) meetings with OPARD.

Task 3: Critical Areas, Cultural Resources, and Environmental Submittals

Duration: 6 months, forecast 7/2021 to 12/2021

Description: We understand that the process to gain the necessary regulatory approvals for this project to be constructed may be the limiting factor in a hopeful 2024 construction start. Due to these long lead times, we propose to use this phase to get these processes well underway.

Subtasks and Deliverables:

- 1. Cultural Resource Investigations, Report, and Coordination with DAHP
 - a. Reviewing/Approving Party: Washington State DAHP
 - b. This subtask includes fees to compensate for cultural resources work already completed which focused on the collapsed brood house. This task also includes scope to finish that work.
- 2. Stormwater Technical Memorandum
 - a. Reviewing/Approving Party: Thurston County
- 3. Mazama Pocket Gopher survey to be conducted 6/2021 to 10/2021

EXHIBIT A



2021/06/07

Laura Keehan

Olympia Parks, Arts and Recreation

Proposal for Landscape Architectural Services - Yelm Hwy Community Park Phase 1 Design

Page 4 of 7

- a. Confirm this survey will be applicable to Construction 2024.
4. Critical Areas Reports/Information including as necessary: Wetland, Stream, Garry Oaks, Mazama Pocket Gophers
 - a. Reviewing/Approving Party for Pocket Gopher HCP: US Fish and Wildlife
 - b. Includes:
 - i. Documentation of mitigation sequencing and avoidance strategies
 - ii. Impact and mitigation plans and calculations
 - iii. Draft mitigation plans
 - iv. Takeoffs of all proposed mitigation elements to be used as part of Task 4: Cost Estimating
5. Includes (1) meeting for every month of duration to be used for regular consultant/owner check-ins (total of (6) meetings forecast).

Task 4: Cost Estimating

Duration: 1 month, forecast 11/2021 to 1/2022

Description: As part of this scope of work, RC Cost Group will join the team to provide cost estimating support for the project. Our team will provide takeoffs developed as part of other tasks under this scope to RC Cost Group. We will provide additional information necessary for the estimator to complete a detailed estimate, and we will provide review and quality control edits to the draft estimate.

Subtasks and Deliverables:

1. Develop, review, and deliver draft Phase 1 Construction and Soft Cost Estimate.
2. Finalize Phase 1 Estimate.
3. Includes (1) meeting with OPARD to present costs and field questions.

Task 5: Reconcile with Completed Master Plan

Duration: 2 months, forecast 2/2022 to 4/2022

Description: We project the master plan to be nearing completion as part of a separate scope in the first quarter of 2022. Once a final preferred plan has been identified, we will

EXHIBIT A



2021/06/07

Laura Keehan

Olympia Parks, Arts and Recreation

Proposal for Landscape Architectural Services - Yelm Hwy Community Park Phase 1 Design

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evaluate the 30% Deliverable against the final preferred plan and make any adjustments as necessary.

Subtasks and Deliverables:

1. Compare Final Preferred Plan developed as part of separate scope as part of master plan process. Identify any updates required to the 30% design.
2. Revise 30% Design drawings and cost estimate to respond to Final Preferred Plan as necessary to ensure Phase 1 design is compliant with vision established in master plan.
3. Includes (4) meetings with OPARD.

Task 6: RCO Support

Duration: 3 months, forecast 3/2022 to 6/2022

Description: The city will lead the process to prepare submittals for RCO grant applications and presentations. Our team will assist by providing information and graphics as necessary to support the application and grant process.

Subtasks and Deliverables:

1. Provide takeoffs, documents, information, as requested by OPARD to support OPARD-led grant application effort.
2. Respond to OPARD questions.
3. Develop (3) rendered views of the Phase 1 improvements.
4. Develop video fly through of the Phase 1 improvements.
5. Includes (3) meetings with OPARD.

Task 7: Project Management

Duration: 6/2021 to 6/2022

Description: This task provides for an average of 1.5 hours per week for a Berger Partnership Associate and 0.5 hours per week for a Berger Partnership Principal to perform project management activities such as scheduling, review, and coordination of subconsultant progress and deliverables; meetings with OPARD that are not covered specifically as part of other tasks; coordination of reviews and submittals; and issue resolution.

EXHIBIT A



2021/06/07

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Assumptions

1. Traffic Plans and Traffic Design (Heath and Associates) is not included as part of this scope exhibit. Heath and Associates will provide traffic services necessary to support this scope as part of the master plan (separate scope exhibit) and part of the Secondary School Study (separate scope exhibit).
2. All meetings are assumed to be web meetings unless noted otherwise.

Fees

Based on the scope of services identified at this time, we have established a fee for landscape architectural services as follows:

Berger Partnership

Task 1	\$10,440.00
Task 2	\$27,680.00
Task 3	\$19,630.00
Task 4	\$6,920.00
Task 5	\$8,680.00
Task 6	\$21,420.00
Task 7	\$19,147.50
Berger Partnership Subtotal	\$113,917.50

Subconsultants

RC Cost Group (Cost Estimating)	\$3,500.00
D.A. Hogan (Fields)	\$8,785.00
Shannon & Wilson (Environmental)	\$79,722.20
LPD Engineering (Civil)	\$26,000.00
Schemata (Architecture)	\$31,700.00
GDM (Mechanical)	\$13,540.00
Willamette CRA (Cultural Resources)	\$6,740.00
Cross Engineers (Electrical)	\$7,550.00

Subconsultant Mark-Up & Reimbursables

Consultant Markup	\$17,753.72
Reimbursable Allowance	\$1,500.00

Total **\$310,708.42**

Fees will be billed monthly based upon the percentage of work completed. Services beyond those noted in this proposal will be billed as additional services on an hourly basis as follows, or lump sum fees can be negotiated:

EXHIBIT A



2021/06/07

Laura Keehan

Olympia Parks, Arts and Recreation

Proposal for Landscape Architectural Services - Yelm Hwy Community Park Phase 1 Design

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Principal	\$210.00 per hour
Associate	\$165.00 per hour
Project Manager	\$135.00 per hour
Landscape Designer	\$110.00 per hour
Administrative Staff	\$95.00 per hour

Fees may be subject to renegotiation if the proposal is not accepted within 30 days. If the duration of the contract exceeds one year, hourly rates may be subject to annual adjustments at the anniversary date of the contract.

If this proposal meets with your approval, please sign one copy and return it to our office. If you have questions, would like more information, or wish to make any modifications, please do not hesitate to contact us. We look forward to working with you on the Yelm Highway Community Park Phase 1 Design. Work will be scheduled upon our receipt of the signed proposal.

Sincerely,

Berger Partnership PS

A handwritten signature in black ink, appearing to read "Andy Mitton".

Andy Mitton
Principal, PLA

A handwritten signature in black ink, appearing to read "Matt Martenson".

Matt Martenson
Associate, PLA

APPROVED:

Date

Exhibit "B"

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

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

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.

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

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance by the use of at least two of the measures specified above.

(Signature)

(Date)

Andy Mitton

Print Name of Person Signing

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

(Sole Proprietor Signature)

(Date)

Exhibit "C"
EQUAL BENEFITS COMPLIANCE DECLARATION

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

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

THE BERGER PARTNERSHIP

Consultant Name

Signature

Andy Mitten
Name (please print)

Date

Principal
Title



January 22, 2021

Dear City Council,

On December 17, 2020, the Olympia Parks, Arts, and Recreation Department (OPARD) and the Olympia School District (OSD) presented to PRAC a proposal to potentially co-locate a new secondary school at the Yelm Highway Community Park. After a lengthy discussion, PRAC voted unanimously to form a subcommittee to more thoroughly explore this proposal in order to provide City Council with its requested recommendation on the matter.

The subcommittee met on December 30 and discussed both potential benefits and impacts of the co-location proposal while also acknowledging the challenge of formulating a recommendation so early in the proposal stage when, understandably, concrete details and clarity on the real benefits of the co-location to the parks community are not yet available.

At PRAC's January 21, 2021, meeting, the subcommittee presented its concerns about the proposal and discussed each one with the committee, OPARD, and OSD staff for nearly two hours. During this time, the committee acknowledged potential benefits of the proposal such as cost sharing, acquiring park property for additional rectangular playing fields and/or park amenities through an OSD land exchange, public access to OSD gym annex and tennis courts at the Yelm Highway Park site, supporting an opportunity for a successful partnership between OSD and OPARD, supporting a potential new paradigm for OSD-OPARD shared-use recreational facilities to benefit our community.

However, PRAC voted (4-Yes, 3-No) to recommend City Council **not** continue exploring a partnership between OSD and OPARD to locate a secondary school on the Yelm Highway Community Park site based on the eight concerns presented below:

1. **Olympia's need for a community park with four (4) dedicated rectangular fields is well established, the promise for such fields long promised.** Reducing the number of fields owned and managed by OPARD from four (4) to three (3) does not comport with goals and priorities articulated in several long-standing documents published by the City of Olympia. In the 2002 *Parks, Arts & Recreation Plan*, the need for "full-sized, lighted, outdoor, all-weather soccer fields in a developed community park" was identified as a priority. In 2004, the Yelm Highway Community Park was listed as a proposed project to be funded by the voter-approved 3% increase in utility tax (VUT). Both 2010 and 2016 *Parks, Arts & Recreation Plans* stated as a priority the need for a large, community park site for rectangular playing fields. In addition to adding rectangular fields to the Parks system, it is imperative to have all four fields on one park property to support tournament play. In the City's 2014 *Community Park Suitability Assessment*, all the remaining undeveloped parcels large enough for a community park within the City and its Urban Growth Area were assessed, identified, and evaluated. The Yelm Highway

parcel stood out as the preferred site to purchase for a new community park most suitable for accommodating four rectangular playing fields.

2. **The co-location proposal lacks public support.** A November 2020 Engage Olympia poll revealed that 49.6% of the public was unsupportive of the co-location proposal; 26.6% were supportive, 18.3 percent were neutral and 5.5% needed more information. For nearly two decades, the community has been strongly and consistently supportive of realizing the vision for this community park. To support that vision citizens chose to tax themselves twice--through the VUT in 2004 and Metropolitan Parks District (MPD) in 2016.

3. **The terms of a future joint-use agreement for shared amenities, however generous, are not likely to serve the parks community.** By prioritizing one of the four (4) rectangular fields for OSD school use--as OSD has proposed--the community will face the very problems with availability and scheduling it sought to alleviate through the acquisition of the Yelm Community Park site for four (4) Parks-dedicated fields. Priority for this field will be school athletics not recreational athletic programs. Further, it is not clear how this facility would be managed indifferent to other high school sports stadiums in the Olympia area. Locking gates and restricting access to park amenities does not support inclusivity and equity in our city parks. The committee also has concerns of differential costs for renting the OSD field as compared to the OPARD fields.

4. **The benefits to the parks community are not evident.** The benefit of cost sharing from the co-location proposal has been often stated, but no sense of the scale of costs (for utilities, frontage improvements, site lighting, parking, driveways, traffic improvements, etc.) have been offered to support this. The main benefit to the public of this park is to have four (4) dedicated rectangular fields and other amenities identified as needs since 2003. These needs have been vetted through a significant public process in each preceding park plans. It is difficult to understand what benefit the public will experience by reducing access to the fourth rectangular field and eliminating and/or reducing several planned amenities. The addition of OSD recreational amenities (with restricted use) have not been identified as park needs, and reduces the park by 19 acres. The public strongly supports the vision for its city parks, which includes the acquisition of four (4) rectangular playing fields as documented in the 2003, 2010, and 2016 *Parks, Arts, and Recreation Plans*.

5. **Cost-benefit analysis necessary but likely to cause unacceptable delays.** A cost-benefits analysis, ideally undertaken at OSD expense, will likely be clarifying but may also likely to cause unacceptable delays in project start *despite* the notion/assumption that cost sharing for up-front expenses could expedite and expand the scale of Phase 1 of the project. Without a cost-benefit analysis, there is no clear statement on how costs would align with current schedule of park development. There is no sense of scale of shared costs. It is not clear whether OSD use requirements would lead to Park Dept. "sharing" more than their fair share due to potentially higher costs incurred not only from site development and construction but also from maintenance of added infrastructure and amenities stipulated by OSD. The suggestion that there will be increased safety in the park and

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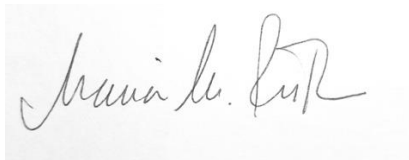
Page 3

parking lots from more regular use and “eyes on the park” is a distraction. Upstanding park users as well as perpetrators of vandalism and other illegal behaviors have “eyes on the park.”

6. **Many unanswered questions create considerable uncertainty/risk.** No estimates as to the scale of OSD’s share of costs has been provided. The public has no assurance that any potential monetary benefit to Parks will be realized and will offset potential impacts to this park caused by co-location. Providing answers to many outstanding questions are likely to cause delays in project start and contribute to “fallacy of sunken costs” in which the co-location becomes inevitable due to significant investment of OSD and OPARD time, money, and effort *despite* realization (based on cost-benefit analysis, for instance) that project should perhaps not be pursued.
7. **Park-like aesthetic compromised by co-location.** To accommodate a secondary school and related infrastructure on 19 acres of the park property, the preliminary co-location concept plan show necessary loss of park amenities such as the great lawn, community garden, more than half the picnic shelters, two-thirds of pickleball courts, half the playgrounds, a water feature/sprayground, nature/meadow running loop, vegetated buffers between parking lots and private property to reduce noise/visual disturbance. Co-location requires an increase of parking spaces, from 750 to 1090 spaces, and relocation of the parking lots to the very center of the park instead of the periphery as currently conceptualized. The park-like aesthetic will also be degraded by the increase in vehicular traffic and the addition of on-site driveways to handle this extra traffic flow.
8. **Environmental impacts from co-location could be significant and costly to mitigate.** The increase in size of parking spaces (from 750-1090 spaces), additional driveways, school-building roof, and other impervious surfaces as well as increased vehicular traffic will significantly increase demands on needed storm-water management system. Currently, no concept plan includes a storm-water management pond or other feature to trap runoff and protect 13.5 acres of sensitive wetlands in the park. Accommodating runoff from extra impervious surfaces related to OSD site use is likely to require an increase in the size of the required storm-water feature, further reducing the available area for park use.

Members of PRAC are grateful for the opportunity to provide City Council with this recommendation and rationale for you to consider in your future discussions of this proposal.

Respectfully,

A handwritten signature in black ink, appearing to read "Maria Ruth", is written over a light blue rectangular background.

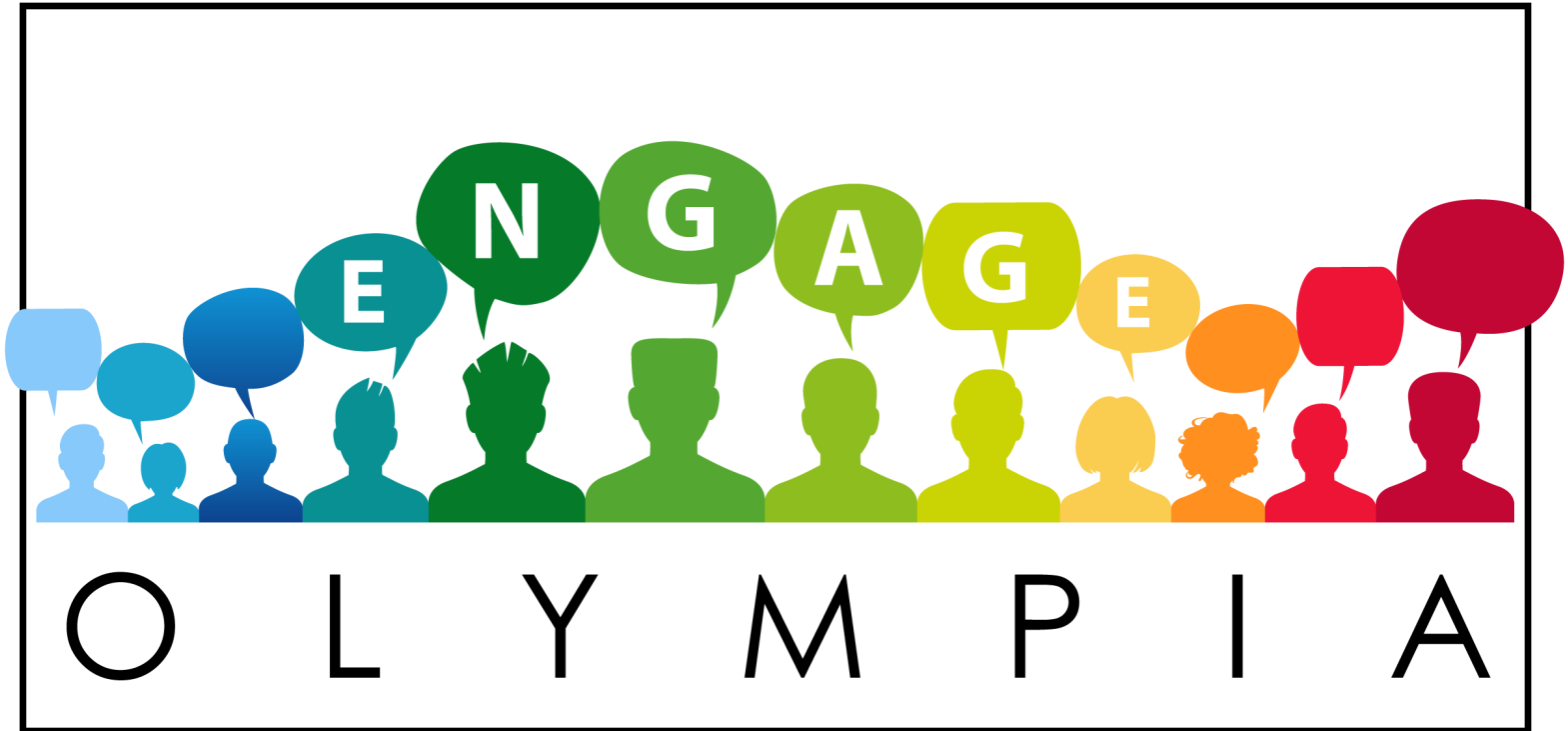
Maria Ruth, Chair
Parks and Recreation Advisory Committee (PRAC)



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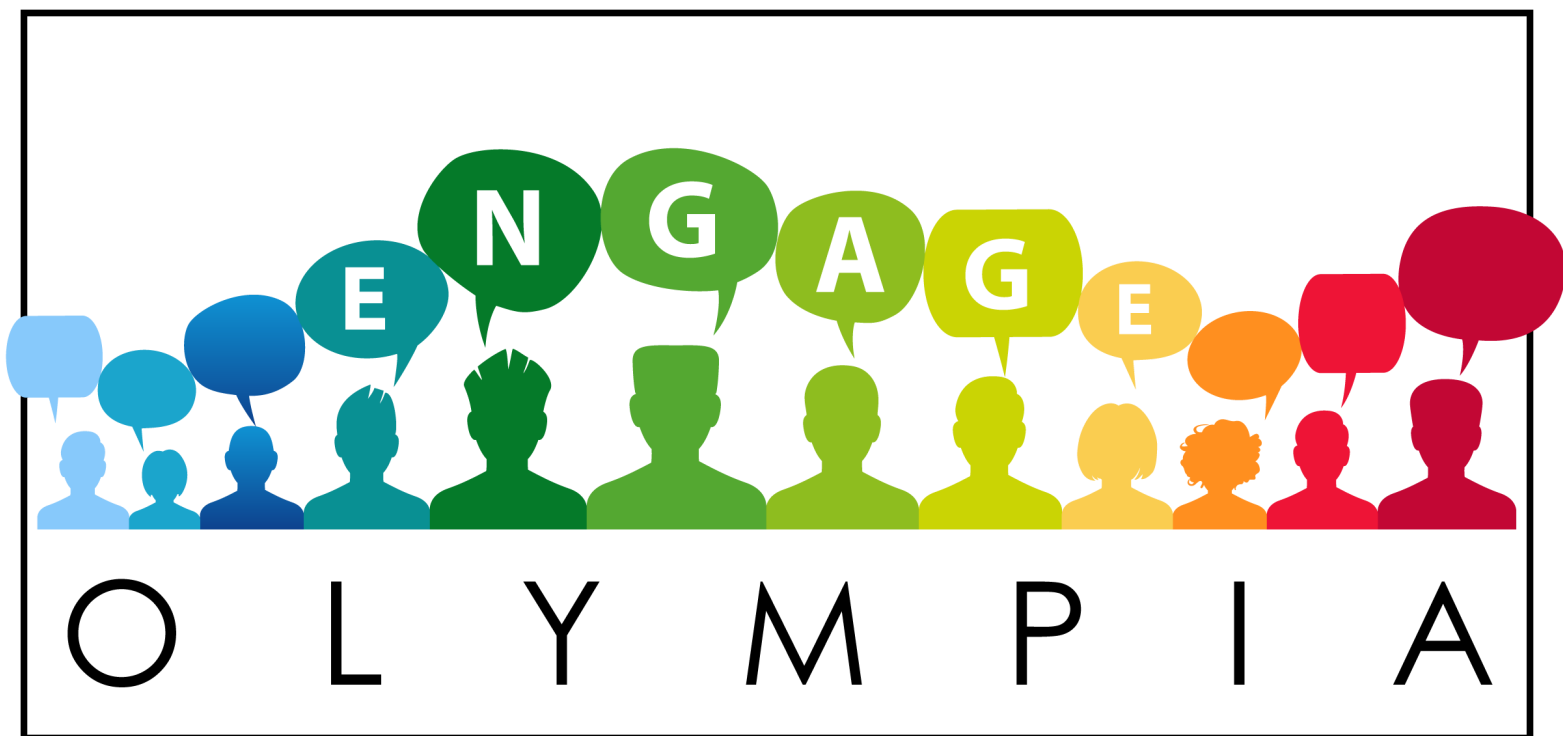
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Yelm Highway Community Park Master Plan



Yelm Highway Community Park Joint Public Meeting



Update: Potential partnership with Olympia School District

The Olympia Parks, Arts & Recreation Department (OPARD) is launching the next phase of the public input process for the future Yelm Highway Community Park with some news on a potential big partnership opportunity that we would like to share with the community.

The master planning project was delayed in March of 2020 due to the pandemic, at which time OPARD was approached by the Olympia School District (OSD) with a request to consider a property trade that would include co-locating a future high school (10+ years out) at the future Yelm Highway Park site. Over the last few months staff from both entities have explored the idea further and have information to share about the opportunities and impacts of partnership at this location.

Public meeting

In a joint public meeting, hosted over Zoom, OPARD and OSD described the concept and answered questions from the community. You can:

- watch a recording of this meeting at the top of this page,
- [view the PowerPoint presentation](#), or
- [review the Q&A from the the meeting](#).

History of the project

In 2018, the City of Olympia purchased the property at 3323 Yelm Highway for a future community park. Approximately 60 percent of the property currently consists of fields used for strawberry production. A berry stand and gravel parking area are located at the north end of the property along Yelm Highway. Much of the southern half of the property is wooded.

We are developing a design concept to guide future park development in a phased approach. The master plan will incorporate active and passive recreational amenities, preservation and protection of critical areas, and integration of public art into the design.

[NEWS FEED](#)[SURVEYS](#)

Parks & Recreation Advisory Committee Recommendation

25 Feb 2021



Olympia's Parks and Recreation Advisory Committee (PRAC) discussed the idea of whether to co-locate a secondary school at the Yelm Highway Community Park site at their December 2020 and January 2021 meetings. Following a study of the issues, PRAC voted to not recommend co-locating a secondary school at the site.

- [View PRAC's letter to City Council](#)

Survey Results

04 Jan 2021



The results from the latest outreach survey are now available.

- [View survey results summary presentation](#)
- [View summary of write-in responses](#)

Potential partnership with Olympia School District

29 Oct 2020



The Olympia Parks, Arts & Recreation Department (OPARD) is launching the next phase of the public input process for the future Yelm Highway Community Park with some news on a potential big partnership opportunity that we would like to share with the community.

The master planning project was delayed in March of 2020 due to the pandemic, at which time OPARD was approached by the Olympia School District (OSD) with a request to consider a property trade that would include co-locating a future high school (10+ years out) at the future Yelm Highway Park site. Over the last few months

[Continue reading...](#)

Outreach Survey #2 Results

09 Jun 2020



A second survey about the future community park on Yelm Highway was available from February 28 - April 20, 2020. The survey questions helped the design team understand what the community prefers in the three concept drawings sketched for the park.

- [View survey analysis...](#)

Survey Results Available

17 Dec 2019



A survey about the future community park on Yelm Highway was available from Sep. 18 - Oct. 13. We asked what types of features and activities people would like to see, their proximity to the park, and any questions and concerns they have.

- [View survey analysis...](#)

PARK SURVEY ANALYSIS

SURVEY QUESTION #1: What types of park features and activities would you most like to see at this future park?



Yelm Highway Community Park Master Plan

REGISTER

to get involved!

Who's listening

Laura Keehan

Parks Planner
City of Olympia

Phone 360-570-5855
Email lkeehan@ci.olympia.wa.us



Public Meetings

City Council Meeting

- Tuesday, July 13, 2021
- 7 p.m.
- City Council Chambers, 601 4th Ave E

Timeline



Site Analysis, Opportunities & Constraints

Summer 2019



Vision & Programming

Fall 2019



Schematic Design Alternatives

Winter 2019/20



Pause due to COVID-19

Spring/Summer 2020



Explore Potential Partnership with Olympia School District

Fall 2020/Winter 2021



Preferred Master Plan

Spring/Summer 2021



Final Master Plan

Fall/Winter 2021






Document Library



[PRAC Recommendation Letter \(764 KB\) \(pdf\)](#)



[Survey Results Summary Presentation \(24.5 MB\) \(pdf\)](#)

-  [Summary of Survey Write-in Responses \(673 KB\) \(pdf\)](#)
-  [Questions and Answers from the Public Meeting \(157 KB\) \(pdf\)](#)
-  [Joint Public Meeting Presentation \(24.5 MB\) \(pdf\)](#)
-  [Outreach Survey #2 Results \(367 KB\) \(pdf\)](#)
-  [Concept Plans.pdf \(12.6 MB\) \(pdf\)](#)
-  [Yelm Highway Park Survey Analysis \(35.7 MB\) \(pdf\)](#)
-  [2014 Community Park Site Suitability Study \(11.1 MB\) \(pdf\)](#)
-  [Parks, Arts & Recreation Plan](#)

FAQ



Yelm Hwy FAQ

[How can I be further involved?](#)

[What is the timeline?](#)

[What happens to Spooner's Berry Farm?](#)

[What's the design process?](#)

[How can I stay informed about the project?](#)

[What will the soccer facilities be?](#)

[What will be the traffic impacts?](#)

[Why do we need this project?](#)

[Is there contaminated soil on site?](#)

[Will there be noise or light pollution?](#)

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