



CITY COUNCIL

ANDY RYDER

Mayor

MALCOLM MILLER

Deputy Mayor

LENNY GREENSTEIN

MICHAEL STEADMAN

CAROLYN COX

ED KUNKEL

ROBIN VAZQUEZ

CITY MANAGER

SCOTT SPENCE

LACEY CITY COUNCIL AGENDA

FEBRUARY 3, 2022

6:00 P.M.

REMOTE ATTENDANCE

AMENDED

The Lacey City Council meeting will be conducted remotely. You may view the Council meeting by watching live using one of following platforms: [Live Meetings](#), [YouTube](#), [Facebook](#), Thurston Community Media, Channel 3 with your local cable provider, or Zoom:

https://us02web.zoom.us/webinar/register/WN_ji3AzWRVQg-ibkSDgHmyVg

The public may listen to the meeting via telephone by dialing toll-free: **(888) 788-0099** or **(877) 853-5247** - when prompted enter Webinar ID **864 4912 5092**

CALL TO ORDER:

1. PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA & CONSENT AGENDA ITEMS*

- A. [Council Worksession minutes of January 13, 2022](#)
- B. [Council Meeting minutes of January 20, 2022](#)
- C. [A motion to approve payment of claims, wages, and transfers for January 13, 2022 through January 26, 2022](#)

**Items listed under the consent agenda are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

3. PUBLIC RECOGNITIONS AND PRESENTATIONS:

4. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA**

VERBAL PUBLIC COMMENT

Persons wishing to provide verbal public comment on items NOT on the agenda must preregister to speak at https://us02web.zoom.us/webinar/register/WN_ji3AzWRVQg-ibkSDgHmyVg. Instructions and access details will be provided once registration is complete. Registration for verbal public comment closes at 4:00 p.m. on February 3, 2022.

WRITTEN PUBLIC COMMENT

Public comments may also be submitted by email to publiccomment@ci.lacey.wa.us. Written comments will be provided to the City Council electronically prior to the meeting. Comments will not be addressed during the Council meeting; however, comments received will be added to the official record. The commenting period will close at 4:00 p.m. on February 3, 2022.

5. PUBLIC HEARING:

*****HOW TO TESTIFY AT THE PUBLIC HEARING**

Persons wishing to provide verbal testimony on the Tolmie Park Estates ULID 25 Formation must preregister to speak at https://us02web.zoom.us/webinar/register/WN_ji3AzWRVQg-ibkSDgHmyVg. Instructions and access details will be provided once registration is complete. Registration for verbal public comments closes at 4:00 p.m. on February 3, 2022.

*****WRITTEN TESTIMONY**

Persons wishing to provide written testimony may send their comments to publiccomment@ci.lacey.wa.us no later than 4:00 p.m. on February 3, 2022.

A. [Tolmie Park Estates ULID 25 Hearing](#) (Peter Brooks)

6. PROCLAMATIONS:

A. [Black History Month](#) (Hank Sheegog, Fred U. Harris Lodge)

7. REFERRAL FROM PLANNING COMMISSION:

8. REFERRAL FROM HEARINGS EXAMINER:

9. RESOLUTIONS:

10. ORDINANCES:

A. [Ordinance No. 1613 - Tolmie Park Estates ULID 25](#) (Dave Schneider)

11. MAYOR'S REPORT:

12. CITY MANAGER'S REPORT:

A. [Greg Cuoio Parks & Greenways Master Plan](#) (Jen Burbidge)

B. [Professional Services Agreement - Thurston EDC BIPOC Training Program](#)
(Wesley Nguyen)

13. STANDING GENERAL COMMITTEE:

14. OTHER BUSINESS:

15. BOARDS, COMMISSIONS AND COMMITTEE REPORTS:

A. Mayor Andy Ryder:

1. Mayors' Forum
2. Thurston Chamber Shared Legislative Committee
3. Transportation Policy Board (TPB)

B. Deputy Mayor Malcolm Miller:

1. Economic Development Council (EDC)
2. Lodging Tax Advisory Committee (LTAC)
3. Thurston County Coalition Against Trafficking (TCCAT)
4. Thurston Thrives

C. Councilmember Carolyn Cox:

1. Climate Action Steering Committee
2. LOTT Clean Water Alliance
3. Regional Housing Council

- D. Councilmember Lenny Greenstein:
 - 1. Emergency Medical Services (EMS)
 - 2. TCOMM911
- E. Councilmember Michael Steadman:
 - 1. Community Action Council
 - 2. Nisqually River Council
 - 3. Thurston County Law & Justice Council
- F. Councilmember Ed Kunkel:
 - 1. Joint Animal Services Commission (JASCOM)
 - 2. Lacey South Sound Chamber
 - 3. Olympia-Lacey-Tumwater Visitor & Convention Bureau (VCB)
 - 4. Solid Waste Advisory Committee (SWAC)
- G. Councilmember Robin Vazquez:
 - 1. Intercity Transit Authority
 - 2. Olympic Region Clean Air Agency (ORCAA)
 - 3. Thurston Regional Planning Council (TRPC)

16. ADJOURN

MINUTES OF THE LACEY CITY COUNCIL WORKSESSION

THURSDAY, JANUARY 13, 2022

6:00 P.M. – 7:40 P.M.

REMOTE ONLY

To hear the full discussion of a specific topic, or the complete meeting, watch the recorded meeting available on YouTube – <https://youtu.be/oag-D2vQdaU>

COUNCIL PRESENT: MAYOR RYDER, DEPUTY MAYOR MILLER, COUNCILMEMBERS GREENSTEIN, COX, KUNKEL, VAZQUEZ

COUNCIL EXCUSED: COUNCILMEMBER STEADMAN

STAFF PRESENT: S. SPENCE, J. BURBIDGE, S. KELLEY-FONG, D. SCHNEIDER, R. WALK, G. BECK, E. FONTAINE

Mayor Ryder amended the agenda to include agenda item *Thurston County Home Fund Update*.

ACTION: APPROVE AMENDED WORKSESSION AGENDA

MOTION: MOTION MADE, SECONDED AND CARRIED BY COUNCILMEMBERS GREENSTEIN AND VAZQUEZ

INTERLOCAL AGREEMENT – THURSTON REGIONAL CLIMATE ACTION PLAN PHASE 4

PRESENTERS: RICK WALK, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
GRANT BECK, PLANNING & DEVELOPMENT SERVICES MANAGER
ALLISON OSTERBERG, SENIOR PLANNER, THURSTON REGIONAL
PLANNING COUNCIL

ACTION: INFORMATION ONLY

Staff provided an update on Phase 4 of the Thurston Regional Climate Action Plan and reviewed a proposed Interlocal Agreement (ILA).

The primary deliverable for Phase 3 included preparing governance documents for long term regional implementation of the Action Plan. This resulted in the Phase 4 ILA and 2022 Work Program.

The Steering Committee, comprised of elected officials from participating jurisdictions, developed a 2022 Work Program to continue the implementation process. The total budget for 2022 is \$242,648, with Lacey's share being \$60,662.

The Committee will also develop a work program and proposed budget for the following year. The ILA does not create an ongoing financial commitment as participation is contingent upon the appropriation of funds by the legislative authority of each jurisdiction. If no such appropriation is made by a jurisdiction, that party is no longer part of the ILA, with notice to the other parties.

The proposed ILA will be presented at the January 20, 2022, Council Meeting for formal consideration.

INTERLOCAL AGREEMENT – REGIONAL BUILDING ELECTRIFICATION COST ASSESSMENT STUDY

STAFF: RICK WALK, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
ACTION: INFORMATION ONLY

Rick Walk, Community & Economic Development Director, presented the Interlocal Agreement (ILA) to fund the Regional Building Electrification Cost Assessment Study.

The building electrification cost impact study is estimated to cost \$30,476 to complete. If all four partners, Lacey, Olympia, Tumwater and Thurston County, participate through the ILA the partner proportionate share would total \$7,619. If a partner decides to not participate, the study will still move forward and the proportionate share will increase based on the number of participants.

The briefing provided an overview of the ILA, the purpose of the study, and process timeline.

The proposed ILA will be presented at the January 20, 2022, Council meeting for formal consideration.

GREG CUOIO PARK & GREENWAYS MASTER PLAN

STAFF: JEN BURBIDGE, PARKS, CULTURE & RECREATION DIRECTOR
JULIET VONG, HBB LANDSCAPE ARCHITECTURE
ACTION: INFORMATION ONLY

Jen Burbidge, Parks, Culture and Recreation Director, presented a review of the proposed Master Plan, as approved and recommended by the Lacey Board of Park Commissioners.

The Greg Cuoio Park & Greenways Master Plan is a long-term project that comes with considerable cost. Staff have identified the best opportunity to provide near term access for the public is to consider an initial first phase. This phase could include walking trails, parking, and disc golf, which are elements identified in the plan. It was recommended that staff move forward with preplanning of a first phase to identify capital and maintenance costs. Once complete, an implementation proposal would be reviewed by Council for consideration.

Council expressed desire to have Phase 1 construction begin by end of 2022.

Approval of the Master Plan is currently scheduled for the February 3, 2022, Council Meeting.

HERITAGE CAPITAL PROJECTS GRANT (HCPG) – NEW LACEY MUSEUM & CULTURAL CENTER PROJECT

STAFF: JEN BURBIDGE, PARKS, CULTURE & RECREATION DIRECTOR

ACTION: INFORMATION ONLY

Jen Burbidge, Parks, Culture and Recreation Director, provided an update on the Heritage Capital Projects Grant (HCPG) for the New Lacey Museum & Cultural Center Project.

The project is currently in progress within Phase 3, which includes site clearing and building demolition.

This is the second HCPG received for this project at \$607,709. The first HCPG resulted in \$989,000.

Next steps include a bid approval scheduled for January 20, 2022. Phase 3 work will start in February with eighty (80) working days to complete.

A more detailed project update will be provided at the February 24, 2022, City Council and Historical Commission Joint Worksession.

**COUNCIL ASSIGNMENTS – COUNCIL COMMITTEES AND INTERGOVERNMENTAL
BOARDS/COMMISSIONS**

PRESENTER: MAYOR RYDER

ACTION: INFORMATION ONLY

Mayor Ryder and Council reviewed Council assignments for Council Committees and made the following updates:

- Deputy Mayor Miller was assigned to the Finance & Economic Development Committee
- Councilmember Kunkel was assigned to the General Government & Public Safety Committee
- Councilmember Vazquez was assigned to the Land Use & Environment Committee
- Councilmember Vazquez was assigned to the Transportation Committee, in place of Councilmember Cox
- Councilmember Cox was assigned to the Utilities Committee, in place of Deputy Mayor Miller

Mayor Ryder and Council also reviewed Council assignments for Intergovernmental Boards and Commissions and made the following recommendations:

Climate Action Steering Committee:

Delegate: Councilmember Cox

Alternate: Councilmember Vazquez

Community Action Council:

Delegate: Councilmember Steadman

Alternate: Councilmember Kunkel

Economic Development Council:

Delegate: Deputy Mayor Miller

Alternate: Councilmember Kunkel

Emergency Medical Services:

Delegate: Councilmember Greenstein

Alternate: Councilmember Steadman

Intercity Transit Authority:

Delegate: Councilmember Vazquez

Alternate: Councilmember Cox

Joint Animal Services Commission:

Delegate: Councilmember Kunkel

Alternate: Deputy Mayor Miller

LOTT Clean Water Alliance:

Delegate: Councilmember Cox

Alternate: Councilmember Kunkel

Mayors' Forum:

Delegate: Mayor Ryder

Alternate: Deputy Mayor Miller

Olympia-Lacey-Tumwater Visitor & Convention Bureau:

Delegate: Councilmember Kunkel

Alternate: Deputy Mayor Miller

Olympic Region Clean Air Agency:

Delegate: Councilmember Vazquez

Alternate: Councilmember Cox

Regional Housing Council:

Delegate: Mayor Ryder

Alternate: Councilmember Cox

Solid Waste Advisory Committee:

Delegate: Councilmember Kunkel

Alternate: Councilmember Greenstein

TCOMM 911:

Delegate: Councilmember Greenstein

Alternate: Councilmember Steadman

Thurston County Law & Justice Council:

Delegate: Councilmember Steadman

Alternate: Councilmember Greenstein

Thurston Regional Planning Council:

Delegate: Councilmember Vazquez

Alternate: Deputy Mayor Miller

Thurston Thrives:

Delegate: Deputy Mayor Miller

Alternate: Councilmember Vazquez

Transportation Policy Board:

Delegate: Mayor Ryder

Alternate: Councilmember Steadman

Ad Hoc Committees:

Law Enforcement Officers and Firefighters (LEOFF)

Delegate: Councilmember Greenstein

Alternate: Councilmember Steadman

Lodging Tax Advisory Committee

Delegate: Deputy Mayor Miller

Alternate: Councilmember Kunkel

Thurston Chamber Shared Legislative Committee

Delegate: Mayor Ryder

Thurston County Coalition Against Human Trafficking

Delegate: Deputy Mayor Miller

Alternate: Councilmembers Kunkel and Vazquez

Lacey South Sound Chamber

Delegate: Councilmember Kunkel

Alternate: Councilmember Steadman

Council Committees will vote on a new chair at a future meeting.

THURSTON COUNTY HOME FUND BRIEFING

STAFF: SCOTT SPENCE, CITY MANAGER

ACTION: INFORMATION ONLY

Scott Spence, City Manager, presented an update on the Thurston County Home Fund.

The briefing included the following topics of discussion:

- Jurisdictional considerations

- Regional Housing Council as a decision-making body
- Potential Interlocal Agreement Amendments
- Public Reporting



**MINUTES OF A REGULAR MEETING OF THE
LACEY CITY COUNCIL
THURSDAY, JANUARY 20, 2022
REMOTE ATTENDANCE**

To hear Council's full discussion of a specific topic, or the complete meeting, watch the video-stream available on YouTube – <https://youtu.be/7dU52c3msg4>

CALL TO ORDER

Mayor Ryder called the meeting to order at 6:00 p.m.

1. PLEDGE OF ALLEGIANCE

Mayor Ryder led the Pledge of Allegiance.

Council Present:

Mayor Andy Ryder
Deputy Mayor Malcolm Miller
Councilmember Carolyn Cox
Councilmember Lenny Greenstein
Councilmember Ed Kunkel
Councilmember Michael Steadman
Councilmember Robin Vazquez

Staff Present:

Scott Spence, City Manager
Robert Almada, Chief of Police
Scott Egger, Public Works Director
Shannon Kelley-Fong, Assistant City Manager
Dave Schneider, City Attorney
Rick Walk, Community & Economic Development Director
Troy Woo, Finance Director
Grant Beck, Planning & Development Services Manager
Ryan Andrews, Planning Manager
Jeannette Sieler, Recreation Supervisor II
Ashley Smith, Capital Projects Engineer
Peri Edmonds, City Clerk

2. APPROVAL OF AGENDA AND CONSENT AGENDA

Consent Agenda Items:

- A. Council Meeting minutes of January 6, 2022
- B. A motion to approve payment of claims, wages, and transfers for December 30, 2021, through January 12, 2022

**COUNCILMEMBER GREENSTEIN MOVED TO APPROVE THE AGENDA AND
CONSENT AGENDA. DEPUTY MAYOR MILLER SECONDED. MOTION
CARRIED.**

3. PUBLIC RECOGNITIONS AND PRESENTATIONS

- A. Ryen Hill, Youth Councilmember, presented the Lacey Youth Council Report.
- B. Mayor Ryder presented a Public Service Award to Parks Board Member Erwin Vidallon.
- C. Chief Almada provided a commendation presentation for Lacey's Community Resource Unit and Mobile Outreach Team.
- D. Jeannette Sieler, Recreation Supervisor, and Karen Johnson with North Thurston Public Schools, presented the Bookmark Winners for Lacey Loves to Read.

4. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

Verbal Public Comments: The deadline to pre-register to speak was 4:00 p.m. the day of the meeting.

There were two public comments:

Cynthia Pratt, Lacey resident and former Deputy Mayor, commented on an increase in litter in the City.

Lynn Fitzhugh commented on the Urban Forestry Plan.

Written Public Comments: The deadline to submit written public comments was 4:00 p.m. the day of the meeting. Written comments are not addressed during the meeting; however, they are added to the official record.

One written public comment was received and forwarded to Council.

5. PUBLIC HEARING

6. PROCLAMATIONS

- A. Jeannette Sieler, Recreation Supervisor, presented the Lacey Loves to Read Proclamation.
- B. Former Deputy Mayor, Cynthia Pratt, was presented a proclamation as the first Poet Laureate for the City of Lacey.

7. REFERRAL FROM PLANNING COMMISSION

- A. Ryan Andrews, Planning Manager, presented Ordinance No. 1612. The Ordinance amends the Lacey Municipal Code to implement recommendations of the Affordable Housing Strategy and Housing Action Plan.

COUNCILMEMBER STEADMAN MOVED TO APPROVE ORDINANCE NO. 1612 AMENDING THE LACEY MUNICIPAL CODE RELATING TO HOUSING IMPLEMENTATION INITIATIVES. COUNCILMEMBER VAZQUEZ SECONDED. MOTION CARRIED.

8. REFERRAL FROM HEARINGS EXAMINER

9. RESOLUTIONS

10. ORDINANCES

11. MAYOR'S REPORT

- A. Mayor Ryder recommended the appointment of Dave Weber to the Board of Park Commissioners.

MAYOR RYDER MOVED TO APPOINT DAVE WEBER TO THE BOARD OF PARK COMMISSIONERS. COUNCILMEMBER GREENSTEIN SECONDED. MOTION CARRIED.

- B. Mayor Ryder presented proposed changes to the Council assignments Committees and Intergovernmental Boards & Commissions:

Land Use Committee:

- Remove Councilmember Kunkel
- Add Councilmember Greenstein

Community Relations & Public Affairs Committee:

- Remove Councilmember Greenstein
- Add Councilmember Kunkel

Regional Housing Council:

- Councilmember Cox (Primary)
- Mayor Ryder (Alternate)

Thurston Regional Planning Council (TRPC)

- Councilmember Vazquez (Primary)
- Deputy Mayor Miller (Alternate)

COUNCILMEMBER GREENSTEIN MOVED TO APPROVE THE AMENDED COUNCIL ASSIGNMENTS FOR COMMITTEES AND INTERGOVERNMENTAL BOARDS & COMMISSIONS. COUNCILMEMBER COX SECONDED. MOTION CARRIED.

12. CITY MANAGER'S REPORT

- A. Ashley Smith, Capital Projects Engineer, presented Lacey Contract Number PW 2019-41 for the Lacey Museum & Cultural Center. Swofford Excavating of Washougal, Washington, submitted the lowest responsible bid at \$307,414.46. The Engineers Estimate is \$464,403.00 and ten (10) bids were received.

DEPUTY MAYOR MILLER MOVED TO AWARD LACEY CONTRACT NUMBER PW 2019-41 TO SWOFFORD EXCAVATING FROM WASHOUGAL, WASHINGTON, IN THE AMOUNT OF \$307,414.46. COUNCILMEMBER GREENSTEIN SECONDED. MOTION CARRIED.

- B. Grant Beck, Planning & Development Manager, presented the Thurston Regional Climate Action Plan Phase 4 Interlocal Agreement.

COUNCILMEMBER VAZQUEZ MOVED TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT FOR IMPLEMENTATION OF THE THURSTON CLIMATE MITIGATION PLAN. COUNCILMEMBER COX SECONDED. MOTION CARRIED.

- C. Rick Walk, Community & Economic Development Director, presented the Regional Building Electrification Cost Assessment Study. All comments from Thurston County have not been received. Staff will bring back to Council any major changes as a result of the comments. Staff requests any minor changes be made without forwarding to Council.

MAYOR RYDER MOVED TO AUTHORIZE THE CITY MANAGER TO SIGN THE INTERLOCAL AGREEMENT TO FUND THE REGIONAL BUILDING ELECTRIFICATION COST STUDY AND APPROVE STAFF'S RECOMMENDATION TO MAKE MINOR CHANGES, IF NECESSARY, AND FORWARD MAJOR CHANGES TO THE CITY COUNCIL FOR FURTHER REVIEW. COUNCILMEMBER GREENSTEIN SECONDED. MOTION CARRIED.

Scott Spence, City Manager, recognized Martin Hoppe, Transportation Manager, and the Public Works Department for receiving an additional \$216,000 award from Thurston Regional Planning Commission for the design of the future roundabout at Willamette Drive and Campus Glenn Drive.

13. STANDING COMMITTEES

- A. Utilities Committee
Councilmember Kunkel reported on the January 3, 2022, meeting.

14. OTHER BUSINESS

15. BOARDS, COMMISSIONS AND COMMITTEE REPORTS

- A. Mayor Ryder
 - 1. Mayor's Forum – **no report**
 - 2. Thurston Chamber Shared Legislative Committee – **no report**
 - 3. Transportation Policy Board – **made a report**
- B. Councilmember Cox
 - 1. Regional Housing Council – **no report**
 - 2. Intercity Transit – **made report**
 - 3. Olympia Region Clean Area Agency (ORCAA) (*alternate*) – **made report**
 - 4. Climate Mitigation Steering Committee – **no report**
- C. Councilmember Greenstein
 - 1. Emergency Medical Services (EMS) – **made report**
 - 2. TCOMM911 – **made report**
 - 3. LOTT Clean Water Alliance (*alternate*) – **no report**
- D. Deputy Mayor Miller
 - 1. Thurston Regional Planning Council (TRPC) – **report made**
 - 2. Thurston Thrives – **no report**
 - 3. Lodging Tax Advisory Committee (LTAC) – **no report**
 - 4. Thurston County Coalition Against Trafficking (TCCAT) – **no report**
 - 5. Joint Animal Services Commission (JASCOM) (*alternate*) – **no report**
- E. Councilmember Steadman
 - 1. Community Action Council – **no report**
 - 2. Nisqually River Council – **no report**
 - 3. Thurston County Law & Justice – **no report**
- F. Councilmember Kunkel
 - 1. Olympia-Lacey-Tumwater Visitor & Convention Bureau (VCB) – **made report**
 - 2. Lacey South Sound Chamber – **no report**
 - 3. Economic Development Council (EDC) – **no report**
 - 4. Solid Waste Advisory Committee (SWAC) – **no report**
- G. Councilmember Vazquez – **no report**

16. ADJOURN

Mayor Ryder adjourned the Meeting at 8:12 p.m.

MAYOR: _____

ATTESTED BY CITY CLERK: _____

DATE APPROVED: _____



LACEY CITY COUNCIL MEETING February 3, 2022

SUBJECT: Disbursement Approval

RECOMMENDATION: By motion, approve payment of claims, wages, and transfers.

STAFF CONTACT: Troy Woo, Finance Director *TW*

ORIGINATED BY: Troy Woo, Finance Department

BACKGROUND:

The action requested of the City Council is by motion to approve payment of claims, wages and transfers for 1/13/2022 through 1/26/2022. The disbursements consist of the following:

Checks:	<u>Week of</u>	<u>Beg. Check No.</u>	<u>End. Check No.</u>	<u>Amount</u>
	1/14/2022	261121	261383	550,150.87
	1/21/2022	261384	261494	1,995,313.31

Electronic Transfers:	<u>Week of</u>	<u>Amount</u>
	1/4/2022	4,137.73
	1/7/2022	16,517.35
	1/12/2022	147.00
	1/14/2022	220,122.96
	1/14/2022	126.00
	1/19/2022	295.00
	1/20/2022	96.29
	1/21/2022	155,270.36
	1/24/2022	162.00
	*1/24/2022	122.60
	1/26/2022	198.00

* Disbursements for employee out-of-pocket deductions and employee benefits.

Significant Disbursements:

<u>Vendor</u>	<u>Amount</u>	<u>Description</u>
Holt Services, Inc.	\$ 68,455.57	Well Source 4 Test Well
MurraySmith, Inc.	\$ 54,078.32	Water Plan, Madrona Wells, Liftstation 3
Thurston Co. EDC	\$ 175,000.00	Lacey MakerSpace Operations
Active Construction, Inc.	\$ 808,285.86	Cap City Water/Sewer Ph. 2
Parametrix, Inc.	\$ 83,943.48	College Street Phase 3
WA Cities Insurance Auth.	\$ 769,136.00	Annual Liability & Property Insurance



LACEY CITY COUNCIL MEETING

February 3, 2022

SUBJECT: Tolmie Park Estates Utility Local Improvement District 25 (ULID 25)

RECOMMENDATION: 1) Conduct a public hearing to consider comments from property owners within the proposed ULID 25 regarding the formation of an Improvement District for the construction of wastewater facilities.
2) Council approves Ordinance 1613 forming the Tolmie Park Estates Utility Local Improvement District 25.

STAFF CONTACT: Scott Spence, City Manager *SS*
Troy Woo, Finance Director *TW*
Dave Schneider, City Attorney
Scott Egger, Public Works Director *SE*
Peter Brooks, Water Resources Manager *PGB*

ORIGINATED BY: Public Works

ATTACHMENTS: 1. [Ordinance No. 1613](#)
2. [Map of ULID 25 Boundaries.](#)
3. [Preliminary Roll](#)
4. [Estimate of ULID Cost](#)

FISCAL NOTE: The estimated cost of the project is \$3,085,794. The Lacey City Council has pledged two million dollars toward this project. The final costs are intended to be repaid through the use of the ULID process and assessment liens against each of the properties within the proposed district. However, the City will fund the project with bonds initially to pay the cost of the project to be later reimbursed by virtue of the assessment liens. The ULID lien payments will be repaid to the City over a period of time with an interest rate established by the City Council as part of the Utility Local Improvement District process.

PRIOR REVIEW: Council Worksession – July 8, 2021
Utilities Committee Meeting – November 1, 2021
City Council Meeting – January 6, 2022

BACKGROUND:

Tolmie Park Estates is a neighborhood in the Lacey UGA comprised of 47 parcels and served by a failing Large Onsite Septic System (LOSS). This failing LOSS pollutes shallow groundwater, which in turn flows to Woodland Creek and Henderson Inlet.

A representative from the Tolmie Park Estates neighborhood approached the City regarding the feasibility of connecting Tolmie Park Estates properties to City sewer. Staff briefed the full City Council on this subject at the July 8 Council Worksession. At that meeting the City Council agreed to contribute two million dollars towards the estimated three-million-dollar project cost to mitigate the public health risk posed by the failing LOSS, provided the HOA completed the project and connected to Lacey sewer.

A presentation on the need for the project and the option of forming a Utility Local Improvement District (ULID) to install sewer and decommission the LOSS was provided to the HOA membership by staff on September 20, 2021. At the meeting, staff explained that to move forward with the ULID the HOA needed to provide petitions from the parcel owners requesting formation of the ULID. Staff have received the petitions. Conservatively, at least 74% of the parcel owners provided petitions in favor of forming the ULID. At the January 6, 2022 Lacey City Council meeting, the Council voted to approve Resolution 1114 setting the date of February 3, 2022 for the formation hearing for ULID 25 (Tolmie Park Estates Sewer).

Per RCW 35.43.070, a city government may form a utility local improvement district by ordinance pursuant to a resolution. The City Attorney has prepared Ordinance 1613 for this purpose. The purpose of the hearing will be to hear from property owners as to whether the District should be formed allowing the project to proceed. If after the formation hearing on February 3, 2022, the City Council chooses to form ULID 25, the accompanying ordinance can be approved to accomplish that purpose. After the improvement is made, an additional public hearing will be held to consider the final assessment roll, which will be based upon the actual cost of the project and administrative charges.

ADVANTAGES:

1. Approving Ordinance 1613 will form ULID 25, which staff understand has majority support from the parcel owners in the proposed district.
2. Connecting Tolmie Park Estates property owners to City sewer will terminate the use of a failing LOSS which pollutes shallow groundwater which in turn flows to Woodland Creek and Henderson Inlet

DISADVANTAGES:

1. The City will initially need to pay the cost of construction funded with bond funds; however, funds will be repaid, over time, with interest by the owners of the properties within to proposed District.

ORDINANCE NO. 1613

CITY OF LACEY

AN ORDINANCE OF THE CITY OF LACEY, WASHINGTON, PROVIDING FOR THE IMPROVEMENT OF A CERTAIN AREA OF LAND BY THE CONSTRUCTION AND INSTALLATION OF SEWER LINE AND ALLOWING FOR THE CONNECTION THERETO BY DOING ALL WORK NECESSARY IN CONNECTION THEREWITH; ORDERING THE FORMATION OF UTILITY LOCAL IMPROVEMENT DISTRICT NO. 25 AND PROVIDING FOR THE PAYMENT OF THE COSTS OF SAID IMPROVEMENTS BY SPECIAL ASSESSMENTS UPON THE PROPERTY OF SAID DISTRICT SPECIALLY BENEFITED BY SAID IMPROVEMENTS (ULID 25 – TOLMIE PARK ESTATES) AND APPROVING A SUMMARY FOR PUBLICATION.

WHEREAS, on January 6, 2022, the Lacey City Council passed Resolution No. 1114 declaring its intention to improve a certain area of land by the construction and installation of sewer line and allowing for the connection thereto by doing all work necessary in connection therewith and scheduling a public hearing for February 3, 2022;

WHEREAS, notice of the hearing on said Resolution was duly published in the manner required by law and notice of said hearing was duly given by mailing as required by law with a preliminary estimated assessment based upon the construction and installation of sewer line; and

WHEREAS, said hearing was held on February 3, 2022, as provided in said notice and after discussion of said improvements and due consideration thereof, the Council has determined to order the construction and installation of sewer line hereinafter more particularly described and to create a Utility Local Improvement District.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, as follows:

Section 1. PLAN OF IMPROVEMENTS. That certain area described as set forth in Exhibit "A" and within the Utility Local Improvement District hereinafter formed shall be improved by construction and installation of sewer line described in Exhibit "B" attached hereto

and incorporated by reference herein. This improvement is consistent with the Comprehensive Plan of the City.

In carrying out the Plan of Improvements, the City shall construct and install all of the described improvements and all appurtenances necessary for the improvements and shall acquire by purchase or condemnation, gift or grant or lease, all property, both real and personal, or any interest therein, and all rights-of-way, franchises and easements which may be found necessary to acquire, construct and install the described improvements, all as more particularly set forth in maps and plans on file with the Department of Public Works of the City.

Section 2. CREATION OF ULID. There is hereby established a Utility Local Improvement District of the City to be known as "Utility Local Improvement District No. 25". Said district shall include all of the property described in Exhibit "A" attached hereto and incorporated by reference herein.

Section 3. COST OF IMPROVEMENTS. The estimated aggregate cost of the improvements is \$3,085,773. The City of Lacey will assume two-million dollars (\$2,000,000) of the cost of the improvements. The entire remainder of the costs of the improvements shall be borne by and assessed against the property within Utility Local Improvement District No. 25 in accordance with the special benefits which accrue to said properties by virtue of the planned improvements. The estimated aggregate amount of said assessments is \$1,085,773.

Section 4. FINANCING AND REIMBURSEMENTS. To finance or refinance the construction of the Plan of Improvements, the City may do an interfund loan, use other available City funds, issue bond anticipation notes or bonds. It is the intent of the City to reimburse a portion of the costs of the Plan of Improvements with proceeds of bonds (the "Reimbursement Bonds"), the interest of which is excludable from gross income under Section 103 of the Internal Revenue Code

of 1986, as amended. The expenditures with respect to which the City reasonably expects to be reimbursed from the proceeds of Reimbursement Bonds will be made from the Sewer Fund.

Section 5. SEVERABILITY. If any section, sentence, clause or phrase of this ordinance should be held to be invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. CORRECTIONS. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 7. The summary attached hereto is hereby approved for publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON,
this 3rd day of February, 2022.

CITY COUNCIL

By: _____
Mayor

Approved as to form:

City Attorney

Attest:

City Clerk

SUMMARY FOR PUBLICATION

ORDINANCE NO. 1613

CITY OF LACEY

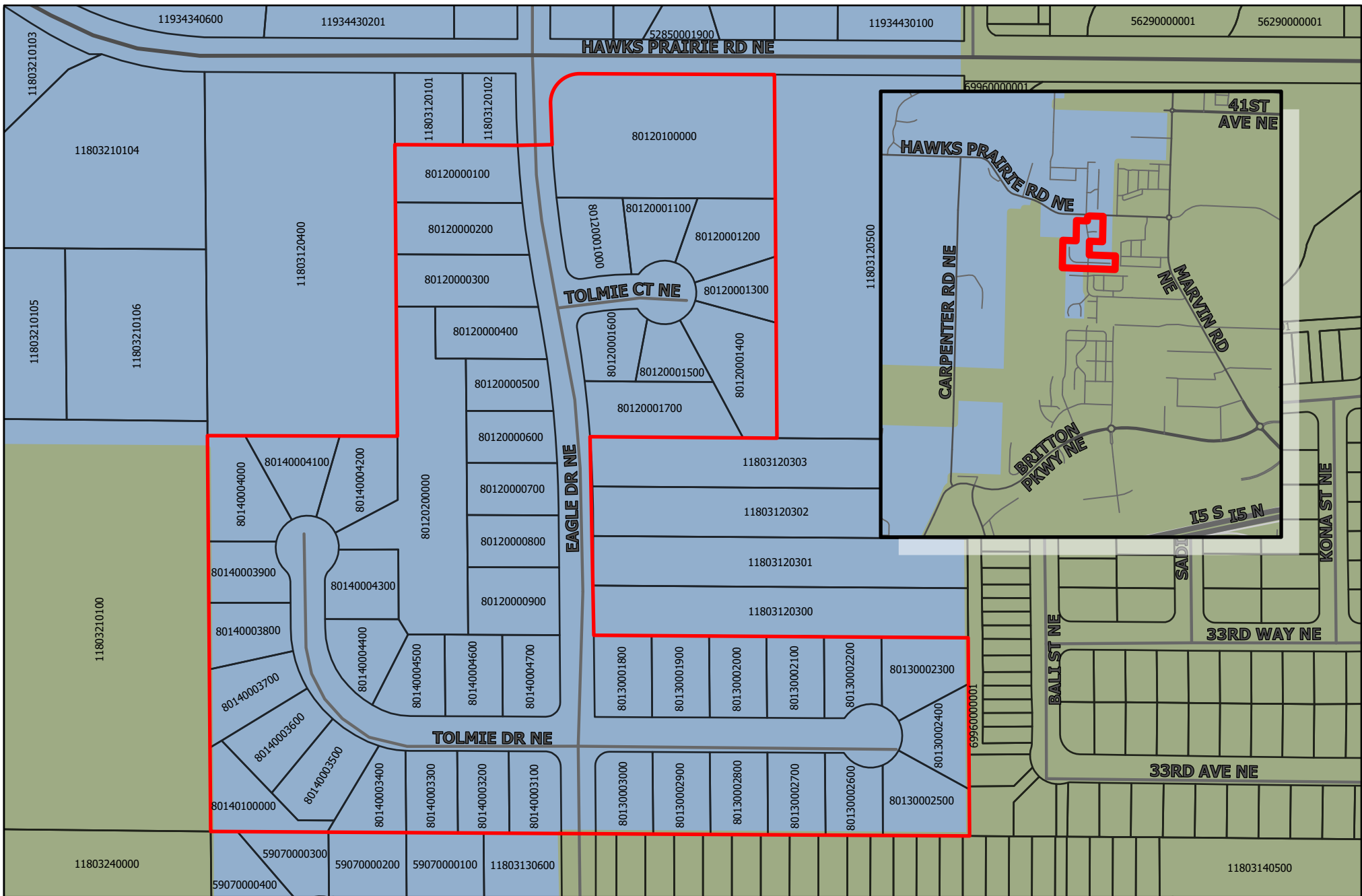
The City Council of the City of Lacey, Washington, passed on February 3, 2022, Ordinance No. 1613, entitled “AN ORDINANCE OF THE CITY OF LACEY, WASHINGTON, PROVIDING FOR THE IMPROVEMENT OF A CERTAIN AREA OF LAND BY THE CONSTRUCTION AND INSTALLATION OF SEWER LINE AND ALLOWING FOR THE CONNECTION THERETO BY DOING ALL WORK NECESSARY IN CONNECTION THEREWITH; ORDERING THE FORMATION OF UTILITY LOCAL IMPROVEMENT DISTRICT NO. 25 AND PROVIDING FOR THE PAYMENT OF THE COSTS OF SAID IMPROVEMENTS BY SPECIAL ASSESSMENTS UPON THE PROPERTY OF SAID DISTRICT SPECIALLY BENEFITED BY SAID IMPROVEMENTS (ULID 25 – TOLMIE PARK ESTATES) AND APPROVING A SUMMARY FOR PUBLICATION.”

The main points of the Ordinance are described as follows:

1. After public hearing, the Council established Utility Local Improvement District No. 25.
2. The plan for the improvements includes construction and installation of sewer line.
3. The city will assume \$2,000,000 of the costs of the improvements and the remainder shall be assessed against the properties within ULID 25.
4. The Ordinance provides for the aggregate assessments in the estimated amount of \$1,085,773 be spread amongst the properties within the District.
5. The Ordinance approves this Summary for publication.

A copy of the full text of this Ordinance will be mailed without charge to any person requesting the same from the City of Lacey.

Published: February 7, 2022.



ULID #25



Lacey - City Limits



Lacey - UGA

Exhibit "A" ULID #25 Tolmie Park Estates Sewer



12/30/2021

EXHIBIT B

DESCRIPTION OF IMPROVEMENTS

Improvements to be installed and carried out within the proposed ULID 25 consist of installing a new 8-inch gravity sewer main in Eagle DR NE from approximately Hawks Prairie Rd NE to Raptor Ave NE, In Tolmie Ct NE, in Tolmie Dr NE, and in Raptor Ave NE from Eagle Dr NE to Eagle Loop NE. Improvements will also include installation of manholes, side sewers, connecting the homes to sewer, decommissioning individual and community septic systems, and roadway restoration. All work will be completed in accordance with state and local standards.

Preliminary Assessment Roll
Tolmie Park Estates ULID #25
February 3, 2022

HOA Unit #	Parcel #	Preliminary Assessment	Owner First Name	Owner Last Name	SITUS Address	City State	Zip	Owner Mailing Address	City State	Zip
1	80120000100	\$23,102.00	Brandy	Juan	3529 Eagle Drive NE	Olympia, WA	98516	3529 Eagle Drive NE	Olympia, WA	98516
2	80120000200	\$23,102.00	Richard & Rica	Helberg	3515 Eagle Drive NE	Olympia, WA	98516	3515 Eagle Drive NE	Olympia, WA	98516
3	80120000300	\$23,102.00	Andrei & Monica	Dobrotka	3501 Eagle Drive NE	Olympia, WA	98516	3501 Eagle Drive NE	Olympia, WA	98516
4	80120000400	\$23,102.00	Michael & Carol	Kinney	3445 Eagle Drive NE	Olympia, WA	98516	3445 Eagle Drive NE	Olympia, WA	98516
5	80120000500	\$23,102.00	Larry	Rome	3433 Eagle Drive NE	Olympia, WA	98516	P.O. Box 671	Centrailia, WA	98531
6	80120000600	\$23,102.00	Isaac Ross	Ross	3421 Eagle Drive NE	Olympia, WA	98516	3421 Eagle Drive NE	Olympia, WA	98516
7	80120000700	\$23,102.00	Gary	Odern	3409 Eagle Drive NE	Olympia, WA	98516	3409 Eagle Drive NE	Olympia, WA	98516
8	80120000800	\$23,102.00	Demaris	Li	3403 Eagle Drive NE	Olympia, WA	98516	3403 Eagle Drive NE	Olympia, WA	98516
9	80120000900	\$23,102.00	Timothy & Marlene	Nelson	3341 EAGLE DR NE	Olympia, WA	98516	6835 Hawks Prairie RD NE	Olympia, WA	98516
10	80120001000	\$23,102.00	Gary & Susan	Wise	7000 TOLMIE CT NE	Olympia, WA	98516	6345 Hawks Prairie RD NE	Olympia, WA	98516
11	80120001100	\$23,102.00	Timothy	Gibbs	7012 TOLMIE CT NE	Olympia, WA	98516	7012 TOLMIE CT NE	Olympia, WA	98516
12	80120001200	\$23,102.00	Carol	Gray	7024 TOLMIE CT NE	Olympia, WA	98516	7024 TOLMIE CT NE	Olympia, WA	98516
13	80120001300	\$23,102.00	7030 Tolmie Court Trust 4-5-13		7030 TOLMIE CT NE	Olympia, WA	98516	P.O. Box 8131	Lacey, WA	98509
14	80120001400	\$23,102.00	Walter	Eaton	7029 TOLMIE CT NE	Olympia, WA	98501	20920 Hobson RD SW	Centrailia, WA	98513
15	80120001500	\$23,102.00	Paul & Natalie	Church	7011 TOLMIE CT NE	Olympia, WA	98516	7011 TOLMIE CT NE	Olympia, WA	98516
16	80120001600	\$23,102.00	James & Kristina	Kauffman	3444 EAGLE DR NE	Olympia, WA	98516	3444 EAGLE DR NE	Olympia, WA	98516
17	80120001700	\$23,102.00	Ralicia	Preisinger	3428 EAGLE DR NE	Olympia, WA	98516	3428 EAGLE DR NE	Olympia, WA	98516
18	80130001800	\$23,102.00	Vu Hoan	Le	7002 TOLMIE DR NE	Olympia, WA	98516	7002 TOLMIE DR NE	Olympia, WA	98516
19	80130001900	\$23,102.00	Justin	Holt	7010 TOLMIE DR NE	Olympia, WA	98516	7010 TOLMIE DR NE	Olympia, WA	98516
20	80130002000	\$23,102.00	David	Deschaine	7018 TOLMIE DR NE	Olympia, WA	98516	7018 TOLMIE DR NE	Olympia, WA	98516
21	80130002100	\$23,102.00	James & Aya	Clarke	7026 TOLMIE DR NE	Olympia, WA	98516	7026 TOLMIE DR NE	Olympia, WA	98516
22	80130002200	\$23,102.00	Lynn	Schleining	7034 TOLMIE CT NE	Olympia, WA	98516	7034 TOLMIE CT NE	Olympia, WA	98516
23	80130002300	\$23,102.00	Bret	Tomlin	7042 TOLMIE DR NE	Olympia, WA	98516	7042 TOLMIE DR NE	Olympia, WA	98516
24	80130002400	\$23,102.00	Robert & Sandra	Whipple	7048 TOLMIE DR NE	Olympia, WA	98516	7048 TOLMIE DR NE	Olympia, WA	98516
25	80130002500	\$23,102.00	Tawn	Holstra	7043 TOLMIE DR NE	Olympia, WA	98516	238 Dickens Ave	Sebastian, FL	32958
26	80130002600	\$23,102.00	Thomas	McCann	7035 TOLMIE DR NE	Olympia, WA	98516	7035 TOLMIE DR NE	Olympia, WA	98516
27	80130002700	\$23,102.00	Norman	Rice	7027 TOLMIE DR NE	Olympia, WA	98516	7027 TOLMIE DR NE	Olympia, WA	98516
28	80130002800	\$23,102.00	Monica	Plasencia	7019 TOLMIE DR NE,	Olympia, WA	98516	7019 TOLMIE DR NE,	Olympia, WA	98516
29	80130002900	\$23,102.00	Allen & Anne	Hyatt	7015 TOLMIE DR NE,	Olympia, WA	98516	7015 TOLMIE DR NE,	Olympia, WA	98516
30	80130003000	\$23,102.00	Stefan & Tina	Malchow	7003 TOLMIE DR NE	Olympia, WA	98516	7003 TOLMIE DR NE	Olympia, WA	98516
31	80140003100	\$23,102.00	Tanner	McReynolds	3307 EAGLE DR NE	Olympia, WA	98516	1401 Marvin RD NE, STE 307 PMB 503	Lacey, WA	98516
32	80140003200	\$23,102.00	Brady	Enlow	6041 TOLMIE DR NE	Olympia, WA	98516	6041 TOLMIE DR NE	Olympia, WA	98516
33	80140003300	\$23,102.00	Gary Carlson	& Kathleen Johnson	6037 TOLMIE DR NE	Olympia, WA	98516	6037 TOLMIE DR NE	Olympia, WA	98516
34	80140003400	\$23,102.00	Michael & Joanna	Jones	6033 TOLMIE DR NE	Olympia, WA	98516	6033 TOLMIE DR NE	Olympia, WA	98516
35	80140003500	\$23,102.00	Robert & Joelle	Duffin	6031 TOLMIE DR NE	Olympia, WA	98516	6031 TOLMIE DR NE	Olympia, WA	98516
36	80140003600	\$23,102.00	Maxine	Heckard	6029 TOLMIE DR NE	Olympia, WA	98516	6029 TOLMIE DR NE	Olympia, WA	98516
37	80140003700	\$23,102.00	Larry	White	6025 TOLMIE DR NE	Olympia, WA	98516	6025 TOLMIE DR NE	Olympia, WA	98516
38	80140003800	\$23,102.00	Leland & Kandi	Mejia	6021 TOLMIE DR NE	Olympia, WA	98516	6021 TOLMIE DR NE	Olympia, WA	98516
39	80140003900	\$23,102.00	Deborah	Stucker	6015 TOLMIE DR NE	Olympia, WA	98516	6015 TOLMIE DR NE	Olympia, WA	98516
40	80140004000	\$23,102.00	Kathleen	Sims	6001 TOLMIE DR NE	Olympia, WA	98516	6001 TOLMIE DR NE	Olympia, WA	98516
41	80140004100	\$23,102.00	Steven & Linda	West	6002 TOLMIE DR NE	Olympia, WA	98516	6914 Puget Beach RD NE	Olympia, WA	98516
42	80140004200	\$23,102.00	Douglas	Meconi	6010 TOLMIE DR NE	Olympia, WA	98516	6010 TOLMIE DR NE	Olympia, WA	98516
43	80140004300	\$23,102.00	Lizabeth	Watkins	6018 TOLMIE DR NE	Olympia, WA	98516	6018 TOLMIE DR NE	Olympia, WA	98516
44	80140004400	\$23,102.00	Catherine	Morris	6026 TOLMIE DR NE	Olympia, WA	98516	6026 TOLMIE DR NE	Olympia, WA	98516
45	80140004500	\$23,102.00	John	Sipp	6034 TOLMIE DR NE	Olympia, WA	98516	6034 TOLMIE DR NE	Olympia, WA	98516
46	80140004600	\$23,102.00	Terryn	Turner	6040 TOLMIE DR NE	Olympia, WA	98516	6040 TOLMIE DR NE	Olympia, WA	98516
47	80140004700	\$23,102.00	Keoni	Moniz	6048 TOLMIE DR NE	Olympia, WA	98516	6048 TOLMIE DR NE	Olympia, WA	98516

Total \$1,085,794.00

Tolmie Park Estates Sewer ULID Engineer's Construction Cost Estimate (2023 construction) Last updated 12/20/2021 PCB				
Item	Unit	QTY	Unit Price	Extended Price
Minor Change	LS	1	\$10,000	\$10,000
Mobilization	LS	1	\$112,000	\$112,000
Temp Traffic Control	LS	1	\$25,000	\$25,000
Flaggers	HR	1440	\$60	\$86,400
PCMS	HR	4320	\$5	\$21,600
Removal of Struc and Obs	LS	1	\$25,000	\$25,000
Trench Safety System	LS	1	\$5,000	\$5,000
CSTC	TON	1000	\$35	\$35,000
HMA	TON	2500	\$120	\$300,000
Planning/Pulverizing	SY	10000	\$5	\$50,000
Preparation of Ex Surfaces	LS	1	\$10,000	\$10,000
Driveway and Shoulder Prep	LS	1	\$10,000	\$10,000
Manhole	EA	12	\$7,500	\$90,000
Bank Run Gravel	TON	5000	\$15	\$75,000
Imported Pipe Bedding	TON	1400	\$30	\$42,000
8" Diameter Sewer <i>(increased \$5 from Justin's Estimate)</i>	LF	3400	\$55	\$187,000
Side Sewer Connection <i>(decreased from Justin's estimate)</i>	EA	52	\$3,500	\$182,000
Connect to Existing	EA	1	\$3,000	\$3,000
Tank Abandonment <i>(decreased from Justin's estimate)</i>	EA	47	\$1,500	\$70,500
Lawn and Landscape Restoration	LS	1	\$25,000	\$25,000
Topsoil	CY	50	\$50	\$2,500
Bark	CY	50	\$50	\$2,500
Erosion Control	LS	1	\$25,000	\$25,000
Project Closeout	LS	1	\$5,000	\$5,000
Total				\$1,399,500
Sales Tax (9.4%)				\$131,553
PE (10%)				\$139,950
CE (15%)				\$209,925
Contingency (35%) <i>(decreased from 50% in Justin's estimate)</i>				\$419,850
TOTAL Engineering & Construction <i>(equation adds 10% Inflation for 2023 construction)</i>				\$2,530,856
Subtotal Non-ROW Costs (from green highlighted cells above)				\$338,500
Sales Tax (9.4%)				\$31,819
PE (10%)				\$33,850
CE (15%)				\$50,775
Contingency (25%)				\$84,625
Total Non-ROW Construction Related Costs <i>(Equation adds 10% Inflation for 2023 Construction)</i>				\$593,526
Total ROW Construction Related Costs				\$1,937,330
CONNECTION FEES				
Connection Fees - Lacey <i>(2021 Fee x 10%)</i>	ea	54	\$4,289.00	\$231,606
Connection Fees - LOTT <i>(2021 Fee x 10%)</i>	ea	54	\$7,053.00	\$380,862
Connection Fees - LOTT REBATE	ea	54	\$3,526.50	\$190,431
Total Connection Fees				\$422,037
SUBTOTAL:				\$2,952,893
LID FEES:				
City Admin Fee @ 3%				\$88,587
Bond Fee @ 1.5%				\$44,293
Total LID Fees:				\$132,880
GRAND TOTAL:				\$3,085,773

Notes

Assumed 60 Working Days with 3 Flaggers per day for 8 hours

Assumed 90 Days with 2 boards per day for 24 hours

Assumed 3400' x 25' x 2/12/27 x 1.85 = 970 Tons

Assumed 3400' x 25' x 4/12/27 x 2.05 x 10% = 2366 Tons

Assumed 3400' x 25' / 9 = 9440 SY

The connection fee is increased annually on Jan 1 based n the ENR Cost Index

Per Parcel Cost with City of Lacey Participation of \$2,000,000

Total Cost	\$3,085,773
Lacey Participation	<u>\$2,000,000</u>
Tolmie ULID Share	\$1,085,773
Per Parcel Share	\$23,102
(Assumes 47 parcels bearing equal cost shares.)	

CITY OF LACEY OFFICIAL PROCLAMATION

WHEREAS, during *Black History Month*, also known as *African American History Month*, the many achievements and contributions made by *Black and African Americans* to our economic, cultural, spiritual, and political development are celebrated; and

WHEREAS, in 1915, Dr. Carter G. Woodson, a noted African American historian, scholar, educator and publisher, founded the Association for the Study of African American Life and History, and initiated Negro History Week in 1926, selecting the month of February to coincide with the birthdays of Frederick Douglass and Abraham Lincoln; and in 1976, Black History Month was formally adopted to honor and affirm the importance of Blacks in American History and beyond, advance the cause of civil rights, and strengthen families, communities, and the nation; and

WHEREAS, the first enslaved Africans were brought to the Americas 402 years ago marking the beginning of legalized slavery which continued with the founding of the United States of America, and was legal in the country until the ratification of the Thirteenth Amendment in 1865; and

WHEREAS, since the abolishment of slavery, many iterations of racist laws and policies were instituted across the Country that served to disenfranchise blacks and African Americans from full political, economic, educational, and social opportunities; and

WHEREAS, in spite of these abhorrent attempts to enslave and then exclude them, as a result of their determination, hard work, and perseverance, Blacks have made invaluable and lasting contributions to our community, the state, the nation, and the world; achieving exceptional success in all aspects of society including business, education, politics, science, medicine, the military, sports, and the arts; and

WHEREAS, the Association for the Study of African American Life and History's 2022 theme is, "Black Health and Wellness", and

WHEREAS, the Lacey City Council is committed to creating a community where all who come here can feel safe and welcome, and that the observance of Black History Month calls our City's attention to the continued need to dismantle racism and to build a society that lives up to its democratic ideals.

NOW, THEREFORE, I, Andy Ryder, Mayor of the City of Lacey, on behalf of the Lacey City Council, do hereby proclaim February, 2022, as

Black History Month

in the City of Lacey and urge all community members to recognize the continued need to dismantle racism and to build a society that is more just, peaceful, and prosperous for all.

Mayor Andy Ryder
February 3, 2022





LACEY CITY COUNCIL MEETING

February 3, 2022

SUBJECT: Greg Cuoio Park & Greenways Master Plan (GCPGMP) - Final Approval

RECOMMENDATION: Final approval of the GCPGMP

STAFF CONTACT: Scott Spence, City Manager *SS*
Jen Burbidge, Parks, Culture & Recreation Director *JB*
Ashley Smith, P.E., Capital Projects Engineer *AS*

ORIGINATED BY: Parks, Culture & Recreation Department

ATTACHMENTS: www.ci.lacey.wa.us/GCPGMP
Click on DRAFT MASTER PLAN

FISCAL NOTE: N/A

PRIOR REVIEW: Park Board Meetings Monthly - March 2021 through January 2022
Public Open Houses - May 12, 2021, July 28, 2021, and November 10, 2021
Council Worksessions - June 24, 2021, August 26, 2021, October 14, 2021, and January 13, 2022

BACKGROUND:

The Greg Cuoio Park & Greenways Master Plan (GCPGMP) is a long awaited, long term park planning project, which will help shape the Northwest corner of Lacey.

Between 2002 and 2011, the City of Lacey acquired adjacent park properties Greg Cuoio Park, Pleasant Glade Park and Palm Creek Headwaters, which combine to make up the Greg Cuoio Park & Greenways, a total of 537 acres. Due to them being adjacent, during the planning process, the City took a balcony view of these beautiful properties to determine the most respectful way to provide access to and connectivity between these public lands while protecting natural areas and providing unique, balanced recreation opportunities to the public.

The existing park is largely undeveloped and is dominated by mature forests. The site contains an estimated 50 acres of mapped wetlands, sensitive habitat areas and

approximately 9,000 linear feet of tributaries and creeks that flow through the site. Existing creeks include Fox, Palm, Eagle and Jorgenson Creeks, all tributaries to Woodland Creek, a fish bearing creek that bisects the park property. There is a range of topography varying from rolling grass pastures to steep valleys and ravines along many of the streams and creeks. Most of the site is heavily forested and has a rich ecological system. There are also numerous wetlands that provide habitat for wildlife and function to naturally filter stormwater runoff.

HBB Landscape Architects were secured in late 2020 to lead the project and guide City staff and the public through the 2021-2022 planning process. It's critical that a master plan reflect the vision, character, and activities identified by the community. The GCPGMP documents the master planning process for Greg Cuoio Park & Greenways, the extensive stakeholder and public process that was included, and descriptions of the existing conditions, the overall vision, and the proposed programming. Implementation and phasing is also included to support future park development.

The Lacey Board of Park Commissioners have reviewed and provided input on the master plan throughout 2021, and took action to approve and recommend the plan to City Council at their January 5, 2022, meeting.

Greg Cuoio Park & Greenways will provide a key component in Lacey's overall park system to preserve open space, protect water quality, and support wildlife habitat corridors within the City creating a place for visitors and residents to experience and learn about this incredibly unique area. The GCPMP includes:

- Enhancement and protection of the ecological value of the sites
- Balance to proposed amenities between active and passive uses, with primarily passive uses near environmentally sensitive areas and their associated buffers
- Expectations for intended use of the park and the ongoing maintenance needs for any future developments
- Previous planning efforts for the area and the properties included in the project
- Consideration of unique recreational activities that aren't currently available in the area
- Focus on sustainability, and protection of sensitive areas
- Phasing of proposed improvements
- Educational opportunities throughout the sites

Since GCPGMP is such a long term project that comes with considerable cost, the best opportunity to provide near term access for the public is to consider an initial first phase. This phase, for example, could include walking trails, parking, and disc golf, which are elements identified in the plan. It is recommended that staff move forward with pre-planning of a first phase to identify capital and maintenance costs. Once complete, an implementation proposal would be reviewed by City Council for consideration.

City parks play a vital role in the social, economic, and physical well-being of the City of Lacey and Lacey residents. Greg Cuoio Park and surrounding greenways are truly a

unique asset to the City. The site's natural amenities enhance Lacey's park system with a focus on passive recreation and reducing impact to the land. The GCPGMP will solidify a long term plan for Lacey's future largest park.

ADVANTAGES:

1. Provide planning and long term vision for the future largest park in Lacey
2. Provide public access to public lands
3. Fulfill Washington State Recreation and Conservation Office grant requirements
4. Provide protection of natural areas while identifying recreation opportunities
5. Further identify Lacey as a unique location to visit
6. City parks play a vital role in the social, economic, and physical well-being of the City of Lacey and Lacey residents.

DISADVANTAGES:

1. No disadvantages identified.



LACEY CITY COUNCIL MEETING

February 03, 2022

SUBJECT: Budget Amendment to re-allocate unspent funds for 2021 Scale-Up contract to establish a BIPOC business startup training program.

RECOMMENDATION: Authorize a budget amendment to re-allocate the unspent funds from the 2021 Scale-Up contract to establish a BIPOC business startup training program and authorize the City Manager to enter into a contract with Thurston EDC to manage the BIPOC training program.

STAFF CONTACT: Scott Spence, City Manager *SS*
Rick Walk, Director of Community and Economic Development *RW*
Wesley Nguyen, Economic Development Coordinator *WNG*

ORIGINATED BY: Community and Economic Development Department

ATTACHMENTS: 1. The Lacey BIPOC Business Training & Curriculum Prospectus
2. Draft professional Services Agreement with Thurston EDC-CB&I

FISCAL NOTE: The unspent \$26,821 of the \$30,000 in the 2021 Scale Up budget can be carried over to the 2022 budget without a negative impact.

PRIOR REVIEW: Finance and Economic Committee - January 25, 2022

BACKGROUND:

Since 2017, the City of Lacey has supported the Thurston EDC's Scale Up Training Program by funding scholarships for Lacey based business owners. The ScaleUp Training Program is a series of three four-session workshops: Business TuneUp, Build Your Market, and Financial Master. In 2021, the Washington State Department of Commerce provided state funds to support local ScaleUp programs. The State funding allowed the City to amend the 2021 contract with Thurston EDC to develop and deliver an advance model of ScaleUP, ScaleUp 200. The 200 level courses are intended to provide a more in depth and advance curriculum in the various topics taught in the initial three courses. At this time (November 2021) the level

200 courses have not attracted many participants; only \$3,179 of \$30,000 was invoiced. We believe the low participation rate is a combination of several factors related to the pandemic such as challenges to meeting virtually or in person, not being able to take time away from business and general pandemic fatigue. The ScaleUP 200 program is continuing in 2022 with a new contract with the goal of promoting the program and attracting Lacey business owners to take advantage of the program and scholarship. With the \$26,821 remaining from the 2021 contract, staff believes this would be a good time to propose a new approach. To develop a business support, education and training curriculum tailored for Black Indigenous and People of Color (BIPOC) in the Lacey community.

The program will serve entrepreneurs and business owners throughout the City of Lacey (and nearby Urban Growth Area) with a focus on underserved communities to help foster innovation and create wealth building opportunities. The Lacey BIPOC Business Training will provide direct access to business resources such as relevant training, coaching, technical assistance, and networking support to launch and grow micro businesses in Lacey and the region. Upon completion, participants can apply to the SPSCC Growth & Innovation Fund, and coaching/mentorship for one year.

Thurston EDC will design and host the BIPOC Business Training. The newly created Thurston EDC BIPOC Business Liaison and City staff will promote the program specifically to the Lacey BIPOC community and recruit participants. The 5 weeks (15 hours hybrid) training program is free for the participants. With the remaining funding amount, Thurston EDC can deliver two cohorts of 14-17 participants, first cohort will be starting in Late February 2022 and the second cohort will be starting in spring of 2022.

ADVANTAGES:

1. Cultivate and nurture small businesses in our community.
2. Create a local economy that is equitable, diverse, inclusive, and sustainable for small businesses to thrive.

DISADVANTAGES:

1. None

Lacey BIPOC Business Training Thurston EDC and City of Lacey

Working in partnership with the Thurston Economic Development Council, Lacey's Community and Economic Development Department (CED) created a Black, Indigenous and People of Color (BIPOC) Business Training Program in response to the pandemic and the adverse impacts on underserved communities in Lacey. The program will serve entrepreneurs and business owners throughout the City of Lacey (and nearby Urban Growth Area) with a focus on underserved communities to help foster innovation and create wealth building opportunities.

The Lacey BIPOC Business Training will provide direct access to business resources such as relevant training, coaching, technical assistance, and networking support to launch and grow micro businesses in Lacey and the region. Upon completion, participants can participate in the coaching/mentorship for one year. As an element of the training program, the training participants will be match with a mentor from the South Sound Chamber for a 6-months long relationship (in discussion).

Program length: 5 weeks, 3 hours per week (1.5 live webinar, 1.5 online)

- 1 year free business coaching from CB&I
- 6 months mentorship with South Sound Chamber
- Access to City of Lacey's Community and Economic Development staff

Program delivery: Instructor Lead and Online training

Program funding: City of Lacey provides \$26,800 to Thurston EDC to develop, recruit, and deliver this training program. The fund would support 2 cohorts with 15-17 participants per cohort.

First Round Application Deadline: February 15. Applications submitted after this date will be considered for a later cohort.

- First cohort will kick off by the early/mid of Mid-February 2022.
- Application criteria
 - o Must be located in Lacey City or Urban Growth Area (UGA) – either the business or the business owner
 - o Startup to small business stage with less than \$300,000 in annual revenue
 - o BIPOC (and Vet) Business owners and entrepreneurs

Training Curriculum Overview:

Timeline	Topic	Duration	Agenda	Note
Week 1	Structuring and Licensing your Startup	1.5 hour class time- Webinar Lecture-Sean Moore Guest Opener	Selecting a legal structure, structure formation process in Washington State, Obtaining an Employer Identification Number, Obtaining State and City of Lacey Business Licenses, Additional Licensing, Business Insurance	Weekly Study Hall Session; Access to Business Enterprise Startup Training (BEST) Online Course Structuring and Licensing your Startup
Week 2	Location	1.5 hour class time- Webinar Lecture-Sean Moore & Planning staff @Lacey	Choosing the right location, Physical Location Scouting, City of Lacey Zoning, Signage, and Fire Prevention Requirements, Leases, Alternative Physical Locations, Online locations, Multi-Channel Selling	Weekly Study Hall Session; Access to Location Checklist and Site Selection Tool
Week 3	Branding and Marketing your Startup	1.5 hour class time- Webinar Lecture-Sean Moore & Guest speaker	Brand Mission, Brand Guide, Logos, Market Segments, Target Market, Marketing Tool Selection, Websites, Google My Business, Integrated Marketing Communication, Customer Service, Customer Reviews	Access to BEST Online Course; Branding and Marketing for Startups Weekly Study Hall Session
Week 4	Finance and Accounting for Startups	1.5 hour class time- Webinar Lecture-Sean Moore & Guest Speaker	Business Bank Accounts, Accounting Systems, Chart of Accounts, Financial Statements, Taxes, Funding your Startup	Access to BEST Online Course; Accounting and Finance for Startups Weekly Study Hall Session
Week 5	Business Plan Writing	1.5 hour class time- Webinar Lecture-Sean Moore & Guest Speaker/s	Business Plan Benefits, Live Plan, Business Plan Outline, Business Plan Chapter Systems, Market Research, Financial Projections, Lean Business Plans, Pitch Decks	Access to BEST Online Course; Business Plan Writing 6 month access to business plan writing software Live Plan; Weekly Study Hall Session

These are not all inclusive. There will be flexibility to add or change training topics to support or accommodate cohort preferences.

AGREEMENT FOR SERVICES

THIS AGREEMENT is made by and between the City of Lacey, a code City of the State of Washington, hereinafter “City” and Thurston Economic Development Council Center for Business & Innovation, hereinafter “Service Provider,” jointly referred to as “Parties.”

IN CONSIDERATION of the terms and conditions contained herein, the Parties agree as follows:

1. **Work to Be Performed.** Service Provider shall provide all labor, services, and material to satisfactorily complete the Scope of Services, attached as Exhibit A.

A. **Administration.** The City Manager or designee shall administer and be the primary contact for Service Provider. Prior to commencement of work, Service Provider shall contact the City Manager or designee to review the Scope of Services, schedule, and date of completion. Upon notice from the City Manager or designee, Service Provider shall commence work, perform the requested tasks in the Scope of Services, stop work, and promptly cure any failure in performance under this Agreement.

B. **Representations.** City has relied upon the qualifications of Service Provider in entering into this Agreement. By execution of this Agreement, Service Provider represents it possesses the ability, skill, and resources necessary to perform the work and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services. No substitutions of agreed-upon personnel shall be made without the prior written consent of City.

Service Provider represents that the compensation as stated in paragraph 3 is adequate and sufficient for the timely provision of all professional services required to complete the Scope of Services under this Agreement.

Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in City-furnished information.

C. **Standard of Care.** Service Provider shall exercise the degree of skill and diligence normally employed by professional Service Providers engaged in the same profession, and performing the same or similar services at the time such services are performed.

Modifications. City may modify this Agreement and order changes in the work whenever necessary or advisable. Service Provider shall accept modifications when ordered in writing by the City Manager or designee, so long as the additional work is within the scope of Service Provider’s area of practice. Compensation for such modifications or changes shall be as mutually agreed between the Parties. Service Provider shall make such revisions in the work as are necessary to correct errors or

omissions appearing therein when required to do so by City without additional compensation.

2. **Term of Contract.** This Agreement shall be in full force and effect upon execution and shall remain in effect until completion of all contractual requirements have been met as determined by City. Service Provider shall complete its work by December 31st, 2022, unless the time for performance is extended in writing by the Parties.

Either Party may terminate this Agreement for material breach after providing the other Party with at least 10 days' prior notice and an opportunity to cure the breach. City may, in addition, terminate this Agreement for any reason by 10 days' written notice to Service Provider. In the event of termination without breach, City shall pay Service Provider for all work previously authorized and satisfactorily performed prior to the termination date.

3. **Compensation and Method of Payment.**

- A. The City shall pay Service Provider for the performance of those services designated in Exhibit "A," an amount not to exceed \$26,800. If the description of services on Exhibit "A" designates additional services which may be requested by the City, said additional services will be paid for by the City at the rate set forth on Exhibit "A," which sum may exceed the "not to exceed" amount set forth above; however, said services will only be performed and compensated by the City after the City has directed such performance in writing.
- B. Payment by the City for services will only be made after the services have been performed, a voucher or invoice is submitted in the form specified by the City, and the same is approved by the appropriate City representative. Payment may be made on a monthly or other periodic basis and may be made on the basis of an estimate of the percentage of contract completion accomplished if said procedure is approved by the City.
 - 1. Event/Festival Funding. Payments will be made only after SERVICE PROVIDER submits a completed Request for Event/Festival Funding Reimbursement form (Exhibit C), along with copies of invoices and proof of payment for each invoice. Proof of payment will be in the form of a copy of the SERVICE PROVIDER's cleared or cancelled check. The SERVICE PROVIDER shall complete the Lodging Tax Report (Exhibit B), immediately following the event/festival.
 - 2. Tourism-Related Facility and Tourism Promotion Agency. Payments will be made to SERVICE PROVIDER after submission of an appropriate invoice or voucher. Unless the CITY specifically approves a different manner of payment, payments shall be made quarterly after the receipt of the invoice and quarterly report. The SERVICE PROVIDER shall complete the Lodging Tax Report (Exhibit B), and submit no later than December 31, 2022.
- C. If an hourly rate of compensation or other means of measurement is set forth on Exhibit "A," the parties intend that said measurement shall be used up to the "not to exceed" figure set forth above.

D. The City reserves the right to withhold payment under this Agreement for that portion of the work (if any) which is determined in the reasonable judgment of the City Manager or designee to be noncompliant with the Scope of Services, City standards, City Code, and federal or state standards.

4. **Notice.** Notices other than applications for payment shall be given in writing as follows:

TO THE CITY:

Name: Scott Spence
Phone: 360-491-3214
Address: 420 College St., SE
Lacey, WA 98503

TO THE SERVICE PROVIDER:

Name: Michael Cade
Phone: 360-754-6320
Address: 4220 6th Ave., SE
Lacey, WA 98503

5. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws and regulations. Service Provider warrants that its designs, construction documents, and services shall conform to all federal, state, and local statutes and regulations.

6. **Relationship of the Parties.** It is understood and agreed that Service Provider shall be an independent contractor and not the agent or employee of City, that City is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of Service Provider. Any and all employees who provide services to City under this Agreement shall be deemed employees solely of Service Provider. The Service Provider shall be solely responsible for the conduct and actions of all its employees under this Agreement and any liability that may attach thereto.

7. **Records.** The City or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of Service Provider's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

8. **Insurance.** Service Provider 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 Service Provider, its agents, representatives, employees, or subcontractors.

A. **Minimum Scope of Insurance.** Service Provider shall obtain insurance of the types described below:

1. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA

00 01 or a substitute form providing equivalent liability coverage. If use of vehicles pursuant to the Agreement is only incidental, and Service Provider will not transport any persons not directly related or affiliated with Service Provider, then Service Provider is only required to have automobile liability insurance to meet at least minimum Washington state requirements.

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. City shall be named as an additional insured under Service Provider's commercial general liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' compensation coverage as required by the industrial insurance laws of the State of Washington.

B. Minimum Amounts of Insurance. Service Provider shall maintain the following insurance limits:

1. Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of no less than \$1,000,000 per accident. If Service Provider will not use its vehicles in the performance of this Agreement, automobile liability insurance is only required to meet minimum Washington state requirements.

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

C. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions for automobile liability, professional liability, and commercial general liability insurance:

1. Service Provider's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be in excess of Service Provider's insurance and shall not contribute with it.

2. Service Provider shall fax or send electronically in .pdf format a copy of insurer's cancellation notice within two business days of receipt by Service Provider.

3. If Service Provider maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of commercial general and excess or umbrella liability maintained by Service Provider, irrespective of whether such limits maintained by Service Provider 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 Service Provider.

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

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

E. Evidence of Coverage. As evidence of the insurance coverages required by this Agreement, Service Provider shall furnish acceptable insurance certificates to the City Clerk at the time Service Provider returns the signed Agreement, which shall be Exhibit C. The certificate shall specify all of the parties who are additional insureds, and shall include applicable policy endorsements, and the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to City. Service Provider shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. **Indemnification and Hold Harmless**. Service Provider shall, at its sole expense, defend, indemnify, and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided by Service Provider, Service Provider's agents, subcontractors, subService Providers, and employees to the fullest extent permitted by law, subject only to the limitations provided below.

Service Provider's duty to defend, indemnify, and hold City harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of City or City's agents or employees pursuant to RCW 4.24.115.

Service Provider's duty to defend, indemnify, and hold City harmless against liability for damages arising out of such services caused by the concurrent negligence of (a) City or City's agents or employees, and (b) Service Provider, Service Provider's agents, subcontractors, subService Providers, and employees shall apply only to the extent of the negligence of Service Provider, Service Provider's agents, subcontractors, subService Providers, and employees.

Service Provider's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, the reasonable value of any services rendered by the office of the City Attorney, outside Service Provider costs, court costs, fees for collection, and all other claim-related

expenses.

Service Provider specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that Service Provider's waiver of immunity under this provision extends only to claims against Service Provider by City, and does not include, or extend to, any claims by Service Provider's employees directly against Service Provider.

Service Provider hereby certifies that this indemnification provision was mutually negotiated.

10. **Waiver.** No officer, employee, agent, or other individual acting on behalf of either Party has the power, right, or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

11. **Assignment and Delegation.** Neither Party shall assign, transfer, or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without prior written consent of the other Party.

12. **Subcontracts.** Except as otherwise provided herein, Service Provider shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of City.

13. **Confidentiality.** Service Provider may, from time-to-time, receive information which is deemed by City to be confidential. Service Provider shall not disclose such information without the prior express written consent of City or upon order of a court of competent jurisdiction.

14. **Jurisdiction and Venue.** This Agreement is entered into in Thurston County, Washington. Disputes between City and Service Provider shall be resolved in the Superior Court of the State of Washington in Thurston County. Notwithstanding the foregoing, Service Provider agrees that it may, at City's request, be joined as a party in any arbitration proceeding between City and any third party that includes a claim or claims that arise out of, or that are related to Service Provider's services under this Agreement. Service Provider further agrees that the Arbitrator(s)' decision therein shall be final and binding on Service Provider and that judgment may be entered upon it in any court having jurisdiction thereof.

15. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its attorney's fees and costs of such litigation (including expert witness fees).

16. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.

17. **Anti-kickback.** No officer or employee of City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.

18. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

The Parties have executed this Agreement this _____ day of _____, 20____.

CITY OF LACEY

SERVICE PROVIDER:

By: _____
Scott Spence
City Manager

By: _____
Michael Cade
Executive Director

Approved as to form:

David Schneider
City Attorney

Exhibit A Scope of Services

Service Provider will provide a series of two, five weeks business startup training. Two complete series will be offered during the first two calendar quarters. Each training cohort will last approximately 15 hours (7½ hours live webinar and 7½ online) over a five-week period at 3 hours per week.

Additionally, Service Provider will offer access to online course content, one-on-one business coaching, business mentorship, and no cost access to business plan writing software for six months. The five week training includes instructor lead webinars with training topics include: Structuring and Licensing your Startup, Location, Brand and Marketing, Finance and Accounting, and Business Plan Writing.

Service Provider will provide outreach and promotion of the Business Startup Training series to Lacey businesses, conduct the workshops for the Lacey businesses receiving City-paid scholarships, and track and report results to City.

For services provided by Service Provider to their entrepreneur, business owner, and business clients with a place of business located within the City of Lacey and the Urban Growth Area (UGA), Service Provider will make every effort to ensure that such clients are made aware of the importance of both emergency preparedness and succession planning.

Outreach and promotion of training program - \$500 Maximum

1. Service Provider will update web content and create flyers about the City of Lacey's scholarship support of the Business Startup Training Program.
2. Service Provider will use social media (paid and unpaid), promote through *The Olympian*, *ThurstonTalk*, and potentially other media that reach Lacey business owners.
3. Service Provider will conduct special outreach to Lacey businesses; coordinate with City staff, the Lacey South Sound Chamber of Commerce, and others to market the Business Startup Training program.
4. The period of performance for outreach will end on December 31, 2022.

Training and Roundtable Scholarship Fund - \$25,500 Maximum

1. Service Provider will allocate scholarships where, in Service Provider's professional opinion, the business is prepared, committed to the program, and will benefit.
2. Service Provider will allocate scholarships based on business demand and business need.
3. Service Provider will be compensated for scholarships, up to the \$25,500 maximum.
 - a. Training scholarships will be based on \$750 for a business that completes the full program.

4. Scholarships will be used exclusively for Lacey businesses and Lacey residents, meaning businesses/residents that are headquartered/lived in the City of Lacey, or Lacey's Urban Growth Area (UGA).
5. Service Provider may, with the approval of City staff, provide scholarships to businesses not headquartered in the City of Lacey, or its UGA, if the business has a significant physical presence in Lacey, or provides significant employment to Lacey citizens.
6. The period of performance for scholarship utilization will end December 31, 2022.

Metrics tracking and reporting - \$800 Maximum

1. Service Provider will provide progress reports on the outreach efforts to City.
2. Service Provider will provide business names, owners, and addresses of scholarship recipients.
3. Service Provider will provide City with reports of participant surveys regarding series content, delivery, and value.
4. Service Provider will conduct survey of participants at six months and one year after program completion. Survey results will be shared with City. Surveys will include:
 - a. Whether business made changes to their business as a result of what they had learned in the workshops.
 - b. If the business has seen positive changes in their business resulting from those changes.
 - c. If they have taken advantage of one-on-one advising or other services through the Service Provider.
 - d. Changes in average monthly revenues, profit, and number of employees.
5. Period of performance for metrics, tracking, and reporting will end on end date of the agreement. In the event that agreement is extended, the period of performance for the section of the Scope will move to that new later date.