



# Meeting Agenda

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Monday, October 30, 2017**

**7:00 PM**

**Council Chambers**

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### Special Meeting

**1. ROLL CALL**

**1.A ANNOUNCEMENTS**

**1.B APPROVAL OF AGENDA**

**2. SPECIAL RECOGNITION**

- 2.A** [17-1108](#) Special Recognition - Councilmember Jessica Bateman's Participation in 2017 Fire Ops

**3. PUBLIC COMMUNICATION**

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

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

*Individual comments are limited to three (3) minutes or less. In order to hear as many people as possible during the 30-minutes set aside for Public Communication, the City Council will refrain from commenting on individual remarks until all public comment has been taken. The City Council will allow for additional public comment to be taken at the end of the meeting for those who signed up at the beginning of the meeting and did not get an opportunity to speak during the allotted 30-minutes.*

### **COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)**

**4. CONSENT CALENDAR**

*(Items of a Routine Nature)*

- 4.A** [17-1109](#) Approval of October 24, 2017 City Council Meeting Minutes

**Attachments:** [Minutes](#)

- 4.B** [17-1078](#) Approval of a Professional Services Agreement with Jennifer Ziegler

## Public Affairs

**Attachments:** [Resume](#)

[Professional Services Agreement](#)

- 4.C**     [17-1097](#)     Approval of a Resolution Authorizing the Sale of the Piperhill/Pacific Drinking Water Utility property

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

[Map](#)

#### 4. SECOND READINGS (Ordinances)

- 4.D**     [17-1037](#)     Approval of an Ordinance Continuing Funding for the Development Director at the Washington Center of the Performing Arts

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

#### 4. FIRST READINGS (Ordinances) - NONE

#### 5. PUBLIC HEARING - NONE

#### 6. OTHER BUSINESS

- 6.A**     [17-1100](#)     Presentation of the 2018 Preliminary Operating Budget

#### 7. CONTINUED PUBLIC COMMUNICATION

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

#### 8. REPORTS AND REFERRALS

#### 8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

#### 8.B CITY MANAGER'S REPORT AND REFERRALS

#### 9. ADJOURNMENT

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



## City Council

### Special Recognition - Councilmember Jessica Bateman's Participation in 2017 Fire Ops

**Agenda Date:** 10/30/2017  
**Agenda Item Number:** 2.A  
**File Number:** 17-1108

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

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**Title**

Special Recognition - Councilmember Jessica Bateman's Participation in 2017 Fire Ops

**Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Recognize Councilmember Jessica Bateman's participation in the 2017 Fire Ops Program

**Report**

**Issue:**

Whether to recognize Councilmember Bateman's experience in the 2017 Fire Ops Program.

**Staff Contact:**

Greg Wright, Deputy Fire Chief, 360.753.8466

**Presenter(s):**

Greg Wright, Deputy Fire Chief

Larry Smith, President, IAFF Local 468

**Background and Analysis:**

Councilmember Jessica Bateman accompanied members of Olympia's Firefighter Union, IAFF Local 468, to Richland Washington for Fire Ops. Fire Ops gives elected officials and senior city leaders a chance to do what firefighters do, in full gear in very realistic simulations. The goal of Fire Ops is to foster better understanding of the difficult job firefighters perform and to provide time for conversation and idea sharing regarding the mission of the fire department and the city. A majority of the current City Council and both the City Manager and Assistant City Manager have attended this valuable training in the past. Councilmember Bateman is the most recent councilmember to do so; this special recognition shows in picture and with words her participation in this valuable activity.

**Neighborhood/Community Interests (if known):**

N/A

**Options:**

N/A

**Financial Impact:**

N/A

**Attachments:**

None



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

## City Council

### Approval of October 24, 2017 City Council Meeting Minutes

**Agenda Date:** 10/30/2017  
**Agenda Item Number:** 4.A  
**File Number:** 17-1109

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

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**Title**

Approval of October 24, 2017 City Council Meeting Minutes



# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Tuesday, October 24, 2017**

**7:00 PM**

**Council Chambers**

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### 1. ROLL CALL

**Present:** 6 - Mayor Cheryl Selby, Mayor Pro Tem Nathaniel Jones, Councilmember Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman and Councilmember Jeannine Roe

**Excused:** 1 - Councilmember Julie Hankins

### 1.A ANNOUNCEMENTS

Mayor Pro Tem Jones noted Mayor Selby will be arriving late to the meeting.

### 1.B APPROVAL OF AGENDA

The agenda was approved.

### 2. SPECIAL RECOGNITION

#### 2.A [17-1089](#) Special Recognition - Washington Center for the Performing Arts Update

Washington Center of the Performing Arts Director Jill Barnes gave an update of events and activities at the Center.

Councilmembers thanked Jill for her work at the Center.

**The recognition was received.**

### 3. PUBLIC COMMUNICATION

The following people spoke: Jacob Clinton, Jim Reeves, Bob Delastrada, Charlie Stephens, Phyllis Booth, Ronda Morrison, Phil Owen, Paul Knox, Bunny Boyd, Bud Blake, Charles Shelan, Kathryn Dodge, TJ LaRoque, Danny Kadden, Bob Jacobs, Russell Carstensen, Trish Gregory, and Mike McCormick.

#### **COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)**

### 4. CONSENT CALENDAR

#### 4.A [17-1091](#) Approval of October 17, 2017 Study Session Meeting Minutes

**The minutes were approved.**

- 4.B [17-1092](#) Approval of October 17, 2017 City Council Meeting Minutes

**The minutes were approved.**

- 4.C [17-1010](#) Approval of a Resolution Authorizing Renewal of an Interlocal Services Agreement with Thurston County for Maintenance of the City's Communications System

**The resolution was approved.**

- 4.D [17-1073](#) Approval of a Resolution Adding a Ballot Proposition to the February 13, 2018, Special Election Authorizing a 0.1% Increase in Sales and Use Tax for the Purpose of Housing and Housing-Related Services

**The resolution was approved.**

- 4.E [17-1085](#) Approval of the Administrative and Finance Plan for the Olympia Home Fund

**The resolution was approved.**

#### **4. SECOND READINGS**

- 4.F [17-0900](#) Approval of an Ordinance Vacating a Portion of Unopened Right-of-Way Adjacent to 606 Kaiser Road SW

**The ordinance was approved on second reading.**

- 4.G [17-1031](#) Approval of an Ordinance Implementing the 2017 Comprehensive Plan Amendments and Associated Rezones

**The ordinance was approved on second reading.**

#### **4. FIRST READINGS**

- 4.H [17-1037](#) Approval of an Ordinance Continuing Funding for the Development Director at the Washington Center of the Performing Arts

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

#### **Approval of the Consent Agenda**

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

**Aye:** 6 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Cooper, Councilmember Gilman and Councilmember Roe

**Excused:** 1 - Councilmember Hankins

## 5. PUBLIC HEARING

### 5.A [17-1074](#) Public Hearing on Community Development Block Grant (CDBG) Program Year 2016 Annual Report

Program Manager Anna Schlecht reviewed the 2016 Consolidated Annual Performance Evaluation Report (CAPER).

Mayor Selby opened the hearing at 7:50 p.m. The following people spoke: Danny Kadden and Richard Peas. The Mayor closed the hearing at 8:04 p.m.

**The public hearing was held and closed.**

## 6. OTHER BUSINESS

### 6.A [17-1063](#) Approval of Olympia Crossings: An Art Plan for City Gateways

Arts Program Manager Stephanie Johnson presented the Olympia Crossings: A Plan for Art at City Gateways. She shared the public art process.

Principal of Framework Cultural Placemaking Leslie Bain discussed the plan in detail. She noted the gateways concept was envisioned in the City's Comprehensive Plan. The plan includes feedback from the Land Use Committee, the public and the Planning Commission.

Councilmembers asked clarifying questions.

**Mayor Pro Tem Jones moved, seconded by Councilmember Cooper, to approve the Olympia Crossings: An Art Plan for City Gateways.**

## 7. CONTINUED PUBLIC COMMUNICATION

## 8. REPORTS AND REFERRALS

### 8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

Mayor Selby discussed a referral regarding the City's Temporary Homeless Encampment Policy. She expressed wanting to refer it to the Ad Hoc Committee on Housing Affordability (AHCOHA). Councilmember Cooper believes the AHCOHA would now be disbanded with the evening's vote to place the Home Fund on the ballot. He noted a broader discussion would be necessary to determine if the Committee should continue. Mayor Selby will discuss the referral with Councilmember Hankins, who is both



the Chair of the Land Use Committee and the AHCOHA, to determine the appropriate Committee for the referral to go.

Mayor Selby also discussed a referral to General Government regarding the use of electronic devices at Council and Committee meetings.

## **8.B CITY MANAGER'S REPORT AND REFERRALS**

Acting City Manager Kellie Purce Braseth had no reports.

## **9. ADJOURNMENT**

The meeting adjourned at 8:37 p.m.



## City Council

### Approval of a Professional Services Agreement with Jennifer Ziegler Public Affairs

**Agenda Date:** 10/30/2017  
**Agenda Item Number:** 4.B  
**File Number:** 17-1078

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

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#### **Title**

Approval of a Professional Services Agreement with Jennifer Ziegler Public Affairs

#### **Recommended Action**

##### **Committee Recommendation:**

The Finance Committee recommends approval of the Professional Services Agreement with Jennifer Ziegler Public Affairs and recommends approval of \$6,000 in funding from Council Goal money.

##### **City Manager Recommendation:**

Move to approve the Professional Services Agreement with Jennifer Ziegler Public Affairs and approve \$6,000 in funding from Council Goal money.

#### **Report**

##### **Issue:**

Whether to approve a Professional Services Agreement with Jennifer Ziegler Public Affairs and \$6,000 in funding from Council Goal Money.

##### **Staff Contact:**

Jay Burney, Assistant City Manager, Executive Department, 360.753.8740

##### **Presenter(s):**

None - Consent Calendar Item

#### **Background and Analysis:**

The City of Olympia has operated for several years without the use of contracted services for lobbying during the legislative session. During this time, staff have served in this role, advocating on a project-by-project basis and working with the Association of Washington Cities to provide advocacy on our behalf. Staff have been successful on obtaining smaller levels of funding for projects and providing testimony when needed to help move initiatives forward that benefit the City.

For the 2018 session, the City has a big need for funding for the State Route 101/West Olympia Interchange project, and would like to have additional resources during session to advocate for our City priorities. At the 2017 Council Retreat, Council identified the need for a lobbyist as a priority for consideration.

In talking with our local delegation and other communities, Jennifer Ziegler Public Affairs was recommended as a potential lobbyist that could be a good fit for Olympia. Staff reached out to Ms. Ziegler, and she is interested and available to work with the City of Olympia on a contract basis. Her resume is attached.

Staff briefed the Finance Committee at its September 20 meeting, at which time they approved moving a recommendation to hire Ms. Ziegler along with a funding proposal to the full Council for approval. Ms. Ziegler would begin her work in 2017 so that she may aid the City in preparing its 2018 legislative priorities. Staff would also like to retain Ms. Ziegler for 2018. A professional services agreement is attached for approval.

For 2017, the Finance Committee proposes the use of \$6,000 in Council Goal Money as the source of funding for these services. Staff will include 2018 funding as part of the 2018 budget process.

**Neighborhood/Community Interests (if known):**

N/A

**Options:**

1. Move to approve the Professional Services Agreement with Jennifer Ziegler Public Affairs and approve \$6,000 in funding from Council Goal money.
2. Do not approve the Professional Services Agreement with Jennifer Ziegler Public Affairs and approve \$6,000 in funding from Council Goal money.
3. Do not provide any funding for a lobbyist in 2017.

**Financial Impact:**

The Finance Committee is proposing the use of \$6,000 in Council Goal Money as the source of funding to pay for a lobbyist in 2017. Staff will include funding in 2018 through the 2018 budget process.

**Attachments:**

Jennifer Ziegler Resume  
Professional Services Agreement

## **Jennifer Hanlon Ziegler**

1127 Arcadia Street NW • Olympia, WA 98502 • (360) 790-6089

### **Employment**

#### **OWNER**

JANUARY 2013-CURRENT

*Jennifer Ziegler Public Affairs Consulting*

Provide public affairs services in legislative advocacy, government relations and strategic communications. Clients include HNTB Corporation, Nichols Brothers Boatbuilders, the Small and Mid-Size Transit Alliance, City of Cheney and City of Lake Stevens.

#### **EXECUTIVE POLICY ADVISOR**

2006-2009 AND 2011-2013

*Governor Gregoire's Executive Policy Office*

Advised Governor Gregoire on transportation issues, including the replacement of the Alaskan Way Viaduct, the State Route 520 bridge project and transportation funding options. Developed partnerships with stakeholders on behalf of the Governor's office. Staffed the Governor's Connecting Washington task force regarding transportation funding. Researched and provided options to the task force for transportation funding and developed the final task force report. Chaired the Governor's workgroup regarding the implementation of MAP-21, containing representatives from cities, counties, tribes, metropolitan planning organizations and regional transportation planning organizations.

#### **DIRECTOR OF GOVERNMENT RELATIONS AND COMMUNICATIONS**

2009-2011

*Toll Division, Washington State Department of Transportation*

Drafted legislation and coordinated advocacy efforts for bills providing for the implementation of tolling on SR 520 and authorizing express toll lanes on I-405. Developed communications plans and supervised marketing efforts related to tolling on the Tacoma Narrows Bridge, SR 167 High Occupancy Toll Lanes and SR 520. Drafted Transportation Commission presentations regarding potential toll rates and toll finance issues. Coordinated the implementation of tolling with the Department of Licensing, the Washington State Patrol, the Office of the State Treasurer and impacted local governments.

#### **DIRECTOR OF GOVERNMENT RELATIONS**

2005-2006

*Washington State Department of Transportation*

Developed and implemented the legislative agenda for the Washington State Department of Transportation (WSDOT) on a range of issues including apprenticeship participation on transportation projects and vessel procurement for the state ferry system. Coordinated the legislative activities of WSDOT, which included tracking legislation pertaining to multiple topics and providing the Legislature with an integrated response to issues from WSDOT programs.

**EXECUTIVE DIRECTOR**

2003-2005

*Washington State Transportation Commission*

Advised Transportation Commissioners on transportation policy issues, including transportation revenue, state and regional governance issues and the movement of freight in Washington.

**STAFF COUNSEL**

1995-2003

*Senate Committee Services*

Advised Senators on legal issues regarding the state transportation budget and drafted transportation budget legislation. Researched and drafted legislation regarding the regional transportation investment district and the financing and construction of the Tacoma Narrows Bridge. Presented legislation at Committee hearings. Supervised legal and policy staff working for the Commerce and Trade Committee. Examined issues and assisted legislators in developing policies for the Education, Higher Education, and Energy, Telecommunications, and Utilities committees.

**Education**

**JURIS DOCTOR**

1993-1996

*Seattle University School of Law*

*Tacoma, WA*

**BACHELOR OF SCIENCE IN POLITICAL SCIENCE**

1989-1993

*Emporia State University*

*Emporia, KS*

**Memberships and Related Activities**

Washington State Bar Association, WSBA No. 28432

Board Member, Washington Highway Users Federation

Board Member, Olympia School District Education Foundation

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
LOBBYING/ADVOCACY SERVICES**

This Professional Services 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 Jennifer Ziegler Public Affairs, a Washington corporation ("Contractor").

A. The City seeks the temporary professional services of a skilled independent contractor capable of working without direct supervision, in the capacity of lobbying/advocacy; and

B. The Contractor has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

Contractor shall provide the services more specifically described in Exhibit "A," attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than November 1, 2018 ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City.

4. Compensation.

A. Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed Thirty-Six Thousand and No/100 Dollars (\$36,000.00)

B. Method of Payment. Payment by the City for the 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 shall be made on a monthly basis, thirty (30) days after receipt of such voucher or invoice.

C. Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

5. Compliance with Laws.

Contractor shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

6. Assurances.

The Contractor affirms that it has the requisite training, skill and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Olympia by obtaining a City of Olympia business registration.

7. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Contractor is an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor may be performing professional services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City.

8. Equal Opportunity Employer.

A. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, there shall be no unlawful discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives 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 shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be 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 non-discrimination. Any material

violation of this provision shall be 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 Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the City. The Contractor, shall, 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 must complete and return the *Statement of Compliance with Non-Discrimination* attached as Exhibit B.

9. Confidentiality.

Contractor agrees not to disclose any information and/or documentation obtained by Contractor in performance of this Agreement that has been expressly declared confidential by the City. Breach of confidentiality by the Contractor will be grounds for immediate termination.

10. Indemnification/Insurance.

A. Indemnification / Hold Harmless. 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 resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

B. Insurance. 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 the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

C. No Limitation. 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.

D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:



1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

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, independent contractors, stop gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Contractor's profession.

E. Minimum Amounts of Insurance. Contractor 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 \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

F. Other Insurance Provisions. The Contractor'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 insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

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

H. Verification of Coverage. 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 commencement of the work.

I. Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) 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.

K. City's Full Access to 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 any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

11. Work Product.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by Contractor in performing the Services under this Agreement and which are delivered to the City shall belong to the City. Any such work product shall be delivered to the City by Contractor at the termination or cancellation date of this Agreement, or as soon thereafter as possible. All other documents are owned by the Contractor.

12. Treatment of Assets.

A. Title to all property furnished by the City shall remain in the name of the City.

B. Title to all nonexpendable personal property and all real property purchased by the Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by the vendor. If the Contractor elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Contractor. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.

C. Nonexpendable personal property purchased by the Contractor under the terms of this Contract in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior expressed written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Contract.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Contractor agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

E. The Contractor shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Contractor, or which results from the failure on the part of the Contractor to maintain and administer in accordance with sound management practices that property, to ensure that

the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

F. Upon the happening of loss or destruction of, or damage to, any City property, the Contractor shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

G. The Contractor shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Contract unless otherwise mutually agreed upon by the parties.

13. Books and Records.

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

Records owned, used, or retained by the City that meet the definition of a "public record" pursuant to RCW 42.56.010 are subject to disclosure under Washington's Public Records Act. Should the Contractor fail to provide records created or used by Contractor in its work for the City within ten (10) days of the City's request for such records, Contractor shall indemnify, defend, and hold the City harmless for any public records judgment, including costs and attorney's fees, against the City involving such withheld records.

14. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be 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 shall accrue to the City in the event this provision applies.

15. General Provisions.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be 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 shall in no way affect or invalidate any other provision hereof and such other provisions shall 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 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.

D. Assignment. Neither the Contractor nor the City shall have 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 Contract 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 shall be subject to each provision of this Contract.

3. Any technical/professional service subcontract not listed in this Contract, which is to be charged to the Contract, 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 shall 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 shall be 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 shall 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 shall be made in and shall be 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 individuals are 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 shall 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 shall 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 shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the 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 shall be 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 shall 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 shall 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 shall be brought in Thurston County, Washington, Superior Court.

Q. Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

1. By signing the agreement below, the Contractor certifies to the best of its knowledge and belief, that it and its principles:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

S. Early Retirement from the State of Washington- Certification. By signing this form, you certify that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

CITY OF OLYMPIA

By: \_\_\_\_\_  
Jay Burney, Assistant City Manager  
P.O. Box 1967  
Olympia WA 98507-1967  
Date of Signature: \_\_\_\_\_

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City Attorney

**I certify that I am authorized to execute this contract on behalf of the Contractor.**

\_\_\_\_\_  
Jennifer Ziegler Public Affairs

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name of Person Signing)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

Date of Signature: \_\_\_\_\_

# EXHIBIT A



Jennifer Ziegler  
PUBLIC AFFAIRS

## Lobbying/Advocacy Services for City of Olympia

Jennifer Ziegler and Debora Munguia

### Service Area Specifications:

Our approach to representing Olympia will include an initial meeting with the key leaders of the City to clearly understand your priority issues. These conversations will help us identify the following:

- The issues you hope to resolve in the short-term, as well as your long-term priorities;
- What we can do to help you with statutory and budget issues in the legislative arena, as well as with administrative and regulatory issues that require working with various state agencies;
- Protocols of who you want us to report to on a day-to-day basis;
- How we can provide policy updates at regular milestones; and
- The types of specific reporting you would like to have during the legislative session.

We will develop a work plan for the City. Our work regarding legislative advocacy will include the following activities:

- Development of a proposed legislative agenda.
- Coordinating meetings with the Governor's Office, key legislators and legislative staff on legislative priorities.
- Providing a legislative session outlook to the City Council prior to the start of the legislative session.
- Review of current proposed legislation of interest or concern.
- Regularly scheduled phone calls or meetings with the appropriate staff to develop a position on pending legislative proposals.
- Providing a weekly written bill monitoring report during the legislative session.
- Lobbying legislators and the Governor's office regarding relevant legislation.
- Regularly scheduled meetings with the appropriate committee chairs, legislative staff and Governor's office staff to discuss legislation of interest or concern.
- Testifying on legislation on behalf of Olympia, coordinating any councilmember or staff legislative testimony, and drafting testimony.
- Participation in Association of Washington Cities meetings to monitor proposed legislation and administrative issues.
- Outreach to the Governor's office to sign or veto any legislation relevant to Olympia priorities.
- Providing an end-of-session report to the City Council.

# EXHIBIT A

Our work during the interim will include the following activities:

- Developing a legislative strategy for obtaining funding for the West Olympia Access Project, including outreach to the Thurston County legislative delegation, the Chairs of the House and Senate Transportation Committees and the Washington State Department of Transportation.
- Initial conversations with city staff to understand regulatory priorities and concerns.
- Providing any necessary assistance on various grant processes and regulatory issues.
- Tracking interim task forces and committees.
- Regular meetings with members of Olympia's legislative delegation.

## **Professional Fees:**

We propose a contract from November 1, 2017 through November 1, 2018. We propose a monthly retainer of \$3000, for a total contract amount of \$36,000. This retainer amount reflects work to facilitate and foster productive relationships with legislators, staff, members of the Governor's office, agencies and other stakeholders; advocate on behalf of Olympia; and ensure compliance with state laws including public disclosure laws. This retainer amount also includes any travel or related expenses.



**Exhibit "B"**

**STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENT**

The Olympia City Council has made compliance with the City's *Non-Discrimination 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 non-discrimination policy. Accordingly, each City 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 non-discrimination ordinance and contract provisions. **Please check all that apply:**

Non-discrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).

What type, and how often? \_\_\_\_\_

Non-discrimination provisions are posted on applications for service.

Non-discrimination provisions are posted on the agency's web site.

Non-discrimination provisions are included in human resource materials provided to job applicants and new employees.

Non-discrimination 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 non-discrimination, 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 non-discrimination ordinance.

**Failure to implement the measures specified above or to comply with the City of Olympia's non-discrimination ordinance constitutes a breach of contract**

By signing this statement, I acknowledge compliance with the City of Olympia's non-discrimination 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)



## City Council

### Approval of a Resolution Authorizing the Sale of the Piperhill/Pacific Drinking Water Utility property

**Agenda Date:** 10/30/2017  
**Agenda Item Number:** 4.C  
**File Number:** 17-1097

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

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#### **Title**

Approval of a Resolution Authorizing the Sale of the Piperhill/Pacific Drinking Water Utility property

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee.

##### **City Manager Recommendation:**

Move to approve a resolution approving the sale of the Piperhill/Pacific surplus Drinking Water Utility property to Sean and Tiffany Hooper, Steven and Kathleen Hooper, and CP General, LLC, as tenants in common.

#### **Report**

##### **Issue:**

Whether to approve the sale of the surplus Piperhill/Pacific Access Road property to Sean and Tiffany Hooper, Steven and Kathleen Hooper, and CP General, LLC, as tenants in common.

##### **Staff Contact:**

Jay Burney, Assistant City Manager, 360.753.8740  
Ladd Cluff, City Surveyor, Public Works Department, 360.753.8389

##### **Presenter(s):**

None - Consent Calendar Item

#### **Background and Analysis:**

The Piperhill and Pacific Access Road property, which runs north/south between Piperhill Drive and Old Pacific Highway, was formerly used to access and maintain the Meridian Reservoir, a property owned and maintained by the City's Drinking Water Utility. This access road crosses railroad tracks at its midpoint and due to safety concerns, staff have found alternative means of access to the Reservoir property. As such, the Drinking Water Utility no longer has a use for this access road.

Several private properties along Piperhill Drive and abutting the access road have been using the road to enter/exit their properties. These properties are shown on the attached map. When these

properties were developed with single family residences and permitted by the County, ownership or easement access should have been verified as a condition of granting building permits, but this issue was missed. This oversight has created a situation where these property owners do not have a legal right to access their properties (homes). One of the properties, currently vacant, is planned for development, but private financing is being held up over concerns related to ownership of the access road or lawful easement access.

Up to this point, the City has maintained the access road and assumed liability for those utilizing the access road. Because the City's utility no longer has any use for the road, but the private properties do, staff recommended declaring the property surplus and then moving forward to sell the property to the abutting property owners after the required Public Hearing. On June 6, 2017, the City Council passed a resolution declaring the Piperhill and Pacific Access Road property as surplus to the needs of the City's Drinking Water Utility.

City staff followed the City's *Procedures for Reuse and Disposal of City Real Property*, noticing the property as surplus to the needs of the City and inquiring as to interested parties. Three property owners expressed an interest in acquiring a portion of the access road:

- 1) Sean and Tiffany Hooper - 9432 Piperhill Dr. SE
- 2) Steven and Kathleen Hooper - 9440 Piperhill Dr. SE
- 3) CP General, LLC - 9446 Piperhill Dr. SE

As noted above, these property owners need to acquire this property so that they have legal access to their properties.

The access road property is of minimal value to the City as it is not developable. Its only use is as an access road. The City currently spends \$1,000-\$2,000 per year on maintenance and insurance and carries the liability for any claims/issues that may arise out of the use of the access road, which solely benefits the private property owners with adjacent residences. Staff have determined a fair price for selling the property that would recoup staff time and efforts, and that price is \$7,500. This sum, if split among the three property owners requiring access, would require that each pay \$2,500. Sale of the property also relieves the City of its ongoing maintenance, insurance, and liability costs.

On October 17, 2017, Council held the required Public Hearing and directed staff to move forward with selling the property. The attached Resolution is the formal approval of the sale and authorizes the City Manager to execute any and all documents necessary on behalf of the City of Olympia to convey the property to Sean and Tiffany Hooper, Steven and Kathleen Hooper, and CP General, LLC, as tenants in common.

**Neighborhood/Community Interests (if known):**

The City no longer uses Piperhill and Pacific Access Road, yet maintenance of the property is currently being borne by the City's Drinking Water Utility rate payers. The property owners adjacent to the access road, who use it to access their properties, have no legal agreements in place to do so due to an error by the County in permitting construction of their homes.

**Options:**

1. Move to approve a resolution approving the sale of the Piperhill/Pacific surplus Drinking Water Utility property to Sean and Tiffany Hooper, Steven and Kathleen Hooper, and CP General,

LLC, as tenants in common.

2. Do not approve the resolution authorizing sale of the property and provide direction to staff on next steps.
3. Retain the Piperhill and Pacific Access Road property and continue to incur maintenance costs and liabilities.

**Financial Impact:**

The Drinking Water Utility currently bears the costs of maintaining the property. The current cost of maintenance and insurance is approximately \$1,000 - \$2,000 per year. The property is of minimal value as it is not developable, and its only use is for access to the private properties adjacent to it. The \$7,500 in revenue from the sale will be returned to the Drinking Water Utility.

**Attachments:**

Resolution  
Map

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON DECLARING CERTAIN REAL PROPERTY SURPLUS TO THE NEEDS OF THE CITY OF OLYMPIA'S DRINKING WATER UTILITY.**

**WHEREAS**, the City of Olympia holds fee simple ownership of 1.5 acres of real property, more or less, located in unincorporated Thurston County, which is an asset of the City's Drinking Water Utility; and

**WHEREAS**, the property historically served as an access road for maintenance of the utility's Meridian Reservoir site; and

**WHEREAS**, this access road is no longer needed or used by the Drinking Water utility for maintenance or access needs; and

**WHEREAS**, abutting private property owners use this access road for access to their properties and homes; and

**WHEREAS**, the Drinking Water utility would like to relieve itself of the long-term maintenance obligations and legal liabilities associated with ownership of this access road; and

**WHEREAS**, City staff have informed the community and surrounding property owners that the real property is deemed excess and surplus to the needs of the Drinking Water utility and of the real property's potential availability in accordance with the Procedures for the *Evaluation of City Real Property for Reuse and Disposal*; and

**WHEREAS**, the abutting property owners have expressed an interest in acquiring this real property from the City for access purposes to their properties and homes; and

**WHEREAS**, any disposition of this property may occur only after a legislative determination that the real property at issue is surplus to the needs of the City's Drinking Water Utility, and the City conducts a subsequent public hearing upon proper notice as provided by law as to any disposition of the surplus property;

**NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE** that:

The Drinking Water utility's real property, consisting of an access road and specifically identified as Tax Parcel No. 11824440200, is surplus to the needs of the City's Drinking Water Utility.

PASSED BY THE OLYMPIA CITY COUNCIL this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:



\_\_\_\_\_  
CITY ATTORNEY





# Meridian Reservoir Access Road



9432, 9440 & 9446 Piperhill Dr.



1 inch = 200 feet

Map printed 10/3/2017

### Legend

-  City of Olympia Parcel
-  Dominant Estate Parcels

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





## City Council

### Approval of an Ordinance Continuing Funding for the Development Director at the Washington Center of the Performing Arts

**Agenda Date:** 10/30/2017  
**Agenda Item Number:** 4.D  
**File Number:** 17-1037

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

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#### **Title**

Approval of an Ordinance Continuing Funding for the Development Director at the Washington Center of the Performing Arts

#### **Recommended Action**

##### **Committee Recommendation:**

The Finance Committee recommends the City Council move to approve an ordinance to continue to support funding for the Development Director at the Washington Center of the Performing Arts for the next three years.

##### **City Manager Recommendation:**

Move to approve on second reading an ordinance to continue funding for the Development Director at the Washington Center of the Performing Arts for the next three years.

#### **..Report**

##### **Issue:**

Whether to approve on second reading an ordinance to continue to support funding of the Development Director position at the Washington Center of the Performing Arts for the next three years.

##### **Staff Contact:**

Steve Hall, City Manager, 360.753.8447  
Debbie Sullivan, Deputy Administrative Services Director, 360.753.8499

##### **Presenter(s):**

None - Consent Calendar Item.

##### **Background and Analysis:**

The background and analysis has not changed from first to second reading.

The City owns the Washington Center for the Performing Arts. It is operated by contract through a nonprofit organization directed by a volunteer Board of Directors.



In 2015, the City Council agreed to support a Development Director position for the Washington Center's Endowment Fund. The job of the Development Director is to increase revenues of all types to support the Center and its mission. The City allotted up to \$100,000 from the endowment to cover the cost of salary and benefits for the position. Authorization for that funding ends in January 2017.

On September 20, the City Council's Finance Committee met with Jill Barnes Executive Director and Jocelyn Woods Development Director for the Washington Center. They reported on the progress made by the Center toward increasing revenues from sponsors, grants, ticket sales, Friends of the Center and more. The Center will end the 2017-2017 season in the black financially for the first time in several years. Much of their financial turnaround is due to the work of the Development Director.

After discussion, the Finance Committee recommended three additional years of joint funding. For the first two years, the City will pay 75% of the estimated \$100,000 per year and 50% of the costs in year three.

|             | <b>City</b>     | <b>Center</b>   |
|-------------|-----------------|-----------------|
| First Year  | \$75,000        | \$25,000        |
| Second Year | \$75,000        | \$25,000        |
| Third Year  | <u>\$50,000</u> | <u>\$50,000</u> |
|             | \$200,000       | \$100,000       |

City funds would be taken from the Washington Center Endowment, which has a current balance of \$970,000.

**Neighborhood/Community Interests (if known):**

The Washington Center for the Performing Arts provides a venue for dozens of local performing arts organizations. Ensuring success of the Center will allow these groups to continue and to thrive.

**Options:**

1. Approve the Ordinance
2. Modify the Ordinance
3. Do not pass the Ordinance

**Financial Impact:**

The Washington Center Endowment Fund has a current balance of \$970,000. This action would reduce the Endowment by \$200,000 over the next three years.

**Attachments:**

Ordinance

Ordinance No. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, APPROPRIATING WITHIN THE WASHINGTON CENTER ENDOWMENT FUND, \$200,000 TO PARTIALLY FUND A DEVELOPMENT COORDINATOR FOR THE WASHINGTON CENTER FOR THE PERFORMING ARTS FOR A PORTION OF WAGES AND BENEFITS AT THE RATE OF 75% IN 2018, 75% IN 2019, AND 50% IN 2020.**

**WHEREAS**, the Washington Center for the Performing Arts is still recovering from the economic impacts of the Great Recession; and

**WHEREAS**, the Washington Center for the Performing Arts is in the process of implementation a sustainable funding plan; and

**WHEREAS**, the Washington Center for the Performing Arts has a need to fund a development coordinator; and

**WHEREAS**, the Washington Center Endowment Fund has resources available to fund the operational needs and development coordinator for a two-year period;

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

**Section 1.** That the following appropriations are hereby made:

| <b>WASHINGTON CENTER ENDOWMENT FUND</b> |                             |                  |
|---|-----------------------------|------------------|
| <b>Resources:</b>                       | Fund Balance                | \$200,000        |
|   | <b>TOTAL RESOURCES</b>      | <b>\$200,000</b> |
| <b>Appropriations:</b>                  | Development Coordinator     | \$200,000        |
|   | <b>TOTAL APPROPRIATIONS</b> | <b>\$200,000</b> |

**Section 2. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 3. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

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

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

\_\_\_\_\_  
MAYOR

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

# Presentation of the 2018 Preliminary Operating Budget

**Agenda Date:** 10/30/2017  
**Agenda Item Number:** 6.A  
**File Number:** 17-1100

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

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### Title

Presentation of the 2018 Preliminary Operating Budget

### Recommended Action

#### Committee Recommendation:

The Finance Committee discussed utility rates and development fees at their Oct. 11 meeting and will continue budget discussions at the Nov. 8 meeting.

#### City Manager Recommendation:

Receive the 2018 Preliminary Operating Budget presentation and begin budget discussions. Briefing only; no action requested.

### Report

#### Issue:

Whether to receive a presentation on the 2018 Preliminary Operating Budget.

#### Staff Contact:

Dean Walz, Acting Administrative Services Director, 360.753.8465

#### Presenter(s):

Steve Hall, City Manager

Dean Walz, Acting, Administrative Services Director

#### Background and Analysis:

The Preliminary 2018 Operating Budget will be presented on Oct. 30, 2017. The document will be available on the website Oct. 31, 2017.

The expenditure budget for 2018 is \$146.6 million reflecting a 2.9 percent increase over the 2017 expenditures.

The budget includes a 1 percent increase for property taxes plus new construction. The budget also includes increases in utility rates, impact fees, and general facility charges (GFCs). The City Council will address the City's 2018 Budget and 2018-2023 Capital Facilities Plan (CFP) during the following scheduled public meetings:

- Nov. 8      Finance Committee review of preliminary budget
- Nov. 14     Council review of preliminary budget
- Nov. 21     Council review of preliminary budget
- Nov. 21     Public Hearing(s):
  - CFP
  - Operating Budget (including Lodging Tax)
  - Ad Valorem tax
- Nov. 28     Budget Balancing
- Dec. 12     First reading on Budget and corresponding ordinances
- Dec. 19     Final adoption of budget

**Neighborhood/Community Interests (if known):**

Various pieces of the budget and CFP have been discussed with advisory committees.

**Options:**

N/A

**Financial Impact:**

The total budget is \$146.6 million. The General Fund, comprised of basic municipal services is \$75.1 million representing a 4.2 percent increase over the current budget.

**Attachments:**

None