



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, July 21, 2020

5:30 PM

Online or via phone

Register to attend:

https://us02web.zoom.us/webinar/register/WN_VabAViGdR6qpURdgUnIX5Q

- 1. ROLL CALL**
- 1.A ANNOUNCEMENTS**
- 1.B APPROVAL OF AGENDA**
- 2. SPECIAL RECOGNITION - None**
- 3. PUBLIC COMMENT**

Estimated Time: 0-30 Minutes

During this portion of the meeting, citizens may address the City Council regarding items related to City business, including items on the Agenda. In order for the City Council to maintain impartiality and the appearance of fairness in upcoming matters and to comply with Public Disclosure Law for political campaigns, speakers will not be permitted to make public comments before the Council in these three areas: (1) on agenda items for which the City Council either held a Public Hearing in the last 45 days, or will hold a Public Hearing within 45 days, or (2) where the public testimony may implicate a matter on which the City Council will be required to act in a quasi-judicial capacity, or (3) where the speaker promotes or opposes a candidate for public office or a ballot measure.

Individual comments are limited to three (3) minutes or less. In order to from 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.

REMOTE MEETING PUBLIC COMMENT INSTRUCTIONS:

During this time, the Olympia City Council will hold business meetings remotely using Zoom. Live public comments will be taken during the meeting but advance registration is required. The link to register is at the top of the agenda.

After you complete the registration form, you will receive a link by email to log onto or call into Zoom for use at the meeting day and time. If you plan on calling into the meeting, you will need to provide your phone number at registration so you can be recognized during the meeting.

Once connected to the meeting you will be auto-muted. At the start of the public comment period, the Mayor will call participants by name to speak in the order they signed up. When it is your turn to speak, your microphone will be unmuted, once three minutes concludes your microphone will be muted again.

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)**4. CONSENT CALENDAR***(Items of a Routine Nature)*

- 4.A** [20-0572](#) Approval of July 14, 2020 City Council Meeting Minutes

 Attachments: [Minutes](#)
- 4.B** [20-0571](#) Bills and Payroll Certification

 Attachments: [Bills and Payroll](#)
- 4.C** [20-0543](#) Approval of a Bid Award for the Reservoir Seismic Retrofit Project

 Attachments: [Summary of Bids](#)
 [Vicinity Map](#)
- 4.D** [20-0544](#) Approval of a Bid Award for the Capital Village Watermain Replacement Project

 Attachments: [Vicinity Map](#)
 [Summary of bids](#)
- 4.E** [20-0566](#) Approval of Community Development Block Grant Reallocation of Existing Program Funds
- 4.F** [20-0568](#) Approval of Community Development Block Grant Program Year 2020 Annual Action Plan

 Attachments: [Citizen Summary](#)
 [Annual Action Plan](#)
- 4.G** [20-0497](#) Approval of a Resolution Authorizing an Interlocal Agreement with the Washington State Department of Enterprise Services for Fire Protection Services

 Attachments: [Resolution](#)
 [Agreement](#)
- 4.H** [20-0498](#) Approval of a Resolution Authorizing an Interlocal Agreement with Washington Consolidated Technology Services for Fire Protection Services

 Attachments: [Resolution](#)
 [Agreement](#)
- 4.I** [20-0550](#) Approval of a Resolution Authorizing a Sublease Agreement with Fiddlehead Marina for a Portion of Percival Landing

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

- 4.J [20-0562](#) Approval of a Resolution Authorizing a Right-of-Way Use Agreement with Fiddlehead Marina, Inc.
Attachments: [Resolution](#)
 [Agreement](#)
- 4.K [20-0564](#) Approval of a Resolution Authorizing an Agreement with Interfaith Works for Use of Building and Parking Lot Located at 2828 Martin Way
Attachments: [Resolution](#)
 [Agreement](#)
- 4.L [20-0567](#) Approval of a Resolution to Authorize a Supplemental Terms and Conditions Agreement with Western Peterbilt, Inc. to purchase One Refuse Collection Truck
Attachments: [Resolution](#)
 [Agreement](#)
 [Resolution No. 2043](#)
- 4.M [20-0581](#) Approval of a Resolution Authorizing the Appropriation of \$1,000,000 of Economic Development Reserves to Support Community Economic Recovery Efforts
Attachments: [Resolution](#)

4. SECOND READINGS (Ordinances)

- 4.N [20-0547](#) Approval of an Ordinance Amending Ordinance 7245 (Operating, Special and Capital Budgets)
Attachments: [Ordinance](#)

4. FIRST READINGS (Ordinances) - None

5. PUBLIC HEARING - None

6. OTHER BUSINESS - None

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

City Council

Approval of July 14, 2020 City Council Meeting Minutes

Agenda Date: 7/21/2020
Agenda Item Number: 4.A
File Number:20-0572

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

Title

Approval of July 14, 2020 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, July 14, 2020

5:30 PM

Online or via Phone

Register to attend:

https://us02web.zoom.us/webinar/register/WN_vzWI0PxVRn-gVUeqbWuLGA

1. ROLL CALL

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

1.A ANNOUNCEMENTS

Strategic Communications Director Kellie Purce Braseth announced an upcoming virtual Town Hall series for the next four weeks beginning July 23, at 4:00 p.m. around racial justice topics.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION - None

3. PUBLIC COMMENT

The following people spoke: Javoen Byrd, Angela Edwards, Charlie Kirry, Stacey Genzlinger, Kai Adams, David Ross, Carole Lynch, Corey Gaunu, Meg Martin, Rene Dars, Philip VanDevanter, Larry Dzieza, Kye Brown, and Peter Diaz.

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

Councilmembers responded to speaker comments.

City Manager Jay Burney reported on the vandalism and destruction downtown this past week.

4. CONSENT CALENDAR

4.A [20-0552](#) Approval of July 7, 2020 City Council Meeting Minutes

The minutes were adopted.

- 4.B** [20-0553](#) Approval of July 8, 2020 Study Session Meeting Minutes

The minutes were adopted.

- 4.C** [20-0519](#) Approval of the Proposed Scope for 2020 Engineering Design and Development Standards Update

The decision was adopted.

- 4.D** [20-0542](#) Approval of Bid Award for the Hands On Children's Museum Roof Replacement Project

The contract was adopted.

- 4.E** [20-0520](#) Approval of a Resolution Authorizing an Interlocal Agreement with the City of Fife for Joint Purchase Agreement

The resolution was adopted.

4. SECOND READINGS (Ordinances) - None

4. FIRST READINGS (Ordinances)

- 4.G** [20-0547](#) Approval of an Ordinance Amending Ordinance 7245 (Operating, Special and Capital Budgets)

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

Approval of the Consent Agenda

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

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

PULLED FOR ACTION FOLLOWING CONSENT CALENDAR

- 4.F** [20-0551](#) Approval of a Resolution Amending Resolution No. M-2137 by Adding a Third Exemption to the Moratorium on the Use by the Olympia Police Department of Less-Than-Lethal Agents for Crowd Control Purposes During the Period of the Coronavirus COVID-19 Pandemic

Councilmember Parshley moved, seconded by Mayor Pro Tem Bateman, to approve the resolution amending Resolution No. M-2137 by adding a third exemption to the moratorium on the use by the Olympia Police Department of less-than-lethal agents for crowd control purposes during the Coronavirus COVID-19 Pandemic. The motion carried by the following vote:

Aye: 6 - Mayor Selby, Mayor Pro Tem Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Madrone and Councilmember Parshley

Nay: 1 - Councilmember Rollins

5. PUBLIC HEARING

5.A [20-0459](#) Public Hearing on Master Permit Transfer with Noel Communications

City Engineer Fran Eide gave a brief presentation on the master permit transfer request.

Councilmembers asked clarifying questions.

Mayor Selby opened the public hearing at 6:28 p.m. No one spoke, so the public hearing was closed at 6:28 p.m.

Councilmember Gilman moved, seconded by Councilmember Parshley, to adopt a resolution to approve the request to transfer the master permit from Noel Communications to Wholesail Networks LLC. The motion carried by the following vote:

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

5.B [20-0516](#) Public Hearing on the Draft Community Development Block Grant Reallocation of Existing Program Funds

Senior Program Specialist Jessica Pollett gave a presentation on the reallocation of existing program funds for a sewer extension project.

Councilmembers asked clarifying questions.

Mayor Selby opened the public hearing at 6:37 p.m. No one spoke, so the public hearing was closed at 6:37 p.m.

The public hearing was held and closed.

5.C [20-0515](#) Public Hearing on the Draft Community Development Block Grant 2020 Action Plan

Ms. Pollett gave a brief presentation on proposed funding for the 2020 annual Action Plan.

Councilmembers asked clarifying questions.

Mayor Selby opened the public hearing at 6:47 p.m. Lisa Smith spoke. Mayor Selby closed the public hearing at 6:51 p.m.

The public hearing was held and closed.

6. OTHER BUSINESS

- 6.A** [20-0546](#) Approval to Appropriate \$1,000,000 of Economic Development Reserves to Support Community Economic Recovery Efforts

Economic Development Director Mike Reid gave a presentation on COVID-19 recovery efforts to date and outlined a funding strategy to continue the work.

Councilmembers asked clarifying questions.

Councilmember Cooper moved, seconded by Councilmember Parshley, to approve the appropriation of an additional \$1,000,000 of economic development reserves to support community economic recovery efforts, and direct staff to bring forward a resolution memorializing the decision and include the appropriation in the third quarter budget amendment ordinance which will be presented to Council in October 2020. The motion carried by the following vote:

Aye: 7 - Mayor Selby, Mayor Pro Tem Bateman, Councilmember Cooper, Councilmember Gilman, 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 attended.

8.B CITY MANAGER'S REPORT AND REFERRALS - None

9. ADJOURNMENT

The meeting was adjourned at 7:53 p.m.



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

City Council

Bills and Payroll Certification

Agenda Date: 7/21/2020
Agenda Item Number: 4.B
File Number:20-0571

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

Title

Bills and Payroll Certification

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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

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

FOR PERIOD 6/14/2020 8/20/2020

FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED 3726731 THROUGH 3726934

FOR OTHER ELECTRONIC PAYMENTS DATED THROUGH

INCLUSIVE IN THE AMOUNT TOTALING

DATED 6-23-2020 ADMINISTRATIVE SERVICES DIRECTOR Robbie L. Sullivan

TOTAL APPROVED FOR PAYMENT

FUND	
\$1,715,915.72	001 GENERAL FUND
\$0.00	002 SHOP FACILITIES
\$14,703.56	003 REVOLVING ACCOUNT FUND
\$0.00	004 URBAN ARTERIAL FUND
\$83.12	005 Development Fee Revenue
\$8,766.39	007 Parking Fund
\$47,947.08	014 LEOFF 1 OPEB Trust Fund
\$0.00	21 Washington Center Endow
\$46.19	025 WASHINGTON CENTER
\$0.00	026 MUNICIPAL ARTS FUND
\$2,357.60	029 EQUIP & FACIL REPLACE RES
\$0.00	107 HUD
\$0.00	108 HUD
\$0.00	127 IMPACT FEES
\$0.00	130 SEPA MITIGATION FUND
\$0.00	132 LODGING TAX FUND
\$0.00	133 ARTS AND CONFERENCE FUND
\$0.00	134 PARKS AND REC SIDEWALK UT TAX
\$0.00	135 PARKING BUSINESS IMP AREA
\$0.00	136 FARMERS MKRT REPAIR/REPLC
\$0.00	137 CHILDREN'S HANDS ON MUSEUM
\$0.00	138 TRANS BENEFIT DISTRICT
\$1,043,888.04	140 REET
\$543,131.39	141 Oly Metro Park District
\$0.00	142 HOME FUND
\$0.00	208 LID OBLIGATION CONTROL
\$0.00	216 4th/5th AVE PW TRST
\$0.00	223 LTGO BOND FUND '06-PARKS
\$0.00	224 UTGO BOND FUND 2009 FIRE
\$0.00	225 CITY HALL DEBT FUND
\$0.00	226 2010 LTGO BOND-STREETPROJ
\$0.00	227 LOCAL DEBT FUND
\$0.00	228 2010B LTGO BONDS-HOCM
\$0.00	230 LTGO Bond Fund 2016
\$588,697.88	317 CIP
\$503,165.66	318 Home Fund
\$0.00	322 4/5th AVE CORRIDOR/BRIDGE
\$0.00	323 CIP CONST FUND - PARKS
\$0.00	324 FIRE STATION 4 CONSTRUCT
\$0.00	325 CITY HALL CONST
\$0.00	326 TRANSPORTATION CONST
\$0.00	329 GO BOND PROJECT FUND
\$0.00	331 FIRE EQUIPMENT REPLACEMENT FUND
\$44,975.76	401 WATER
\$13,442.82	402 SEWER
\$300,833.17	403 SOLID WASTE
\$43,246.17	404 STORM AND SURFACE WATER
\$0.00	417 W/S REV BOND REDEMPTION
\$0.00	418 Stormwater Debt Service Fund
\$1,650.00	434 STORM AND SURFACE WATER CIP
\$3,730.34	461 WATER CIP FUND
\$1,043,888.06	462 SEWER CIP FUND
\$0.00	463 SOLID WASTE/ADVERTISING
\$4,166.30	501 EQUIPMENT RENTAL
\$1,043,988.06	502 C. R. EQUIPMENT RENTAL
\$0.00	503 UNEMPLOYMENT COMPENSATION
\$0.00	504 INS TRUST FUND
\$0.00	505 WORKERS COMPENSATION
\$0.00	604 FIREMEN'S PENSION FUND
\$0.00	605 CUSTOMERS WATER RESERVE
\$0.00	621 WASHINGTON CENTER ENDOW
\$0.00	631 PUBLIC FACILITIES
\$0.00	682 LAW ENFORCEMENT RECORD MGMTSYS
\$0.00	701 PARKS-NEIGHBORHOOD
\$0.00	702 PARKS-COMMUNITY
\$0.00	703 PARKS-OPEN SPACE
\$0.00	707 PARKS-SPECIAL USE
\$0.00	711 TRANSPORTATION
\$0.00	720 SCHOOLS

\$6,969,523.31 GRAND TOTAL FOR WEEK

Reconciliation of Superior All Checks Register to Expenditure Summary			
Data From Superior All Checks Register			
Description	From Check	to Check	Check Amount
Payroll A/P (vendors) Checks	20166	20166	2,003,783.33
Payroll A/P (vendors) Checks	20167	20167	2,715,656.94
Payroll A/P (vendors) Checks	201666	201666	500,000.00
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Subtotal			5,219,440.27
VOID CHECKS			(863.39)
EFT			706,990.22
A/P Checks			1,044,956.12
Grand Total			6,969,523.31
Proof			0.00

	AP 6/16/2020	AP/EDT 6/16/2020	PAYROLL 6/17/2020	AP 6/18/2020	TOTAL
001	\$809,321.87	\$543,131.38	285,124.53	78,337.94	1,715,915.72
002					0.00
003	13,198.00			1,505.56	14,703.56
004					0.00
006				83.12	83.12
007	9,766.39				9,766.39
014	39,857.08			8,090.00	47,947.08
021					0.00
025				46.19	46.19
026					0.00
029				2,357.60	2,357.60
107					0.00
108					0.00
127					0.00
130					0.00
132					0.00
133					0.00
134					0.00
135					0.00
136					0.00
137					0.00
138					0.00
140		\$1,043,888.04			1,043,888.04
141		\$543,131.39			543,131.39
142					0.00
208					0.00
216					0.00
223					0.00
224					0.00
225					0.00
226					0.00
227					0.00
228					0.00
230					0.00
317	80,570.03	500,756.67		7,371.18	588,697.88
318		500,756.67		2,408.99	503,165.66
322					0.00
323					0.00
324					0.00
325					0.00
326					0.00
329					0.00
331					0.00
401	612.29			44,363.47	44,975.76
402	13,180.49			262.33	13,442.82
403	271.48			300,661.69	300,933.17
404	39,351.57			3,894.60	43,246.17
417					0.00
418					0.00
427					0.00
434				1,650.00	1,650.00
461	3,730.34				3,730.34
462		1,043,888.06			1,043,888.06
463					0.00
501	1,345.94			2,820.38	4,166.32
502		1,043,888.06			1,043,888.06
503					0.00
504					0.00
505					0.00
604					0.00
605					0.00
621					0.00
631					0.00
682					0.00
701					0.00
702					0.00
703					0.00
707					0.00
711					0.00
720					0.00
TOTALS	\$1,011,205.48	\$5,219,440.27	\$285,124.53	\$463,753.03	\$6,969,523.31

PREPARED 06/23/2020,12:08:00
PROGRAM: GM172L
CITY OF OLYMPIA
BANK: 01 US Bank - Accounts Payable

VOIDED CHECKS REGISTER
SELECTED BY VOID DATE
FROM: 06/14/2020 TO: 06/20/2020

PAGE 1
ACCOUNTING PERIOD 06/2020
REPORT NUMBER 75

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE VOIDED	BANK CODE	PURGED	ORIGINAL AMOUNT
3694041	7551	LARRY ROHR	11/02/2017	.00	06/16/2020	01	PURGED	108.00
3694370	30402	KIMBALLS RANCH	11/14/2017	.00	06/16/2020	01	PURGED	755.30
3726829	20407	COPIERS NORTHWEST INC	06/18/2020	.00	06/18/2020	01	PURGED	.00
3726852	30518	HP INC	06/18/2020	.00	06/18/2020	01	PURGED	.00
3726926	26930	WEIKS CORPORATION	06/18/2020	.00	06/18/2020	01	PURGED	.00
3726927	26930	WEIKS CORPORATION	06/18/2020	.00	06/18/2020	01	PURGED	.00

BANK: 01 US Bank - Accounts Payable

NO. OF CHECKS: 6

CHECKS VOIDED

.00

863.30 ***

PREPARED 06/23/2020,12:08:00
PROGRAM: GM172L
CITY OF OLYMPIA
BANK: 01 US Bank - Accounts Payable

VOIDED CHECKS REGISTER
SELECTED BY VOID DATE
FROM: 06/14/2020 TO: 06/20/2020

PAGE 2
ACCOUNTING PERIOD 06/2020
REPORT NUMBER 75

CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE VOIDED	BANK CODE	ORIGINAL AMOUNT
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TOTAL FOR ALL BANKS

NO. OF CHECKS: 6

TOTAL CHECKS VOIDED

.00

863.30 ***

PREPARED 06/23/2020, 12:08:05
PROGRAM: GMI176L
CITY OF OLYMPIA
BANK: 01 US Bank - Accounts Payable

ELECTRONIC FUNDS TRANSFER REGISTER
FROM: 06/14/2020 TO: 06/20/2020

PAGE 1
ACCOUNTING PERIOD 06/2020

PAYMENT NO	VENDOR NO	VENDOR NAME	TRANSFER DATE	AMOUNT	TRACE NUMBER	EFT BATCH	BANK CODE
13701	93	FIRE DEPARTMENT COFFEE DUES	06/18/2020	5.00	1250001000000001	00000001	01
13674	29207	A ADVANCED SEPTIC SERVICES INC	06/16/2020	8,452.48	1250001000000001	00000001	01
13675	14767	ACCESS INFORMATION MANAGEMENT	06/16/2020	53.13	1250001000000002	00000001	01
13676	29277	AIRGAS USA LLC	06/16/2020	223.38	1250001000000003	00000001	01
13710	29277	AIRGAS USA LLC	06/18/2020	184.12	1250001000000001	00000001	01
13677	24955	ALPHAGRAPHICS	06/16/2020	3,022.34	1250001000000004	00000001	01
13711	331	ALWAYS SAFE & LOCK INC	06/18/2020	111.59	1250001000000003	00000001	01
13712	29093	ATS AUTOMATION INC	06/18/2020	2,357.60	1250001000000006	00000001	01
13679	22801	BATTERIES PLUS - OLYMPIA	06/16/2020	85.17	1250001000000006	00000001	01
13713	22801	BATTERIES PLUS - OLYMPIA	06/18/2020	21.00	1250001000000004	00000001	01
13680	1040	BRADY, ROBERT	06/18/2020	90.00	1250001000000005	00000001	01
13715	29771	CARLO TANNE	06/16/2020	130.00	1250001000000007	00000001	01
13702	26721	CLEAR CREEK SOLUTIONS INC	06/18/2020	1,544.08	1250001000000002	00000001	01
13681	80	COMMUNITY CHEST	06/16/2020	142.32	1250001000000008	00000001	01
13716	1585	CRAINS OFFICE SUPPLY	06/18/2020	541.52	1250001000000010	00000001	01
13683	16553	CULLIGAN	06/16/2020	70.98	1250001000000011	00000001	01
13684	17159	FASTENAL COMPANY	06/16/2020	39.88	1250001000000011	00000001	01
13717	17159	FASTENAL COMPANY	06/18/2020	448.26	1250001000000008	00000001	01
13685	20199	FERGUSON ENTERPRISES INC #1539	06/16/2020	106.38	1250001000000012	00000001	01
13686	26326	H D R ENGINEERING INC	06/16/2020	2,657.84	1250001000000013	00000001	01
13718	2910	HD FOWLER COMPANY	06/18/2020	9,190.64	1250001000000009	00000001	01
13687	25870	HONEY BUCKET	06/16/2020	271.48	1250001000000014	00000001	01
13703	29	I A F F LOCAL 468 / MDA	06/18/2020	206.25	1250001000000003	00000001	01
13704	72	I A F F LOCAL 468 / MDA	06/18/2020	20,481.74	1250001000000004	00000001	01
13705	30	ICMA RETIREMENT CORPORATION-301674	06/18/2020	138,838.77	1250001000000005	00000001	01
13719	18805	INDUSTRIAL HYDRAULICS INC	06/18/2020	73.12	1250001000000010	00000001	01
13720	20800	LAKEVIEW INDUSTRIES	06/18/2020	1,467.57	1250001000000011	00000001	01
13688	22750	LECO SUPPLY	06/16/2020	36.10	1250001000000015	00000001	01
13721	11886	LES SCHWAB DOWNTOWN OLY INC	06/18/2020	85.10	1250001000000012	00000001	01
13722	26691	LESAS TRANSCRIPTION SERVICE	06/16/2020	764.00	1250001000000016	00000001	01
13689	4300	LG ISAACSON CO INC	06/16/2020	626.52	1250001000000016	00000001	01
13690	1656	LN CURTIS & SONS	06/16/2020	140.16	1250001000000017	00000001	01
13691	28453	MATERIALS TESTING & CONSULTING INC	06/16/2020	1,072.50	1250001000000018	00000001	01
13723	29812	MOUNTAIN MIST ACCT #070897	06/18/2020	10.06	1250001000000014	00000001	01
13724	23443	MULLINAX FORD OF OLYMPIA LLC	06/18/2020	74.95	1250001000000015	00000001	01
13692	27421	MUNICIPAL EMERGENCY SERVICES	06/16/2020	438.34	1250001000000019	00000001	01
13725	26316	NAPA AUTO PARTS-OLYMPIA	06/16/2020	44.89	1250001000000020	00000001	01
13726	26316	NAPA AUTO PARTS-OLYMPIA	06/18/2020	10.99	1250001000000016	00000001	01
13706	28598	NAVIA BENEFIT SOLUTIONS	06/18/2020	9,155.08	1250001000000006	00000001	01
13694	30268	NORTHWEST FIREFIGHTERS TRUST	06/16/2020	167,260.52	1250001000000007	00000001	01
13726	30406	OLYMPIA CONSTRUCTION INC	06/18/2020	2,408.99	1250001000000017	00000001	01
13707	74	OLYMPIA POLICE GUILD	06/18/2020	2,040.00	1250001000000007	00000001	01
13727	27461	OPENONLINE, LLC	06/16/2020	25.00	1250001000000018	00000001	01
13695	17197	OWEN EQUIPMENT / BEN KO MATIC	06/16/2020	1,088.18	1250001000000022	00000001	01
13708	86	POLICE COFFEE DUES	06/18/2020	150.50	1250001000000008	00000001	01
13696	7551	ROHR, LARRY	06/16/2020	108.00	1250001000000023	00000001	01
13709	28685	ROTH, IRA / ICMA	06/18/2020	8,976.45	1250001000000009	00000001	01
13728	19997	SOUND URBAN FORESTRY	06/18/2020	900.00	1250001000000019	00000001	01
13697	8200	STUSSER ELECTRIC CO	06/16/2020	158.10	1250001000000024	00000001	01
13729	8200	STUSSER ELECTRIC CO	06/18/2020	16.01	1250001000000020	00000001	01

PAYMENT NO	VENDOR NO	VENDOR NAME	TRANSFER DATE	AMOUNT	TRACE NUMBER	EFT BATCH	BANK CODE
13730	8433	TC SOLID WASTE	06/18/2020	302,094.00	125000100000021	0000001	01
13698	8426	THURSTON COMMUNITY TELEVISION	06/16/2020	13,198.00	125000100000025	0000001	01
13699	28813	UNIFIRST CORP	06/16/2020	61.14	125000100000026	0000001	01
13700	19050	WA ST DEPT OF CORRECTIONS	06/16/2020	1,416.01	125000100000027	0000001	01
13731	28719	WAXIE SANITARY SUPPLY	06/18/2020	212.51	125000100000022	0000001	01
13732	23564	WESTERN EXTERMINATOR	06/18/2020	378.96	125000100000023	0000001	01
13733	9346	WESTERN PETERBILT INC	06/18/2020	1,071.79	125000100000024	0000001	01
13734	27081	WESTERN SYSTEMS & FABRICATION INC	06/18/2020	480.66	125000100000025	0000001	01
13736	9853	ZEIGLER'S WELDING & HITCH SHOP INC.	06/18/2020	20.07	125000100000027	0000001	01

BANK: 01 US Bank - Accounts Payable
 705,990.22 NO. OF CHECKS: 60
 TOTAL FOR ALL BANKS: 705,990.22 NO. OF CHECKS: 60

PREPARED 06/23/2020, 12:08:00
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CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	BANK CODE
3726731	29266	A D I	06/16/2020	164.13	01
3726732	30086	ADVANCE AUTO PARTS	06/16/2020	163.96	01
3726733	30439	ALEX THOMSON	06/16/2020	812.42	01
3726734	23616	ALLSTREAM	06/16/2020	56.08	01
3726735	65	AMC EMPLOYEE BENEFIT TRUST	06/16/2020	654.118.86	01
3726736	30843	BALSLEY SIGN COMPANY	06/16/2020	122.96	01
3726737	28371	BLACK HILLS EXCAVATING INC	06/16/2020	77,547.69	01
3726738	1282	CAPITAL INDUSTRIAL INC	06/16/2020	23.70	01
3726739	8833	CENTURYLINK	06/16/2020	71.51	01
3726740	24986	CITY OF LACEY	06/16/2020	51.94	01
3726741	10847	CITY OF OLYMPIA POLICE	06/16/2020	190.34	01
3726742	25519	COMCAST	06/16/2020	45.89	01
3726743	18002	CONINE, ERIN	06/16/2020	189.00	01
3726744	20407	COPIERS, NORTHWEST INC	06/16/2020	588.42	01
3726745	28779	CREATE A CURE	06/16/2020	524.64	01
3726746	29661	CREMENSE, LLC	06/16/2020	548.90	01
3726747	30985	DAPHNE R SCHNEIDER AND ASSOCIA	06/16/2020	4,612.25	01
3726748	18002	DEBOER, NEIL	06/16/2020	75.00	01
3726749	18002	DOLLY, SERENA	06/16/2020	199.00	01
3726750	30825	ELEPHANT CAR WASH	06/16/2020	260.00	01
3726751	23031	GALLS LLC	06/16/2020	144.51	01
3726752	18002	GIBB, TONYA	06/16/2020	45.00	01
3726753	3458	HARDEL BUILDER'S CENTER INC	06/16/2020	72.57	01
3726754	29435	HILLIER, SCHEIDMEIR, VEY & KEL	06/16/2020	1,350.00	01
3726755	18002	HULL-DRURY, MARY	06/16/2020	318.00	01
3726756	29268	IPS GROUP, INC.	06/16/2020	9,766.39	01
3726757	4423	J&I POWER EQUIP INC	06/16/2020	755.30	01
3726758	30402	KIMBALLS RANCH	06/16/2020	145.00	01
3726759	18002	KOLLIN, SARAH	06/16/2020	1,335.00	01
3726760	28670	LAWMAN, BADGE COMPANY	06/16/2020	71.20	01
3726761	26099	LEWAY MOBILE SHREDDING INC	06/16/2020	1,400.00	01
3726762	18002	LINCOLN, KIM	06/16/2020	390.00	01
3726763	18002	MACLENNAN, MELISSA	06/16/2020	338.00	01
3726764	18002	MOXHAM, LAURA	06/16/2020	79.25	01
3726765	25787	NORTHWEST PAINT & SUPPLY	06/16/2020	96.56	01
3726766	6550	OLYMPIA SUPPLY CO INC	06/16/2020	1,739.39	01
3726767	29127	PITNEY BOWES GLOBAL FINANCIAL	06/16/2020	33.26	01
3726768	7218	PUGET SOUND ENERGY	06/16/2020	2,948.10	01
3726769	7218	PUGET SOUND ENERGY	06/16/2020	124.17	01
3726770	7218	PUGET SOUND ENERGY	06/16/2020	75.00	01
3726771	18002	RAMBERG, MARIA	06/16/2020	310.00	01
3726772	18002	RISSEER, CLEO	06/16/2020	109.00	01
3726773	18002	SCOTT, BRIAN	06/16/2020	163.95	01
3726774	7800	SEA WESTERN INC	06/16/2020	195.00	01
3726775	18002	SHIFFLETT, BROOKE	06/16/2020	543.61	01
3726776	23819	STANLEY SECURITY SOLUTIONS INC	06/16/2020	69.00	01
3726777	18002	STARK, KATIE	06/16/2020	1,503.43	01
3726778	28185	SUNBELT RENTALS	06/16/2020	36.71	01
3726779	28923	THURSTON EMERGENCY GROUP	06/16/2020	4,126.67	01
3726780	8452	THURSTON REGIONAL PLANNING COU	06/16/2020	596.00	01
3726781	8832	U S POSTAL SERVICE	06/16/2020		01

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3726782	18002	UFCW 367	06/16/2020	87.50	01
3726783	19484	WA ST DEPT OF ECOLOGY	06/16/2020	41,631.14	01
3726784	28803	WASHINGTON TRACTOR	06/16/2020	67.63	01
3726785	9331	WESTGATE CLINIC INC	06/16/2020	83.00	01
3726786	14	CITY OF OLYMPIA	06/18/2020	4,177.22	01
3726787	82	UNITED WAY OF THURSTON CNTY	06/18/2020	3,405.33	01
3726788	70	WASHINGTON STATE COUNCIL	06/18/2020	3,983.39	01
3726789	60	AFLAC	06/18/2020	3,920.67	01
3726790	17	BENEFIT SOLUTIONS	06/18/2020	8,600.00	01
3726791	12	CITY OF OLYMPIA	06/18/2020	46,947.83	01
3726792	15	CITY OF OLYMPIA PAYROLL	06/18/2020	1,824.00	01
3726793	30956	CITY OF OLYMPIA - FIRE WELLNESS	06/18/2020	230.48	01
3726794	22903	GET-PAYROLL	06/18/2020	380.50	01
3726795	27681	NATIONWIDE RETIREMENT SOLUTION	06/18/2020	22,071.22	01
3726796	28635	NAVIA BENEFIT SOLUTIONS	06/18/2020	595.00	01
3726797	52	STANDARD INSURANCE COMPANY	06/18/2020	8,454.14	01
3726798	53	TEAMSTERS UNION DUES	06/18/2020	1,113.00	01
3726799	16	TRUSTEED PLANS SERVICE CORP	06/18/2020	1,990.06	01
3726800	28910	WESTERN CONFERENCE OF TEAMSTER	06/18/2020	33.82	01
3726801	18002	ACKLEY, KRISTINA	06/18/2020	189.00	01
3726802	30086	ADVANCE, AUTO PARTS	06/18/2020	20.10	01
3726803	23616	ALLSTREAM	06/18/2020	112.18	01
3726804	23616	ALLSTREAM	06/18/2020	112.18	01
3726805	23616	ALLSTREAM	06/18/2020	280.46	01
3726806	28414	AMERICAN FENCE RENTAL LLC	06/18/2020	204.61	01
3726807	24585	AMERISAFE	06/18/2020	348.55	01
3726808	18002	ANDREWS, NATALIE	06/18/2020	175.00	01
3726809	22330	APPRAISAL SOLUTIONS NORTHWEST	06/18/2020	6,325.00	01
3726810	28581	ASBJORNSEN, JERRY	06/18/2020	83.12	01
3726811	24824	PUBLIC STORAGE	06/18/2020	332.00	01
3726812	18002	BERSCHAUER, NICOLE	06/18/2020	195.00	01
3726813	217	BRYAN BARN	06/18/2020	26.55	01
3726814	18002	BUCHANAN, CHELSEA	06/18/2020	519.00	01
3726815	18002	CAMPBELL, ELIZABETH	06/18/2020	149.00	01
3726816	1282	CAPITAL INDUSTRIAL INC	06/18/2020	363.64	01
3726817	30955	CENTRAL WASHINGTON CARE SERVIC	06/18/2020	8,000.00	01
3726818	8833	CENTURYLINK	06/18/2020	64.50	01
3726819	8833	CENTURYLINK	06/18/2020	67.38	01
3726820	18002	CHEN, VIVIEN	06/18/2020	420.00	01
3726821	30452	CINTAS CORPORATION #461	06/18/2020	55.23	01
3726822	19253	CITY OF OLYMPIA LANDFILL CRGS	06/18/2020	218.95	01
3726823	18002	CLARK, STACEY	06/18/2020	318.00	01
3726824	18002	COCKRUM, SHARON	06/18/2020	897.00	01
3726825	25519	COMCAST	06/18/2020	176.20	01
3726826	25519	COMCAST	06/18/2020	545.08	01
3726827	18002	CONAWAY, DARIEE	06/18/2020	129.00	01
3726828	20698	COOPER CREST HOA	06/18/2020	2,831.00	01
3726830	20407	COPIERS NORTHWEST INC	06/18/2020	8,400.56	01
3726831	27417	CORE & MAIN LP	06/18/2020	1,162.91	01
3726832	217	DANIEL L WEISS	06/18/2020	286.70	01
3726833	217	DANIELLE C GRINDLE	06/18/2020	91.29	01

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3726834	14868	DISPUTE RESOLUTION CENTER	06/18/2020	4,275.00	01
3726835	18002	DONEY, SASHA	06/18/2020	10.00	01
3726836	18002	DUFFIE, MEGHAN	06/18/2020	210.00	01
3726837	18002	EL-MOBDY, JENNIE	06/18/2020	308.00	01
3726838	29037	ENTERPRISE FM TRUST	06/18/2020	4,759.34	01
3726839	217	ERIC B & KATHRYN MCPHERSON	06/18/2020	297.70	01
3726840	217	ERIN K BROWN	06/18/2020	269.94	01
3726841	30913	ESO SOLUTIONS, INC	06/18/2020	2,639.63	01
3726842	217	EVERGREEN HEIGHTS LLC	06/18/2020	33.70	01
3726843	28415	THE EVERGREEN STATE COLLEGE	06/18/2020	417.50	01
3726844	217	GENEVA P MILAM	06/18/2020	125.79	01
3726845	30255	SARAH GIANNONE	06/18/2020	160.00	01
3726846	30987	NEAL GLASSBURN	06/18/2020	36.09	01
3726847	217	GRITTON PROPERTIES LLC	06/18/2020	308.23	01
3726848	3310	HACH COMPANY	06/18/2020	846.47	01
3726849	18002	HAYS, PAUL	06/18/2020	300.00	01
3726850	217	HEATHER J CHASE	06/18/2020	292.47	01
3726851	217	HELEN J VALENTINE	06/18/2020	63.12	01
3726852	30518	HP INC	06/18/2020	922.68	01
3726853	28238	HP INC	06/18/2020	1,783.22	01
3726854	18359	I C M A MEMBERSHIP RENEWALS	06/18/2020	1,400.00	01
3726855	29527	ITRON INC	06/18/2020	21,000.00	01
3726856	18002	IVES, DUNE	06/18/2020	210.00	01
3726857	217	JACOB L BECHTOLD	06/18/2020	365.65	01
3726858	18002	JACOBSEN, MEGAN	06/18/2020	498.00	01
3726859	217	JANICE SCHEIDER	06/18/2020	266.15	01
3726860	217	JERRY L BACK	06/18/2020	146.04	01
3726861	217	JOHN P DALY	06/18/2020	47.31	01
3726862	18002	JOHNSON, KIM	06/18/2020	606.00	01
3726863	18002	JOHNSTON, KARI	06/18/2020	99.00	01
3726864	18002	JOHNSTONE, CHRISTOPHER	06/18/2020	275.00	01
3726865	18002	KIRSCHBAUM, TEESHA	06/18/2020	1,641.00	01
3726866	217	KYLE I SCHRADER	06/18/2020	27.71	01
3726867	217	KYUNG S YUN	06/18/2020	17.98	01
3726868	18002	LAFOND, MIKE	06/18/2020	65.00	01
3726869	18002	LAMSON, KRISTIN	06/18/2020	420.00	01
3726870	20698	LAWRENCE, SHERIL	06/18/2020	125.00	01
3726871	18002	LAZARU, VICTORIA	06/18/2020	210.00	01
3726872	26099	LEMAY MOBILE SHREDDING INC	06/18/2020	160.20	01
3726873	18002	LINDEN, SARAH	06/18/2020	99.00	01
3726874	31015	MALITZ, KEVIN	06/18/2020	164.09	01
3726875	217	MARIA DUNN	06/18/2020	110.41	01
3726876	217	MERIPAT SPALDING	06/18/2020	307.30	01
3726877	217	MICHAEL D MC CREADY	06/18/2020	453.06	01
3726878	18002	MICHAEL W CHANDLER	06/18/2020	327.09	01
3726879	217	MILL, POND LIMITED PARTNERSHIP	06/18/2020	109.00	01
3726880	19653	MONICA SCHNEIDER	06/18/2020	68.53	01
3726881	20698	MUELLER, LERANN	06/18/2020	433.47	01
3726882	18002	NELSON, TOM	06/18/2020	125.00	01
3726883	18002	NGO, RICHARD	06/18/2020	45.00	01
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3726885					

PREPARED 06/23/2020, 12:08:00
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CITY OF OLYMPIA
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3726886	25787	NORTHWEST PAINT & SUPPLY	06/18/2020	66.74	01
3726887	18002	O'NEILL, MARLEE	06/18/2020	10.00	01
3726888	6550	OLYMPIA SUPPLY CO INC	06/18/2020	202.74	01
3726889	18002	OSBERG, RANDI	06/18/2020	447.00	01
3726890	18002	PEARSON, CARI	06/18/2020	701.00	01
3726891	7115	PLATT ELECTRIC SUPPLY	06/18/2020	156.80	01
3726892	18002	PLAZA, CHERYL	06/18/2020	636.00	01
3726893	26634	PM AM CORP	06/18/2020	6,756.55	01
3726894	24760	POLLARDWATER	06/18/2020	383.46	01
3726895	30005	PRIME LOCATIONS	06/18/2020	2,000.00	01
3726896	7218	PUGET SOUND ENERGY	06/18/2020	4,158.71	01
3726897	7218	PUGET SOUND ENERGY	06/18/2020	80.36	01
3726898	7218	PUGET SOUND ENERGY	06/18/2020	68.40	01
3726899	7218	PUGET SOUND ENERGY	06/18/2020	60.51	01
3726900	7218	PUGET SOUND ENERGY	06/18/2020	139.51	01
3726901	7218	PUGET SOUND ENERGY	06/18/2020	11.18	01
3726902	7218	PUGET SOUND ENERGY	06/18/2020	615.66	01
3726903	18002	REDDICK, KAREN	06/18/2020	169.00	01
3726904	18002	RICHARDSON, MARGARET	06/18/2020	69.00	01
3726905	217	ROBIN J LINDLEY	06/18/2020	412.87	01
3726906	20282	RUTH SPILLER	06/18/2020	29.52	01
3726907	18002	SAMS, SARAH	06/18/2020	19.00	01
3726908	217	SANDRA G GUSTAFSON	06/18/2020	258.27	01
3726909	7800	SEA WESTERN INC	06/18/2020	1,257.34	01
3726910	217	SELAN BURKE	06/18/2020	1,05.42	01
3726911	217	SHANAN L HARRISON	06/18/2020	234.26	01
3726912	18002	SHOEMAKER, TINA	06/18/2020	1,037.00	01
3726913	18002	STANDIFER, CHAD	06/18/2020	250.00	01
3726914	26702	THOMSON REUTERS - WEST	06/18/2020	655.75	01
3726915	30628	THURSTON COUNTY PUBLIC WORKS D	06/18/2020	135.00	01
3726916	217	TIM R BARCUS	06/18/2020	34.79	01
3726917	18184	USA BLUE BOOK	06/18/2020	243.74	01
3726918	30932	VARSIITY FACILITY SERVICES	06/18/2020	16,727.84	01
3726919	19767	VERIZON WIRELESS	06/18/2020	1,479.86	01
3726920	19767	VERIZON WIRELESS	06/18/2020	1,186.94	01
3726921	19767	VERIZON WIRELESS	06/18/2020	849.76	01
3726922	19767	VERIZON WIRELESS	06/18/2020	1,541.69	01
3726923	19767	VERIZON WIRELESS	06/18/2020	418.07	01
3726924	19767	VERIZON WIRELESS	06/18/2020	990.18	01
3726925	28803	WASHINGTON TRACTOR	06/18/2020	365.10	01
3726928	26930	WEIKS CORPORATION	06/18/2020	3,140.00	01
3726929	27531	WELCH, JENNIFER	06/18/2020	20.00	01
3726930	25656	WESCO AUTOBODY SUPPLY	06/18/2020	252.57	01
3726931	217	WILLIAM D & MARCIA NAISWORTH	06/18/2020	76.00	01
3726932	17318	YOUNG LEE	06/18/2020	160.90	01
3726933	9830	ZEE MEDICAL SVC	06/18/2020	84.13	01
3726934	29667	Z M COMPANY INC	06/18/2020	226.84	01

BANK: 01 US Bank - Accounts Payable

NO. OF CHECKS: 200

CHECKS OUTSTANDING

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PREPARED 06/23/2020,12:08:00
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CITY OF OLYMPIA
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CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	BANK CODE
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TOTAL FOR ALL BANKS

NO. OF CHECKS: 200 TOTAL CHECKS OUTSTANDING 1,044,956.12 ***

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20167	30970	US BANK SAFEKEEPING	05/15/2020	2,715,656.94	05/31/2020	01	RECONCILED	
201666	30970	US BANK SAFEKEEPING	05/15/2020	500,000.00	05/31/2020	01	RECONCILED	

BANK: 01 US Bank - Accounts Payable

NO. OF CHECKS: 3
 OUTSTANDING CHECKS: .00
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 RECONCILED CHECKS: 5,219,440.27
 VOID CHECKS: .00

PREPARED 06/23/2020, 14:24:25
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CHECK NO	VENDOR NO	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DATE CLEARED	BANK CODE	STATUS	ORIGINAL AMOUNT
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TOTAL FOR ALL BANKS

NO. OF CHECKS:	3	TOTAL CHECKS	3	5,219,440.27 ***				
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CITY OF OLYMPIA
EXPENDITURE SUMMARY

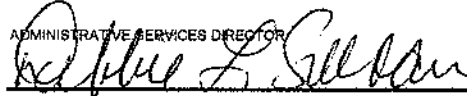
"I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN, THAT ANY ADVANCE PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILABLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF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

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

FOR PERIOD	6/21/2020		6/27/2020
FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED	3726935	THROUGH	3727178
FOR OTHER ELECTRONIC PAYMENTS DATED		THROUGH	

INCLUSIVE IN THE AMOUNT TOTALING

DATED
6-30-2020

ADMINISTRATIVE SERVICES DIRECTOR


TOTAL APPROVED FOR PAYMENT

	FUND	
\$1,203,654.33	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$23,388.41	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$0.00	006	Development Fee Revenue
\$4,845.60	007	Parking Fund
\$1,824.25	014	LEOFF 1 OPEB Trust Fund
\$0.00	21	Washington Center Endow
\$951.70	025	WASHINGTON CENTER
\$15,391.71	026	MUNICIPAL ARTS FUND
\$993.80	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$30,000.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$0.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	140	REET
\$0.00	141	Oly Metro Park District
\$39,292.65	142	HOME FUND
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	LTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$0.00	230	LTGO Bond Fund 2018
\$78,601.05	317	CIP
\$0.00	318	Home Fund
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$36,276.60	401	WATER
\$15,954.57	402	SEWER
\$2,477.66	403	SOLID WASTE
\$13,314.19	404	STORM AND SURFACE WATER
\$521,300.63	417	W/S REV BOND REDEMPTION
\$0.00	418	Stormwater Debt Service Fund
\$0.00	434	STORM AND SURFACE WATER CIP
\$0.00	461	WATER CIP FUND
\$0.00	462	SEWER CIP FUND
\$8,705.23	463	SOLID WASTE/ADVERTISING
\$7,338.07	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$2,114.14	504	INS TRUST FUND
\$16,647.60	505	WORKERS COMPENSATION
\$1,043.33	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGMTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS
\$2,023,893.52 GRAND TOTAL FOR WEEK		

Reconciliation of Superior All Checks Register to Expenditure Summary			
Data From Superior All Checks Register			
Description	From Check	to Check	Check Amount
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Subtotal			0.00
VOID CHECKS			(403,632.81)
EFT			123,600.41
A/P Checks			2,303,925.92
Grand Total			2,023,893.52
Proof			0.00

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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

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

FOR PERIOD 6/28/2020 7/1/2020
FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED 3727179 THROUGH 3727388
FOR OTHER ELECTRONIC PAYMENTS DATED THROUGH

INCLUSIVE IN THE AMOUNT TOTALING

DATED

7.7.2020

ADMINISTRATIVE SERVICES DIRECTOR

Celbie R. Sullivan

TOTAL APPROVED FOR PAYMENT

FUND	
\$928,265.93	001 GENERAL FUND
\$0.00	002 SHOP FACILITIES
\$35,046.26	003 REVOLVING ACCOUNT FUND
\$0.00	004 URBAN ARTERIAL FUND
\$4,150.91	006 Development Fee Revenue
\$202.73	007 Parking Fund
\$17,187.54	014 LEOFF 1 OPEB Trust Fund
\$0.00	21 Washington Center Endow
\$120.08	026 WASHINGTON CENTER
\$0.00	026 MUNICIPAL ARTS FUND
\$8,717.41	029 EQUIP & FACIL REPLACE RES
\$0.00	107 HUD
\$0.00	108 HUD
\$0.00	127 IMPACT FEES
\$0.00	130 SEPA MITIGATION FUND
\$0.00	132 LODGING TAX FUND
\$0.00	133 ARTS AND CONFERENCE FUND
\$0.00	134 PARKS AND REC SIDEWALK UT TAX
\$4,334.00	135 PARKING BUSINESS IMP AREA
\$0.00	136 FARMERS MKT REPAIR/REPLC
\$0.00	137 CHILDREN'S HANDS ON MUSEUM
\$0.00	138 TRANS BENEFIT DISTRICT
\$0.00	140 REET
\$0.00	141 Oly Metro Park District
\$1,180.21	142 HOME FUND
\$0.00	208 LID OBLIGATION CONTROL
\$0.00	216 4th/5th AVE PW TRST
\$0.00	223 LTGO BOND FUND '06-PARKS
\$0.00	224 UTGO BOND FUND 2009 FIRE
\$0.00	225 CITY HALL DEBT FUND
\$0.00	226 2010 LTGO BOND-STREETPROJ
\$0.00	227 LOCAL DEBT FUND
\$0.00	228 2010B LTGO BONDS-HOCM
\$0.00	230 LTGO Bond Fund 2016
\$112,924.80	317 CIP
\$0.00	318 Home Fund
\$0.00	322 4/5th AVE CORRIDOR/BRIDGE
\$0.00	323 CIP CONSTR FUND - PARKS
\$0.00	324 FIRE STATION 4 CONSTRUCT
\$0.00	325 CITY HALL CONST
\$0.00	326 TRANSPORTATION CONST
\$0.00	329 GO BOND PROJECT FUND
\$16,601.25	331 FIRE EQUIPMENT REPLACEMENT FUND
\$67,730.57	401 WATER
\$1,608.77	402 SEWER
\$88,044.01	403 SOLID WASTE
\$5,297.41	404 STORM AND SURFACE WATER
\$0.00	417 W/S REV BOND REDEMPTION
\$0.00	418 Stormwater Debt Service Fund
\$0.00	434 STORM AND SURFACE WATER CIP
\$5,900.07	481 WATER CIP FUND
\$20,347.64	482 SEWER CIP FUND
\$0.00	483 SOLID WASTE/ADVERTISING
\$48,194.20	501 EQUIPMENT RENTAL
\$0.00	502 C R EQUIPMENT RENTAL
\$0.00	503 UNEMPLOYMENT COMPENSATION
\$0.00	504 INS TRUST FUND
\$0.00	505 WORKERS COMPENSATION
\$0.00	604 FIREMEN'S PENSION FUND
\$0.00	605 CUSTOMER'S WATER RESERVE
\$0.00	621 WASHINGTON CENTER ENDOW
\$0.00	631 PUBLIC FACILITIES
\$0.00	682 LAW ENFORCEMENT RECORD MGMTSYS
\$0.00	701 PARKS-NEIGHBORHOOD
\$0.00	702 PARKS-COMMUNITY
\$0.00	703 PARKS-OPEN SPACE
\$0.00	707 PARKS-SPECIAL USE
\$0.00	711 TRANSPORTATION
\$0.00	720 SCHOOLS

Reconciliation of Superior All Checks Register to Expenditure Summary			
Data From Superior All Checks Register			
Description	From Check	to Check	Check Amount
Payroll A/P (vendors) Checks	3727284	3727284	4,062.00
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Subtotal			4,062.00
VOID CHECKS			(595.00)
EFT			458,849.27
A/P Checks			899,447.52
Grand Total			1,361,763.79
Proof			0.00

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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

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

FOR PERIOD	7/5/2020	7/11/2020
FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED	3727389	THROUGH 3727567
FOR OTHER ELECTRONIC PAYMENTS DATED	THROUGH	

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

7.14.2020

Debbie L. Sullivan

TOTAL APPROVED FOR PAYMENT

FUND		
\$1,394,369.12	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$34,600.72	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$25,820.91	006	Development Fee Revenue
\$46.03	007	Parking Fund
\$56,484.48	014	LEOFF 1 OPEB Trust Fund
\$5,043.27	21	Washington Center Endow
\$40,333.33	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$9,331.60	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$0.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MKRT REPAIR/REPLC
\$0.00	137	CHILDRENS HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	140	REET
\$0.00	141	Oly Metro Park District
\$0.00	142	HOME FUND
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '08-PARKS
\$0.00	224	UTGO BOND FUND 2006 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	228	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$0.00	230	LTGO Bond Fund 2016
\$704,667.12	317	CIP
\$0.00	318	Home Fund
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$16,689.37	401	WATER
\$1,146,370.05	402	SEWER
\$96,768.55	403	SOLID WASTE
\$44,024.88	404	STORM AND SURFACE WATER
\$0.00	417	W/S REV BOND REDEMPTION
\$0.00	418	Stormwater Debt Service Fund
\$295.20	434	STORM AND SURFACE WATER CIP
\$5,859.69	461	WATER CIP FUND
\$12,739.77	462	SEWER CIP FUND
\$0.00	463	SOLID WASTE/ADVERTISING
\$6,144.50	501	EQUIPMENT RENTAL
\$0.00	502	C R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$127,650.00	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGMTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS

\$3,726,640.59 GRAND TOTAL FOR WEEK

Reconciliation of Superior All Checks Register to Expenditure Summary

Data From Superior All Checks Register

Description	From Check	to Check	Check Amount
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Subtotal			0.00
VOID CHECKS			(4,185.99)
EFT			421,789.33
A/P Checks			3,309,027.25
Grand Total			3,726,640.59
Proof			0.00

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOPF I post-retirement insurance benefits for the pay cycle ending **6/15/2020** have been examined and are approved as recommended for payment.

Employees Gross Pay:	<u>\$ 2,503,515.48</u>
Fire Pension Gross Pay:	<u>\$ 29,046.07</u>
TOTAL	<u>\$ 2,532,561.55</u>

Payroll Check Numbers	_____	_____	Manual Checks
And	<u>92741</u>	<u>92745</u>	Fire Pension Checks
And	_____	_____	Manual Checks
And	<u>92737</u>	<u>92740</u>	Semi Payroll Checks

and Direct Deposit transmission.

6-25-2020
DATE


ADMINISTRATIVE SERVICES DIRECTOR

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **6/30/2020** have been examined and are approved as recommended for payment.

Employees Gross Pay:	<u>\$ 2,350,406.00</u>
Fire Pension Gross Pay:	<u>\$ -</u>
TOTAL	<u><u>\$ 2,350,406.00</u></u>

Payroll Check Numbers	<u> </u>	<u> </u>	Manual Checks
And	<u> </u>	<u> </u>	Fire Pension Checks
And	<u>92746</u>	<u> </u>	Manual Checks
And	<u>92747</u>	<u>92776</u>	Semi Payroll Checks

and Direct Deposit transmission.

7.6. 2020
DATE


ADMINISTRATIVE SERVICES DIRECTOR



City Council

Approval of a Bid Award for the Capital Village Watermain Replacement Project

Agenda Date: 7/21/2020
Agenda Item Number: 4.D
File Number: 20-0544

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

Title

Approval of a Bid Award for the Capital Village Watermain Replacement Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to award the construction contract to Black Hills Excavating Inc, for \$432,965.82 and authorize the City Manager to execute the contract for the Capital Village Watermain Replacement Project.

Report

Issue:

Whether to approve staff's recommendation to award the construction contract for the Capital Village Watermain Replacement Project to Black Hills Excavating Inc.

Staff Contact:

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

Presenter(s):

None - Consent Calendar item.

Background and Analysis:

This project provides for installation of approximately 1900 linear feet of 8-inch ductile iron water main; 410 linear feet of 2-inch HDPE water service line and associated meter boxes, and reconnection to existing customer service lines at Capital Village, located at 400 Cooper Point Road. The project includes abandonment of the existing mains, installation of fire hydrants, asphalt trench restoration, sidewalk removal and replacement, and property restoration.

The pipe will replace an old main that has failed several times over the last five years resulting in property damage to the adjacent parking lot and to the roadway. The City has paid claims for damage caused by previous breaks. The new pipe will provide reliability to customers and prevent further property damage. Construction will begin in August and end by November 1, 2020.

Neighborhood/Community Interests (if known):

The traveling public on Harrison Avenue will experience some inconvenience when the new main is connected to the existing main and across Harrison. There will be traffic delays as flaggers route traffic around the work. The businesses within Capital Village will be impacted at times because the main will be installed in the lane along the frontage of the building. Staff will work with the businesses to minimize disruption and ensure safe access to the stores. Intermittent water shutdowns will occur when the new pipe is connected to the customer's service lines.

The businesses and traveling public will be notified prior to beginning construction work and kept informed during construction.

Options:

1. Award the construction contract to Black Hills Excavating, Inc. for \$432,965.82 and authorize the City Manager to execute the contract. The project proceeds as planned.
2. Reject all bids and direct staff to rebid the project. The time needed to rebid will delay the beginning of construction until 2021. Rebidding the project will require additional staff time and may increase the total project cost. There is no guarantee future bids will be lower. Delaying the project increases the risk of another water main break and additional property damage.

Financial Impact:

The project is in the City's Capital Facilities Plan with funding by the Drinking Water Utility.

The low bid of \$432,965.82 is approximately 27.8% below the Engineer's estimate. The bid is by a responsive and qualified contractor. There are sufficient funds in the budget to complete this project.

Overall project costs:

Total Low Bid:	\$ 432,965.82
Contingency to Award (10%):	\$ 43,296.58
Engineering: Design, Inspection, Consultants	\$ 204,000
Total Estimated Project Cost:	\$ 680,262.40

Available project funding:	\$ 900,530
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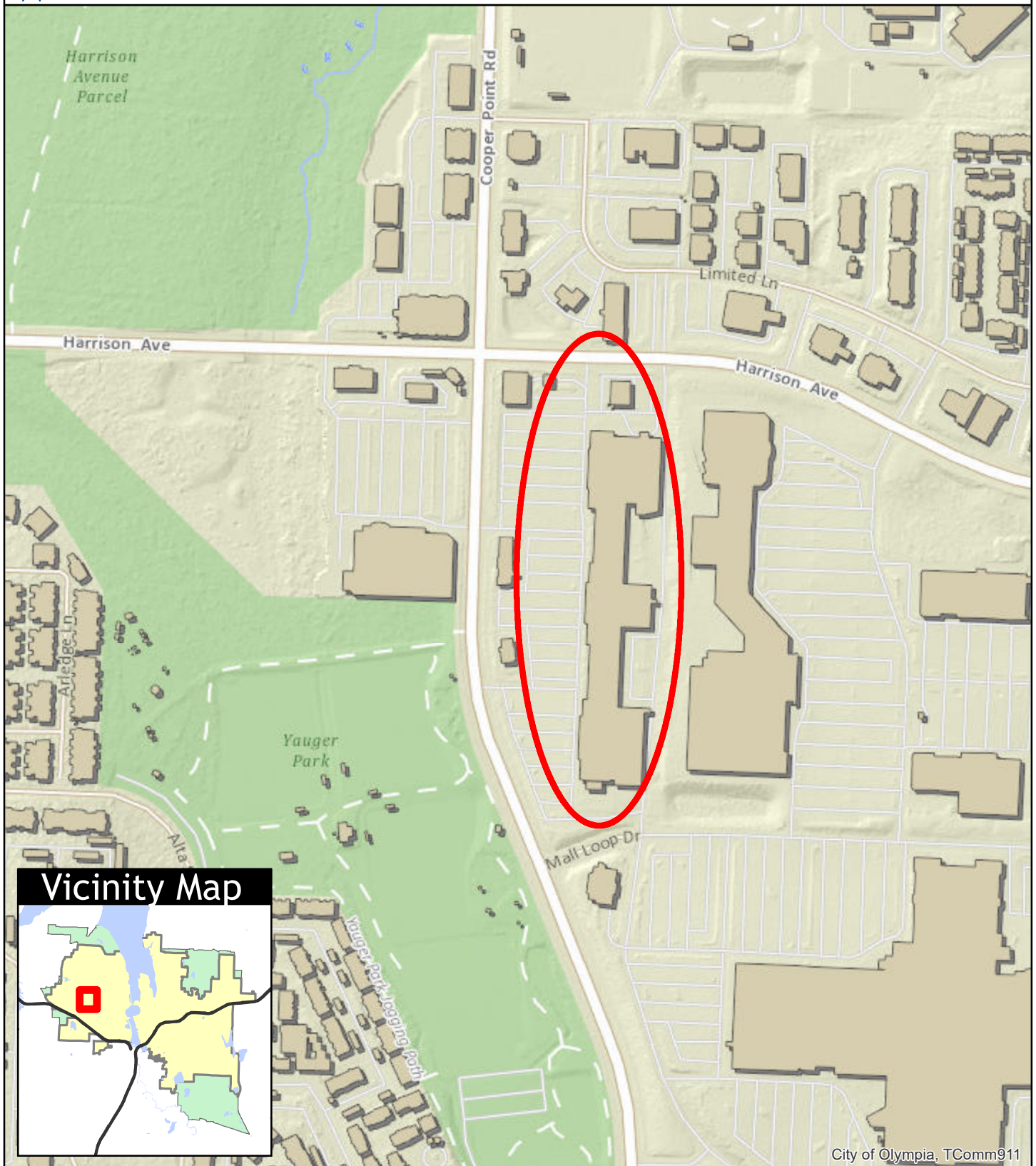
Attachments:

Vicinity Map
Summary of Bids



Capital Village Watermain Replacement

2004P



0 200 400 Feet 1 inch = 400 feet

Map printed 7/13/2020

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



SUMMARY OF BIDS RECEIVED



Project Name: Capital Village Watermain Replacement
Project Number: 2004P
Bid Opening Date: 7/14/2020

ENGINEER'S ESTIMATE	CITY OF OLYMPIA	\$	599,829.00
Bid #1	Black Hills Excavating	\$	432,965.82
Bid #2	Rodarte Construction	\$	449,076.06
Bid #3	Rognlin's Inc	\$	511,346.54
Bid #4	Pape & Sons	\$	565,569.56
Bid #5	Miles Resources	\$	575,287.56
Bid #6	Baker Underground & Construction	\$	588,166.13
Bid #7	NW Cascade, Inc.	\$	594,890.94



City Council

Approval of Community Development Block Grant Reallocation of Existing Program Funds

Agenda Date: 7/21/2020
Agenda Item Number: 4.E
File Number:20-0566

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

Title

Approval of Community Development Block Grant Reallocation of Existing Program Funds

Recommended Action

Committee Recommendation:

Not referred to Committee

City Manager Recommendation:

Move to approve Community Development Grant Block (CDBG) Reallocation of Existing Program Funds

Report

Issue:

Whether or not City should reallocate \$58,678 in CDBG existing funds to the Foundation for the Challenged (FFC) sewer extension project

Staff Contact:

Jessica Pollett, Senior Program Specialist, Community Planning and Development, 360.709.2679

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

A public hearing was held July 14, 2020 with no public testimony given.

The Foundation for the Challenged works with local agencies to develop properties that house low-income, developmentally disabled adults. In 2017, FFC began a housing project in partnership with the State's Housing Trust Fund, the Federal Home Loan Bank and the Thurston County Housing program. This project would provide a newly constructed four-bedroom home for four extremely low-income, developmentally disabled adults.

In the early stages of the project, FFC received notice from the City that they would need to extend City sewer services to the property across the full frontage, per the City's Engineering Development and Design Standards. Ultimately, this sewer line could serve up to 11 other properties through

future latecomer agreements. The FFC sent communication to the Mayor and Councilmembers requesting funds for the sewer extension as this was an unexpected cost of the project and funds were not available for this extension. Council advised staff to seek funding through our CDBG program. Ultimately, the City awarded FFC \$60,000 in CDBG federal funds as a deferred payment loan, due upon sale/transfer or change in use of property.

In May 2019, FFC sent communication to City Council requesting an additional \$33,000 in CDBG funds to complete the sewer extension as the estimated costs were exceeded. Additional CDBG funds were awarded through an amendment, bringing the total project costs to \$93,000.

The FFC contacted the City in October - November 2019 to discuss un-mapped utilities that were discovered during the final stages of the sewer construction. Given the City's commitment to the project, City Staff gave an order to proceed and requested itemized expenses as incurred. Unfortunately, the City did not receive an itemized list of expenses incurred until March 2020 during final billing. The final reimbursement request totaled \$151,678.54.

The City offered FFC a 0% interest loan with our Public Works Sewer Connection Assistance Loan Program and FFC denied as they are a non-profit organization and cannot accommodate a monthly payment loan.

The FFC is requesting an amendment to their current deferred payment loan to add additional funding of \$58,678.54 to cover all costs for the sewer extension. The sewer extension is complete, and this will be the final amount paid to FFC.

Neighborhood/Community Interests (if known):

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

Options:

1. Move to approve reallocation of existing CDBG program funds to the Foundation for the Challenged
2. Modify reallocation amount to Foundation for the Challenged
3. Do not approve reallocation of existing CDBG program funds to the Foundation for the Challenged

Financial Impact:

If approved, \$28,000 would be reallocated from mitigation hygiene project and \$30,578 would be allocated from recently received program income from rehabilitation loans. Mitigation hygiene project would move forward with alternate funding.

Attachments:

None



City Council

Approval of Community Development Block Grant Program Year 2020 Annual Action Plan

Agenda Date: 7/21/2020
Agenda Item Number: 4.F
File Number:20-0568

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

Title

Approval of Community Development Block Grant Program Year 2020 Annual Action Plan

Recommended Action

Committee Recommendation:

On April 22, 2020, the General Government Committee agreed to put forward the proposed Community Development Block Grant (CDBG) Program Year (PY) 2020 Annual Action Plan to the City Council for consideration.

City Manager Recommendation:

Move to approve the CDBG PY 2020 Annual Action Plan.

Report

Issue:

Whether to approve the allocation of \$468,529 in new CDBG federal funds within the CDBG Program Year (PY) 2020-2021.

Staff Contact:

Jessica Pollett, Senior Program Specialist, Community Planning and Development, 360.709.2679

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Council held a public hearing on the PY 2020 Annual Action Plan on July 14, 2020. One person gave public testimony in support of Enterprise for Equity's program. No other public comment has been received at this time. The written comment period will remain open until Monday, July 20 at 5:00 p.m. Staff will forward any additional comments received to the Council prior to their regular meeting on the July 21.

The recommended PY2020 Annual Action Plan Allocations are as follows:

- **\$215,000 - Economic Development**
 - Enterprise for Equity - \$50,000

- EDC Center for Business & Innovation - \$75,000
- Business Support Programs (TBD) - \$90,000

- **\$163,529 - Public Services**
 - Downtown Ambassadors Program - \$113,529
 - Thurston Asset Building Coalition - \$50,000

- **\$90,000 - Program Administration**
Total - \$468,529*

**Includes federal funds of \$403,529 and estimated program income of \$65,000*

When this proposal was discussed with the General Government Committee on April 22, the childcare assistance program was not part of the discussion. Since that time this was added as a potential project under the Business Support Program. The Childcare Action Council is assessing needs with local childcare providers and will provide the City with the outcomes of that assessment. At that time, City staff will determine the best use of the \$90,000 allocated to Business Support Programs out of the options provided.

Neighborhood/Community Interests (if known):

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

Options:

1. Move to approve CDBG Program Year 2020 Annual Action Plan.
2. Modify allocations within CDBG Program Year 2020 Annual Action Plan, and delay submission of action plan to US Dept. of Housing and Urban Development.
3. Do not approve CDBG Program year 2020 Annual Action Plan, and delay submission of action plan to US Dept. of Housing and Urban Development, risking noncompliance of federal HUD regulations.

Financial Impact:

US Dept. of Housing and Urban Development will grant the City \$403,529 in federal entitlement funds. There is also an estimated \$65,000 in program income anticipated to be received in PY2020-2021.

Attachments:

Citizen Summary
Full Annual Action Plan



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2020 ACTION PLAN



Olympia City Council

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

Community Planning and Development Staff

- Leonard Bauer, Director
- Mike Reid, Economic Development Director
- Cary Retlin, Housing Manager
- Jessica Pollett, Senior Program Specialist
- Anastasia Coman, Program Assistant



DRAFT
CITIZEN SUMMARY

Prepared By: Jessica Pollett, Senior Program Specialist, CDBG Program

Program Year 2020 Community Development Block Grant Annual Action Plan

OVERVIEW

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

STRATEGIC GOALS

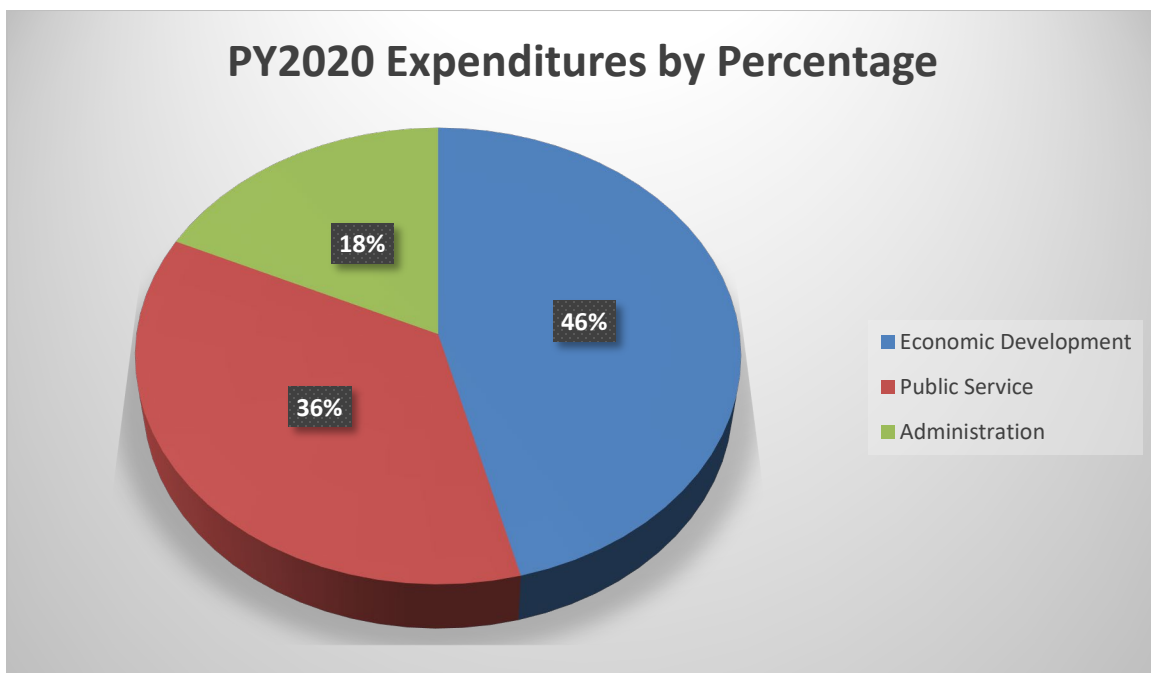
This “Citizen’s Summary” provides key information from the full Program Year (PY) 2020 CDBG Annual Action Plan, which is based on the City’s CDBG Consolidated Plan and the current need to prevent, prepare for and respond to Coronavirus. Two of the Consolidated Plan’s Five strategic goals have been identified for this program year:

Goal #2 - Economic Development (*Business Training Assistance & Microenterprise Assistance*); and,
Goal #4 - Social Services (*Street Outreach and Social Service Provider Training*)

PROPOSED CDBG-FUNDED ACTIVITIES

The following activities will receive funding during the PY 2020 Program Year:

\$ 50,000	Microenterprise Assistance - Micro-Business Training & Technical Assistance
\$ 75,000	Economic Development - Small Business Training & Technical Assistance
\$ 50,000	Public Service - Financial Literacy Training for Social Service Providers
\$ 90,000	Economic Development - TBD based on needs to respond to Coronavirus
\$ 113,529	Downtown Ambassador Program, Public Service - Street Outreach
\$ 90,000	Program Administration - <u>Required</u>
\$ 468,529	TOTAL PROPOSED PY 2020 CDBG FUNDING



ANTICIPATED RESOURCES

The City anticipates the following financial resources:

\$ 403,529	New CDBG entitlement funds will be allocated to Olympia for PY 2020
\$ 65,000*	Anticipated Program Income
\$468,529	Total anticipated resources for the PY 2020 CDBG Program

**Program income will be reprogrammed as it is received in response to Coronavirus*

OTHER RESOURCES

In calendar year 2020, the City of Olympia also allocated \$600,000 from the economic recovery fund to respond to economic impacts of Coronavirus.

Federal Regulatory Caps on CDBG Expenditures

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

SOCIAL SERVICES CAP

Federal CDBG regulations require a 15% cap on social services spending, calculated by adding the prior program year's actual program income received to the current program year's grant award. For Program Year 2020, the social services cap has been waived to allow communities to respond to Coronavirus through public service activities.

ADMINISTRATIVE COSTS CAP

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

\$468,529	Total CDBG funds, including anticipated program income
\$90,000	General Administration (18% of \$403,529 in new funds and estimated \$65,000 in PY 2020 Program Income)

GEOGRAPHIC DISTRIBUTION & BENEFICIARIES

The PY 2020 projects will predominantly be located in or near the downtown urban hub. Beneficiaries will be 100% low- to moderate-incomes (LMI). All projects benefiting geographical areas will be located in designated low- to moderate-income areas.

70% BENEFIT – LOW/MODERATE INCOME PEOPLE

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

DRAFT CDBG PY 2020 Allocations & Activities

Following is a **DRAFT** CDBG PY 2020 (9/1/2020 – 8/31/2021) breakdown of proposed projects, recipients, HUD defined goals and objectives, and the actual proposed funding amount by activity.

Recipient	Project	Outcomes	HUD Goal(s)	HUD Objectives	Proposed Funding
Enterprise for Equity	Micro Business Training & Technical Assistance	Base Contract: Assistance for up to 4 -5 micro businesses (> 4 employees) & Technical assistance for 18 - 20 RFP: 25-30 Businesses assisted	Micro Enterprise	LMI: Low/Moderate Income Direct Assistance	\$50,000**
Center for Business & Innovation	Small Business Training & Technical Assistance	Base contract: Assistance for up to 30 small businesses (4 + employees) RFP: 112 Businesses assisted	Economic Development	LMI: Low/Moderate Income Jobs	\$75,000**
Thurston Asset Building Coalition	Financial Literacy Training for Social Service Providers	Train 25 – 40 Social Service Providers who will in turn directly assist many low- & moderate-income people	Economic Development as Public Services	LMI: Low/Moderate Income Direct Assistance	\$50,000**
TBD	TBD	TBD – To be used to prevent, prepare for and respond to Coronavirus	Economic Development	LMI: Low/Moderate Income Jobs	\$90,000
City of Olympia	Olympia Downtown Ambassadors	Outreach for up to 150 street dependent people daily	Public Services	LMC: Low/Moderate Income – Limited Clientele	\$113,529**
City of Olympia	Program Administration	Planning & administrative for a compliant CBDG Program	N/A	N/A	\$90,000
		TOTAL	PY 2020	CDBG ALLOCATIONS	\$468,529*

*Includes additional \$53,529 in CDBG annual award funds (Original estimate = \$350,000)

**Shows either proposed funding increase or new program identified by RFP recommendations

ANTICIPATED FUNDING:

SOURCE	AMOUNT
PY 2020 Grant Award	\$403,529
Program Income	\$65,000*
TOTAL PY 2020 FUNDING	\$468,529

*Program Income will be programmed as received in response to Coronavirus

PUBLIC COMMENT

The 10 Day public comment period runs from **July 10 - July 20, 2020**, offering the following options:

- **Written comments:** Olympia City Council, 601 4th Ave E, Olympia, WA 98501
- **Emails:** cdbg@ci.olympia.wa.us,
- **Phone calls:** City Council at 360-753-8244
- **Public hearing:** 5:30 p.m., Tuesday, July 14th via Zoom Webinar - Details can be found on the City's website at olympiawa.gov

For more information:

Jessica Pollett, CDBG Senior Program Specialist

jpollett@ci.olympia.wa.us | 360.709.2679



Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City's CDBG Program Annual Action Plan features a range of activities, each intended to prevent, prepare and respond to the Coronavirus pandemic through economic development and public services to support populations who have been most affected by the pandemic. The PY2020 proposed projects are as follows:

1. Economic Development

a. \$50,000 Micro-Enterprise Assistance –

Provide assistance to small start-up businesses with fewer than 4 employees.

b. \$75,000 Business Training and Technical Assistance –

Provide assistance to larger, established small businesses with more than 4 employees.

c. \$90,000 Business Support Program - Provide assistance to businesses in the Downtown core.

Subrecipients still being determined. Awaiting results from CCAC on childcare analysis and guidance from CDBG headquarters on shipping container popup businesses eligibility.

2. Public Services

a. \$50,000 Financial Literacy Training for Social Service Providers -

Provide financial literacy training to social service providers who in turn will directly assist low-moderate-income families and individuals.

b. \$113,529 Downtown Ambassador Program

Provide street outreach, referrals and other assistance to homeless street-dependent and mentally ill individuals in the Downtown core.

3. Planning and Administrative Costs

a. \$90,000

Staffing costs to administer a compliant CDBG program.

2. Summarize the objectives and outcomes identified in the Plan

City of Olympia DRAFT PY2020 Annual Action Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The following chart summarizes our PY2020 proposed projects within the framework of the City's Coronavirus response plan:

Recipient	Project	Outcomes	HUD Goals	HUD Objectives	Proposed
Enterprise for Equity	Micro Business Training & Technical Assistance	Assistance for up to 30 micro-enterprises with less than 4 employees	Microenterprise	LMI	\$50,000
Center for Business & Innovation	Small Business Training & Technical Assistance	Assistance for up to 80 small businesses with greater than 4 employees	Economic Development	LMJ	\$75,000
Thurston Asset Building Coalition	Financial Literacy Training for Social Service Providers	Train 25-40 Social Service Providers who will int urn assist many mow-moderate-income people.	Public Services	LMI	\$50,000
City of Olympia	Microenterprise and Small business support	TBD in response to Coronavirus	Economic Development	LMJ	\$90,000
City of Olympia	Downtown Ambassador Program	Outreach for up to 150 homeless and mentally ill	Public Services	LMC	\$113,529
City of Olympia	Program Administration	Planning and Administrative Costs	N/A	N/A	\$90,000

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

In program year 2019, the Olympia CDBG Program allocated a total of \$1,000,000 to economic development activities, microenterprise activities, public facility improvements and public service activities. Unfortunately, the Salvation Army Day Center project was not completed as the subrecipient decided to seek private funding. These funds were reprogrammed to prevent, prepare for and respond to Coronavirus.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

City staff worked closely with social service providers, community organizations, businesses and local economic development partners to develop our Annual Action Plan to support activities in response to the Coronavirus pandemic. Citizen participation was encouraged throughout the planning process:

- Council public discussions of PY2020 initiated in November 2019 and revisited to prepare for, prevent, and respond to Coronavirus in April 2020.
- Public comment period opened July 10 – 20, 2020 (5-day citizen participation waiver initiated on April 16, 2020 in response to Coronavirus)
- Public hearing held on July 14, 2020
- Council adoption of PY2020 AAP on July 21, 2020.
- Submission of PY2020 AAP to HUD on or before July 30, 2020.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

N/A

6. Summary of comments or views not accepted and the reasons for not accepting them

N/A

7. Summary

N/A

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	Olympia	
CDBG Administrator	Olympia	Community Planning & Development
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative

The Olympia Community Planning and Development department staff prepare the Consolidated Plan and each Annual Action Plan.

Consolidated Plan Public Contact Information

Jessica Pollett

Senior Program Specialist

jpollett@ci.olympia.wa.us

360.709.2679

DRAFT

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City consulted with several regional organizations including the newly developed Thurston Strong economic recovery agency, Thurston Thrives Coordinating Council, Thurston Thrives Homeless Housing Hub, and Thurston County Human and Social Services department.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City's participation in these coordinating bodies allowed the City to receive valuable input from a broad range of service providers.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Thurston County Continuum of Care is the body that addresses the needs of homeless people in all populations. The CofC is also directly aligned with Coordinated Entry Team that engages in an ongoing system improvement work to seek, develop and adopt best practices for serving homeless people.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The Thurston Thrives Coordination Council works directly with the Community Investment Partnership (CIP) to develop recommendations on how best to invest all state and local funds including ESG funds. The TTCC also works closely with the Coordinated Entry Team to strengthen HMIS administration and reporting.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Thurston County Thurston Thrives
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Health Agency Child Welfare Agency Other government - State Other government - County Other government - Local Regional organization Planning organization Business and Civic Leaders

What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Economic Development Anti-poverty Strategy
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City participated in strategic regional policy to help coordinate all public funding.

2	Agency/Group/Organization	Community Investment Partnership
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Health Agency Child Welfare Agency Publicly Funded Institution/System of Care Other government - Federal Other government - State Other government - County Other government - Local Business and Civic Leaders

<p>What section of the Plan was addressed by Consultation?</p>	<p>Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy</p>
<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>The City participated in strategic regional policy to help coordinate all public funding.</p>

3	Agency/Group/Organization	Thurston County Continuum of Care
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Health Agency Child Welfare Agency Publicly Funded Institution/System of Care Other government - Federal Other government - State Other government - County Other government - Local Regional organization Planning organization

What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs HOPWA Strategy Market Analysis Economic Development Anti-poverty Strategy Lead-based Paint Strategy
Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	

Identify any Agency Types not consulted and provide rationale for not consulting

N/A

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Thurston County	Each plan emphasizes the inter-relationship of housing, shelter, supportive services and economic opportunity for all low and moderate income people.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Thurston Thrives Plan	Thurston County	Thurston Thrives incorporates a broad range of housing, health, education, economic, and other health determinants in an integrated plan for public health.

Table 3 - Other local / regional / federal planning efforts

Narrative

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City employed a 10-day public comment period after submitting Citizen Participation Plan waiver to HUD on April 16, 2020. During this time, the City consulted with other regional planning bodies to develop a balanced community development plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community Residents of Public and Assisted Housing				

City of Olympia DRAFT PY2020 Annual Action Plan

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>				
3	Newspaper Ad	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>				

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Internet Outreach	<p>Minorities</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>				

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City intends to leverage its' \$468,529 in CDBG program funds during PY2020 with funds from the Economic Recovery funds.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	403,529	65,000	0	468,529	0	The City will reprogram program income as it is received to address the current needs to prevent, prepare for and respond to Coronavirus.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

City CDBG funds will be used to leverage \$600,000 in Economic Recovery funds; and up to \$5,000,000 in Thurston County, state and federal funding.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

N/A

Discussion

The City will pursue all potential leverage by consolidating our funding review process to ensure maximum leverage of local, state and federal funding sources.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Economic Development	2018	2022	Non-Housing Community Development		Economic Development	CDBG: \$215,000	Businesses assisted: 150 Businesses Assisted
2	Public Services	2018	2022	Non-Homeless Special Needs	Downtown Urban Core	Public Services	CDBG: \$163,529	Other: 200 Other
3	General Administration	2018	2022	Administration			CDBG: \$90,000	

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Economic Development
	Goal Description	Economic development will be a primary focus in PY2020. Business support through training and technical assistance will receive the majority of funding. Subrecipients will train microenterprises and small businesses on business plans that prevent, prepare for and respond to Coronavirus.

2	Goal Name	Public Services
	Goal Description	The City will allocate funding to support public services to our most vulnerable populations. This funding will support two full-time Downtown Ambassadors who will provide street outreach to our most vulnerable populations. Ambassadors will connect homeless and mentally disabled folks to service providers in the area through coordinated entry. With shelter capacity reduced to 50% due to Coronavirus, the need of the Ambassadors service is at an all time high. The Point-In-Time census conducted in January revealed 1024 homeless persons in Thurston County, with a majority of those in Olympia.
3	Goal Name	General Administration
	Goal Description	

AP-35 Projects - 91.420, 91.220(d)

Introduction

The City's PY 2020 Annual Action Plan shifts our strategic focus on economic development and public service goals in response to Coronavirus.

#	Project Name
1	Enterprise for Equity Micro-business Training & Technical Assistance
2	Thurston Economic Development Council Small Business Training and Technical Assistance
3	Downtown Ambassador Program
4	Thurston Asset Building Coalition Financial Literacy Training
5	Planning and Administrative Costs (PAC)
6	Economic Development

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City's number one priority is preventing, preparing for and responding to Coronavirus, followed by homeless resources and assistance. The recent January 2020 Point in Time (PIT) Homeless Census revealed 1024 homeless individuals and families in Thurston County. Unsheltered homelessness in the urban hub was identified via several surveys by business and building owners as the number one problem in Olympia.

AP-38 Project Summary

Project Summary Information

DRAFT

1	Project Name	Enterprise for Equity Micro-business Training & Technical Assistance
	Target Area	
	Goals Supported	Economic Development
	Needs Addressed	Economic Development
	Funding	CDBG: \$50,000
	Description	Assistance for up to 4 -5 micro businesses (> 4 employees) & Technical assistance for 18 - 20 micro businesses.
	Target Date	8/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	25-30 businesses assisted
	Location Description	
	Planned Activities	Training and Technical Assistance
2	Project Name	Thurston Economic Development Council Small Business Training and Technical Assistance
	Target Area	
	Goals Supported	Economic Development
	Needs Addressed	Economic Development
	Funding	CDBG: \$75,000
	Description	Small business training and ongoing technical assistance for small businesses with more that four (4) employees.
	Target Date	8/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	100 businesses assisted
	Location Description	
	Planned Activities	Training and technical assistance to small businesses
3	Project Name	Downtown Ambassador Program
	Target Area	Downtown Urban Core
	Goals Supported	Public Services

	Needs Addressed	Public Services
	Funding	CDBG: \$113,529
	Description	Street outreach, referrals and other assistance to homeless and severely mentally ill street dependent individuals in Olympia's downtown core.
	Target Date	8/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	Outreach for up to 150 street dependent people daily
	Location Description	
	Planned Activities	Outreach for street dependent people daily
4	Project Name	Thurston Asset Building Coalition Financial Literacy Training
	Target Area	Downtown Urban Core
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$50,000
	Description	Train 40 - 50 Social Service Providers who will in turn directly assist many low- & moderate-income people
	Target Date	8/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	Train 40 - 50 Social Service Providers who will in turn directly assist many low- & moderate-income people
	Location Description	
	Planned Activities	Train Social Service Providers who will in turn directly assist many low- & moderate-income people
5	Project Name	Planning and Administrative Costs (PAC)
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$90,000

	Description	Planning and administrative costs to run a compliant Olympia CDBG Program.
	Target Date	8/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	All PY2020 beneficiaries
	Location Description	
	Planned Activities	Program general administration: reporting, fiscal management, project management.
6	Project Name	Economic Development
	Target Area	
	Goals Supported	Economic Development
	Needs Addressed	Economic Development
	Funding	CDBG: \$90,000
	Description	Subrecipient to be determined.
	Target Date	8/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	TBD
	Location Description	
	Planned Activities	TBD

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City will operate PY2020 CDBG program with a focus on the urban hub.

Geographic Distribution

Target Area	Percentage of Funds
Downtown Urban Core	70

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The downtown urban hub is struggling with a high concentration of unsheltered people and business loss due to the Coronavirus pandemic.

Discussion

Olympia's downtown core contains one of the lowest income, highly concentrated, residential areas in the entire city. Tract 101, Block 1, according to the American Community Survey data, consists of low and moderate-income residents. The urban hub is also the location of a high concentration of unsheltered homeless people as identified in the recent 2020 PIT Count of Homeless People. The other activities will benefit low- and moderate-income people in scattered sites around Olympia.

DRAFT

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City continues to work within its jurisdiction and with nearby jurisdictions to address zoning and development codes that increase costs of housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City will continue to explore options to remove zoning and development codes that are barriers. The City is working to expand its current multi-family tax exemption zone.

Discussion

The City will continue to work with other jurisdictions to remove or modify zoning and development codes that are barriers to affordable housing.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City of Olympia began preparing its homeless response plan, now referred to as One Community: Healthy, Safe, Housed, in 2019 in response to the ever growing need to house our most vulnerable populations. The City held listening sessions with community members and created a Community Work Group to oversee the plan's development. 1200 individuals were consulted during the development of the plan.

Actions planned to address obstacles to meeting underserved needs

The City's number one priority is homeless resources and assistance, followed by affordable housing. The One Community: Healthy, Safe, Housed plan focuses on three key strategies to alleviate homelessness in the downtown core:

1. Streamline and Enhance Rapid Response & Wrap-around Services
2. Expand Affordable Housing & Homeless Prevention
3. Increase Public Health & Safety

Actions planned to foster and maintain affordable housing

The City will work to build a continuum of housing to meet diverse needs and income levels and will increase partnerships and diversify funding to support construction of new affordable housing. The City's goal is to support 300 new units of supportive and affordable housing options over the next five years by direction of Home Fund dollars.

Actions planned to reduce lead-based paint hazards

In an effort to address lead-based paint hazards, the City of Olympia has incorporated the regulations into existing housing policies and programs for implementing Title X of the Community Development Act of 1992, part of the Residential Lead-Based Paint Hazard Reduction Act of 1992. Olympia will continue to follow 24 CFR Part 35 in addressing the evaluation and reduction of lead-based paint hazards in Olympia's housing policies and programs.

Actions planned to reduce the number of poverty-level families

The City will work with Thurston Strong to continue to fund economic development activities to provide

economic opportunities to low-moderate-income populations.

Actions planned to develop institutional structure

The City has expanded its staff capacity and local tax-based revenues to strengthen the City's overall housing and homeless strategies.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will work with the Regional Housing Council to continue to build and strengthen relationships with service providers and developers in a coordinated effort to increase supportive and affordable housing in Thurston County. The City's Homeless Response Coordinator will work with a network of outreach workers from several different organizations referred to as the Greater Outreach Workers League (GROWL) to continue to reduce barriers to homeless services.

Discussion

The One Community: Healthy, Safe, Housed plan will focus on the three key strategies within the plan to address homelessness and create supportive and affordable housing.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

N/A

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	0.00%

Discussion

DRAFT

DRAFT



City Council

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

Agenda Date: 7/21/2020
Agenda Item Number: 4.G
File Number:20-0497

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 the 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 for the July 1, 2020 to June 30, 2021 fiscal year, and authorizing the City Manager to sign the agreement.

Report

Issue:

Whether to approve the resolution authorizing the Interlocal Agreement with DES written to address Fire Protection services and billing of the State during the July 1, 2020 to June 30, 2021 fiscal year, as is allowed per RCW 35.21.779.

Staff Contact:

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, 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 2020-2021 fiscal year is \$1,248,500.00. This represents a 10% 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. The WaTech agreement is a separate action.

Neighborhood/Community Interests (if known):
N/A

Options:

1. 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 2020 to 2021 fiscal year from the State may not be collected as anticipated.

Financial Impact:

The city will receive \$1,248,500.00 from DES during the 2020-2021 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, 2020 through June 30, 2021;

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 14th day of July 2020.

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
K6604**

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 "DES" 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 2020-2021 state fiscal year. This Agreement is between the CITY and DES, 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, 2020 through June 30, 2021; and

Whereas, the amount set forth below for Washington State Department of Enterprise Services represents the state's share of costs for the 2020-2021 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 DES 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 DES 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, 2020, and ends on June 30, 2021.

4. CONSIDERATION

The State of Washington agencies listed in Section 5, *Billing and Payment Procedures* shall collectively pay the CITY the amount of \$1,248,500.00 for the full year of services under this Agreement. DES and the CITY have determined that the cost of accomplishing the work herein will not exceed \$1,248,500.00 for the 2020-2021 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 July	QTR2 October	QTR3 January	QTR4 April	Fiscal Year Total
Enterprise Services	\$275,425.58	\$275,425.58	\$275,425.58	\$275,425.58	\$1,101,702.31
SPSCC	\$31,657.84	\$31,657.84	\$31,657.84	\$31,657.84	\$126,631.35
Fish & Wildlife	\$940.57	\$940.57	\$940.57	\$940.57	\$3,762.28
State Historical Society	\$1,004.33	\$1,004.33	\$1,004.33	\$1,004.33	\$4,017.34
Military Department	\$3,096.68	\$3,096.68	\$3,096.68	\$3,096.68	\$12,386.72
Fiscal Year Total	\$312,125	\$312,125	\$312,125	\$312,125	\$1,248,500.00

DES's invoices shall be forwarded to:

Department of Enterprise Services
Attn: Rose Hong
PO Box 41480
Olympia, WA 98504-1460

6. AGREEMENT ALTERATIONS AND AMENDMENTS

DES 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 DES and the CITY, or their respective delegates. Changes to agencies' rate and/or amounts, not DES, must be negotiated between DES and the agencies, in writing, prior to DES signing the Amendment(s). DES's rates and/or amounts will be negotiated between DES 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. INDEMNIFICATION & INSURANCE

DES and the CITY each shall 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 that entity's respective performance of its responsibilities under the Agreement, except to the extent such injuries and damages are caused by the negligence of the other.

12. 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.

13. 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.

14. 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.

15. 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 shut-down or revocation of funding for fire protection services by the Legislature, DES may suspend or terminate this agreement immediately upon occurrence of either event.

16. 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.

17. 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: Rose Hong, Planning Manager
Re: Interlocal Agreement with City of Olympia
1500 Jefferson – PO Box 41480
Olympia, WA 98504-1480

18. 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.

19. 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.

20. 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, 2020, 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

STEVEN J. BURNEY
City Manager

William J. Frare
WILLIAM J. FRARE, P.E., MPA
Facility Professional Services, Assistant Director

07/08/2020

DATE

DATE

APPROVED AS TO FORM:

Michael M. Young
Deputy City Attorney

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

STATE AGENCY OWNER AND BUILDING NAMES		ADDRESS OF BUILDING	Gross SF	%	Costs FY21
Department of Enterprise Services					
	Archives (Storage)	1129 Washington St SE	51,317	1.07%	\$13,315.10
	Ayer Press House	1417 Columbia St SW	3,727	0.08%	\$967.04
	Columbia St. Garage	121 Union Ave SW	71,000	1.48%	\$18,422.20
	Conservatory (Greenhouse)	1115 Water St SW	11,300	0.23%	\$2,931.98
	Employment Security	212 Maple Park Ave SE	86,300	1.79%	\$22,392.05
	General Administration	210 11th Ave SW	283,865	5.90%	\$73,653.77
	Governor's Mansion	501 13th Ave SW	21,400	0.44%	\$5,552.61
	Highway Licenses	1125 Washington St SE	193,900	4.03%	\$50,310.77
	Irving R. Newhouse Building	215 Sid Snyder Ave SW	25,084	0.52%	\$6,508.49
	Insurance	302 Sid Snyder Ave SW	66,502	1.38%	\$17,255.11
	John A. Cherberg	304 15th Ave SW	100,377	2.09%	\$26,044.58
	John L. O'Brien	504 15th Ave SW	100,700	2.09%	\$26,128.39
	Legislative	416 Sid Snyder Ave SW	255,564	5.31%	\$66,310.58
	Natural Resources Building	1111 Washington St SE	387,558	8.05%	\$100,558.75
	NRB Garage	1111 Washington St SE	394,200	8.19%	\$102,282.13
	Office Building Two	1115 Washington St SE	379,204	7.88%	\$98,391.15
	Old Capitol	614 Washington ST SE	120,500	2.50%	\$31,265.85
	Plaza Garage	200 14th Ave SE	846,100	17.58%	\$219,535.54
	Powerhouse	900 Water St SW	10,000	0.21%	\$2,594.68
	Joel M. Pritchard Building	415 15th Ave SW	55,485	1.15%	\$14,396.56
	ProArts	206-208 11th Ave	11,243	0.23%	\$2,917.19
	Carlyon Press House	201 Sid Snyder Ave SW	5,600	0.12%	\$1,453.02
	State Farm	1068 Washington Street	1,539	0.03%	\$399.32
	Temple of Justice	415 12th Ave SW	85,900	1.79%	\$22,288.27
	Transportation	310 Maple Park Ave SE	204,767	4.26%	\$53,130.40
	DOT Garage	310 Maple Park Ave SE	157,800	3.28%	\$40,943.99
	Information - Visitor Center	103 Sid Snyder Ave SW	1,500	0.03%	\$389.20
	State Daycare on Perry	232 Perry Street	7,138	0.15%	\$1,852.08
	Union Avenue Building	120 Union Ave SE	12,900	0.27%	\$3,347.13
	Washington Street Building	1007 Washington St sE	14,580	0.30%	\$3,783.04
	Capitol Ct. Building	1110 S. Capital Way	40,948	0.85%	\$10,624.68
	James M. Dolliver Building	801 Capital Way S	23,385	0.49%	\$6,067.65
	Helen Sommers Building	106 11th Ave SW	214,628	4.46%	\$55,689.01
Subtotal - Department of Enterprise Services			4,246,011	88.24%	\$1,101,702.31
SPSCC Community College					
	SPSCC Community College System, SPCC	2011 Mottman SW	488,043	10.14%	\$126,631.35
Subtotal - SPSCC Community College			488,043	10.14%	\$126,631.35
Department of Fish & Wildlife					
	Wildlife Office	600 Capitol Way N	14,500	0.30%	\$3,762.28
Subtotal - Department of Fish & Wildlife			14,500	0.30%	\$3,762.28
Washington State Historical Society					
	WSHS, State Capitol Museum	211 21st Ave SW	15,483	0.32%	\$4,017.34
Subtotal - WSHS			15,483	0.32%	\$4,017.34
Military Department					
	Armory	515 Eastside St SE	41,083	0.85%	\$10,659.71
	Armory - Vehicle Storage	515 Eastside St SE	6,656	0.14%	\$1,727.02
Subtotal - Military Department			47,739	99.00%	\$12,386.72
Total for Fiscal Year 2021 City of Olympia Fire Protection Services			4,811,776	100.00%	\$1,248,500.00



City Council

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

Agenda Date: 7/21/2020
Agenda Item Number: 4.H
File Number: 20-0498

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 the resolution authorizing the Interlocal Agreement between the City of Olympia (City) and Washington Consolidated Technology Services (WaTech) for Fire Protection services for the July 1, 2020 to June 30, 2021 fiscal year, and authorizing the City Manager to sign.

Report

Issue:

Whether to approve the resolution authorizing the Interlocal Agreement with WaTech written to address Fire Protection services and subsequent billing for WaTech during the July 1, 2020 to June 30, 2021 fiscal year.

Staff Contact:

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) at 1500 Jefferson, do total to an assessed value of more than 10 percent. The 1500 Jefferson building is included in the calculation used to determine the amount of State property in the City. The remainder of the Department of Enterprise Services buildings and their fire protection agreement is a separate action.

The building at 1500 Jefferson, occupied by WaTech, chooses to negotiate separately from Department of Enterprise Services for their building(s) on the Capitol Campus.

The amount of the WaTech contract for the 2020-2021 fiscal year is \$100,000.00. This reflects an approximately 10 percent increase from the previous contract.

Neighborhood/Community Interests (if known):
N/A

Options:

1. 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 2020 to 2021 fiscal year from the State may not be collected as anticipated.

Financial Impact:

The City will receive \$100,000.00 from WaTech during the 2020-2021 fiscal year. Additionally, under a separate contract, the City will receive funding from Washington State Department of Enterprise Services, 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 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, 2019 through June 30, 2020, 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 Thousand and No/100 Dollars (\$100,000.00), which represents its cost for July 1, 2020 through June 30, 2021 fire protection services;

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 14th day of July 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
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 20-115**

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;

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;

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, 2019 through June 30, 2020 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, 2020 through June 30, 2021 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 lease-holder 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 Assistant Fire Chief/Fire Marshal shall be responsible for management of the fire protection services provided herein. The Assistant Fire Chief/Fire Marshal shall be the contact person for all communication regarding any work under this Agreement. Any requests for records or documents or any other inquiries by Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," shall be submitted to the Assistant Fire Chief/Fire Marshal.

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 Thousand Dollars and Zero Cents (\$100,000.00) for fire protection services under this Agreement for the period starting July 1, 2020 through June 30, 2021.

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 shall be 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 will 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 \$25,000.00	October \$25,000.00	January \$25,000.00	April \$25,000.00	Total \$100,000.00

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 will 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 shall not be 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 shall commence on July 1, 2020 and shall continue through June 30, 2021, 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 shall be liable only for performance in accordance with the terms of this Agreement rendered prior to the effective date of termination.

X. Disputes

If a dispute arises under this Agreement, it shall be determined by a Dispute Resolution Board comprised of individuals selected in the following manner: one person shall be appointed to the Dispute Resolution Board by the agency director of Washington State Consolidated Technological Services agency, also known as Washington Technology Solutions or "WaTech," and one person shall be appointed by the City Manager of the City of Olympia. Both board members so appointed shall jointly appoint a third member to the Dispute Resolution Board. If the two appointed members of the Dispute Resolution Board cannot agree on a third member of the Dispute Resolution Board, then any party to this Agreement can ask that a third member of the Dispute Resolution Board be appointed by a judge of the Thurston County Superior Court. The Dispute Resolution Board, once three members have been appointed, shall evaluate the dispute and make a determination based on submittals of both parties to this Agreement, a majority of the Dispute Resolution Board issuing its decision. Dispute resolution shall be attempted prior to filing any action in court.

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 shall be unaffected.

XIII. Recording

This Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

XIV. Notice

Any notice required under this Agreement shall 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, Deputy Director of Administrative Services
Washington Consolidated Technology Services (WaTech)
1500 Jefferson Street SE
PO Box 41501
Olympia, WA 98504-1501

XV. Interpretation and Venue

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

XVI. Effective Date

This Agreement shall take effect as of July 1, 2020 and shall end June 30, 2021.

CITY OF OLYMPIA

**WASHINGTON STATE CONSOLIDATED
TECHNICAL SERVICES, "WATECH"**

Steven J. Burney, City Manager

Timothy Gallivan

Tim Gallivan, Chief Financial Officer

Date: _____

Date: 07/13/2020

APPROVED AS TO FORM:

Mark Barber

Mark Barber, 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 a Sublease Agreement with Fiddlehead Marina for a Portion of Percival Landing

Agenda Date: 7/21/2020
Agenda Item Number: 4.I
File Number:20-0550

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

Title

Approval of a Resolution Authorizing a Sublease Agreement with Fiddlehead Marina for a Portion of Percival Landing

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Resolution Authorizing the City Manager to Execute a Sublease Agreement with the owner of Fiddlehead Marina.

Report

Issue:

Determine whether to renew a Sublease Agreement with the owner of Fiddlehead Marina for a small area of land over which an existing segment of the Percival Landing boardwalk is constructed.

Staff Contact:

Laura Keehan, Parks, Arts and Recreation Department, Planning & Design Manager, 360.570.5855

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Two small segments of the existing Percival Landing boardwalk (totaling approximately 224 square feet) are constructed over an area that the City has subleased from Fiddlehead Marina since 1984. The City's sublease area is included in a larger area that Fiddlehead Marina leases directly from the Washington State Department of Natural Resources (DNR).

Fiddlehead Marina is entering into a 30-year lease with DNR and would like to update its sublease with the City to match the same 30-year term.

Neighborhood/Community Interests (if known):

None identified.

Options:

1. Approve the Resolution Authorizing the Sublease Agreement with Fiddlehead Marina and direct the City Manager to sign the Sublease Agreement once Fiddlehead Marina has executed its aquatic lease with DNR.
2. Direct staff to modify the Sublease.
3. Do not approve the Sublease.

Financial Impact:

There is no fee associated with this Sublease Agreement, as DNR does not charge a fee to the Fiddlehead Marina for the area that is subleased to the City.

Attachments:

Resolution

Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING
THE SUBLEASE BY AND BETWEEN THE CITY OF OLYMPIA AND FIDDLEHEAD MARINA, INC.
FOR A SUBLEASE OF AQUATIC LANDS LEASE NO. 22-A02559.**

WHEREAS, Fiddlehead Marina, Inc. is the Tenant pursuant to Aquatic Lands Lease No. 22-A02559 ("Master Lease"), which commenced on July 1, 2002. The State of Washington, acting through the Department of Natural Resources ("State") is the landlord under the Master Lease. The aquatic lands subject to the Master Lease are in lower Budd Inlet, and Fiddlehead Marina, Inc. operates the Fiddlehead Marina on those leased aquatic lands; and

WHEREAS, Fiddlehead Marina, Inc. subleases a portion of its aquatic lands leased from the State under the Master Lease to the City of Olympia for use as part of the City's Percival Landing facility, including portions of the boardwalk and parking facilities; and

WHEREAS, Fiddlehead Marina, Inc. and the State are in the process of negotiating a new Master Lease, which will replace the current Master Lease, and will have a term of 30 years. It is expected that Fiddlehead Marina, Inc. and the State will execute that new Master Lease in early August 2020, and that the new Master Lease will have Aquatic Lands Lease No. 22-B02559; and

WHEREAS, with Fiddlehead Marina, Inc. and the State executing a new Master Lease, it is necessary for Fiddlehead Marina, Inc. (or its successor) and the City to enter into a new sublease for those portions of the Fiddlehead aquatic lease area on which the City operates its Percival Landing facilities; and

WHEREAS, the City and Fiddlehead Marina, Inc. anticipate that Fiddlehead Marina, Inc. will be transferring its interest in its Master Lease with the State to Fiddlehead Marina, LLC, a different legal entity, which is purchasing Fiddlehead Marina Inc.'s Fiddlehead Marina facilities and other assets; and

WHEREAS, the City and Fiddlehead Marina, Inc. have negotiated and agreed to terms on a new sublease for that portion of Fiddlehead's aquatic lease area for the City's Percival Landing facilities. The draft updated Sublease is attached hereto as Exhibit A. This new sublease may be executed after Fiddlehead's new Master Lease with the State is executed.

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

1. The Olympia City Council hereby approves the form of updated Sublease between the City of Olympia and Fiddlehead Marina, Inc. 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 Sublease, and any other documents necessary to execute said Sublease, and to make any minor modifications as may be required and are consistent with the intent of the Sublease, or to correct any scrivener's errors.

3. The City Council hereby recognizes that Fiddlehead Marina Inc.'s interest in the Master Lease with the State, and other marina facilities and assets, are anticipated to be transferred to Fiddlehead Marina, LLC, and that Fiddlehead Marina Inc.'s rights and interest under the updated Sublease will be transferred to Fiddlehead Marina, LLC, which will become the sublessor to the City. The City Manager is authorized to consent to such assignment on behalf of the City, should the City's consent be required.

PASSED BY THE OLYMPIA CITY COUNCIL this 21st day of July 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

EXHIBIT A

SUBLEASE OF AQUATIC LANDS LEASE NO. 22-A02559

FIDDLEHEAD MARINA, INC. ("SUBLESSOR")

AND

CITY OF OLYMPIA ("SUBLESSEE")

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EXHIBIT A: MASTER LEASE

EXHIBIT B: MASTER LEASE AREA AND SUBLEASE AREA MAP

EXHIBIT C: SUBLEASED AREA LEGAL DESCRIPTION

EXHIBIT A

SUBLEASE OF AQUATIC LANDS LEASE NO. _____
FIDDLEHEAD MARINA, INC. ("SUBLESSOR")

AND

CITY OF OLYMPIA ("SUBLESSEE")

THIS SUBLEASE OF AQUATIC LANDS LEASE NO. 22-B02559 ("**Sublease**") is dated for reference purposes as of _____, 2020 and is made by and between **FIDDLEHEAD MARINA, INC.**, a Washington corporation, whose address is 611 Columbia St. NE Olympia, WA 98501 ("Sublessor") and the **CITY OF OLYMPIA**, a Washington municipal corporation, whose address is P.O. Box 1967, Olympia, Washington 98507-1967, ("Sublessee") (individually Sublessor and Sublessee are referred to herein as "Party" and collectively as "Parties").

RECITALS

- A. Fiddlehead Marina, Inc. is the Tenant pursuant to Aquatic Lands Lease No. 22-B02559, which commenced on _____ ("Master Lease"), attached hereto as Exhibit "A". The State of Washington, acting through the Department of Natural Resources ("State") is the landlord under the Master Lease. The Master Lease covers certain State-owned aquatic lands more particularly depicted in Exhibit "B" ("Sublease of Aquatic Lands Lease No. 22-B02559– Master Lease Area and Sublease Area Map") ("Leased Property").
- B. In consideration of the mutual benefits created in this Sublease and other good and valuable consideration, Sublessor desires to sublease a portion of the Leased Property to Sublessee, and Sublessee desires to sublease that portion of the Leased Property from Sublessor. The portion of the Leased Property to be subleased is more particularly described in Exhibit "C" ("Sublease of Aquatic Lands Lease No. 22-B02559 – Sublease Area Legal Description") ("Subleased Property").
- C. The Subleased Property is being subleased to Sublessee so that Sublessee may construct, place, and maintain upon the Subleased Property a boardwalk and parking facilities ("Percival Landing Facilities"), all in accord with the design drawings for Percival Landing North.
- D. The Parties recognize that sea level rise may necessitate modifications to Percival Landing Facilities in the future and so modifications to this Sublease may be required in the future. As provided below, the Parties agree in this Sublease to cooperate in good faith in to address the effects of sea level rise on the Percival Landing Facilities and make necessary modification to this Sublease.

AGREEMENT

THEREFORE, in consideration of the above recitals and the mutual promises set forth in this Sublease, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **RELATIONSHIP OF THE PARTIES.** Sublessor is a Tenant of the State and no privity of contract exists between Sublessee and State. Sublessor assumes no liability for any willful misconduct, gross negligence, or negligence of State and Sublessor covenants only to deliver such services, if any, as are provided in this Sublease. Sublessee's sole remedy for Sublessor's failure to deliver such services is

Sub-Lease - Lease No. 22-B02559

EXHIBIT A

rescission of this Sublease. The Sublessee shall observe and follow all lease terms and conditions promulgated by State under the Master Lease, except as otherwise provided in this Sublease.

2. **SUBLEASED PROPERTY.** Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor for the Term, as defined below, and upon all of the terms and conditions set forth in this Sublease, the Subleased Property described in Exhibit "C", subject to the terms of the Master Lease, except as otherwise provided in this Sublease. The Subleased Property comprises approximately 0.005 acres and represents approximately .24% of the total Leased Property, 2.12 acres.

3. **TERM.**

a) Term. The term of this Sublease commences on the date of last signature, below, but in no event earlier than the commencement of the Master Lease ("Commencement Date") and ends one day prior to the expiration date of the Master Lease, _____, 2050, or earlier termination of the Master Lease ("Term").

b) Delay in Commencement. Notwithstanding the Commencement Date, if for any reason Sublessor cannot deliver possession of the Subleased Property to Sublessee on the Commencement Date, Sublessor is not liable therefore, nor does such failure affect the validity of this Sublease or the obligations of Sublessee hereunder. The Term is not extended as a result of any such delay. Sublessee is not obligated to pay the Rent described below until possession of the Subleased Property is tendered to Sublessee. If Sublessor has not delivered possession of the Subleased Property within sixty (60) days from the Commencement Date, Sublessee may, upon providing written notice to Sublessor, cancel this Sublease, in which event the Parties are discharged from all obligations contained in this Sublease.

c) Termination by Sublessor. Sublessor may terminate this Sublease prior to the end of the Term only if Sublessee abandons and no longer uses the Percival Landing Facilities.

d) Termination of Sublease Upon Termination of Master Lease. In the event of termination of the Master Lease, this Sublease terminates effective one day prior to such termination of the Master Lease.

4. **RENT. NONE**

5. **USE.**

a) Sublessor hereby authorizes Sublessee to construct, re-construct, place, and maintain upon the Subleased Property the Percival Landing Facilities, in accordance with the design drawings for Percival Landing North. Sublessor hereby further authorizes Sublessee to temporarily occupy and use adjacent portions of the Leased Property for the construction, re-construction, maintenance, or repair of the Percival Landing Facilities.

b) Sublessee may use and occupy the Subleased Property only for those purposes of constructing, re-constructing, placing, and maintaining the Percival Landing Facilities. Sublessee may not use the Subleased Property for any other purposes. Any other use or the failure to obtain necessary consents is a material breach of this Sublease.

c) Sublessee shall not do or permit anything to be done in or about the Subleased Property nor bring or keep anything therein that will increase the existing rate for insurance or cause a cancellation of any insurance policy covering the Subleased Property or the Leased Property.

EXHIBIT A

d) Sublessee shall, at Sublessee's expense, comply at all times with all applicable statutes, ordinances, rules, regulations, or other laws during the Term relating to Sublessee's use and occupancy of the Subleased Property. Sublessee shall not use or permit the use of the Subleased Property in any manner that will tend to create waste or a nuisance. Sublessee and Sublessee's employees and contractors shall conduct themselves in a responsible manner, and shall not violate any laws, while on the Subleased Property. Failure to comply with the terms of this paragraph is a material breach of this Sublease.

e) The Subleased Property is to be used for the benefit of the public and Sublessor will not interfere with the right of any member of the public to lawfully use the Percival Landing Facilities.

f) Sublessee shall maintain the Percival Landing Facilities in a reasonable manner and shall make necessary repairs thereto in a timely fashion.

g) Sublessee's occupancy and use of the Subleased Property may not unreasonably interfere with the business of the Sublessor.

i) Sublessor retains the right to maintain and upgrade its existing utility lines and facilities which are currently located on the property.

j) At the request of either party, the Parties will cooperate in good faith to modify this Sublease during the Term as necessary to address the effects of sea level rise on the Leased Property or the Percival Landing Facilities.

6. **CONDITION OF THE SUBLEASED PROPERTY.** Except as expressly provided herein, Sublessor has not and does not make any representation or warranty to Sublessee concerning the physical condition, value, permitted uses, or any other attributes or qualities of the Subleased Property. Sublessee, for itself and its representatives, successors, and assigns accepts the Sublease and takes possession of the Subleased Property in its "AS-IS," "WHERE-IS" condition, and may not make any claim, demand, or notice against Sublessor on account of the condition of the Subleased Property. **IN ENTERING INTO THIS SUBLEASE: (A) SUBLESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATIONS, EXAMINATIONS, AND INSPECTIONS AND THOSE OF SUBLESSEE'S REPRESENTATIVES AND CONSULTANTS, AND ITS OWN JUDGMENT AS TO SUCH MATTERS; (B) SUBLESSEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY, DIRECT OR INDIRECT, MADE BY SUBLESSOR OR ON SUBLESSOR'S BEHALF, ORAL OR WRITTEN, EXPRESS OR IMPLIED, TO SUBLESSEE OR ANY AGENTS, REPRESENTATIVES, OR EMPLOYEES OF SUBLESSEE, WITH RESPECT TO THE CONDITION OF THE SUBLEASED PROPERTY, ITS COMPLIANCE WITH ANY LAWS, ANY RESTRICTIONS RELATED TO THE DEVELOPMENT OF THE SUBLEASED PROPERTY, THE SUITABILITY OF THE SUBLEASED PROPERTY FOR ANY PURPOSES WHATSOEVER, THE APPLICABILITY OF OR COMPLIANCE OF THE SUBLEASED PROPERTY WITH ANY GOVERNMENTAL REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO ZONING, LAND USE, AND ENVIRONMENTAL REQUIREMENTS PERTAINING TO THE SUBLEASED PROPERTY, ANY INCOME, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS, CLAIMS ON OR AFFECTING OR PERTAINING TO THE SUBLEASED PROPERTY, OR TO ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE SUBLEASED PROPERTY OR THIS SUBLEASE; AND (C) SUBLESSEE IS AWARE THAT SUBLESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SUBLEASED PROPERTY.**

Any alterations or improvements to be constructed by Sublessee must be approved by State as set forth in Section 7 of the Master Lease. Any and all Sublessee alterations or improvements, including

EXHIBIT A

alterations and improvements existing as of the commencement of the Term of this Sublease, must be removed prior to the end of the Term unless Sublessor and State specifically agree otherwise. Sublessee has no right to make alterations or improvements to any portion of the Subleased Property except as expressly agreed to by Sublessor and as approved by State.

7. MASTER LEASE.

a) Subject to Master Lease. This Sublease is subject to and subordinate to all the provisions, terms, covenants, and conditions of the Master Lease. Sublessee has received and reviewed a copy of the Master Lease. In the event of a conflict between the Master Lease and this Sublease, the terms of the Master Lease control. As between Sublessor and Sublessee the terms, conditions, and respective obligations of Sublessor and Sublessee to each other under this Sublease are the terms and conditions of the Master Lease except for those provisions of the Master Lease that are specifically excluded from or are inconsistent with the terms of the Sublease. Therefore, for the purpose of this Sublease, the term "Tenant" in the Master Lease is deemed to mean "Sublessee" in this Sublease and the term "State" in the Master Lease is deemed to mean "Sublessor" in this Sublease.

b) Master Landlord Consent. Neither Party has any rights or obligations under this Sublease unless and until the written consent of the State for this Sublease in a form acceptable to the Parties (the "Master Landlord Consent") is obtained and delivered to Sublessor and Sublessee, if and as required under the Master Lease. If Master Landlord Consent is not obtained by _____, 2020, then upon notice from either Party to the other delivered prior to the obtaining of the Master Landlord Consent, this Sublease terminates. In addition, to the extent the Assumed Master Lease Obligations (defined below) requires Sublessee to obtain the consent or approval of State, those obligations require the consent or approval of both Sublessor and State. Once Sublessor's consent or approval is obtained, Sublessor shall cooperate with Sublessee's efforts to obtain State's consent or approval.

c) Duties and Obligations under Master Lease. Sublessee assumes, agrees to perform, and observe all provisions, terms, covenants, and conditions of Sublessor under the Master Lease as the same relate to the Subleased Property and to Sublessee's use and occupancy of the Subleased Property during the Term, except as may be expressly provided to the contrary herein (collectively, the assumed obligations are referred to herein as the "Assumed Master Lease Obligations").

d) Master Lease Time Periods. When, pursuant to the Assumed Master Lease Obligations, Sublessee is required to perform some act or to make some payment within a given number of days after an event, in each such instance the given number of days is reduced by the lesser of (a) one-half of the number of days specified in the Master Lease; or (b) five business days, so that Sublessor has an opportunity (but not an obligation) to cure any default of Sublessee under the Assumed Master Lease Obligations before a default occurs under the Master Lease. If the resulting number of days is not a whole number, it is rounded up to the nearest whole number of days.

e) No Knowledge of Default under Master Lease. Sublessor warrants and represents that Sublessor has received no notice of, and has no knowledge of, any default or material breach by Sublessor of any of its obligations under the Master Lease.

f) Modifications of Master Lease. Sublessor agrees to refrain from entering into any amendment to or modification of the Master Lease that would conflict with or limit the rights granted to Sublessee by this Sublease.

g) State's Obligations. Sublessor's only obligation to Sublessee with respect to the enforcement of State's obligations under the Master Lease is to use Sublessor's good faith efforts to do

EXHIBIT A

so, but Sublessor may elect not to enforce its rights under the Master Lease without incurring any liability to Sublessee whatsoever if enforcing such rights, in the reasonable judgment of Sublessor, would be detrimental to the overall relationship between Sublessor and State.

h) Sublessee's Obligations. Sublessee shall hold Sublessor free and harmless of and from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys' fees arising out of Sublessee's failure to comply with or perform Sublessee's obligations hereunder.

i.) Transfer of Master Lease. This Sublease is an encumbrance on Sublessor's Master Lease. Should Sublessor move to convey or transfer its leasehold interest under the Master Lease, it shall notify Sublessee of its intention to do so at least twenty (20) days prior to executing said conveyance or transfer. Furthermore, any such conveyance or transfer must include as a condition thereof a provision that the conveyance or transferee is bound by the terms of this Sublease.

j. Other subleases. Sublessor shall not further sublease the Leased Property in a manner or to an extent which interferes with the use of the Subleased Property by Sublessee or the general public under this Sublease.

8. **ASSIGNMENT AND SUBLETTING.** Sublessee may not assign, mortgage, pledge, hypothecate, or otherwise encumber this Sublease, or any interest herein or any right or privilege appurtenant hereto. Sublessee may not sublet all or any portion of the Subleased Property. Any assignment, transfer, or sublease made in violation of this Section is void. Any such subletting or assignment of this Sublease or the Subleased Property is a material breach of this Sublease and results in an immediate termination of the Sublease.

9. **ENTRY AND INSPECTIONS.** Sublessor may enter the Subleased Property at any time to inspect the Subleased Property. Sublessor is not liable in any manner for any inconvenience, disturbance, loss of business, nuisance, interference with quiet enjoyment, or other damage arising out of Sublessor's entry on the Subleased Property as provided in this section, except damage, if any, resulting from the negligence or willful misconduct of Sublessor or its authorized representatives.

10. **INDEMNIFICATION.**

a) Indemnification of Sublessor: Sublessee shall hold Sublessor harmless from any claims arising from Sublessee's use and occupancy of the Subleased Property or from any activity permitted by Sublessee in or about the Subleased Property, and any claims arising from any breach or default in Sublessee's performance of any obligation under the terms of this Sublease or the Master Lease. If any action or proceeding is brought by reason of any such claim in which Sublessor is named as a Party, Sublessee shall defend Sublessor therein at Sublessee's expense by counsel reasonably satisfactory to Sublessor. Sublessor and its agents are not liable for any damage to property, nor for loss or damage to any property by theft or damage, nor from any injury to or damage to persons or property resulting from any cause whatsoever, unless caused by or due to the negligence or willful misconduct of Sublessor, its agents or employees.

b) Indemnification of State:

(1) Sublessee shall indemnify, defend, and hold harmless State, its employees, officials, officers, and agents from any Claim arising out of the Permitted Use of the Subleased

EXHIBIT A

Property, any Claim arising out of activities related to the Permitted Use of the Subleased Property, and any Claim arising out of the use, occupation, or control of the Subleased Property by Sublessee, its, contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees to the fullest extent permitted by law and subject to the limitations provided below.

(2) "Claim" as used in this Paragraph 10. b) means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys' fees), fines, penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Property, diminution in value, and/or damages resulting from loss of use of the Property.

(3) State shall not require Sublessee to indemnify, defend, and hold harmless State, its employees, officials, officers, and agents for a Claim caused solely by or resulting solely from the negligence or willful act of State, its employees, officials, officers, or agents.

(4) Sublessee specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW in connection with its obligation to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents. Further, Sublessee's obligation under this Sublease to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents is not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the worker's compensation acts.

(5) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a Claim is caused by or results from the concurrent negligence of (a) State or State's employees, officials, officers, or agents, and (b) the Sublessee or Sublessee's agents or employees, these indemnity provisions are valid and enforceable only to the extent of the negligence of the Sublessee and those acting on its behalf.

(6) Section 8 of the Master Lease, Environmental Liability/Risk Allocation, exclusively govern Sublessee's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold harmless State for Hazardous Substances.

11. **INSURANCE.**

a) Sublessee assumes the risk of damage to any fixtures, goods, inventory, merchandise, equipment, improvements, and Sublessor is not liable for injury to Sublessee's business or any loss of income relative to such damage. The Sublessee shall, at all times during the Term, and at its own cost, procure and continue in force insurance coverage in accordance with the terms of the Master Lease. Sublessee shall deliver to Sublessor prior to occupancy of the Subleased Property copies of the policies of insurance required of sublessor under the terms of the Master Lease, and naming Sublessor and State as additional named insureds.

EXHIBIT A

b) Waiver of Subrogation. As long as their respective insurers so permit, Sublessor and Sublessee each hereby waive any and all rights of recovery against the other for any loss or damage occasioned to such waiving Party or its property of others under its control to the extent that such loss or damage is insured against under any fire or extended coverage insurance policy that either may have in force at the time of such loss or damage. Each Party shall obtain any special endorsement, if required by their insurer, to evidence compliance with this waiver.

12. **SUBLESSOR'S REMEDIES UPON DEFAULT.**

Except as expressly otherwise provided in this Sublease, if Sublessee:

a) fails to deliver possession of the Subleased Property upon termination of this Sublease in the condition it is required to be delivered under the terms of the Master Lease upon the expiration or earlier termination of the Master Lease;

b) defaults under the Assumed Master Lease Obligations as the same may be modified by the terms of this Sublease;

c) fails to pay any Annual Rent within five (5) business after the same is due or fails to pay any other sum payable under this Sublease or the Master Lease when due; or

d) fails to perform or observe any other covenant, term, provision, or condition of this Sublease, which failure continues for ten (10) business days after written notice from Sublessor to Sublessee describing such failure, then in each instance,

Sublessee shall be in default under this Sublease and Sublessor shall be entitled to all the right and remedies available to State under the Master Lease following an event of default by the tenant thereunder and to any other rights and remedies available to a landlord under applicable law.

13. This paragraph intentionally omitted.

14. **ATTORNEY'S FEES.** If either Party brings an action to enforce the terms of this Sublease or to otherwise declare rights hereunder, the prevailing Party in said action, on trial and appeal, shall be entitled to recover reasonable attorneys' fees from the non-prevailing Party(s) as fixed by the Court.

15. **WAIVER.** No failure of the either Party to enforce any term of this Sublease may be deemed to be a waiver.

16. **NOTICES.** Any notice that either Party hereto may, or is required to, give must be given by mailing the same to:

SUBLESSOR: FIDDLEHEAD MARINA, INC.
Attention: Mr. Bob Wubbena
611 Columbia St. NW
Olympia, WA 98501

EXHIBIT A

SUBLESSEE: CITY OF OLYMPIA
P.O. Box 1967
Olympia, WA 98507-1967

Each Party shall notify the other promptly of any change in address. The additional provisions of Notice in the Master Lease control.

17. **RECORDING.** Sublessee shall record this Sublease in accordance with the terms of the Master Lease and shall provide such recording information to Sublessor and State upon completion.

18. **SEVERABILITY.** If a court concludes that any provision of this Sublease is invalid or unenforceable, the remainder remains valid and enforceable according to its terms. Each and every provision of this Sublease that provides for a limitation of liability, disclaimer of warranties, or exclusions of damages is intended by the Parties to be severable and independent of any other provision and to be enforced as such. Further, if any remedy under this Sublease is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth in this Section remains in full force and effect.

19. **ENTIRE AGREEMENT.** This Sublease expresses the Parties' entire understanding and agreement as to the subject matter, and there are no other warranties, representations, covenants, or understandings made by either Party to the other. This Sublease supersedes, terminates, and otherwise renders null and void any and all prior agreements or contracts, whether written or oral, entered into between Sublessee and Sublessor with respect to the matters expressly set forth in this Sublease.

THIS Sublease requires the signature of all Parties and is executed as of the date of the last signature below.

SUBLESSEE
CITY OF OLYMPIA

I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Sublease Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.

Steven J. Burney
City Manager
Dated _____

Approved as to form:

Deputy City Attorney

EXHIBIT A

SUBLESSOR
FIDDLEHEAD MARINA

I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Sublease Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.

Robert Wubben, Fiddlehead Marina, Inc.

Dated _____

Exhibit A
EXHIBIT A

**THIS DRAFT DOES NOT CONSTITUTE AN OFFER
NOR A COMMITMENT TO EXTEND AN OFFER**

When recorded, return to:
Robert Wubben
Fiddlehead Marina, Inc.
611 Columbia Street NW STE D
Olympia, WA 98501



HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

AQUATIC LANDS LEASE

Lease No. 22-B02559

Grantor: Washington State Department of Natural Resources
Grantee(s): Fiddlehead Marina, Inc.
Legal Description: SW1/4 NW1/4, Section 14, Township 18 North, Range 2 West, W.M.
Complete Legal Description on Page 39
Auditor Reference Number 4715890
Assessor's Property Tax Parcel or Account Number: Not Applicable
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this lease: Not Applicable

THIS LEASE is between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and FIDDLEHEAD MARINA, INC., a Washington corporation ("Tenant").

BACKGROUND

Tenant desires to lease a portion of the aquatic lands commonly known as Budd Inlet, which is a harbor area located in Thurston County, Washington, from State, and State desires to lease the Property to Tenant pursuant to the terms and conditions of this Lease. State has authority to enter into this Lease under Chapter 43.12, Chapter 43.30 and Title 79 of the Revised Code of Washington (RCW).

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THEREFORE, the Parties agree as follows:

SECTION 1 PROPERTY

1.1 Property Defined.

- (a) State leases to Tenant and Tenant leases from State the real property described in Exhibit A together with all the rights of State, if any, to improvements on and easements benefiting the Property, but subject to the exceptions and restrictions set forth in this Lease (collectively the “Property”).
- (b) This Lease is subject to all valid interests of third parties noted in the records of Thurston County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) This Lease does not include a right to harvest, collect, or damage natural resources, including aquatic life or living plants; water rights; mineral rights; or a right to excavate or withdraw sand, gravel, or other valuable materials.
- (d) State reserves the right to grant easements and other land uses on the Property to others when the easement or other land uses will not interfere unreasonably with the Permitted Use.

1.2 Survey and Property Descriptions.

- (a) Tenant warrants that the record of survey referenced in Exhibit A includes a true and accurate description of the Property boundaries and the location of the Improvements existing on the Property. Tenant’s obligation to provide a true and accurate description of the Property boundaries and the location of the Improvements existing on the Property is a material term of this Lease.
- (b) Tenant’s use or occupancy of any state-owned aquatic lands outside the Property boundaries is a material breach of this Lease and State may seek remedies under Section 14 of this Lease in addition to any other remedies afforded by law or equity or otherwise.

1.3 Inspection. State makes no representation regarding the condition of the Property, improvements located on the Property, the suitability of the Property for Tenant’s Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Property, or the existence of hazardous substances on the Property. Tenant inspected the Property and accepts it “AS IS.”

SECTION 2 USE

EXHIBIT A

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2.1 Permitted Use. Tenant shall use the Property for an open moorage marina, a portion of an office building, and portions of a public access boardwalk (the “Permitted Use”), and for no other purpose. Exhibit B includes additional details about the Permitted Use, the Property, and Improvements. The Permitted Use of this Lease shall not be changed or modified without the written consent of State, which shall be at State’s sole discretion.

2.2 Restrictions on Permitted Use and Operations. The following limitations and requirements apply to the Property and adjacent state-owned aquatic land. Tenant’s compliance with the following does not limit Tenant’s liability under any other provision of this Lease. Exhibit B includes additional obligations on Tenant.

- (a) Tenant shall not cause or permit:
 - (1) Damage to natural resources,
 - (2) Waste, or
 - (3) Deposit of material, unless approved by State in writing. This prohibition includes deposit of fill, rock, earth, ballast, wood waste, refuse, garbage, waste matter, pollutants of any type, or other matter.
- (b) Nothing in this Lease shall be interpreted as an authorization to dredge the Property.
- (c) If pressure washing or cleaning any equipment, machinery, or floating or fixed structures, Tenant shall avoid scouring the substrate and damaging any aquatic land and vegetation. Tenant shall also comply with the following limitations:
 - (i) If equipment contains or is covered with petroleum based products: (1) Tenant shall not pressure wash such equipment in or over the water and (2) all wash water must be contained and taken to an approved treatment facility.
 - (ii) Tenant shall collect or sweep up non-organic debris accumulations on structures resulting from pressure washing and properly dispose of such debris in an upland location.
 - (iii) Tenant shall pressure wash using only clean water. Tenant shall not use or add to the pressure washing unit any detergents or other cleaning agents.
 - (iv) Tenant shall pressure wash painted structures using appropriate filter fabric to control and contain paint particles generated by the pressure washing.
- (d) Tenant shall avoid damage caused by propeller wash from vessels.
- (e) Tenant shall not allow vessels to come in contact with underlying bedlands (commonly referred to as “grounding out”) at any time.
- (f) Tenant shall not allow floating structures to come in contact with underlying bedlands (commonly referred to as “grounding out”). Tenant must either (1) locate all floating structures in water too deep to permit grounding out or (2) install stoppers sufficient to prevent grounding, keeping the bottom of the structure above the level of the substrate. From the Commencement Date to August 2, 2025, this restriction does not apply to the existing floating structures.
- (g) Tenant shall not construct new bulkheads or place new hard bank armoring.

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- (h) Tenant shall not install fixed breakwaters.
- (i) Tenant shall not construct or install new covered moorage or boat houses.
- (j) Tenant shall incorporate current best management practices for marinas to prevent release of chemical contaminants, wastewater, garbage, and other pollutants. As of the Commencement Date, current best management practices for marinas are set forth in Pollution Prevention for Washington State Marinas, available at <https://wsg.washington.edu/wordpress/wp-content/uploads/marina-handbook.pdf>. If this Lease, the Department of Natural Resources, Department of Ecology, or any other governmental entity that has jurisdiction over the Property establishes different standards, Tenant shall meet the most protective standard.
- (k) Except when necessary to comply with a statute, regulation, code, or other law, and where approved by State, Tenant shall not expand the exterior dimensions ("footprint") or the height of an existing building.

2.3 Conformance with Laws. Tenant shall, at all times, keep current and comply with all conditions and terms of permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding Tenant's use or occupancy of the Property.

2.4 Liens and Encumbrances. Unless expressly authorized by State in writing, Tenant shall keep the Property free and clear of liens or encumbrances arising from the Permitted Use or Tenant's occupancy of the Property.

2.5 Residential Uses. Residential uses, as defined by WAC 332-30-106 (62)(b), are allowed on the Property and are required to be in compliance with WAC 332-30-171. The following limits and restrictions apply to residential uses on the Property. Exhibit B includes additional requirements and limits relating to residential uses on the Property.

- (a) The only slips on the Property that are authorized to have residential uses are the residential use slips identified in Attachment 4 to Exhibit B. There are currently 17 slips out of 80 on the Property that have residential uses. The current number of residential use slips exceeds the ten percent residential use limit set forth in WAC 332-30-171(2)(a). In accordance with 332-30-171(3)(a), Tenant reported 15 of its slips had residential uses and therefore Tenant has met the requirements for applying the attrition process set forth in WAC 332-30-171(3)(b) to 15 vessels. Tenant shall decrease the number of residential use slips on the Property through attrition in accordance with WAC 332-30-171(3)(b) until the number of residential use slips on the Property are at the ten percent residential use limit permitted for the Property.

Tenant shall obtain State's prior approval before adding or changing the location of any residential use slips. In no case will State approve a new or replacement residential use if the total number of residential uses on the Property, including the new or replacement residential use, would exceed the ten percent residential use limit for the Property.

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- (b) This Lease does not authorize any floating houses as defined by WAC 332-30-106 (23). All residential uses authorized in this Lease must be vessels as defined by WAC 332-30-106(74).

SECTION 3 TERM

3.1 Term Defined. The term of this Lease is Thirty (30) years (the “Term”), beginning on the 3rd day of August, 2020 (the “Commencement Date”), and ending on the 2nd day of August, 2050 (the “Termination Date”), unless terminated sooner under the terms of this Lease. Whenever the phrase “termination of this Lease” or “termination of the Lease” is used in this Lease, it shall refer to the ending, termination, cancellation, or expiration of the Lease.

3.2 Renewal of the Lease. This Lease does not provide a right of renewal. Tenant may apply for a new lease, which State has discretion to grant or deny. Tenant must apply for a new lease at least one (1) year prior to Termination Date.

3.3 End of Term.

- (a) Removal of Improvements and Personal Property: Prior to the termination of this Lease, Tenant shall remove Improvements and Personal Property in accordance with Section 7, Improvements.
- (b) Restoration of Property:
 - (1) Prior to the termination of this Lease, Tenant shall restore the Property to its condition prior to Tenant’s use of the Property.
 - (2) This restoration is to be done at Tenant’s expense and to the satisfaction of State. Restoration of the Property is considered to be Work, as described in Section 7 of the Lease. Tenant’s plans for restoring the Property shall be submitted to State for prior approval in accordance with Section 7 of this Lease.
 - (3) If Tenant fails to restore the condition of the Property as required by this Paragraph, State may take steps reasonably necessary to remedy Tenant’s failure. Upon demand by State, Tenant shall pay all costs of State’s remedy, including but not limited to the costs of removing and disposing of material deposited on the Property, lost revenue resulting from the condition of the Property, and administrative costs associated with State’s remedy.
- (c) Vacation of Property: Upon the termination of this Lease, Tenant shall cease all operations on and use of the Property and surrender the Property to State.

3.4 Holdover.

- (a) If Tenant remains in possession of the Property after the Termination Date, and State has not notified Tenant that Tenant must vacate the Property, in the absence of a new lease agreement between State and Tenant, the following terms apply:

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Tenant's occupancy will be a month-to-month tenancy, on terms identical to the terms of this Lease, except that either Party may terminate the tenancy on thirty (30) days' written notice. The month-to-month occupancy will not be an extension or renewal of the Term.

- (1) The monthly rent during the month-to-month tenancy will be the same rent that would be due if the Lease were still in effect and all adjustments in rent were made in accordance with its terms.
- (2) Payment of more than the monthly rent will not be construed to create a periodic tenancy longer than month-to-month. If Tenant pays more than the monthly rent and State provides notice to vacate the property, State shall refund the amount of excess payment remaining after the Tenant ceases occupation of the Property.
- (b) If State notifies Tenant to vacate the Property and Tenant fails to do so within the time set forth in the notice, Tenant will be a trespasser and shall owe State all amounts due under RCW 79.02.300 or other applicable laws.

SECTION 4 RENT

4.1 Annual Rent.

- (a) The Annual Rent is based on the use classification of Tenant's Permitted Use of the Property and the square footage of each use classification, as set forth in Exhibit A.
- (b) Until adjusted as set forth below, Tenant shall pay to State an annual rent of Sixteen thousand Three Hundred Sixty-Five Dollars and Sixteen Cents (\$16,365.16), consisting of Fourteen Thousand Four Hundred Seventy-Eight Dollars and Seventy-Six Cents (\$14,478.76) related to the water-dependent rent and One Thousand Eight Hundred Eighty-Six Dollars and Forty Cents (\$1,886.40) related to the nonwater-dependent rent.
- (c) The annual rent, as it currently exists or as adjusted or modified (the "Annual Rent"), is due and payable in full on or before the Commencement Date and on or before the same date of each year thereafter. Any payment not paid by State's close of business on the date due is past due.
- (d) Public Use and Access. This Lease allows for free or reduced rent for areas that meet the requirements of RCW 79.105.230 and WAC 332-30-131. If Tenant's use of these areas cease to meet the requirements for free or reduced rent in RCW 79.105.230 and WAC 332-30-131, State will charge Tenant water-dependent rent for using these areas.

4.2 Payment Place. Tenant shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

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4.3 Adjustment Based on Change in Use Classification. Neither the use classification nor the square footage of a use classification shall be changed without the prior written consent of State. If the use classification or the square footage of a use classification is changed, the Annual Rent shall be adjusted based on the revised use classification or square footage of each use classification.

4.4 Rent Adjustment Procedures.

- (a) Notice of Rent Adjustment. State shall provide notice of adjustments to the Annual Rent allowed under Paragraphs 4.5(b) and 4.6(b) to Tenant in writing no later than ninety (90) days after the anniversary date of the Lease.
- (b) If State fails to provide the notice required in Paragraph 4.4(a), State shall not collect the adjustment amount for the year in which State failed to provide notice. Upon providing notice of adjustment, State may adjust and prospectively bill Annual Rent as if missed or waived adjustments had been implemented at the proper interval. This includes the implementation of any inflation adjustment.

4.5 Rent Adjustments for Water-Dependent Uses.

- (a) Inflation Adjustment. State shall adjust water-dependent rent annually pursuant to RCW 79.105.200-.360, except in those years in which State revalues the rent under Paragraph 4.5(b) below. This adjustment will be effective on the anniversary of the Commencement Date.
- (b) Revaluation of Rent. At the end of the first four-year period of the Term, and at the end of each subsequent four-year period, State shall revalue the water-dependent Annual Rent in accordance with RCW 79.105.200-.360.
- (c) Rent Cap. State shall increase rent incrementally in compliance with RCW 79.105.260 as follows: If application of the statutory rent formula for water-dependent uses would result in an increase in the rent attributable to such uses of more than fifty percent (50%) in any one year, State shall limit the actual increase implemented in such year to fifty percent (50%) of the then-existing rent. In subsequent, successive years, State shall increase the rental amount incrementally until State implements the full amount of increase as determined by the statutory rent formula.

4.6 Rent Adjustments for Nonwater-Dependent Uses.

- (a) Inflation Adjustment. State shall adjust nonwater-dependent rent annually on the Commencement Date, except in those years in which State revalues the rent under Paragraph 4.6(b) below. Adjustment is based on the percentage rate of change in the previous calendar year's Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, for the Seattle-Tacoma-Bellevue Metropolitan Statistical Area, All Urban Consumers, all items 1982-84 = 100. If publication of the Consumer Price Index is discontinued, State shall use a reliable governmental or other nonpartisan publication evaluating the information used in determining the Consumer Price Index.

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- (b) **Revaluation of Rent.** At the end of the first four-year period of the Term, and at the end of each subsequent four-year period, State shall revalue the nonwater-dependent Annual Rent to reflect the then-current fair market rent.

SECTION 5 OTHER EXPENSES

5.1 Utilities. Tenant shall pay all fees charged for utilities required or needed by the Permitted Use.

5.2 Taxes and Assessments. Tenant shall pay all taxes (including leasehold excise taxes), assessments, and other governmental charges applicable or attributable to the Property, Tenant's leasehold interest, the Improvements, or Tenant's use and enjoyment of the Property.

5.3 Right to Contest. If in good faith, Tenant may contest any tax or assessment at its sole cost and expense. At the request of State, Tenant shall furnish reasonable protection in the form of a bond or other security, satisfactory to State, against loss or liability resulting from such contest.

5.4 Proof of Payment. If required by State, Tenant shall furnish to State receipts or other appropriate evidence establishing the payment of amounts this Lease requires Tenant to pay.

5.5 Failure to Pay. If Tenant fails to pay any of the amounts due under this Lease, State may pay the amount due, and recover its cost in accordance with Section 6.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Failure to Pay Rent. If Tenant fails to pay rent when due under this Lease, State may seek remedies under Section 14 as well as late charges and interest as provided in this Section 6.

6.2 Late Charge. If State does not receive full rent payment within ten (10) days of the date due, Tenant shall pay to State a late charge equal to four percent (4%) of the unpaid amount or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.3 Interest Penalty for Past Due Rent and Other Sums Owed.

- (a) Tenant shall pay interest on the past due rent at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Rent not paid by the close of business on the due date will begin accruing interest the day after the due date.
- (b) If State pays or advances any amounts for or on behalf of Tenant, Tenant shall reimburse State for the amount paid or advanced and shall pay interest on that

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amount at the rate of one percent (1%) per month from the date State notifies Tenant of the payment or advance. This includes, but is not limited to, State's payment of taxes, assessments, insurance premiums, costs of removal and disposal of materials or Improvements under any provision of this Lease, or other amounts not paid when due.

6.4 Referral to Collection Agency and Collection Agency Fees. If State does not receive full payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Tenant shall pay collection agency fees in addition to the unpaid amount.

6.5 No Accord and Satisfaction. If Tenant pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. State may accept payment in any amount without prejudice to State's right to recover the balance or pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

6.6 No Counterclaim, Setoff, or Abatement of Rent. Except as expressly set forth elsewhere in this Lease, Tenant shall pay rent and all other sums payable by Tenant without the requirement that State provide prior notice or demand. Tenant's payment is not subject to counterclaim, setoff, deduction, defense or abatement.

SECTION 7 IMPROVEMENTS

7.1 Improvements Defined.

- (a) "Improvements," consistent with RCW 79.105 through 79.140, are additions within, upon, or attached to the land. This includes, but is not limited to, fill, structures, bulkheads, docks, pilings, and other fixtures.
- (b) "Personal Property" means items that can be removed from the Property without (1) injury to the Property, adjacent state-owned aquatic lands, or Improvements or (2) diminishing the value or utility of the Property, adjacent state-owned aquatic lands or Improvements.
- (c) "State-Owned Improvements" are Improvements made or owned by the State of Washington. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Tenant.
- (d) "Tenant-Owned Improvements" are Improvements authorized by State and (1) made by Tenant, (2) acquired by Tenant from the prior tenant, (3) made by subtenants on the Property, or (4) acquired by a subtenant from Tenant or a prior subtenant or tenant.
- (e) "Unauthorized Improvements" are Improvements made on the Property without State's prior consent or Improvements made by Tenant that do not conform to plans submitted to and approved by State.

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7.2 Existing Improvements. On the Commencement Date, the following Tenant-Owned Improvements are located on the Property: a portion of an office building and walkway including thirty-two (32) support pilings, portions of a public access boardwalk with an unknown number of support pilings, two (2) gangways, a floating access dock, three (3) floating main docks, forty-one (41) finger floats, four (4) accessory floats, forty-three (43) pilings associated with the dock and float system, a dolphin with eleven (11) pilings, and a bulkhead with nineteen (19) pilings.

7.3 Construction, Major Repair, Modification, and Other Work.

- (a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification, and removal of Improvements (“Work”).
- (b) Except in an emergency, Tenant shall not conduct Work without State’s prior written consent. Tenant shall obtain State’s prior written consent as follows:
 - (1) Tenant shall submit to State plans and specifications describing the proposed Work at least sixty (60) days before submitting permit applications to regulatory authorities unless Tenant and State otherwise agree to coordinate permit applications. At a minimum, or if no permits are necessary, Tenant shall submit plans and specifications at least ninety (90) days before commencement of Work.
 - (2) State may deny consent if State determines that denial is in the best interest of the State of Washington or if proposed Work does not comply with Paragraphs 7.4 and 11.3. State may impose additional conditions reasonably intended to protect and preserve the Property.
 - (3) State will not approve plans to construct new Improvements or expand existing Improvements in or over habitats designated by State as important habitat, including, but not limited to: native aquatic vegetation, commercial geoduck tracts, forage fish spawning areas, and salmon critical habitat. Tenant shall confirm location of important habitat on Property, if any, with State before submitting plans and specifications in accordance with Paragraph 7.3.
- (c) Tenant shall immediately notify State of emergency Work. Upon State’s request, Tenant shall provide State with plans and specifications or as-builts of emergency Work.
- (d) Tenant shall not commence or authorize Work until Tenant or Tenant’s contractor has:
 - (1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction. Tenant or Tenant’s contractor shall maintain the performance and payment bond until the costs of the Work, including all laborers and material persons, are paid in full.
 - (2) Obtained all required permits.
- (e) Before completing Work, Tenant shall remove all debris and restore the Property to an orderly and safe condition. If Work is for removal of Improvements at End

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of Term, Tenant shall restore the Property in accordance with Paragraph 3.3, End of Term.

- (f) Upon completing Work, Tenant shall promptly provide State with as-built plans and specifications. State may also require Tenant to obtain an updated record survey showing the Property boundaries and the as-built location of all Improvements on the Property.
- (g) State shall not charge rent for authorized Improvements installed by Tenant during this Term of this Lease, but State may charge rent for such Improvements when and if Tenant or successor obtains a subsequent use authorization for the Property and State has waived the requirement for Improvements to be removed as provided in Paragraph 7.5.

7.4 Standards for Work.

- (a) Applicability of Standards for Work.
 - (1) The standards for Work in Paragraph 7.4(b) apply to Work commenced in the five year period following the Commencement Date. Work commences when State approves plans and specifications.
 - (2) If Tenant commences Work five years or more after the Commencement Date, Tenant shall comply with State's then current standards for Work.
 - (3) Tenant may ascertain State's current standards for Work as follows:
 - (i) Before submitting plans and specifications for State's approval as required by Paragraph 7.3 of the Lease, Tenant shall request State to provide Tenant with then current standards for Work on State-owned Aquatic Lands.
 - (ii) Within thirty (30) days of receiving Tenant's request, State shall provide Tenant with current standards for Work, which will be effective for the purpose of State's approval of Tenant's proposed Work provided Tenant submits plans and specifications for State's approval within two (2) years of Tenant's request for standards.
 - (iii) If State does not timely provide current standards upon Tenant's request, the standards under Paragraph 7.4(b) apply to Tenant's Work provided Tenant submits plans and specifications as required by Paragraph 7.3 within two (2) years of Tenant's request for standards.
 - (iv) If Tenant fails to (1) make a request for current standards or (2) timely submit plans and specifications to State after receiving current standards, Tenant shall make changes in plans or Work necessary to conform to current standards for Work upon State's demand.
- (b) Standards for Work.
 - (1) Tenant shall not install skirting on any overwater structure.
 - (2) Tenant shall only conduct in-water Work during time periods authorized for such work under WAC 220-660-330, Authorized Work Times in

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Saltwater Areas, or as otherwise directed by the Washington Department of Fish and Wildlife (WDFW), United States Fish and Wildlife Service (USFWS), or National Marine Fisheries Service (NMFS).

- (3) Tenant shall not provide anchorage or moorage in water more shallow than five (5) feet at the extreme low tide.
- (4) Tenant shall install grating on new floats, piers, wharves, fingers, docks, decks, fixed docks, and/or gangways as follows: For floats, fingers, and docks, Tenant shall install unobstructed grating on at least fifty percent (50%) of the surface area; grating material must have at least sixty percent (60%) functional open space or forty percent (40%) or greater multi-directional open space. For gangways, piers, wharves, decks, and fixed docks, Tenant shall install grating on one hundred percent (100%) of the surface area; grating material must have at least sixty percent (60%) functional open space or forty percent (40%) or greater multi-directional open space.
- (5) Tenant shall orient and shield lighting fixtures attached to overwater structures in a manner that minimizes the amount of light shining directly on the water, minimizes the amount of glare on the water, and minimizes the amount of light broadcasting into the night sky. Tenant shall implement the following measures to achieve this requirement:
 - (i) Tenant shall direct light to walkways,
 - (ii) Tenant shall use light shields which prevent light from being emitted upward and prevent glare on the water,
 - (iii) Tenant shall use fixtures that do not emit light upward,
 - (iv) Tenant shall use lights that are “warm-white” or filtered.
 - (v) Tenant shall not use fluorescent light bulbs.
- (6) Tenant shall not allow new floating structures to come in contact with underlying bedlands (commonly referred to as “grounding out”). Tenant must either (1) locate all new floating structures in water too deep to permit grounding out or (2) install stoppers sufficient to prevent grounding, keeping the bottom of the structure above the level of the substrate.

7.5 Tenant-Owned Improvements.

- (a) Removal of Tenant-Owned Improvement upon termination.
 - (1) Tenant shall remove Tenant-Owned Improvements in accordance with Paragraph 7.3 upon the termination of the Lease unless State waives the requirement for removal.
 - (2) Tenant-Owned Improvements remaining on the Property after the termination of the Lease shall become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership.

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- (3) If Tenant-Owned Improvements remain on the Property after the termination of the Lease without State's consent, State may remove all Improvements and Tenant shall pay State's costs.
- (b) Conditions Under Which State May Waive Removal of Tenant-Owned Improvements.
 - (1) State may waive removal of any Tenant-Owned Improvements whenever State determines that it is in the best interests of the State and regardless of whether Tenant enters into a new Lease for the Property.
 - (2) If Tenant enters into a new Lease for the Property, State may waive requirement to remove Tenant-Owned Improvements. State also may consent to Tenant's continued ownership of Tenant-Owned Improvements.
 - (3) If Tenant does not enter into a new Lease for the Property, State may waive requirement to remove Tenant-Owned Improvements upon consideration of a timely request from Tenant, as follows:
 - (i) Tenant must notify State at least one (1) year before the Termination Date of its request to leave Tenant-Owned Improvements.
 - (ii) State, within ninety (90) days of receiving Tenant's notification, will notify Tenant whether State consents to any Tenant-Owned Improvements remaining. State has no obligation to grant consent.
 - (iii) State's failure to respond to Tenant's request to leave Improvements within ninety (90) days is a denial of the request.
- (c) Tenant's Obligations if State Waives Removal.
 - (1) Tenant shall not remove Tenant-Owned Improvements if State waives the requirement for removal of any Tenant-Owned Improvements.
 - (2) Tenant shall maintain such Tenant-Owned Improvements in accordance with this Lease until the termination of the Lease. Tenant is liable to State for cost of repair if Tenant causes or allows damage to Tenant-Owned Improvements State has designated to remain.

7.6 Unauthorized Improvements.

- (a) Unauthorized Improvements belong to State, unless State elects otherwise.
- (b) The placement of Unauthorized Improvements on the Property is a default of the Lease. State may require removal of any or all Unauthorized Improvements. If State requires removal of Unauthorized Improvements and Tenant fails to remove Unauthorized Improvements, State may remove Unauthorized Improvements and Tenant shall pay for the cost of removal and disposal.
- (c) In addition to requiring removal of Unauthorized Improvements, State may charge Tenant a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until the time the Unauthorized Improvements are removed.

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- (d) If State consents to Unauthorized Improvements remaining on the Property, upon State's consent, the Unauthorized Improvements will be treated as Tenant-Owned Improvements and the removal and ownership of such Improvements shall be governed by Paragraph 7.5. If State consents to the Unauthorized Improvements remaining on the Property, State may charge a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until State consents.

7.7 Personal Property.

- (a) Tenant retains ownership of Personal Property unless Tenant and State agree otherwise in writing.
- (b) Tenant shall remove Personal Property from the Property by the termination of the Lease. Tenant is liable for damage to the Property and Improvements resulting from removal of Personal Property.
- (c) State may sell or dispose of all Personal Property left on the Property after the termination of the Lease.
 - (1) If State conducts a sale of Personal Property, State shall first apply proceeds to State's costs of removing the Personal Property, State's costs in conducting the sale, and any other payment due from Tenant to State. State shall pay the remainder, if any, to the Tenant. Tenant shall be liable for any costs of removing the Personal Property and any costs of conducting the sale that exceed the proceeds received by State.
 - (2) If State disposes of Personal Property, Tenant shall pay for the cost of removal and disposal.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

- (a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup.
- (b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 8.1(a).
- (c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the standard of care applicable under the Washington State Model Toxics Control Act ("MTCA"), Chapter 70.105D RCW.
- (d) "Tenant and affiliates" when used in this Section 8 means Tenant or Tenant's subtenants, contractors, agents, employees, guests, invitees, licensees, affiliates, or any person on the Property with the Tenant's permission.

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- (e) “Liabilities” as used in this Section 8 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys’ fees and disbursements), penalties, or judgments.

8.2 General Conditions.

- (a) Tenant’s obligations under this Section 8 extend to the area in, on, under, or above:
 - (1) The Property; and
 - (2) Adjacent state-owned aquatic lands if affected by a release of Hazardous Substances that occurs as a result of the Permitted Use.
- (b) Standard of Care.
 - (1) Tenant shall exercise the utmost care with respect to Hazardous Substances.
 - (2) Tenant shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law.

8.3 Current Conditions and Duty to Investigate.

- (a) Exhibit C, which is attached for information only and is not incorporated in the Lease, identifies Hazardous Substances known to exist in, on, under, or above the Property. State makes no representations or warranties of any kind about Exhibit C. State specifically does not guarantee its accuracy or completeness.
- (b) This Lease does not impose a duty on State to conduct investigations or supply information to Tenant about Hazardous Substances.
- (c) Tenant is responsible for conducting all appropriate inquiry and gathering sufficient information about the existence, scope, and location of Hazardous Substances on or near the Property necessary for Tenant to meet Tenant’s obligations under this Lease and utilize the Property for the Permitted Use.

8.4 Use of Hazardous Substances.

- (a) Tenant and affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Tenant shall not undertake, or allow others to undertake by Tenant’s permission, acquiescence, or failure to act, activities that result in a release or threatened release of Hazardous Substances.
- (c) If use of Hazardous Substances related to Tenant’s use or occupancy of the Property results in violation of law:
 - (1) Tenant shall submit to State any plans for remedying the violations, and
 - (2) Tenant shall implement any remedial measures to restore the Property or natural resources that State may require in addition to remedial measures required by regulatory authorities.

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- (d) At a minimum, Tenant and affiliates shall observe the following Hazardous Substances operational standards. If the Washington Department of Ecology, United States Environmental Protection Agency (EPA) or other regulatory agency establishes different standards applicable to Tenant's activities under the Permitted Use, Tenant shall meet the standard that provides greater protection to the environment.
- (1) Tenant shall not allow work on overwater structures or vessels without protective measures to prevent discharge of toxins to the water, including:
 - (i) Tenant shall not cause or allow underwater hull scraping and other underwater removal of paints.
 - (ii) Tenant shall not cause or allow underwater refinishing work from boats or temporary floats unless permitted by an industrial National Pollutant Discharge Elimination System (NPDES) permit.
 - (iii) Tenant shall not cause or allow above the waterline boat repairs or refinishing in-water except if limited to decks and superstructures and less than 25 percent (25%) of a boat is repaired or refinished in-water per year.
 - (iv) Tenant shall use and require others to use tarps and other dust, drip and spill containment measures when repairing or refinishing boats in water.
 - (2) Tenant shall not store or allow others to store fuel tanks, petroleum products, hydraulic fluid, machinery coolants, lubricants and chemicals not in use in locations above the water surface.
 - (3) Tenant shall inspect all equipment using petroleum products, hydraulic fluids, machinery coolants, chemicals, or other toxic or deleterious materials on a monthly basis and immediately make all repairs necessary to stop leakage. Tenant shall document the monthly inspections and repairs and keep such documentation for the duration of the Lease. Within thirty (30) days of a request by State, Tenant shall make any requested documentation of monthly inspections available to State.
 - (4) Tenant shall maintain a supply of oil spill containment materials adequate to contain a spill from the largest vessel in use on the Property.

8.5 Management of Contamination, if any.

- (a) Tenant and affiliates shall not undertake activities that:
 - (1) Damage or interfere with the operation of remedial or restoration activities, if any;
 - (2) Result in human or environmental exposure to contaminated sediments, if any;
 - (3) Result in the mechanical or chemical disturbance of on-site habitat mitigation, if any.
- (b) If requested, Tenant shall allow reasonable access to:

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- (1) Employees and authorized agents of the United States Environmental Protection Agency (EPA), the Washington State Department of Ecology, health department, or other similar environmental agencies; and
- (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Property. Tenant may negotiate an access agreement with such parties, but Tenant may not unreasonably withhold such agreement.

8.6 Notification and Reporting.

- (a) Tenant shall immediately notify State if Tenant becomes aware of any of the following:
 - (1) A release or threatened release of Hazardous Substances;
 - (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of Hazardous Substances;
 - (3) Any lien or action arising from Hazardous Substances;
 - (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;
 - (5) Any notification from the EPA or the Washington State Department of Ecology that remediation or removal of Hazardous Substances is or may be required at the Property.
- (b) Tenant's duty to report under Paragraph 8.6(a) extends to lands described in Paragraph 8.2(a) and to any other property used by Tenant in conjunction with the Property if a release of Hazardous Substances on the other property could affect the Property.
- (c) Tenant shall provide State with copies of all documents Tenant submits to any federal, state or local authorities concerning environmental impacts or proposals relative to the Property. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollutant Discharge Elimination System permits; U.S. Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality Certifications; Shoreline Substantial Development permits; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Property.

8.7 Indemnification.

- (a) Tenant shall fully indemnify, defend, and hold harmless State from and against Liabilities that arise out of, or relate to:
 - (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property;
 - (2) The release or threatened release of any Hazardous Substance resulting from any act or omission of Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property.

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- (b) Tenant shall fully indemnify, defend, and hold harmless State for Liabilities that arise out of or relate to Tenant's breach of obligations under Paragraph 8.5.
- (c) If Tenant fails to exercise care as described in Paragraph 8.2(b)(2), to the extent permitted by law, Tenant shall fully indemnify, defend, and hold harmless State from and against Liabilities arising from the acts or omissions of third parties in relation to the release or threatened release of Hazardous Substances.

8.8 Reservation of Rights.

- (a) For Liabilities not covered by the indemnification provisions of Paragraph 8.7, the Parties expressly reserve and do not waive any rights, claims, immunities, causes of action, or defenses relating to Hazardous Substances that either Party may have against the other under law.
- (b) The Parties expressly reserve all rights, claims, immunities, and defenses that either Party may have against third parties. Nothing in this Section 8 benefits or creates rights for third parties.
- (c) The allocations of risks, Liabilities, and responsibilities set forth in this Section 8 do not release either Party from or affect the liability of either Party for Hazardous Substances claims or actions by regulatory agencies.

8.9 Cleanup.

- (a) If Tenant's act, omission, or breach of obligation under Paragraph 8.4 results in a release of Hazardous Substances that exceeds the threshold limits of any applicable regulatory standard, Tenant shall, at Tenant's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law.
- (b) Tenant may undertake a cleanup of the Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Tenant cooperates with the Department of Natural Resources in development of cleanup plans. Tenant shall not proceed with Voluntary Cleanup without the Department of Natural Resources approval of final plans. Nothing in the operation of this provision is an agreement by the Department of Natural Resources that the Voluntary Cleanup complies with any laws or with the provisions of this Lease. Tenant's completion of a Voluntary Cleanup is not a release from or waiver of any obligation for Hazardous Substances under this Lease.

8.10 Sampling by State, Reimbursement, and Split Samples.

- (a) State may enter the Property and conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (b) If such Tests, along with any other information, demonstrate a breach of Tenant's obligations regarding Hazardous Substances under this Lease, Tenant shall promptly reimburse State for all costs associated with the Tests, provided State

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gave Tenant thirty (30) calendar days advance notice in nonemergencies and reasonably practical notice in emergencies.

- (c) In nonemergencies, Tenant is entitled to obtain split samples of Test samples, provided Tenant gives State written notice requesting split samples at least ten (10) calendar days before State conducts Tests. Upon demand, Tenant shall promptly reimburse State for additional cost, if any, of split samples.
- (d) If either Party conducts Tests on the Property, the conducting Party shall provide the other Party with validated final data and quality assurance/quality control/chain of custody information about the Tests within sixty (60) calendar days of a written request by the other party, unless Tests are part of a submittal under Paragraph 8.6(c) in which case Tenant shall submit data and information to State without written request by State. Neither party is obligated to provide any analytical summaries or the work product of experts.

8.11 Closeout Assessment.

- (a) State may require Tenant to conduct a Closeout Environmental Assessment (“Closeout Assessment”) prior to Termination Date or after a valid notice of early termination according to the procedures set forth in (b)-(j) below.
- (b) The purpose of the Closeout Assessment is to determine the existence, scope, or effects of Hazardous Substances on the Property and associated natural resources. The Closeout Assessment may include sediment sampling.
- (c) No later than one hundred eighty (180) calendar days prior to the Termination Date, or within ninety (90) days of a valid notice of early termination, State may provide Tenant with written notice that State requires a Closeout Assessment.
- (d) Within sixty (60) days of State’s notice that Closeout Assessment is required and before commencing assessment activities, Tenant shall submit a proposed plan for conducting the Closeout Assessment in writing for State’s approval.
- (e) If State fails to approve or disapprove of the plan in writing within sixty (60) days of its receipt, State waives requirement for approval.
- (f) Tenant shall be responsible for all costs required to complete planning, sampling, analyzing, and reporting associated with the Closeout Assessment.
- (g) If the Lease has terminated, State may require Tenant to enter into a right of entry or other use authorization prior to the Tenant entering the Property for any Closeout Assessment work required by this Paragraph 8.11.
- (h) Tenant shall submit Closeout Assessment to State upon completion.
- (i) As required by law, Tenant shall report to the appropriate regulatory authorities if the Closeout Assessment discloses a release or threatened release of Hazardous Substances.
- (j) If the initial results of the Closeout Assessment disclose that Hazardous Substances may have migrated to other property, State may require Tenant to conduct additional assessment work to determine the existence, scope, and effect of Hazardous Substances on adjacent property, any other property subject to use by Tenant in conjunction with its use of the Property, or on associated natural

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resources. Tenant shall submit additional assessment work to State upon completion. As required by law, Tenant shall report to the appropriate regulatory authorities if the additional assessment discloses a release or threatened release of Hazardous Substances.

SECTION 9 ASSIGNMENT AND SUBLETTING

9.1 State Consent Required. Tenant shall not sell, convey, mortgage, assign, pledge, sublease, or otherwise transfer or encumber any part of Tenant's interest in this Lease or the Property without State's prior written consent, which shall be at State's sole discretion.

- (a) In determining whether to consent, State may consider, among other items, the proposed transferee's financial condition, business reputation, and experience, the nature of the proposed transferee's business, the then-current value of the Property, and such other factors as may reasonably bear upon the suitability of the transferee as a tenant of the Property. State may refuse its consent to any conveyance, transfer, or encumbrance if it will result in a subdivision of the leasehold. Tenant shall submit information regarding any proposed transferee to State at least thirty (30) days prior to the date of the proposed transfer.
- (b) State reserves the right to condition its consent upon:
 - (1) Changes in the terms and conditions of this Lease, including, but not limited to, the Annual Rent; and/or
 - (2) The agreement of Tenant or transferee to conduct Tests for Hazardous Substances on the Property or on other property owned or occupied by Tenant or the transferee.
- (c) Each permitted transferee shall assume all obligations under this Lease, including the payment of rent. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of Tenant. Tenant shall remain liable for the full and complete performance, satisfaction, and compliance with the terms of this Lease.
- (d) State's consent under this Paragraph 9.1 does not constitute a waiver of any claims against Tenant for the violation of any term of this Lease.

9.2 Rent Payments Following Assignment. The acceptance by State of the payment of rent following an assignment or other transfer does not constitute consent to any assignment or transfer.

9.3 Terms of Subleases.

- (a) Tenant shall submit the terms of all subleases to State for prior approval.
- (b) Tenant shall incorporate the following requirements in all subleases:
 - (1) The sublease must be consistent with and subject to all the terms and conditions of this Lease;
 - (2) The sublease must provide that this Lease controls if the terms of the sublease conflict with the terms of this Lease;

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- (3) The term of the sublease (including any period of time covered by a renewal option) must end before the Termination Date of the initial Term or any renewal term;
- (4) The sublease must terminate if this Lease terminates for any reason;
- (5) The subtenant must receive and acknowledge receipt of a copy of this Lease;
- (6) The sublease must prohibit the prepayment to Tenant by the subtenant of more than the annual rent;
- (7) The sublease must identify the rental amount subtenant is to pay to Tenant;
- (8) The sublease must provide that there is no privity of contract between the subtenant and State;
- (9) The sublease must require removal of the subtenant's Improvements and Personal Property upon termination of the sublease;
- (10) The subtenant's permitted use must be within the scope of the Permitted Use;
- (11) The sublease must require the subtenant to meet the Indemnification requirements under Section 10;
- (12) The sublease must require the subtenant to meet the Insurance requirements under Section 10 unless State agrees in writing to exempt a subtenant from this requirement;
- (13) The sublease must require the subtenant to comply with the Financial Security requirements under Section 10 unless State agrees in writing to exempt a subtenant from this requirement;
- (14) If the sublease includes moorage of a vessel, the sublease must require the subtenant to procure marine insurance as set forth in Paragraph 10.2(c)(4) of this Lease.

9.4 Short-Term Subleases of Moorage Slips. Short-term subleasing of moorage slips for a term of one year or less does not require State's prior approval pursuant to Paragraphs 9.1 or 9.3. Tenant shall conform moorage sublease agreements to the sublease requirements in Paragraph 9.3.

9.5 Event of Assignment. If Tenant is a corporation, dissolution of the corporation or a transfer (by one or more transactions) of a majority of the voting stock of Tenant is an assignment of this Lease. If Tenant is a partnership, dissolution of the partnership or a transfer (by one or more transactions) of the controlling interest in Tenant is an assignment of this Lease. If Tenant is a limited liability company, conveyance of an economic interest of greater than fifty percent (50%) is an assignment of this Lease. Assignments defined in this Paragraph 9.5 require State's consent under Paragraph 9.1.

SECTION 10 INDEMNITY, INSURANCE, FINANCIAL SECURITY

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10.1 Indemnity.

- (a) Tenant shall indemnify, defend, and hold harmless State, its employees, officials, officers, and agents from any Claim arising out of the Permitted Use, any Claim arising out of activities related to the Permitted Use, and any Claim arising out of the use, occupation, or control of the Property by Tenant, its subtenants, contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees to the fullest extent permitted by law and subject to the limitations provided below.
- (b) "Claim" as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys' fees), fines, penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Property, diminution in value, and/or damages resulting from loss of use of the Property.
- (c) State shall not require Tenant to indemnify, defend, and hold harmless State, its employees, officials, officers, and agents for a Claim caused solely by or resulting solely from the negligence or willful act of State, its employees, officials, officers, or agents.
- (d) Tenant specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW in connection with its obligation to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents. Further, Tenant's obligation under this Lease to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents shall not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the worker's compensation acts.
- (e) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a Claim is caused by or results from the concurrent negligence of (a) State or State's employees, officials, officers, or agents, and (b) the Tenant or Tenant's subtenants, agents, or employees, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Tenant and those acting on its behalf.
- (f) Section 8, Environmental Liability/Risk Allocation, exclusively shall govern Tenant's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold harmless State for Hazardous Substances.

10.2 Insurance Terms.

- (a) Insurance Required.
 - (1) At its own expense, Tenant, or Tenant's contractor(s) where permitted in Paragraph 10.3, shall procure and maintain during the Term of this Lease, the insurance coverages and limits described in this Paragraph 10.2 and in

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Paragraph 10.3, Insurance Types and Limits. State may terminate this Lease if Tenant fails to maintain required insurance.

- (2) Unless State agrees to an exception, Tenant shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of A.M. Best's Insurance Reports. Tenant may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.
 - (3) All general liability, excess, umbrella and pollution legal liability insurance policies must name the State of Washington Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as an additional insured by way of endorsement.
 - (4) All property insurance, builder's risk insurance, and equipment breakdown insurance must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as a loss payee.
 - (5) All insurance provided in compliance with this Lease must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- (b) Waiver.
- (1) Tenant waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Lease covers these damages.
 - (2) Except as prohibited by law, Tenant waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this lease.
- (c) Proof of Insurance.
- (1) Tenant shall provide State with a certificate(s) and endorsement(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Lease; and, if requested, copies of policies to State.
 - (2) The certificate(s) of insurance must reference the Lease number.
 - (3) Receipt of such certificates, endorsements or policies by State does not constitute approval by State of the terms of such policies.
 - (4) For all moorage agreements issued by the Tenant that are entered into or renewed after June 12, 2014, Tenant shall require all vessels except transient vessels to provide proof of marine insurance that provides coverage at liability limits of at least three hundred thousand dollars (\$300,000) per occurrence and includes, at a minimum, general liability, legal liability, and pollution liability coverage. To the extent not already included in the general, legal, and pollution liability coverage of a vessel owner, Tenant shall also require the vessel owner to provide proof of

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- coverage for fuel spills, hull damage, wreck removal, salvage, and injuries to passengers and crew of the vessel. Failure to comply with the insurance requirements as outlined in RCW 88.26.030 shall cause Tenant to assume secondary liability under RCW 79.100.060 for any derelict or abandoned vessel as defined in RCW 79.100.010 located on the Property.
- (d) State must receive written notice before cancellation or non-renewal of any insurance required by this Lease, as follows:
 - (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.
 - (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State twenty (20) days' advance notice of cancellation or non-renewal.
 - (e) Adjustments in Insurance Coverage.
 - (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
 - (2) Tenant shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
 - (f) If Tenant fails to procure and maintain the insurance described above within fifteen (15) days after Tenant receives a notice to comply from State, State may either:
 - (1) Deem the failure an Event of Default under Section 14 and terminate the Lease without giving Tenant any further opportunity to cure, or
 - (2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Tenant shall pay to State the full amount paid by State, together with interest at the rate provided in Paragraph 6.3 from the date of State's notice of the expenditure until Tenant's repayment.
 - (g) General Terms.
 - (1) State does not represent that coverage and limits required under this Lease are adequate to protect Tenant.
 - (2) Coverage and limits do not limit Tenant's liability for indemnification and reimbursements granted to State under this Lease.
 - (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to property first to restore the real property covered by this Lease, then to pay the cost of the reconstruction, then to pay State any sums in arrears, and then to Tenant.

10.3 Insurance Types and Limits.

- (a) General Liability Insurance.

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- (1) Tenant shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of Tenant's use, occupation, or control of the Property and, if necessary, commercial umbrella insurance with a limit of not less than Two Million Dollars (\$2,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
- (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.
- (3) MGL insurance must have no exclusions for non-owned watercraft.
- (b) Workers' Compensation.
 - (1) State of Washington Workers' Compensation.
 - (i) Tenant shall comply with all State of Washington workers' compensation statutes and regulations. Tenant shall provide workers' compensation coverage for all employees of Tenant. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with Tenant's use, occupation, and control of the Property.
 - (ii) If Tenant fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Tenant shall indemnify State. Indemnity shall include all fines; payment of benefits to Tenant, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
 - (2) Longshore and Harbor Workers' and Jones Acts. Longshore and Harbor Workers' Act (33 U.S.C. Section 901 *et seq.*) and/or the Jones Act (46 U.S.C. Section 688) may require Tenant to provide insurance coverage in some circumstances. Tenant shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with law. Tenant is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employers' Liability Insurance. Tenant shall procure employers' liability insurance, and, if necessary, commercial umbrella liability insurance with limits

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not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident and One Million Dollars (\$1,000,000) each employee for bodily injury by disease.

(d) **Property Insurance.**

- (1) Tenant shall buy and maintain property insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State). Such insurance must be written on an all risks basis and, at minimum, cover the perils insured under ISO Special Causes of Loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles. Any coinsurance requirement in the policy must be waived.
- (2) Tenant shall buy and maintain equipment breakdown insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State) from loss or damage caused by the explosion of equipment, fired or unfired vessels, electric or steam generators, electrical arcing, or pipes.
- (3) In the event of any loss, damage, or casualty that is covered by one or more of the types of insurance described above, the Parties shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which State shall hold in trust, including interest earned by State on such proceeds, for use according to the terms of this Lease. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).
- (4) When sufficient funds are available, using insurance proceeds described above, the Parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:
 - (i) Repair and restore damaged building(s) and/or Improvements to their former condition, or
 - (ii) Replace and restore damaged building(s) and/or Improvements with a new building(s) and/or Improvements on the Property of a quality and usefulness at least equivalent to or more suitable than, damaged building(s) and/or Improvements.

(e) **Builder's Risk Insurance.**

- (1) Tenant shall procure and maintain in force, or require its contractor(s) to procure and maintain in force, builder's risk insurance on the entire work during the period construction is in progress and until completion of the project and acceptance by State. Such insurance must be written on a completed form and in an amount equal to the value of the completed building and/or Improvements, subject to subsequent modifications to the sum. The insurance must be written on a replacement cost basis. The insurance must name Tenant, all contractors, and all subcontractors in the work as insured.

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- (2) Insurance described above must cover or include the following:
 - (i) All risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse;
 - (ii) The entire work on the Property, including reasonable compensation for architect's services and expenses made necessary by an insured loss;
 - (iii) Portions of the work located away from the Property but intended for use at the Property, and portions of the work in transit;
 - (iv) Scaffolding, falsework, and temporary buildings located on the Property; and
 - (v) The cost of removing debris, including all demolition as made legally necessary by the operation of any law, ordinance, or regulation.
- (3) Tenant or Tenant's contractor(s) is responsible for paying any part of any loss not covered because of application of a deductible contained in the policy described above.
- (4) Tenant or Tenant's contractor(s) shall buy and maintain equipment breakdown insurance covering insured objects during installation and until final acceptance by permitting authority. If testing is performed, such insurance must cover such operations. The insurance must name Tenant, all contractors, and subcontractors in the work as insured.
- (f) Protection and Indemnity Insurance (P&I). For each vessel owned, used, and/or operated on the Property by Tenant or Tenant's contractor(s), Tenant or Tenant's contractor(s) shall procure and maintain P&I insurance with limits of liability not less than One Million Dollars (\$1,000,000). The P&I insurance must cover, at a minimum, all claims relating to injuries or damages to persons or property sustained in, on, or about the property; fuel spills; wreck removal; salvage; injuries to passengers and crew of the vessel; and damages to nets and fishing lines. If necessary, Tenant shall procure and maintain commercial umbrella liability insurance covering claims for these risks.
- (g) Hull Insurance. Tenant or Tenant's contractor(s) shall procure and maintain hull insurance for each vessel owned and/or operated by the Tenant or Tenant's contractor(s) on the Property. The coverage amount of each hull insurance policy must be equal to the value of the covered vessel.

10.4 Financial Security.

- (a) At its own expense, Tenant shall procure and maintain during the Term of this Lease a corporate security bond or provide other financial security that State, at its option, may approve ("Security"). Tenant shall provide Security in an amount equal to Ninety Thousand Dollars (\$90,000.00), which secures Tenant's performance of its obligations under this Lease, with the exception of the obligations under Section 8, Environmental Liability/Risk Allocation. Tenant's

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failure to maintain the Security in the required amount during the Term constitutes a breach of this Lease.

- (b) All Security must be in a form acceptable to State.
 - (1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports, unless State approves an exception in writing. Tenant may submit a request to the Risk Manager for the Department of Natural Resources for an exception to this requirement.
 - (2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*
 - (3) Savings account assignments, if approved by State, must allow State to draw funds at will.
- (c) Adjustment in Amount of Security.
 - (1) State may require an adjustment in the Security amount:
 - (i) At the same time as revaluation of the Annual Rent,
 - (ii) As a condition of approval of assignment or sublease of this Lease,
 - (iii) Upon a material change in the condition or disposition of any Improvements, or
 - (iv) Upon a change in the Permitted Use.
 - (2) Tenant shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.
- (d) Upon any default by Tenant in its obligations under this Lease, State may collect on the Security to offset the liability of Tenant to State. Collection on the Security does not (1) relieve Tenant of liability, (2) limit any of State's other remedies, (3) reinstate the Lease or cure the default or (4) prevent termination of the Lease because of the default.

SECTION 11 MAINTENANCE AND REPAIR

11.1 State's Repairs. State shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about the Property, or any part thereof, during the Term.

11.2 Tenant's Repairs, Alteration, Maintenance and Replacement.

- (a) Tenant shall, at its sole cost and expense, keep and maintain the Property and all Improvements in good order and repair, in a clean, attractive, and safe condition.
- (b) Tenant shall, at its sole cost and expense, make any and all additions, repairs, alterations, maintenance, replacements, or changes to the Property or to any Improvements on the Property that may be required by any

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public authority having jurisdiction over the Property and requiring it for public health, safety and welfare purposes.

- (c) Except as provided in Paragraph 11.2(d), all additions, repairs, alterations, replacements or changes to the Property and to any Improvements on the Property shall be made in accordance with, and ownership shall be governed by, Section 7, above.
- (d) Routine maintenance and repair are acts intended to prevent a decline, lapse, or cessation of the Permitted Use and associated Improvements. Routine maintenance or repair that does not require regulatory permits does not require authorization from State pursuant to Section 7.

11.3 Limitations. The following limitations apply whenever Tenant conducts maintenance, repair, or replacement. The following limitations also apply whenever Tenant conducts Work on the Property.

- (a) Tenant shall not use or install treated wood on decking, docks, rafts, floats, wharves, piers, fixed docks, gangways, pilings, or any other structure at any location above or below water, except that Tenant may use Ammoniacal Copper Zinc Arsenate (ACZA) treated wood for above water structural framing. Tenant shall never use Chromated Copper Arsenate (CCA), Alkaline Copper Quaternary (ACQ), or creosote-treated wood at any location.
- (b) Tenant shall not use or install tires (for example, floatation or fenders) at any location above or below water.
- (c) Tenant shall install only floatation material encapsulated in a shell resistant to ultraviolet radiation and abrasion. The shell must be capable of preventing breakup and loss of floatation material into the water.

SECTION 12 DAMAGE OR DESTRUCTION

12.1 Notice and Repair.

- (a) In the event of any damage to or destruction of the Property or any Improvements, Tenant shall immediately notify State, with subsequent written notice within five (5) days.
- (b) Unless otherwise agreed in writing, Tenant shall promptly reconstruct, repair, or replace the Property and Improvements in accordance with Paragraph 7.3, Construction, Major Repair, Modification, and Other Work and Tenant's additional obligations in Exhibit B, if any.

12.2 State's Waiver of Claim. State does not waive any claims for damage or destruction of the Property unless State provides written notice to Tenant of each specific claim waived.

12.3 Insurance Proceeds. Tenant's duty to reconstruct, repair, or replace any damage or destruction of the Property or any Improvements on the Property is not conditioned upon the

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availability of any insurance proceeds to Tenant from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

12.4 Rent in the Event of Damage or Destruction. Unless the Parties agree to terminate this Lease, there is no abatement or reduction in rent during such reconstruction, repair, and replacement.

12.5 Default at the Time of Damage or Destruction. If Tenant is in default under the terms of this Lease at the time damage or destruction occurs, State may elect to terminate the Lease and State then shall have the right to retain any insurance proceeds payable as a result of the damage or destruction.

SECTION 13 CONDEMNATION

13.1 Definitions.

- (a) “Taking” means that an entity authorized by law exercises the power of eminent domain, either by judgment, settlement in lieu of judgment, or voluntary conveyance in lieu of formal court proceedings, over all or any portion of the Property and Improvements. This includes any exercise of eminent domain on any portion of the Property and Improvements that, in the judgment of State, prevents or renders impractical the Permitted Use.
- (b) “Date of Taking” means the date upon which title to the Property or a portion of the Property passes to and vests in the condemner or the effective date of any order for possession if issued prior to the date title vests in the condemner.

13.2 Effect of Taking. If there is a taking, the Lease terminates proportionate to the extent of the taking. If this Lease terminates in whole or in part, Tenant shall make all payments due and attributable to the taken Property up to the date of taking. If Tenant has pre-paid rent and Tenant is not in default of the Lease, State shall refund Tenant the pro rata share of the pre-paid rent attributable to the period after the date of taking.

13.3 Allocation of Award.

- (a) The Parties shall allocate the condemnation award based upon the ratio of the fair market value of (1) Tenant’s leasehold estate and Tenant-Owned Improvements and (2) State’s interest in the Property; the reversionary interest in Tenant-Owned Improvements, if any; and State-Owned Improvements, if any.
- (b) If Tenant and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 DEFAULT AND REMEDIES

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14.1 Default Defined. Tenant is in default of this Lease on the occurrence of any of the following:

- (a) Failure to pay rent or other expenses when due;
- (b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
- (c) Failure to comply with any other provision of this Lease;
- (d) Commencement of bankruptcy proceedings by or against Tenant or the appointment of a trustee or receiver of Tenant's property.

14.2 Tenant's Right to Cure.

- (a) A default becomes an "Event of Default" if Tenant fails to cure the default within the applicable cure period following State's written notice of default. Upon an Event of Default, State may seek remedies under Paragraph 14.3.
- (b) Unless expressly provided elsewhere in this Lease, the cure period is sixty (60) days.
- (c) For nonmonetary defaults not capable of cure within sixty (60) days, Tenant may submit a reasonable alternative cure schedule for State's approval, which State has discretion to grant or deny. The default is not an Event of Default if State approves the alternative cure schedule and Tenant cures the default in accordance with the approved alternative cure schedule.
- (d) State may elect to deem a default by Tenant as an Event of Default if the default occurs within six (6) months after a default by Tenant for which State has provided notice and opportunity to cure and regardless of whether the first and subsequent defaults are of the same nature.

14.3 Remedies.

- (a) Upon an Event of Default, State may terminate this Lease and remove Tenant by summary proceedings or otherwise.
- (b) State's Rights to Cure Tenant's Defaults.
 - (1) If an Event of Default occurs, State may, without terminating this Lease, remedy the default (in whole or in part) on behalf of Tenant at Tenant's expense. Tenant shall pay State all costs, expenses, fees, and damages incurred by State in connection therewith.
 - (2) If Tenant is in default under the terms of the Lease, and State determines that such default poses an imminent threat of injury or damage to persons or property, State may enter the Property and take actions to eliminate, mitigate, or remedy the imminent threat at Tenant's expense. On demand by State, Tenant shall pay State the amount of all costs, expenses, and fees incurred by State in connection therewith.

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- (3) The rights given to State under Paragraph 14.3(b)(1)-(2) shall neither impose a duty on State nor excuse any failure on Tenant's part to comply with any term, covenant, or condition of this Lease.
- (c) Without terminating this Lease, State may relet the Property on any terms and conditions as State may decide are appropriate.
 - (1) State shall apply rent received by reletting: (1) to the payment of any indebtedness other than rent due from Tenant to State; (2) to the payment of any cost of such reletting; (3) to the payment of the cost of any alterations and repairs to the Property; and (4) to the payment of rent and leasehold excise tax due and unpaid under this Lease. State shall hold and apply any balance to Tenant's future rent as it becomes due.
 - (2) Tenant is responsible for any deficiency created by the reletting during any month and shall pay the deficiency monthly.
 - (3) At any time after reletting, State may elect to terminate this Lease for the previous Event of Default.
- (d) State's reentry or repossession of the Property under Paragraph 14.3 is not an election to terminate this Lease or cause a forfeiture of rents or other charges Tenant is obligated to pay during the balance of the Term, unless (1) State gives Tenant written notice of termination or (2) a legal proceeding decrees termination.
- (e) The remedies specified under this Paragraph 14.3 are not exclusive of any other remedies or means of redress to which State is lawfully entitled for Tenant's default or threatened default of any provision of this Lease.

SECTION 15 ENTRY BY STATE

15.1 Right to Enter The Property

- (a) State and persons authorized by State may, without notice to Tenant, enter the Property and any Improvements on the Property at any reasonable hour to inspect the Property and Improvements, to inspect for compliance with the terms of this Lease, to monitor impacts to habitat, to survey habitat and species, enforce the terms of the Lease, or to exercise any right of State under the Lease or the law.
- (b) State and persons authorized by State, may enter the Property and any Improvements at any time without notice in the case of an imminent threat of injury or damage to persons or property or to prevent waste on the Property.

15.2 Disclaimer. State's failure to inspect the Property does not constitute a waiver of any rights or remedies under this Lease. The rights given to State under this Section 15 do not impose, nor does State assume by reason thereof, any responsibility for the care, maintenance, or supervision of the Property or any part thereof.

SECTION 16 DISCLAIMER OF QUIET ENJOYMENT

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16.1 No Guaranty or Warranty.

- (a) State believes that this Lease is consistent with the Public Trust Doctrine and that none of the third-party interests identified in Paragraph 1.1(b) will materially or adversely affect Tenant's right of possession and use of the Property, but State makes no guaranty or warranty to that effect.
- (b) State disclaims and Tenant releases State from any claim for breach of any implied covenant of quiet enjoyment. This disclaimer and release includes, but is not limited to, interference arising from exercise of rights under the Public Trust Doctrine; Treaty rights held by Indian Tribes; and the general power and authority of State and the United States with respect to aquatic lands and navigable waters.
- (c) Tenant is responsible for determining the extent of Tenant's right to possession and for defending Tenant's leasehold interest.

16.2 Eviction by Third-Party. If a third-party evicts Tenant, this Lease terminates as of the date of the eviction. In the event of a partial eviction, Tenant's rent obligations abate as of the date of the partial eviction, in direct proportion to the extent of the eviction; this Lease shall remain in full force and effect in all other respects.

SECTION 17 NOTICE AND SUBMITTALS

Following are the locations for delivery of notice and submittals required or permitted under this Lease. Any Party may change the place of delivery upon ten (10) days' written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
Aquatic Resources Division
950 Farman Avenue North
Enumclaw, WA 98022

Tenant: Fiddlehead Marina, Inc.
611 Columbia Street NW STE D
Olympia, WA 98501

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Lease number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

SECTION 18 MISCELLANEOUS

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18.1 Authority. Tenant and the person or persons executing this Lease on behalf of Tenant represent that Tenant is qualified to do business in the State of Washington, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon State's request, Tenant shall provide evidence satisfactory to State confirming these representations.

18.2 Successors and Assigns. Subject to the limitations set forth in Section 9, this Lease binds and inures to the benefit of the Parties, their successors, and assigns.

18.3 Headings. The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.

18.4 Entire Agreement. This Lease, including the exhibits, attachments, and addenda, if any, contains the entire agreement of the Parties. This Lease merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Property. This agreement supersedes agreement 22-A02559, which will be terminated upon the execution of this agreement.

18.5 Waiver.

- (a) The waiver of any breach or default of any term, covenant, or condition of this Lease is not a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Lease. State's acceptance of a payment is not a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.
- (b) The renewal of the Lease, extension of the Lease, or the issuance of a new lease to Tenant, does not waive State's ability to pursue any rights or remedies under the Lease.

18.6 Cumulative Remedies. The rights and remedies of State under this Lease are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

18.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.

18.8 Language. The word "Tenant" as used in this Lease applies to one or more persons and regardless of gender, as the case may be. If there is more than one Tenant, their obligations are joint and several. The word "persons," whenever used, shall include individuals, firms, associations, and corporations. The word "Parties" means State and Tenant in the collective. The word "Party" means either or both State and Tenant, depending on the context.

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18.9 Invalidity. The invalidity, voidness, or illegality of any provision of this Lease does not affect, impair, or invalidate any other provision of this Lease.

18.10 Applicable Law and Venue. This Lease is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Lease is in the Superior Court for Thurston County, Washington.

18.11 Statutory Reference. Any reference to a statute or rule means that statute or rule as presently enacted or hereafter amended or superseded.

18.12 Recordation. At Tenant's expense and no later than thirty (30) days after receiving the fully-executed Lease, Tenant shall record this Lease in the county in which the Property is located. Tenant shall include the parcel number of the upland property used in conjunction with the Property, if any. Tenant shall provide State with recording information, including the date of recordation and file number.

18.13 Modification. No modification of this Lease is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

18.14 Survival. Any obligations of Tenant not fully performed upon termination of this Lease do not cease, but continue as obligations of the Tenant until fully performed.

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NOR A COMMITMENT TO EXTEND AN OFFER**

18.15 Exhibits and Attachments. All referenced exhibits and attachments are incorporated in the Lease unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

FIDDLEHEAD MARINA, INC.

Dated: _____, 20__

By: ROBERT L. WUBBENA
Title: Treasurer and Secretary
Address: 611 Columbia Street NW STE D
Olympia, WA 98501

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__

By: KATRINA LASSITER
Title: Interim Deputy Supervisor for Aquatic
Resources Division
Address: Shoreline District
950 Farman Avenue North
Enumclaw, WA 98022

Approved as to form this

, Assistant Attorney General

EXHIBIT A

**THIS DRAFT DOES NOT CONSTITUTE AN OFFER
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REPRESENTATIVE ACKNOWLEDGMENT

STATE OF)
) ss.
County of)

I certify that I know or have satisfactory evidence that ROBERT L. WUBBENA is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Treasurer and Secretary of FIDDLEHEAD MARINA, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 20____

(Signature)

(Seal or stamp)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires _____

EXHIBIT A

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STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)

County of) ss.
)

I certify that I know or have satisfactory evidence that KATRINA LASSITER is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Interim Deputy Supervisor for Aquatic Resources Division of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 20____
(Seal or stamp) (Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires _____

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**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY & USE CLASSIFICATIONS**

Agreement Number 22-B02559

1. LEGAL DESCRIPTION OF THE PROPERTY:

That real property legally described and shown as FIDDLEHEAD MARINA in that Record of Survey recorded in Thurston County, Washington on October 25, 2019 under Auditor's File Number 4715890.

2. SQUARE FOOTAGE OF EACH USE CLASSIFICATION:

Water-dependent	<u>91,076</u>
Water-dependent use that is Public Access	<u>888</u>
Nonwater-dependent	<u>1,048</u>
Total Square Feet	<u>93,012</u>

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EXHIBIT B

1. DESCRIPTION OF PERMITTED USE

A. Existing Facilities.

The facility, known as Fiddlehead Marina, is located on the east shore of the West Bay of Budd Inlet, just south of the Port of Olympia. Surrounding land use is high density commercial and industrial. The Property is the former location of a Standard Oil fuel transfer pier which operated between approximately 1911 and 1982. Water depths on the property are estimated to be between +15 feet and -13 feet at MLLW, and sediments are primarily mud. The shoreline is partially armored with a creosote bulkhead and concrete rubble. The nearby Deschutes River supports spawning runs of Chinook, chum, coho, and steelhead. Critical habitat is designated for Chinook. There is no documented presence of submerged aquatic vegetation or forage fish spawning habitat in the vicinity, but Surf smelt spawning is documented on the west shore of the bay. An outfall for emergency and stormwater purposes discharges on the north side of the Property under Easement Number 51-074666 with LOTT Wastewater Treatment Plant.

A marina has been present at this location since at least 1984, and has been in its current configuration since 2017. Dredging occurred within the Property during the time of original marina construction between 1983 and 1985. The facility has been a Certified Clean Marina under the Clean Marina Washington program through the Puget Soundkeeper Alliance since 2016.

This paragraph includes additional details about some of the improvements listed in Paragraph 7.2. The two steel gangways have composite decking; the floating access dock and three floating main docks have a mix of treated wood, concrete, and composite decking; the 41 finger floats have a mix of treated wood, composite, and concrete decking; the four accessory floats have treated wood decking; the bulkhead consists of a mix of treated wood and rip rap; and the public access boardwalk is constructed with ACZA-treated wood. The overwater office building, boardwalk and bulkhead are primarily supported by creosote pilings. The majority of dock and finger floatation is provided by foam-filled tires, although exposed foam supplemental floatation has been placed on the majority of finger floats. Some polytubs have also been installed as supplemental floatation. The City of Olympia, who is a subtenant of the Tenant, owns the public access boardwalk Improvements, including the boardwalk structure and associated pilings.

Water and electric service are available at all slips. No pumpout or fueling service is present. Long term moorage, including residential moorage, is available on the Property. Additionally, the Tenant allows some transient moorage on the waterward

EXHIBIT A

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side of the access dock, between docks A and B, by a yacht sales company for moorage of vessels for sale. The marina is accessible through two gates that remain locked.

B. Proposed Work. Tenant proposes no new facilities or Work.

2. ADDITIONAL OBLIGATIONS

State has not authorized Tenant to conduct any Work on the Property. Where Work will need to be conducted to meet the Additional Obligations below, Tenant shall obtain State's prior written consent in accordance with Section 7.3 of this Lease and obtain all necessary regulatory permits prior to commencing such Work.

- A. By August 2, 2025, Tenant shall replace existing treated wood floats and pilings with non-toxic materials such as untreated wood, steel, concrete, fiberglass or recycled plastic, or encase the existing wood in a manner that prevents leaching of contaminants into surface water. Tenant may use Ammoniacal Copper Zinc Arsenate (ACZA) treated wood to replace above water structural framing. Tenant shall never use Chromated Copper Arsenate (CCA), Alkaline Copper Quaternary (ACQ), or creosote-treated wood at any location.
- B. By August 2, 2025, Tenant shall remove the following from the Property: (1) existing creosote piling stub from beneath the overwater office building, (2) the derelict creosote dolphin from the waterward side of the C dock, (3) the four (4) timber accessory floats from the shoreward side of the A/B access dock, (4) the partially buried tire from the shoreward side of the A/B access dock, and (5) the three (3) derelict creosote pilings from the shoreward side of the A/B access dock.
- C. By August 2, 2025, Tenant shall remove existing unencapsulated floatation materials from the Property. Tenant may replace existing unencapsulated floatation materials with encapsulated floatation materials.
- D. By August 2, 2021, Tenant shall remove the existing tire fender from the Property. Tenant may replace the existing tire with inert or encapsulated floatation materials.
- E. By August 2, 2032, Tenant shall remove existing tire floatation from the Property. Tenant may replace existing tires with inert or encapsulated floatation materials.
- F. Tenant shall implement and follow the moorage management measures described in the Moorage Management Plan attached as Attachment 1 to this Exhibit B for the duration of this Lease. If, at any time during the term of the Lease, the moorage management measures provided in the Moorage Management Plan are not sufficient to avoid vessel grounding and scour, Tenant

EXHIBIT A

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shall submit to State a new Moorage Management Plan for approval. Tenant shall implement the new Moorage Management Plan immediately upon State's approval. State may require Tenant to submit a new Moorage Management Plan if dredging is proposed on the Property.

- G. By August 2, 2025, Tenant shall install stoppers on all floating structures sufficient to prevent grounding and keeping the bottom of the structure above the level of the substrate.
- H. By August 2, 2025, Tenant shall replace the existing bank armoring with a design approved by State.
- I. By August 2, 2021, Tenant shall orient and shield the two lighting fixtures attached to the pilings on C dock in a manner that minimizes the amount of light shining directly on the water, minimizes the amount of glare on the water, and minimizes the amount of light broadcasting into the night sky. Tenant shall implement the following measures to achieve this requirement:
 - (i) Tenant shall direct light to walkways,
 - (ii) Tenant shall use light shields that prevent light from being emitted upward and prevent glare on the water,
 - (iii) Tenant shall use fixtures that do not emit light upward,
 - (iv) Tenant shall use lights that are "warm-white" or filtered.
 - (v) Tenant shall not use fluorescent light bulbs.
- J. By August 2, 2032, Tenant shall replace the existing docks, floats, and gangways as follows:
 - (i) For docks, and floats, Tenant shall install grating on at least fifty percent (50%) of the surface area. Grating material must have at least sixty percent (60%) functional open space or forty percent (40%) or greater multi-directional open space.
 - (ii) For gangways, Tenant shall install grating on one hundred percent (100%) of the surface area; grating material must have at least sixty percent (60%) functional open space or forty percent (40%) or greater multi-directional open space.
- K. By February 2, 2050, Tenant shall sample sediments and submit sampling reports to State as specified in Attachment 2 to this Exhibit B.
- L. By August 2, 2021, Tenant shall post visible signage that includes all national and state emergency reporting numbers for oil and chemical spills.
- M. By August 2, 2021, Tenant shall mark all no wake zones with visible signage.
- N. Tenant shall comply with the following obligations and requirements relating to residential uses.
 - 1. Tenant shall not dispose of any item associated with residential uses into the water.

EXHIBIT A

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2. Tenant shall implement and follow the waste disposal measures and contingency plan described in the Waste Management Plan attached as Attachment 3 to this Exhibit B for the duration of this Lease. If, at any time during the term of the Lease, the waste disposal measures or the contingency plan provided in the Waste Management Plan are not sufficient for ensuring all waste is disposed of in accordance with applicable federal, state, and local laws, Tenant shall submit to State a new Waste Management Plan for approval. Tenant shall implement the new Waste Management Plan immediately upon State's approval.
3. Tenant shall collect documentation on a monthly basis documenting each residential occupant's compliance with upland disposal of treated and untreated sewage. Tenant shall annually provide documentation to State confirming that all residential occupants on the Property are disposing of treated and untreated sewage in an upland facility.
4. Tenant shall implement and Tenant shall require all residential occupants to implement the following additional residential BMPs:
 - a. Tenant shall post facility rules and regulations regarding trash disposal, including what items are prohibited in facility receptacles.
 - b. Tenant and residential occupants shall keep all garbage and recycling containers closed and secured. Tenant shall report any containers that are damaged to their solid waste hauler or municipality as soon as a problem is identified.
 - c. Tenant and residential occupants shall contain and clean up all household hazardous spills and toxic substances immediately.
 - d. When using household hazardous or toxic products, Tenant and residential occupants shall utilize a double containment system (e.g. use two tarps or tarp and drip pan) to collect any spills and more effectively prevent the materials from entering the water.
 - e. Tenant and residential occupants shall store all household hazardous products and petroleum and oil based machinery in a manner that prevents the entry of debris and waste materials into the water.
 - f. Tenant and residential occupants shall secure all household items and outdoor furnishings associated with all residential uses in a manner that prevents them from blowing or falling into the water.
 - g. Tenant and residential occupants shall keep absorbent pads or other spill response materials available to absorb any spilled material.
 - h. If a household hazardous substance or toxic substance is spilled, Tenant and residential occupants shall implement the following:
 - i. Tenant shall report all household hazardous product spills to 1-800-OILS-911 immediately,
 - ii. Tenant shall not pour liquid detergent or other dispersants onto the spill,
 - iii. Tenant shall stop the source of the spill and begin clean up immediately, and
 - iv. Tenant shall double bag used absorbent pads and other spill response materials and dispose of them in an upland facility designated for hazardous waste.

EXHIBIT A

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- i. Tenant and residential occupants shall pick up all pet wastes promptly to reduce wastes from entering the water. Tenant shall scoop and discard pet waste via the residential sewer system or upland garbage.
- j. Tenant and residential occupants shall affix and secure all utility lines to prevent material degradation and/or aquatic contamination. This includes sewage, electric, water, cable and gas lines and their housings. Utility housing must meet all local and state building and fire codes.
- k. Tenant and residential occupants shall skim all debris from the water when detected and dispose of such debris in an on-shore receptacle.

Within thirty (30) days following the Commencement Date, Tenant shall give a copy of the above BMPs to each residential occupant, and to any new residential occupant when they arrive at the marina.

- 5. Attachment 4 includes the following information regarding the residential uses on the Property:
 - a. Location of residential uses, including slip number;
 - b. Name of occupant(s);
 - c. Date when current moorage agreement for each residential use slip commenced and termination date of each agreement; and
 - d. Vessel registration number issued by Department of Licensing, if applicable.
- 6. Tenant shall notify State within sixty (60) days if any residential use vacates the marina for a period greater than thirty (30) days and is not replaced with another residential use. Tenant shall provide to State the registration number of the residential use that vacated.

EXHIBIT A

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ATTACHMENT 1 TO EXHIBIT B MOORAGE MANAGEMENT PLAN

Shallow Water Management—for Fiddlehead Marina
May 5, 2020

Fiddlehead Marina is located at the junction of three dynamic marina sediment transport systems—the twice daily tidal exchanges at the end of Budd Inlet, the discharge of the sediments from the Deschutes Watershed via Capital Lake and the discharge of a major City of Olympia storm water outfall. As a result the shallow water management plan in the marina must be monitored routinely and change with local sediment conditions. Annual depth monitoring will occur the last week of May, following the normal flood stage/rainy season in the Deschutes River’s extra deposits of sediment in lower Budd Inlet. The new soundings will guide the implementation of this policy.

The Marina uses an Olympia Area Tide Guide computed from the latest available data from the National Oceanic and Atmospheric Administration. An annual book showing the daily low and high tides to the nearest minute, based on a 19 year average, is made available to all moorage customers for reference and their use in planning boat transit to and from the marina to the northern part of Budd Inlet.

The Marina uses the Olympia area MLLW tide reference point of 0.0 in feet for all boat moorage placement and tie up decisions. The annual depth to sediment monitoring, along with the Tide Book, guides the placement of boats in slips with reference to the documented boat drafts.

In addition to providing the customer with a free new Tide Book that identifies the low tide to the nearest minute of the day, the Marina posts the upcoming months low tide referenced to the MLLW of 0.0 feet. The information is on a “Message White Board” visible to all customers from the outside of the Marina Offices. The customer must then plan their own transit plans using the navigation charts for Budd Inlet.

The marina’s annual monitoring identifies where the sediment build up has occurred near the shore where the two shore access points are, and in several of the near shore slips. Due to the previous dredging by the Marina and the tidal influence, the actual depositions differ along the shore and this continues to change with the shifting sediments from this dynamic zone of interacting marine conditions.

For those slip/fingers with less than five feet of water when low tides are at -3.0 (approximately 8.0 feet of water above -3.0 low tide) the marina will limit its placement of boats for moorage based on the documented drafts of four feet or less, guided by the annual marina sediment soundings. The marina will not moor boats that have a draft that is projected to ground out based on the annual measurement of the sediment and the Tide Book’s projected minus tide referenced to 0.0 MLLW in feet. This applies to all slips in the marina.

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Additionally slips # B-15, C-18, C-19, C-19A, C-20A, C-20 & C-21 have been negatively impacted by the near shore sedimentation. These slips will only be used for temporary shallow water seasonal moorage when it is projected that there is at least one foot of water in these slips, until a planned maintenance dredge is completed. All slips assigned will be based on maintaining minimum of 1.0 feet of water during low tide conditions.

The corral area between Docks A & B and used for boats for sale was previously dredged to a minus 15 feet. The shoulder areas have partially filled in with new sediment. The moorage agreement with the company provides that if larger boats with a deep draft are temporarily located in the corral, the company will proactively move those boats to avoid grounding out. The marina works with the Port of Olympia to allow temporary moorage at their deep water Plaza dock if needed. This enables the company to temporarily relocate the deep draft boats to a location to avoid grounding out.

MARINA SHALLOW WATER POLICY

The Marina's shallow water management plan is to limit the moorage in the marina with less than 8.0 feet of water at 0.0 MLLW conditions for boats with shallower draft to prevent grounding out during negative tides and to reduce scour of the underlying sediments. Placement of boats with shallow drafts of less than the projected depth of the water during projected low tides will guide the moorage of boats. With this placement, all customer boats will be able to exit the marina on low tides except in rare situations where sediment obstructs their exit. They are made aware of the shallow water conditions that may restrict their exit transit into and out of the marina for the one hour of extreme low tide.

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ATTACHMENT 2 TO EXHIBIT B SEDIMENT SAMPLING REPORT

Sampling at the end of the lease term shall be conducted by February 2, 2050. Sampling shall include the 47 SMS chemicals of concern and tributyltin. Tenant should reference Washington Department of Ecology's (Ecology) Sediment Cleanup Users Manual II for guidance to create a Sediment Analysis Plan (SAP). The SAP should contain a sufficient number and distribution of samples for a Phase II environmental site assessment.

1. The Tenant shall submit the SAP to State prior to sampling.
2. Upon State approval of the SAP, Tenant must conduct sampling and submit the report to State.
3. Tenant must submit sampling data to Ecology's myEIM database process (see link for details): <https://ecology.wa.gov/Research-Data/Data-resources/Environmental-Information-Management-database/EIM-submit-data>.
4. If an exceedance is identified through Ecology's myEIM database, Tenant must notify State within 30 days and report findings to Ecology per WAC 173-340-300(2).

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ATTACHMENT 3 TO EXHIBIT B WASTE MANAGEMENT PLAN

FIDDLEHEAD MARINA, INC- WASTE MANAGEMENT
March 9, 2020

Fiddlehead Marina's Waste Management Plan encompasses a control and disposal program for all wastes generated, or disposed of on the Fiddlehead Site. Fiddlehead Marina is a Certified Clean Marina and is guided by the Programs Best Management Practices, and those promoted by the Department of Natural Resources.

The following summarizes the key elements of the Fiddlehead Marina Program, with the completed Clean Marina Forms and monitored sites attached for further explanation.

- 1) **SEWAGE COLLECTIONS AND DISPOSAL.** The Fiddlehead Office building is connected to the City/LOTT wastewater system for disposal of all waste generated via the onsite restrooms and showers. A MOBILE PUMP OUT system is contracted with for individual boat domestic waste disposal.
- 2) **GREY WATER.** Disposal of grey water is discouraged into state waters. Boaters will use best management practices as defined by the Clean Marina Program to avoid and minimize the release of grey water. **Contingency:** Boaters may utilize alternative pump out services or pump out locations if services become unavailable at the Fiddlehead Marina
- 3) **BOAT PUMPOUT AND DISPOSAL.** Each boat is required to dispose of their own waste. Live a boards are required to document regular disposal, either by motoring to nearby approved pump out stations, or to contract with a mobile pumper such as Pelican Pump out Services. The boaters are required to keep records of such service. **Contingency:** If boat pump out and waste disposal is temporarily unavailable boater will be directed to use the nearest pump out facility located at Swan Town Marina. If monthly pump out records do not confirm that approved and regular disposal of on boat human wastes is properly disposed of, boater will required to demonstrate safe disposal practices or vacate their slip at the end of the 30 day notice to vacate.
- 4) **OIL CHANGES/ON BOAT MAINTENANCE.** Boaters are required to contract for such service, or if they do it themselves, they must transport waste oils to a County approved disposal site or to Swan Town Collection site. If a boater leaves its oil waste products near the Marina Dumpster, it is delivered to an approved dump site. **Contingency:** Any boater found to violate this rule will be given one warning of violation. Future violations will be the basis of a five day notice to vacate their slip at the marina.
- 5) **BOAT CLEANING.** Tenants are required to follow the Clean Marina Protocol on cleaning their boats and taking their boat to Swanton haul out services for bottom maintenance. Above water cleaning of boats must follow Clean Marina Best Practices

EXHIBIT A

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(see attached) **Contingency:** All boaters are made aware of this policy by posted signs and periodic newsletters from the marina. Violators are subject to 5 day notice and termination per their lease agreement.

- 6) **SOLID WASTE.** FH maintains a locked (available by code to all customers) 6 CY dumpster is available to all tenants with weekly pickup. The dumpster is monitored daily and inappropriately disposed of items are put into the dumpster. **Contingency:** Marina security cameras include coverage of Dumpster usage. If boaters do not properly dispose of waste, marina custodian will monitor and give us notice on violators who are then given one notice. Second notice makes them subject to slip vacation within 30 days. Mid night dumpsters waste is put into dumpster by custodian daily. If City fails to empty dumpster on routine weekly schedule, they are immediately called for extra pick up. If solid waste removal is disrupted, Fiddlehead Marina will secure dumpster facility to ensure solid waste is not entering waterways or otherwise polluting area, until removal resumes.

EXHIBIT A

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ATTACHMENT 4 TO EXHIBIT B RESIDENTIAL USES

DOCK A		DOCK B		DOCK C	
1		1	30	1	
2	ARMSTRONG - WN4800JR	2	29	2	38
3		3	28	3	37
4	MERKLE - WN2168081777	4	27	4	36
5		5	26	5	35
6	SPAULDING - WN2943SN	6	25	6	34
7	MARSH - WN5536RU	7	24	7	33
8	COLEMAN - WN4772SU	8	23	8	32
9	GIAQUINTO - WN9420NN	9	22	9	31 COWAN - DO956766 (CG Reg Pending)
10		10	21	10	30 SUTTER - WNZ0498AA
11		11	20	11	29
12		12	19	12	28 MERRITT - WN1971RT
		13	18	13	27
		14	17 ALDRIDGE - WN7564NJ	14	26
		15	16 KELLER - WN6532NW	15	25
		16		16	24
		17		17	23
		18		18	22
		19		19	21
		19A		20	20
				20A	20A

FIDDLEHEAD MARINA BUILDING

EXHIBIT A

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**ATTACHMENT 4 TO EXHIBIT B (CONTINUED)
RESIDENTIAL USES**

Live Aboard Count	Slip #	Owner	Vessel Type	Lease Date	Term	Registration #
1	A-2	Armstrong	Power Boat	11/1/2018	MTM	WN4800JR
2	A-7	Marsh	Sail Boat	12/19/2014	MTM	WN5536RU
3	A-8	Coleman	Sail Boat	4/1/2020	MTM	WN9420NN
4	A-9	Giaquinto	Sail Boat	6/1/2014	MTM	WN4772SU
5	B-3	Merkle	Power Boat	4/15/2019	MTM	WN2168081777
6	B-6	Spaulding	Power Boat	8/1/2018	MTM	WN2943SN
7	B-16	Keller	Power Boat	11/11/2008	MTM	WN6532NW
8	B-17	Aldridge	Power Boat	4/1/2020	MTM	WN7564NJ
9	C-2	Adams	Sail Boat	8/14/2019	MTM	WN1450SR
10	C-3	Varnal	Sail Boat	2/1/2014	MTM	WN7274Z
11	C-6	Armstrong	Sail Boat	9/1/2017	MTM	BLBA69CD889
12	C-7	Hawkins	Sail Boat	12/1/2013	MTM	CNYA00040873
13	C-9	Stanfield	Sail Boat	6/1/2017	MTM	WN7272JR
14	C-14	Sherer	Sail Boat	6/18/2018	MTM	WN1510RE
15	C-28	Merritt	Sail Boat	1/1/2019	MTM	WN1971RT
16	C-30	Sutter	Sail Boat	10/20/1994	MTM	WNZ0498AA
17	C-31	Cowan	Power Boat	9/1/2019	MTM	DO956766

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**EXHIBIT C
SEDIMENT SAMPLING REPORT**

To be submitted by Tenant

DRAFT

EXHIBIT A

EXHIBIT B

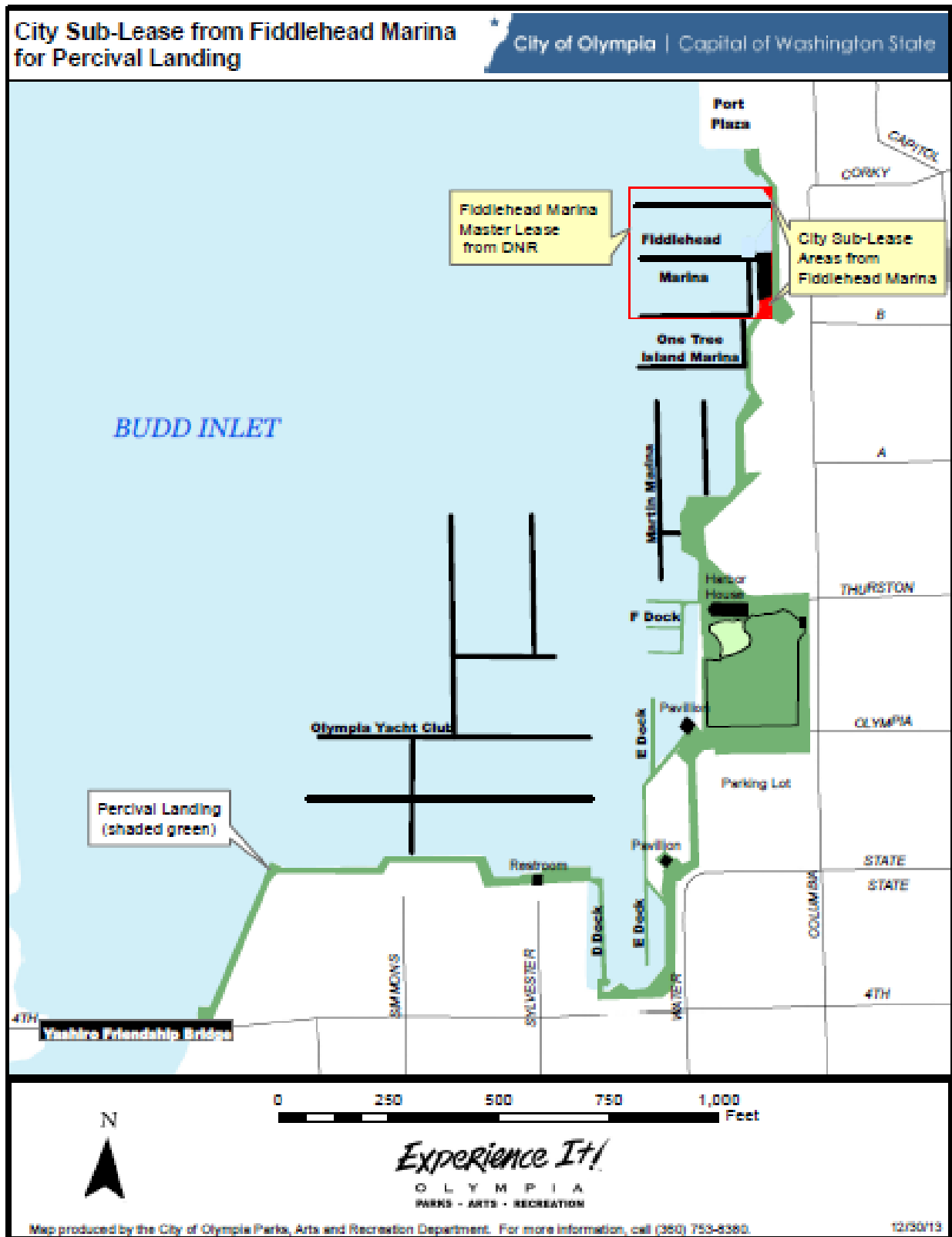


EXHIBIT A

EXHIBIT "C"

SUBLEASE OF AQUATIC LANDS LEASE NO. 22-A02559

SUBLEASED AREA – LEGAL DESCRIPTION

Those portions of Olympia Harbor Leases Nos. 2559 and 2400 lying between the inner harbor line and the outer harbor line as shown on the Fourth Supplemental Maps of Replat of a portion of Olympia Tidelands and Harbor Areas, Plate 1, recorded under Auditor's File Number 1041210, Records of Thurston County, Washington, described as follows:

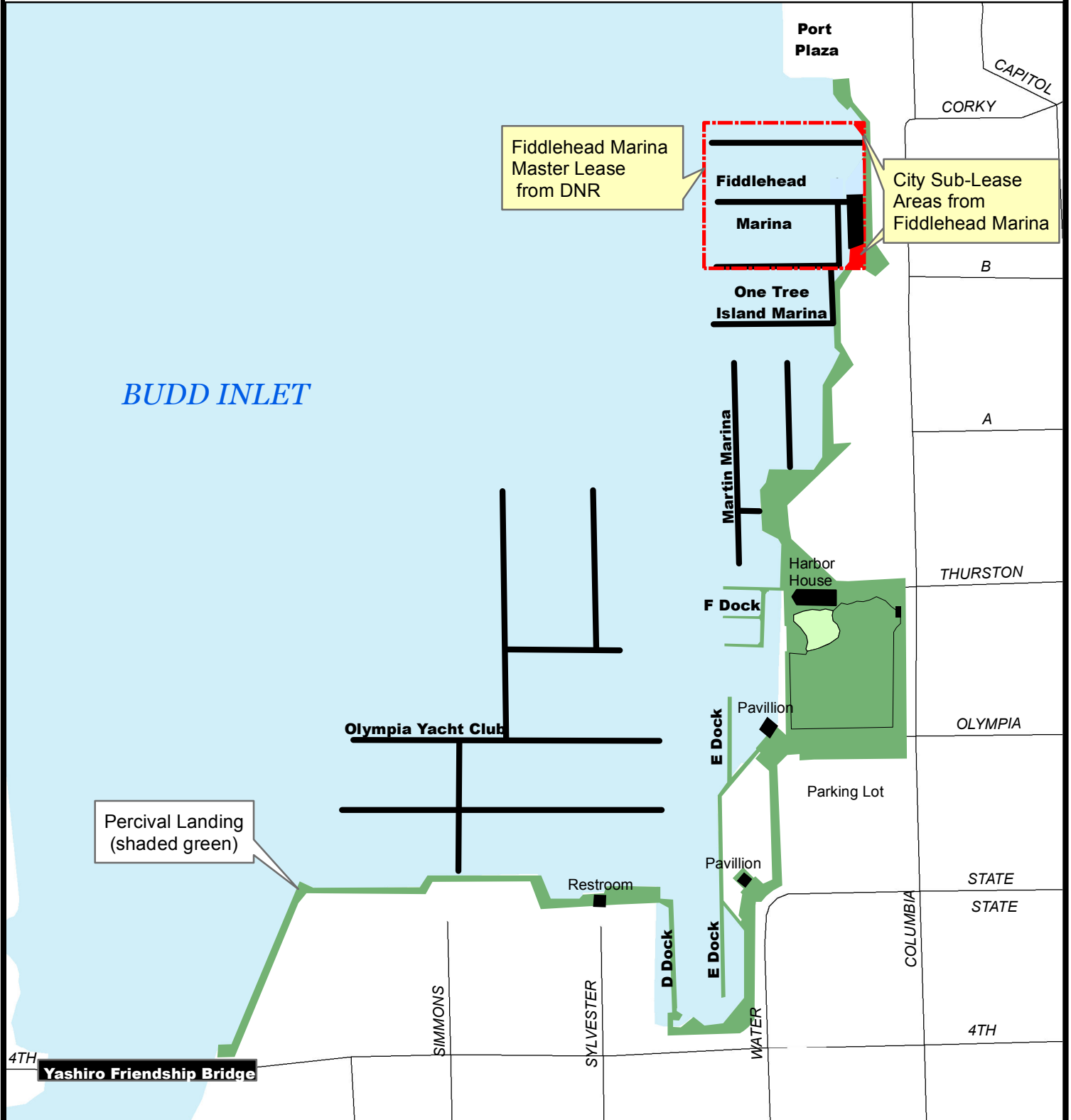
Commencing at the intersection of the inner harbor line with the westerly extension of the South line of Block 3, Olympia Tidelands; thence North 4° 05' 20" West along said harbor line, 1.00 feet to the point of beginning; thence North 49° 05' 20" West, 8.48 feet, thence North 4° 05' 20" West, 26.00 feet; thence North 40° 54' 40" East, 8.48 feet to said harbor line; thence South 4° 05' 20" East, 38.00 feet to the point of beginning.

ALSO, beginning at the intersection of the inner harbor line with the westerly extension of the South line of Block 4 of Olympia Tidelands; thence South 4° 05' 20" East along said harbor line, 8.00 feet; thence North 49° 05' 53" West, 11.31 feet; thence North 85° 53' 33" East, 8.00 feet to the point of beginning.

In the City of Olympia, Thurston County, Washington.

City Sub-Lease from Fiddlehead Marina for Percival Landing

City of Olympia | Capital of Washington State



0 250 500 750 1,000 Feet

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City Council

Approval of a Resolution Authorizing a Right-of-Way Use Agreement with Fiddlehead Marina, Inc.

Agenda Date: 7/21/2020
Agenda Item Number: 4.J
File Number:20-0562

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

Title

Approval of a Resolution Authorizing a Right-of-Way Use Agreement with Fiddlehead Marina, Inc.

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution authorizing the City Manager to sign a Right-of-Way Use Agreement with Fiddlehead Marina, Inc., including assignment to Fiddlehead Marina, LLC.

Report

Issue:

Whether to approve a Right-of-Way Use Agreement with Fiddlehead Marina, Inc.

Staff Contact:

Rich Hoey, P.E., Public Works Director, 360.753.8495

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

In or around 1982, the City and Fiddlehead Marina entered into an agreement that allowed Fiddlehead Marina to place a structure within the Columbia Street right-of-way (ROW). The structure remains in place today.

Fiddlehead Marina is interested in a new ROW Use Agreement that would allow continued placement of its existing structure and related appurtenances within the Columbia Street ROW. The total ROW use is approximately 1760 square feet. Staff has determined that allowing continued use of the ROW area is acceptable subject to the conditions outlined in the attached agreement. This agreement is very similar to other ROW use agreements within the City but has a longer term (30 years) given the type of structure. The agreement also includes language that addresses sea level rise and associated flooding risk.

Under the terms of the agreement, Fiddlehead Marina (and any successor entities) will pay the City \$3,050.08 annually plus any Washington State leasehold excise taxes. The payment is based on equivalent land values in the area and will be inflated 4 percent per year during the term of the agreement.

Staff is aware that Fiddlehead Marina, Inc., intends to sell the Marina structure and appurtenances to Fiddlehead Marina, LLC. The proposed resolution includes the authorization for assignment of the rights and interest of the ROW Use Agreement to Fiddlehead Marina, LLC.

In a related matter, Fiddlehead Marina, Inc., previously subleased to the City a portion of its DNR aquatic lands lease area for a public pedestrian boardwalk (Percival Landing). In a separate action before Council, staff and Fiddlehead Marina are proposing a renewed sublease for a term of 30 years.

Neighborhood/Community Interests (if known):

The ROW Use Agreement provides value back to the citizens of Olympia for use of public right-of-way.

Options:

1. Approve a resolution authorizing the City Manager to sign a Right-of-Way Use Agreement with Fiddlehead Marina, Inc., including assignment to Fiddlehead Marina, LLC. The agreement will allow the Fiddlehead Marina building to remain in its current location, with appropriate compensation to the City.
2. Modify agreement to address Council concerns.
3. Do not approve the agreement. Fiddlehead Marina would no longer be able to occupy City ROW.

Financial Impact:

The City will receive \$3,050.08 annually for the use of City ROW, with a 4% annual inflation factor.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING A RIGHT-OF-WAY USE AGREEMENT BETWEEN THE CITY OF OLYMPIA AND
FIDDLEHEAD MARINA, INC.**

WHEREAS, there exists within the City of Olympia a platted right-of-way known as Columbia Street, southerly of Corky Avenue and northerly of Olympia Avenue; and

WHEREAS, in or around 1982, Olympia and Fiddlehead Marina, Inc. entered into agreement that allowed Fiddlehead Marina, Inc. to place a structure and related appurtenances within the Columbia Street right-of-way. Pursuant to that agreement, the structure and appurtenances remains in the Columbia Street right-of-way; and

WHEREAS, Fiddlehead Marina, Inc. is interested in a new Right-Of-Way Use Agreement that would allow continued placement of its existing structure and related appurtenances within the Columbia Street right-of-way; and

WHEREAS, Olympia has determined the right-of-way use area for the existing structure and attached appurtenances is approximately 94 feet by 19 feet, or a total of 1760 square feet; and

WHEREAS, Olympia has determined that Fiddlehead Marina, Inc.'s continued use of the structure and related appurtenances within the Columbia Street right-of-way is acceptable subject to the conditions within the proposed new Right-of-Way Use Agreement; and

WHEREAS, as a lease holder of certain Department of Natural Resources aquatic lands, Fiddlehead Marina, Inc. subleased to the City of Olympia a portion of its aquatic lands lease area for a pedestrian boardwalk, and related facilities, adjacent to Fiddlehead Marina, Inc.'s structure. This boardwalk is part of the broader Percival Landing. That sublease was most recently renewed in 2014 for a term of 19 years, which expires in 2032; and

WHEREAS, Olympia and Fiddlehead Marina, Inc. have a mutual interest in Percival Landing being maintained for public access and use. To this end, the City and Fiddlehead are separately entering into a renewed aquatic lands sublease, to allow the City's continued use of the subleased area for the Percival Landing boardwalk and related facilities. That renewed sublease is expected to have a term of 30 years, to correspond with the term of a renewed aquatic lands lease Fiddlehead expects to receive from the Department of Natural Resources; and

WHEREAS, under the terms of the proposed new Right-of-Way Use Agreement between the City and Fiddlehead Marina, Inc. Fiddlehead Marina, Inc.'s rights under the Right-of-Way Use Agreement may be assigned by Fiddlehead Marina, Inc. to any successor in interest taking fee ownership of the structure and related appurtenances. The City must consent in writing to any such assignment, but consent may not be unreasonably withheld if the assignee is a purchaser for value of the structure and related appurtenances; and

WHEREAS, the City and Fiddlehead Marina, Inc. anticipate that Fiddlehead Marina, Inc. will be transferring its fee ownership of the structure and related appurtenances to Fiddlehead Marina, LLC, a different legal entity, which is purchasing Fiddlehead Marina Inc.'s structure and related appurtenances for value.

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

1. The Olympia City Council hereby approves the form of Right-of-Way Use Agreement between the City of Olympia and Fiddlehead Marina, Inc. 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 Right-of-Way Use Agreement with Fiddlehead Marina, Inc., 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.
3. The City Council hereby recognizes the Fiddlehead Marina Inc.'s structure and appurtenances subject to the Right-of-Way Use Agreement are anticipated to be transferred to Fiddlehead Marina, LLC, and that Fiddlehead Marina Inc.'s rights and interest under the Right-of-Way Use Agreement will be transferred to Fiddlehead Marina, LLC. The City Manager is authored to consent to such assignment on behalf of the City.

PASSED BY THE OLYMPIA CITY COUNCIL this 21st day of July 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

**RIGHT-OF-WAY USE AGREEMENT
BETWEEN THE CITY OF OLYMPIA
AND FIDDLEHEAD MARINA.**

THIS AGREEMENT is by and between the City of Olympia, a Washington municipal corporation, ("Olympia") and Fiddlehead Marina, Inc., a Washington corporation, ("Fiddlehead Marina") (jointly "the Parties") and is effective as of the date of the last authorizing signature affixed hereto. This Agreement provides the terms by which Fiddlehead Marina may use certain City right-of-way for Fiddlehead's building and attached appurtenances.

RECITALS

1. There exists within the City of Olympia a platted right-of-way known as Columbia Street, southerly of Corky Avenue and northerly of Olympia Avenue.
2. In or around 1982, Olympia and Fiddlehead Marina entered into agreement that allowed Fiddlehead Marina to place a structure and related appurtenances within the Columbia Street right-of-way. Pursuant to that agreement, the structure and appurtenances remains in the Columbia Street right-of-way.
3. Fiddlehead Marina is interested in a new Right-Of-Way Use Agreement that would allow continued placement of its existing structure and related appurtenances within the Columbia Street right-of-way.
4. Olympia has determined the right-of-way use area for the existing structure and attached appurtenances is approximately 94 feet by 19 feet, or a total of 1760 square feet.
5. Olympia has determined that continued use of the structure and related appurtenances within the Columbia Street right-of-way is acceptable subject to the conditions within this Agreement.
6. As a lease holder of certain Department of Natural Resources aquatic lands, Fiddlehead Marina subleased to the City of Olympia a portion of its aquatic lands lease area for a pedestrian boardwalk, and related facilities, adjacent to Fiddlehead Marina's structure. This boardwalk is part of the broader Percival Landing. That sublease was most recently renewed in 2014 for a term of 19 years, which expires in 2032.

7. Olympia and Fiddlehead Marina have a mutual interest in Percival Landing being maintained for public access and use. To this end, the City and Fiddlehead are separately entering into a renewed aquatic lands sublease, to allow the City's continued use of the subleased area for the Percival Landing boardwalk and related facilities. That renewed sublease is expected to have a term of 30 years, to correspond with the term of a renewed aquatic lands lease Fiddlehead expects to receive from the Department of Natural Resources.

AGREEMENT

1. Olympia hereby grants to Fiddlehead Marina the right to temporarily use the Columbia Street right-of-way, as described in Exhibit 1, for use of an existing structure and related appurtenances.
2. The term of this Agreement is for 30 years from the date of this Agreement.
3. In consideration therefor, Fiddlehead Marina shall annually pay to Olympia, on or before November 1 of each year, the amount of Three Thousand and Fifty Dollars and Eight Cents (\$3,050.08), plus Washington State Leasehold Tax, if any. Said amount will be proportionately discounted or reimbursed if this Agreement is terminated within any year prior to November 1. At Fiddlehead Marina's option, the above amount may be paid in two installments, to wit, One Thousand Five Hundred and Twenty-Five Dollars and Four Cents (\$1,525.04) on November 1 and May 1 of each year. The payment will be adjusted with a 4% annual escalation on November 1.
4. Fiddlehead Marina shall maintain the existing structure and related appurtenances (as defined in Exhibit 1) at its own expense and shall maintain said facilities in good repair. Olympia is not liable for any costs or expense of construction, maintenance, or otherwise for the existing structure and attached appurtenances by reason of this Agreement.
5. Olympia does not warrant that the portion of the structure or related appurtenances within the Columbia Street right-of-way will be available for use in the event of sea level rise and associated potential flooding. This Agreement creates no obligation for Olympia to take any remedial action to allow for on-going use of the structure and related appurtenances. Any loss of use of the structure or appurtenances is the sole responsibility of and will be borne by Fiddlehead Marina.
6. Olympia may construct underground utilities through the entire length and breadth of the right-of-way, but shall, upon completion of any such construction during the term of this Agreement, restore the site to the condition created by Fiddlehead

Marina. During construction, Olympia will maintain reasonable access to the marina property.

7. Fiddlehead Marina and its successors and assigns, shall defend, indemnify, and hold Olympia harmless from any claim, suit, action, damages, liability, or expense incurred by reason of Fiddlehead Marina's design, construction, use, repair, or maintenance of the structure and appurtenances. The intent of this paragraph is that Fiddlehead Marina, its successors, or assigns, will have full, complete, and exclusive care, maintenance, and responsibility for its structure and related appurtenances, and their design, construction, and use; therefore, ensuring that Olympia will incur no expense or liability by reason of Fiddlehead Marina's use of the portion of the Columbia Street right-of-way which is the subject of this Agreement. Fiddlehead Marina shall maintain insurance in sufficient amounts to ensure liability coverage in an amount not less than \$1,000,000 per occurrence.
8. This Agreement may be assigned by Fiddlehead Marina to any successor in interest taking fee ownership of the structure and related appurtenances. To secure a release from liability under this Agreement, Fiddlehead Marina shall advise Olympia of such change or assignment and secure Olympia's consent in writing to the assignment of this Agreement. Such consent may not be unreasonably withheld if the assignee is a purchaser for value of the structure and related appurtenances.
9. This Agreement is in all respects governed by the laws of the State of Washington. If it is necessary to enforce any of the terms of this Agreement, any action must be brought in Thurston County Superior Court for the State of Washington.
10. Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit is entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.
11. 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, corporation, or entity other than the Parties.
12. This Agreement must not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it.
13. If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, 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, is not affected thereby; and each such term and provision of this Agreement is valid and must be enforced to the fullest extent permitted by law.

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

CITY OF OLYMPIA

I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Right-of-Way Use Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.

Steven J. Burney
City Manager

Date

Approved as to form:

Michael M. Young

Deputy City Attorney

FIDDLEHEAD MARINA

I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Right-of-Way Use Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.

Robert Wubbena

Robert Wubbena, Fiddlehead Marina, Inc.

07/09/2020

Date

EXHIBIT 1

EASEMENT DESCRIPTION FIDDLEHEAD MARINA

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, AND A PORTION OF NORTH COLUMBIA STREET, FRONTING BLOCK 3 AS SHOWN ON THE OFFICIAL MAPS OF THE OLYMPIA TIDE LANDS ON FILE WITH THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE INNER HARBOR LINE AT THE INTERSECTION OF THE EXTENDED NORTH RIGHT-OF-WAY LINE OF C AVENUE WEST AS SHOWN ON SAID OFFICIAL MAPS OF OLYMPIA TIDE LANDS; THENCE SOUTH 04°06'12" EAST, 137.84 FEET ALONG THE INNER HARBOR LINE TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID INNER HARBOR LINE, SOUTH 04°06'12" EAST, 96.21 FEET;
THENCE NORTH 85°41'17" EAST, 19.54 FEET;
THENCE NORTH 04°41'34" WEST, 84.82 FEET;
THENCE SOUTH 85°41'17" WEST, 4.23 FEET;
THENCE NORTH 04°18'43" WEST, 7.61 FEET;
THENCE SOUTH 85°36'08" WEST, 6.41 FEET;
THENCE NORTH 04°16'12" WEST, 3.80 FEET;
THENCE SOUTH 85°36'08" WEST, 8.00 FEET TO SAID INNER HARBOR LINE AND THE POINT OF BEGINNING;

CONTAINING 1760 SQUARE FEET, MORE OR LESS.

SITUATE IN THE CITY OF OLYMPIA, THURSTON COUNTY WASHINGTON.

PREPARED BY:

Blair Prigge, PLS
MTN2COAST, LLC
3/25/2020

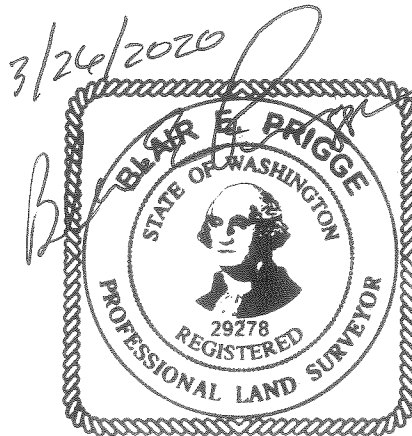
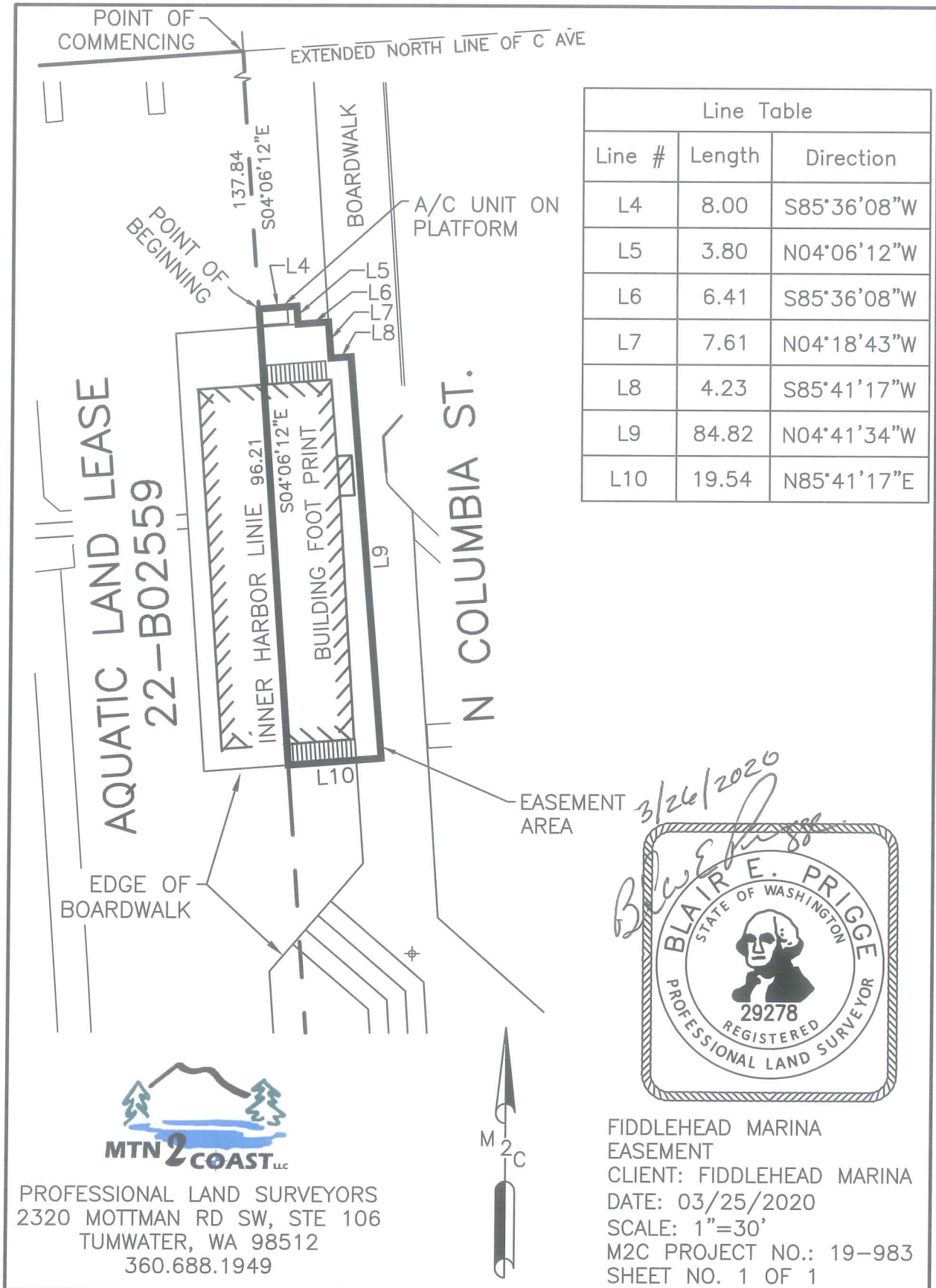


EXHIBIT 1





City Council

Approval of a Resolution Authorizing an Agreement with Interfaith Works for Use of Building and Parking Lot Located at 2828 Martin Way

Agenda Date: 7/21/2020
Agenda Item Number: 4.K
File Number:20-0564

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

Title

Approval of a Resolution Authorizing an Agreement with Interfaith Works for Use of Building and Parking Lot Located at 2828 Martin Way

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve a resolution authorizing the City Manager to sign an agreement with Interfaith Works for use of the building and parking lot located at 2828 Martin Way to temporarily provide emergency shelter services for homeless individuals who are most at risk for contracting COVID-19.

Report

Issue:

Whether to approve the resolution authorizing the City Manager to sign an agreement with Interfaith Works for use of the building and parking lot located at 2828 Martin Way to temporarily provide emergency shelter services for homeless individuals who are most at risk for contracting COVID-19.

Staff Contact:

Keith Stahley, Assistant City Manager, 360.753.8227

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Since the Washington State Department of Health confirmed the first case of novel coronavirus (COVID-19) in Washington State on January 21, 2020, several steps have been taken to limit the spread in Washington and Thurston County. This has included maintaining six-foot physical distancing in local homeless shelters. As a result, there has been a reduction in shelter capacity. The City seeks to replace some of the lost shelter beds by temporarily making the 4,000 square foot

building and associated parking lot located at 2828 Martin Way available to Interfaith Works to provide shelter for adults who are most at risk of contracting coronavirus.

Under the agreement, Interfaith Works will provide overnight shelter to vulnerable individuals experiencing homelessness. Interfaith Works will provide management of the facility, including all personnel, materials and supplies necessary to maintain the facility in a safe and clean manner and to support the needs of the shelter guests.

The City will pay for expenses associated with the operation and maintenance of the building and parking area. These include but are not limited to utilities; exterior maintenance of the building; maintenance of major building systems including plumbing, electric and heating and ventilation; and other costs at the discretion of the City.

This agreement will be in effect until December 31, 2020, or the date on which the property located at 2828 Martin Way closes its sale between the City of Olympia and the Low Income Housing Institute, whichever occurs earlier.

Neighborhood/Community Interests (if known):

Homelessness is an issue of significant concern to the community.

Options:

1. Move to approve the Resolution authorizing the City Manager to sign the agreement with Interfaith Works for use of the building and parking lot at 2828 Martin Way to temporarily provide emergency shelter services for homeless individuals who are most at risk for contracting COVID-19
2. Direct staff to modify the agreement before approving.
3. Do not approve the resolution authorizing an agreement with Interfaith Works.

Financial Impact:

The City will make the property at 2828 Martin Way available to Interfaith Works at no cost. There may be costs to the City associated with maintenance of the building and parking area.

Attachments:

Resolution

Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING THE MUNICIPAL SERVICES AGREEMENT BY AND BETWEEN THE CITY
OF OLYMPIA AND INTERFAITH WORKS FOR TEMPORARY SERVICES TO THE
HOMELESS RELATED TO COVID-19 MITIGATION**

WHEREAS, on January 21, 2020, the Washington State Department of Health confirmed the first case of novel coronavirus (COVID-19) in the United States of America in Snohomish County, Washington, and local health departments and the Washington State Department of Health have since worked to identify, contact, and test persons in Washington State who may have been potentially exposed to COVID-19 in coordination with the United States Centers for Disease Control and Prevention (CDC); and

WHEREAS, on March 10, 2020, Governor Inslee signed Proclamation 20-06, addressing risks to persons living in congregate care settings, such as long-term care facilities, and imposing certain restrictions in all counties of the State of Washington. The Governor found that since the initial confirmed case of COVID-19 in Snohomish County on January 21, 2020, COVID-19 had spread to eight counties of Washington State, resulting in 23 deaths. Further, the risk of severe illness and death from COVID-19 appeared to be higher in those members of the State's population who are 60 years of age and older and those with chronic health conditions. The Governor also found that the worldwide outbreak of COVID-19 and the resulting epidemic in Washington State continued to threaten the life and health of our people as well as the economy of Washington State and that Proclamation 20-05 remains in effect and is amended as provided in Proclamation 20-06; and

WHEREAS, on March 17, 2020, the Olympia City Council enacted Ordinance No. 7233 declaring a state of public health emergency, and that the Olympia City Council will take all actions within its powers and resources to protect the public peace, health, safety and welfare of the citizens and businesses of the City of Olympia during the novel coronavirus COVID-19 pandemic to mitigate the consequences of the illness and public health emergency taking place and to maintain essential public services such as police, fire, public works and public utilities such as water and solid waste collection; and

WHEREAS, on May 29, 2020, the Governor also issued Proclamation 20-25.4 declaring that a State of Emergency continues to exist in all counties of Washington State, that Proclamation 20-06 and all amendments thereto remain in effect as otherwise amended, and that, to help preserve and maintain life, health, property or the public peace pursuant to RCW 43.06.220(1)(h), Proclamations 20-25, 20-25.1, 20-25.2, and 20-25.3 (*Stay Home – Stay Healthy*) were amended to extend all of the prohibitions and each expiration date therein to 11:59 p.m. on July 1, 2020, and were renamed (*Safe Start – Stay Healthy*), and that except as otherwise provided in Proclamation 20-25.4 or the *Safe Start Washington* Phased Reopening County-by-

County Plan, all other provisions of Proclamations 20-25, 20-25.1, 20-25.2, and 20-25.3 remain in full force and effect; and

WHEREAS, the health professionals and epidemiological modeling experts predict that although we have passed the peak of the first wave of COVID-19 in the State and we have made adequate progress as a state to modify some of the initial community mitigation efforts, the nature of COVID-19 viral transmission, including both asymptomatic and symptomatic spread as well as the relatively high infectious nature, suggests it is appropriate to slowly re-open Washington State only through a careful, phased, and science-based approach; and

WHEREAS, the worldwide COVID-19 pandemic and its progression in Washington State continues to threaten the life and health of the public as well as the economy of Washington State, and remains a public disaster affecting life, health, property or the public peace; and

WHEREAS, the Olympia City Council finds that the above circumstances and facts continue to present significant public health and safety issues for the City of Olympia and its citizens, residents and businesses and continues to necessitate urgent further actions to mitigate the risks and threat to public health and safety and the City's economy caused by the COVID-19 pandemic; and

WHEREAS, the City continues to be confronted with exigent financial circumstances related to this public health emergency to protect its citizens, residents, and businesses, and to protect the community, and must continue to take immediate measures to reduce the public health risk caused by COVID-19; and

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

WHEREAS, the City Council passed Ordinance #7246 on June 16, 2020, continuing the declaration of public health emergency with a provision to sunset on 11:59 p.m., September 18, 2020; and

WHEREAS, the City desires to have certain services performed during the public health emergency, and those services require specialized skills and other supportive capabilities; and

WHEREAS, the Agency, Interfaith Works, represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this contract;

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

1. The Olympia City Council hereby approves the form of Municipal Services Agreement between the City of Olympia and Interfaith Works 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 Municipal Services Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and that are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this 21st day of July 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

**MUNICIPAL SERVICES CONTRACT
FOR
TEMPORARY SERVICES TO THE HOMELESS
RELATED TO COVID-19 MITIGATION**

THIS CONTRACT is made and entered as of the date of the last authorizing signature affixed and between the City of Olympia, a municipal corporation, hereinafter referred to as “City” and Interfaith Works, a Washington Public Benefit Corporation, hereinafter referred to as “Agency”.

WHEREAS, on January 21, 2020, the Washington State Department of Health confirmed the first case of novel coronavirus (COVID-19) in the United States of America in Snohomish County, Washington, and local health departments and the Washington State Department of Health have since worked to identify, contact, and test persons in Washington State who may have been potentially exposed to COVID-19 in coordination with the United States Centers for Disease Control and Prevention (CDC); and

WHEREAS, on January 31, 2020, the Secretary of the United States Department of Public Health and Human Services, Alex Azar, declared a public emergency effective January 27, 2020, for the novel coronavirus known as COVID-19; and

WHEREAS, on February 29, 2020, Governor Jay Inslee signed Proclamation 20-05 declaring that a State of Emergency exists in all counties in the State of Washington due to the number of confirmed cases of COVID-19 in the State, and that the risk of person-to-person transmission throughout Washington State and the United States of America would significantly impact the life and health of our people, as well as the economy of Washington State, and is a public disaster that affects life, health, property or the public peace. The Governor directed State agencies and departments to utilize State resources to do everything reasonably possible to assist political subdivisions of the State in an effort to respond and recover from the outbreak; and

WHEREAS, on March 10, 2020, Governor Inslee signed Proclamation 20-06, addressing risks to persons living in congregate care settings, such as long-term care facilities, and imposing certain restrictions in all counties of the State of Washington. The Governor found that since the initial confirmed case of COVID-19 in Snohomish County on January 21, 2020, COVID-19 had spread to eight counties of Washington State, resulting in 23 deaths. Further, the risk of severe illness and death from COVID-19 appeared to be higher in those members of the State’s population who are 60 years of age and older and those with chronic health conditions. The Governor also found that the worldwide outbreak of COVID-19 and the resulting epidemic in Washington State continued to threaten the life and health of our people as well as the economy of Washington State and that Proclamation 20-05 remains in effect and is amended as provided in Proclamation 20-06; and

WHEREAS, on March 11, 2020, Governor Inslee signed Proclamation 20-07, imposing restrictions in King, Pierce and Snohomish counties on large gatherings of people of 250 or more for social, spiritual, and recreational activities, including but not limited to community, civic, public, leisure, faith-based, or sporting events, parades, concerts, festivals, conventions,

fundraisers and similar activities. The Governor found that COVID-19 is a respiratory disease that spreads easily from person-to-person and may result in serious illness or death, and that its presence had been confirmed in nine counties of Washington State, resulting in 24 deaths, with significant community spread in King, Pierce and Snohomish counties, and remains a public disaster affecting life, health, property and the public peace. Based upon these facts, the Governor found that implementation of limitations on large gatherings and use of social distancing would help prevent initial exposure and secondary transmission to the State's most vulnerable populations, and are especially important for people over 60 years of age and those with chronic health conditions due to the risk of severe illness and death from COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization (WHO) declared COVID-19 a global pandemic, recognizing that the word "pandemic" is not a word to use lightly or carelessly, acknowledging it is a word that, if misused, can cause unreasonable fear, or unjustified acceptance that the fight is over, leading to unnecessary suffering and death. WHO acknowledged that there were, as of March 11, 2020, more than 118,000 cases in 114 countries, and 4,291 had lost their lives to COVID-19. WHO stated it had never before seen a pandemic sparked by a coronavirus and that this is the first pandemic caused by a coronavirus. Likewise, WHO acknowledged that it had never before seen a pandemic that can be controlled, at the same time, WHO called for nations to take urgent and aggressive action, stating "We have rung the alarm bell loud and clear." WHO stated that all countries can still change the course of this pandemic; and

WHEREAS, on March 12, 2020, the Thurston County Board of Health adopted Resolution No. H-03-2020, finding that as of March 12, 2020, there were 366 positive results and 29 deaths due to COVID-19 in Washington State, with 12 counties reporting cases, evidencing the growing nature of the epidemic; and

WHEREAS, on March 12, 2020, the Board of Thurston County Commissioners adopted Resolution No. 15880, finding that Thurston County's declaration of a local emergency will allow the County to undertake emergency purchases pursuant to RCW 36.32.270 and RCW 39.04.280 when such purchases require immediate action in the event of an emergency. Further, the Board of Commissioners found that the County's declaration of a local emergency will allow the County, pursuant to RCW 42.30.070, to provide for a meeting site other than the regular meeting site, and the notice requirements of the Open Public Meetings Act shall be suspended during such emergency. The Board further found that the public health emergency conditions stated within Resolution No. 15880 constitute an emergency for Thurston County, necessitating activation of the Thurston County Comprehensive Emergency Management Plan and the utilization of emergency powers granted pursuant to RCW 36.40.180, 38.52.070(2), and 38.52.110(1); and

WHEREAS, on March 12, 2020, Governor Inslee adopted Proclamation 20-08, amending his prior proclamations to prohibit public school districts, charter schools, and private schools in King, Pierce and Snohomish counties from conducting in-person educational, recreational, and other K-12 school programs in their school facilities. Subsequently, on March 13, 2020, the Governor, as reported in *The Seattle Times*, expanded K-12 school closures of all Washington schools from March 17 through at least April 24, 2020; and

WHEREAS, on March 17, 2020, the Olympia City Council enacted Ordinance No. 7233 declaring a state of public health emergency, and that the Olympia City Council will take all actions within its powers and resources to protect the public peace, health, safety and welfare of the citizens and businesses of the City of Olympia during the novel coronavirus COVID-19 pandemic to mitigate the consequences of the illness and public health emergency taking place and to maintain essential public services such as police, fire, public works and public utilities such as water and solid waste collection; and

WHEREAS, on March 23, 2020, the Governor issued Proclamation 20-25 ordering citizens of Washington to stay home, non-essential businesses to cease operations, and restricting essential business activities until midnight April 8, 2020, subject to extension by further order of the Governor; and

WHEREAS, on April 2, 2020, the Governor issued Proclamation 20-25.1, amending Proclamations 20-05 and 20-25, extending the order to stay-at-home to May 4, 2020; and

WHEREAS, on April 22, 2020, the leadership of the Washington State Senate and House of Representatives responded to Governor Inslee's request on April 17, 2020, agreeing to extend the statutory waivers and suspensions in most of the Governor's Proclamations until the termination of the COVID-19 State of Emergency or May 4, 2020, whichever occurs first. Subsequently, on April 27, 2020, the Governor issued Proclamation 20-25.2 amending and extending his stay-at-home order to May 4, 2020; and

WHEREAS, on April 23, 2020, under the provisions of RCW 43.06.220(4), the statutory waivers and suspensions of Proclamation 20-28 were extended by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 4, 2020, whichever occurs first; and

WHEREAS, on April 23, 2020, the Governor issued Proclamation 20-28.1 acknowledging the extension of statutory waivers and suspensions therein by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 4, 2020, whichever occurs first, and similarly extending its prohibitions; and

WHEREAS, on May 4, 2020, under the provisions of RCW 43.06.220(4), the statutory waivers and suspensions of Proclamations 20-28 and 20-28.1 were again extended by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 31, 2020, whichever occurs first, with the exception of RCW 42.56.520(1), which the leadership of the Washington State Senate and House of Representatives extended until the termination of the COVID-19 State of Emergency or May 11, 2020, whichever occurs first; and

WHEREAS, on May 5, 2020, the Governor issued Proclamation 20-28.2 acknowledging the extension of statutory waivers and suspensions therein by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 31, 2020, whichever occurs first, and similarly extending its prohibitions, with the

exception of RCW 42.56.520(1), which the Governor extended to May 11, 2020, as authorized by the leadership of the Washington State Senate and House of Representatives; and

WHEREAS, on May 11, 2020, under the provisions of RCW 43.06.220(4), the statutory waiver and suspension of RCW 42.56.520(1) in Proclamation 20-28, 20-28.1, and 20-28.2 were again extended by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 31, 2020; however, the waiver of RCW 42.56.520(1) no longer applied to requests for public records received by an agency electronically; and

WHEREAS, on May 12, 2020, the Governor issued Proclamation 20-28.3 acknowledging the extension of the statutory waiver and suspension therein by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or May 31, 2020, whichever occurs first, and similarly extending its prohibitions to May 31, 2020, as authorized by the leadership of the Washington State Senate and House of Representatives; and

WHEREAS on May 29, 2020, under the provisions of RCW 43.06.220(4), the statutory waiver and suspensions in Proclamation 20-28, as subsequently amended in 20-28.1, 20-28.2 and 20-28.3 were again extended by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or June 17, 2020; and

WHEREAS, on May 29, 2020, the Governor issued Proclamation 20-28.4 acknowledging the extension of the statutory waiver and suspension therein by the leadership of the Washington State Senate and House of Representatives until the termination of the COVID-19 State of Emergency or June 17, 2020 at 11:59 p.m., whichever occurs first, and similarly extending its prohibitions to June 17, 2020 at 11:59 p.m., as authorized by the leadership of the Washington State Senate and House of Representatives; and

WHEREAS, on May 29, 2020, the Governor also issued Proclamation 20-25.4 declaring that a State of Emergency continues to exist in all counties of Washington State, that Proclamation 20-06 and all amendments thereto remain in effect as otherwise amended, and that, to help preserve and maintain life, health, property or the public peace pursuant to RCW 43.06.220(1)(h), Proclamations 20-25, 20-25.1, 20-25.2, and 20-25.3 (*Stay Home – Stay Healthy*) were amended to extend all of the prohibitions and each expiration date therein to 11:59 p.m. on July 1, 2020, and were renamed (*Safe Start – Stay Healthy*), and that except as otherwise provided in Proclamation 20-25.4 or the *Safe Start Washington* Phased Reopening County-by-County Plan, all other provisions of Proclamations 20-25, 20-25.1, 20-25.2, and 20-25.3 remain in full force and effect; and

WHEREAS, the health professionals and epidemiological modeling experts predict that although we have passed the peak of the first wave of COVID-19 in the State and we have made adequate progress as a state to modify some of the initial community mitigation efforts, the nature of COVID-19 viral transmission, including both asymptomatic and symptomatic spread as

well as the relatively high infectious nature, suggests it is appropriate to slowly re-open Washington State only through a careful, phased, and science-based approach; and

WHEREAS, the worldwide COVID-19 pandemic and its progression in Washington State continues to threaten the life and health of our people as well as the economy of Washington State, and remains a public disaster affecting life, health, property or the public peace; and

WHEREAS, the Washington State Department of Health continues to maintain a Public Health Incident Management Team in coordination with the State Emergency Operations Center and other supporting state agencies to manage the public health aspects of the incident; and

WHEREAS, the Washington State Military Department Emergency Management Division, through the State Emergency Operations Center, continues coordinating resources across state government to support the Department of Health and local health officials in alleviating the impacts to people, property, and infrastructure, and continues coordinating with the Department of Health in assessing the impacts and long-term effects of the incident on Washington State and its people; and

WHEREAS, on June 9, 2020, the Washington State Department of Health was reporting 22,484 confirmed cases and 1,118 deaths statewide due to COVID-19; and

WHEREAS, as of June 9, 2020, Thurston County had 170 confirmed cases of COVID-19 and three deaths; and

WHEREAS, the Olympia City Council finds that the above circumstances and facts continue to present significant public health and safety issues for the City of Olympia and its citizens, residents and businesses and continues to necessitate urgent further actions to mitigate the risks and threat to public health and safety and the City's economy caused by the COVID-19 pandemic; and

WHEREAS, the City continues to be confronted with exigent financial circumstances related to this public health emergency to protect its citizens, residents, and businesses, and to protect the community, and must continue to take immediate measures to reduce the public health risk caused by COVID-19; and

WHEREAS, the Olympia City Council finds that providing essential public services by continuing operation of the City's business, including but not limited to first responders such as fire and police, water, sewer and solid waste utilities and other essential government services must continue, but not without recognizing the risks associated with the COVID-19 epidemic to its citizens, residents and employees, the declaration of a continuing public health emergency will allow, pursuant to RCW 42.30.070, the need for expedited action by the City's governing body to continue to meet the emergency, which may continue to entail providing for meeting sites other than the regular meeting site and that notice requirements of the Open Public Meetings Act may continue to be suspended during such emergency pursuant to proclamation and order of the Governor, and as provided by law; and

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

WHEREAS, the City Council passed Ordinance #7246 on June 16, 2020, continuing the declaration of public health emergency with a provision to sunset on 11:59 p.m., September 18, 2020; and

WHEREAS, the City desires to have certain services performed during the public health emergency, and those services require specialized skills and other supportive capabilities; and

WHEREAS, the Agency, Interfaith Works, represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this contract;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties agree as follows:

1. Services.

Interfaith Works (“Agency”) shall perform such services and accomplish such tasks, including the furnishing of all personnel, materials and equipment necessary for full performance, as identified and designated as Agency responsibilities as detailed in this Contract.

2. Agency Reporting Requirements.

The Agency shall be required to submit a report that outlines the services provided and information or documentation of the impact of the service upon request of the City.

3. Duration of Contract.

The Contract term is of the date of the last authorizing signature affixed hereto and shall end no later than December 31, 2020, or the date on which the property located at 2828 Martin Way, Olympia, Washington closes its sale between the City of Olympia and the Low Income Housing Institute, whichever occurs earlier.

4. Responsibilities of the City.

Provide use to the Agency of the existing 4,000 square foot building and associated parking lot located at 2828 Martin Way, Olympia, Washington for the Agency to provide emergency shelter services for homeless individuals who are most at risk for contracting COVID-19.

In exchange for the Agency providing Services as outlined in this Contract, the City will pay for expenses associated with the operation and maintenance of the building and parking area. These include but are not limited to the following:

- Utilities
- Exterior maintenance of the building
- Maintenance of major building systems including plumbing, electric and heating and ventilation
- Other costs at the discretion of the City

5. Responsibilities of the Agency.

The Agency is responsible for the use of the 4,000 square foot building and associated parking lot located at 2828 Martin Way, Olympia, Washington for the limited purpose of providing emergency shelter services to homeless individuals who are most at risk for contracting COVID-19.

Services to the homeless, at-risk individuals shall include but are not limited to the following:

- Overnight shelter;
- Shelter to vulnerable individuals experiencing homelessness;
- Management of the facility including all personnel, materials and supplies necessary to maintain the facility in a safe and clean manner and to support the needs of the shelter guests

The City will provide use of the building and parking lot in exchange for the Agency providing the above referenced Services to the homeless who are most vulnerable for COVID-19 at the location that is the subject of this Contract.

6. Establishment and Maintenance of Records.

- A. The Agency agrees to maintain books, records, and practices which accurately reflect all direct and indirect costs related to the performance of this Contract. The audit requirements found in 2 CFR Part 200, Subpart F are hereby incorporated by reference into this agreement.
- B. The City may require that the Agency conduct an audit of the records relating to this Contract at the Agency's own expense.
- C. The Agency shall retain all books, records, documents, and other data relevant to this Contract for a minimum of three (3) years after its expiration. The Agency agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during this period.

7. Special Safeguards.

The Agency, at all times, shall take reasonable measures to anticipate any special problems which might arise in relation to the Agency's activities which involve a degree of risk to any client, including but not limited to **social distancing** and any other requirements prescribed by emergency declarations of local, state, and federal government, and proclamations of the Washington State Governor.

8. Assignment/Subcontracting.

- A. The Agency shall not assign any portion of this Contract except with the express written permission of the City. The Agency may subcontract with other entities to carry out the terms of this Contract but shall require every subcontractor to comply with the terms of the CARES Act, which will allow reimbursement of any eligible funds to the City.
- B. The City reserves the right to inspect any subcontract document. Subcontracts must contain the same insurance and indemnification requirements to protect the City from liability.

9. Future Support.

The City makes no commitment to future support and assumes no obligations for future support of the activity contracted for herein, except as expressly set forth in this Contract.

10. Compliance with Laws.

The Agency, in performance of this Contract, agrees to comply with all applicable federal, state, and local laws and ordinances, including standards for licensing, certification and operation of facilities, program and accreditation, and licensing of individuals and any other standards or criteria as described in this Contract to assure quality of service.

11. Changes and Modifications.

Any amendment to this Contract shall be in writing and signed by both parties.

12. Non-Discrimination in Employment and Services.

The Agency agrees that it shall not unlawfully discriminate against any employee, applicant, or client service provision based on any legally protected class status including, but not limited to: race, color, creed, religion, national origin, age, sex, marital status, veteran status, gender identity, sexual orientation, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

13. Compliance with Nondiscrimination Requirement.

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

To assist the City of Olympia in determining compliance, the Agency shall complete and return the Statement of Compliance with Non-Discrimination Requirement attached as **Exhibit B**. If the contract cost or value is \$50,000 or more, the Contractor shall execute the attached Equal Benefits Declaration - **Exhibit C**.

14. Relationship of the Parties.

The parties intend that an independent contractor relationship will be created by this Contract. The City is interested primarily in the results to be achieved; the implementation of services will lie solely with the Agency. No agent, employee, servant, or representative of the Agency shall be deemed to be an employee, agent, servant, or representative of the City for any purpose, and the employees of the Agency are not entitled to any of the benefits the City provides for City employees.

The Agency will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, representatives, subcontractors, or otherwise during the performance of this Contract.

15. Political Activity Prohibited.

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. Hold Harmless/Indemnification.

Agency shall defend, indemnify and hold the City, the State of Washington, the Department of Commerce, and their respective 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 Agency in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City, the State, or Department of Commerce.

However, 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 Agency and the City, its officers, officials, employees, and volunteers, the Agency's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Agency's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Agency's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

17. Insurance Requirements.

A. Insurance Term

The Agency 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 Agency, its agents, representatives, or employees.

B. No Limitation

The Agency's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Agency to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Agency shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Agency'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 endorsement form 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 Agency's profession.

D. Minimum Amounts of Insurance

The Agency shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$3,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provisions

1. Endorsements

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

2. Acceptability of Insurers

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

3. Verification of Coverage

The Agency 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 Agreement before commencement of the work.

4. Notice of Cancellation

The Agency shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

5. Failure to Maintain Insurance

Failure on the part of the Agency to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Agency 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 Agency from the City.

6. City Full Availability of Agency Limits

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

18. **Failure to Comply with Contract Requirements: Suspension, Termination.**

Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Contract.

If the Agency fails to comply with the terms and conditions of this Contract, the City may pursue such remedies as are legally available including, but not limited to suspension or termination of this Contract.

A. Termination for Cause. If the Agency fails to comply with the terms and conditions of this Contract and any of the following conditions exist:

1. The lack of compliance with the provisions of this Contract are of such scope and nature that the City deems continuation of this Contract to be substantially detrimental to the interest of the City;
2. The Agency has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;
3. The Agency has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Contract;

then the City may terminate this Contract in whole or in part, and thereupon shall notify the Agency of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification to the Agency. After the effective date, no charges incurred under any terminated portions are allowable.

B. Termination for Other Grounds. This Contract may also be terminated in whole or in part:

1. By the mutual agreement of the parties in which case the termination shall be in writing, signed by both parties, and shall included the conditions for termination, the effective date, and in the case of termination in part, that portion of the Contract to be terminated. After the effective date, no charges incurred under any terminated portions are allowable.
2. Sale of the Property upon which the building and parking area are situated shall result in termination of this Contract.

19. Jurisdiction.

A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provision thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

20. Severability.

A. It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be

construed and enforced as if the Contract did not contain the particular provision held to be invalid.

- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

21. Entire Contract.

The parties agree that this Contract, and any Exhibits attached hereto, is the complete expression of the terms related to the services to be provided and any oral representations or understandings not incorporated herein are excluded.

22. Waiver of Contract Terms.

The parties agree that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

23. Contract Manager

Each party to this Contract shall have a contract manager. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. For Interfaith Works:

Name Contract Manager:	Meg Martin, Executive Director
Mailing Address:	PO Box 1221
City, State, and Zip Code:	Olympia, WA 98507-1221
Telephone Number:	360-951-6767
Email Address:	meg@iwshelter.org

B. For CITY:

Contract Manager:	Keith Stahley
Mailing Address:	PO Box 1967
City, State, and Zip Code:	Olympia, Washington 98507-1967
Telephone Number:	360-753-8227
Email Address:	kstahley@ci.olympia.wa.us

24. Ratification.

Any Services performed by Interfaith Works at 2828 Martin Way, Olympia, Washington prior to the effective date that fall within the scope of this Contract and are consistent with its terms is hereby ratified and confirmed.

25. **Debarment.** The agency certifies, by signing this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where a lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Agreement.
26. **Incorporation by Reference.** In order to seek reimbursement for certain COVID-19 related activities, the recipient of funds through this Agreement must follow all applicable requirements of the Grant awarded to the City of Olympia through the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce. The terms of the Interagency Agreement between the City of Olympia and the Department of Commerce, Contract # 20-6541C-276 are hereby incorporated by reference as if fully set forth herein.

I hereby certify that I am authorized to bind the entity for which I am signing below.

INTERFAITH WORKS:

Meg Martin
Meg Martin, Executive Director

07/14/2020
Date signed

CITY OF OLYMPIA

Steven J. Burney, City Manager

Date signed

Approved as to Form:



Deputy City Attorney

EXHIBIT "A"



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.

Meg Martin
Meg Martin, Interfaith Works Executive Director

07/14/2020
Date

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 or valued at \$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 Agency 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 Agency.

INTERFAITH WORKS:

Meg Martin
Meg Martin, Executive Director

07/14/2020
Date



City Council

Approval of a Resolution to Authorize a Supplemental Terms and Conditions Agreement with Western Peterbilt, Inc. to purchase One Refuse Collection Truck

Agenda Date: 7/21/2020
Agenda Item Number: 4.L
File Number:20-0567

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

Title

Approval of a Resolution to Authorize a Supplemental Terms and Conditions Agreement with Western Peterbilt, Inc. to purchase One Refuse Collection Truck

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution to authorize a Supplemental Terms and Conditions Agreement with Western Peterbilt, Inc. to purchase one (1) refuse collection truck in the amount of \$319,980.81 and authorize the City Manager to sign the agreement.

Report

Issue:

Whether to approve a resolution authorizing a Supplemental Terms and Conditions Agreement with Western Peterbilt, Inc. to purchase one (1) refuse collection truck.

Staff Contact:

Meliss Maxfield, General Services Director, Public Works Department, 360.753.8202.

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Public Works Department's Waste Resource Line of Business has the need to replace one (1) refuse collection truck. Fleet Operations Services recommended the replacement because the one in operation currently has reached the end of its serviceable life cycle. Fleet Operations Services conducted extensive research for refuse collection trucks.

Utilizing a cooperative purchase contract through SourceWell, formerly National Joint Power Alliance

(NJPA), Western Peterbilt, Inc. of Seattle, Washington is the one vendor that could provide the refuse truck which best matches Waster Resources' needs at the best value.

Neighborhood/Community Interests (if known):

None.

Options:

1. Approve a resolution to authorize a Supplemental Terms and Conditions Agreement with Western Peterbilt, Inc. to purchase one (1) refuse collection truck in the amount of \$319,980.81 and authorize the City Manager to sign the agreement.
2. Do not approve the resolution authorizing a Supplemental Terms and Conditions Agreement with Western Peterbilt, Inc. to purchase one (1) refuse collection truck. Staff have negotiated the best purchase price utilizing a cooperative purchase contract through SourceWell. Purchasing outside this cooperative would result in increased expenses for the new refuse collection truck.

Financial Impact:

Staff recommends purchasing one (1) refuse collection truck from Western Peterbilt, Inc. in the amount of \$319,980.81, which includes sales tax and all associated fees. Sufficient funds for the purchase are available in the 'Equipment Rental and Revolving Fund' account number 502.

Attachments:

Resolution
Agreement
Resolution No. 2043

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
AUTHORIZING A SUPPLEMENTAL TERMS AND CONDITIONS AGREEMENT WITH
WESTERN PETERBILT, INC. FOR THE PURCHASE OF ONE PETERBILT REFUSE COLLECTION
TRUCK**

WHEREAS, the City of Olympia has determined it has the need for a Peterbilt refuse collection truck; and

WHEREAS, the City, through the SouceWell Cooperative Purchasing program, is able to purchase the necessary Peterbilt refuse collection truck for the price of \$319,980.81; and

WHEREAS, the City and Western Peterbilt have reached an agreement for the purchase of one truck;

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

1. The Olympia City Council hereby approves the form of terms and conditions agreement between the City of Olympia and Western Peterbilt, Inc. 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 Terms and Conditions 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 21st day of July 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

SUPPLEMENTAL TERMS & CONDITIONS

WESTERN PETERBILT, INC

Sourcewell (Formerly NJPA) Master Contract # 081-716-PMC

This Supplemental Terms & Conditions Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City") and Western Peterbilt, Inc., a Washington Corporation ("Contractor").

The City seeks to acquire one Peterbilt 520 Four Axel Commercial Front Loading Truck for the not-to-exceed contract amount of Three Hundred Nineteen-Thousand Nine Hundred Eighty and 81/100 Dollars (\$319,980.81), and the City desires to engage the Contractor to provide these goods to the City.

Now, therefore, the parties agree as follows:

I. Contractor shall provide all work described in this Agreement; this Agreement consists of these terms and conditions and attached exhibits, each of which are a part of this Agreement:

- ☐ Peterbilt Motors Company Master Contract No. 081-716 Exhibit A
- ☐ Peterbilt Pricing Exhibit B
- ☐ Peterbilt Discount Pricing Exhibit B1
- ☐ Vehicle Summary Exhibit C
- ☐ Vehicle Body Builder Manual Exhibit C1
- ☐ Vehicle Warranty Exhibit C2
- ☐ Statement of Compliance with Nondiscrimination Requirement..... Exhibit D
- ☐ Equal Benefits Compliance Declaration Exhibit E

II. These terms and conditions amend and supplement the Peterbilt Motors Master Contract No. 081-716 (Exhibit A) and Pricing (Exhibit B), and take precedence over any conflicting provisions of those documents. Any and all references to Sourcewell (formerly NJPA) in the Peterbilt Motors Company Master Contract No. 081-716 (Exhibit A) means City.

1. RETENTION OF RECORDS, AUDIT ACCESS AND PROOF OF COMPLIANCE WITH CONTRACT

A. Retention of Records. The Contractor and its subcontractors shall maintain books, records, and documents of its performance under this Agreement in accordance with generally accepted accounting principles. The Contractor shall retain for seven (7) years after the date of final payment under the Agreement all financial information, data, and records for all Work.

B. Audit Access. The Contractor shall provide access to its facilities, including those of any subcontractors, to the City, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work/Product provided under this Agreement. The City shall give reasonable notice to the Contractor of the date on which the audit begins.

2. AUDIT EXCEPTION

The Contractor is financially responsible for and will repay the City all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure for any reason to comply with the terms of this Agreement by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay survives the expiration or termination of this Agreement.

3. PUBLIC RECORDS REQUESTS

This Agreement is a public record and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the City will determine whether the material should be made available under the Act. If the City determines that the material is subject to disclosure, the City will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the City will release the portions of record(s) deemed by the City to be subject to disclosure. The City is not liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

4. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, Contractor and Contractor'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 handicaps; 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. Contractor 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 Contractor's breach, may result in ineligibility for further City agreements.

B. In the event of Contractor'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 Contractor may be declared ineligible for further agreements or contracts with the City. The Contractor, will, however, be given a reasonable time in which to correct this noncompliance.

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

5. INDEMNIFICATION/INSURANCE REQUIREMENTS

Indemnification / Hold Harmless

The Contractor 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

A. Insurance Term

The Contractor 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 products and materials supplied to the City.

B. No Limitation

The Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor shall obtain insurance of the type and coverage described below:

Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

The Contractor 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 Contractor before goods, materials or supplies will be accepted by the City.

H. Notice of Cancellation

The Contractor shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the Contract 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 Contractor from the City.

J. City Full Availability of Contractor Limits

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

6. SUBCONTRACTORS

The Contractor shall include all subcontractors as insureds under its policies, or upon request from the City, shall furnish separate certificates of insurance and policy endorsements, meeting the above insurance requirements, for its subcontractor(s). Contractor is responsible for subcontractors' compliance with the above insurance requirements.

7. TERMINATION FOR NON-APPROPRIATION

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 will automatically terminate 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.

8. 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 are 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 remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith is inoperative and null and void insofar as it may be in conflict therewith, and is modified to conform to such statutory provision.

D. Assignment. Neither the Contractor 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 Contractor desires to assign this Agreement or subcontract any of its work hereunder, the Contractor 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 made in and is governed by and interpreted in accordance with the laws of the State of Washington.

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

J. Notices. Any notices required to be given by the Parties must be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail 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 do not 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 Contractor'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 any number of counterparts, which counterparts collectively constitute the entire Agreement.

O. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity 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. Early Retirement from the State of Washington- Certification. By signing this form, the signatory certifies 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.

**** Signature on the following page ****

CITY OF OLYMPIA

By: _____
Steven J Burney
City Manager
P.O. Box 1967
Olympia WA 98507-1967
Date of Signature: _____

APPROVED AS TO FORM:



Deputy City Attorney

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

WESTERN PETERBILT, LLC

By: Stu Fox, Western Peterbilt

Stu Fox
Director of Refuse Sales
3801 Airport Way South
Seattle, Washington, 98108
(206) 624-7383, Ext. 2251
Date of Signature: 07/14/2020

EXHIBIT A

PETERBUILT MOTORS COMPANY MASTER CONTRACT

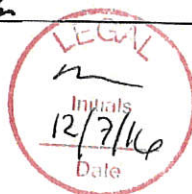
Form CEXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUESTCompany Name: Peterbilt Motors Company

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3.11.1/5	...fifth-year contract option...	Peterbilt reserves the right to accept or reject fifth year contract option.	Accepted as clarification.
3.14/6	Any such dealer will be considered a sub-contractor of proposer/vendor.	Dealers as independently businesses.	Accepted as clarification.
3.23/8	Vendor will take sole responsibility for the performance of delivered equipment/products/services.	Peterbilt Motors Company is responsible for condition of equipment as delivered to dealer. Pre-delivery inspection will be performed by dealer and issues will be addressed through warranty procedures.	Accepted as clarification.
3.23.2/8	Vendor assumes all responsibility for the equipment/products/services/and actions of any such sub-contractor.	Peterbilt Motors Company is responsible for condition of equipment as delivered to dealer. Pre-delivery inspection will be performed by dealer and issues will be addressed through warranty procedures.	Accepted as clarification.
3.26.1/9	...additional one-year renewal/extension.	Peterbilt reserves the right to accept or reject fifth year contract option.	Accepted as clarification.
5.54/16	Proposer agrees to pay for and return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.	Pre-delivery inspection will be performed by dealer and issues will be addressed through warranty procedures. Any vehicle not meeting specified standards of form, fit, or function will be corrected by authorized dealer.	Accepted as clarification.
6.13/19	NJPA reserves the right to request and test equipment/products and related services and seek clarification from Proposers.	NJPA may request factory visit to view manufacturing processes and operate available products.	Accepted as clarification.
7.5/24	Performance bond.	Not industry applicable.	Accepted.

Proposer's Signature: _____

A handwritten signature in black ink, appearing to read "Jameson L. Luff", is written over the signature line.

Date: 8/30/16Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Peterbilt Motors Company

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
7.7/25	Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA members as it applies to this RFP and contract.	Peterbilt Motors Company will report quantity of units purchased under the program to reflect proposed rebate on per unit basis.	Not accepted. See below.
7.12/6	Under no circumstances may the vendor make unauthorized substitutions.	Dealers will be notified of any product substitution in the event of supplier constraints. Substitutions will be of equal standard.	See below.
8.23/29	Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as part of the purchase order when requested by NJPA or an NJPA member.	Requests will be limited to specific parts/assemblies as they relate to the product being ordered.	Accepted as clarification.

Proposer's Signature: _____

[Signature]

Date: 8/31/14

NJPA's clarification on exceptions listed above:

7.7: The required information must be reported to NJPA to assure compliance with Contract terms. Additionally, this information is crucial to NJPA maintaining accurate membership records.

7.12: The following clarification is Accepted by NJPA: Depending on supplier constraints, Peterbilt Motors Company may substitute specified items with materially equivalent offerings from other suppliers. Offerings that are materially different will be communicated through the dealer network to the end-user.



FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the ~~Proposer accepts responsibility for any subcontractors used to fulfill this proposal.~~

Company Name: Peterbilt Motors Company Date: 8/3/16

Company Address: 1700 Woodbrook Street

City: Denton State: TX Zip: 76205

Contact Person: Jameson Griffin Title: National Fleet Sales Manager

Authorized Signature: 
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

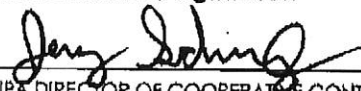
NJPA Contract #: 081716-PMC

Proposer's full legal name: Peterbilt Motors Company

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be November 15, 2016 and will expire on November 15, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on November 15, 2016


NJPA Contract # 081716-PMC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Robert P Woodall - Peterbilt Motors Company

Authorized Signatory's Title Asst General Mgr - Sales & Marketing



VENDOR AUTHORIZED SIGNATURE

Robert P. Woodall
(NAME PRINTED OR TYPED)

Executed on _____, 20__

NJPA Contract # 081716-PMC

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Peterbilt Motors Company

Address: 1700 Woodbrook Street

City/State/Zip: Denton, TX 76205

Telephone Number: 615-707-5801

E-mail Address: jameson.griffis@pacor.com

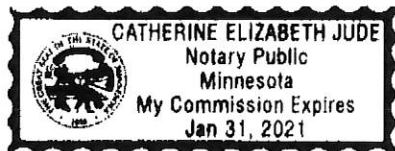
Authorized Signature: 

Authorized Name (printed): Jameson Griffis

Title: National Fleet Sales Manager

Date: 08/31/16

Notarized



Subscribed and sworn to before me this 31st day of August, 2016

Notary Public in and for the County of Hennepin State of MN

My commission expires: January 31, 2021

Signature: C. Jude

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Peterbilt Motors Company

Questionnaire completed by: Jameson Griffis

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? **Negotiated by Dealer.**
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions? **Finance and leasing options are available through PACCAR Financial Corporation.**
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders. **All equipment specifications will be generated by the selling dealer. The order for the equipment will be placed by the selling dealer to Peterbilt Motors Company along with an identifying sales code. This sales code is searchable in the Peterbilt orders database and will allow the unit(s) to be identified as NJPA Member order.**
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process? **Payments terms are negotiated between directly between customer and dealer.**

Warranty

- 5) Describe in detail your manufacture warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor? **See warranty quick reference attachments.**
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage? **Warranty limitation are based on time and/or mileage for the vehicle and time/mileage/engine hours for the engine and aftertreatment system that start from the original Date-In-Service of the vehicle.**
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? **Towing or Road Call to the vehicle location is allowed under the Standard Engine Warranty. The Standard On-Highway Vehicle Warranty does not include towing or road call provisions. An extended towing coverage plan is offered separately for the vehicle.**
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair? **All warrantable repairs can be performed by any authorized Peterbilt service location in North America.**
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? **OEM parts must be used in all warrantable repairs.**
 - What are your proposed exchange and return programs and policies? **Exchanges and returns are addressed by dealer policy.**
- 6) Describe any service contract options for the items included in your proposal. **Full and modified service contract options are available through PacLease.**

Pricing, Delivery, Audits, and Administrative Fee

- 7) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) **See Attachment**
- 8) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list. **See Attachment.**
- 9) The pricing offered in this proposal is
 - ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - ☐ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - ☒ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - ☐ d. other than what the Proposer typically offers (please describe).
- 10) Describe any quantity or volume discounts or rebate programs that you offer. **Pricing offered assumes volume discount.**
- 11) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. **Sourced goods may be supplied at cost plus 10% at participating dealers.**
- 12) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. **Pricing will not include federal excise tax or any other state, local, or other use taxes. Pricing includes shipment of chassis from the point of manufacture to a single destination in the contiguous United States and Canada.**
- 13) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program. **Peterbilt Motors Co. standard freight rate will include shipping to one destination in the contiguous United States and Canada.**
- 14) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery. **Peterbilt Motors Co. will provide chassis delivery from manufacture at standard freight rate (\$2,125) will include shipping to one destination in the contiguous United States and Canada. Shipping outside of contiguous United States can be arranged at additional costs based on time requirements and shipping methods.**
- 15) Describe any unique distribution and/or delivery methods or options offered in your proposal. **Peterbilt Motors Company has relationships with select tractor upfitting/body vendors located near its production facilities. These vendors are able to pick up the chassis to perform upfitting and return the chassis to Peterbilt after the modifications are complete. Peterbilt will then ship the chassis to its final destination without additional shipping charges.**
- 16) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA. **All Peterbilt orders are entered into the production schedule using sales codes that identify required parts, options, and special pricing requirements. NJPA will be provided a unique sales code that will identify NJPA member orders. A self audit will be performed quarterly by searching the Peterbilt internal database for orders with the NJPA sales code that identifies the order as originating from a NJPA member. It will be the NJPA member’s responsibility to ensure that the sales code is applied to the order. This can be accomplished by reviewing the specification provided by the dealer. The specifications will list all sales codes associated with the order. This ensures that the NJPA member**

to ensure that the sales code is applied to the order. This can be accomplished by reviewing the specification provided by the dealer. The specifications will list all sales codes associated with the order. This ensures that the NJPA member receives correct pricing and that NJPA is awarded the administrative fee. If the code is not placed on the order, the order will be considered as a standard order and pricing or administrative fee will not be guaranteed. Disputes regarding order credit will be limited to the prior quarter's reporting period.

- 17) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.) Peterbilt Motors Company will issue a \$500 credit per chassis ordered to NJPA. The credit will be issued quarterly. All credits will be dependant upon and identified by the required NJPA sales code being attached to the order. Credit disputes will be limited to previous quarter.

Industry-Specific Questions

- 18) Describe any manufacturing processes or material specification-related attributes that contribute to **chassis** strength, durability, and reliability, and that differentiate your offering in the marketplace.

Standard 120,000 psi frame rails custom drilled per specification with Huck Bolt fasteners. Huck Bolts offer 5x fatigue strength of standard nut/bolt assemblies. Peterbilt frames use industry leading air & electrical routings to minimize service issues and extend truck life.

- 19) Describe any manufacturing processes or material specification-related attributes that contribute to **cab** strength, durability, and driver safety/usability, and that differentiate your offering in the marketplace.

Peterbilt trucks are standard with an all aluminum a lightweight, corrosion resistant cab. Piano-style door hinges maintain door alignment and bulkhead-style doors increase cab strength. Stainless steel grill offers additional protection to engine and cooling system components from road debris and impacts. The Metton hood on Peterbilt conventional medium duty conventional and vocational modeals offer superior flexibility and resistance to cracking. The advantage of Metton over fiberglass hoods increases at extreme temperatures. Two stage paint (base coat + clear coat) robotic paint process that ensures even application and maintains the longest lasting color brightness and shade resulting in less paint/corrosion related maintenance items.

- 20) Describe any serviceability attributes (such as remote diagnostics) that your proposal contains. Please indicate which of these attributes are considered "industry-expected attributes" and which you believe are "vendor differentiators."

Peterbilt is an industry leader in technology and innovation. Although remote diagnostics have been available in the market for some time, Peterbilt's SmartLink is an improvement over other offerings in the marketplace. SmartLink addresses feedback from customers regarding remote diagnostic issues and functionality limitations. SmartLink provides instant data to fleet managers regarding the health status and location of the unit. SmartLink enables the fleet manager to provide instruction to the driver of how to proceed during a maintenance event. Peterbilt also offers and dash mounted infotainment system. This system can be used to control audio/visual, view cameras, navigation, truck data, and integrated EOBR systems. Peterbilt's Driver Performance Assistant can provide efficiency feedback to drivers. This system monitors the driver's braking, accelerating, etc. to suggest ways to increase fuel economy.

- 21) Provide any market data supporting the longevity and reliability of your proposed solutions.

According to R.L. Polk data 1985-2013, 94% of all Peterbilt class 6/7 trucks and tractors were still in operation. 97% of all Peterbilt class 6/7 trucks and tractors were still in operation from 1998-2013. Peterbilt class 6/7 trucks and tractors achieved the highest percentage of units in operation with the lowest ranked competitor at 68% and 83% respectively.

- 22) As a percentage of your total units sold over the past three years, what portion are day cabs? ~50%

- 23) What is your parts order fill rate? ~99%

- 24) What is your US market share? Canadian share (if any)? Medium Duty 7.5% and Heavy Duty 13.1%]

Signature: _____



Date: _____

8/31/16



EXHIBIT B - PRICING

WESTERN PETERBILT, INC.

3801 Airport Way South
Seattle, Washington, 98108
(206) 624-7383



March 2, 2020

Mr. Mo Matthiesen
Fleet Supervisor
City of Olympia
1401 Eastside Street SE
Olympia, WA 98507

REF: AGREEMENT FOR SOURCEWELL BID CONTRACT #081-716-PMC PETERBILT MOTORS COMPANY AND LABRIE #112014-LEG.

Western Peterbilt, Inc. would like to formally extend all bid prices, terms, and conditions to the City of Olympia for the purchase of (1) one or more Peterbilt 520 4 axle Commercial Front Loading Trucks for a Labrie Wittke 40 cubic yard body per Sourcewell Contract #081-716-PMC and #112014-LEG.

Following, please find the breakdown of the base prices and options:

-2020 Peterbilt 520 Left Hand Drive 4 Axle Commercial Front loader chassis per the City of Olympia specifications. Current list price \$261,185.00 minus 41.32% discount of \$107,921.64 for a total of \$153,263.34. Please see the attached backup documentation.	\$ 153,263.36
-Floorplan or interest cost of 175 days at \$18.61 per day or \$3,256.75	\$ 3,256.75
-Doc fees.	\$ 150.00
-Detailing.	\$ 275.00
-Fuel.	<u>\$ 200.00</u>
-Subtotal for chassis per unit	\$ 157,145.11
-Wittke Starlite Front Loader Body-Total capacity 40 cu yards (38+2) Total body Price \$260,140.00 minus 51% Sourcewell discount of \$132,671.40 for a total of \$127,468.60. Please see the attached backup Documentation.	\$ 127,468.60
-Body PDI	\$ 1,150.00
-Freight FOB San Luis AZ	\$ 350.00
-Freight to Tacoma.	<u>\$ 4,250.00</u>
-Sub Total	<u>\$ 133,218.60</u>

3801 Airport Way South
Seattle, WA, 98108
(206) 624-7383
FAX: (206) 340-0416
1-800-255-7383

2028 Rudkin Rd.
Yakima, WA, 98909
(509) 453-3700
FAX: (509) 457-0702
1-800-734-7383

3443 20th Street, E.
Fife, WA, 98424
(253) 922-7383
FAX: (253) 927-7931
1-800-439-7383

15330 Smokey Point Blvd
Marysville, WA, 98271
(360) 659-7383
FAX: (360) 659-1705
1-888-755-7383

6214 E Broadway
Spokane, WA, 99212
(509) 535-4241
FAX: (509) 536-3949
1-800-572-6219

1435 E. Hillsboro St.
Pasco, WA, 99301
(509) 545-3700
FAX: (509) 545-1454
1-888-330-7383

2200 Spar Ave.
Anchorage, AK, 99501
(907) 276-2020
FAX: (907) 276-2164

-Sub Total	\$ 290,363.71
-Washington State Sales Tax (10.2%)	\$ <u>29,617.10</u>
Total	\$ 319,980.81 =====

An early pay discount of \$2,800.00 per each chassis will be deducted from the base chassis price if the chassis is paid within 10 business days from the date the City Representative, Mo Matthiensen receives an email notification at mmatthie@ci.olympis.wa.us or telephone notification at 360-753-8215 from Western Peterbilt representative, Stu Fox or his designee.

Please see the attached Sourcewell bid documentation.

Thank you for the opportunity to earn your business!

Stu Fox

Stu Fox
Director of Refuse Sales
Western Peterbilt, Inc.

SOURCEWELL CUSTOMER PRICING CY2019 & CY2020

PETERBILT MOTORS COMPANY CONTRACT #081-716-PMC

Model	220	337	348	567	365	367	579	320	389	520
Example MSRP	\$85,392	\$91,107	\$111,346	\$213,166	\$214,182	\$214,726	\$166,599	\$221,587	\$199,178	\$226,419
Sourcewell Discount	22.33%	29.59%	32.54%	41.06%	40.76%	41.04%	39.92%	41.24%	40.75%	41.32%
*Customer Price	\$66,321	\$64,149	\$75,112	\$125,639	\$126,882	\$126,608	\$100,093	\$130,197	\$118,012	\$132,872

*Customer price includes cab & chassis, Pre-Delivery-Inspection (PDI), factory-freight, and dealer profit/pac.

*Customer price **does not** include flooring/interest charges, any applicable taxes (i.e. FET) and any components/services provided by the Peterbilt dealer after delivery from Peterbilt factory (i.e. body, manuals, training, additional fuel/def, extended coverages, etc.)

EXHIBIT C



Western Peterbilt, Llc. (W395)
3707 Airport Way South
Seattle, Washington 98108

CITY OF OLYMPIA
1401 EASTSIDE STREET SE
OLYMPIA, Washington 98507
United States of America

Stuart Fox
Cell Phone: (206)730-6739
Office Phone: (206)624-7383
Email: sfox@westernpeterbilt.com

MO MATTHIESEN
Cell Phone: 360-507-5988
Office Phone: 360-753-8215
Email: mmatthie@ci.olympia.wa.us

Vehicle Summary

Unit		Chassis	
Model:	Model 520	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	46000
Description 1:	CITY OF OLYMPIA	G.C.W. (lbs):	66000
Description 2:	4 AXLE CFL		
Application		Road Conditions:	
Intended Serv.:	Refuse/Landfill	Class A (Highway)	100
Commodity:	Refuse, Scrap, Recycling	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	
Type:	Commercial Front Loader/Push-out		6
Length (ft):	24	Wheelbase (in):	194
Height (ft):	13	Overhang (in):	110
Max Laden Weight (lbs):	37500	Fr Axle to BOC (in):	0.1
		Cab to Axle (in):	193.9
Trailer		Cab to EOF (in):	303.9
No. of Trailer Axles:	0	Overall Comb. Length (in):	361.6
Type:		Special Req.	
Length (ft):	0		
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/ Opt	Description	\$ List	Weight
Base Model				
0005201	S	Model 520 Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	196,670	16,475
0091180	S	Refuse, Scrap, Recycling	0	0
0093040	O	Refuse/Landfill Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).	0	0
0095380	O	Commercial Front Loader/Push-out A lift-equipped truck used to load waste from the front into the body on commercial routes. A hydraulic ram pushes the load out of the body.	0	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0	0
Configuration				
0200700	S	Not Applicable Secondary Manufacturer	0	0
Frame & Equipment				
0514170	O	10-3/4" Steel Rails 343-450" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	915	280
0601500	O	Full Steel Inner Liner	693	731
0620110	O	FEPTO Provision 9in Bumper Extension Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	1,676	42
0644090	S	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	0	0
0651090	S	Omit Rear Mudflaps and Hangers	0	0
Front Axle & Equipment				
1011890	S	PACCAR Steer Axle 20,000 lb, 4 in. Drop	0	0



Sales Code	Std/ Opt	Description	\$ List	Weight
		Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency.		
1114040	O	Taper Leaf Springs, Shocks 23,000 lb Standard with Heavy Resistance Shocks.	427	473
1243010	S	Power Steering Sheppard M100 Dual For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0	0
1354840	O	PHP10 Iron PreSet PLUS Hubs PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	-669	84
1380280	O	Bendix Air Cam Front Drum Brakes 16.5x7 For use with 16,000 lbs to 22,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	811	0
1380490	O	PACCAR Wide Track IPO Standard 71in KPI IPO 69in front axle for improved turning radius.	0	0
1391410	O	Gusseted Cam Brackets, Steer Axle	28	0
1392970	O	Heavy Duty Cam Bushings, Steer Axle	31	0
Rear Axle & Equipment				
1523440	S	Dana Spicer D46-172 46,000 LBS Dana Spicer D46-172 46,000 lbs tandem drive axles offer efficiency improvement, axle weight reduction and reduced lube quantity.	0	0
1601125	O	Hendrickson SC13 (1) 13,500 lb Tag Includes (1) air tank. Self-Steering Tag. Parking brakes not included, meaning that the axle will be set to the raised position when the parking brakes are applied. This is without regard to the current position of the in-dash switch.	11,557	1,100
1607050	O	50in Tag Axle Spacing From Centerline of Rear Drive Axle	0	0
1615240	O	PHP10 Aluminum Preset PLUS Hubs, Cast Drums With a 13,500 lbs. or 20,000 lbs. self-steering tag axle.	0	0
1616290	O	PHP10 Aluminum PreSet PLUS Hubs	-429	0
1680280	O	Bendix Smart ATC Traction Control	228	2
1680440	O	Refuse Service Brakes, Steer And Drive Axles Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	0	0
1680450	O	Rear Brake Camshaft Reinforcement Rear brake camshaft reinforcement helps guard against wear and corrosion.	63	9
1680460	O	Heavy Wall, Drive Axle(s)	881	88



Sales Code	Std/ Opt	Description	\$ List	Weight
1680490	O	Gusseted Cam Brackets, Drive Axle(s)	71	2
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	0
1680550	O	Upsize Parking Brakes	149	0
1682710	O	Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.	414	35
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1685020	O	Lift Axle Regulator(s) & Switch(s) Lift axle regulator(s) and switch(s) tie strapped to rail, gauges in dash.	163	2
1685450	O	Lift And Lock Hendrickson Lift and Lock, steerable tag axles only. Required on all Hendrickson SC13 and SC20 tag axles. Optimizes performance by protecting the tag axle functions.	244	0
1687020	O	Bendix Air Cam Rear Drum Brakes 16.5x8.6 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information.	-867	0
1688110	O	Heavy Duty Cam Bushings, Drive Axle(s)	61	0
1705380	O	Ratio 5.38 Rear Axle	0	0
1824240	O	Hendrickson Haulmaax HMX460 46,000 lb, 54" Axle Hendrickson Haulmaax HMX 460 46,000 lbs, 54" axle spacing, 60,000 lbs. creep rating (during extremely slow operations, typically a crane service).	1,011	-64
1921960	O	HMX Double Rebound Strap Kit	272	6
Engine & Equipment				
2072503	O	PACCAR MX-11 355R@1600 GV@2200 1250@900 Refuse (2017 EMISSIONS) N20740 N015 NO....Enable MX Retarder in Neutra N20780 N001 16....Minimum Speed to Turn Cruise N20800 N002 19....Min Speed to Automatically T N20790 N003 19....Minimum Cruise Control Speed	13,862	670



Sales Code	Std/Opt	Description	\$ List	Weight
		N20700 N006 64....Max Cruise Speed (N006)		
		N20770 N013 4.....Downhill Speed Limiter Vehic		
		N20760 N014 2.....Auto Retard Vehicle Speed Of		
		N20750 N019 0.....Delay in Engine Brake Activa		
		N20710 N052 650...Idle Target (N052)		
		N21680 N055 780...RPM Set Point 1 (N055)		
		N21690 N056 1030..RPM Set Point 2 (N056)		
		N20940 N072 1900..Maximum Fast Idle Control En		
		N21980 N076 2000..Max Accelerator Controlled E		
		N20990 N078 ON....PTO Mode Disabled w/ Clutch		
		N21010 N079 ON....PTO Mode Enable Only w/ Park		
		N21020 N080 1.....PTO Vehicle Speed Limit (N08		
		N21110 N086 2000..Maximum Engine Speed During		
		N21100 N087 780...RPM Set Point (N087)		
		N21030 N089 ON....PTO Mode Enable Only w/ Tran		
		N21000 N101 ON....PTO Mode Disabled w/ Service		
		N21320 N106 650...Minimum Engine Speed During		
		N20690 N162 64....Maximum Accelerator Pedal Ve		
		N21310 N170 155...Standard Maximum Speed Limit		
		N21640 N179 YES...Enable Park Brake Reset (N17		
		N21910 N182 30....Coolant Temperature Overrule		
		N20870 N184 200...High Ambient Temperature Ove		
		N20860 N185 40....Low Ambient Temperature Over		
		N20900 N186 5.....Timer Setting When in PTO Mo		
		N20840 N187 15....Timer Setting Non-PTO Mode w		
		N20850 N188 15....Timer Setting Non-PTO Mode w		
		N20910 N190 YES...Reset EIST Timer Based on En		
		N21170 N191 NO....Overrule EIST Timer Based on		
		N21230 N197 YES...Enable Accelerator Pedal Res		
		N21240 N198 YES...Enable Service Brake Reset (
		N21250 N199 YES...Enable Clutch Pedal Reset (N		
		N21260 N200 YES...Allow EIST Timer Overrides i		
		N21930 N224 2.....Maximum Vehicle Speed Bonus		
		N21940 N227 -2....Maximum Vehicle Speed Penalt		
		N21950 N246 4.....Minimum Vehicle Speed for DS		
		N21960 N247 1.....Lowest Gear that DSA will be		
		N21970 N248 10....Highest Gear that DSA will b		
		N21990 N307 OFF...Cab Accelerator Active in Re		
		N20830 N039 OFF...Allow Multi-Torque Only When		
		N20930 N071 ON....FIC Enable/Disable (N071)		
		N21900 N073 0.....Cab Accel Pedal Type in PTO		
		N21160 N110 1.....Enable Set Point w/ Set/Acce		
		N21670 N164 252...Reserve Speed Function Reset		
		N21920 N219 0.....Offset mode (N219)		
		N21300 N169 0.....Expiration Distance (N169)		
		N21190 N193 0.....Expiration Distance (N193)		
		N21280 N163 0.....Maximum Cycle Distance (N163		
		N21650 N173 0.....Reserve Speed Offset (N173)		
2091305	O	Engine Idle Shutdown Timer Enabled	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
2091315	O	Enable EIST Ambient Temp Overrule	0	0
2091372		Eff EIST NA Expiration Miles	0	0
2091640		Effective VSL Setting NA	0	0
2092014	O	Typical Operating Speed 65 MPH	0	0
2092031	O	Powertrain Optimized for Fuel Economy Best analysis for vehicles which operate at or near cruise speed 90 plus percent of time.	0	0
2092034	O	Powertrain Optimization Declined By Dealer / Customer	0	0
2092075	O	Enable MX Retarder Auto Retard (Engine Parameter)	0	0
2092082	O	Engine Monitoring Protection - Derate (PACCAR MX) A warning is provided in the A-Panel display when DPF regeneration is required. Continued operation without regeneration will initiate automate derating of the engine's power and can result in damage to the engine.	0	0
2140200	S	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	0
2140400	O	Reinforced Belly Pan	173	0
2513060	S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0	0
2521090	O	Immersion Type Block Heater 110-120V Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	74	2
2522080	O	PACCAR Premium Starter - MX Engines Only PACCAR Premium 12 volt. Better cranking power, lower current draw and improved warranty to 5-yr/500K miles.	50	0
2538040	S	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	0
2539220	O	Battery Jumper Terminals Mtd In Front Of Battery Box	193	4
2539740	O	Kissling Battery Disconnect Switch, 300 amp Mounted on battery box	222	3
2621000	S	2-Speed Fan Clutch For Frequent Start/Stops A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
		engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.		
2738410	O	WABCO 25.9 CFM Air Compressor, MX only WABCO 25.9 CFM air compressor, MX only, provides greater air output aiding in cleaner operation, higher efficiency, and durability.	7	7
2811160	O	Compression Brake, MX The Mx brake features a Jacobs Brake with an integrated compression-release brake and engine overhead. the specially designed exhaust came lobe provides both exhaust cam motion and deicated Compression release timing. This results in precise timing of the valve opening, unleashing higher retarding performance with minimum loading on the engine.	0	0
2921110	S	PACCAR Fuel/Water Separator Standard Service PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0	0
2921210	S	No Fluid Heat Option for Fuel Filter	0	0
2921310	S	No Electric Heat Option for Fuel Filter	0	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	0	0
3120320	O	Bugscreen-Removable Type Grille Mtd Additional clips at bottom of bugscreen.	84	0
3120450	S	Stainless Steel Grille	0	0
3261980	S	Heavy Duty Air Cleaner Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	0
3281750	O	Pre-Cleaner ECG	141	13
3365300	S	Exhaust Vertical LH DPF/SCR LH Back of Cab Vertical.	0	0
3381770	O	Curved Tip Standpipe(s)	70	1
Transmission & Equipment				
4052420	O	Allison 4500 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, Mobil Delvac Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This	17,799	390

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Sales Code	Std/ Opt	Description	\$ List	Weight
		information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-4.70, 2nd-2.21, 3rd-1.53, 4th-1.00, 5th-0.76, 6th-0.67. Reverse ratios: DR-(5.55).		
4210190	O	1810 HD Driveline, 1 Midship Bearing 4.5in x .180 wall tubing	-155	15
4216590	O	1710 Driveline Interaxle For tandem rear axles	-292	-5
4250900	O	Main Transmission Rear Support Additional rear support for the transmission to provide a firm, durable design that improves stabilization of the drivetrain in rugged terrain	84	11
4252170	O	Auto Neutral Activates With Parking Brake Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	19	0
4252890	O	Allison FuelSense 2.0 Not Desired	-106	0
4252950	O	Omit Allison Neutral At Stop	0	0
4256020	S	Console Mounted Push Button Shifter Allison transmissions	0	0
4256740	O	Allison 6-Speed Configuration, Wide Ratio Gears Allison 4500 transmission only	0	0
4256870	O	Allison Output Function S Neutral Indicator Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0	0
4256910	O	Allison Transmission Fluid Test Port Remote coupler. The fluid test port provides easy access to transmission fluid for testing from its location under the hood on the right-hand frame rail.	193	0
4256990	O	Rolling Direction Change Shift Inhibit Feature Allison transmissions. A programmable feature that keeps the transmission from shifting from Drive to Reverse or from Reverse to Drive above a preset speed. This wireless function is enabled when a switch is closed to complete the circuit between input wire 101 and ground. Frequently the function is interfaced with a switch indicating activation of another vehicle function, such as application of the service brakes. When the function is enabled, the TCM will recognize the request for a direction change shift, Reverse-to-Drive or Drive-to-Reverse. If all other operating conditions are acceptable, the TCM will command the requested shift. The enable remains in effect until the switch is opened, followed by the selection of a different direction, Reverse or Drive, at the shift selector. This could be used for doc	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
		spotters and refuse. If the function is not enabled, any shift which results in a change of direction is inhibited.		
Air & Trailer Equipment				
4510330	S	Bendix AD-IS EP Air Dryer, Heater Bendix Air Treatment Oil Coalescing filter, extended purge. Collects and removes solid, liquid and vapor contaminants before they enter the air brake system.	0	0
4519130	O	Mount Air Dryer Inside Rail LH	0	0
4520180	O	Air Tank Valve Guards	27	0
4520420	O	Pull Cords All Air Tanks	10	1
4540220	O	Wire Braid Brake Hose, Rear	73	15
4540420	S	Nylon Chassis Hose	0	0
4540940	O	(1) Flipper Valve To Actuate Front/Rear Brakes Use with RH or LH steer, or dual seated cab	789	11
4541600	O	Wire Braid Brake Hose, Front	17	4
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	0
4543390	O	High Mount Air Tanks BOC/BOS Where Possible Subject to frame review	0	0
Tires & Wheels				
5064070	O	FF: BR 20ply 425/65R22.5 M870	453	58
5169440	O	RR: BR 16ply 11R22.5 M853 Diameter= 41.8 inches; SLR= 19.4 inches	928	192
5190008	S	Code-rear Tire Qty 08	0	0
5220090	O	FF: Alcoa 823627 22.5X12.25 Clean Buff Finish Aluminum	515	-82
5320410	O	RR: Alcoa 885657 22.5X8.25 Clean Buff Finish Aluminum wheel severe service.	1,680	-272
5390008	S	Code-rear Rim Qty 08	0	0
5400190	O	TG: Polished Wheels, Outer Surface, All Tag Axles Polish outer surface of outer wheel.	149	0



Sales Code	Std/ Opt	Description	\$ List	Weight
5400210	O	TG: Dura-Bright Finish All tag axles - outer surface of outer wheel, includes wheel guards, requires polished option.	266	0
5407640	O	FF: Polished Wheels, Outer Surface, Sgl/Tdm Steer Polish outer surface of outer wheel. Without chrome wheel nuts.	75	0
5407660	O	RR: Polished Wheels, Outer Surface, Tandem Drive Polish outer surface of outer wheels (4). Without chrome wheel nuts.	298	0
5410140	O	FF: Dura-Bright Finish Outer Surface of Outer Wheel, Includes Wheel Guards, Requires Polished Option	266	0
5410160	O	RR: Dura-Bright Finish-Tandem Axle Outer Surface of Outer Wheel, Includes Wheel Guards, Requires Polished Option	533	0
5436008	O	TG: (2) BR 18ply 275/70R22.5 R250ED (1) self-steering tag axle; Diameter = 38.0 inches; SLR = 17.6 inches	1,693	220
5440019	O	TG: (2) Alcoa 882677 22.5X8.25 Clean Buff Finish Aluminum, (1) self-steering tag axle. Clean buff finish on both sides as applicable. Finish options for heavy-duty trucks, 2.5 lbs. weight savings, new hub bore with less metal to metal contact to hinder corrosion with a maintained half dual space and load rating.	752	84

Fuel Tanks

5552130	O	26" Aluminum 80 Gallon Fuel Tank RH BOC Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	152	13
5603080	O	Location RH BOC 80 Gallon	0	0
5652940	O	PACCAR MX Engine Fuel Cooler	134	15
5652990	S	Standard DEF to Fuel Ratio 2:1 Or Greater	0	0
5655069	S	DEF Tank 520	0	0

Battery Box & Bumper

6011070	O	Aluminum Battery Box LH Frame Mtd Back-of- Fender Aluminum battery box left hand frame mounted back-of-fender. 8" Below top of frame.	559	0
6030150	O	Rubber Battery Pad In Bottom of (1) Battery Box Mat in box that holds batteries only	24	2
6122810	O	Steel Bumper Swept Back Painted Requires bumper extension, includes two front tow eyes with pins	-164	2
6132400	O	Notched Top Flange Of Bumper Does not include fepto provisions	50	0

Cab & Equipment



Sales Code	Std/ Opt	Description	\$ List	Weight
6501080	S	53" LCF ProBilt Cab LH Drive Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghousefull insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls and 12V power connection behind header cover, rear cab corner windows, 18" bolt-on step each side, self-canceling turn signals and front directional and side mounted turn signals.	0	0
6540020	O	Key All Units Alike Please add your 3 digit key code number in the key code field.	245	0
6541330		KEY G330	0	0
6800500	S	4.5" Rubber Flares On Cab And wheel well fenders	0	0
6911720	S	Peterbilt Driver Seat	0	0
6921720	S	Peterbilt Passenger Seat	0	0
6930500	O	Drivers Armrest - RH Only	46	2
6931130	O	Seat Belt Color Red IPO Standard Black	10	0
6939400	O	Air Ride Driver	310	43
6939440	S	Low Back Driver	0	0
6939480	O	Mordura Driver	61	0
6939500	O	Air Ride Passenger Air Ride Passenger is available on all Model 567's.	310	43
6939540	S	Low Back Passenger	0	0
6939580	O	Mordura Passenger	61	0
7000000	S	Gray Interior Color Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover. For LH, RH, and dual steer dual seated power windows are standard on both doors. For dual steer RH stand-up the LH window is power and the RH window is a manual sliding window.	0	0
7001520	S	Adjustable Steering Column - Tilt/Telescope	0	0



Sales Code	Std/ Opt	Description	\$ List	Weight
7001620	S	Steering Wheel With Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0	0
7040060	O	Diamond Plate Floor Covering LH/RH ipo Floormat In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	178	13
7220130	S	Rear Window Back of Cab Standard Tint 18.5in X 54in	0	0
7230350	S	2-Piece Flat Windshield	0	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7330920	O	(2) Defroster Fan On Rear Header	234	60
7560100	O	Mirrors SSTL Each Side Heated and Motorized with Switch on Door.	-29	-7
7561450	O	(4) Convex 8 Inch SSTL Mirrors; (2) Center These optional convex mirrors provide enhanced rearward visibility by allowing the driver to see the operation of front-end loader arms or other obstacles that may interfere with operation in refuse services. The mirrors have an off-center mounting that maximizes adjustability for field of view. Dual door stops are included with these mirrors for added protection to the mirrors during cab entry and exit. These stainless steal mirrors, includes 4 convexed 8" and 2 center, are mounted center over mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Includes dual door stops.	117	4
7610020	S	(1) Air Horn 15" Painted Mounted under cab.	0	0
7725715	O	ConcertClass Without CD, Includes BT Phone and Audio, AM/FM, WB, USB and MP3.	388	10
7725740	O	Midlevel Speaker Package For Cab (4) Speakers	134	6
7726010	O	Radio Mute When Allison Transmission In Reverse	295	0
7728020	O	Bluetooth Located On Driver Side	0	0
7788055	S	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilts proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesnt require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet	0	0

Price Level: January 1, 2020

Deal: CITY OF OLYMPIA

Printed On: 3/2/2020 1:48:58 PM

Date: March 02, 2020

Quote Number: QUO-533418-J5D3C2



Sales Code	Std/ Opt	Description	\$ List	Weight
		services products, the existing pre-wire option for the other fleet service devices will continue to be available. Standard on Class 8 engines and available on Models 348, 337, 330 and 325 with a PX-9, PX-7 or Cummins Westport natural gas engine.		
7850770	O	Pre-Wire Cab 3rd Eye Vision System	1,066	0
7851330	O	Cab Tilt Pump Air Assist	509	0
7851870	O	Rain Gutters Over Driver and Passenger Doors	75	8
7852150	S	Peterbilt Pantograph Windshield Wipers With intermittent feature.	0	0
7900090	O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	20	13
7901140	O	Backup Alarm (87-112 DB) Variable adjusting	65	6
8011400	S	Main Transmission Oil Temperature Gauge Located in Driver Information Display	0	0
8021315	S	Air Restriction Indicator Mounted on exhaust stanchion	0	0
8031120	O	Warning Light Battery Disconnect, Switch Engaged Marker light external mounted	15	0
8070010	O	Up To (4) Additional Electric Switches Up to (4) additional electric switches without wiring. Switch will short pin5 to pin 4 when off, and pin 5 to 6 when on. Backlighting provided by Lin jumper.	37	1
8070260	O	Switch To Deactivate Bendix ATC Traction Control Bendix ATC is required on the specification. Switch is to temporarily disable the Traction Control in extreme conditions such as snow, ice or mud. The ATC warning light will display in a constant state.	0	0
8110150	O	Headlights Single Rectangular LED Model 520 LED headlights provide outstanding brightness and coverage that can help with driver eye-fatigue. LED headlights are easy to install, long lasting, energy efficient and cost effective and they provide improved headlight brightness.	996	0
8120570	S	(5) LED Clearance With (2) LED Marker Lights Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0	0
8133900	S	None Furnished Stop/Tail/Backup Lights Available with full truck only, not available with tractor	0	0
8133960	O	Daytime Running Lights The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	60	0
8140690	O	Brake Lights Activated by Park Brake Requires option 7726010	50	0
8153100	O	(1) F/O Load Light, Switch, 10' Wire Coil Under / in cab / sleeper baggage compartment	35	2

Paint

Price Level: January 1, 2020
Deal: CITY OF OLYMPIA
Printed On: 3/2/2020 1:48:58 PM

Date: March 02, 2020
Quote Number: QUO-533418-J5D3C2



Sales Code	Std/ Opt	Description	\$ List	Weight
8500710	S	Standard Paint Color Selection	-200	0
8530770	O	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK	0	0
Shipping Destination				
8999990	O	Shipping Destination Other Than Dealer (Specify by narrative) LABRIE MEXICO CO SAN LUIS INTERNATIONAL FRIEGHT, 4767 EAST VAUGHAN STREET SAN LUIS, Arizona, 85349 United States of America	0	0
Options Not Subject To Discount				
9400090	S	Peterbilt Class 8 Standard Coverage 1 year/100,000 Miles (160,000 km)	0	0
9400092	O	PACCAR MX Standard Coverage 2 yrs/250,000 mi (400,000 km)/6,250 hrs	0	0
9408933	O	Final Frame Layout See Truck Sales Bulletin 12-89 for additional information.	175	0
Miscellaneous				
9409800	S	2017 EPA Emissions Engine Warranty Only	0	0
9409843	O	Peterbilt Sourcewell Program Code LABRIE MEXICO CO SAN LUIS INTERNATIONAL FRIEGHT, 4767 EAST VAUGHAN STREET SAN LUIS, Arizona, 85349 United States of America	0	0
9409869	O	Presentation Created With SmartSpec LABRIE MEXICO CO SAN LUIS INTERNATIONAL FRIEGHT, 4767 EAST VAUGHAN STREET SAN LUIS, Arizona, 85349 United States of America	0	0

Promotions

Order Comments



Total List Price (W/O Freight & Warranty & Surcharges)	\$261,185
Marketing and Service Support Fee	\$775
Prepaid Freight	\$3,225
Total Surcharge/Options Not Subject To Discount	\$175
Total Weight	20,842

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information



SWS Equipment, Inc.

P.O. Box 13040
Spokane Valley, WA 99213-3040

1-800-892-7831

QUOTE

Quote #: DMBCQ3369

Date: 02/28/20

Sales Rep: Dave Crossley

Estimated Ship Date: 150-180 days

FOB: Destination

Ship Via: Best Way

Terms: Net 15

Quote To:

Western Peterbilt - Seattle
Stu Fox
3801 Airport Way South
Seattle WA 98124
(206) 624-7383 Fax: 206-340-0416

Ship To:

Western Peterbilt - Seattle
Stu Fox
3801 Airport Way South
Seattle WA 98124
(206) 624-7383

We are pleased to propose the following for your consideration

Qty	Description	Unit Price	Ext. Price
	Sourcewell Contract #112014-LEG End User: City of Olympia List price of \$260,140.00 minus the Sourcewell Discount of 51% or \$132,671.40 = \$127,468.60		
1	WIT-40TA-ST Wittke Starlite Front Load Body - Total capacity 40 cu.yd (38+2) Mandatory if tag axle or twin steer axle	\$127,468.60	\$127,468.60
1	BMLS0950 Service Hoist (according to space availability)		
1	ADVD0900 Deceleration Valve Arms Down Movement		
1	HHPG0900 Hydraulic pressure gauge on main valve		
1	HHWK0900 Alarm for low hydraulic oil level & hydraulic oil temperature		
1	EPHM0900 Hour Meter connected to pump switch		
1	EGSE0910 Third Eye single sensor Radar Detection System		
1	EICB0900 Autopack (engaged when arms drop below windshield with on/off switch)		
1	EBWI0920 Body Raised Warning Indicator Lamp and Audible Buzzer (Option BMLS0950 Service hoist required)		
1	ATAT0930 Throttle Advance Toggle Switch (ON/OFF/Auto)		
1	LBLT0905 Back up lights: Qty 2 additional on tailgate position 2/3 - 4in LED type		
1	LBLR0925 Back up lights: Qty 2 additional on mid-body rubrails - LED type		
1	LSLA0920 Light: amber strobe 6" Whelen L10 in center of tailgate: in-cab switch - Qty 1		

Qty	Description	Unit Price	Ext. Price
1	LLPA0910 Multifunction Lights Package Multifunction round amber lights (4). Oval center brake light, red, in upper tailgate (1). Round brake lights, red, in upper tailgate light bar (2)		
1	LWLK0925 Additional Work Lights: LH Mirror & RH Mirror facing hopper - LED - Qty 2		
1	LPWL0905 Lights: Behind Packer Work Lamp - LED - ON/OFF Switch		
1	LBLH0905 Additional Work Light: Hopper - LED - Qty 1		
1	CCCC0902 Dual 3rd Eye cameras (no shutter) Monitor must be selected separately. Heater. No Shutter		
1	CCCM0903 3rd Eye 7" color LCD monitor - AWT07MLED Split screen		
1	CCPC0900 Protection cages on cameras		
1	CCAW0900 z-3rd Eye Air Wash on Backup Camera		
1	AAJC0910 Drive Position Main Control Pneumatic Joystick, 1 handle, arm & fork actuation (upgrade from 2 handle stick)		
1	BASB0900 Anti-sail bars on rear mudflaps		
1	BSWS0930 Chromium Overlay Wear Strips - Packer Shoes - Channels		
1	CRAD0900 Remote air drains petcock type		
1	CCTB0930 Toolbox: Aluminum, chassis-mounted, size: 24in x 24in x 14in (Location TBD, depending on space availability, Additional charges may apply if chassis components need to be relocated)		
1	PCBP0910 Body: 1 Color Urethane Body Paint Included in unit base price. Includes bolt-on parts painted body color White		
1	PSSS0920 CAUTION THIS VEHICLE MAKES FREQUENT STOPS STAY BACK 50 FEET, 65in x 20in (red on white background)		
1	BCGB0900 Centralized Grease Block - Cylinders Pins on Packer Body Side Door Access: 2 points		
1	BPGB0920 Centralized Grease Block - Cylinders Pins on Body Front Wall Body Side Door Access: 2 points		
1	NSO Display Sign Hinges on Side of Body Only		
1	BBCS0900 Canopy Sweeper		
1	Hopper Wind Flange Extension		
1	CFSS0900 z-Fire Suppression system Safetycraft LT5		
	SubTotal		\$127,468.60
1	Body PDI	\$1,150.00	\$1,150.00

Qty	Description	Unit Price	Ext. Price
1	Freight FOB San Luis AZ	\$350.00	\$350.00
1	Freight to Tacoma WA	\$4,250.00	\$4,250.00
		Order Total	\$133,218.60

PRICES SUBJECT TO CHANGE DUE TO CHANGING STEEL PRICES - THANK YOU!

By: _____ Accepted _____ Date _____

QUOTE VALID FOR 30 DAYS

PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE



Client:	Solid Waste Systems West, Inc.	User:	Olympia WA, city of - FLSL (16027A)
Contact:	Dave Crossley	Contact:	
Address:	6515 E Nixon Spokane, WA, 99213-3040, USA	Address:	
Phone/Fax:	509-533-9000 / 509-533-1050	Phone/Fax:	/
Distributor:	Solid Waste Systems Inc.(West)	Price List:	2020

Shipping address if different from above:

Chassis delivery : **To be confirmed**

DESCRIPTION		Price
Model:	WITKE STARLIGHT Capacity: 40 (38+2) c.y. - WIT-40TA-ST	204 720\$
Chassis MFR:		See below
Engine:	Model: To be confirmed Axle: 6 x 4	
Transmission:	RDS 4000 series Cab: Cab over Aux. Axle: Tag from company	
Driving config at del.:	LH drive only	
Chassis dealer:	To be confirmed S/N:	
Contact email:	To be confirmed WD #:	
Other:	Availability:	
Cab color:	Factory supplied Initials: _____	
Body color:	One color included	
Chassis color:	Factory black Paint scheme: Match Cab:	
Cart type:	Cart make: Capacity:	
Position:	Size:	
Additional Manuals:	0	
Configurative features:		
BBCS0900	Canopy Sweeper (Not available with Adjustable Hydraulic Forks- options HHAF0900 - HHAF0910)	1 420\$
BBEH0900	Extended Hopper Wind Flanges (6" high)	1 420\$
BMLS0950	Service Hoist (according to space availability)	9 340\$
Lifting arm option:		
ADVD0900	Deceleration Valve Arms Down Movement	2 160\$
Control options:		
AAJC0910	Drive Position Main Control Pneumatic Joystick- 1 handle- arm & fork actuation (upgrade from 2 handle stick)	0\$
Hydraulic options:		
HHWK0900	Alarm for low hydraulic oil level & hydraulic oil temperature	1 920\$
HHPG0900	Hydraulic pressure gauge on main valve	180\$
Electrical options:		
EICB0900	Autopack (engaged when arms drop below windshield with on/off switch)	900\$
EBW0920	Body Raised Warning Indicator Lamp and Audible Buzzer (Option BMLS0950 Service hoist required)	840\$
EPHM0900	Hour Meter connected to pump switch	540\$
EGSE0910	Third Eye single sensor Radar Detection System	4 840\$
ATAT0930	Throttle Advance Toggle Switch (ON/OFF/Auto)	860\$
Lighting options:		
LWLK0925	Additional Work Lights: LH Mirror & RH Mirror facing hopper - LED - Qty 2	1 340\$
LBLH0905	Additional Work Light: Hopper - LED - Qty 1	960\$
LBLR0925	Back up lights: Qty 2 additional on mid-body rubrails - LED type	1 260\$
LBLT0905	Back up lights: Qty 2 additional on tailgate position 2/3 - 4" LED type	1 260\$
LPWL0905	Lights: Behind Packer Work Lamp - LED - ON/OFF Switch	400\$
LSLA0920	Light: amber strobe 6" Whelen L10 in center of tailgate: in-cab switch - Qty 1	960\$
LLPA0910	Multifunction Lights Package: Multifunction round amber lights (4). Oval center brake light-red- in upper tailgate (1). Round brake lights- red- in upper tailgate light bar (2)	2 040\$
Camera options:		
CCCM0903	3rd Eye 7" color LCD monitor - AWT07MLED: Split screen	420\$
CCAW0900	3rd Eye Air Wash on backup camera	2 840\$
CCCC0902	Dual 3rd Eye cameras (no shutter): Monitor must be selected separately. Heater. No Shutter	5 180\$
CCPC0900	Protection cages on cameras	560\$
Body options:		
BASB0900	Anti-sail bars on rear mudflaps	260\$
BPGB0920	Centralized Grease Block - Cylinders Pins on Body Front Wall Body Side Door Access: 2 points	280\$
BCGB0900	Centralized Grease Block - Cylinders Pins on Packer Body Side Door Access: 2 points	280\$
BSWS0930	Chromium Overlay Wear Strips - Packer Shoes - Channels	3 000\$
BRWD0920	Display Signs - 48in H. x 96in L.	3 320\$
Chassis options:		
CFSS0900	Fire Suppression system Safecraft LT5	2 200\$
CRAD0900	Remote air drains petcock type	1 140\$
CCTB0930	Toolbox: Aluminum- chassis-mounted- size: 24" x 24" x 14" (Location TBD- depending on space availability- Additional charges may apply if chassis components need to be relocated)	2 880\$
Paint options:		
PCBP0910	Body: 1 Color Urethane Body Paint Included in unit base price. Includes bolt-on parts painted body color	0\$
PSSS0920	CAUTION THIS VEHICLE MAKES FREQUENT STOPS STAY BACK 50 FEET- 65in x 20in (red on white background)	420\$
Terms:	Body: Net 30 days Chassis: Net on delivery for release of MSO Interest fees on past due account of 1.5% per month (18% annual) Price list subject to change at all times due to the steel price index. (This pricing is valid for 30 days.)	Total (body): 260 140,00\$ 51% discount: 132 671,40\$ Total net (body): 127 468,60\$ Total (chassis):
Weight distribution:	Quotes and pricing are subject to changes pending on WD analysis which can alter specs. Upon receipt of PO and chassis specs WD will be conducted and confirmation of acceptance will be issued.	Total net: 127 468,60\$
Delivery:	To be confirmed (Freight charges may vary)	FOB San Luis, AZ 350,00\$ Fuel Surcharge 0,00\$ Total net(unit): 127 818,60\$
Taxes:	Not Included	
		Number of units: 1
		Grand total: 127 818,60\$
		Currency: US \$

EXHIBIT C1

Model 520

Body Builder Manual

2019



A **PACCAR** COMPANY

Release Date 7/30/19

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SECTION 1 INTRODUCTION



The Peterbilt 520 Body Builder Manual was designed to provide body builders with a comprehensive information set to guide the body planning and installation process. Use this information when installing bodies or other associated equipment.

This manual contains appropriate dimensional information, guidelines for mounting bodies, modifying frames, electrical wiring information, and other information useful in the body installation process.

The Peterbilt 520 Body Builder Manual can be very useful when specifying a vehicle, particularly when the body builder is involved in the vehicle definition and ordering process. Information in this manual will help reduce overall costs through optimized integration of the body installation with vehicle selection. Early in the process, professional body builders can often contribute valuable information that reduces the ultimate cost of the body installation.

In the interest of continuing product development, Peterbilt reserves the right to change specifications or products at any time without prior notice. It is the responsibility of the user to ensure that he is working with the latest released information. Check Peterbilt.com for the latest released version.

If you require additional information or reference materials, please contact your local Peterbilt dealer.

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SECTION 2 SAFETY AND COMPLIANCE

SAFETY SIGNALS

We've put a number of alerting messages in this book. Please read and follow them. They are there for your protection and information. These alerting messages can help you avoid injury to yourself or others and help prevent costly damage to the vehicle.

Key symbols and "signal words" are used to indicate what kind of message is going to follow. Pay special attention to comments prefaced by "WARNING", "CAUTION", and "NOTE." Please don't ignore any of these alerts.

Warnings, cautions, and notes

WARNING



When you see this word and symbol, the message that follows is especially vital. It signals a **potentially hazardous situation** which, if not avoided, could result in death or serious injury. This message will tell you what the hazard is, what can happen if you don't heed the warning, and how to avoid it.

Example:

WARNING! Be sure to use a circuit breaker designed to meet liftgate amperage requirements. An incorrectly specified circuit breaker could result in an electrical overload or fire situation. Follow the liftgate installation instructions and use a circuit breaker with the recommended capacity.

CAUTION



Signals a **potentially hazardous situation** which, if not avoided, could result in minor or moderate injury or damage to the vehicle.

Example:

CAUTION: Never use a torch to make a hole in the rail. Use the appropriate drill bit.

NOTE



Provides general information: for example, the note could warn you on how to avoid damaging your vehicle or how to drive the vehicle more efficiently.

Example:

Note: Be sure to provide maintenance access to the battery box and fuel tank fill neck.

Please take the time to read these messages when you see them, and remember:

WARNING

Indicates a potentially hazardous situation which, if not avoided, could result in death or serious injury.

CAUTION

Signals a potentially hazardous situation which, if not avoided, could result in minor or moderate injury or damage to the vehicle.

NOTE

Useful information that is related to the topic being discussed.

FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND COMPLIANCE

As an Original Equipment Manufacturer, Peterbilt Motors Company, ensures that our products comply with all applicable U.S. or Canadian Federal Motor Vehicle Safety Standards. However, the fact that this vehicle has no fifth wheel and that a Body Builder (Intermediate or Final Stage Manufacturer) will be doing additional modifications means that the vehicle was incomplete when it left the build plant.

Incomplete Vehicle Certification

An Incomplete Vehicle Document is shipped with the vehicle, certifying that the vehicle is not complete. See Figure 2–1. In addition, affixed to the driver's side door frame or edge is an Incomplete Vehicle Certification label. See Figure 2–2.

NOTE



These documents list the U.S. or Canadian Federal Motor Vehicle Safety Standard regulations that the vehicle complied with when it left the build plant. You should be aware that if you add, modify or alter any of the components or systems covered by these regulations, it is your responsibility as the Intermediate or Final Stage Manufacturer to ensure that the complete vehicle is in compliance with the particular regulations upon completion of the modifications.



FIGURE 2-1. Incomplete Vehicle Certification Document

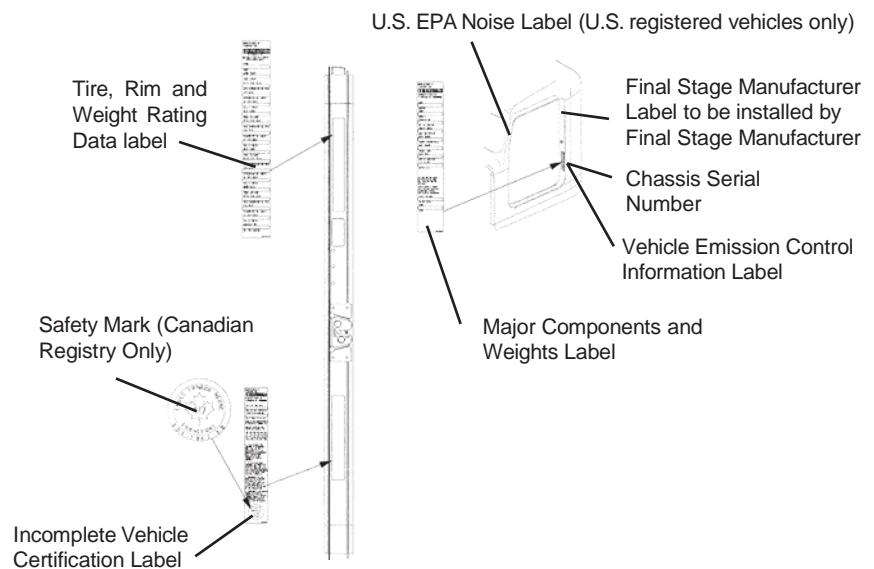


FIGURE 2-2. Locations of Certification Labels - Driver's Door and Frame

As the Intermediate or Final Stage Manufacturer, you should retain the Incomplete Vehicle Document for your records. In addition, you should record and retain the manufacturer and serial number of the tires on the vehicle. Upon completion of the vehicle (installation of the body and any other modifications), you should affix your certification label to the vehicle as required by Federal law. This tag identifies you as the "Intermediate or Final Stage Manufacturer" and certifies that the vehicle complies with Federal Motor Vehicle Safety Standards. (See Figure 2–2.) Be advised that regulations affecting the intermediate and final stage manufacturer may change without notice. Ensure you are referencing the most updated copy of the regulation during the certification and documentation processes.

In part, if the final stage manufacturer can complete and certify the vehicle within the instruction in the incomplete vehicle document (IVD) the certification label would need a statement that reads, "This vehicle has been completed in accordance with the prior manufacturers, IVD where applicable. This vehicle conforms to all applicable Federal Motor Vehicle Safety Standards [and Bumper and Theft Prevention Standards if applicable] in effect in (month, year)."

However, if the vehicle cannot be completed and certified with in the guidance provided in the IVD, the final stage manufacturer must ensure the vehicle conforms to all applicable Federal Motor Vehicle Safety Standards (FMVSS). The final stage manufactures certification label would need a statement that reads, "This vehicle conforms to all applicable Federal Motor Vehicle Safety Standards [and Bumper and Theft Prevention Standards if applicable] in effect in (month,

year). These statements are just part of the changes to the new certification regulation. Please refer to the Feb 15, 2005 final rule for all of the details related to this regulation. You can contact NTEA Technical Services Department at 1-800-441- NTEA for a copy of the final rule (DocID 101760).

For Canadian final stage manufacturers see:

<http://www.gazette.gc.ca/index-eng.html>;
and <http://www.tc.gc.ca/eng/acts-regulations/menu.htm> for
the regulations.

Or contact:

Transport

Canada

Tower C, Place de Ville, 330 Sparks Street

Ottawa, Ontario K1A

0N5 (613) 990-2309

TTY: 1-888-675-6863

Noise and Emissions Requirements

NOTE



This truck may be equipped with specific emissions control components/systems* in order to meet applicable Federal and California noise and exhaust emissions requirements. Tampering with these emissions control components/systems* is against the rules that are established by the U.S Code of Federal Regulations, Environment Canada Regulations and California Air Resources Board (CARB). These emissions control components/systems* may only be replaced with original equipment parts.

Additionally, most vehicles in North America will be equipped with a Greenhouse Gas (GHG) "Vehicle Emission Control Information" door label indicating its certified configuration. The vehicle components listed on this label are considered emission control devices.

Modifying (i.e. altering, substituting, relocating) any of the emissions control components/systems defined above will affect the noise and emissions performance/certification. Modifications that alter the overall shape and aerodynamic performance of a tractor will also affect the emission certification. If modifications are required, they must first be approved by the manufacturer. Unapproved modifications could negatively affect emissions performance/certification. There is no guarantee that proposed modifications will be approved.

Tires may be substituted provided the new tires possess a Coefficient of rolling resistance (Crr) equal to or lower than Crr of the original tires. Consult with your tire supplier(s) for appropriate replacement tires.

Contact the engine manufacturer for any requirements and restrictions **prior** to any modifications.

- For Cummins Contact 1-800-DIESELS or your local Cummins distributor. Reference AEB 21.102.

It is possible to relocate the DEF tank; however the relocation requirements need to be followed. Any variances from the relocation requirements may cause the emissions control components/systems to operate improperly potentially resulting in engine de-rate.

NOTE

All 2017 engine emissions certified vehicles will be equipped with an On-Board Diagnostics (OBD) system. The OBD system is designed to detect malfunctions of any engine or vehicle component that may increase exhaust emissions or interfere with the proper performance of the OBD system itself. All diesel engines will be equipped with an On-Board Diagnostics (OBD) system. The OBD system consists of computer program on one or more of the vehicle's Electronic Control Units (ECUs). This program uses information from the control system and from additional sensors to detect malfunctions. When a malfunction is detected, information is stored in the ECU(s) for diagnostic purposes. A Malfunction Indicator Light (MIL) is illuminated in the dash to alert the driver of the need for service of an emission-related component or system.

To ensure compliance to emissions regulations, the final configuration of certain features of the completed vehicle must meet specific requirements. This section describes requirements relevant for only the most common or critical modifications done by body builders. For a complete description of acceptable modifications, see the application guidance available from the manufacturer of the engine installed in the chassis.

Fuel System

The following are highlights of some of the more common or critical aspects of this system.

The overall system restriction may not exceed the restriction limitations set forth by the engine manufacturer for both supply and return.

- Ensure that fuel lines are not pinched or can potentially be damaged when installed between body and frame
- Fuel lines must be routed and secured without dips or sags
- There must be easy access to filter(s) and fill cap
- The tank vent may not obstructed
- Added accessories (heaters, generators) cannot introduce air into system
- Fuel tank must be located so that the full level is not above cylinder head
- "Ultra-Low Sulfur Fuel Only" labels must be present on the dash and fuel fill
- Modification of the pressure side secondary filter and plumbing is not allowed without engine manufacturer approval
- Body installation of fuel tank or routing of lines must not cause significant increase in fuel temperature
- Fuel hoses shall meet or exceed OEM supplied hose material construction specifications

Compressed Air System

The following are highlights of some of the more common or critical aspects of this system.

- Air system modification must meet applicable FMVSS regulations
- Compressed Air tank may not be modified (exception – addition or removal of fittings or relocation of the tank)
- Added devices or bodywork may not interfere with or rub air lines

- Air supply to the engine doser may not be restricted or disconnected
- Air lines should be routed, protected from heat, and properly secured to prevent damage from other components
- Care should be taken so that air lines do not rub against other components
- Care should be taken to protect the air system from heat sources

Exhaust and Exhaust After-treatment System

The following are highlights of some of the more common or critical aspects of this system.

- The following after-treatment and exhaust system components may not be modified:
 - DPF assembly
 - SCR Catalyst assembly
- Exhaust pipes between the engine and after-treatment devices (DPF, SCR Catalyst) and between after-treatment devices
- NO_x Sensors
- PM Sensor
- The following modifications may only be done within the guidelines of the “DEF System Relocation Guide.”
 - Modifications to Diesel Exhaust Fluid (DEF) throttle, suction, or pressure lines
 - Modification or relocation of the DEF tank
 - Modification of coolant lines to and from the DEF tank
- All DEF and coolant lines should be routed, protected, and properly secured to prevent damage during vehicle operation or other components
- If relocation of the DCU or ACM is necessary, use existing frame brackets and mount inside of frame flanges where necessary. Do not extend the harnesses
- The DPF, the SCR catalyst, or their mounting may not be modified
- The NO_x sensor may not be relocated or altered in any way; this includes re-clocking the aftertreatment canister or reorienting the sensor(s)
- Exhaust pipes used for tailpipes/stacks must be properly sized, and must prevent water from entering
- Ensure adequate clearance between the exhaust and body panels, hoses, and wire harnesses
- The body in the vicinity of the DPF must be able to withstand temperatures up to 400°C (750°F)
- Do not add thermal insulation to the external surface of the DPF
- The SCR water drain hole may not be blocked
- Allow adequate clearance (25mm (1 inch)) for servicing the DPF sensors, wiring, and clamped joints
- Drainage may not come in contact with the DPF, SCR catalyst, sensors or wiring

- Allow sufficient clearance for removing sensors from DPF. Thermistors require four inches. Other sensors require one inch
- Wiring should be routed, protected from heat, and properly secured to prevent damage from other components
- The exhaust system from an auxiliary power unit (APU) must not be connected to any part of the vehicle after-treatment system or vehicle tail pipe.

Cooling System

The following are highlights of some of the more common or critical aspects of this system.

- Modifications to the design or locations of fill or vent lines, heater or defroster core, and surge tank are not recommended
- Additional accessories plumbed into the engine cooling system are not permitted, at the risk of voiding vehicle warranty
- Coolant level sensor tampering will void warranty
- When installing auxiliary equipment in front of the vehicle, or additional heat exchangers, ensure that adequate air flow is available to the vehicle cooling system. Refer to engine manufacturer application guide- lines for further detail
- When installing FEPTO drivelines, the lower radiator anti-recirculation seal must be retained with FEPTO driveline clearance modification only
- Changes made to cooling fan circuit and controls are not allowed, with the exception of AC minimum fan on time parameter
- See owner's manual for appropriate winter front usage

Air Intake System

The following are highlights of some of the more common or critical aspects of this system.

- The air intake screen may not be blocked, either fully or partially
- Modification to the air intake system may not restrict airflow. For example, pipe diameter may not be reduced
- All sensors must be retained in existing locations
- To retain system seal, proper clamp torque must be used. Refer to service manual for proper clamp torque

Charge Air Cooler System

The following are highlights of some of the more common or critical aspects of this system.

- The Charge Air Cooler may not be modified
- The installation of engine overspeed shutdown devices must not introduce restriction in the intake system
- All plumbing associated with the charge air cooler may not be modified

SECTION 3 DIMENSIONS

INTRODUCTION

This section has been designed to provide enough information to successfully layout a chassis in the body planning process. All dimensions are inches unless otherwise noted. Optional equipment may not be depicted. Please contact your local Peterbilt dealer if more dimensional information is desired.

ABBREVIATIONS

Throughout this section and in other sections as well, abbreviations are used to describe certain characteristics on your vehicle. Table 3-1 below lists the abbreviated terms used.

TABLE 3-1. Abbreviations Used

BFA	Bumper to front axle
BOC	Back of cab
CA	Cab to axle. Measured from the back of the cab to the centerline of the rear axle(s).
EOF	Frame rail overhang behind rear axle--measured from the centerline of tandems
FAX	Front axle
FOF	Front of frame
WB	Wheelbase



OVERALL DIMENSIONS

This section includes drawings and charts of the Peterbilt Model 520.

On the pages that follow, detail drawings show particular views of the vehicle; all dimensions are in inches (in). They illustrate important measurements critical to designing bodies of all types. See the “Contents” at the beginning of the manual to locate the drawing that you need.

All heights are given from the bottom of the frame rail.

Note that the Aftertreatment mounting is almost identical other than the use of a DEF tank (for diesels) and different canister/catalyst but both use the same stanchions for mounting BOC.

Model 520 EPA 2017



FIGURE 3-1. Various Views of the Model 520

EXTERIOR DIMENSIONS

Model 520 Dimensions

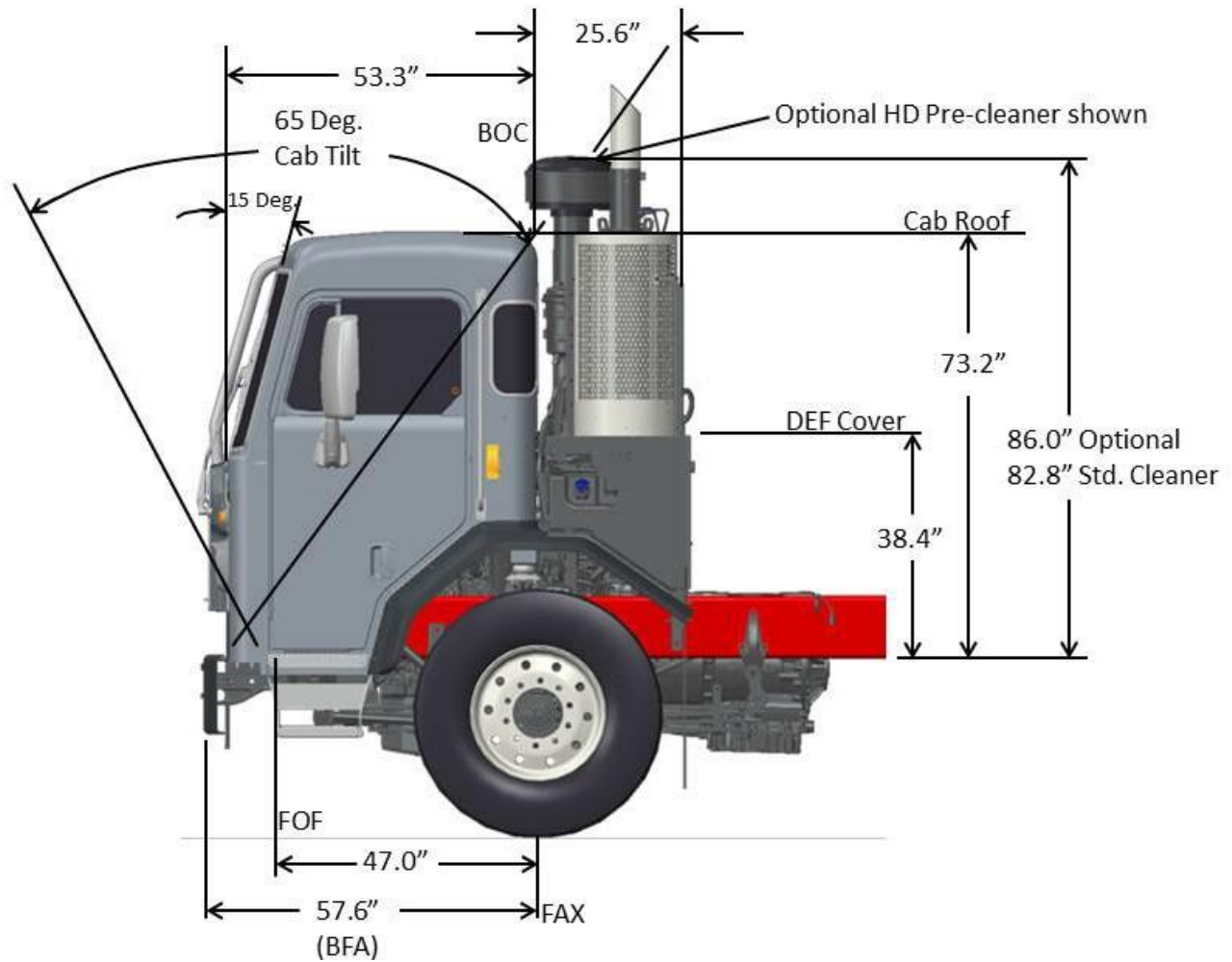


FIGURE 3-2. 520 Cab Dimensions

Notes:

1. Shown with optional HD Air intake Pre-Cleaner
2. Shown with optional front cab guard
3. Door dimension is 33.4"W x 61"H
4. Diesel truck shown, but Natural Gas has same BOC dimension for Aftertreatment.

INTERIOR DIMENSIONS

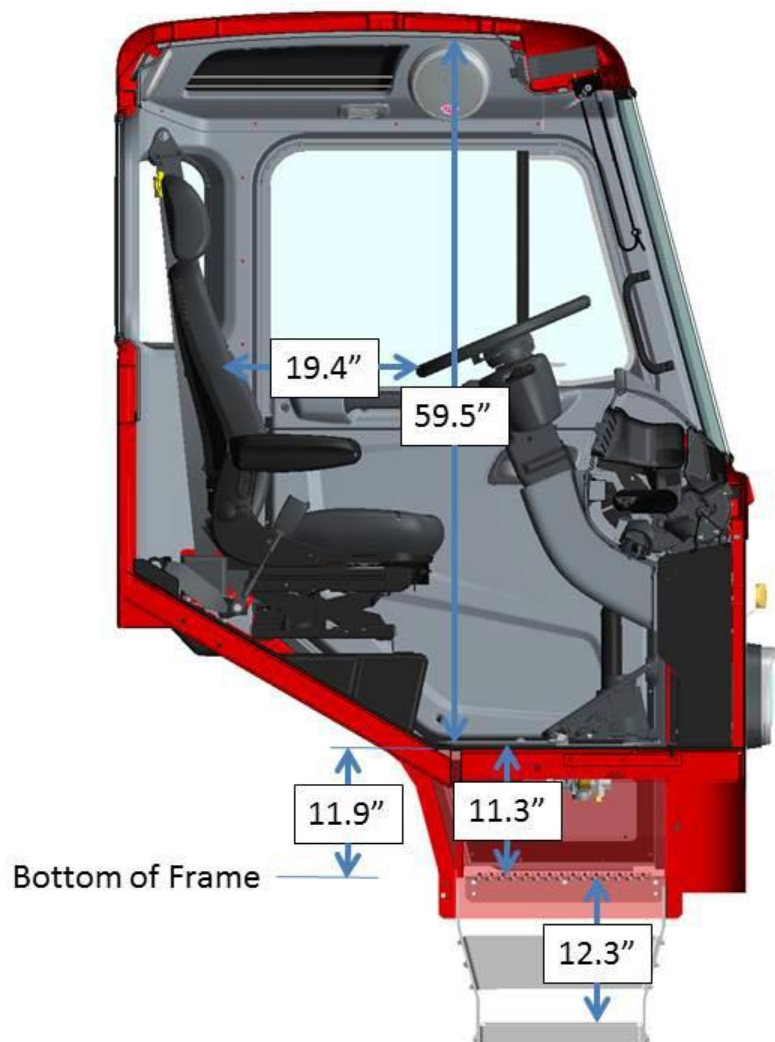


FIGURE 3-3. View Looking Through Cab to the Driver's Side (LH Steer)

INTERIOR DIMENSIONS

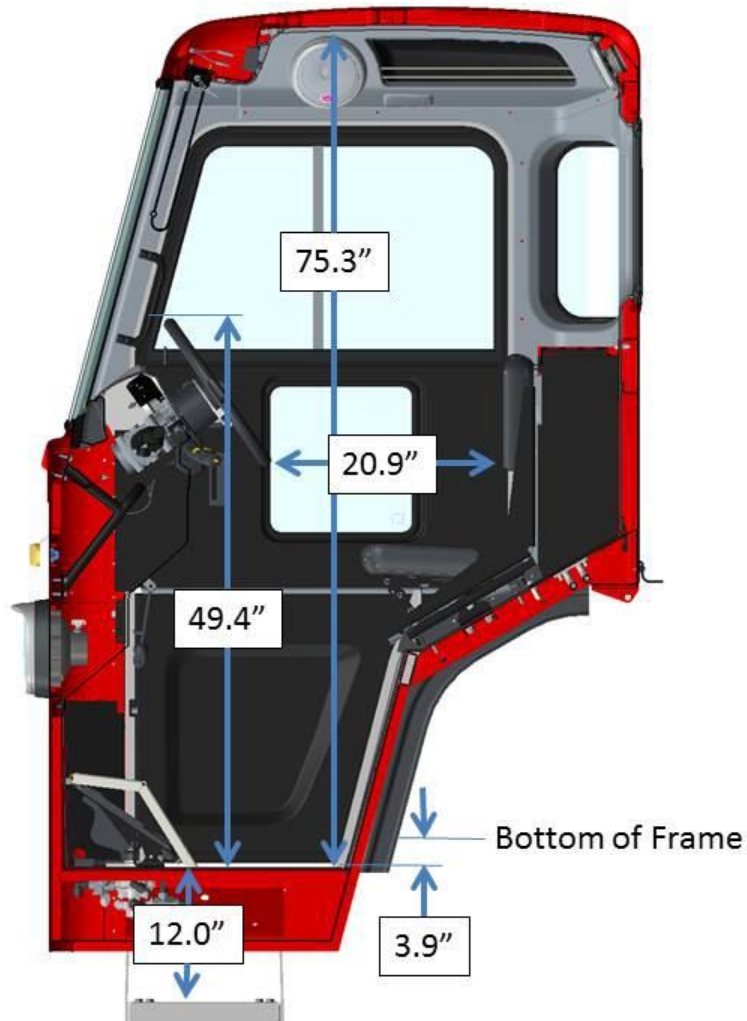


FIGURE 3-4. View Looking Through the Cab At The RH Drive Standup Version

INTERIOR DIMENSIONS

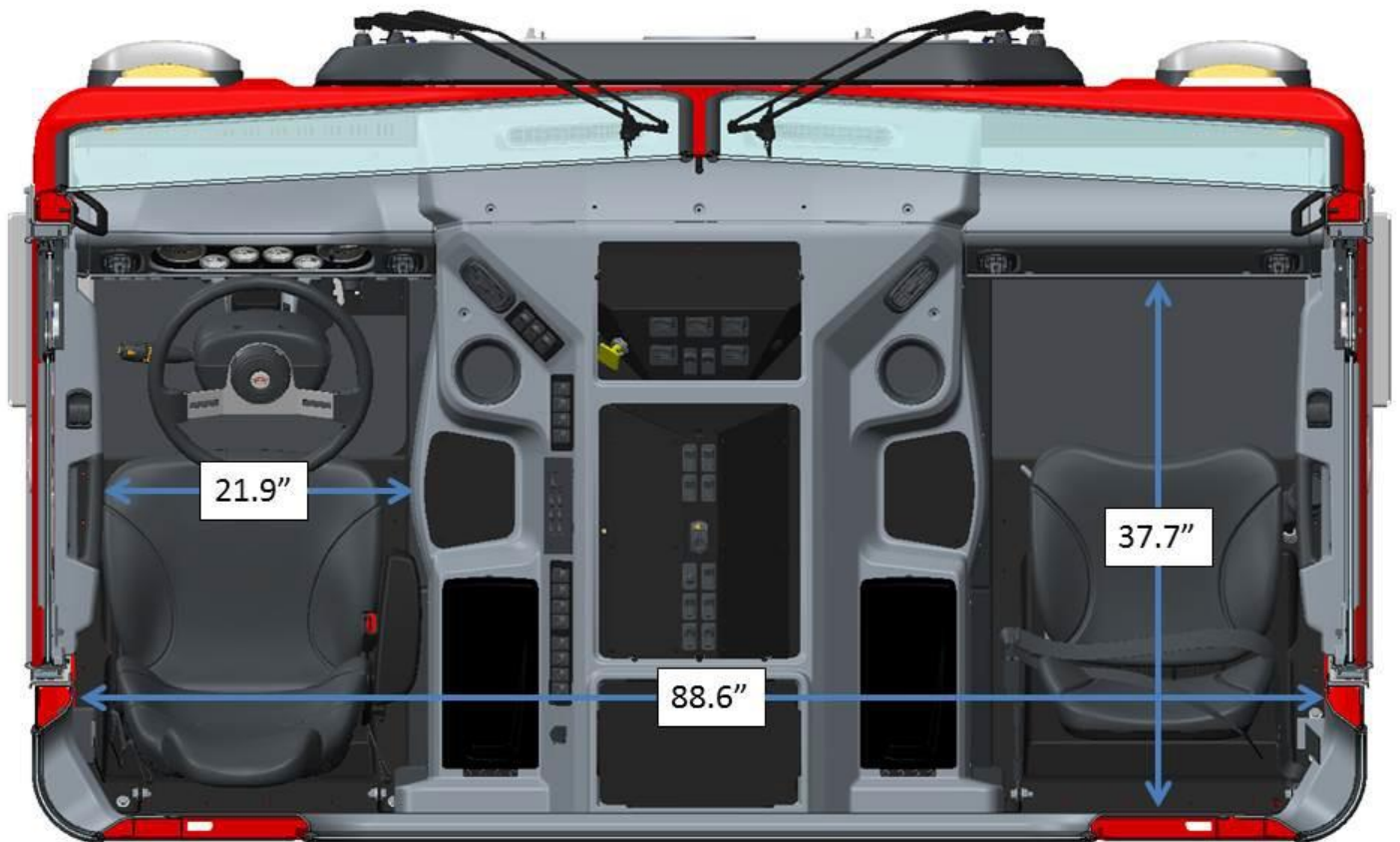


FIGURE 3-5. Top View of LH Steer Model

INTERIOR DIMENSIONS

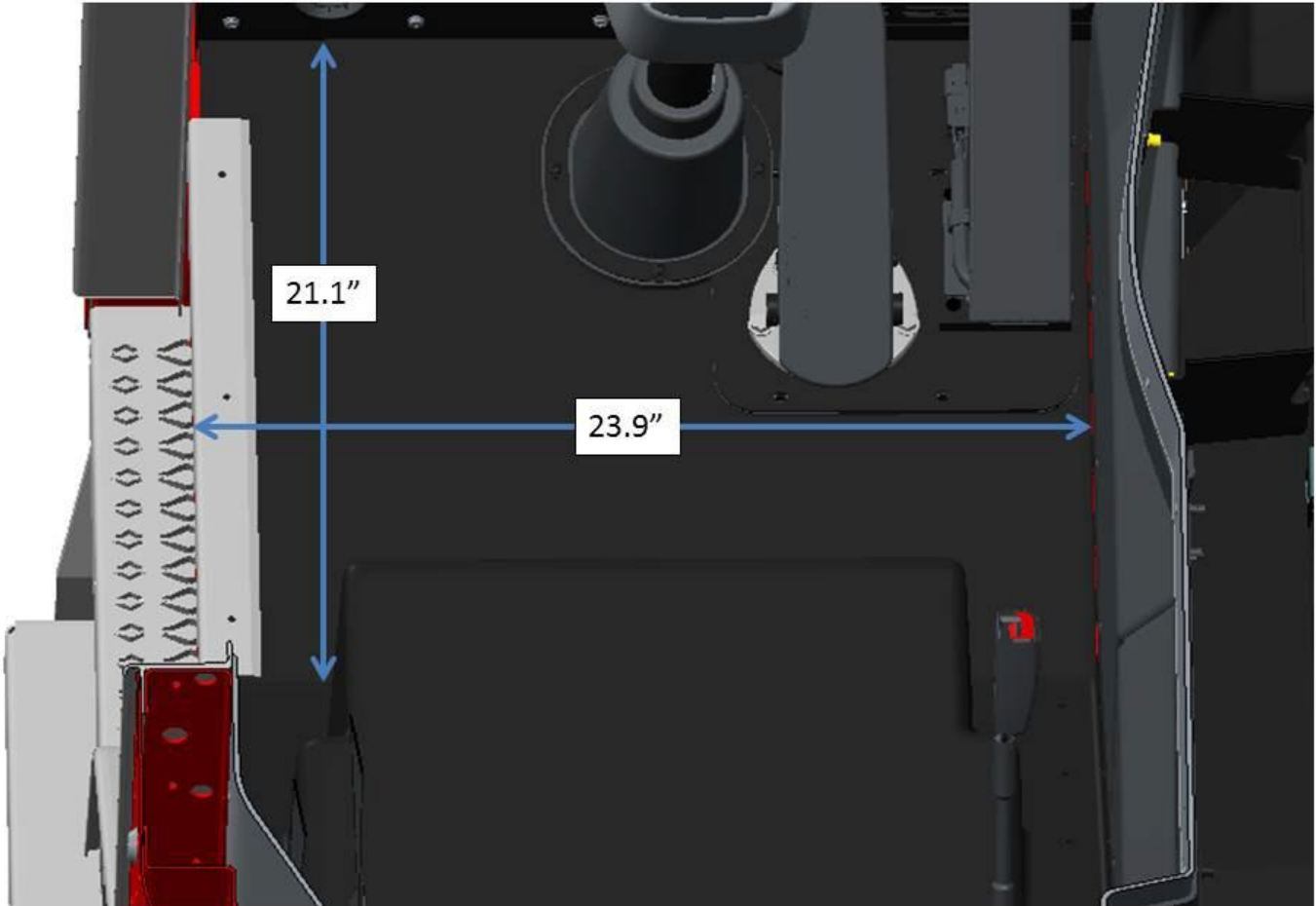


FIGURE 3-6. Floor Dimensions for LH Floor

INTERIOR DIMENSIONS

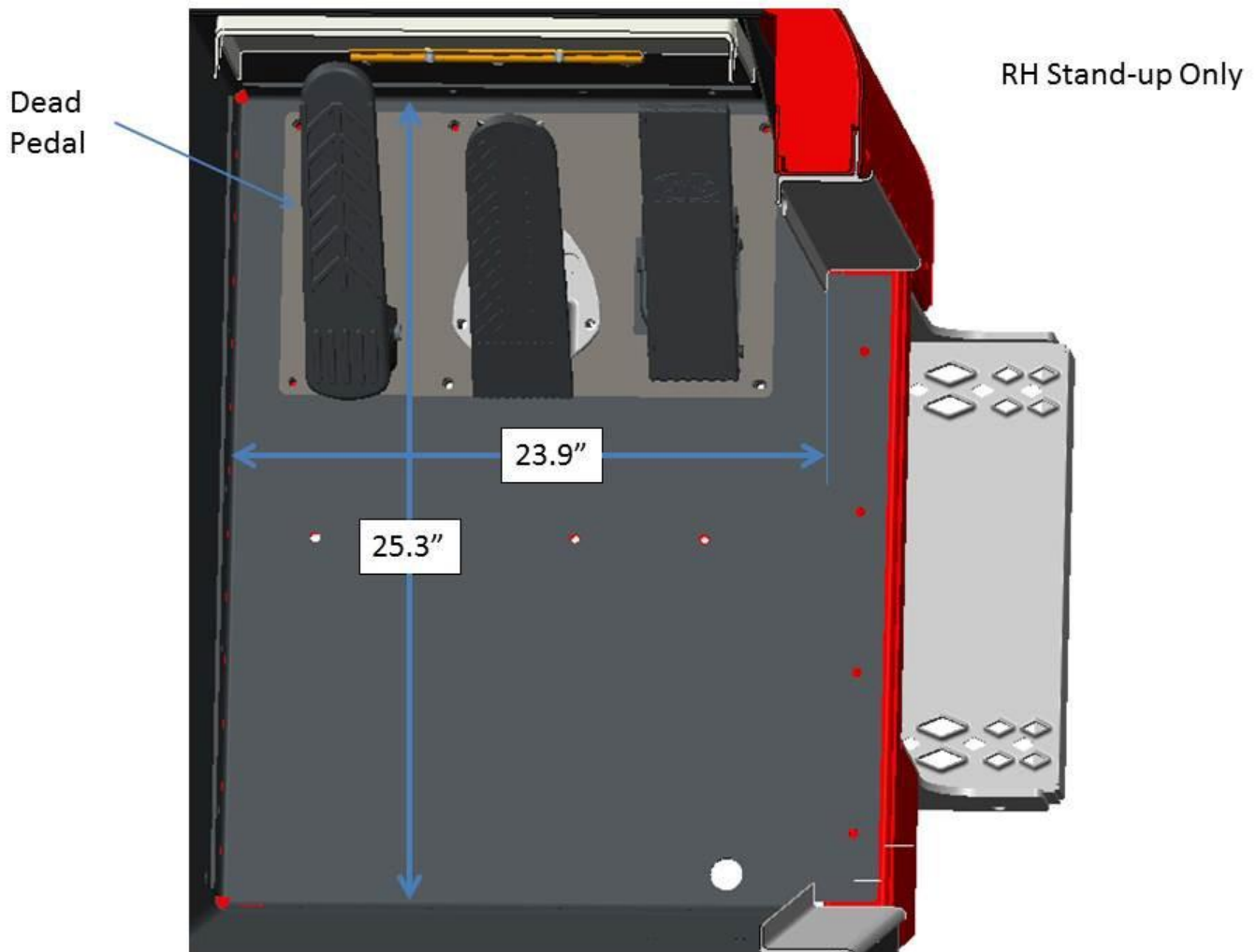


FIGURE 3-7. Passenger Floor RH Stand Up

FRAME RAILS

Frame rail configurations are shown in Figure 3-8. The under cab area of the 520 frame rails are splayed as shown in Figure 3-9. Frame height, flange and structural values can be found in the Body Mounting Section.

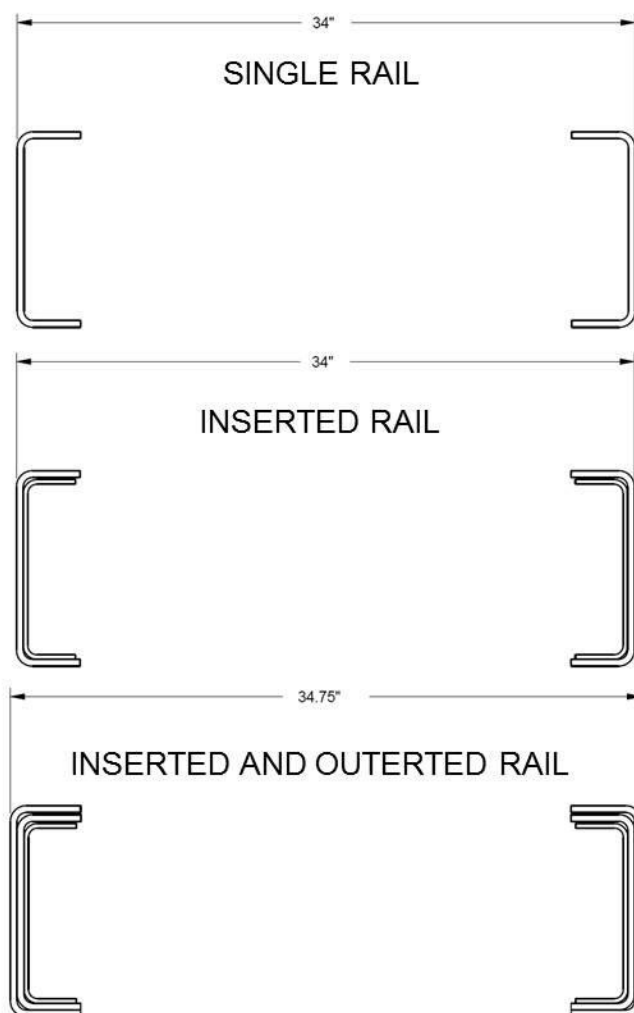


FIGURE 3-8. Frame Rail Configurations



NOTE: The outserted frame section does not extend through the rear suspension area. The outserted frame section does not extend through the splayed area.

FRAME RAILS

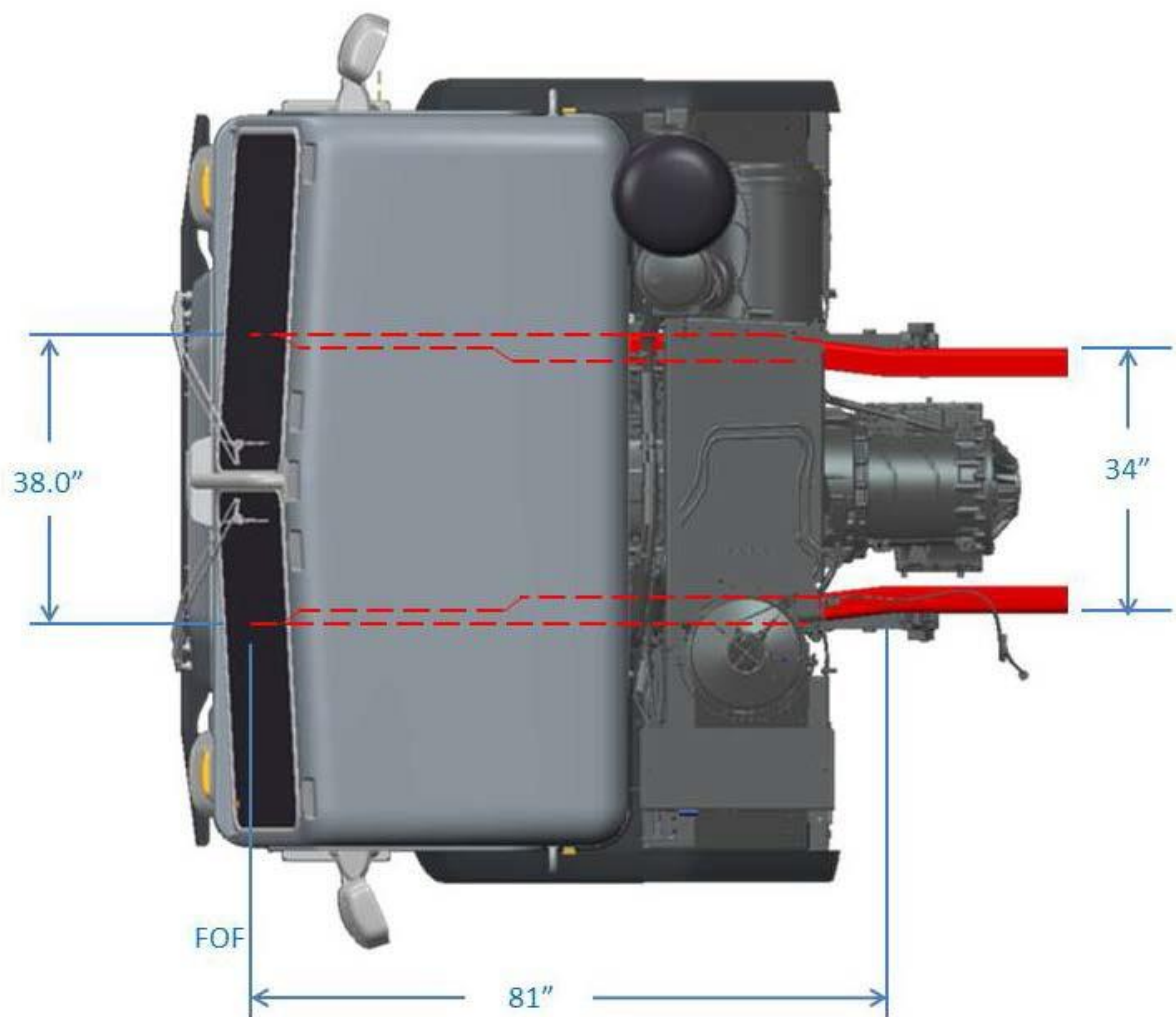


FIGURE 3-9. Model 520 Frame Rail

FRAME HEIGHT CHARTS

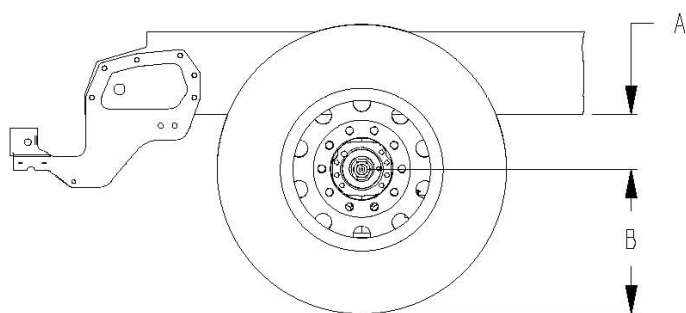
THE FOLLOWING FRAME HEIGHT CHARTS MAY BE USED FOR FINDING APPROXIMATE FRONT AND REAR FRAME HEIGHTS.

THE RESULTS ARE APPROXIMATIONS BECAUSE OF THE MANY VARIABLES SUCH AS TIRE TREAD THICKNESS, MANUFACTURING TOLERANCES, SPRING SET, AND THE LOADING IMPOSED IN THE LOADED SITUATION.

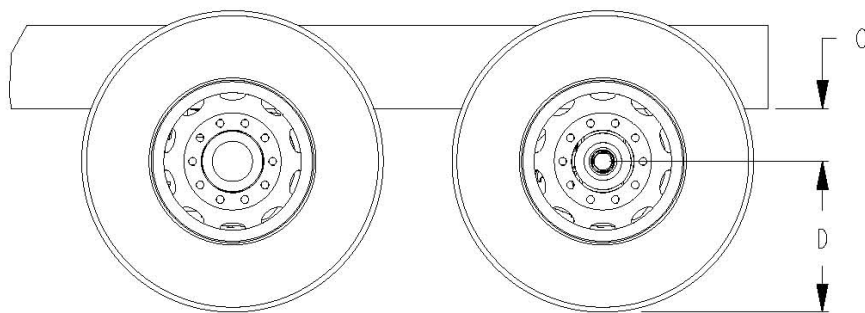
LOADED VALUES ARE QUOTES FOR REPRESENTATIVE LOADS AT THE GROUND FOR THE PARTICULAR SPRING AND AXLE COMBINATION, AND, AS SUCH, CAN VARY WITH LOADING VARIATIONS.

SPECIAL INSTALLATIONS ARE SOMETIMES POSSIBLE WITH CERTAIN SUSPENSIONS ALLOWING VARIATIONS FROM STANDARD. PLEASE CONTACT APPLICATIONS ENGINEERING FOR INFORMATION.

FRONT FRAME HEIGHT



REAR FRAME HEIGHT



NOTES:

- 1) "B" AND "D" DIMENSIONS CAN BE FOUND IN THE TIRES/WHEELS SECTION OR IN THE TIRE VENDOR'S LITERATURE.

FIGURE 3-4. Frame Height

TABLE 3-2. Front Frame Height "A" – 520

FRONT FRAME HEIGHT "A"				
SUSPENSION		SPACER (mm)	LIGHT (in.)	LOADED (in.)
20,000 lbs.	TAPERLEAF	OMIT	14.0	10.9
		25 mm (2)	15.0	11.9
17,000-23,000 lbs.	TAPERLEAF @ 18,000 lbs.	OMIT (1)	12.2	10.7
		25 mm	13.15	10.65
	TAPERLEAF @ 20,000 lbs.	OMIT (1)	12.5	9.5
		25 MM	13.5	10.5
17,000-23,000 lbs.	TAPERLEAF @ 23,000 lbs.	OMIT (1)	12.9	9.1
		25 mm	13.9	10.1
36,000 lbs.	TANDEM 4	25 mm (2)	13.2	11.2

NOTES:

- 1) Omit spacer block standard.
- 2) 25mm spacer block standard and required.
- 3) Standard 3-1/2" drop axle heights shown, for 5" drop axles, subtract an additional 1-1/2".
- 4) Spacer blocks are used by Engineering to obtain level frame and are not options.
- 5) "A" dimension shown is to bottom of frame rail. Add frame rail height dimension for frame height.

REAR FRAME HEIGHTS "C"

TABLE 3-3. Single Drive Suspension Heights

Suspension	Rating	Version	Light Height	Laden Height
LOW AIR LEAF	21,000 lbs.	Standard	6.8	6.5
AIR TRAC	20,000 lbs.	Standard	11.4	11.0
	23,000 lbs.	Standard	11.4	11.0
REYCO 79KB	20,000 lbs.	Taper-leaf (3.38" saddle)	9.4	11.8
	21,000 lbs.	Taper-leaf (1.38" saddle)	7.4	9.8
	23,000 lbs.	Multi-leaf (1.38" saddle)	8.8	11.6
	26,000 lbs.	Multi-leaf (1.38" saddle)	9.2	11.8
	28,000 lbs.	Multi-leaf (1.38" saddle)	9.6	12.3
	31,000 lbs.	Multi-leaf (1.38" saddle)	10.7	13.3
REYCO 102	23K-29K lbs.	4.38 saddle	12.0	10.2
	23K-29K lbs.	4.63 saddle	12.2	10.4
	29,000 lbs.	3.50 saddle	11.7	10.0
	31,000 lbs.	3.50 saddle	12.2	10.5
	31,000 lbs.	4.38 saddle	12.5	10.7
	31,000 lbs.	4.63 saddle	12.7	10.9
REYCO 102AR (AIR)	17K -23K	Standard	9.3	9.3
		Low	8.3	8.3

TABLE 3-4. Tandem Drive Peterbilt Suspension Heights

Suspension	Rating	Version	Light Height	Laden Height
AIR LEAF	38,000 lbs.		12.0	11.7
LOW AIR LEAF	40,000 lbs.		8.8	8.5
FLEX AIR	38,000 lbs.		8.8	8.5
LOW-LOW AIR LEAF	40,000 lbs.		6.8	6.5
AIR TRAC	40K-46K lbs.		11.4	11.0
QUADRAFLEX	38,000 lbs.	Taper-leaf	10.6	8.7

TABLE 3-5. Tandem Drive Neway Suspension Heights

Suspension	Rating	Version	Light Height	Laden Height
NEWAY AD	52,000 lbs.		10.0	10.0
NEWAY ADZ	46K-52K lbs.		10.0	10.0

TABLE 3-6. Tandem Drive Reyco Suspension Heights

Suspension	Rating	Version	Light Height	Laden Height
REYCO 102 MULTILEAF	40,000 lbs.	1.75 saddle (STD)	11.7	9.8
		1.38 saddle	10.2	8.3
		3.38 saddle	13.4	11.5
	44,000 lbs.	1.75 saddle (STD)	11.7	9.8
		1.38 saddle	11.5	9.7
REYCO 102AR (AIR)	34K-40K	STD LOW	8.3	8.3

TABLE 3-7. Tandem Drive Chalmers Suspension Heights

Suspension	Rating	Version	Light Height	Laden Height
CHALMERS 854 & 860	40,000 lbs.	LOW	11.1	8.9
		HIGH	12.4	10.2
		X-HIGH	14.5	12.2
		XX-HIGH	17.2	14.9
CHALMERS 854 & 860	46,000 lbs.	LOW	11.3	8.9
		HIGH	12.5	10.1
		X-HIGH	14.7	12.2
		XX-HIGH	17.3	14.9
CHALMERS 854 & 860	50K-52K	LOW	11.3	8.9
		HIGH	12.5	10.1
		X-HIGH	14.6	12.1
		XX-HIGH	17.3	14.8
CHALMERS 872	46,000 lbs.	LOW	11.2	8.8
		HIGH	12.5	10.3
		X-HIGH	14.6	12.2
		XX-HIGH	17.3	14.9
CHALMERS 872	50,000 lbs.	LOW	11.2	8.8
		HIGH	12.5	10.3
		X-HIGH	14.6	12.1
		XX-HIGH	17.3	14.8

NOTES:

- 1) Laden dimension shown with standard restrictor cans. Add 0.7" for #29 High Stability Restrictor Cans.

TABLE 3-8. Tandem Drive Hendrickson Suspension Heights

Suspension	Rating	Version	Light Height	Laden Height
RT-403	40,000 lbs.	6.00	9.9	8.9
		7.188 (std.)	11.2	10.1
RTE-403	40,000 lbs.	6.00	9.9	8.4
		7.188 (std.)	11.2	9.5
R-403	40,000 lbs.	12.80	5.8	5.8
		15.81 (std.)	8.8	8.8
		17.60	10.6	10.6
RS-403	40,000 lbs.	12.25	9.9	9.1
		14.00 (std.)	11.7	10.8
		15.25	12.9	12.1
HMX	40,000 lbs.	16.5 (low)	10.6	9.5
		18.5 (std.)	12.6	11.5
HMX	46,000 lbs.	16.5 (low)	10.6	9.5
		18.5 (std.)	12.6	11.5
HN462	46,000 lbs.	20.25 (high)	15.0	13.3
R-463	46,000 lbs.	15.75 (std.)	8.8	8.8
		20.50	13.5	13.5
RS-463	46,000 lbs.	12.25	9.7	8.9
		14.0 (std.)	11.5	10.6
		15.25	12.7	11.9
RT-463	46,000 lbs.	6.00	11.3	10.5
		7.188 (std.)	13.0	11.4
		11.00	16.3	15.2
RTE-463	46,000 lbs.	7.188 (std.)	11.6	10.2
		11.00	15.4	14.0
RS-503	50,000 lbs.	14.0 (std.)	11.7	10.8
		15.25	12.9	12.1
RT-503	50,000 lbs.	7.188 (std.)	12.1	11.1
		11.0 1	16.4	15.4
RTE-503	50,000 lbs.	7.188 (std.)	11.6	10.2
		11.00	15.4	14.0
RS-523	52,000 lbs.	14.0 (std.)	11.7	10.8
RT-523 , RT-650	52K-65K	7.188 (std.)	12.1	11.1
		11.00	16.4	15.4
HN522	52,000 lbs.	18.50 (std.)	12.6	11.5
RS650	65,000 lbs.	15.00 (std.)	12.0 ¹	11.0 ²
		19.00	16.0 ²	15.1 ²
R650 *	65,000 lbs.	20.25 (std.)	12.5	12.5
R850 w/70K Meritor	85,000 lbs.	20.25	12.0	12.0
R850 w/SISU 70K		20.25	12.1	12.1
RS850 w/SISU 70K	85,000 lbs.	16.75	11.5	10.6

NOTES:

- 1) With SISU 70k axle subtract 0.39" from light/laden
- 2) With SISU 70k axle subtract 0.28" from light and 0.39" from laden

TABLE 3-9. Tri-Drive Suspension Heights

SUSPENSION	RATING (lbs.)		LIGHT (in.)	LOADED (in.)
TRI-DRIVE SUSPENSION				
AIR TRAC	40K-46K		11.4	11.0
NEWAY ADZ369	69,000		10.0	10.0
NEWAY ADZ378	78,000		10.0	10.0

REAR SUSPENSION LAYOUTS

The rear suspension layouts are provided as a tool to help layout bodies prior to arrival. The applicable dimensions are shown. Verify the axle spacing that is shown, as alternate spacing may exist and could change some of the dimensions. The dimensions shown below are the most typical installations, in special cases some hole locations will move.

If the holes shown will be used for body installation, please confirm with the local Peterbilt dealer the drawing below will be the installation used on the specific truck. In this case, ordering the frame layout of the chassis is advised. This can be done on any Peterbilt truck, and will be provided ahead of the build schedule. Ensure proper torque to reinstall any suspension components. See Tables 5-1 and 5-2 on page 5-4.

For hole locations not detailed, please work with the local Peterbilt Dealer to request that information.

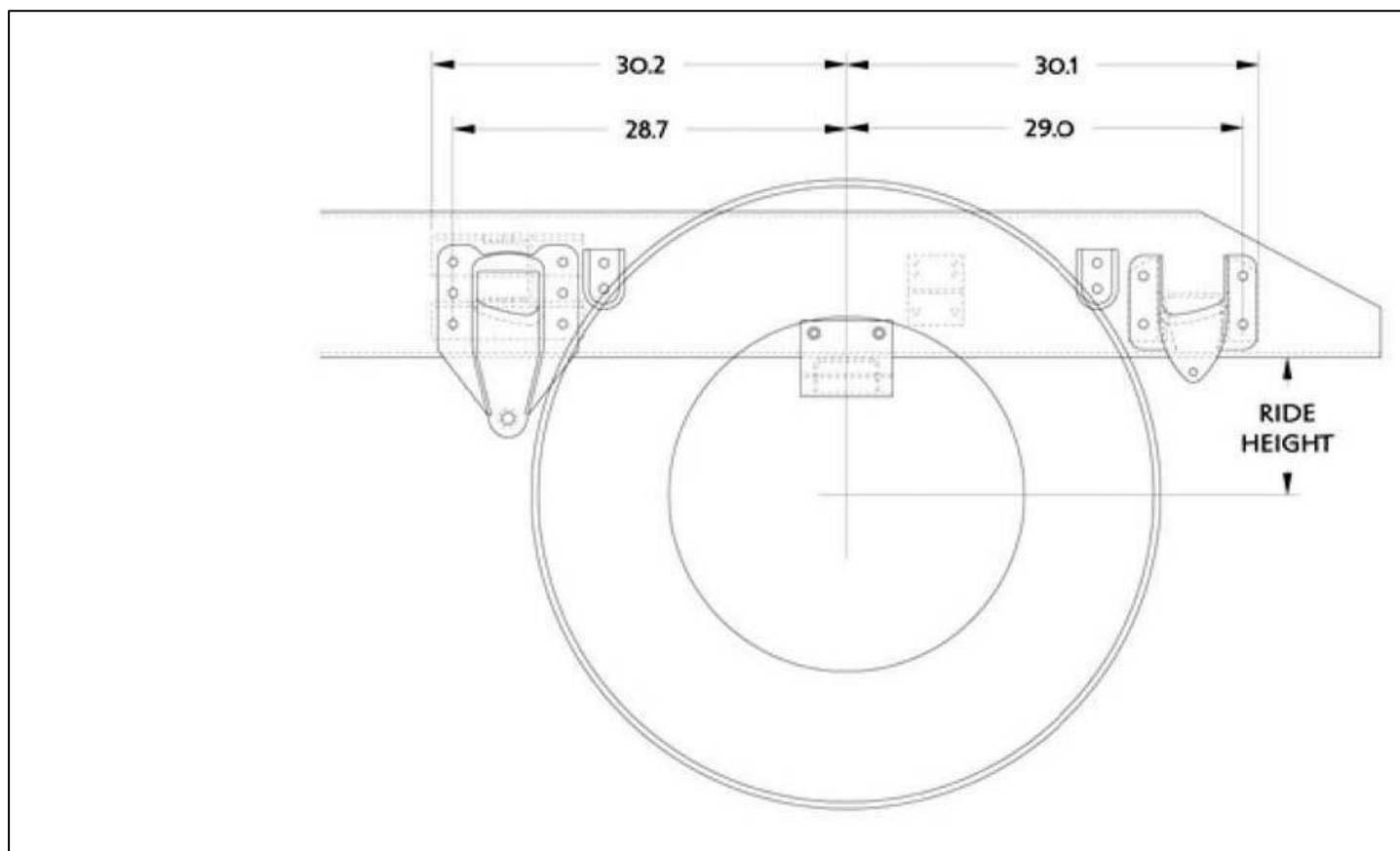


FIGURE 3-5. Reyco 79KB Frame Drilling (Dimensions In Millimeters)

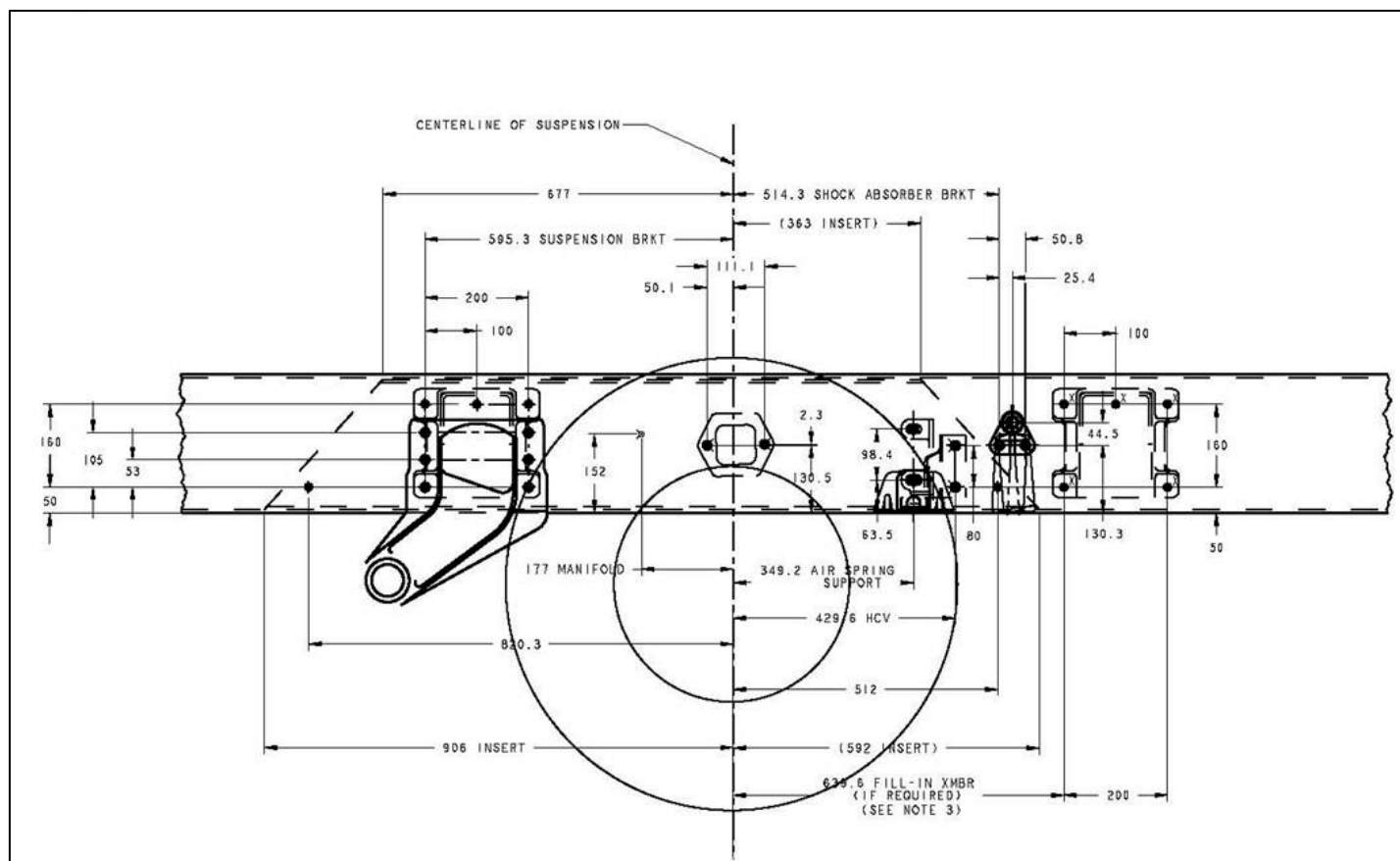


FIGURE 3-6. Reyco 102AR Frame Drilling (Dimensions In Millimeters)

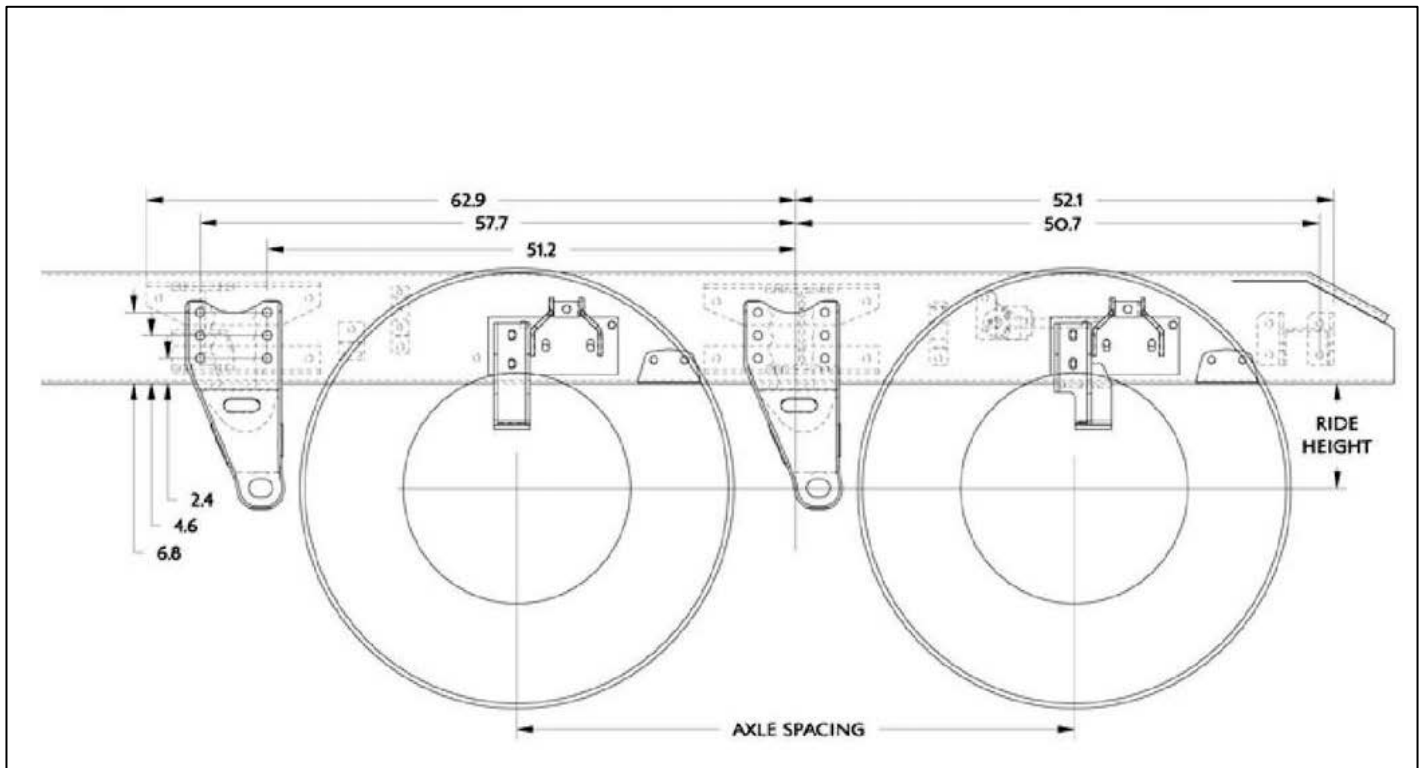


FIGURE 3-7. Neway ADZ 252 Frame Drilling (Dimensions In Millimeters)

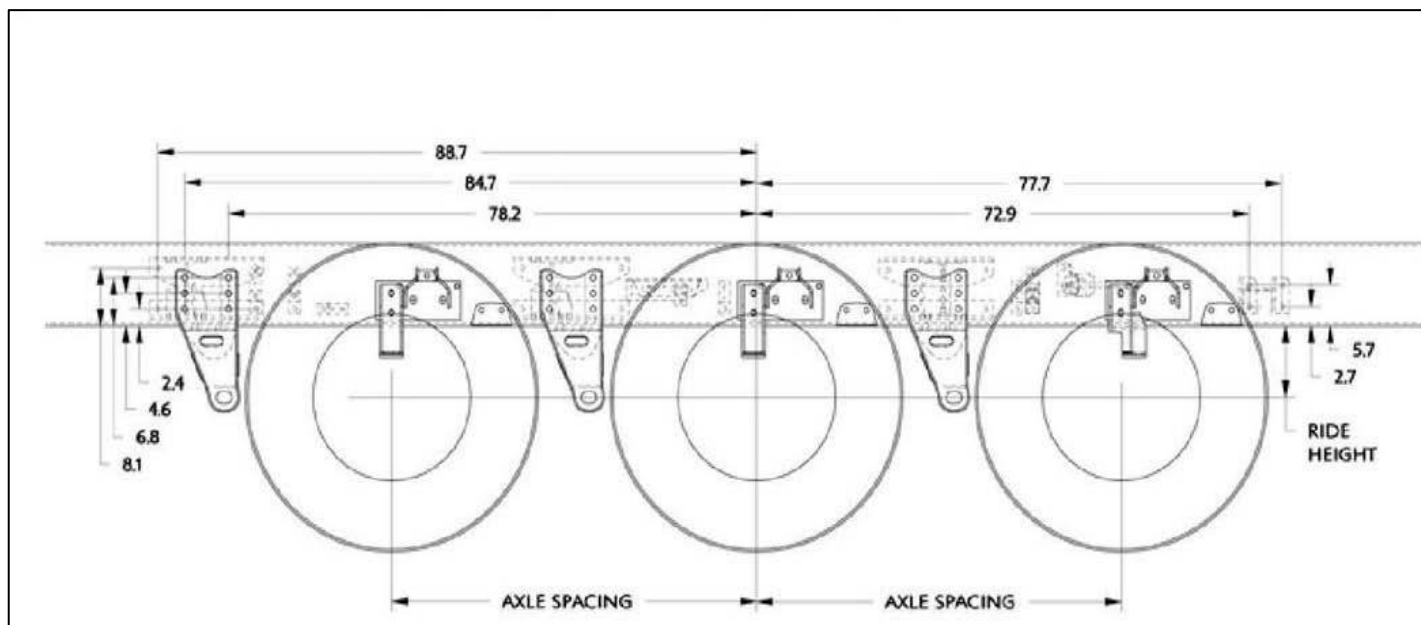


FIGURE 3-8. Neway ADZ 369/378 Frame Drilling (Dimensions In Millimeters)

Peterbilt Air Leaf Tandem Suspension (shown with 52" axle spacing)

Peterbilt Motors Company

[illegible]

FIGURE 3-10. Peterbilt Air Trac Single Frame Drilling (Dimensions In Millimeters)

Peterbilt Air Trac Tandem Suspension (shown with 52" axle spacing)

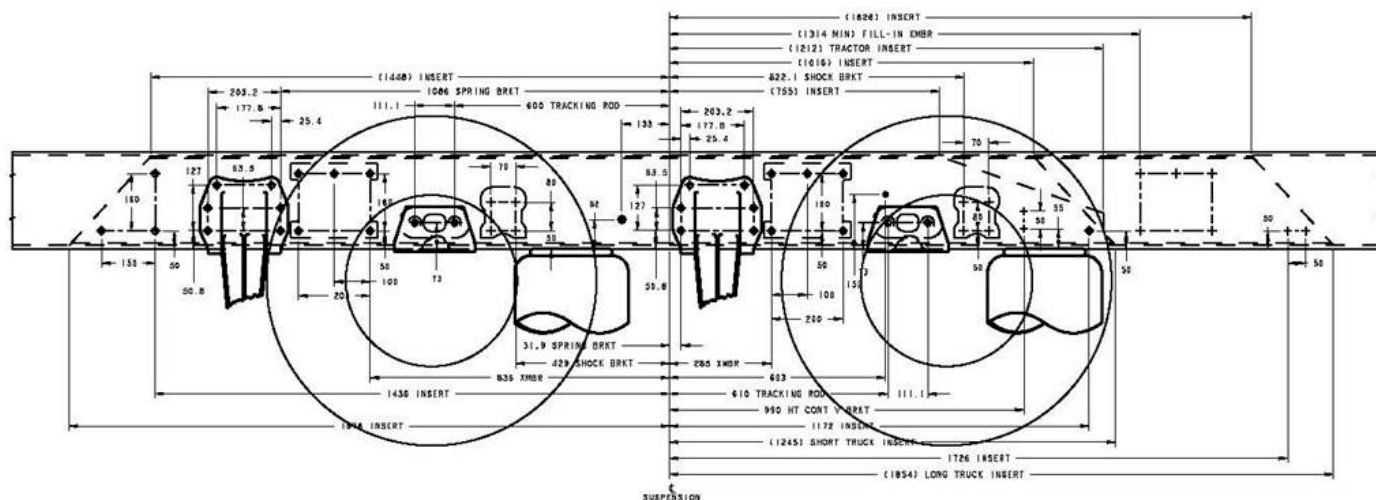


FIGURE 3-11. Peterbilt Air Trac Tandem Frame Drilling (Dimensions In Millimeters)

Peterbilt Air Trac Tri-Drive Suspension (shown with 54" axle spacing)

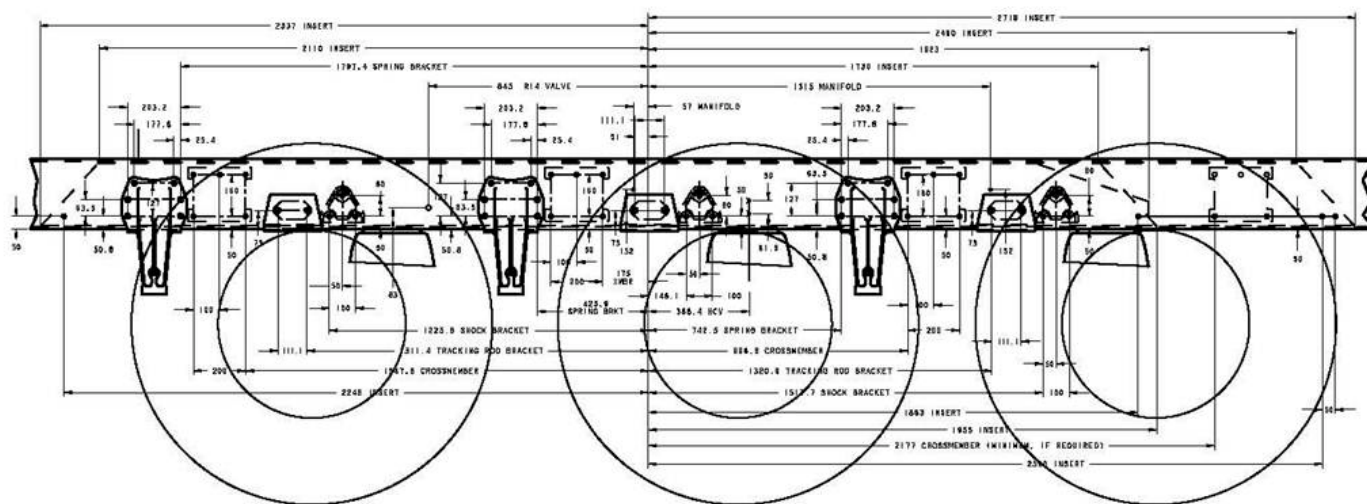


FIGURE 3-12. Peterbilt Air Trac Tri-Drive Frame Drilling (Dimensions In Millimeters)

[illegible]

Peterbilt Motors Company

Chalmers 854 Tandem Suspension (shown with 54" axle spacing)

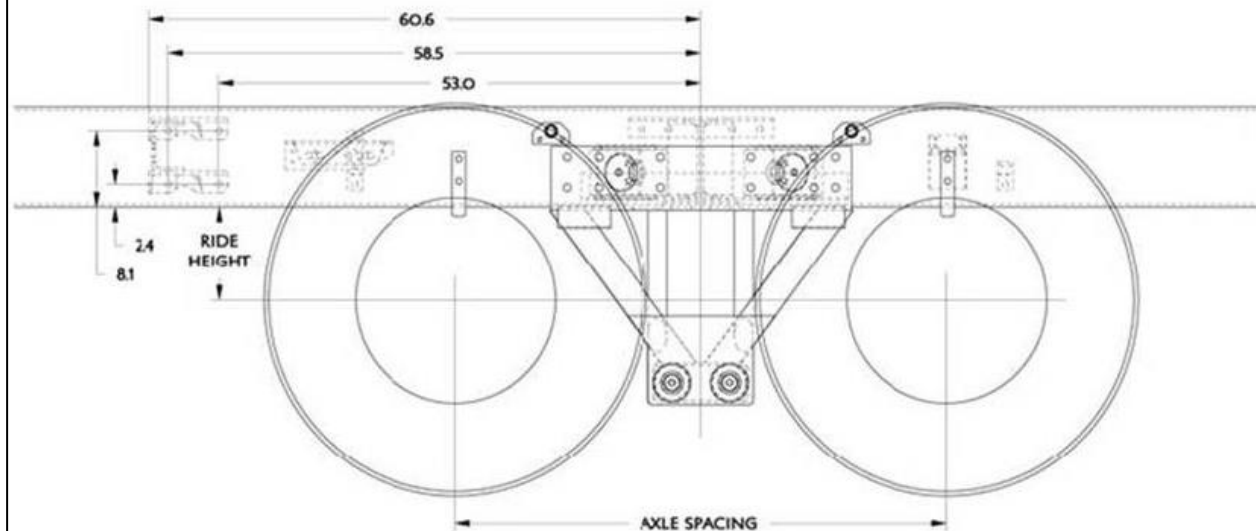


FIGURE 3-14. Chalmers 854 Tandem Frame Drilling

Hendrickson HMX Tandem Suspension (shown with 54" axle spacing w/o tracking rods)

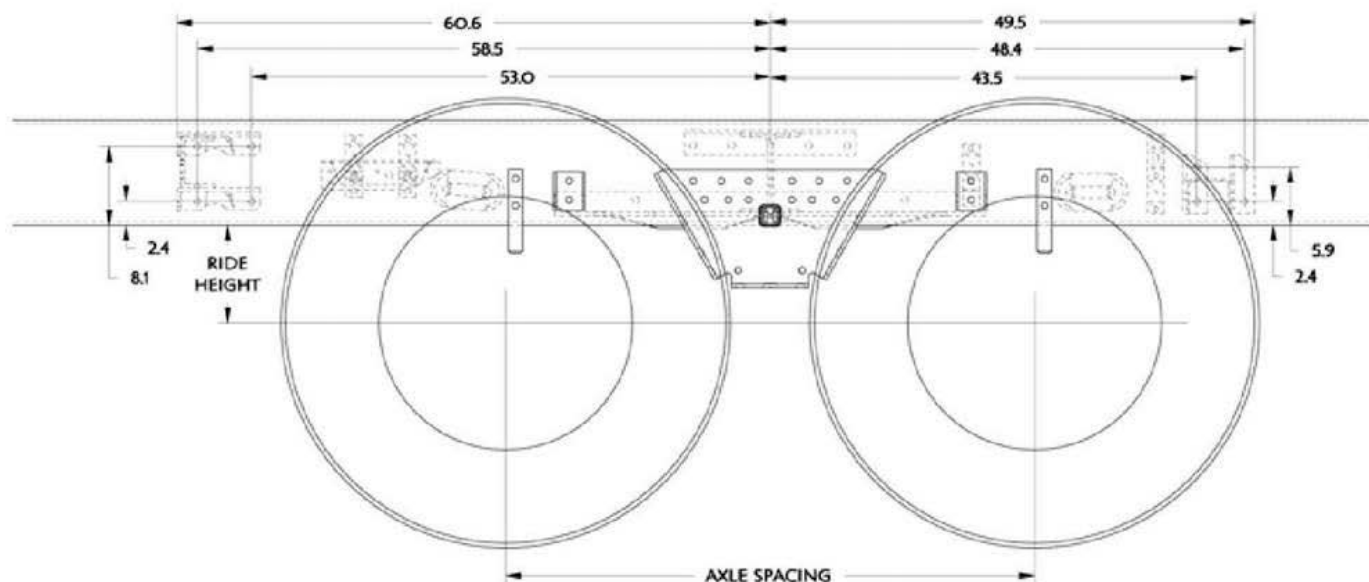


FIGURE 3-15. Hendrickson HMX Tandem Frame Drilling

Hendrickson RT/RTE Tandem Suspension (shown with 54" axle spacing w/o tracking rods)

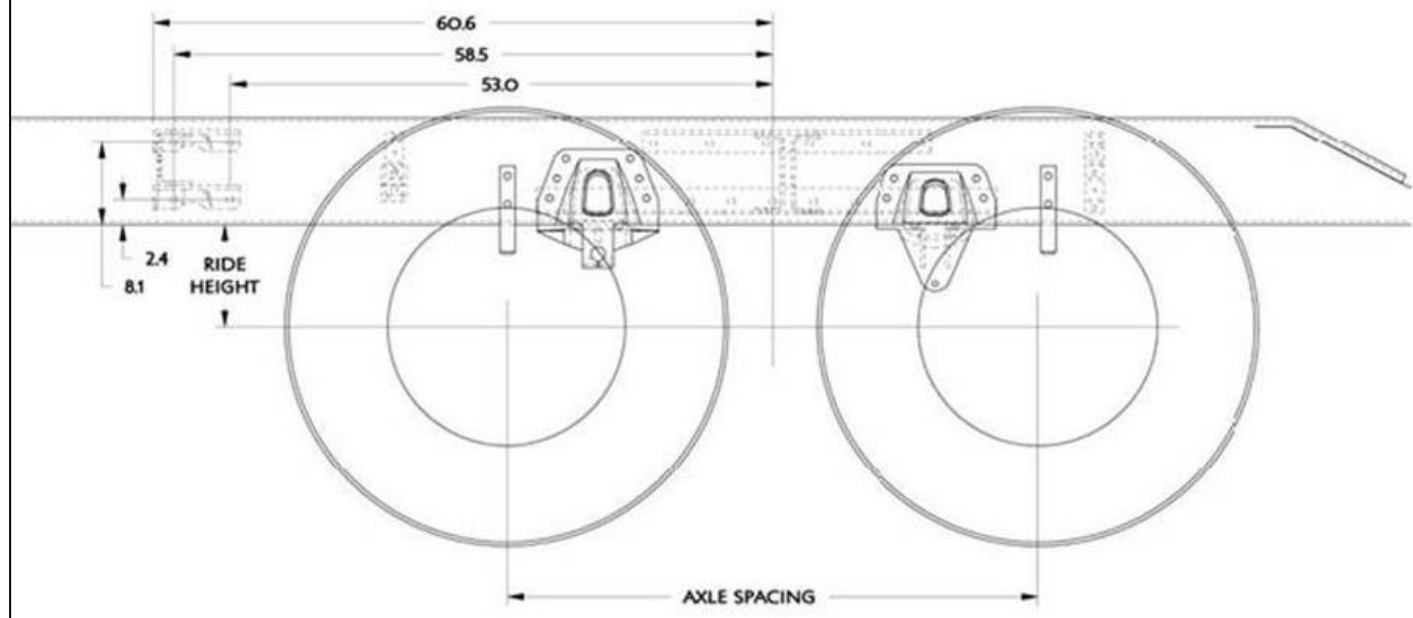


FIGURE 3-16. Hendrickson RT/RTE Tandem Frame Drilling

Hendrickson HN Tandem Suspension (shown with 54" axle spacing)

This technical drawing illustrates the side view of a Hendrickson HN Tandem Suspension system, configured with a 54-inch axle spacing. The diagram shows two axles mounted on a common frame, with various components labeled and dimensioned.

Key Dimensions:

- Overall Length:** 1764.0 INCHES
- Distance between Axle Centers:** 54.0 INCHES
- Distance from Front End to First Axle Center:** 1300 FWD END
- Distance from Second Axle Center to Rear End:** 800 INCHES
- Distance between Axle Centers:** 54.0 INCHES
- Distance from Rear End to Last Axle Center:** 100 INCHES
- Distance between Axle Centers:** 54.0 INCHES
- Distance from Front End to First Axle Center:** 1300 FWD END
- Distance from Second Axle Center to Rear End:** 800 INCHES
- Distance between Axle Centers:** 54.0 INCHES
- Distance from Rear End to Last Axle Center:** 100 INCHES

Components and Labels:

- 1000 INSERT
- 500 INSERT
- 50.8
- 115.0
- 55.7
- 57.2
- 1300 FWD END
- (1535)
- 1764.0 INSERT
- 200
- 100
- 50
- 59.5
- 106.7
- 127.0
- 330.2
- 348.5
- 520.7
- 59.5
- 106.7
- 127.0
- 330.2
- 348.5
- 520.7
- MANIFOLD
- 500 INSERT
- 800 INSERT
- 100
- (1640)
- (1100 MIN) FILL-IN XMBR
- (1827)
- (1590)
- SEE NOTE 7
- (1411)

SUSPENSION AND XMBR (BOGIE)

Peterbilt Motors Company

Hendrickson R Tandem Suspension

FIGURE 3-18. Hendrickson R Tandem Frame Drilling (Dimensions In Millimeters)

Hendrickson RS Tandem Suspension

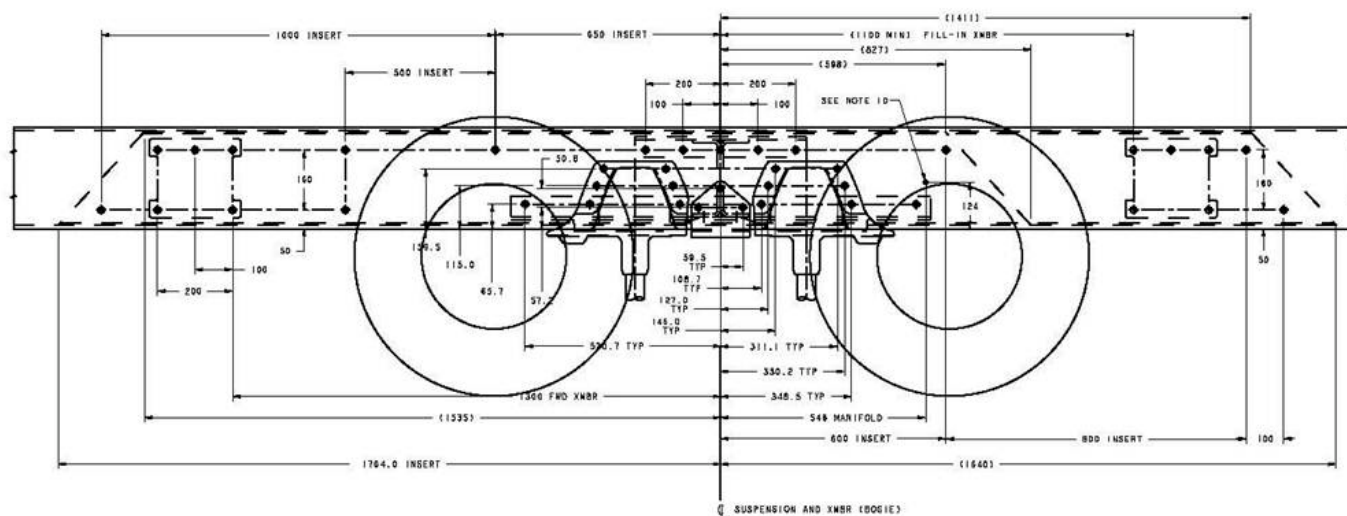


FIGURE 3-19. Hendrickson RS Tandem Frame Drilling (Dimensions In Millimeters)

PUSHER AND TAG AXLE LAYOUTS

The rear pusher axle layouts are provided as a tool to help layout bodies prior to arrival. The applicable dimensions are shown. When using the pusher layouts to determine available frame space please be aware clearances required are not shown. For information that may not be detailed in these drawings, work with your local Peterbilt Dealer to request that information.

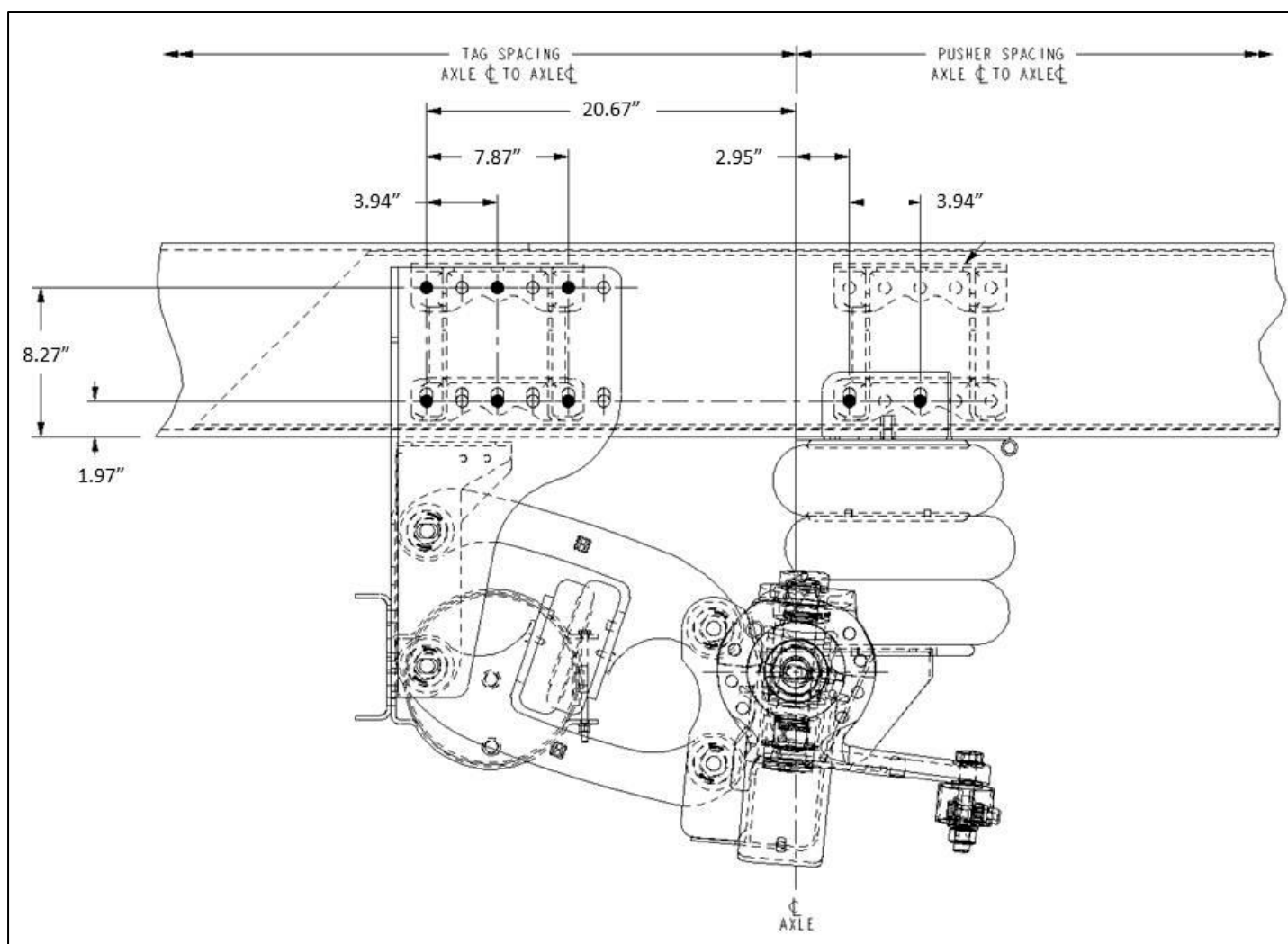


FIGURE 3-20. Hendrickson SC8, SC10, SC13, SCO13, FX or FXO Pusher or Tag

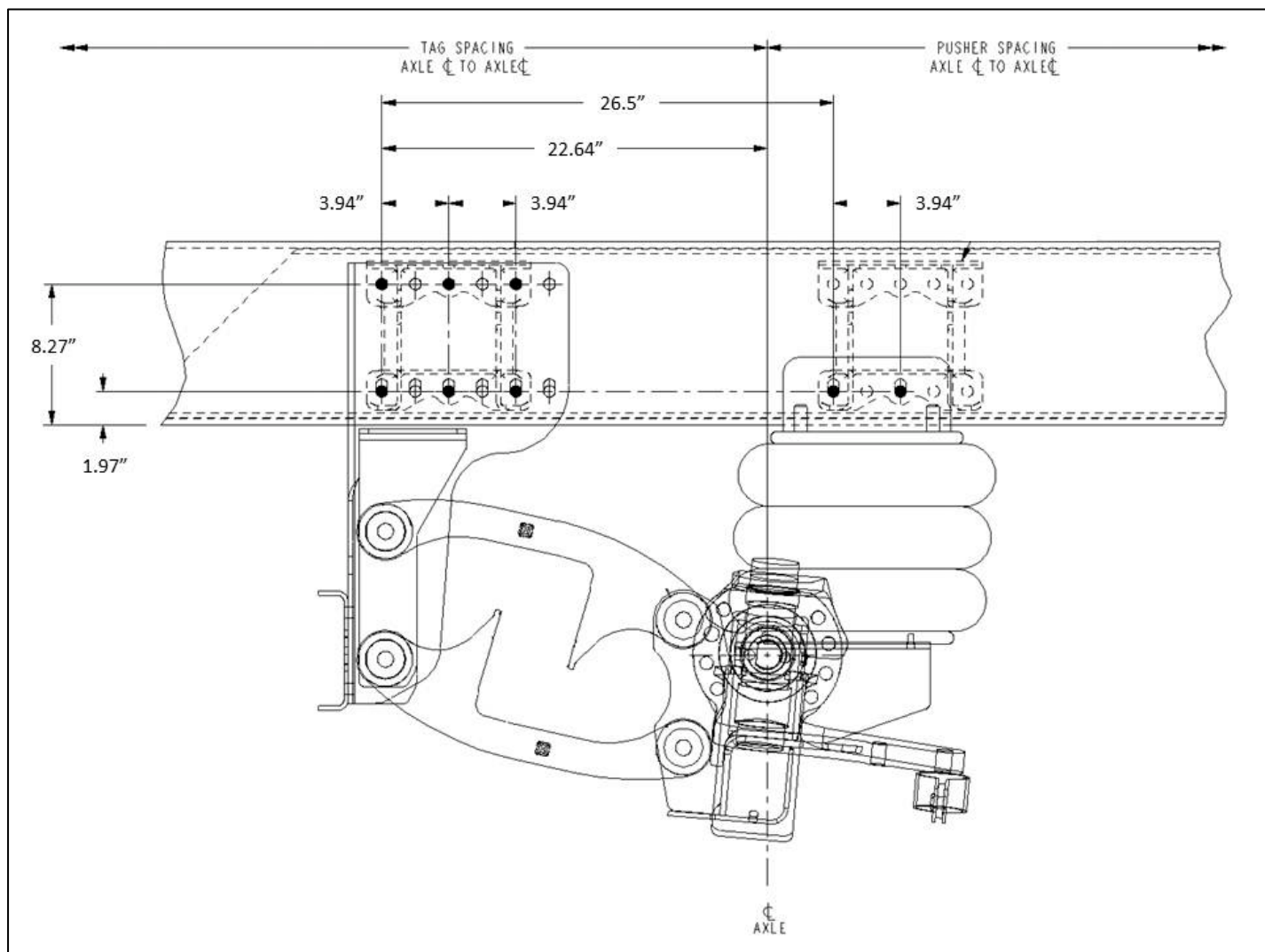


FIGURE 3-21. Hendrickson SC20 Pusher or Tag

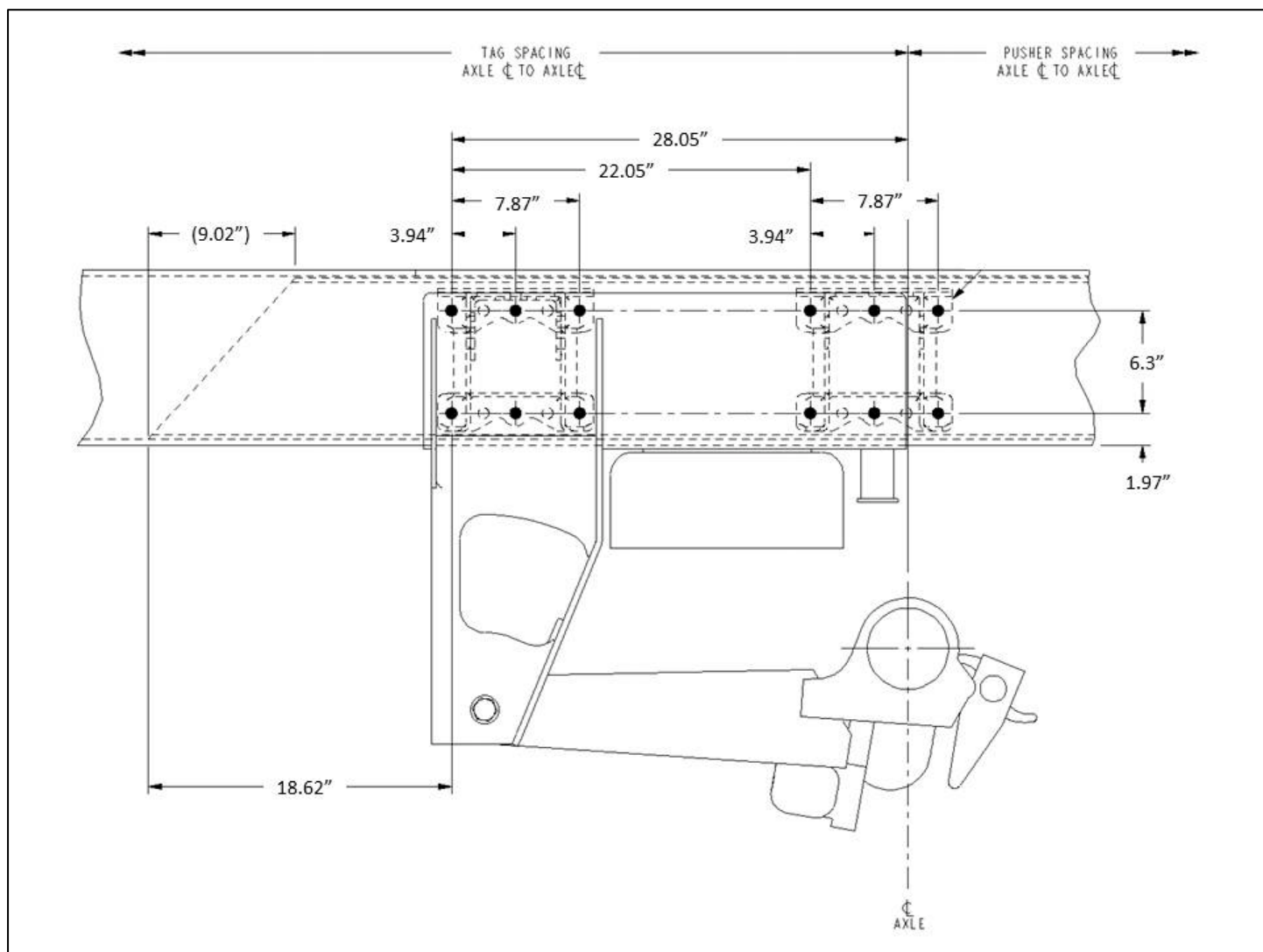


FIGURE 3-22. Hendrickson HLR2 Pusher

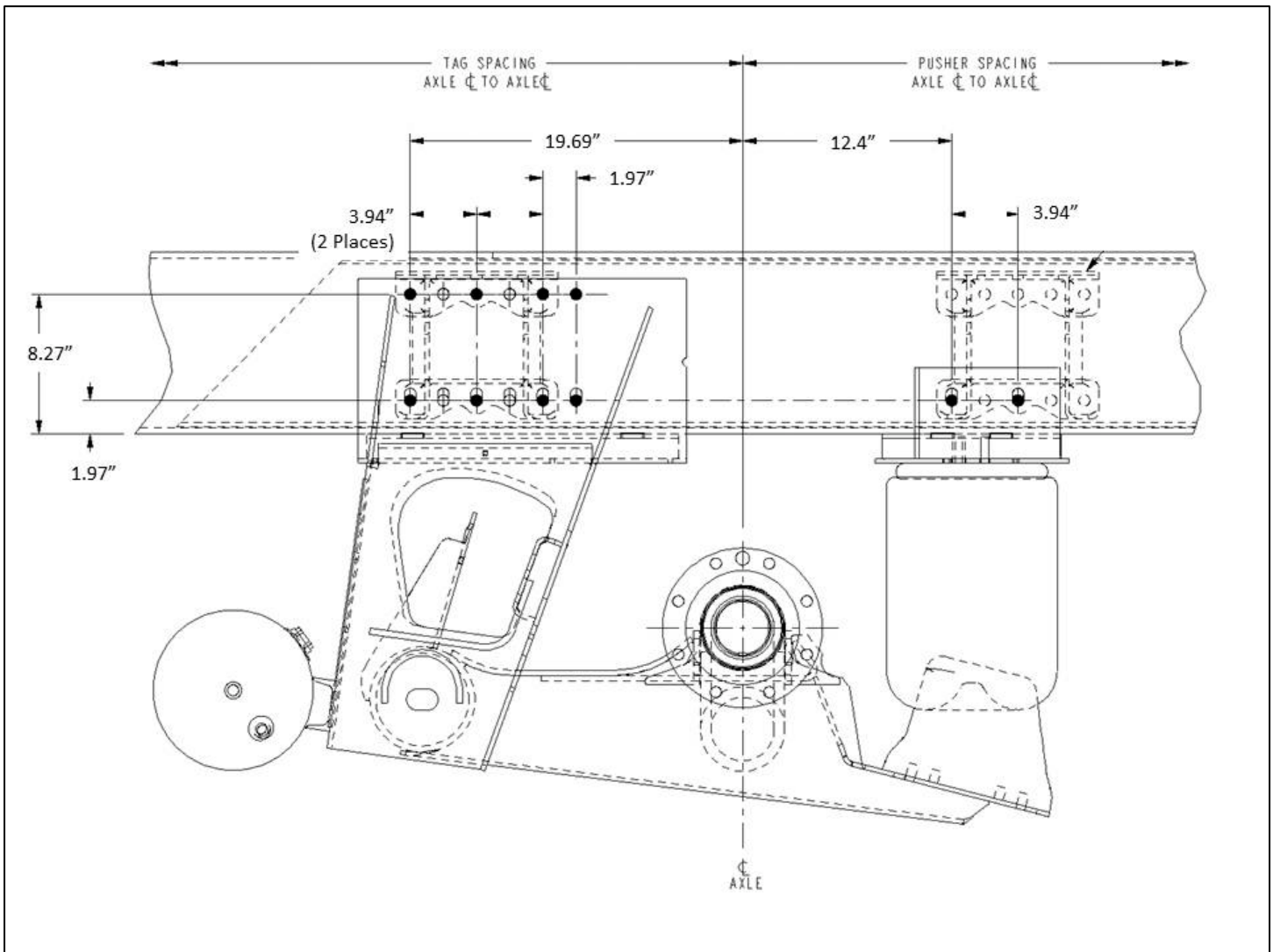


FIGURE 3-23. Hendrickson HLM Pusher or Tag

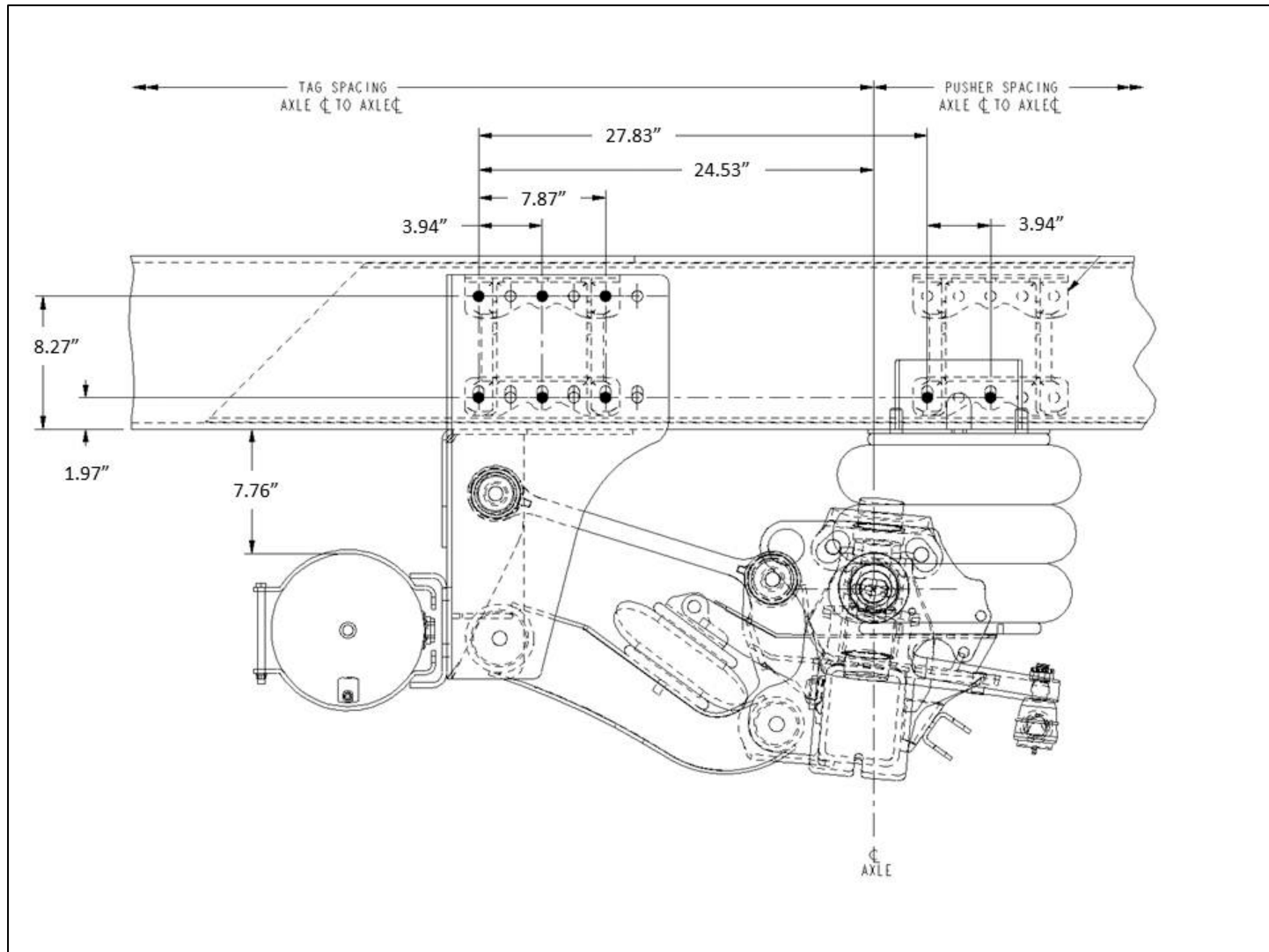


FIGURE 3-24. Watson-Chalin SL2065 Pusher or Tag

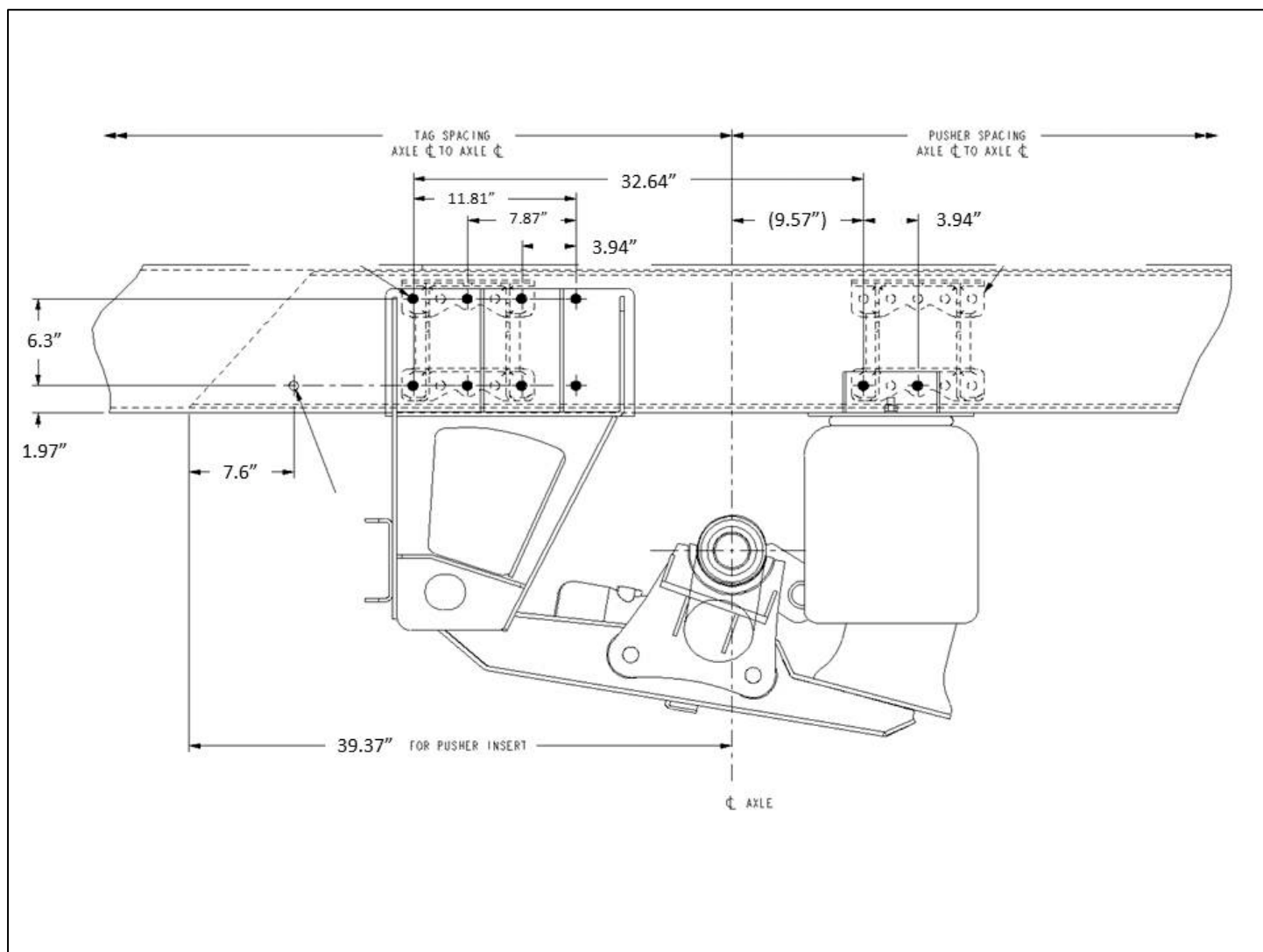


FIGURE 3-25. Watson-Chalin AL2200 Pusher or Tag

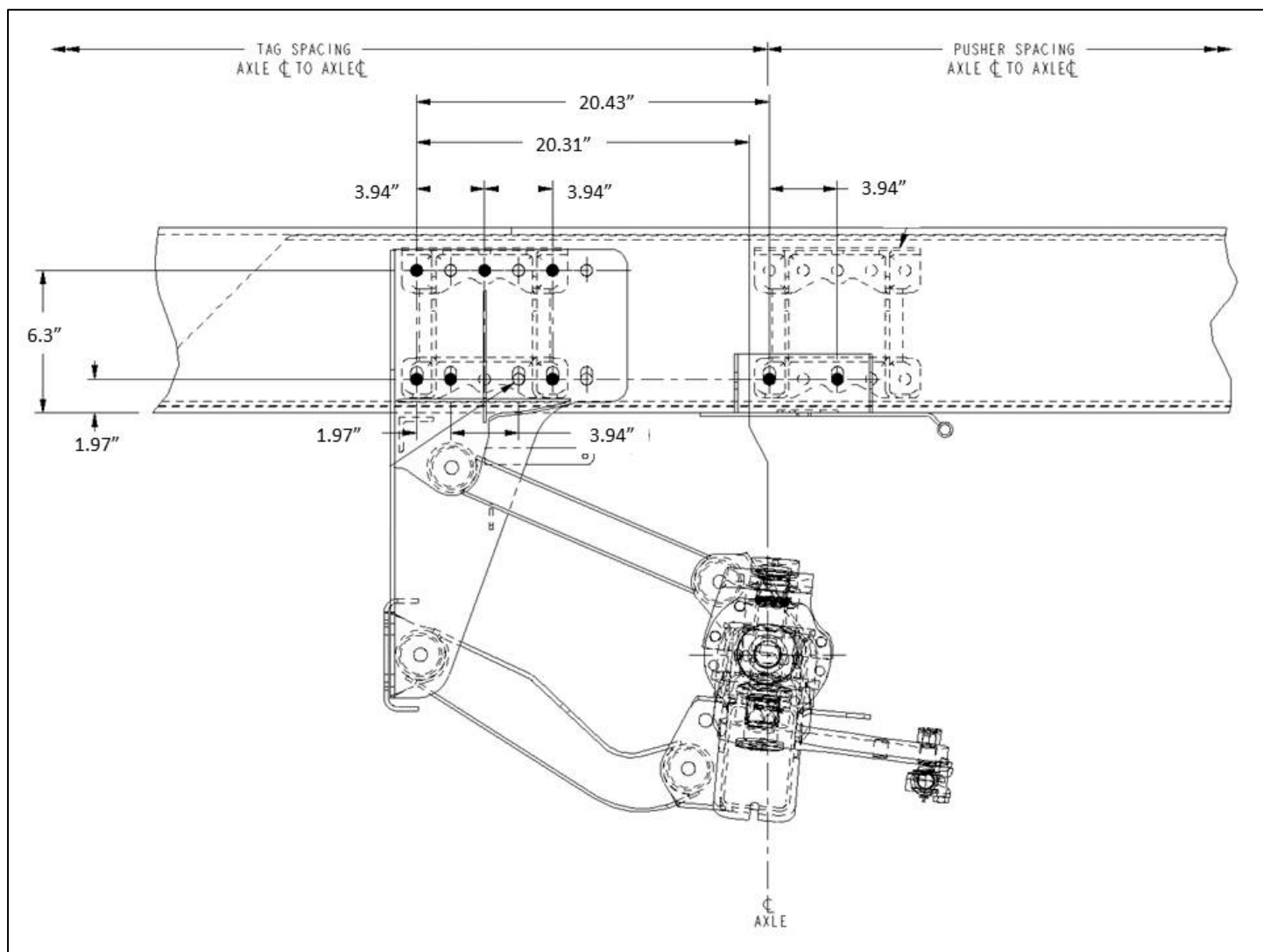


FIGURE 3-26. Watson-Chalin SL0893SSR or SL1093SSR Pusher or Tag

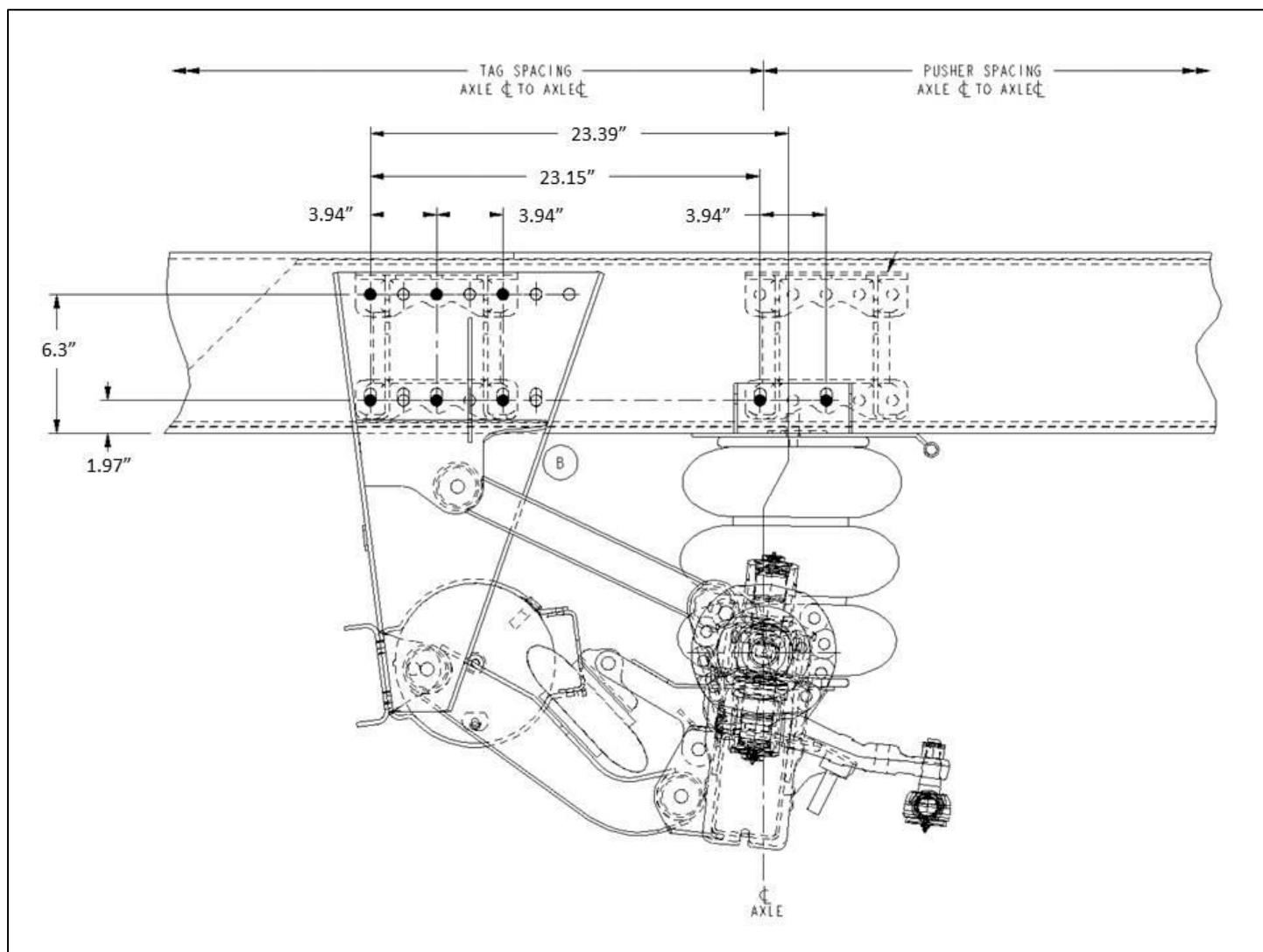


FIGURE 3-27. Watson-Chalin SL1190SSR Pusher or Tag

EXHAUST HEIGHT CALCULATIONS

The exhaust height calculations are provided as a tool to help layout bodies prior to arrival as well as aid in exhaust configuration selection.

Please work with the local Peterbilt Dealer to request additional information if required.

The overall exhaust height (EH) can be estimated based on the following formula: $EH = Y + SPL + (A + B + C + D) / 2$

TABLE 3-10. Exhaust Heights

"Y" Dimension					
Exhaust Location	ISX12 EPA 2013	ISLG	ISLG Near Zero	MX-11	PX-9 HHP PX-9 MHP
BOC Vertical	67.2"	74.2"	80.5"	84.4"	81.2" 79.7"

- NOTES:**
- 1) For "A" and "C" values, reference the FRAME HEIGHTS section for front or rear suspension height.
 - 2) For "B" and "D" values, reference the tire manufacturer's website or catalog for static loaded radius (SLR).
 - 3) For Stand Pipe Length (SPL) values, reference the truck sales order.
 - 4) Not applicable to horizontal exhaust.

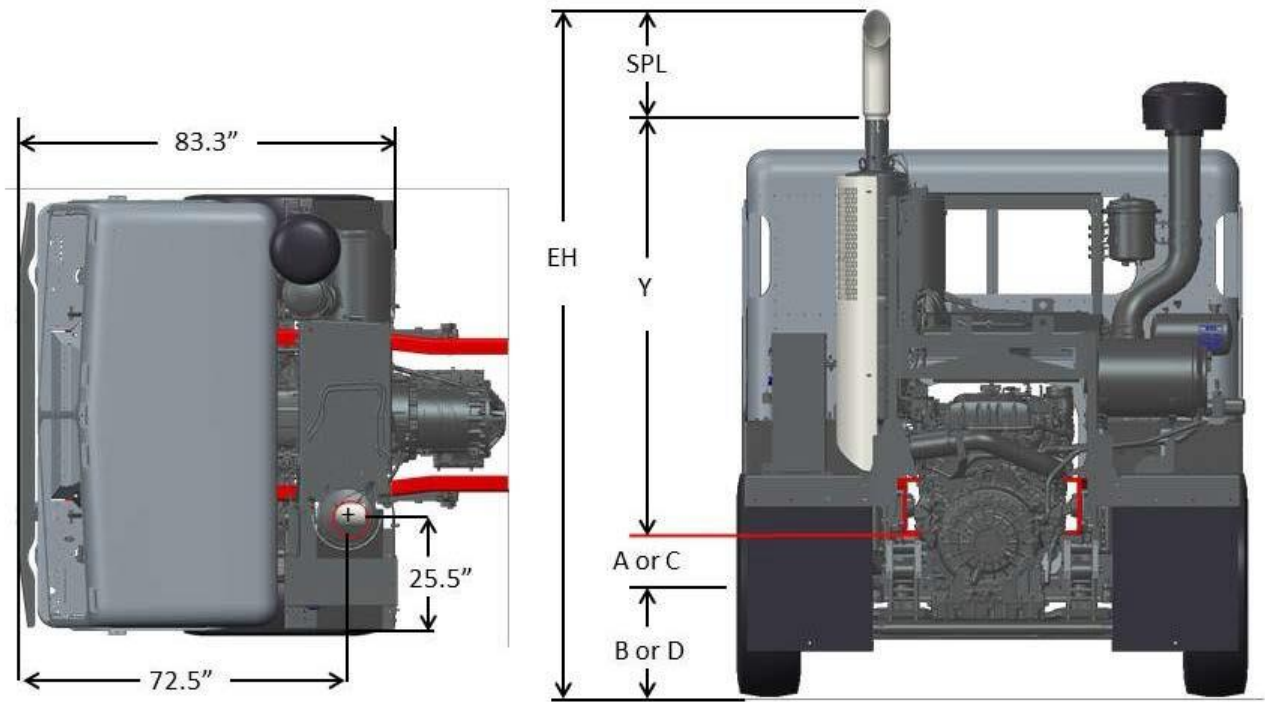


FIGURE 3-27. Exhaust Height Calculations

GROUND CLEARANCE CALCULATIONS

The ground clearance tables are provided as a tool as a tool to help layout bodies prior to arrival, not all optional equipment is included.

The ground clearance (GC) can be estimated based on the following formula: $GC = (A + B + C + D) / 2 - Y$

TABLE 3-11. Ground Clearance

Y = DISTANCE FROM BOTTOM OF FRAME TO BOTTOM OF COMPONENT	
Component	Y
Cab Access Step	13.7"
Alum Space Saver (Shown Below)	10.0"
Steel Space Saver Battery Box	11.8"
Narrow Space Saver Battery Box	11.9"
Fender Mounted Battery Box (ISX12 EPA13 and Natural Gas)	4.4"
20" Diameter Fuel Tank	12.4"
23" Diameter Fuel Tank	15.2"
26" Diameter Fuel Tank	18.0"



FIGURE 3-28. Ground Clearance Calculations

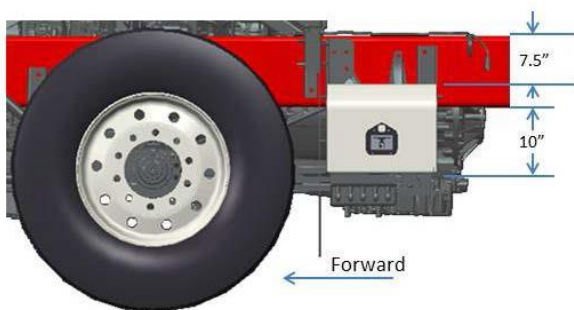


FIGURE 3-29. Space Saver Battery Box

NOTES:

- 1) For "A" and "C" values, reference the FRAME HEIGHTS section for front suspension height or rear suspension height.
- 2) For "B" and "D" values, reference the tire manufacturer's website or catalog for overall diameter or static loaded radius (SLR).

OVERALL CAB HEIGHT CALCULATIONS

The overall cab height tables are provided as a tool as a tool to help layout bodies prior to arrival, no roof mounted equipment is included.

The overall cab height (CH) can be estimated based on the following formula: $CH = (A + B + C + D) / 2 + 73.2"$

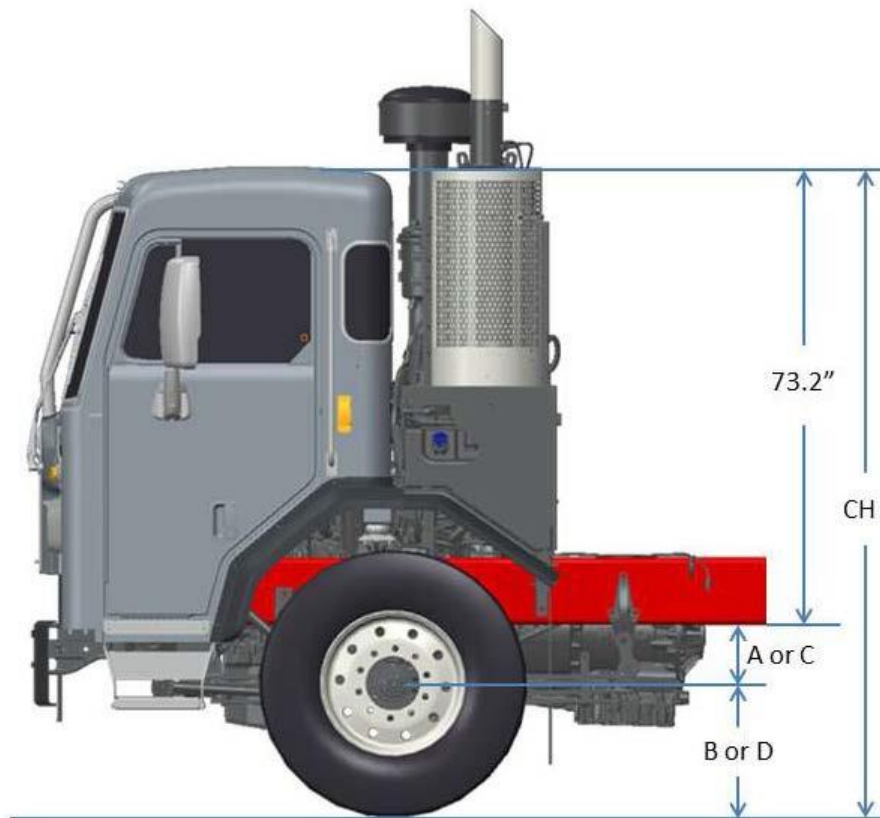


FIGURE 3-30. Overall Cab Height Calculations

NOTES:

- 1) For "A" and "C" values, reference the FRAME HEIGHTS section for front suspension height or rear suspension height.
- 2) For "B" and "D" values, reference the tire manufacturer's website or catalog for overall diameter or static loaded radius (SLR).
- 3) Roof mounted content such as horns and antennas are not included.

FRAME COMPONENTS

This section includes drawings and charts related to common frame mounted components. Optional equipment may not be depicted.

Please work with the local Peterbilt Dealer to request additional information if required. At the dealer's request, Peterbilt can provide frame layouts for individual vehicles prior to delivery.

FUEL TANKS

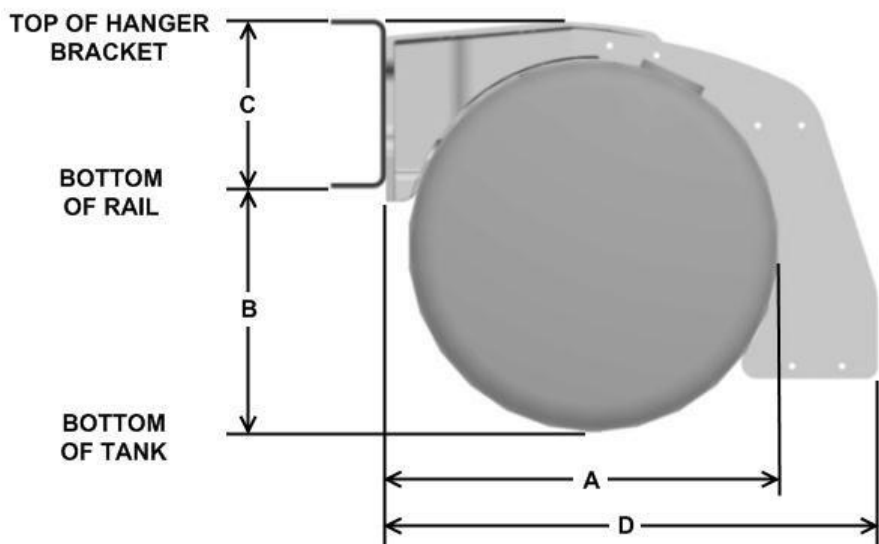


FIGURE 3-31. Fuel Tanks

TABLE 3-12. Fuel Tank Dimensions

	DIMENSIONS			
	A	B	C	D
20" TANK	22.7	12.4	10.3	27.5
23" TANK	24.5	15.2	10.5	31.0
26" TANK	27.2	18.0	10.6	33.7

TABLE 3-13. Fuel Tank Data

GALLONS		H		
USEABLE	TOTAL	20"	23"	26"
40	46	33.3	N/A	N/A
50	57	43.2	34.5	26.7
60	67	51.3	40.7	31.5
70	78	57.3	46.8	36.2
80	89	65.3	52.9	41.0
90	99	N/A	59.0	45.7
100	110	N/A	*65.1	50.5
110	121	N/A	N/A	55.2
120	131	N/A	77.3	60.0
135	147	N/A	N/A	68.8
150	163	N/A	N/A	*74.0

NOTES:
1) * Largest capacity without a weld seam.

EXHAUST SYSTEMS

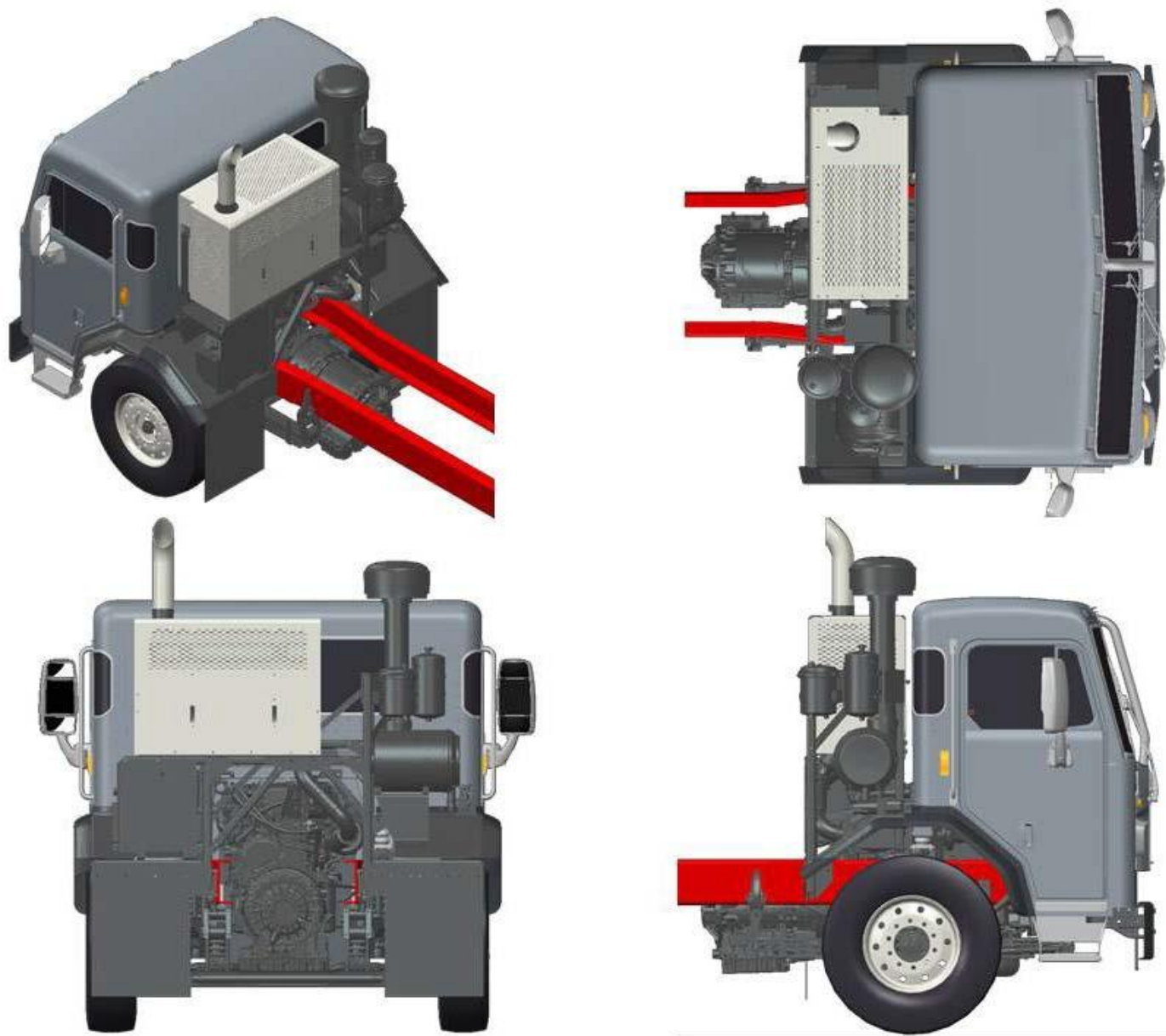


FIGURE 3-32. Exhaust Transverse DPF/SCR for ISX12 EPA 2013 Only (ISX12 didn't convert to 2017 Exhaust)

See figure 3-1 for 2017 exhaust views showing all other engine configurations.

SECTION 4 BODY MOUNTING

INTRODUCTION

This section has been designed to provide guidelines to aid in body mounting. This is not intended a complete guide, rather as general information. Body mounting strategies are unique to each body type and body builder must determine the appropriate method. Please note, an alignment adjustment is required after body installation. Front alignment and rear alignment must be performed prior to putting the vehicle into service.

Please contact your local Peterbilt dealer if more information is desired.

FRAME RAILS

Frame rail information is provided in Table 4-1 and Table 4-2.

TABLE 4-1. Single Frame Rails

Rail Height (in.)	Flange Width (in.)	Web Thickness (in)	Section Modulus (cu. In.)	RBM (per rail) (in.-lbs)	Weight (per rail) (lbs/in.)
10 3/4	3.50	0.375	17.8	2,136,000	1.74

TABLE 4-2. Built-up Frame Rails

Main Rail Height (in.)	Insert	Outsert	Section Modulus (cu. In.)	RBM (per rail) (in.-lbs)	Weight (per rail) (lbs/in.)
10 3/4	9.875 x 2.87 x .250	None	28.9	3,468,000	2.78
10 3/4	9.875 x 2.87 x .250	11.63 x 3.87 x .375	45.7	5,484,000	4.67 ⁽¹⁾

CRITICAL CLEARANCES

REAR TIRES AND CAB



CAUTION: *Insufficient clearance between rear tires and body structure could cause damage to the body during suspension movement.*

Normal suspension movement could cause contact between the tires and the body. To prevent this, mount the body so that the minimum clearance between the top of the tire and the bottom of the body is 8 inches (203 mm). This should be measured with the body empty. See Figure 4-1.

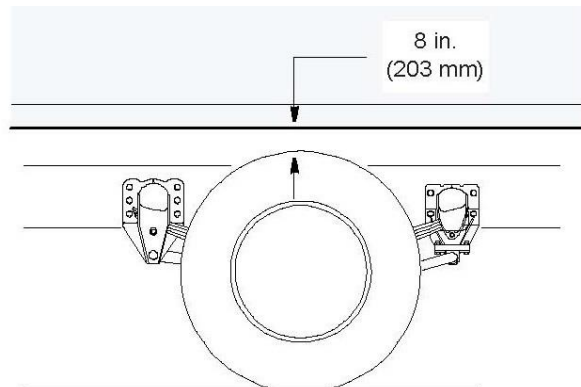


FIGURE 4-1. Minimum Clearance Between Top of Rear Tires and Body Structure Overhang



CAUTION: *Maintain adequate clearance between back of cab and the front (leading edge) of mounted body. It is recommended the body leading edge be mounted 4 in. behind the cab. See Figure 4-2.*



NOTE: *Be sure to provide access to all maintenance and service components.*

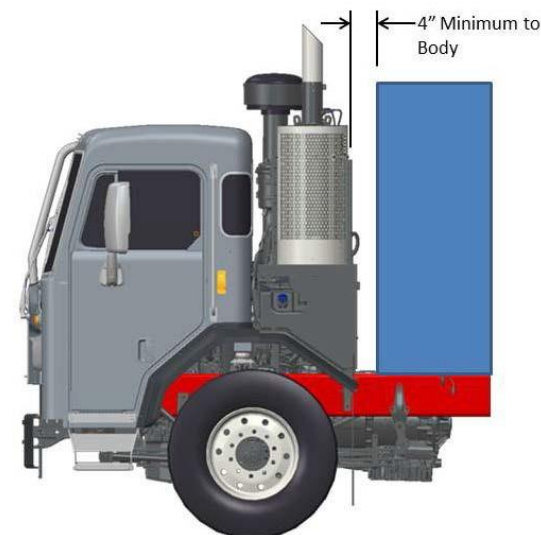


FIGURE 4-2. Minimum Back of Cab Clearance

BODY MOUNTING USING BRACKETS



CAUTION: Always install a spacer between the body subframe and the top flange of the frame rail. Installation of a spacer between the body subframe and the top flange of the frame rail will help prevent premature wear of the components due to chafing or corrosion.



WARNING! When mounting a body to the chassis, DO NOT drill holes in the upper or lower flange of the frame rail. If the frame rail flanges are modified or damaged, the rail could fail prematurely and cause an accident. Mount the body using body mounting brackets or U-bolts.

FRAME SILL

If the body is mounted to the frame with brackets, we recommend a frame sill spacer made from a strip of rubber or plastic (delrin or nylon). These materials will not undergo large dimensional changes during periods of high or low humidity. The strip will be less likely to fall out during extreme relative motion between body and chassis. See Figure 4-3.

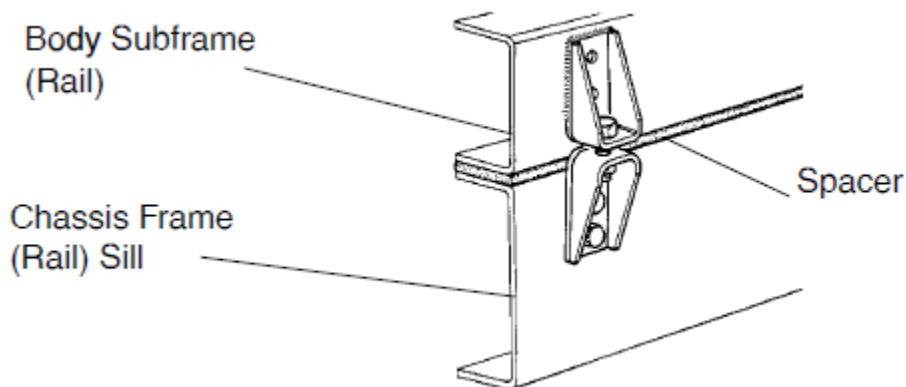


FIGURE 4-3. Spacer Between Frame Sill and Body Rail – Rubber or Plastic

BRACKETS

When mounting a body to the chassis with brackets, we recommend designs that offer limited relative movement, bolted securely but not too rigid. Brackets should allow for slight movement between the body and the chassis. For instance, Figure 4-4 shows a high compression spring between the bolt and the bracket and Figure 4-5 shows a rubber spacer between the brackets. These designs will allow relative movement between the body and the chassis during extreme frame racking situations. Mountings that are too rigid could cause damage to the body. This is particularly true with tanker installations.

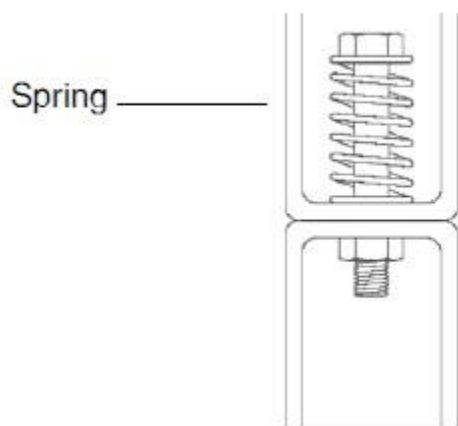


FIGURE 4-4. Mounting Brackets

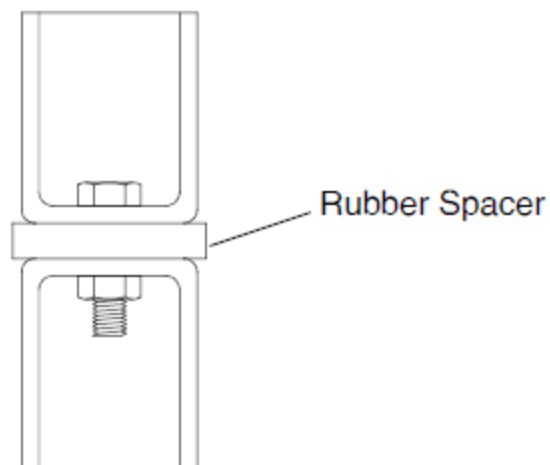


FIGURE 4-5. Mounting Brackets

MOUNTING HOLES

When installing brackets on the frame rails, the mounting holes in the chassis frame bracket and frame rail must comply with the general spacing and location guidelines illustrated in Figure 4-6.

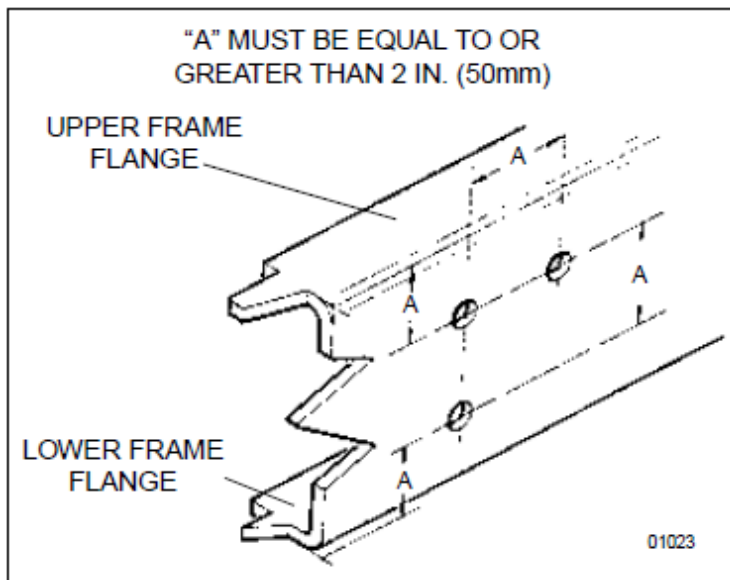


FIGURE 4-6. Hole Location Guidelines for Frame Rail and Bracket

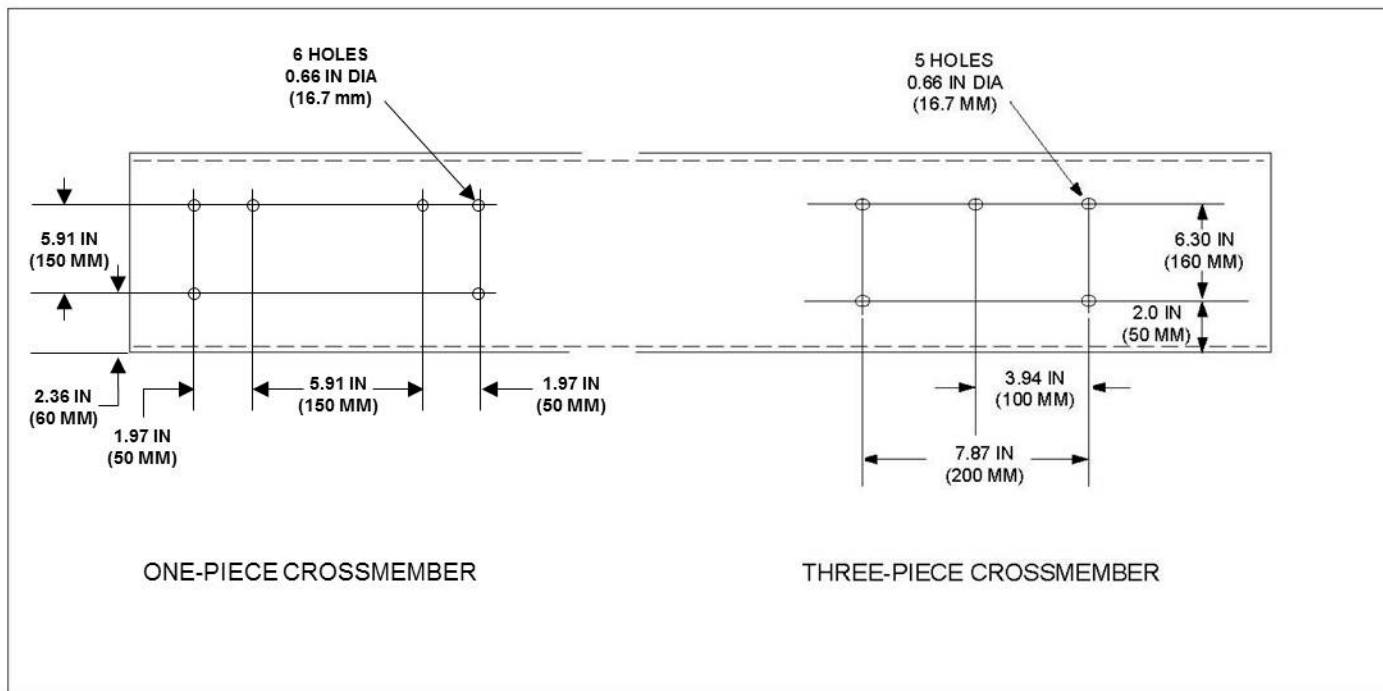


FIGURE 4-7. Crossmember Gusset Hole Patterns (Additional Holes Available in 50 mm Horizontal Increments)

FRAME DRILLING



WARNING! When mounting a body to the chassis, **DO NOT** drill holes in the upper or lower flange of the frame rail. If the frame rail flanges are modified or damaged, the rail could fail prematurely and cause an accident. Mount the body using body mounting brackets or U-bolts.

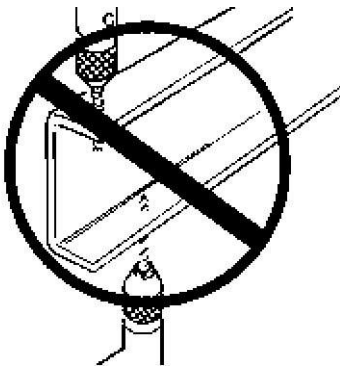


FIGURE 4-8. Frame Rail Flange Drilling Prohibited



WARNING! **DO NOT** drill closely spaced holes in the frame rail. Hole centers of two adjacent holes should be spaced no less than twice the diameter of the largest hole. Closer spacing could induce a failure between the two holes.



CAUTION: An appropriately sized bolt and nut must be installed and torqued properly in all unused frame holes. Failure to do so could result in a frame crack initiation around the hole.



CAUTION: Use care when drilling the frame web so the wires and air lines routed inside the rail are not damaged. Failure to do so could cause an inoperable electrical or air system circuit.



CAUTION: Never use a torch to make holes in the rail. Use the appropriate diameter drill bit. Heat from a torch will affect the material properties of the frame rail and could result in frame rail cracks.



CAUTION: The hole diameter should not exceed the bolt diameter by more than .060 inches (1.5mm).

BODY MOUNTING USING U-BOLTS

If the body is mounted to the frame with U-bolts, use a hardwood sill (minimum 1/2 inch (12.7 mm) thick) between the frame rail and body frame to protect the top surface of the rail flange.



WARNING! Do not allow the frame rails or flanges to deform when tightening the U-bolts. It will weaken the frame and could cause an accident. Use suitable spacers made of steel or hardwood on the inside of the frame rail to prevent collapse of the frame flanges.

Use a hardwood spacer between the bottom flange and the U-bolt to prevent the U-bolt from notching the frame flange. See Figure 4-9.

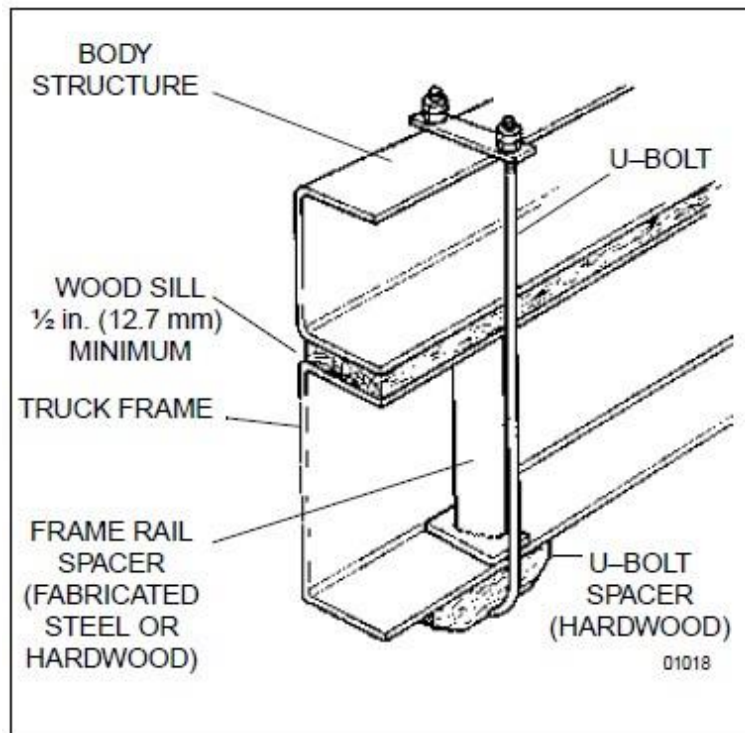


FIGURE 4-9. Acceptable U-Bolt Mounting with Wood and Fabricated Spacers



WARNING! Do not allow spacers and other body mounting parts to interfere with brake lines, fuel lines, or wiring harnesses routed inside the frame rail. Crimped or damaged brake lines, fuel lines, or wiring could result in loss of braking, fuel leaks, electrical overload or a fire. Carefully inspect the installation to ensure adequate clearances for air brake lines, fuel lines, and wiring. See Figure 4-10.

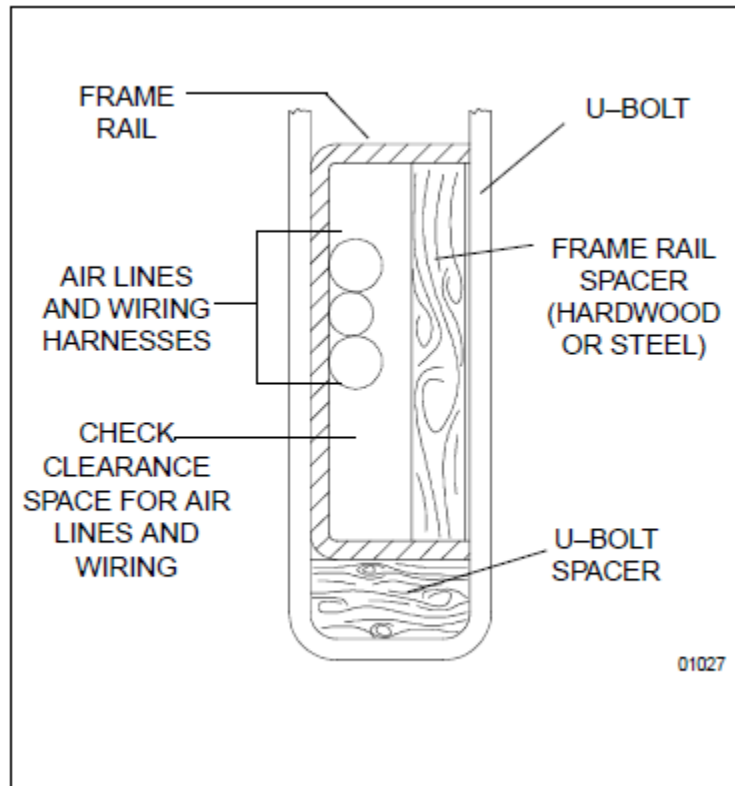


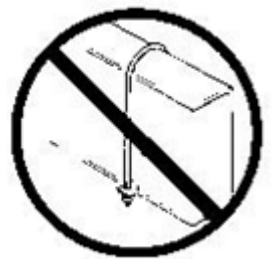
FIGURE 4-10. Clearance Space for Air Lines and Cables



WARNING! Do not notch frame rail flanges to force a U-bolt fit. Notched or damaged frame flanges could result in premature frame failure. Use a larger size U-bolt.



CAUTION: Mount U-bolts so they do not chafe on frame rail, air or electric lines.



REAR BODY MOUNT

When U-bolts are used to mount a body we recommend that the last body attachment be made with a “fishplate” bracket. See Figure 4-11. This provides a firm attaching point and helps prevent any relative fore or aft movement between the body and frame. For hole location guidelines, See Figure 4-7.

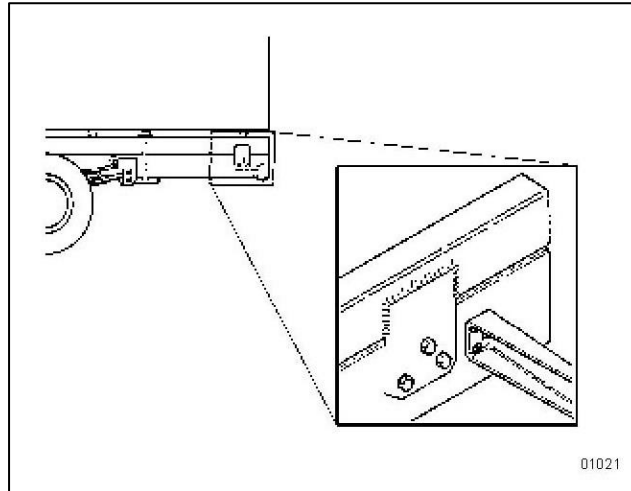


FIGURE 4-11. Fishplate Bracket at Rear End of Body

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SECTION 5 FRAME MODIFICATIONS

INTRODUCTION

Peterbilt offers customer specified wheelbases and frame overhangs. So, in most cases frame modifications should not be necessary.

However, some body installations may require slight modifications, while other installations will require extensive modifications. Sometimes an existing dealer stock chassis may need to have the wheelbase changed to better fit a customer's application. The modifications may be as simple as modifying the frame cutoff, or as complex as modifying the wheelbase.

DRILLING RAILS

If frame holes need to be drilled in the rail, see SECTION 4 BODY MOUNTING for more information.

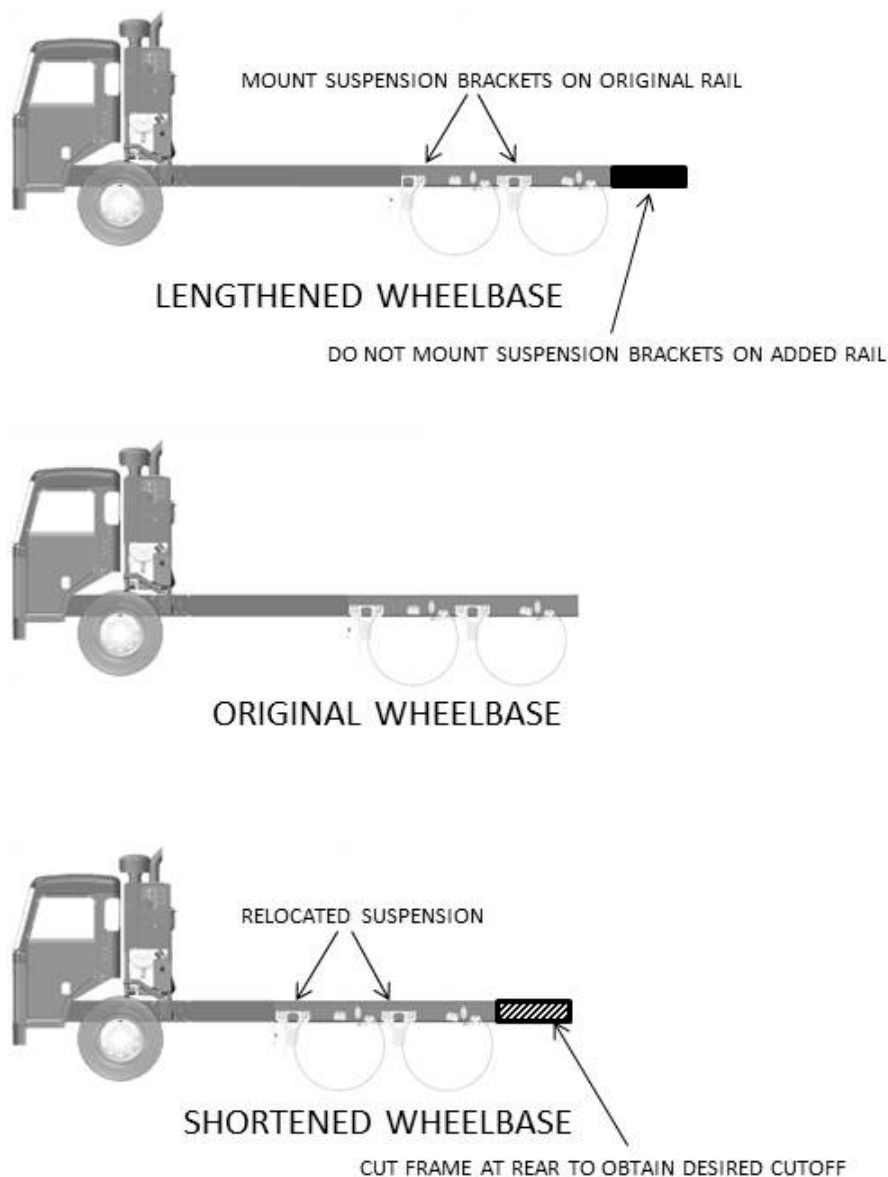


FIGURE 5-1. Wheelbase Customization

MODIFYING FRAME LENGTH

The frame overhang after the rear axle can be shortened to match a particular body length. Using a torch is acceptable; however, heat from a torch will affect the material characteristics of the frame rail. The affected material will normally be confined to within 1 to 2 inches (25 to 50mm) of the flame cut and may not adversely affect the strength of the chassis or body installation.

CHANGING WHEELBASE

Changing a chassis' wheelbase is not recommended. Occasionally, however, a chassis wheelbase will need to be shortened or lengthened. Before this is done there are a few guidelines that should be considered.



WARNING! *When changing the wheelbase, be sure to follow the driveline manufacturer's recommendations for driveline length or angle changes. Incorrectly modified drivelines can fail prematurely due to excessive vibration. This can cause an accident and severe personal injury.*

Before changing the wheelbase, the driveline angles of the proposed wheelbase need to be examined to ensure no harmful vibrations are created. Consult with the driveline manufacturer for appropriate recommendations.

Before the rear suspension is relocated, check the new location of the spring hanger brackets. The new holes for the spring hanger brackets must not overlap existing holes and should adhere to the guidelines in the "FRAME DRILLING" section of this manual.

When shortening the wheelbase, the suspension should be moved forward and relocated on the original rail. The rail behind the suspension can then be cut to achieve the desired frame overhang. See Figure 5-1.

Welding:

Frame rails are heat treated. Do Not Weld the frame rails.

CROSSMEMBERS

After lengthening a wheelbase, an additional crossmember may be required to maintain the original frame strength. Contact Dealer for crossmember locations.

- The maximum allowable distance between the forward suspension crossmember and the next crossmember forward is 47.2 inches (1200 mm). If the distance exceeds 47.2 inches (1200 mm) after the wheelbase is lengthened, add a crossmember between them. See Figure 5-2. See Figure 4-7 on page 4-5 for crossmember hole patterns.

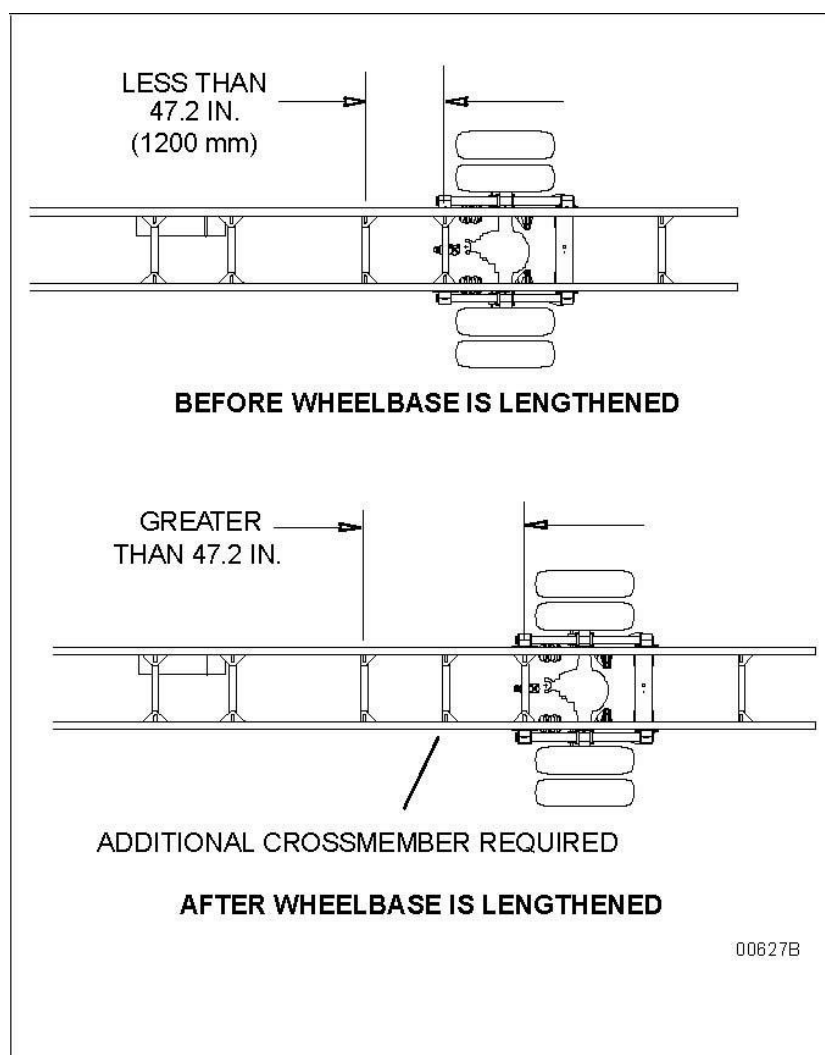


FIGURE 5-2. Crossmember Spacing Requirements

TORQUE REQUIREMENTS

Torque values apply to fasteners with clean threads, lightly lubricated, with hardened steel washers, and nylon-insert nuts.

TABLE 5-1. Customary Grade 8 UNF or UNC.

Fastener	Torque	
Size	Nm	Lb.-Ft
5/16	22–30	16–22
3/8	41–54	30–40
7/16	75–88	55–65
1/2	109–122	80–90
9/16	156–190	115–140
5/8	224–265	165–195
3/4	394–462	290–340
7/8	517–626	380–460
1	952–1129	800–830
1-1/8	1346–1591	990–1170
1-1/4	1877–2217	1380–1630

TABLE 5-2. U.S. Customary - Grade 8 Metric Class 10.9

Fastener	Torque	
Size	Nm	Lb.-Ft
M6	9–15	7–11
M8	23–31	17–23
M10	33–43	24–32
M12	75–101	55–75
M14	134–164	99–121
M16	163–217	120–160
M20	352–460	260–340

SECTION 6 ELECTRICAL 520 FAMILY

CONTROL UNIT IDENTIFICATION

This section is written to provide information to the body builder when installing equipment into vehicles built with Multiplexed instrumentation. The new technology presented by NAMUX 2-level instrumentation integrates J-1939 CAN data communications to various components on the vehicle. This book is intended to address how to integrate aftermarket equipment while still maintaining full functionality of the OEM vehicle.

The most important advancement of NAMUX 2 instrumentation is the implementation of the CECU controlling aftermarket devices. While it is still possible to wire completely outside of the CECU system, utilizing the CECU functions will make a cleaner installation and will maintain OEM functionality. NAMUX 2 expands controls to devices by receiving input from dash switches, remote (aftermarket) switches, sensors mounted to the aftermarket equipment and other vehicle parameters (engine speed, transmission status etc.) With the proper programming, the CECU will then process the inputs and will create a J-1939 Data instruction.

FUNCTIONAL DESCRIPTION - CAB ELECTRONIC CONTROL UNIT (CECU)

The heart of the multiplexed instrumentation system is the CECU. The CECU is inside the center console below the cover panel. See Figure 6-1.

CECU Located Below Body Builder Access Panel

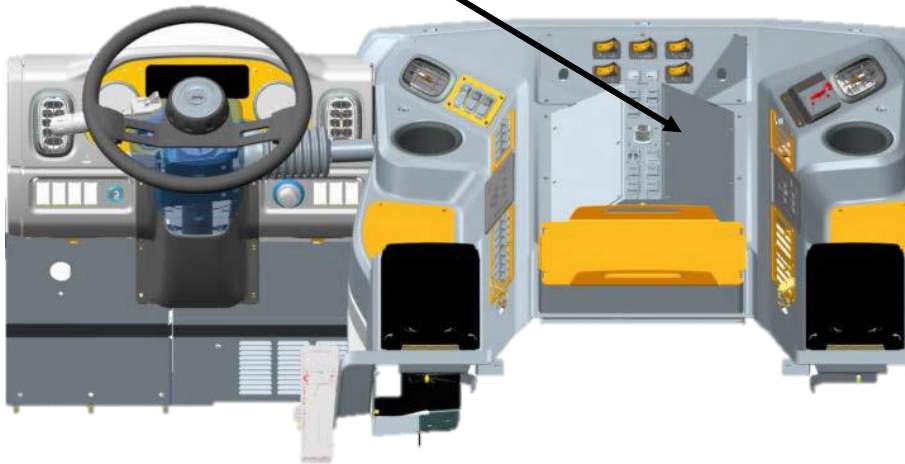


FIGURE 6-1. CECU Location

This manual provides service information covering trucks equipped with the multiplexed instrumentation system. Before attempting to make service repairs, the technician should be knowledgeable about the system design, components, operation and troubleshooting procedures for diagnosing multiplexed instrumentation problems.

HOW MULTIPLEXED INSTRUMENTS WORK

Multiplexed gauges and devices send and receive signals through the CECU located in the center console. The CECU receives sensor signals either through the J1939 data bus or via conventional wiring sending signals from sensors that read actual pressures or temperatures. The CECU interprets this data and monitors or controls vehicle operation through the CECU software. The CECU then sends data to the gauges, warning lamps, audible alarms, and displays located inside the gauge clusters.

CECU ARCHITECTURE

The software programming of the control module can be grouped into three main types:

- Run Time (RT) - which acts as the operating system where all communication takes place.
- Programmable Logic Controller (PLC) Code - manufacturer specific programmed code and software that is developed, accessible and editable.
- Vendor Module - blocks of code that are developed for specific manufacturers to allow other features to be implemented more efficiently.

See Multiplexed Instrumentation Block Diagram (Figure 6-2).

To better understand how Electronic Service Analyst (ESA) functions and why there are current limitations on some of the multiplexed features, by explaining what ESA can see. Currently ESA can look at all information that is communicated between the RT and PLC Code portions of the programming. Most signals, be they inputs, outputs, or databus signals, sent between the RT and PLC Code are visible to ESA. These are the signals that may be monitored and simulated using ESA.

Limitations with the ESA program are found in the communications that go to the pre-developed Vendor Modules. Currently this information is not available for ESA to look at. That is why some features that have Vendor Module programming, such as the odometer and the message display, are not available to monitor and/or simulate through ESA.

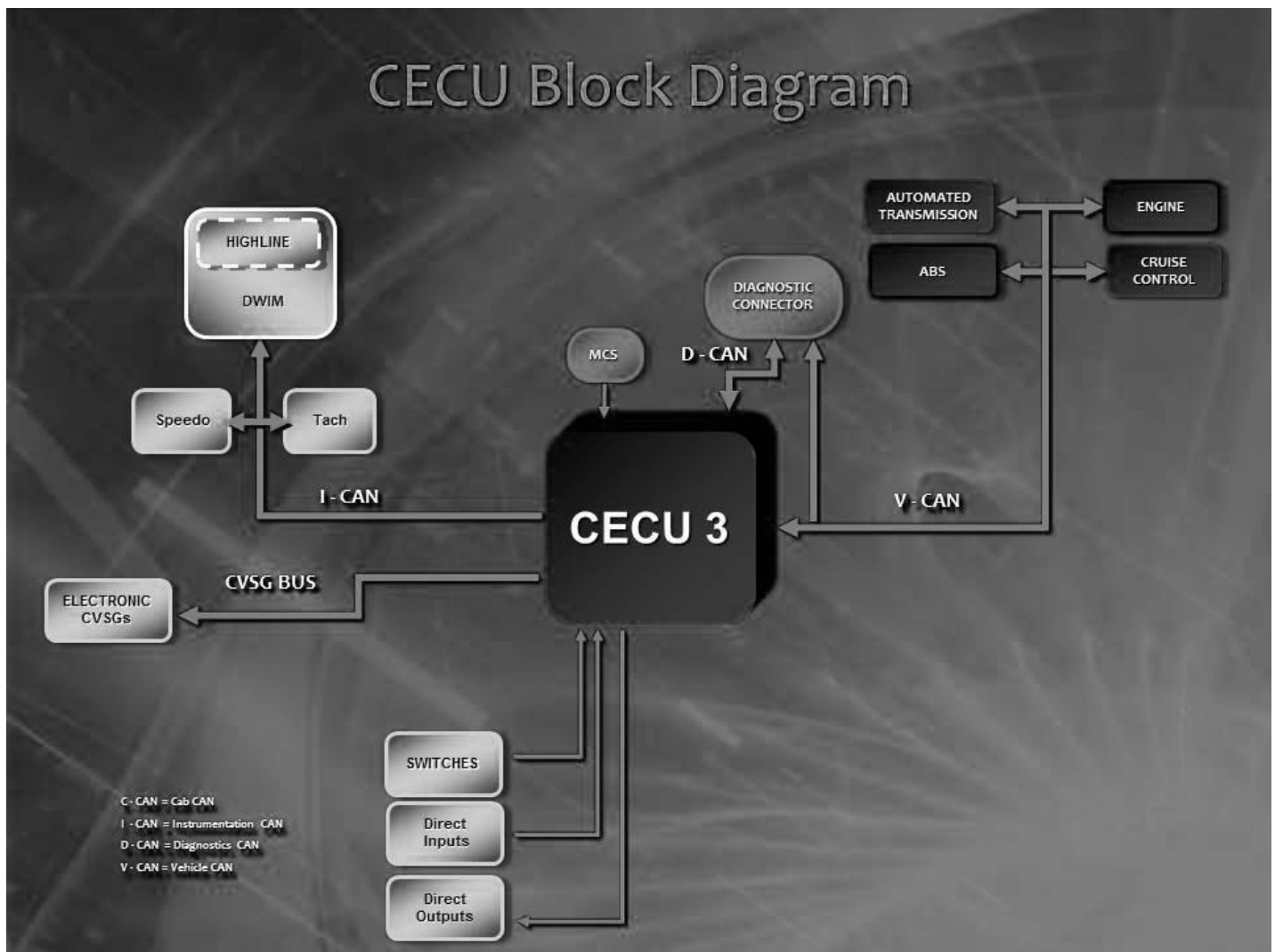


FIGURE 6-2. CECU Block Diagram

The Driver Warning Information Module (DWIM) receives input data from the CECU via the I-CAN databus. When the ignition key is first turned ON, the DWIM performs a calibration power on self-test.

POWER ON SELF-TEST

- Ignition key turned ON.
- The speedometer and tachometer gauge pointers move from pointing at zero to their mechanical limits, remain there for 1 second and return to pointing at zero.
- At the same time, all LED indicators and telltales are switched on together, and then switched off together.
- A warning sound sequence is also activated.
- The warning lamps are all activated by the CECU.

NOTE: Before replacing the CECU or any gauges, check the wiring and fuses, and perform the diagnostic tests using ESA to verify that you are not replacing a good component.

ELECTRICAL INTERFACE

The multiplexed 520 electrical systems features factory installed connections for the body builder to interface the system. These connections comply with RP-170A. This design limits the need for splicing harnesses.

CAB HARNESS

The two body builder interface connections inside the cab of the 520 are located near the CECU under the cover panel of the center console (see Figure 6-3). The first body builder connection is pinned per Figure 6-6. Note that cavity 5 is only for dual steer applications. The second body builder connection is pinned per Figure 6-8. The Cab body builder harness part number is S92-6160.



FIGURE 6-3. Center Console

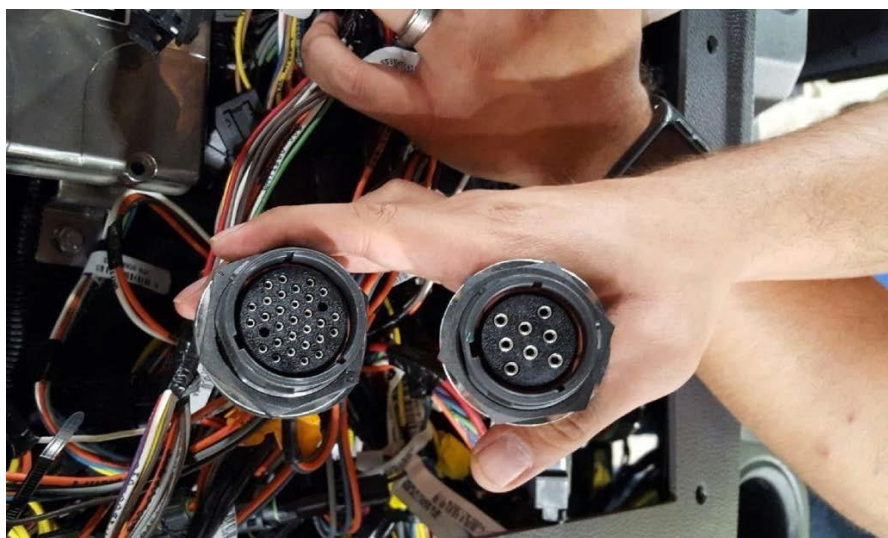


FIGURE 6-4. Body Builder Connections in Cab



FIGURE 6-5. Body Builder Connections in Cab

Cavity	Source	Type	Amp Rating	Wire Gauge	Details
1	Chassis	Power	20	12	Battery (+) thru Disconnect switch (If disconnect switch specified)
2	Chassis	Power	20	12	Hot with crank, Ignition controlled battery (+) thru Disconnect switch (If disconnect switch specified)
3	Chassis	Power	20	12	Hot with crank, Ignition controlled battery (+) thru Disconnect switch (If disconnect switch specified)
4	Chassis	Power	15	14	Battery (+) Constant Hot
5	Chassis	Power	25	12	Ignition controlled Battery (+) Controlled through Reverse circuit
6	Chassis	Ground	25	12	Ground (-) Battery Direct
7	Chassis	Ground	25	12	Ground (-) Battery Direct
8	Chassis	Ground	25	12	Ground (-) Battery Direct

Figure 6-6. Cab Body Builder Connection 1

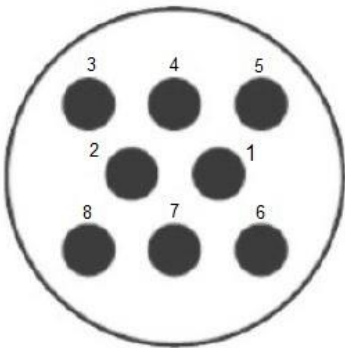


Figure 6-7. Cab Body Builder Connection 1 Pin Assignment

Cavity	Name	Source	Type	Function	Capacity (amps)	Wire (AWG)
1	tachometer	engine	signal	tachometer	0.1	18
2	ECM common	engine	ground	electronic ground reference	1	18
3	throttle limit	engine	signal	Throttle	0.1	18
4	throttle advance	engine	signal	Throttle	0.1	18
5	J1939-15	engine	signal	communication	0.1	18
6	J1939-15	engine	signal	communication	0.1	18
7	input 1	engine	signal	input	0.1	18
8	input 2	engine	signal	input	0.1	18
9	input common	engine	ground	electronic reference	1	18
10	input 3	engine	signal	input	0.1	18
11	input 4	engine	signal	input	0.1	18
12	input 5	engine	signal	input	0.1	18
13	input 6	engine	signal	input	0.1	18
14	input 7	engine	signal	input	0.1	18
15	input 8	engine	signal	input	0.1	18
16	speedometer	transmission	signal	speedometer	0.1	18
17	TCU common	transmission	ground	electronic ground reference	10	18
18	prog. Input 1	transmission	signal	input	0.1	18
19	prog. Input 3	transmission	signal	EOS enable typ.	0.1	18
20	prog. Input 4	transmission	signal	input	0.1	18
21	prog. Input 5	transmission	signal	autoneutral typ.	0.1	18
22	prog. Input 6	transmission	signal	input	0.1	18
23	prog. Input 9	transmission	signal	service brake status typ.	0.1	18
24	prog. Input 10	transmission	signal	autoneutral typ.	0.1	18
25	prog. Output 1	transmission	signal	EOS signal typ.	0.5	18
26	prog. Output 3	transmission	signal	neutral indicator typ.	2	18
27	prog. Output 4	transmission	signal	output speed indicator typ.	0.5	18
28	prog. Output 6	transmission	signal	trans temp typ.	0.5	18
29	prog. Output 7	transmission	signal	output	0.5	18
30	prog. Output 8	transmission	signal	reverse typ.	2	18
31	spare	transmission	signal	spare	0.5	18

FIGURE 6-8. Cab Body Builder Connection 2

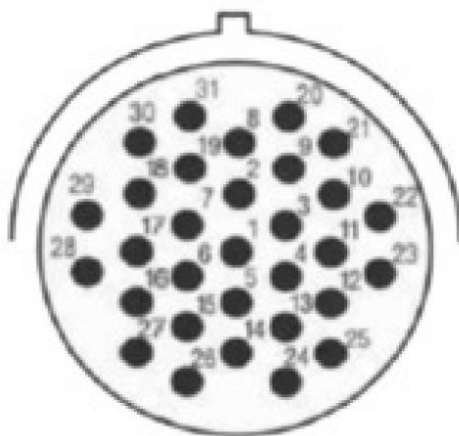


Figure 6-9. Cab Body Builder Connection 1 Pin Assignment

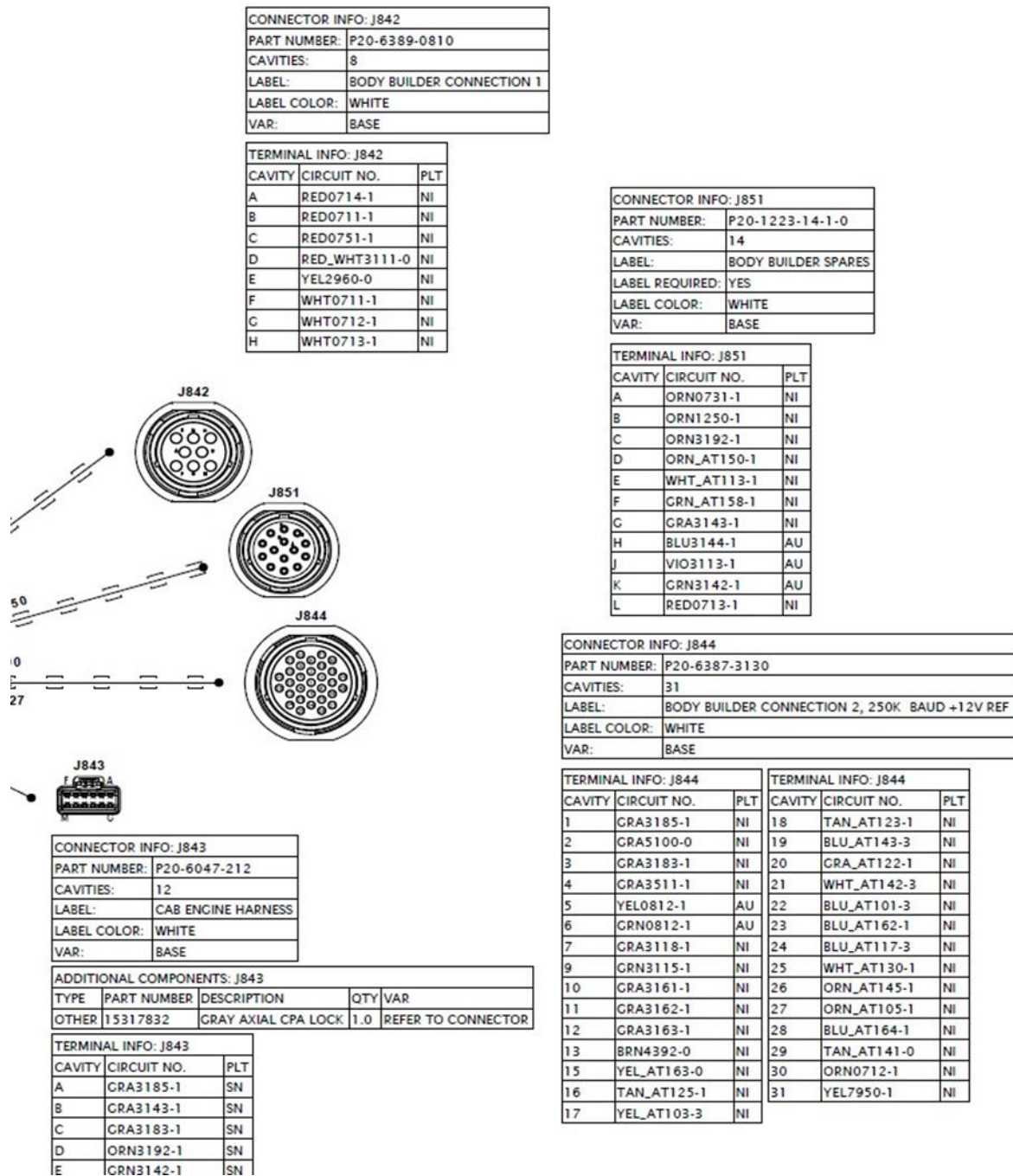


FIGURE 6-10. Harness S92-6160 Body Builder Connectors

The gas engines have a separate harness S92-6160 for the J1939 signal as shown in Figure 6-11 and 6-12. The gas engine harness S92-6160 is located in the same location as the other body builder cab harnesses in Figure 6-5 under the center console panel.

Engine	CAN Bus	Connector
Gas Engine	V-CAN (250Kbd)	2-way Connector

FIGURE 6-11. Harness S92-6160 Body Builder Connectors

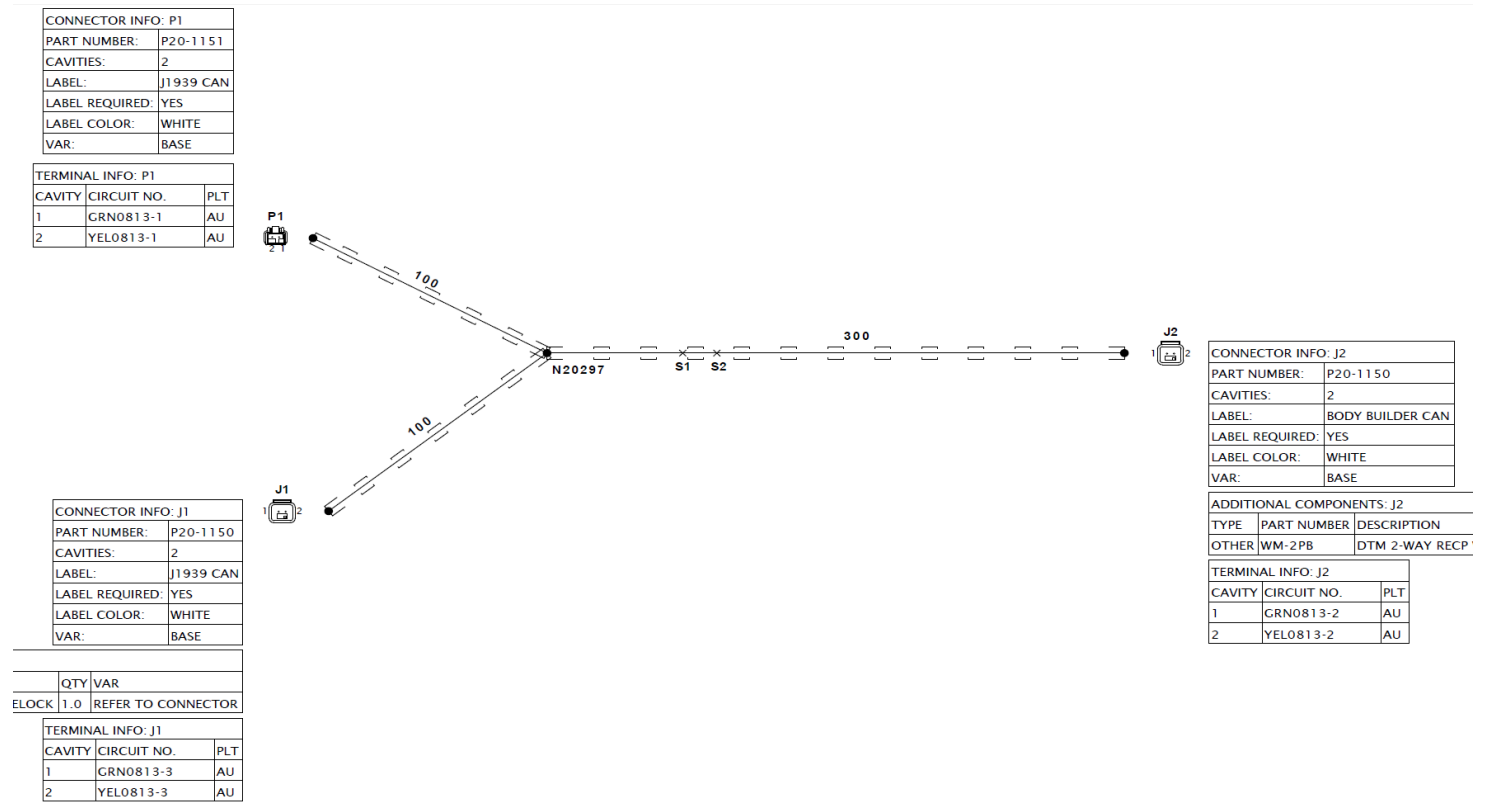


FIGURE 6-12. Harness S92-6160 Body Builder Connectors

CHASSIS HARNESS

The body builder connection that interfaces the chassis harness is located inside the right hand frame rail adjacent to the transmission per Figure 6-13. The chassis body builder connection is pinned per Figure 6-14.

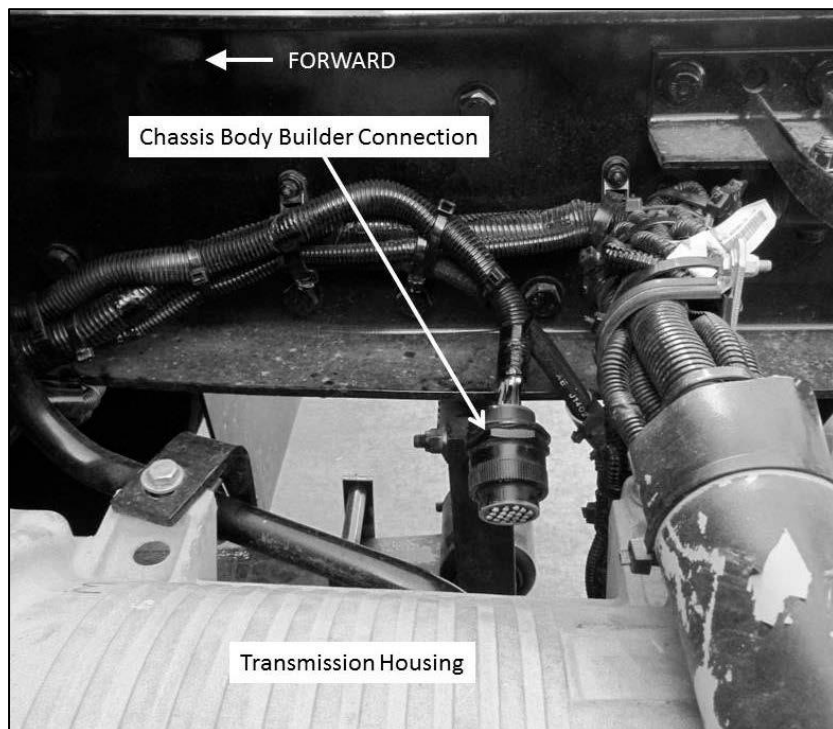


FIGURE 6-13. Chassis Body Builder Interface Location

Cavity	Name	Source	Type	Function	Capacity (amps)	Wire (AWG)	Details
1	Ground	Chassis	Ground	Battery, Direct	75	4	Battery Constant Ground
2	Backup	Chassis	Signal	Lamp	15	12	via ECU, if equipped
3	Left Stop/Turn	Chassis	Signal	Lamp	5	16	via ECU, if equipped
4	Right Stop/Turn	Chassis	Signal	Lamp	5	16	via ECU, if equipped
5	Tail/Marker	Chassis	Signal	Lamp	10	14	via ECU, if equipped
6	Clearance	Chassis	Signal	Lamp	10	14	via ECU, if equipped
7	Stop	Chassis	Signal	Lamp	10	14	via ECU, if equipped
8	Plugged - reserved work lamp	Chassis	Signal	Lamp	-	-	via ECU, if equipped
9	Plugged - reserved strobe lamp	Chassis	Signal	Lamp	-	-	via ECU, if equipped
10	Plugged	-	-	-	-	-	-
11	Plugged	-	-	-	-	-	-
12	Plugged	-	-	-	-	-	-
13	Left Turn	Chassis	Signal	Lamp	5	16	via ECU, if equipped
14	Right Turn	Chassis	Signal	Lamp	5	16	via ECU, if equipped

FIGURE 6-14. Chassis Body Builder Connection

BODY BUILDER HARNESS EXTENSIONS

Extension harnesses have been designed to ease in the installation of aftermarket electrical components. The extensions can be utilized to prevent the need to cut and splice the production harnesses. These extensions have a mating connector for the corresponding factory harness on one end and open wires on the other end. The extensions can be purchased from PACCAR Parts. The harness available to extend from the second body builder connector (J844) of the cab harness is P92-9276.

OPTIONAL BODY BUILDER PTO MODULE

The optional PTO module adds PTO mode, vehicle speed control, engine torque limits, and engine RPM control functions similar to VECU on 2.1M product. This is accomplished via a simple hardwired interface for customers who do not use CAN-based controls. The module has four customer interface connections: P197C, P197N, J197Q, and J195A. The module comes pre-programmed with both CAB and Remote stations enabled, and requires feedback from the PTO on J195A or a customer installed switch on J197Q Pin 2 to activate PMC. J197Q Pin 3 is used to switch between the two locations, open circuit will enable CAB and therefore CAB is the default, while grounding the pin will enable Remote. Only the CAB dash switches ON/OFF and SET/RES are factory installed. The PMC switch, PMC Location switch, Preset switches, and remote station controls are left for the customer to install and customize to their needs. Please reference the Body Builder PTO Module Programming Guide for additional integration information, available on Peterbilt.com under the "Resources & Support" tab.

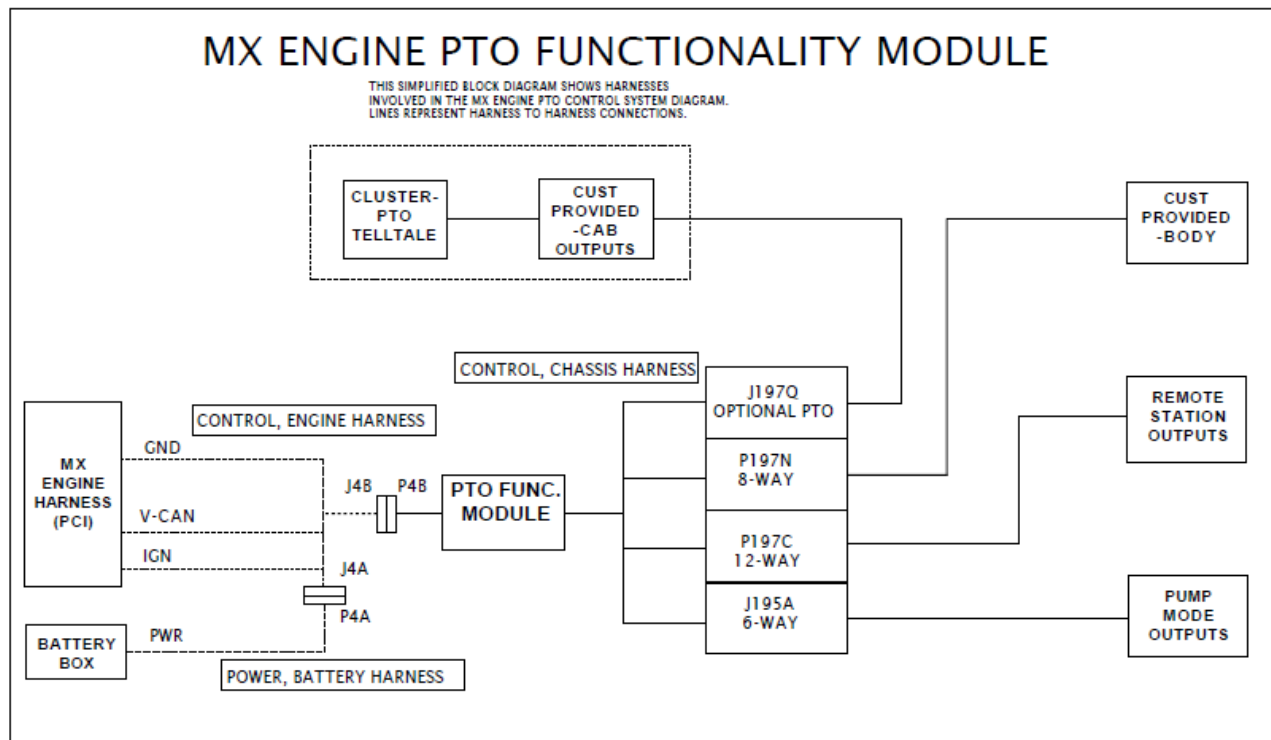


FIGURE 6-15. Optional PTO Module Block Diagram

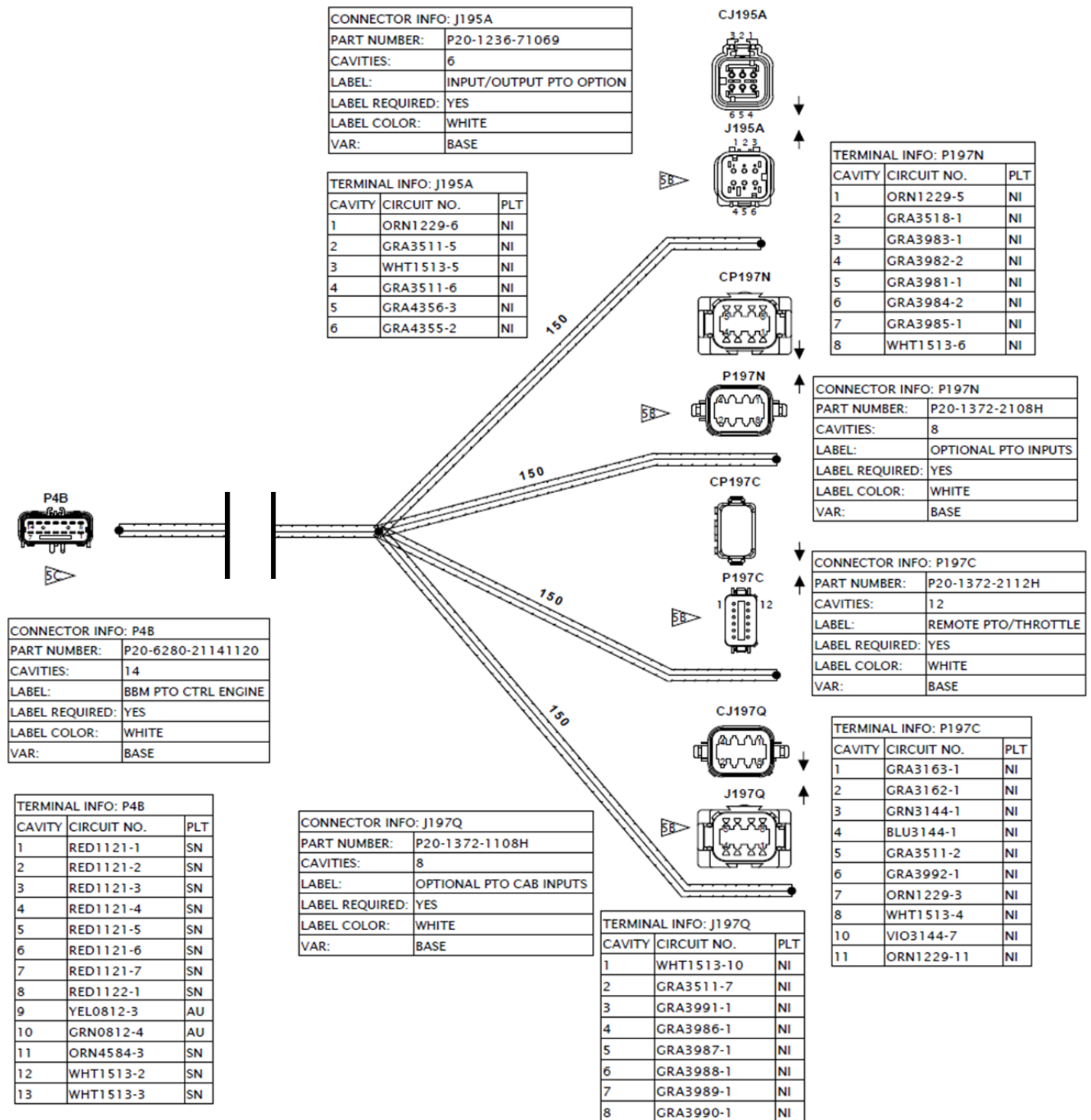


FIGURE 6-16. Body Builder Module Control Harness A92-6061

Pin	P197C 12-Way, REMOTE PTO/THROTTLE
1	Remote Resume/Decel
2	Remote Set/Accel
3	Remote Throttle Return
4	Remote Throttle Signal
5	PTO #1 Engaged
6	Remote PTO On/Off
7	10A Ignition Power
8	Vehicle Ground
10	Rem Throttle +5V Supply
11	20A Engine Power

CONNECTOR P197C

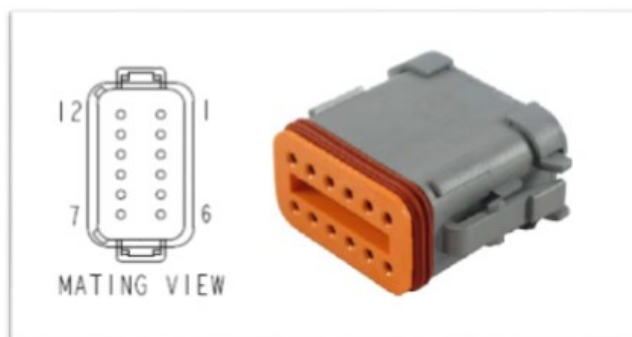


FIGURE 6-17. Customer Interface P197C Connector – Pinouts

Pin	P197N 8-Way, OPTIONAL PTO INPUTS
1	Ignition Power
2	Custom Interlock
3	Rem PTO Preset 3
4	Rem PTO Preset 2
5	Rem PTO Preset 1
6	Rem PTO Preset (+) (1 - 8)
7	Rem PTO Preset (-) (1 - 8)
8	Vehicle Ground

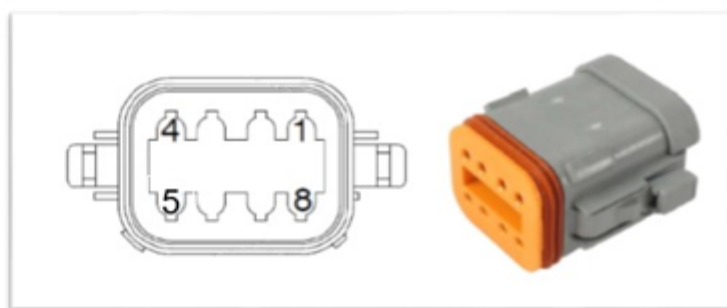


FIGURE 6-18. Customer Interface P197N Connector – Pinouts

Pin	J197Q 8 Way, OPTIONAL PTO CAB INPUTS
1	Vehicle Ground
2	PMC Switch
3	Cab/Remote Selector
4	Cab Preset Increment (+)
5	Cab Preset Decrement (-)
6	Cab Preset #1
7	Cab Preset #2
8	Cab Preset #3

CONNECTOR J197Q

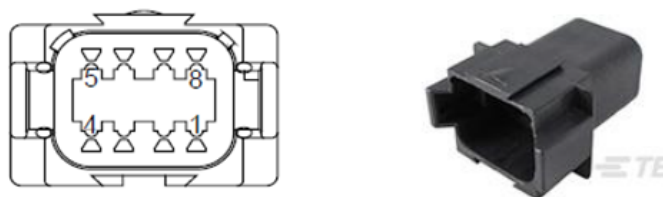
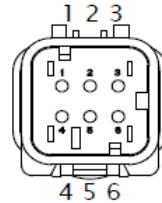


FIGURE 6-19. Customer Interface P197Q Connector – Pinouts

Pin	J195A 6- Way, INPUT/OUTPUT PTO OPTION
1	Ignition Power
2	PTO #1 Engaged
3	Vehicle Ground
4	Pump Mode/RAX De-clutch
5	PMC Active
6	Interlock Active

CONNECTOR J195A

**FIGURE 6-20.** Customer Interface P195A Connector – Pinouts**J1939**

Warning! The J1939 databus is the communication link between the engine and the Anti-Lock Braking System (ABS). Only J1939 compatible devices should be added to the databus. Some J1939 compatible aftermarket devices may disrupt the ability of the databus to communicate. If the databus is disrupted by an aftermarket device, it must be removed from the databus.

GUIDELINES - J1939 CIRCUIT REQUIREMENTS

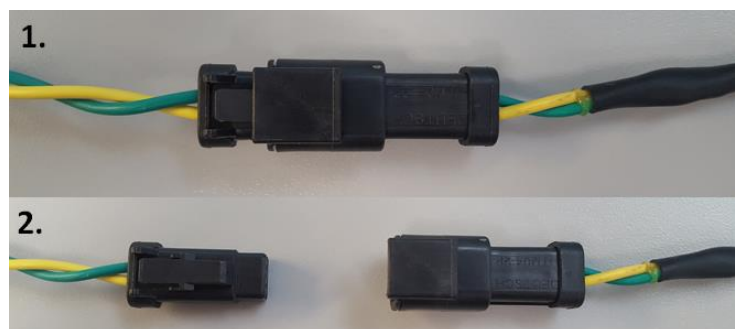
- Circuits added must be a twisted pair consisting of a minimum of 1 twist per inch.
- Individual breakout length of circuits added cannot exceed 118 inches.
- Do not splice into existing J1939 circuits. Use the connection points provided.
- J1939 circuits are for data transmission only and are not to be used for power or ground circuits.
- Any modifications must conform to SAE J1939-15.

J1939 ACCESS

All Peterbilt vehicles equipped with 2017 Emissions and later compliant engines include J1939-15 circuitry. The J1939 circuit can be accessed under the cover panel of the center console with the body builder cab harness connections (reference Figure 6-3 for access location).

J1939 ACCESS PROCEDURES

1. Identify J1939 Access Connector
2. Disconnect connection

**FIGURE 6-21.** J1939 Access

3. Make connection in between original connection.



FIGURE 6-22. J1939 Access

SECTION 7 POWER TAKE-OFF (PTO)

INTRODUCTION

A Power Take Off (PTO) provides a way to divert some or all of the trucks engine power to another component. There are a wide variety of PTO options available on a Peterbilt that are described below.

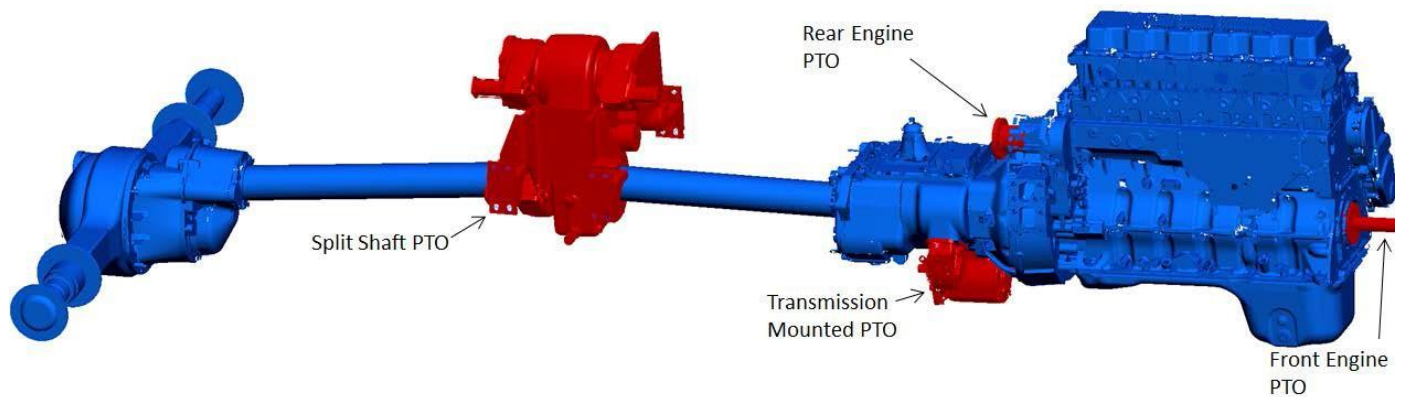


FIGURE 7-1. Power Take-Off Locations

TRANSMISSION MOUNTED PTO – GENERAL

MANUAL TRANSMISSIONS

This is the most common type of PTO that is used. On a manual transmission there are two locations for PTO's. There is a 6 bolt PTO on the right and an 8 bolt PTO on the bottom left (Figure 7.2). For more information go to www.roadranger.com and enter "PTO Installation Guide" in the search bar in the upper right corner.

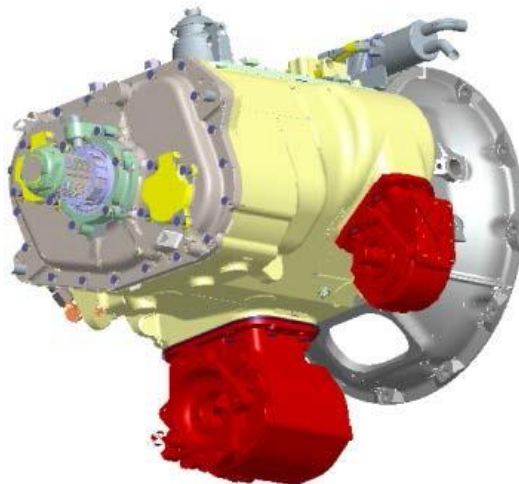


FIGURE 7-2. HD Manual Transmission

AUTOMATIC TRANSMISSIONS

On Allison transmissions there are two locations for PTO's. The Allison 4000 series has PTO locations at 1 and 8 o'clock viewed from the back of the transmission. See Figure 7-3. The 4000HS transmissions do not have any PTO locations. The 3000 series Allison transmissions have PTO locations at 4 and 8 o'clock (Figure 7-4). For more information on using PTO's with an Allison transmission go to www.allisontransmission.com and refer to the "Rugged Duty Series Brochure" and "PTO Request Flyer" which is available in a 1000/2000 version and a 3000/4000 version.

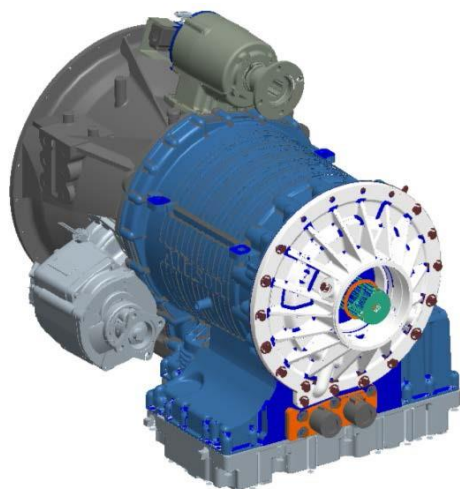


FIGURE 7-3. Allison 4000 Series

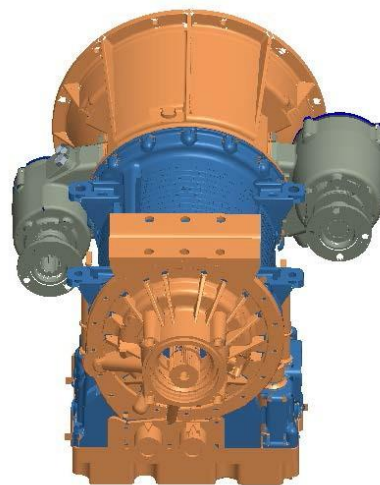


FIGURE 7-4. Allison 3000 Series

INSTALLATION CLEARANCES

Some PTO configurations will have clearance issues with other components on the truck. With manual transmissions, a 6-bolt PTO on the right will typically clear most components. This is also true when 30 and 45 degree adapters are used. The 8-bolt bottom mount PTO will not have any issues. On Allison 4000 series transmissions, most PTO's will fit in the 1 o'clock position without interfering with the cab. If a wet kit is used here, the dipstick housing will most likely need to be modified as it runs over the top of the transmission to the driver side of the vehicle. The PTO in the 8 o'clock position is typically ok. There are some scenarios where the PTO will be very close to or could interfere with the rear spring shackle on the front suspension.

FRONT ENGINE PTO

Front engine PTO (FEPTO) is sometimes used in vocational applications. When a FEPTO is spec'd on a truck, the cooling module has a pass-thru to allow for a shaft to be bolted to the front of the crankshaft and extend out to the front of the truck. The bumper will be extended out to mount the customer installed aftermarket device. See Figure 7-5 and Figure 7-6 for radiator installations with and without FEPTO provisions.

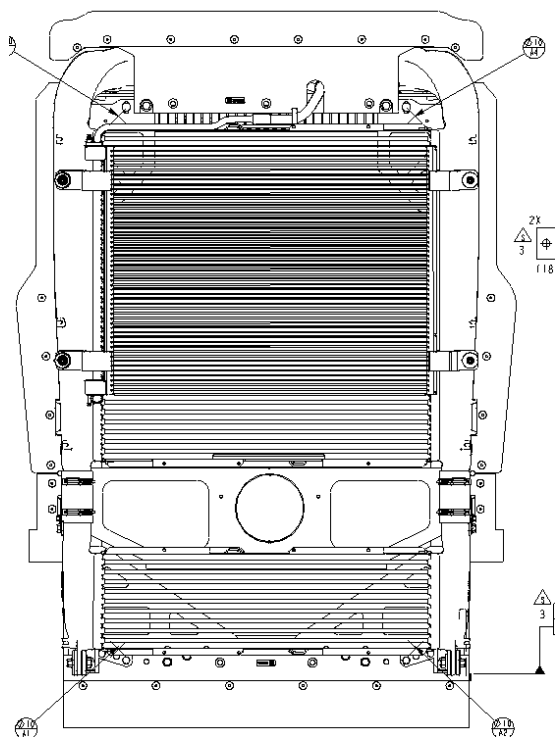


FIGURE 7-5. Cooling Module With FEPTO Provision

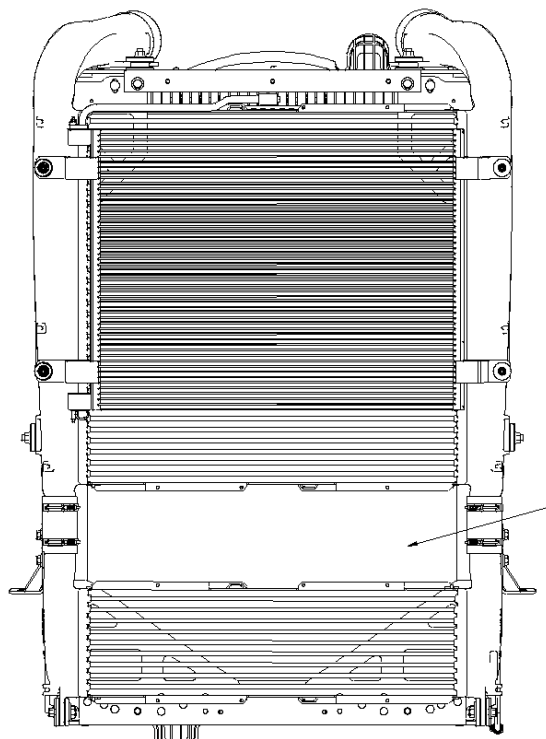


FIGURE 7-6. Cooling Module Without FEPTO Provision

REAR ENGINE PTO

Rear Engine PTO (REPTO) is also sometimes used in vocational applications. The REPTO is driven off the rear gear train on the engine. There is a 1350/1410 flange on the bell housing in the 1 o'clock position that can be used to attach a hydraulic pump or driveshaft. See Figure 7-7 for an example. The REPTO flange will always be turning when the engine is running and the output rotation is the same as the engine. The Cummins ISL9 and PX-9 REPTO turns at a rate of 1.15:1. The Cummins ISX-12 REPTO turns at a rate of 1.32:1.



FIGURE 7-7. REPTO Flywheel Housing

PTO INSTALLATIONS

Standard PTO operation is also called cab PTO. With this feature, the operator can set the engine to pre-programmed set speed(s) and ramp the engine speed up and down with the set/resume switch. To control the PTO there are dash switches that we offer. Standard with every vehicle is the Cruise Control/PTO on/off switch and the set/resume switch. There are also additional PTO control switches that can be used. The PTO control switch will be plumbed with air lines that will be plugged at the bulkhead. See Figure 7-8 for PTO dash switch plumbing. The cab air manifold is located where the floor meets the firewall on the LH side of the cab. When the cruise control switch is activated and all parameters set in the ECM for PTO mode are met, the engine will go into PTO mode. In this mode, the engine will respond to all PTO mode parameters that have been programmed into the software. These parameters can be changed with INSITE. There is a PTO light on the dash that should be wired to the PTO to inform the operator when the PTO has engaged or disengaged. This should be wired to the PTO output, not just a dash switch or PTO enable circuit. The wire can be found in the right hand rail in the area of the transmission.

On Allison transmissions, the PTO's will require an electric signal. We do not currently offer an electric PTO switch but there are several options available. The most common method of getting an electric signal for the PTO is to get a factory air switch and install a pressure switch on the air line. It is recommended to provide a 12 volt signal to the transmission control module (TCM) and have the TCM programmed to check for specific requirements such as engine speed, gear selection, output speed etc. before engaging the PTO. If the TCM logic is bypassed and the PTO is engaged directly it could cause damage to the PTO and the transmission. Contact your local Allison rep for more information.

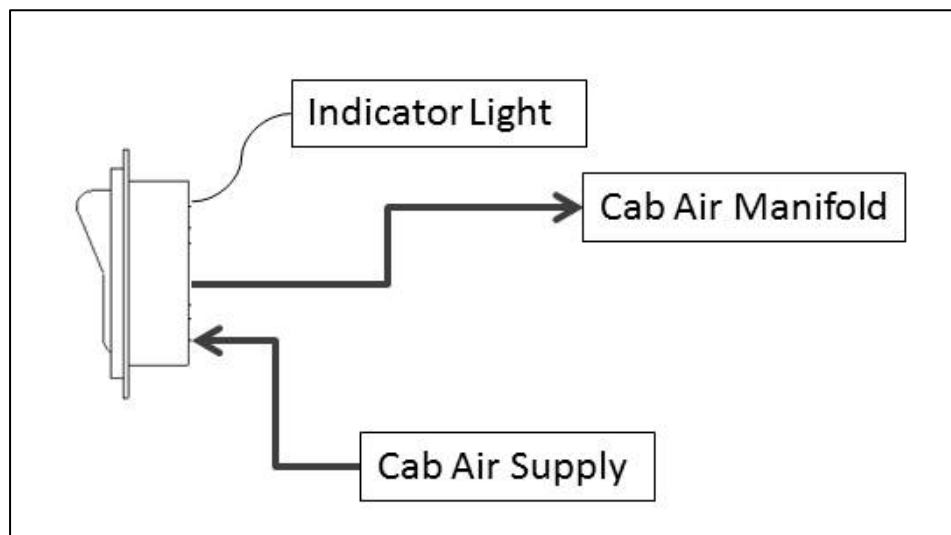


FIGURE 7-8. (1) Single acting PTO Controls Diagram

REMOTE PTO CONTROL

When a truck is ordered the option code for with remote PTO and throttle controls, a 12 pin connector will be provided. For all heavy duty models this will be a breakout of the main engine harness located on the left side of the back of the engine. See Figure 7-9. See Table 1 for the pin out descriptions on the 12 pin connector.

CUMMINS REMOTE PTO OPERATION

For Cummins engines and the Paccar PX-9, there are 2 different modes of operation through the 12 pin connector. If you put the engine in PTO mode by applying common switch return (ground) pin 3 to PTO on/off pin 5 the engine RPM will go to the first set speed. If the connection between pin 3 and 5 is broken and reapplied within $\frac{1}{2}$ second, the engine will go to the second set speed. If this is done again, it will go to the 3rd set speed and so on. There are up to 5 preset speeds that can be modified with INSITE. If the connection is broken longer than $\frac{1}{2}$ second and then reapplied, the RPM will go back to the first set speed. In this mode, the engine will not respond to any throttle inputs unless the throttle pedal override is engaged using INSITE. The second mode of operation is remote throttle which is engaged by applying common switch return (ground) pin 3 to remote throttle on/off pin 12. In this mode the engine will respond to the remote throttle signal. The throttle works off a variable 5V source. To control the throttle, you would use a potentiometer with pin 10 for the 5V source, pin 11 for the common sensor return (ground) and output the variable 5V signal to the remote throttle signal pin 4. In this mode the engine will not respond to the cab pedal unless the accelerator pedal override is engaged using INSITE.

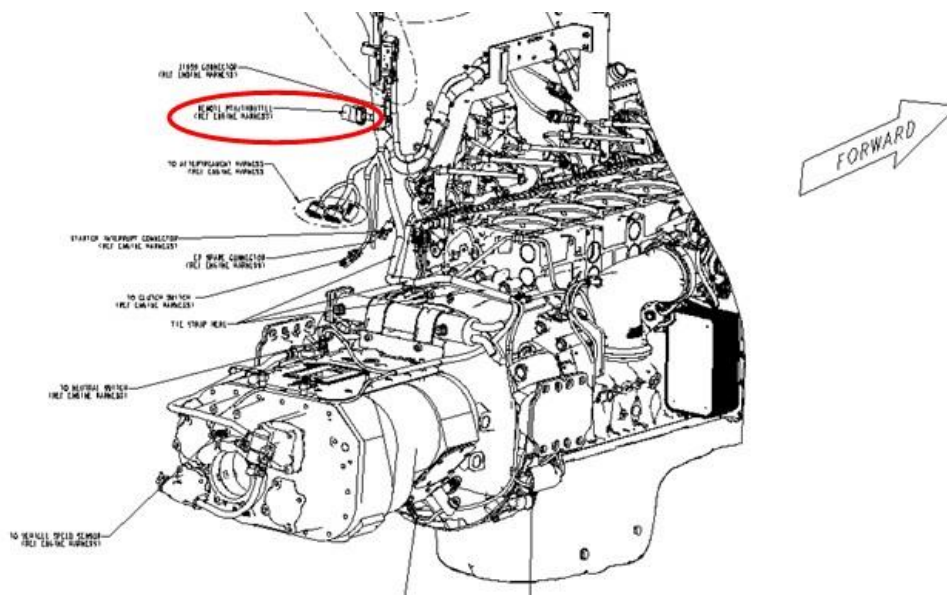


FIGURE 7-9. Connector Location

TABLE 7-1. 12 Pin Connector

Pin	Cummins
1	Not Used
2	Not Used
3	Common Return #1 (Switch)
4	Remote Throttle Signal
5	PTO On/Off
6	Remote Throttle Enable
7	Keyed Switch Power
8	Ground
9	Torque Limit Switch
10	5V Supply
11	Common Return #3 (Sensor)
12	Remote Throttle On/Off

INSTALLATION OF PTO BY MODEL**CHELSEA 890**

The installation shown below in figures 7-10 through 7-12 are of the model 520 with a Chelsea 890 PTO.

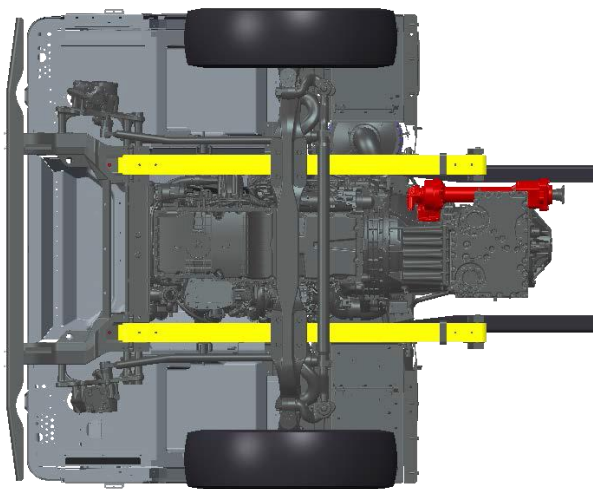


FIGURE 7-10. Bottom View

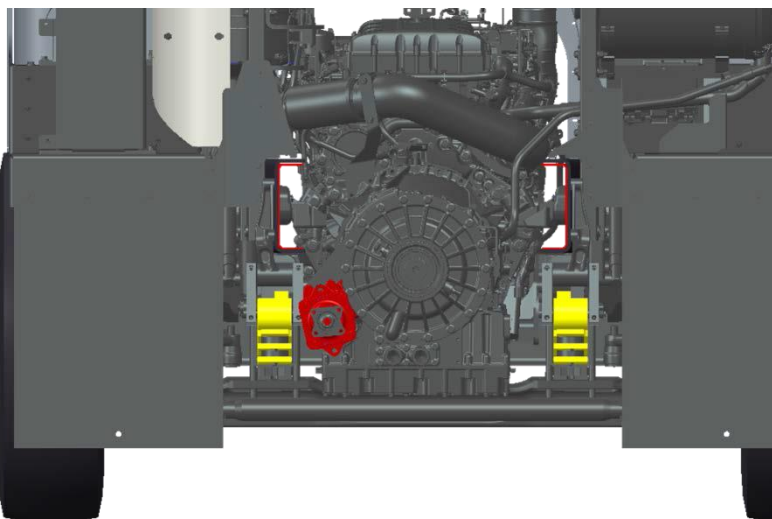


FIGURE 7-11. Rear View

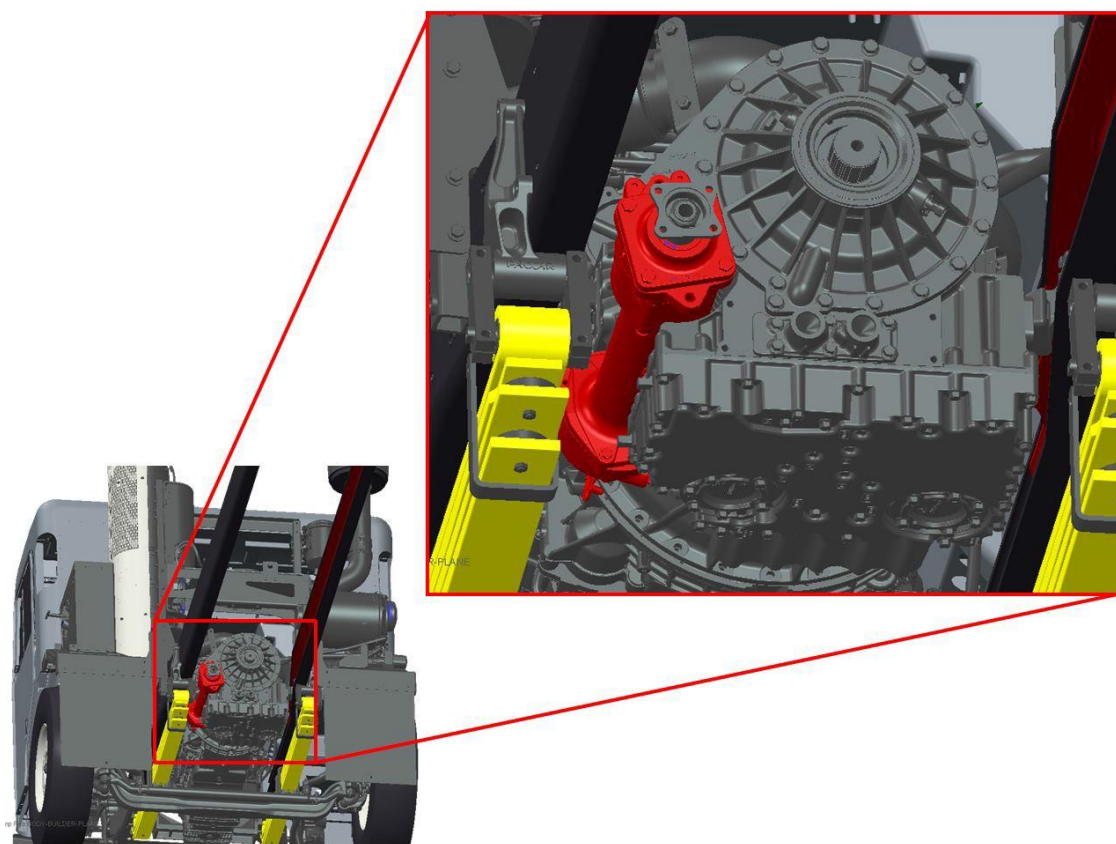


FIGURE 7-12. Isometric View with Enhanced View

OPTIONAL PTO FUNCTION MODULE

The Body Builder PTO module is optional equipment available with MX engines, ordered at the point of sale. If necessary, the module can be integrated onto a vehicle after initial build on a case-by-case basis. Please contact your local dealership and field service representative for assistance with parts and required vehicle programming. The PTO Module is mounted perpendicular to the inside LH frame rail between the first and second crossmember. The designed frame rail drilling locations are shown in figure 7-13.

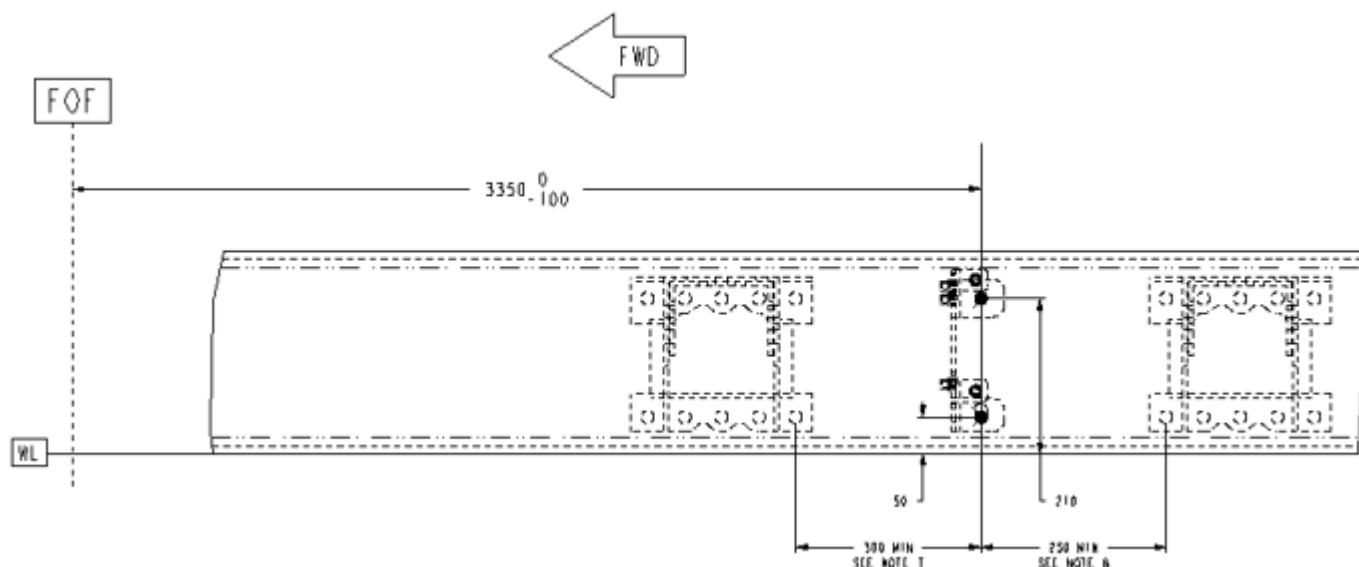


FIGURE 7-13. Optional Module Drilling Location for Bracket Installation

The Module mounts flat against the bracket facing the rear of the vehicle. A shield mounts over the module and secures to the frame bracket. For new installations, the frame space should be available if there is not an air component mounted in this position. As shown in figure 7-14, the module and guard will be connected to the frame bracket prior to installation on the rail.

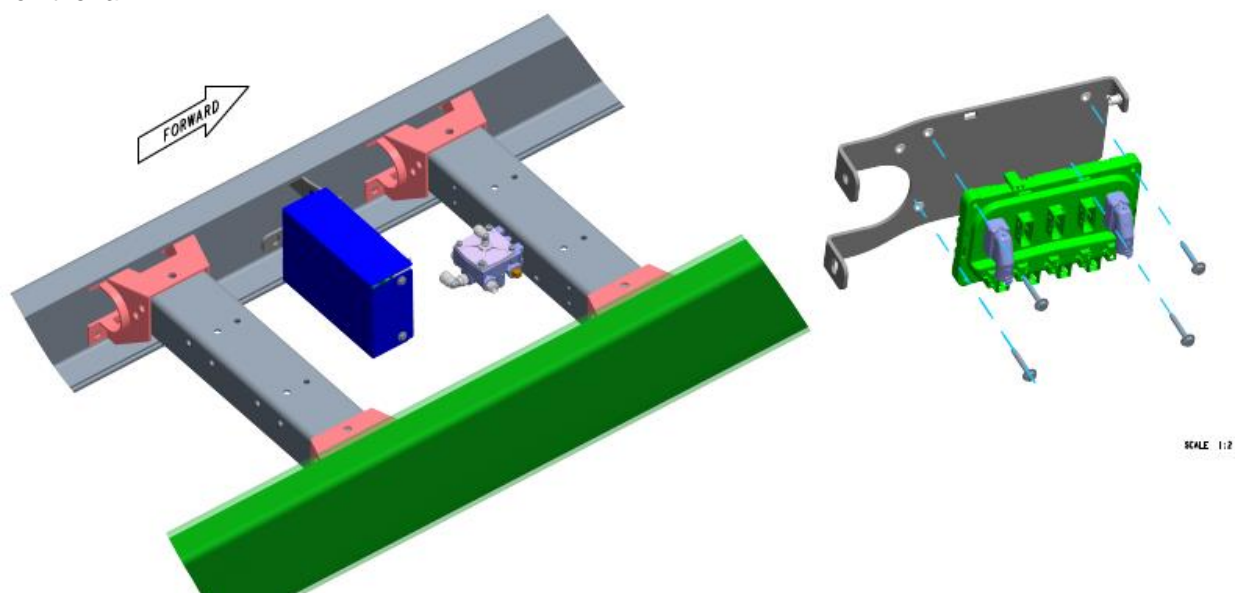


FIGURE 7-14. PTO Control Module Installation

Figure 7-15 shows the battery power, engine, and chassis body builder control harness routing. There is a routing aid on the module shield which the harness will be secured to. Please refer to section 6 for additional electrical content.

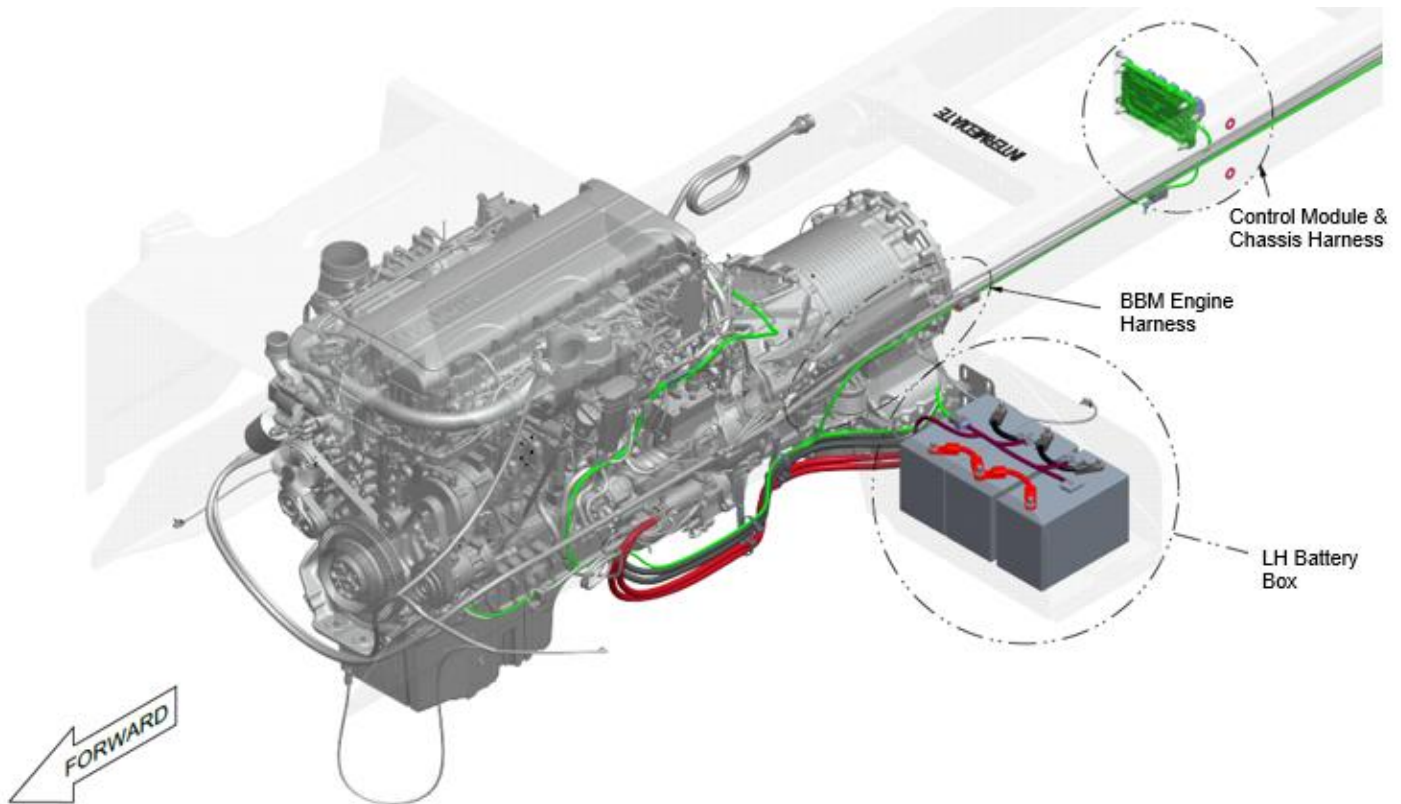


FIGURE 7-15. PTO Control Harness Routing

APPENDICES

Revision Log

Revision Log - 520 Body Builder Manual				
Revision	Author	Date of Publication	Pages #	Description of Changes
	B. Rose	3/23/2017	n/a	Initial Release
001	Z. Clevinger	7/30/2019	Title Page	* Changed from "2017" to "2019" * Changed release date to 7/30/19
	Z. Clevinger		iii	* Corrected Table of contents (TOC) section 6 subheader "cab harness" to "6-4" in place of "6-5". * Added "Cummins Remote PTO Operation 7-6" subheader * Added Optional PTO sections 6 and 7 to TOC. * Added Appendices section to TOC, "Revisions Log A.1"
	Z. Clevinger		4-1	Added statement "Please note, an alignment adjustment is required after body installation. Front alignment and rear alignment must be performed prior to putting the vehicle into service."
	Z. Clevinger		6-4	Changed text "see figure 6-4" to "see figure 6-3"
	Z. Clevinger		6-10 through 6-13	New Optional PTO Module Content
	Z. Clevinger		7-8 & 7-9	New Optional PTO Module Content
	Z. Clevinger		A1	Revision Log
	Z. Clevinger			

EXHIBIT C2 - WARRANTY



CLASS 8 Warranty Quick Reference Guide

This is a Quick Reference Guide "ONLY"

It is an itemized general listing of the components and/or items used in the assembly of a Peterbilt Vehicle and their respective level of warranty coverage. This list is NOT to be construed as all-inclusive. Refer to the complete text of the Peterbilt Warranty Agreement Cat. No.5201, 5278, 5018 for specific details on the terms, conditions and limitations of said agreement.

BASIC VEHICLE WARRANTY

12 Months / 100,000 Miles / 160,000 Kilometers whichever comes first

Air Cleaner System (Excludes Filter Element)	Charge Air Cooler	Hubometer	Suspension - Continued
Air Conditioner System	Charge Air Cooler Hoses & Clamps	Ignition Timer	Height Control Valve Bracket
Accumulator	Circuit Breakers	Instruments	Height Control Valve Linkage
Actuators, HVAC	Clamps, Turbocharger Air Inlet	Lift/Tag/Pusher Axle	Shock Bracket & Stud
Blend, Mode, Fresh Air Doors	Clock (Analog / Digital)	Lift/Tag/Pusher Suspension	Spring, Air
Blower Motor & Wheel	Clutch, Clutch Linkage	Light Fixture (Excludes Bulb)	Spring Bracket
Coil, Heater	Collision Avoidance System	Mirror	Spring, Leaf
Condenser	Control Cable	Mud Flap Bracket (Excludes Mud Flap)	Spring Pin
Control, HVAC	Cooling Module	Muffler	Spring Saddles
Drain Valve & Hose	Cruise Control Component	Muffler Clamps	Spring Shackle & Pins
Expansion Valve	Deck Plate Lamp	Muffler Standpipe	Tie Rods
Evaporator	DEF Heater Control Relay	Navigation System (Smart Nav)	Tracking Rods & Brackets
Freeze Control Switch	DEF Heater Coolant Control Valve	Plating (Includes Chrome)	U-Bolts & U-Bolt Saddles
Hardlines, Refrigerant	DEF Heated Lines	Power Steering Pump	Cab
Heater Hoses & Clamps	DEF Heating Elements	Power Steering Reservoir	Height Control Valve
Low/High Pressure Switches	DEF Heating Fittings on Supply Module	Quarter Fender	Height Control Valve Bracket
O-rings	DEF Lamp	Radiator (Includes Header Gasket)	Height Control Valve Linkage
Receiver -Dryer	DEF Tank	Radiator Cap	Spring, Air
Resistor	Door Latch, Lock and Hinge	Radiator Mounting Brackets	Sleeper
Airshield	Door Pad and Soft Trim	Radiator Mounting Bushings	Height Control Valve
Air System	Driveline, U-Joint and Center Bearing	Radiator Tie Rods	Height Control Valve Bracket
Air Compressor (Bendix)	Driveline Midship Plate	Radio/CB (Unlimited Mileage)	Height Control Valve Linkage
Air Dryer & Purge Valve	Electrical Power Distribution Box	Seat Belt	Spring, Air
Air Governor	Electrical Printed Circuit & Harness (Excludes Fuse)	Seat Structure	Suspension Bushings
Air Tank & Drain Valve	Engine Related Components	Shift Control	Switches
Alternator	Engine Brake (PACBrake)	Shock Absorber	Throttle Linkage and Cable
Antenna	Dipstick and Tube	Slack Adjuster	Transfer Case
Auxiliary Heater Assembly (Espar)	Fan, Fan Clutch and Sending Unit	Sleeper Boot	Transmission Shift Control & Oil Cooler
Auxiliary Transmissions	Fan Shroud	Sleeper Extender	Turbocharger Piping, Clamps & Gaskets to Inlet of SCR
Battery (PACCAR)	Heater	Speaker	Upholstery
Battery/Tool Box Assembly	Manufactured Messaging Products	Starter	Valve, All
Battery Hold Downs	Mount	Steering	Vent - Fresh Air
Brake	Shutdown System	Shaft and U-Joint	Visor (Outside and Inside)
Chamber	Exhaust Stanchion	Drag Link	Weather Stripping
Camshaft	Exhaust piping, clamps, gaskets	Gear Mounting Bracket	Wheel Bearing
Spider	Fairing	Pitman Arm	Window Defroster Fan
Drum (Excludes Scored or Heat Checked)	Fuel	Steering Wheel and Column	Window Lift (Includes Power Lift)
Bumper (Includes Aerodynamic Type)	Tank	Step	Window Regulator
Cab	Tank Strap, Cap and Vent	Supplemental Restraint System (Rollover Airbag)	Windshield Washer
Heater and Duct	Fuel Water Separator and/or Heater	Suspension	Wiper Arm (Excludes Wiper Blade)
Side Extender	Gauge and Sending Unit	Axle	Wiper Motor and Control Valve
Skirt	Heat Shield	Beams	Wiring and Connectors (Excludes Rubbed or Loose)
Water Leak	Hood Assist Spring and Hook	Dowel Pin	
Tilt Mechanism (Includes Pump)	Horn - Air or Electric	Height Control Valve	
	Hose and Fitting (Excludes Rubbed or Loose)		
	Hub Assembly (Includes Bearing)		
	Hub Caps		

PAINT

- Cab, Hood, Sleeper Paint
- Frame Paint - Black Only
- Frame Paint - All colors other than black
- Frame Paint - Logger, Mixer, Dump, Refuse, Oil Field & Construction applications

12 Months 100,000 Miles / 160,000 Kilometers
12 Months 100,000 Miles / 160,000 Kilometers
6 Months 50,000 Miles / 80,000 Kilometers
3 Months 25,000 Miles / 40,000 Kilometers

<p>MAJOR COMPONENTS 36 Months or 300,000 Miles/480,000 Kilometers whichever shall occur first. 100% Parts and Labor</p> <p>Axle - Eaton, Meritor and Dana Spicer Axles, Non-Driving and Driving, Single Speed, On-Highway with a Capacity or 46,000 Lbs. or Less (Includes Axle Input and Output Seals)(Excludes Axle Shaft Flange Gaskets, Brake Drums, Brake Shoes, Filters, Hub Assemblies, Hub Caps and Gaskets, Wheel Bearings and Wheel Seals)</p> <p>Brakes – Bendix and Meritor Applies to Brackets, Cam Shafts, Slack Adjusters and Spiders</p> <p>Cab, Hood and Sleeper Structure Cab Fasteners (Excludes Add-On Aerodynamic Devices)</p> <p>Sheppard and TRW Steering Gears</p> <p>Manual Transmissions (Excludes Oil Coolers and Shift Controls)</p> <p>Eaton Auto Shift Transmission</p> <p>Hood Half-Fenders</p>	<p>EXTENDED FRAME, STRUCTURE AND CAB CORROSION 60 Months or 500,000 Miles/800,000 Kilometers whichever shall occur first. 100% Parts and labor</p> <p>Frame Side Rails, Crossmembers, Gussets, A-Braces and Cab Corrosion</p> <p>Cab corrosion warranty applies to perforation - an actual hole in a cab panel due to corrosion. Warranty does not apply to corrosion caused by damage to a cab panel or finish paint.</p> <hr/> <p>OTHER COVERAGES 12 Months or 50,000 Miles/80,000 Kilometers whichever shall occur first. 100% Parts and Labor</p> <table> <tr> <td>Axle Shaft Flange Gaskets</td><td>Wheel Seals (Except Eaton Outrunner)</td></tr> <tr> <td>Hub Cap Gaskets</td><td>All Gaskets and Seals not specified above</td></tr> </table>	Axle Shaft Flange Gaskets	Wheel Seals (Except Eaton Outrunner)	Hub Cap Gaskets	All Gaskets and Seals not specified above
Axle Shaft Flange Gaskets	Wheel Seals (Except Eaton Outrunner)				
Hub Cap Gaskets	All Gaskets and Seals not specified above				

General Warranty Exclusions

- The following components are warranted directly to you by their respective manufacturer, and are not warranted by Peterbilt Motors Company: Engine and Engine Manufacturer's Accessories, Engine Brake (except PAC Brake), Automatic Transmissions, Tires, Tubes, Fifth Wheel, Pintle Hooks, Hitch, Wheels and Batteries not listed.
- Peterbilt does not warrant antifreeze, lubricants, bulbs, fuses, filters, mud flaps, reflectors, winter fronts, wiper nozzles or wiper blades. Trade accessories such as fire extinguishers, chains, emergency kits and tools are not warranted.
- Peterbilt is not responsible for storage deterioration, wear, and changes in adjustment resulting from normal service. This includes brake and clutch linings, drive belts, wheel balance and axle alignments or upholstery.
- Peterbilt does not warrant metallic chassis (frame) paint. Peterbilt is not responsible for paint chipping or fading, peeling from frame bolts relating to maintenance, or paint peeling from road chemical damage.
- Damage due to accident, misuse, negligence, improper or inadequate maintenance, or unauthorized modification is not warranted. Failure of replacement parts used to repair above conditions are not warrantable.
- Vibrations, squeaks, fitting and hose leaks, unusual noises, rattles, loose nuts/bolts and hose and electrical connections can develop during the early shakedown trips of the vehicle. Up to 25,000 miles/40,000 kilometers, but not later than 90 days after date of delivery, the necessary adjustments will be made without charge. Such developments after this period are usually the result of use and are not warrantable items.
- Peterbilt is not responsible for damage resulting from engine horsepower/torque upgrades.

NON - WARRANTABLE COMPONENTS/ITEMS	NON - WARRANTABLE: WEAR, DETERIORATION and/or ADJUSTMENTS	NON - WARRANTABLE FUNCTIONS OR ACTS														
<p># File with Engine Manufacturer</p> <p># Engine (see engine coverage)</p> <p># Engine Accessories</p> <p># Air Compressor (Engine Manufacturer)</p> <p>Add-on Aerodynamic Device (Dealer Installed)</p> <p>Antifreeze Solution</p> <p>Automatic Transmission (Allison)</p> <p>Brake Lining</p> <p>Bulb</p> <p>Fifth Wheel</p> <p>Filter Element</p> <p>Fire Extinguisher</p> <p>Flag and Flare Kit</p> <p>Fuel</p> <p>Fuse</p> <p>Headlight and Light Bulb</p> <p>Lubricant</p> <p>Mudflap</p> <p>Pintle Hook</p> <p>Non-Original Equipment</p> <p>Power Converter</p> <p>Reflector</p> <p>Refrigerator</p> <p>Tire</p> <p>Tow Pin</p> <p>Wheels</p> <p>Winter Front and Bug Screen</p> <p>Wiper Blade</p> <p>Wiper Nozzle</p>	<p>Peterbilt assumes no responsibility for wear and/or Deterioration of parts or Changes in Adjustment as a result of Normal Service.</p> <p>Examples:</p> <table><tr><td>Brake Adjustment</td><td>Paint Chip and/or Fade</td></tr><tr><td>Brake Drum</td><td>Soft Trim and Upholstery</td></tr><tr><td>Brake Lining</td><td>Stainless Steel Discoloration</td></tr><tr><td>Clutch Facing</td><td>Tightening a Bolt and/or Fitting</td></tr><tr><td>Engine accessory belt</td><td>Wheel and/or Axle Alignment</td></tr><tr><td>Fuse</td><td>Window and Windshield Glass</td></tr><tr><td>Mattress</td><td></td></tr></table> <p><i>This list is NOT to be construed as all-inclusive</i></p>	Brake Adjustment	Paint Chip and/or Fade	Brake Drum	Soft Trim and Upholstery	Brake Lining	Stainless Steel Discoloration	Clutch Facing	Tightening a Bolt and/or Fitting	Engine accessory belt	Wheel and/or Axle Alignment	Fuse	Window and Windshield Glass	Mattress		<p>Any Vehicle on Which the Odometer has been Altered</p> <p>Any Vehicle that has been Altered or Modified in a Manner Unauthorized by Peterbilt</p> <p>Damage Due to Accidents</p> <p>Dyno Testing (Without Prior Regional Authorization)</p> <p>Improper or Insufficient Maintenance Service</p> <p>Misuse</p> <p>Negligence</p> <p>Storage (Includes Deterioration)</p> <p>Towing and Road Calls</p> <p>Transport</p> <p>Troubleshooting and Road Testing</p>
Brake Adjustment	Paint Chip and/or Fade															
Brake Drum	Soft Trim and Upholstery															
Brake Lining	Stainless Steel Discoloration															
Clutch Facing	Tightening a Bolt and/or Fitting															
Engine accessory belt	Wheel and/or Axle Alignment															
Fuse	Window and Windshield Glass															
Mattress																

Exhibit D
STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

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

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

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

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

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

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

(Signature)

(Date)

Print Name of Person Signing

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

(Sole Proprietor Signature)

(Date)

Exhibit E
EQUAL BENEFITS COMPLIANCE DECLARATION

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

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

Consultant Name

Signature

Name (please print)

Date

Title



City Council

Approval of a Resolution Authorizing the Appropriation of \$1,000,000 of Economic Development Reserves to Support Community Economic Recovery Efforts

Agenda Date: 7/21/2020
Agenda Item Number: 4.M
File Number:20-0581

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

Title

Approval of a Resolution Authorizing the Appropriation of \$1,000,000 of Economic Development Reserves to Support Community Economic Recovery Efforts

Recommended Action

Committee Recommendation:

On July 14, the City Council moved to approve a \$1,000,000 funding strategy to support regional economic recovery efforts as recommended by the Finance Committee.

City Manager Recommendation:

Move to approve the resolution authorizing an additional \$1,000,000 of Economic Development Reserves to support community economic recovery efforts and to include the appropriation in the third quarter budget amendment ordinance which will be presented to Council in October 2020.

Report

Issue:

Whether to approve the resolution authorizing \$1,000,000 of Economic Development Reserves to support community economic recovery efforts and include the appropriation in the third quarter budget amendment ordinance which will be presented to Council in October 2020.

Staff Contact:

Mike Reid, Economic Development Director, 360.753.8591

Presenter(s):

None. Consent item only.

Background and Analysis:

City Council may revise the City's Budget by approving an ordinance. Generally, budget amendments are presented quarterly to Council for their review and approval but may be made at any time during the year. Authorizing this appropriation to be included in the third quarter budget amendment ordinance, which will be presented to Council in October, provides authorization to expend the funds.

On January 21, 2020, the Washington State Department of Health confirmed the first case of coronavirus (COVID-19) in the US in Snohomish County.

On March 15, 2020, the Governor ordered the closing of all sit-down restaurants and bars and banned gatherings of 50 or more statewide.

On March 17, 2020, City Council passed Ordinance 7233, a Declaration of Public Health Emergency, in response to the COVID-19 epidemic in our community. The order gives the City more flexibility to address the impacts of the coronavirus pandemic on the City of Olympia.

On March 18, Mike Reid, City of Olympia Economic Development Director, presented an Economic Response Plan to Finance Committee. The plan recommends contributing \$50,000 to the Thurston County United Way and Community Foundation's "COVID-19 Community Response Fund." This fund is aimed at getting immediate aid to financially impacted people. Mike also recommended appropriating \$500,000 which will be earmarked for projects identified by a Regional Economic Recovery Task Force.

On March 24, 2020, the City Council approved an ordinance appropriating \$550,000 of the Economic Development reserve funds for use in efforts to support the City's response to the community's economic distress.

On May 17, 2020 Finance Committee recommended that the City Manager bring forward an additional \$1,000,000 funding strategy for regional economic recovery efforts.

On July 14, 2020 City Council approved the funding strategy as recommended by the Finance Committee.

Staff is recommending a total of \$1,550,000 million in economic recovery spending with the first \$550,000 having been approved by Council on March 24, 2020. The additional \$1,000,000 funds will be appropriated in the operating budget Special Accounts Funds to be used on efforts like business re-opening grants, residential rental assistance, childcare funding and support, inclusive economy building, cooperative business technical assistance, and maintaining a reserve for emerging needs and opportunities.

Staff will be pursuing a reimbursement of \$550,000 of economic recovery spending through CARES Act Distribution Funding, bringing the total contribution from the City Economic Development Reserve to \$1,000,000.

Neighborhood/Community Interests (if known):

This work is vital to ensuring that residents and businesses, suffering severe financial impacts due to the novel coronavirus COVID-19 epidemic, have the resources they need to aid in their recovery.

Options:

1. Approve a resolution authorizing the appropriation of \$1,000,000 in Economic Development Reserves to support community economic recovery efforts and direct staff to include the appropriation in the third quarter budget amendment ordinance to be presented to Council in

October 2020. This provides staff with budget capacity to proceed with economic relief initiatives approved by Council.

2. Do not approve a resolution authorizing appropriation of \$1,000,000 in Economic Development Reserves and direct staff to return to Council with another funding alternative to support community economic recovery efforts.
3. Do not approve appropriating \$1,000,000 in Economic Development Reserves to support community economic recovery efforts. This will impede economic relief initiatives.

Financial Impact:

The funding source for this appropriation is reserves set aside for the purpose of economic development. Most of these reserves have been collected from proceeds received from insurance settlements related to contaminated soils. Currently, the economic development reserves total approximately, \$1.4 million. The appropriation of \$1,000,000 would reduce this reserve to approximately \$400,000. Staff will seek reimbursement of \$550,000 from CARES Act Distribution funding which will restore the balance to \$950,000.

Attachments:

Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
AUTHORIZING AN APPROPRIATION OF \$1,000,000 OF ECONOMIC DEVELOPMENT
RESERVES TO SUPPORT COMMUNITY ECONOMIC RECOVERY EFFORTS RELATED TO
CORONAVIRUS COVID-19**

WHEREAS, on January 21, 2020, the Washington State Department of Health confirmed the first case of coronavirus (COVID-19) in the United States in Snohomish County; and

WHEREAS, on February 29, 2020, Governor Jay Inslee signed Proclamation 20-05 declaring that a State of Emergency exists in all counties in the State of Washington due to the number of confirmed cases of COVID-19 in the State, and that the risk of person-to-person transmission throughout Washington State and the United States of America would significantly impact the life and health of our people, as well as the economy of Washington State, and is a public disaster that affects life, health, property or the public peace. The Governor directed State agencies and departments to utilize State resources to do everything reasonably possible to assist political subdivisions of the State in responding to and recovering from the outbreak; and

WHEREAS, on March 17, 2020, the Olympia City Council enacted Ordinance No. 7233 declaring a state of public health emergency, and that the Olympia City Council will take all actions within its powers and resources to protect the public peace, health, safety and welfare of the citizens and businesses of the City of Olympia during the novel coronavirus COVID-19 pandemic to mitigate the consequences of the illness and public health emergency taking place and to maintain essential public services such as police, fire, public works and public utilities such as water and solid waste collection; and

WHEREAS, on March 23, 2020, the Governor issued Proclamation 20-25 ordering citizens of Washington to stay home, non-essential businesses to cease operations, and restricting essential business activities until midnight April 8, 2020, subject to extension by further order of the Governor; and

WHEREAS, on March 24, 2020, the City Council passed Ordinance No. 7235 appropriating \$550,000 of Economic Development reserve funds for use in efforts to support the City's response to the community's economic distress caused by the coronavirus COVID-19; and

WHEREAS, on May 17, 2020, the Finance Committee recommended that the City Manager bring forward a funding strategy for an additional \$1,000,000 for support of regional economic recovery efforts; and

WHEREAS, on June 16, 2020, the City Council enacted Ordinance No. 7246 declaring a continuing state of public health emergency relating to coronavirus COVID-19 and authorizing actions as are reasonable and necessary to mitigate conditions caused by such public health emergency; and

WHEREAS, on July 14, 2020, the City Council considered a funding strategy proposed by staff which recommended an additional \$1,000,000 from Economic Development Reserves be appropriated to the Operating Budget Special Accounts Funds to be used on efforts such as business re-opening grants,

residential rental assistance, childcare funding and support, inclusive economy building, cooperative business technical assistance, and maintaining a reserve for emerging needs and opportunities; and

WHEREAS, staff will be pursuing a reimbursement of \$550,000 of economic recovery spending through CARES Act Distribution Funding, bringing the total contribution from the Economic Development Reserves to \$1,000,000; and

WHEREAS, authorizing appropriation of \$1,000,000 in Economic Development Reserves now to be included in the 2020 third quarter budget amendment ordinance will provide staff with the budget capacity to proceed with economic relief initiatives approved by the City Council;

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

Section 1. Pursuant to Ordinance No. 7233 and as extended by Ordinance No. 7246 declaring a continued state of public health emergency, the Olympia City Council will take all actions within its powers and resources to protect the public peace, health, safety and welfare of the citizens and businesses of the City of Olympia during the novel coronavirus COVID-19 pandemic to mitigate the consequences of the illness and public health emergency taking place and to maintain essential public services such as police, fire, public works and public utilities such as water and solid waste collection.

Section 2. The Olympia City Council hereby approves the recommendation of the Finance Committee to appropriate \$1,000,000 of Economic Development Reserves to support community economic recovery efforts to residents and businesses suffering severe financial impacts due to the novel coronavirus COVID-19 pandemic.

Section 3. The Finance Director shall and is hereby authorized to include the appropriation of \$1,000,000 in Economic Development Reserve funds in the 2020 third quarter budget amendment ordinance.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY



City Council

Approval of an Ordinance Amending Ordinance 7245 (Operating, Special and Capital Budgets)

Agenda Date: 7/21/2020
Agenda Item Number: 4.N
File Number:20-0547

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

Title

Approval of an Ordinance Amending Ordinance 7245 (Operating, Special and Capital Budgets)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the proposed Ordinance that amends Ordinance 7245 on second reading.

Report

Issue:

Whether to amend Ordinance 7245 on second reading.

Staff Contact:

Nanci Lien, Fiscal Services Director, Administrative Services Department, 360.753.8465

Presenter(s):

None - Consent Calendar item

Background and Analysis:

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

City Council may revise the City's Operating, Special Funds and Capital Budgets by approving an ordinance. Generally, budget amendments are presented quarterly to 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.

No separate ordinances have been passed since the adoption of ordinance 7245.

The attached ordinance includes recommended amendments to the 2020 Operating Funds, Specials Funds, and Capital Funds for department requests for budget amendments for the 2nd Quarter in 2020. Department requests for budget amendments are summarized below:

Administrative Services

- Reduction in appropriations of (\$69,376) for administrative correction due to duplicate entry on First Quarter Budget Amendment. Funding will increase fund balance in Special Accounts Fund.

Community Planning & Development

- \$13,000 for the Neighborhood Matching Grant Program. Budget for the grant program was not included in the 2020 budget process. Funding is from General Fund fund balance.
- \$640,448 for 2019 Home Fund (Operating Fund) Carryover that was not included on 1st Quarter Budget Amendment. Funding from Home Fund fund balance.
- \$60,000 for the purchase of portable hygiene units for homeless response during the COVID19 emergency. Funding from Thurston County.
- \$11,105 for Thurston County Hoteling for at risk population at mitigation site during COVID-19 emergency. Funding from Thurston County.
- \$5,000 for minor conversion costs at 2828 Martin Way related to dumpsters and minor carpentry and other fire requirements (smoke detectors and extinguishers related to COVID-19 emergency). Funding from Thurston County.
- \$75,000 for portable hygiene equipment for use at mitigation site or shelter sites. Funding from LOTT Reimbursement.

Fire

- \$821 for purchase of protective masks. Funding from Special Funds Economic Development Program for response to COVID-19 emergency.

General Government

- \$119,825 in appropriations for repairs to various damaged city assets. This is the unspent appropriations from 2019. Funding from restitutions related to Insurance Trust fund balance.

Police

- \$805,124 for expenditure related to the Substance Abuse Block Grant with Washington Association of Sheriffs and Police. Funding from the grant.
- \$68,828 for overtime work related to COVID-19 emergency. Funding from the Dept of Justice Office of Justice Programs.
- \$50,000 for mental health field response team's program. Funding from Washington Association of Sheriffs & Police Chiefs Grant. Total grant is \$100,000. This ordinance will appropriate \$50,000 for 2020 expenditures; the remaining grant and associated expenditures will be appropriated in 2021.

Parks

- \$13,650 for future property development. Funding from 2020 lease on Spooner Farm.
- \$500,000 for Lions Parks Sprayground Project. Funding from Recreation and Conservation Grant.
- \$349,999 for Stevens Field #2 Turf and Lights Project. Funding from Recreation and Conservation Grant.

- \$467,990 for Grass Lake Trail Project. Funding from Recreation and Conservation Grant.

Public Works Operating Funds

- Facilities - \$50,000 to improve public safety at the Hands on Children's Museum. Funding from Special Funds Economic Development Program in response to COVID-19 emergency.
- Drinking Water - \$1.7 million for seismic retrofit of the Fir Street Reservoir. Funding from Drinking Water Capital Fund fund balance.

Neighborhood/Community Interests (if known):

None noted.

Options:

1. Approve ordinance amending ordinance 7245. 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.

Financial Impact:

Total increase in appropriations of \$4,976,235 (includes transfers between funds); Operating Funds increase in appropriations of \$983,218; Special Funds increase in appropriations of \$886,378; and Capital Funds increase in appropriations of \$3,106,639. Funding sources are noted above.

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE RELATING TO THE ADOPTION OF THE CITY OF OLYMPIA'S 2020 OPERATING, SPECIAL, AND CAPITAL BUDGETS AND 2020-2025 CAPITAL FACILITIES PLAN; SETTING FORTH THE ESTIMATED REVENUES AND APPROPRIATIONS AND AMENDING ORDINANCE NO. 7245

WHEREAS, the Olympia City Council adopted the 2020 Operating, Special Funds and Capital Budgets, and 2020-2025 Capital Facilities Plan (CFP) by passing Ordinance No. 7224 on December 17, 2019; and

WHEREAS, the Olympia City Council amended Ordinance No. 7224 by passage of Ordinance No. 7245 on May 19, 2020; 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. 7245;

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

Section 1. That certain document entitled the "Capital Facilities Plan," covering the years 2020 through 2025, 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 2020 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	<u>\$1,380,799</u>	<u>\$86,894,010</u>	<u>\$88,274,809</u>	
	<u>\$1,457,799</u>	<u>\$87,868,783</u>	<u>\$89,326,582</u>	0
General, Special Sub-Funds				
Special Accounts	<u>32,348</u>	<u>\$1,180,295</u>	<u>1,212,643</u>	
	<u>(36,207)</u>	<u>1,180,295</u>	<u>1,144,088</u>	0
Development Fee Revenue	421,394	\$3,677,069	4,098,463	0
Parking	68,292	\$1,510,840	1,579,132	0
Post Employment Benefits	370,000	\$1,005,000	1,375,000	0
Washington Center Endowment	166,109	\$10,500	176,609	0
Washington Center Operating	0	\$530,500	530,500	0
Municipal Arts	0	\$59,544	59,544	0
Equipment & Facilities Reserve	3,297,723	\$1,854,047	5,151,770	0
	<u>\$5,736,665</u>	<u>\$96,721,805</u>	<u>\$102,458,470</u>	
Total General Fund	<u>\$5,745,110</u>	<u>\$97,696,578</u>	<u>\$103,441,688</u>	\$0
LID Control	-	9,797	9,797	0
LID Guarantee	9,797	-	9,797	0
4th/5th Avenue Corridor Bridge Loan	-	539,099	539,099	0
UTGO Bond Fund - 2009 Fire	0	1,190,757	1,190,757	0
City Hall Debt Fund - 2009	0	2,419,518	2,419,518	0
2010 LTGO Bond - Street Projects	0	438,613	438,613	0
L.O.C.A.L. Debt Fund - 2010	0	89,142	89,142	0
2010B LTGO Bonds - HOCM	0	457,088	457,088	0
2013 LTGO Bond Fund	0	675,775	675,775	0
2016 LTGO Parks BAN	0	14,673,000	14,673,000	0
Water Utility O&M	0	15,729,920	15,369,088	360,832
Sewer Utility O&M	3,603	21,553,824	21,557,427	0
Solid Waste Utility	0	13,621,465	13,384,073	237,392
Stormwater Utility	791,953	5,710,756	6,502,709	0
Water/Sewer Bonds	0	2,042,382	2,042,382	0
Stormwater Debt Fund	0	123,650	123,650	0
Water/Sewer Bond Reserve	0	0	0	0
Equipment Rental	123,364	2,509,643	2,633,007	0
Subtotal Other Operating Funds	\$928,717	\$81,784,429	\$82,114,922	\$598,224
Total Operating Budget	<u>\$6,665,382</u>	<u>\$178,506,234</u>	<u>\$184,573,392</u>	
	<u>\$6,673,827</u>	<u>\$179,481,007</u>	<u>\$185,556,610</u>	\$598,224

Special Funds Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
HUD Fund	\$0	\$600,000	\$592,130	7,870
Lodging Tax Fund	0	1,132,309	1,072,443	59,866
Parking Business Improvement Area Fund	30565	100,000	130,565	0
Farmers Market Repair and Replacement Fund	0	0	0	0
Hands On Children's Museum	132,854 182,854	543,634 543,634	676,488 726,488	0
Transportation Benefit District	2,430,059	0	2430059	0
Olympia Metropolitan Park District	2,673,719	0	2673719	0
Home Fund Operating Fund	0 2,445,711 640,448	2,445,711 2,521,816	2,445,711 3,162,264	0
Fire Equipment Replacement Fund	2,061,546	200,000	2,261,546	0
Equipment Rental Replacement Reserve Fund	2,376,762	2,336,577	4,713,339	0
Unemployment Compensation Fund	0	112,500	85,000	27,500
Insurance Trust Fund	0 2,476,186 119,825	2,476,186 2,476,186	2,476,186 2,596,011	0
Workers Compensation Fund	204,000	1,450,500	1,654,500	0
Total Special Funds Budget	\$9,909,505 \$10,719,778	\$11,397,417 \$11,473,522	\$21,211,686 \$22,098,064	\$95,236

Capital Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
Impact Fee	\$8,823,949	\$467,191	\$9,291,140	0
SEPA Mitigation Fee Fund	713,682	0	713,682	0
Parks & Recreational Sidewalk, Utility Tax Fund	3,361,650	\$2,668,536	6,030,186	0
Real Estate Excise Tax Fund	3,722,621	\$2,274,752	5,997,373	0
Capital Improvement Fund	8,265,023 8,265,023	\$35,486,641 \$36,818,280	43,751,664 45,083,303	0
Olympia Home Fund Capital Fund	0 1,561,310 0	1,561,310 \$1,636,310	1,561,310 1,636,310	0
Water CIP Fund	21,079,287 22,779,287	\$9,188,758 \$9,188,758	30,268,045 31,968,045	0
Sewer CIP Fund	10,642,267	\$1,692,301	12,334,568	0
Waste ReSources CIP Fund	0	\$390,300	232,552	157,748
Storm Water CIP Fund	9,583,180	\$3,486,758	13,069,938	0
Storm Drainage Mitigation Fund	441,037	\$0	441,037	0
Total Capital Budget	\$66,632,696 \$68,332,696	\$57,216,547 \$58,623,186	\$123,691,495 \$126,798,134	\$157,748

Total City Budget	\$83,207,583 \$85,726,301	\$247,120,198 \$249,577,715	\$329,476,573 \$334,452,808	\$851,208
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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: