



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8447

Tuesday, September 15, 2015

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION - None

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 [15-0879](#) Approval of September 1, 2015 City Council Meeting Minutes

Attachments: [Minutes](#)

4.B [15-0878](#) Bills and Payroll Certification

Attachments: [Bills and Payroll Certs](#)

4.C [15-0811](#) Approval of Amendment to Interagency Agreement with State of Washington Department of Enterprise Services for Energy Project Management

Attachments: [Amendment #2 - Fire HVAC with Funding Authorizations](#)

- 4.D [15-0844](#) Annual Comprehensive Plan Amendment Schedule for 2016

4. SECOND READINGS

- 4.E [15-0801](#) Approval of Appropriations Ordinance in the Amount of \$100,000 Transferring Funds From the General Fund Balance to the HUD Fund

Attachments: [Ordinance](#)

4. FIRST READINGS

- 4.F [15-0868](#) Amendment to Ordinance 6963 (Operating Budget)

Attachments: [Ordinance](#)

- 4.G [15-0869](#) Amendment to Ordinance 6965 (Special Funds)

Attachments: [Ordinance](#)

- 4.H [15-0870](#) Amendment to Ordinance 6964 (Capital Budget)

Attachments: [Ordinance](#)

5. PUBLIC HEARING

- 5.A [15-0854](#) Development Agreement with Fortis Development, LLC

Attachments: [Agreement](#)

[Resolution](#)

6. OTHER BUSINESS

- 6.A [15-0827](#) Update on the Recreation Program Review

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 Secretary at 360.753-8244 at least 48 hours in advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8447

City Council

Approval of September 1, 2015 City Council Meeting Minutes

Agenda Date: 9/15/2015
Agenda Item Number: 4.A
File Number: 15-0879

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

Title

Approval of September 1, 2015 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8447

Tuesday, September 1, 2015

7:00 PM

Council Chambers

1. ROLL CALL

Present: 5 - Mayor Stephen H. Buxbaum, Councilmember Jim Cooper, Councilmember Julie Hankins, Councilmember Steve Langer and Councilmember Jeannine Roe

Excused: 2 - Mayor Pro Tem Nathaniel Jones and Councilmember Cheryl Selby

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [15-0840](#) Recognition of Center for Business & Innovation at the Economic Development Council

Economic Development Council Executive Director Michael Cade introduced this item. Director of the Center for Business and Innovation Celia Nightingale provided aspects of the Center and who it will serve.

The recognition was received.

3. PUBLIC COMMUNICATION

The following people spoke: Jim Reeves, Jane Thompson, Zachariah Hainline, Ron Nesbitt, and Janice Arnold.

4. CONSENT CALENDAR

4.A [15-0809](#) Approval of August 18, 2015 City Council Meeting Minutes

The minutes were adopted.

4.B [15-0834](#) Approval of August 20, 2015 Special City Council Meeting Minutes

The minutes were adopted.

4.C [15-0829](#) Approval of August 25, 2015 City Council Study Session Minutes

The minutes were adopted.

- 4.D [15-0828](#) Approval of Letter to the Washington Utilities and Transportation Commission Regarding an Evaluation of Colstrip Units 1 and 2

The decision was adopted.

4. SECOND READINGS - None

4. FIRST READINGS

- 4.E [15-0801](#) Approval of Appropriations Ordinance in the Amount of \$100,000 Transferring Funds From the General Fund Balance to the HUD Fund

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

Approval of the Consent Agenda

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

Aye: 5 - Mayor Buxbaum, Councilmember Cooper, Councilmember Hankins, Councilmember Langer and Councilmember Roe

Excused: 2 - Mayor Pro Tem Jones and Councilmember Selby

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A [15-0822](#) Direction to Negotiate a Specific Scope of Work with a Consultant Team for the Downtown Strategy

Senior Planner/Downtown Strategy Project Manager Amy Buckler reviewed the scope of work and selection process. She announced that MAKERS Architecture and Urban Design, LLP is the recommended team. She noted next steps include negotiating a specific contract with the consultant and bringing this forward on Consent. A detailed public participation plan will then be brought to Council.

Councilmembers asked clarifying questions. Because of timing, the Council did not want to table the issue as requested by Ms. Arnold under Public Communications.

Councilmember Cooper moved, seconded by Councilmember Hankins, to direct staff to negotiate a specific scope of work with MAKERS Architecture and Urban Design, LLP for the Downtown Strategy. The motion carried by the following vote:

Aye: 5 - Mayor Buxbaum, Councilmember Cooper, Councilmember Hankins, Councilmember Langer and Councilmember Roe

Excused: 2 - Mayor Pro Tem Jones and Councilmember Selby

7. CONTINUED PUBLIC COMMUNICATION

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events they attended.

8.B CITY MANAGER'S REPORT AND REFERRALS

City Manager Steve Hall reported on storm damage throughout the City. He also addressed a letter received from Puget Sound Energy regarding a complaint that came to Council of a possible fire hazard at a house on Central Street. He stated PSE is making recommendations to rectify this hazard.

9. EXECUTIVE SESSION

9.A [15-0842](#) Executive Session Pursuant to RCW 42.30.110 (1)(b) - Real Estate Matter

The Executive Session was held and no decisions were made.

10. ADJOURNMENT

Mayor Buxbaum announced there is no Council meeting next week.

The meeting was recessed at 8:29 p.m. to reconvene in Executive Session to discuss a real estate matter. Mayor Buxbaum announced no decisions will be made, the meeting is expected to last no longer than one hour, and Council will adjourn immediately following the Executive Session. Staff present included the City Manager, the Assistant City Manager, the City Attorney, and the Public Works Director. The meeting adjourned at 9:25 p.m.



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8447

City Council
Bills and Payroll Certification

Agenda Date: 9/15/2015
Agenda Item Number: 4.B
File Number: 15-0878

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

Title
Bills and Payroll Certification

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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

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

FOR PERIOD	<u>8/2/2015</u>	THROUGH	<u>8/8/2015</u>
FOR A/P CHECK NUMBERS	<u>3663568</u>	THROUGH	<u>3663815</u>
FOR ELECTRONIC PAYMENTS	<u>7/1/2015</u>	THROUGH	<u>7/31/2015</u>

INCLUSIVE IN THE AMOUNT TOTALING

DATED

August 11, 2015

ADMINISTRATIVE SERVICES DIRECTOR

Jane Kukemo

TOTAL APPROVED FOR PAYMENT

		FUND	
\$	966,450.37	001	GENERAL FUND
\$	-	002	SHOP FACILITIES
\$	11,111.65	003	REVOLVING ACCOUNT FUND
\$	-	004	URBAN ARTERIAL FUND
\$	20,815.58	025	WASHINGTON CENTER
\$	1,417.95	026	MUNICIPAL ARTS FUND
\$	74,766.52	029	EQUIP & FACIL REPLACE RES
\$	-	107	HUD
\$	-	108	HUD
\$	-	127	IMPACT FEES
\$	-	130	SEPA MITIGATION FUND
\$	-	132	LODGING TAX FUND
\$	-	133	ARTS AND CONFERENCE FUND
\$	1,378.93	134	PARKS AND REC SIDEWALK UT TAX
\$	1,139.77	135	PARKING BUSINESS IMP AREA
\$	538.56	136	FARMERS MRKT REPAIR/REPLC
\$	-	137	CHILDREN'S HANDS ON MUSEUM
\$	-	138	TRANS BENEFIT DISTRICT
\$	-	208	LID OBLIGATION CONTROL
\$	-	216	4th/5th AVE PW TRST
\$	-	223	LTGO BOND FUND '06-PARKS
\$	-	224	UTGO BOND FUND 2009 FIRE
\$	-	225	CITY HALL DEBT FUND
\$	-	226	2010 LTGO BOND-STREETPROJ
\$	-	227	LOCAL DEBT FUND
\$	-	228	2010B LTGO BONDS-HOCM
\$	310,089.29	317	CIP
\$	-	322	4/5th AVE CORRIDOR/BRIDGE
\$	-	323	CIP CONSTR FUND - PARKS
\$	-	324	FIRE STATION 4 CONSTRUCT
\$	12,031.20	325	CITY HALL CONST
\$	-	326	TRANSPORTATION CONST
\$	-	329	GO BOND PROJECT FUND
\$	-	331	FIRE EQUIPMENT REPLACEMENT FUND
\$	64,177.54	401	WATER
\$	969,826.46	402	SEWER
\$	51,401.60	403	SOLID WASTE
\$	11,722.26	404	STORM AND SURFACE WATER
\$	63,000.00	434	STORM AND SURFACE WATER CIP
\$	12,236.64	461	WATER CIP FUND
\$	351.00	462	SEWER CIP FUND
\$	14,216.70	501	EQUIPMENT RENTAL
\$	148,605.99	502	C. R. EQUIPMENT RENTAL
\$	-	503	UNEMPLOYMENT COMPENSATION
\$	-	504	INS TRUST FUND
\$	16,437.88	505	WORKERS COMPENSATION
\$	-	604	FIREMEN'S PENSION FUND
\$	-	605	CUSTOMERS WATER RESERVE
\$	6,339.92	614	LEOFF I MEDICAL LONG TERM CARE
\$	-	621	WASHINGTON CENTER ENDOW
\$	-	631	PUBLIC FACILITIES
\$	-	682	LAW ENFORCEMENT RECORD MGNTSYS
\$	-	701	PARKS-NEIGHBORHOOD
\$	-	702	PARKS-COMMUNITY
\$	-	703	PARKS-OPEN SPACE
\$	-	707	PARKS-SPECIAL USE
\$	-	711	TRANSPORTATION
\$	-	720	SCHOOLS
\$	2,758,055.81		GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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

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

FOR PERIOD 8/9/2015 THROUGH 8/15/2015
 FOR A/P CHECK NUMBERS 3663816 THROUGH 3664083
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

August 18, 2015

ADMINISTRATIVE SERVICES DIRECTOR

Jane Kirkemo

TOTAL APPROVED FOR PAYMENT
FUND

\$ 693,640.65	001	GENERAL FUND
\$ -	002	SHOP FACILITIES
\$ 2,257.76	003	REVOLVING ACCOUNT FUND
\$ -	004	URBAN ARTERIAL FUND
\$ -	025	WASHINGTON CENTER
\$ 4,200.00	026	MUNICIPAL ARTS FUND
\$ 1,736.45	029	EQUIP & FACIL REPLACE RES
\$ 2,151.60	107	HUD
\$ -	108	HUD
\$ -	127	IMPACT FEES
\$ -	130	SEPA MITIGATION FUND
\$ 8,333.33	132	LODGING TAX FUND
\$ -	133	ARTS AND CONFERENCE FUND
\$ 1,110.28	134	PARKS AND REC SIDEWALK UT TAX
\$ 163.88	135	PARKING BUSINESS IMP AREA
\$ -	136	FARMERS MRKT REPAIR/REPLC
\$ -	137	CHILDREN'S HANDS ON MUSEUM
\$ -	138	TRANS BENEFIT DISTRICT
\$ -	208	LID OBLIGATION CONTROL
\$ -	216	4th/5th AVE PW TRST
\$ -	223	LTGO BOND FUND '06-PARKS
\$ -	224	UTGO BOND FUND 2009 FIRE
\$ -	225	CITY HALL DEBT FUND
\$ -	226	2010 LTGO BOND-STREETPROJ
\$ -	227	LOCAL DEBT FUND
\$ -	228	2010B LTGO BONDS-HOCM
\$ 168,348.67	317	CIP
\$ -	322	4/5th AVE CORRIDOR/BRIDGE
\$ -	323	CIP CONSTR FUND - PARKS
\$ -	324	FIRE STATION 4 CONSTRUCT
\$ -	325	CITY HALL CONST
\$ -	326	TRANSPORTATION CONST
\$ -	329	GO BOND PROJECT FUND
\$ -	331	FIRE EQUIPMENT REPLACEMENT FUND
\$ 65,583.39	401	WATER
\$ 2,900.47	402	SEWER
\$ 21,420.09	403	SOLID WASTE
\$ 417.41	404	STORM AND SURFACE WATER
\$ 106,043.59	434	STORM AND SURFACE WATER CIP
\$ 167,026.24	461	WATER CIP FUND
\$ -	462	SEWER CIP FUND
\$ 167.00	501	EQUIPMENT RENTAL
\$ -	502	C. R. EQUIPMENT RENTAL
\$ -	503	UNEMPLOYMENT COMPENSATION
\$ -	504	INS TRUST FUND
\$ -	505	WORKERS COMPENSATION
\$ -	604	FIREMEN'S PENSION FUND
\$ -	605	CUSTOMERS WATER RESERVE
\$ 1,059.30	614	LEOFF I MEDICAL LONG TERM CARE
\$ -	621	WASHINGTON CENTER ENDOW
\$ -	631	PUBLIC FACILITIES
\$ -	682	LAW ENFORCEMENT RECORD MGNTSYS
\$ -	701	PARKS-NEIGHBORHOOD
\$ -	702	PARKS-COMMUNITY
\$ -	703	PARKS-OPEN SPACE
\$ -	707	PARKS-SPECIAL USE
\$ -	711	TRANSPORTATION
\$ 45,609.00	720	SCHOOLS
\$ 1,292,169.11		GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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

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

FOR PERIOD 8/16/2015 THROUGH 8/22/2015
 FOR A/P CHECK NUMBERS 3664084 THROUGH 3664326
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

August 25, 2015

Jane Kirkemo

TOTAL APPROVED FOR PAYMENT

		FUND	
\$	125,351.30	001	GENERAL FUND
\$	-	002	SHOP FACILITIES
\$	452.94	003	REVOLVING ACCOUNT FUND
\$	-	004	URBAN ARTERIAL FUND
\$	899.30	025	WASHINGTON CENTER
\$	3,500.00	026	MUNICIPAL ARTS FUND
\$	17,595.76	029	EQUIP & FACIL REPLACE RES
\$	-	107	HUD
\$	-	108	HUD
\$	-	127	IMPACT FEES
\$	-	130	SEPA MITIGATION FUND
\$	-	132	LODGING TAX FUND
\$	-	133	ARTS AND CONFERENCE FUND
\$	-	134	PARKS AND REC SIDEWALK UT TAX
\$	50.00	135	PARKING BUSINESS IMP AREA
\$	-	136	FARMERS MRKT REPAIR/REPLC
\$	-	137	CHILDREN'S HANDS ON MUSEUM
\$	-	138	TRANS BENEFIT DISTRICT
\$	-	208	LID OBLIGATION CONTROL
\$	-	216	4th/5th AVE PW TRST
\$	-	223	LTGO BOND FUND '06-PARKS
\$	-	224	UTGO BOND FUND 2009 FIRE
\$	-	225	CITY HALL DEBT FUND
\$	-	226	2010 LTGO BOND-STREETPROJ
\$	-	227	LOCAL DEBT FUND
\$	-	228	2010B LTGO BONDS-HOCM
\$	31,719.07	317	CIP
\$	-	322	4/5th AVE CORRIDOR/BRIDGE
\$	-	323	CIP CONSTR FUND - PARKS
\$	-	324	FIRE STATION 4 CONSTRUCT
\$	-	325	CITY HALL CONST
\$	-	326	TRANSPORTATION CONST
\$	-	329	GO BOND PROJECT FUND
\$	-	331	FIRE EQUIPMENT REPLACEMENT FUND
\$	16,154.80	401	WATER
\$	19,589.95	402	SEWER
\$	364.73	403	SOLID WASTE
\$	5,939.77	404	STORM AND SURFACE WATER
\$	740.18	434	STORM AND SURFACE WATER CIP
\$	11,706.50	461	WATER CIP FUND
\$	7,165.45	462	SEWER CIP FUND
\$	-	501	EQUIPMENT RENTAL
\$	-	502	C. R. EQUIPMENT RENTAL
\$	-	503	UNEMPLOYMENT COMPENSATION
\$	10,000.00	504	INS TRUST FUND
\$	-	505	WORKERS COMPENSATION
\$	-	604	FIREMEN'S PENSION FUND
\$	-	605	CUSTOMERS WATER RESERVE
\$	1,627.20	614	LEOFF I MEDICAL LONG TERM CARE
\$	-	621	WASHINGTON CENTER ENDOW
\$	-	631	PUBLIC FACILITIES
\$	-	682	LAW ENFORCEMENT RECORD MGMTSYS
\$	851.00	701	PARKS-NEIGHBORHOOD
\$	3,233.00	702	PARKS-COMMUNITY
\$	1,250.00	703	PARKS-OPEN SPACE
\$	-	707	PARKS-SPECIAL USE
\$	-	711	TRANSPORTATION
\$	-	720	SCHOOLS
\$	258,190.95		GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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

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

FOR PERIOD 8/23/2015 THROUGH 8/29/2015
 FOR A/P CHECK NUMBERS 3664327 THROUGH 3664609
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

September 1, 2015

Jack Kirkemo

TOTAL APPROVED FOR PAYMENT
FUND

\$	135,221.11	001	GENERAL FUND
\$	-	002	SHOP FACILITIES
\$	15,281.77	003	REVOLVING ACCOUNT FUND
\$	-	004	URBAN ARTERIAL FUND
\$	-	025	WASHINGTON CENTER
\$	64.28	026	MUNICIPAL ARTS FUND
\$	-	029	EQUIP & FACIL REPLACE RES
\$	-	107	HUD
\$	-	108	HUD
\$	-	127	IMPACT FEES
\$	-	130	SEPA MITIGATION FUND
\$	18,333.33	132	LODGING TAX FUND
\$	-	133	ARTS AND CONFERENCE FUND
\$	9.89	134	PARKS AND REC SIDEWALK UT TAX
\$	326.70	135	PARKING BUSINESS IMP AREA
\$	-	136	FARMERS MRKT REPAIR/REPLC
\$	745.44	137	CHILDREN'S HANDS ON MUSEUM
\$	-	138	TRANS BENEFIT DISTRICT
\$	-	208	LID OBLIGATION CONTROL
\$	-	216	4th/5th AVE PW TRST
\$	-	223	LTGO BOND FUND '06-PARKS
\$	-	224	UTGO BOND FUND 2009 FIRE
\$	-	225	CITY HALL DEBT FUND
\$	-	226	2010 LTGO BOND-STREETPROJ
\$	-	227	LOCAL DEBT FUND
\$	-	228	2010B LTGO BONDS-HOCM
\$	591,621.97	317	CIP
\$	-	322	4/5th AVE CORRIDOR/BRIDGE
\$	-	323	CIP CONSTR FUND - PARKS
\$	-	324	FIRE STATION 4 CONSTRUCT
\$	-	325	CITY HALL CONST
\$	-	326	TRANSPORTATION CONST
\$	-	329	GO BOND PROJECT FUND
\$	-	331	FIRE EQUIPMENT REPLACEMENT FUND
\$	86,281.68	401	WATER
\$	16,147.60	402	SEWER
\$	327,433.62	403	SOLID WASTE
\$	19,382.53	404	STORM AND SURFACE WATER
\$	27,589.86	434	STORM AND SURFACE WATER CIP
\$	323,838.61	461	WATER CIP FUND
\$	-	462	SEWER CIP FUND
\$	66,455.90	501	EQUIPMENT RENTAL
\$	-	502	C. R. EQUIPMENT RENTAL
\$	-	503	UNEMPLOYMENT COMPENSATION
\$	1,309.84	504	INS TRUST FUND
\$	373.93	505	WORKERS COMPENSATION
\$	-	604	FIREMEN'S PENSION FUND
\$	-	605	CUSTOMERS WATER RESERVE
\$	-	614	LEOFF I MEDICAL LONG TERM CARE
\$	-	621	WASHINGTON CENTER ENDOW
\$	-	631	PUBLIC FACILITIES
\$	-	682	LAW ENFORCEMENT RECORD MGNTSYS
\$	-	701	PARKS-NEIGHBORHOOD
\$	-	702	PARKS-COMMUNITY
\$	-	703	PARKS-OPEN SPACE
\$	-	707	PARKS-SPECIAL USE
\$	-	711	TRANSPORTATION
\$	-	720	SCHOOLS
\$	1,630,418.06		GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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

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

FOR PERIOD 8/30/2015 THROUGH 9/5/2015
 FOR A/P CHECK NUMBERS 3664610 THROUGH 3664905
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED Sept 9, 2015

ADMINISTRATIVE SERVICES DIRECTOR
Jane Kikemo

TOTAL APPROVED FOR PAYMENT
FUND

\$ 661,126.92	001	GENERAL FUND
\$ -	002	SHOP FACILITIES
\$ 7,015.60	003	REVOLVING ACCOUNT FUND
\$ -	004	URBAN ARTERIAL FUND
\$ 19,210.35	025	WASHINGTON CENTER
\$ 1,709.29	026	MUNICIPAL ARTS FUND
\$ 233,935.89	029	EQUIP & FACIL REPLACE RES
\$ 6,059.39	107	HUD
\$ -	108	HUD
\$ -	127	IMPACT FEES
\$ -	130	SEPA MITIGATION FUND
\$ -	132	LODGING TAX FUND
\$ -	133	ARTS AND CONFERENCE FUND
\$ 45.72	134	PARKS AND REC SIDEWALK UT TAX
\$ -	135	PARKING BUSINESS IMP AREA
\$ 299.20	136	FARMERS MRKT REPAIR/REPLC
\$ -	137	CHILDREN'S HANDS ON MUSEUM
\$ -	138	TRANS BENEFIT DISTRICT
\$ -	208	LID OBLIGATION CONTROL
\$ -	216	4th/5th AVE PW TRST
\$ -	223	LTGO BOND FUND '06-PARKS
\$ -	224	UTGO BOND FUND 2009 FIRE
\$ -	225	CITY HALL DEBT FUND
\$ -	226	2010 LTGO BOND-STREETPROJ
\$ -	227	LOCAL DEBT FUND
\$ -	228	2010B LTGO BONDS-HOCM
\$ 38,146.31	317	CIP
\$ -	322	4/5th AVE CORRIDOR/BRIDGE
\$ -	323	CIP CONSTR FUND - PARKS
\$ -	324	FIRE STATION 4 CONSTRUCT
\$ 22,945.06	325	CITY HALL CONST
\$ -	326	TRANSPORTATION CONST
\$ -	329	GO BOND PROJECT FUND
\$ -	331	FIRE EQUIPMENT REPLACEMENT FUND
\$ 30,326.94	401	WATER
\$ 2,486.62	402	SEWER
\$ 31,086.95	403	SOLID WASTE
\$ 4,668.53	404	STORM AND SURFACE WATER
\$ 6,284.35	434	STORM AND SURFACE WATER CIP
\$ 8,145.11	461	WATER CIP FUND
\$ -	462	SEWER CIP FUND
\$ 8,929.13	501	EQUIPMENT RENTAL
\$ -	502	C. R. EQUIPMENT RENTAL
\$ 250.00	503	UNEMPLOYMENT COMPENSATION
\$ -	504	INS TRUST FUND
\$ -	505	WORKERS COMPENSATION
\$ -	604	FIREMEN'S PENSION FUND
\$ -	605	CUSTOMERS WATER RESERVE
\$ 5,417.30	614	LEOFF I MEDICAL LONG TERM CARE
\$ -	621	WASHINGTON CENTER ENDOW
\$ -	631	PUBLIC FACILITIES
\$ -	682	LAW ENFORCEMENT RECORD MGNTSYS
\$ -	701	PARKS-NEIGHBORHOOD
\$ -	702	PARKS-COMMUNITY
\$ -	703	PARKS-OPEN SPACE
\$ -	707	PARKS-SPECIAL USE
\$ -	711	TRANSPORTATION
\$ -	720	SCHOOLS
\$ 1,088,088.66		GRAND TOTAL FOR WEEK

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **8/15/2015** have been examined and are approved as recommended for payment.

Employees Net Pay:	<u>\$ 1,254,620.21</u>
Fire Pension Net Pay:	_____
Employer Share of Benefits:	<u>\$ 681,811.86</u>
Employer Share of LEOFF I Police Post-Retirement Benefits:	_____
Employer Share of LEOFF I Fire Post-Retirement Benefits:	_____
TOTAL	<u><u>\$ 1,936,432.07</u></u>

Paid by:

Payroll Check Numbers	<u>88058</u>	_____	Manual Checks
And	_____	_____	Fire Pension Checks
And	_____	_____	Manual Checks
And	<u>88059</u>	<u>88096</u>	Semi Payroll Checks

and Direct Deposit transmission.

August 18, 2015
DATE

Janet Kirkemo
ADMINISTRATIVE SERVICES DIRECTOR

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **8/31/2015** have been examined and are approved as recommended for payment.

Employees Net Pay:	<u>\$ 1,293,283.71</u>
Fire Pension Net Pay:	<u>\$ 24,279.76</u>
Employer Share of Benefits:	<u>\$ 681,173.45</u>
Employer Share of LEOFF I Police Post-Retirement Benefits:	<u>\$ 26,187.82</u>
Employer Share of LEOFF I Fire Post-Retirement Benefits:	<u>\$ 22,410.58</u>
TOTAL	<u><u>\$ 2,047,335.32</u></u>

Paid by:

Payroll Check Numbers	_____	_____	Manual Checks
And	<u>88097</u>	<u>88101</u>	Fire Pension Checks
And	<u>88102</u>	<u>88103</u>	Manual Checks
And	<u>88104</u>	<u>88135</u>	Semi Payroll Checks

and Direct Deposit transmission.

September 2, 2015
DATE

Jane Kukemo
ADMINISTRATIVE SERVICES DIRECTOR



City Council

Approval of Amendment to Interagency Agreement with State of Washington Department of Enterprise Services for Energy Project Management

Agenda Date: 9/15/2015
Agenda Item Number: 4.C
File Number: 15-0811

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

Title

Approval of Amendment to Interagency Agreement with State of Washington Department of Enterprise Services for Energy Project Management

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve Amendment #2 to the Interagency Agreement with the Department of Enterprise Services ("DES") and authorize the Mayor to sign the amendment.

Report

Issue:

Whether to approve the Amendment to the Interagency Agreement with DES which will allow the City to complete an HVAC project at Fire Station Headquarters facility using DES as the Project Manager.

Staff Contact:

Debbie Sullivan, Deputy Public Works Director, 360.753.8494

Presenter(s):

None - consent calendar.

Background and Analysis:

The City entered into an Interagency Agreement ("IAA") with Washington State Department of Enterprise Services ("DES") in August 2014 to provide management services for energy saving projects on behalf of the City. The Agreement allows the City to pursue energy efficiency projects using DES's staff to manage the project. The Amendment also extends the term of the Agreement to December 31, 2018.

The attached Amendment #2 authorizes DES to replace the failing HVAC system at the Fire Station

Headquarters with more energy efficient, commercial grade equipment. The HVAC equipment was evaluated during the 2008 energy audit and as part of the 2013 Building Condition Assessment. As a result of those reports, this project was planned for replacement.

Earlier this year, the HVAC equipment failed before we could start design. Because it was included in the 2008 energy audit, the City used DES and an Energy Savings Performance Contractor, Ameresco. Ameresco performed another energy audit and recommended an approach that will result in guaranteed energy savings of approximately \$1,000 per year and a reduction in greenhouse gas emissions of six metric tons per year. If the amendment is approved, construction will begin this fall and be completed by spring 2016, in time for the cooling season.

DES's fee for this project is \$24,800. The cost for the design and construction of the project is \$354,947 for a total project cost of \$379,747. The cost includes design, construction, system verification, measurement and verification services, and DES project management services.

Neighborhood/Community Interests (if known):

None known.

Options:

1. Move to approve Amendment #2 to the IAA with DES and authorize the Mayor to sign. Using DES's services is the most cost-effective and expeditious way to complete this project. The Energy Savings Performance Contractor, Ameresco, has completed an energy audit and design and is prepared to start work immediately. Approving the Amendment allows staff to move forward with the HVAC replacement Fire Station Headquarters.
2. Do not approve Amendment #2 to the IAA with DES. The project will be delayed approximately one year. City staff will need to hire a design consultant to prepare the plans and bid documents. This will significantly increase the cost of the project.

Financial Impact:

The funding for this project is from the Building Repair and Replacement Fund (029).

Attachment:

Amendment #2 - Fire HVAC with Funding Authorizations

INTERAGENCY Amendment

Department of Enterprise Services

Date: August 14, 2015
Agreement No: K2990
Project No.: 2015-114
Amendment No: 2

**Interagency Agreement Between the
State of Washington
Department of Enterprise Services
and the
City of Olympia**

The parties to this Agreement, the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as "DES", and the City of Olympia, hereinafter referred to as the "CLIENT AGENCY", hereby amend the Agreement as follows:

1. Statement of Work

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A-1" and Attachment "C-1", attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment "A-1" and Attachment "C-1".

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

1.1 Fire Station No. 1 HVAC Replacement outlined in the Ameresco, Inc. Energy Services Proposal dated July 15, 2015.

Attachment "A" Scope of Work Energy/Utility Conservation Projects Management Services is revised to Attachment "A-1" and Attachment "C" Scope of Work Energy/Utility Conservation Projects Monitoring Services is revised to Attachment "C-1" to update the Statewide Energy Performance Contracting Program Master Energy Services Agreement number from Agreement No. 2013-133 to Agreement No. 2015-181, attached hereto and incorporated herein by reference.

3. Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence on August 22, 2014, and be completed on **December 31, 2018** unless altered or amended as provided herein.

4. Consideration

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under Attachment "A-1" of this Agreement, the CLIENT AGENCY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B-1".

If the CLIENT AGENCY decides not to proceed with an Energy/Utility Conservation project that meets the CLIENT AGENCY's cost effective criteria, then the CLIENT AGENCY will be charged a Termination Fee per Attachment "B-1". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the Energy Services Company (ESCO).

If measurement and verification services are requested by the CLIENT AGENCY and provided by DES under Attachment "C-1" of this Agreement, the CLIENT AGENCY will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CLIENT AGENCY, after DES has reviewed, approved and sent the invoices to the CLIENT AGENCY for payment.

4.1 Energy Project Management Fee for the work described in Section 1.1 is \$24,800.00. Anticipated billing date for this Amendment is March 1, 2016.

The new total Agreement value is \$24,800.00.

This Amendment also revises the Interagency Reimbursement Costs outlined in Attachment "B" of the Agreement to reflect the current DES project management fees. A new Attachment "B-1" is included with this Amendment.

All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

City of Olympia

**Department of Enterprise Services
Facilities Division
Engineering & Architectural Services**

Title Date

William J. Frare, P.E.
Assistant Director
Title Date

K2990am2em

APPROVED AS TO FORM:

A. Haskesen
CITY ATTORNEY (ACA)

ATTACHMENT A-1

Scope of Work Energy/Utility Conservation Projects Management Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. **2015-181**

DES will provide the following project management services for each specific project for the CLIENT AGENCY. Each individual project shall be authorized by Amendment to this Agreement.

1. Assist the CLIENT AGENCY in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Negotiate scope of work and fee for ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with the ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review and approve the ESCO invoice vouchers for payment.
9. Assist with final project acceptance.
10. Provide other services as required to complete a successful energy performance contract.

ATTACHMENT B-1

Fee Schedule

2015-17 Interagency Reimbursement Costs for Project Management Fees to Administer Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION</u>
5,000,001.....6,000,000.....	\$66,000.....	25,700
4,000,001.....5,000,000.....	65,000.....	25,400
3,000,001.....4,000,000.....	64,000.....	25,000
2,000,001.....3,000,000.....	60,000.....	23,400
1,500,001.....2,000,000.....	56,000.....	21,800
1,000,001.....1,500,000.....	49,500.....	19,300
900,001..... 1,000,000.....	42,000.....	16,400
800,001.....900,000.....	39,600.....	15,400
700,001.....800,000.....	36,800.....	14,400
600,001.....700,000.....	35,000.....	13,700
500,001.....600,000.....	32,400.....	12,600
400,001.....500,000.....	29,000.....	11,300
300,001.....400,000.....	24,800.....	9,700
200,001.....300,000.....	19,800.....	7,700
100,001.....200,000.....	13,800.....	5,400
50,001.....100,000.....	7,500.....	3,500
20,001.....50,000.....	4,000.....	2,000
0.....20,000	2,000.....	1,000

The project management fee on projects over \$6,000,000 is 1.1% of the project cost. The maximum DES termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by DES's Energy Program.
2. Termination fees cover the selection and project management costs associated with managing the ESCO's investment grade audit and proposal that identifies cost effective conservation measures if the CLIENT AGENCY decides not to proceed with the project through DES.
3. If the project meets the CLIENT AGENCY's cost effectiveness criteria and the CLIENT AGENCY decides not to move forward with a project, then the CLIENT AGENCY will be invoiced per Attachment B Termination or \$25,700.00 whichever is less. If the CLIENT AGENCY decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the CLIENT AGENCY's established Cost Effectiveness Criteria, then there is no cost to the CLIENT AGENCY and no further obligation by the CLIENT AGENCY.

ATTACHMENT C-1

Scope of Work Energy/Utility Conservation Projects Monitoring Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2015-181

If requested DES will provide the following monitoring services for each specific project for the CLIENT AGENCY.

1. Monitor actual energy use and dollar costs, compare with the ESCO's annual Measurement and Verification (M&V) report and any ESCO guarantee, resolve differences, if needed, and approve any vouchers for payment.
2. Monitor facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use which may impact energy savings.
3. Provide annual letter report describing the ESCO's performance, equipment performance and operation, energy savings and additional opportunities, if any, to reduce energy costs.



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson St. SE, Olympia, WA 98501
PO Box 41476, Olympia, WA 98504-1476

August 14, 2015

TO: Danelle MacEwen, City of Olympia
FROM: Eddie Miller, Contract Specialist, (360) 407-9363
RE: Authorization No. 2015-114 A (1)
Amendment No. 1
Project Title Fire Station No. 1 HVAC Replacement
Ameresco, Inc.
SUBJECT: Funding Approval

The Department of Enterprise Services, E&AS, requires funding approval for the above referenced contract document(s). The amount required is as follows:

Design & Implementation of Energy Conservation Measures	\$ 77,822.00
First Year Measurement & Verification	\$ 0.00
Years 2 and 3 Measurement & Verification	\$ 0.00
Sales Tax (8.8%) (includes tax on audit & proposal)	\$ 7,156.78
TOTAL	\$ 84,978.78

In accordance with the provisions of RCW 43.88, the signature affixed below certifies to the Facilities Division, Engineering & Architectural Services that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project.

By _____ Date _____
Name / Title

Please sign and return this form to E&AS. If you have any questions, please call me.



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

*1500 Jefferson St. SE, Olympia, WA 98501
 PO Box 41476, Olympia, WA 98504-1476*

August 14, 2015

TO: Danelle MacEwen, City of Olympia

FROM: Eddie Miller, Contract Specialist, (360) 407-9363

RE: Contract No. 2015-114 G (1-1)
 Fire Station No. 1 HVAC Replacement

Ameresco, Inc.

SUBJECT: Funding Approval

The Department of Enterprise Services, E&AS, requires funding approval for the above referenced contract document. The amount required is as follows:

ESCO Contract Amount	\$	233,467.00
Sales Tax (8.8%)	\$	20,545.10
Contingency Amount (with Tax)	\$	<u>12,451.12</u>
Total	\$	266,463.22

In accordance with the provisions of RCW 43.88, the signature affixed below certifies to the Facilities Division, Engineering & Architectural Services that the above identified funds are appropriated, allotted or that funding will be obtained from other sources available to the using client/agency. The using/client agency bears the liability for any issues related to the funding for this project.

By _____ Date _____
 Name / Title

Please sign and return this form to E&AS. If you have any questions, please call me.



City Council

Annual Comprehensive Plan Amendment Schedule for 2016

Agenda Date: 9/15/2015
Agenda Item Number: 4.D
File Number: 15-0844

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

Title

Annual Comprehensive Plan Amendment Schedule for 2016

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to set Monday, November 2, 2015, as deadline for submitting preliminary proposals for Annual Comprehensive Plan Amendments to be considered in 2016 and direct staff to proceed with review schedule generally as outlined in staff report.

Report

Issue:

Washington's Growth Management Act provides that, with only a few specific exceptions, a city's Comprehensive Plan can be amended only once each year. Accordingly, all proposed amendments are to be collected into one review process. To that end, Olympia's code directs that the City Council shall set an annual 'due date' for proposing such amendments. The staff proposes that for 2016 amendments that deadline be 5:00 p.m., Monday, November 2, 2015.

Staff Contact:

Todd Stamm, Principal Planner, Community Planning and Development Department, 360.753.8597

Presenter(s):

None - consent item.

Background and Analysis:

Washington's Growth Management Act provides that a city like Olympia must review and evaluate its Comprehensive Plan about every eight years. Olympia concluded such a 'periodic' review in December of 2014. In addition, the Act provides that cities may, but need not, consider annual Plan amendments. Subject to specific exceptions, the Act provides that any proposed 'annual' amendments must be 'collected' into one annual review with a schedule 'broadly disseminated' to the public. (RCW 36.70A.130)

Chapter 18.59 of the Municipal Code outlines Olympia's Annual Comprehensive Plan Amendment process. Proposed amendments may be submitted at any time. However, so that proposals are collected into an annual set, the code provides that the City Council shall set an annual submittal deadline. This deadline has varied, but most often it has been in the first week of November.

The subsequent review process includes a preliminary review where the City Council decides which proposals should be considered - commonly known as 'screening.' Those not eliminated at the screening step are then analyzed in detail and subject to Planning Commission public hearings, review and recommendations. The full process leading to one collective final decision by the City Council has varied from eight to fifteen months.

In 2015 the Council directed consideration of amendments related to solid waste collection services, local City streets and land uses along Capital Mall Drive. Review of these proposals is expected to conclude at a Council meeting in October or November. In addition the Council directed City staff to begin study of the 'Kaiser-Harrison opportunity area' leading toward a possible Comprehensive Plan amendment in 2016. A consultant has been retained and that study has begun.

To identify other potential Plan amendments for 2016, the staff proposes the schedule outlined below. Note that only the submittal deadline is formally set by the Council. Other dates are approximate and flow from that initial deadline. A more detailed schedule will be established by staff following Council approval of the initial deadline; including coordination with County staff regarding any amendments affecting the Urban Growth Area.

Proposed Annual Comprehensive Plan Amendment Schedule for 2015

- Late September - Public announcement of schedule
- **November 2, 2015** - Deadline for public to submit preliminary proposals (no charge)
- January 2016 - City Council 'screening' review of preliminary proposals, i.e., determination whether City should consider each proposal
- February 2016 - Final specific proposed amendments due (with \$240 fee)
- March & April - City staff analysis and environmental review of proposals
- May to July - Planning Commission review and public hearings
- August and later - Council review and decisions

At minimum, public announcement of the due-date and the schedule in general will include posting on the City website, notice to the news media, and notice mailed directly to agency staff, neighborhood associations, and parties known to City planning staff to be considering proposals.

Neighborhood/Community Interests (if known):

To date, no specific proposals are anticipated. Public interest will depend on specific proposals.

Options:

1. Set November 2, 2015, as due-date for annual Comprehensive Plan amendment proposals to be considered in 2016.
2. Set alternative date as deadline for submitting such proposals.
3. Decline to consider Plan amendment proposals in 2016.

Financial Impact:

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

No impact - processing annual plan amendments is part of standard Community Planning and Development budget.



City Council

Approval of Appropriations Ordinance in the Amount of \$100,000 Transferring Funds From the General Fund Balance to the HUD Fund

Agenda Date: 9/15/2015
Agenda Item Number: 4.E
File Number: 15-0801

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

Title

Approval of Appropriations Ordinance in the Amount of \$100,000 Transferring Funds From the General Fund Balance to the HUD Fund

Recommended Action

Finance Committee Recommendation:

Move to approve an Appropriations Ordinance in the amount of \$100,000 transferring funds from the General Fund's fund balance to the HUD Fund.

City Manager Recommendation:

Move to pass an Ordinance appropriating \$100,000 from the General Fund's fund balance to the HUD Fund on second reading.

Report

Issue:

Determine whether or not to approve an Ordinance appropriating \$100,000 from the General Fund's fund balance to assist the HUD Fund with cash flow needs.

Staff Contact:

Stacie Tellers, Senior Accountant, Administrative Services, 360.753.8599
Dean Walz, Finance Director, Administrative Services, 360.753.8465

Presenter(s):

None - consent calendar item.

Background and Analysis:

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

Fund 107 - Housing and Urban Development (HUD) Fund

Fund 107 uses HUD-related program income: income received from housing rehabilitation loan repayments and interest for these loans; the proceeds from the HUD Community Development Block Grant (CDBG); Section 108 Loan proceeds; and other funds as appropriate or designated by the City

Council for approved projects. These funds may be used for any legal purpose as authorized by the City Council, subject to the authorization from the Federal Department of Housing and Urban Development (HUD).

HUD requires the City to use program income on eligible project expenses prior to the receipt of CDBG funding; in addition, HUD requires that the City request Section 108 Loan draws after payment of eligible expenses.

The City spends program income first which may result in a timing issue for cash availability in the HUD Fund. The General Fund Balance could transfer \$100,000 to the HUD Fund to address the cash flow issue. The funding would return to the General Fund should the HUD Fund be discontinued, and unless authorized by Council the funds would not be spent on CDBG related projects.

The Finance Committee considered this issued at its August 12, 2015 meeting, directed staff to prepare an ordinance and recommended the Council approve the ordinance.

Neighborhood/Community Interests (if known):

None, this is an administrative amendment.

Options:

1. Move to approve an Ordinance appropriating \$100,000 from the General Fund's fund balance to the HUD Fund, therefore addressing the cash flow issue in the Fund.
2. Do not approve the appropriation Ordinance in the amount of \$100,000 from the General Fund Balance to the HUD Fund, therefore continuing the cash flow issue in the Fund.

Financial Impact:

This recommendation would authorize the transfer of funds from the General Fund's fund balance to the HUD Fund to avoid any possible negative cash flow issues.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE 2015 BUDGET, APPROPRIATING \$100,000 FROM THE GENERAL FUND BALANCE TO THE HOUSING AND URBAN DEVELOPMENT FUND 107.

WHEREAS, the Housing and Urban Development (HUD) Fund 107 utilizes HUD related program income; i.e., income received from housing rehabilitation loan repayments and interest for these loans, the proceeds from the HUD Community Development Block Grant (CDBG), Section 108 Loan proceeds, and other funds as appropriate or designated by the City Council for approved projects; and

WHEREAS, HUD requires that the City use program income on eligible project expenses prior to the receipt of CDBG funding; in addition, HUD requires that the City request Section 108 Loan draws after payment of eligible expenses; and

WHEREAS, the City spends program income first, which may result in a timing issue of cash availability in the HUD Fund; and

WHEREAS, there is General Fund Balance in excess of the fund balance reserve requirement, of which \$100,000 (the Funding) could be used to address the cash flow issue with the HUD Fund; and

WHEREAS, the Funding, or any funds remaining therefrom, shall be transferred back to the General Fund should the HUD Fund be discontinued, and unless authorized by Council, the funds would not be spent on CDBG related projects; and

WHEREAS, the Finance Committee considered this issue at its August 12, 2015, meeting and recommended that an ordinance be prepared for consideration by the City Council;

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

Section 1. Appropriation. The following appropriations are hereby made:

GENERAL FUND

Resources:	Fund Balance	\$ 100,000
	TOTAL RESOURCES	\$ 100,000
Appropriations:	Transfer to HUD Fund (107)	\$ 100,000
	TOTAL APPROPRIATIONS	\$ 100,000

Section 2. Transfer of Funds.

- A. The Director of Administrative Services is hereby authorized to transfer \$100,000 from the General Fund Balance to HUD Fund 107.
- B. The Director of Administrative Services is further authorized to transfer \$100,000, or any funds remaining therefrom, from HUD Fund 107 to the General Fund Balance should HUD Fund 107 be discontinued for any reason. Once transferred back to the General Fund Balance, said funds shall not be used for CDBG related projects unless authorized by the City Council.

Section 3. Severability. The provisions of this Ordinance are declared separate and severable. If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of this Ordinance or application of the provision to other persons or circumstances shall be unaffected.

Section 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:



ASSISTANT CITY ATTORNEY (ACA)

PASSED:

APPROVED:

PUBLISHED:



City Council

Amendment to Ordinance 6963 (Operating Budget)

Agenda Date: 9/15/2015
Agenda Item Number: 4.F
File Number: 15-0868

Type: ordinance **Version:** 1 **Status:** 1st Reading-Consent

Title

Amendment to Ordinance 6963 (Operating Budget)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve amending ordinance on first reading and forward to second reading.

Report

Issue:

Amendment to Ordinance 6963

Staff Contact:

Dean Walz, Fiscal Services Director, Administrative Services Department, 360.753.8465

Presenter(s):

Dean Walz, Fiscal Services Director

Background and Analysis:

To change the budget the Council must approve a new ordinance amending the budget. Generally, budgetary amendments are made quarterly. On occasion a budget change needs to be made between the quarterly updates and a separate ordinance will come before the Council. These ordinances do not officially amend the budget ordinance, but does provide authorization to expend funds. The attached ordinance reflects ordinances which may have been adopted relating to the budget since the last quarterly update, and other proposed changes to the budget.

No ordinances were passed since the adoption of ordinance 6963 relating to the Operating Budget.

Budget Items Not Previously Presented to the Council:

- 1) Appropriation of \$48,292 for payout of unused leave upon retirement of two Fire Department employees assigned to the medic service. Funding is from reimbursements from Medic I.

- 2) Appropriation of \$3,384 for overtime for Fire Department employees for active shooter training on April 1, 2015 at SPSCC. Funding is from a grant from Homeland Security.
- 3) Appropriation of \$21,000 for recreation programs. Participation exceeded original projections. Funding is from additional revenue generated for the programs.
- 4) Appropriation of \$1,350 for the recreation scholarship special account. Funding is from donations exceeding original projections.
- 5) Appropriation of \$272 to the LEOFF 1 long-term-care special account. Funds in this account were transferred to the new LEOFF Post-Employment Benefits Fund created earlier this year by the council. The budget in the account was \$272 less than funds to be transferred. This appropriation provides the authority to transfer the \$272.
- 6) Appropriation of \$150,000 within the Information Services special account for system development for the acquisition of engineering project management software. Funding is provided from existing funds within the Engineering section budget.
- 7) Appropriation of \$14,000 for interest expense for the DOE State Avenue Stormwater Loan for 2015. At the time of development of the 2015 budget the exact amount of loan interest for 2015 was not finalized.

Neighborhood/Community Interests (if known):

None noted.

Options:

- 1) Approve ordinance amending ordinance 6963.
- 2) Do not approve the amending ordinance. The budget items not previously presented to the council would not be authorized.

Financial Impact:

Total increase appropriations by \$238,298. Funding for these appropriations are noted above.

Ordinance No.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO BUDGETS, FINANCE, AND SALARIES, AND AMENDING ORDINANCE NO. 6963.

WHEREAS, the Olympia City Council held a public hearing on the preliminary budget on November 18, 2014, as required by law, and considered the public testimony presented; and

WHEREAS, the City Council passed Ordinance No. 6947 relating to budgets, finance and salaries on December 16, 2014; and

WHEREAS, updates are required throughout the year to recognize changes to budgets, finance and salaries; and

WHEREAS, the City Council amended Ordinance No. 6947 on April 14, 2015, by passage of Ordinance No. 6957; and

WHEREAS, the City Council amended Ordinance No. 6957 on June 16, 2015, by passage of Ordinance No. 6963; and

WHEREAS, the amendments contained in this Ordinance need to be made to Ordinance No. 6963;

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

Section 1. 2015 Budget. The budget for the calendar year 2015 is hereby adopted in the amounts and for the purposes as shown below; and the following sums, or so much thereof as shall severally be found necessary, are hereby appropriated out of any of the monies in the several funds in the City Treasury hereinafter named.

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
General, Regular Operations	\$2,088,336	\$65,755,638 \$65,828,314	\$67,843,974 \$67,916,650	
General, Special Sub-Funds				
Special Accounts	343,123 343,395	1,373,502 1,524,852	1,716,625 1,868,247	
Washington Center	5,000	258,988	263,988	
Municipal Arts	21,100	50,000	71,100	
Equip & Facilities Reserve	967,880	1,510,105	2,477,985	
Total General Fund	3,425,439 3,425,711	68,948,233 69,172,259	72,373,672 72,597,970	-
4 th /5 th Avenue Corridor Bridge Loan		561,450	561,450	
LTGO Bond Fund - 2006 Parks		1,196,000	1,196,000	

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
UTGO Bond Fund – 2009 Fire	3,621	1,191,510	1,195,131	-
City Hall Debt Fund – 2009	-	2,422,622	2,421,718	904
2010 LTGO Bond – Street Projects	4	436,009	436,013	
L.O.C.A.L. Debt Fund – 2010	-	178,283	178,282	1
2010B LTGO Bonds - HOVM		413,688	413,688	
2013 LTGO Bond Fund		674,725	674,725	
Water Utility O&M	61,558	11,630,610	11,692,168	
Sewer Utility O&M	-	18,047,323	18,047,323	
Solid Waste Utility	186,112	10,008,528	10,194,640	
Storm Water Utility	78,821	4,741,910	4,820,731	
Water/Sewer Bonds		2,042,632	2,019,257	23,375
Stormwater Debt Service	<u>14,000</u>	83,262	83,262 <u>97,262</u>	
Equipment Rental	-	1,686,365	1,672,188	14,177
TOTALS	\$3,755,555 <u>\$3,769,827</u>	\$124,263,150 <u>\$124,487,176</u>	\$127,980,248 <u>\$128,218,546</u>	\$38,457

Section 2. Administration. The City Manager shall administer the budget, and in doing so may authorize adjustments within the funds set forth in Section 1 above, to the extent that such adjustments are consistent with the budget approved in Section 1.

Section 3. Salaries and Compensation. The salaries and compensation for the City of Olympia employees for the calendar year 2015 shall be as set forth in the "Supplementary Information" section of the 2015 Adopted Operating Budget document, or as the same may be amended by the City Manager as part of his administration of the budget pursuant to Section 2 above.

Section 4. Benefit Cost Sharing. The City Manager is authorized to modify and establish benefit cost sharing for City employees; and such programs may be based, in part, on an employee's start date with the City.

Section 5. Severability. The provisions of this Ordinance are declared separate and severable. If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of this Ordinance or application of the provision to other persons or circumstances shall be unaffected.

Section 6. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 7. Effective Date. This Ordinance shall take effect five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



ASSISTANT CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Amendment to Ordinance 6965 (Special Funds)

Agenda Date: 9/15/2015
Agenda Item Number: 4.G
File Number: 15-0869

Type: ordinance **Version:** 1 **Status:** 1st Reading-Consent

Title

Amendment to Ordinance 6965 (Special Funds)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve amending ordinance on first reading and forward to second reading.

Report

Issue:

Amendment to Ordinance 6965

Staff Contact:

Dean Walz, Fiscal Services Director, Administrative Services Department, 360.753.8465

Presenter(s):

Dean Walz, Fiscal Services Director

Background and Analysis:

To change the budget the Council must approve a new ordinance amending the budget. Generally, budgetary amendments are made quarterly. On occasion a budget change needs to be made between the quarterly updates and a separate ordinance will come before the council. These ordinances do not officially amend the budget ordinance, but does provide authorization to expend funds. The attached ordinance reflects ordinances which may have been adopted relating to the budget since the last quarterly update, and other proposed changes to the budget.

One ordinance was passed since the adoption of Ordinance 6965 related to the Special Funds Budget.

Ordinance 6962 passed on June 9, 2015. The ordinance appropriated \$150,000 of The Washington Center Endowment Fund for operation needs of the Washington Center and \$200,000 for a development position. Funding was from the fund balance of The Washington Center Endowment Fund.

Budget Item Not Previously Presented to the Council:

- 1) Appropriation of \$245,000 of program income of the HUD Fund. Funding is from loan repayments.
- 2) Appropriation of \$20,000 for exterior painting at the Farmers Market. Funding is from the Farmers Market Fund, fund balance (prior payments to the Fund from the Farmers Market association).
- 3) Appropriation of \$960,000 for the purchase of 3 front-loader Waste ReSource vehicles by fleet equipment replacement fund. These vehicles were originally schedule for replacement in 2016. Due to order lead time, ordering them now will allow for the vehicles to be in service by May 2016. Funding is from fund balance of the replacement fund (previous rent payments).

Neighborhood/Community Interests (if known):

None noted.

Options:

- 1) Approve ordinance amending ordinance 6965.
- 2) Do not approve the amending ordinance. The budget items would not be authorized.

Financial Impact:

Total increase in appropriations is \$1,575,000. The sources of funding for these appropriations are noted above.

Ordinance No.

AN ORDINANCE OF THE THE CITY OF OLYMPIA, WASHINGTON, APPROPRIATING FUNDS WITHIN VARIOUS SPECIAL FUNDS, AND AMENDING ORDINANCE NO. 6965.

WHEREAS, the Olympia City Council passed Ordinance No. 6944 on December 16, 2014, appropriating funds within various special funds; and

WHEREAS, the City Council amended Ordinance No. 6944 on June 16, 2015, by the passage of Ordinance No. 6965; and

WHEREAS, the amendments contained in this Ordinance need to be made to Ordinance No. 6965;

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

Section 1. The following appropriations are hereby made:

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
CDBG Loan Repayment Fund	\$36,000	\$70,000 <u>\$315,000</u>	\$106,000 <u>\$351,000</u>	
Housing Urban Development Fund		790,375	790,375	
Lodging Tax Fund		525,000	501,664	\$23,336
Parks & Recreational Sidewalk Utility Tax Fund		728,944	728,944	
Parking Business Improvement Area Fund	10,000	100,000	110,000	
Farmers Market Repair & Replacement Fund	10,000 <u>30,000</u>		10,000 <u>30,000</u>	
Hands On Children's Museum	42,468	385,165	427,633	
Equipment Rental Replacement Reserve Fund	<u>960,000</u>	1,428,800	1,076,646 <u>2,036,646</u>	352,154
Unemployment Compensation Fund	7,200	190,300	197,500	
Insurance Trust Fund	86,720	1,478,280	1,565,000	
Workers Compensation Fund	317,500	1,448,000	1,765,500	
Washington Center Endowment Fund	<u>350,000</u>	5,347	5,347 <u>355,347</u>	
TOTALS	\$509,888 <u>\$1,839,888</u>	\$7,150,211 <u>\$7,395,211</u>	\$7,284,609 <u>8,859,609</u>	\$375,490

Section 2. Severability. The provisions of this Ordinance are declared separate and severable. If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of this Ordinance or application of the provision to other persons or circumstances, shall be unaffected.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 4. Effective Date. This Ordinance shall take effect five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



ASSISTANT CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Amendment to Ordinance 6964 (Capital Budget)

Agenda Date: 9/15/2015
Agenda Item Number: 4.H
File Number: 15-0870

Type: ordinance **Version:** 1 **Status:** 1st Reading-Consent

Title

Amendment to Ordinance 6964 (Capital Budget)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve amending ordinance on first reading and forward to second reading.

Report

Issue:

Amendment to Ordinance 6964

Staff Contact:

Dean Walz, Fiscal Services Director, Administrative Services Department, 360.753.8465

Presenter(s):

Dean Walz, Fiscal Services Director

Background and Analysis:

To change the budget the Council must approve a new ordinance amending the budget. Generally, budgetary amendments are made quarterly. On occasion a budget change needs to be made between the quarterly updates and a separate ordinance will come before the Council. These ordinances do not officially amend the budget ordinance, but does provide authorization to expend funds. The attached ordinance reflects ordinances which may have been adopted relating to the budget since the last quarterly update, and other proposed changes to the budget.

There were no ordinances passed since the adoption of Ordinance 6964 related to the Capital Budget.

Budget Items Not Previously Presented to the Council:

- 1) Appropriation of \$12,800 for the State Avenue Overlay project for safety improvements.

Funding is from additional resources made available for the project, \$7,800 from contributions from property owners and \$5,000 from the City Risk Management Fund.

- 2) Transfer of \$75,000 from the 18th Avenue project for a transportation multimodal concurrency study. There is no overall increase in budget.
- 3) Appropriation of \$150,000 for the first payment of the purchase of the Kaiser Heights (Wonderland Holdings) property. Funding is from a transfer from the Open Space Impact Fees Fund.
- 4) Appropriation of \$150,000 of Open Space Impact Fees to fund the purchase of the Kaiser Heights property. Funding is from previously collecting Open Space impact fees.

Neighborhood/Community Interests (if known):

None noted.

Options:

- 1) Approve ordinance amending ordinance 6964.
- 2) Do not approve the amending ordinance or re-allocation of budget. The budget items would not be authorized.

Financial Impact:

Total increase in appropriations \$312,800. The sources of funding of these appropriations are noted above.

Ordinance No.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE CAPITAL FACILITIES PLAN FOR THE YEARS 2015-2020, AND AMENDING ORDINANCE NO. 6964.

WHEREAS, the Olympia City Council adopted the "Capital Facilities Plan," herein referred to as the "CFP," for the fiscal years 2015 through 2020 by passing Ordinance No. 6946 on December 16, 2014; and

WHEREAS, the CFP is periodically amended to recognize additional revenue and/or appropriations, as provided for in RCW 36.70A.130(2)(a)(iv); and

WHEREAS, the City Council amended Ordinance No. 6946 on April 14, 2015, by passage of Ordinance No. 6958; and

WHEREAS, the City Council amended Ordinance No. 6958 on June 16, 2015, by passage of Ordinance No. 6964; and

WHEREAS, the amendments contained in this Ordinance need to be made to Ordinance No. 6964;

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

Section 1. That certain document entitled the "Capital Facilities Plan," covering the years 2015 through 2020, a copy of which will be on file with the Office of the Director of Administrative Services and available on the City's web site, is hereby adopted as the Capital Facilities Plan for the City of Olympia and is incorporated herein as though fully set forth.

Section 2. Upon appropriation by the City Council of funds therefor, the City Manager shall be authorized to prepare plans and specifications, to take bids, and to make expenditures for the projects set forth in the CFP during the year for which said projects are scheduled; provided, however, that any award of bids and execution of contracts for construction shall be approved as provided in OMC Chapter 3.16.

Section 3. It is anticipated that the funding source and the construction schedule for projects identified in the CFP may be changed over the next year. Such changes shall not constitute an amendment to the Comprehensive Plan for purposes of RCW 36.70A.130.

Section 4. The Director of Administrative Services is hereby authorized to bring forward into fiscal year 2015 all appropriations and allocations not otherwise closed, completed, or deleted from prior fiscal years' capital budgets.

Section 5. The following appropriations are hereby made:

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
Impact Fee Fund	\$1,507,513 <u>\$1,657,513</u>	-	\$1,507,513 <u>\$1,657,513</u>	
SEPA Mitigation Fee Fund	447,438	-	447,438	
Parks & Recreational Sidewalk, Utility Tax Fund	211,124	\$2,553,276	2,764,400	

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
Real Estate Excise Tax Fund	230,000	1,125,000	1,355,000	
Capital Improvement Fund	224,300	8,337,562 <u>8,500,362</u>	8,561,862 <u>8,724,662</u>	
City Hall Construction Fund	250,000		250,000	
Fire Equipment Reserve Fund		450,000	450,000	
Water CIP Fund	1,100,000	2,505,500	3,605,500	
Sewer CIP Fund	602,400	741,300	1,343,700	
Storm Water CIP Fund		1,129,200	1,129,200	
TOTALS	<u>\$4,572,775</u> <u>\$4,722,775</u>	<u>\$16,841,838</u> <u>\$17,004,638</u>	<u>\$21,414,613</u> <u>\$21,727,413</u>	\$0

Section 6. Severability. The provisions of this Ordinance are declared separate and severable. If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of this Ordinance or application of the provision to other persons or circumstances, shall be unaffected.

Section 7. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 8. Effective Date. This Ordinance shall take effect five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



ASSISTANT CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Development Agreement with Fortis Development, LLC

Agenda Date: 9/15/2015
Agenda Item Number: 5.A
File Number: 15-0854

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

Title

Development Agreement with Fortis Development, LLC

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Conduct public hearing. After closing the public hearing, move to adopt the attached Resolution approving a Development Agreement with Fortis Development LLC for demolition of existing buildings and future development known as Martin Way Residential.

Report

Issue:

Should the City Council approve the development agreement with Fortis Development, LLC?

Staff Contact:

Leonard Bauer, Deputy Director, Community Planning and Development, 360.753.8206

Presenter(s):

Leonard Bauer, Deputy Director, Community Planning and Development

Background and Analysis:

This development agreement is requested by City staff in accordance with Chapter 18.53 of the Olympia Municipal Code. Staff from the Departments of Community Planning and Development and Public Works have worked with Fortis Development and the City Attorney's office to draft the proposed development agreement (attached).

The development agreement is for two tax parcels located at 3333 Martin Way East (site of the former Bailey's Inn). The development agreement provides for demolition of all buildings on the site within 90 days after execution of the agreement. In the future, it also provides for Fortis Development to apply for development permits for a multi-use, residential/commercial project to be constructed in two phases. The agreement specifies the existing City development standards that will apply to each phase of development, including frontage improvements along Martin Way (e.g., curbs, street trees,

street lights, sidewalks). Improvements will be constructed along the entire length of both parcels during construction of Phase 1 of the development project - permanent improvements along Phase 1 frontage and temporary improvements along Phase 2 frontage. The temporary improvements will be replaced with permanent improvements when Phase 2 of the project is constructed.

This public hearing and decision are on the terms of a development agreement with Fortis Development for the subject property. This Public Hearing is not a hearing or decision on the proposed development itself. Consideration of proposed development on the property will occur in the future as part of the review of permit applications after they are received by the City.

Legal Requirements for Development Agreements

Chapter 36.70B.170 of the Revised Code of Washington authorizes cities to enter into a written development agreement with a property owner. The City of Olympia's procedures for development agreements are contained in Chapter 18.53 of the Olympia Municipal Code (OMC).

Following is a brief summary of those procedures as they relate to the development agreement with Fortis Development, LLC:

- The City Council is the authority to make a final decision on a development agreement.
- The City Council must hold a public hearing on the development agreement. Notice was provided for tonight's hearing consistent with the City's public notice requirements (OMC 18.78.040).
- A development agreement must be heard by the City Council prior to consideration of any related project application.
- A development agreement may address the development standards and other provisions that apply to the proposed development and vest to the development, the time frame of the agreement, and any mitigation measures to address potential impacts of the agreement. The attached development agreement would not change any existing city regulations as they would apply to the development, but would ensure that current regulations apply to all phases of the development. The agreement includes exceptions for future state or federal regulations that may supersede the city's authority, and for new regulations addressing threats to public health and safety. The term of the draft agreement is ten years.
- Development agreements are recorded with Thurston County and remain in force and applicable to the property according to the terms of the agreement, even if the property is sold or transferred to another party.

Neighborhood/Community Interests (if known):

There has been significant interest from neighboring property owners and city-wide regarding on-going code enforcement issues on this property, as well as several incidents that have been responded to by City police and fire departments.

Options:

Following the close of the public hearing:

1. Approve the attached resolution approving the development agreement.
2. Do not approve the resolution.
3. Continue consideration of the resolution until a future Council meeting.

Financial Impact:
None.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF OLYMPIA
AND FORTIS DEVELOPMENT LLC, FOR THE DEVELOPMENT OF CERTAIN PROPERTY**

THIS DEVELOPMENT AGREEMENT is effective as of the date of the last authorizing signature affixed hereto. The parties to this Agreement are the City of Olympia, Washington municipal corporation, hereinafter the "City," and Fortis Development, a limited liability company organized under the laws of the State of Washington, hereinafter "Developer."

RECITALS

1. The Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction pursuant to RCW 36.70B.170(1).

2. A development agreement made pursuant to that authority must set forth the development standards and other provisions that shall apply to, govern, and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement.

3. The City and the Developer recognize development agreements must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW.

4. This Development Agreement, hereinafter the "Development Agreement"), which will be by and between the City of Olympia and the Developer, (relates to the development known as Martin Way Residential, which consists of two tax parcels located at 3333 Martin Way East (hereinafter the "Property").

Now, therefore, the parties hereto agree as follows:

General Provisions

Section 1: The Project. The Project is the development and use of the Property, consisting of approximately 6.71 acres (tax parcels 41700100000 and 41700100001) in the City of Olympia. The proposal describes the Project as a multi-use, residential/commercial project. It is anticipated that the Developer will be seeking

approval of a land use development application and associated building and other permits upon execution of this development agreement.

Section 2: *The Subject Property.* The Project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3: *Definitions.* As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

“Adopting Ordinance” means the Ordinance which approves this Development Agreement, pursuant to RCW 36.70B.200.

“Certificate of occupancy” means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.

“Council” means the duly elected legislative body governing the City of Olympia.

“Director” means the City’s Community Planning and Development Director.

“Effective Date” means the effective date of the Adopting Ordinance.

“EDDS” means the Engineering Design and Development Standards” adopted by the City of Olympia. See OMC 12.02.020.

“Existing Land Use Regulations” means the ordinances adopted by the City Council of Olympia in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards, and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City’s Official Zoning Map and development standards, SEPA, Concurrency Ordinance, the EDDS, and all other ordinances, codes, rules, and regulations of the City establishing standards in relation to the development of the subject property; and the division of land, whether through the subdivision process, the binding site plan process, or otherwise. This does not include any building or fire code that is state-mandated (See RCW 19.27.031); any other regulations resulting from superseding state or federal law; impact fees, mitigation fees, or any other fees or charges, except as specifically described in this agreement.

“Landowner” is the party who has acquired any portion of the Subject Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. The “Developer” is Fortis Development, LLC.

“Project” means the anticipated development of the Subject Property, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

Section 4: *Exhibits.* Exhibits to this Agreement are as follows:

Exhibit A – Legal description of the Subject Property.

Exhibit B – Illustration showing Development Phases, including design of improvements consistent with current requirements of the City. This development agreement does not certify or pre-approve exhibit B as a binding site plan or for any other land use review or permits.

Exhibits C through G – Drawings showing cross-sections of improvements to the Martin Way East right of way adjacent to the Project, which will be constructed by the Developer as described in this development agreement and conveyed to the City.

Section 5: *Parties to Development Agreement.* The parties to this Agreement are:

The “City” is the City of Olympia, the mailing address of which is P. O. Box 1967, Olympia, Washington 98507-1967.

As indicated above, the “Developer” or Owner is a private enterprise which owns the Subject Property, and whose mailing address is 211 Dexter Avenue North, Seattle, WA 98109.

The “Landowner.” From time to time, as provided in this Agreement, the Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property.

Section 6: *Project is a Private Undertaking.* It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 7: *Term of Agreement.* This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement, and shall continue in force for a period of 10 years, unless extended or terminated as provided herein. Following the expiration of the term or any extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

Section 8: *Vested Rights of Developer.* During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Subject Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer under the existing land use regulations and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the Exhibits hereto, or as expressly consented thereto by the Developer. This does not include any building or fire code that is state-mandated (See RCW 19.27.031); any other regulations resulting from superseding state or federal law impact fees; mitigation fees, or any other fees or charges, except as specifically described in this agreement.

Section 9: *Permitted Uses, Development Standards, & Phasing.*

9.1 Whether developed in one phase or a series of phases as anticipated by Section 13, the following uses and standards shall be those in effect as of the date of this Agreement, whether set forth in this Agreement, or in the permits and approvals, if any, identified herein, and all exhibits incorporated herein: (a) the permitted uses, (b) the density and intensity of use, (c) the maximum height and size of proposed buildings, (d) provisions for reservation and dedication of land, (e) as noted above, the existing Land Use Regulations relating to among other items, the construction, installation and extension of public improvements, (f) the EDDS, (g) critical areas regulations, and (h) development guidelines and standards for and applicable to the development of the Subject Property. This does not include any building or fire code that is state-mandated (See RCW 19.27.031); any other regulations resulting from superseding state or federal law impact fees; mitigation fees, or any other fees or charges, except as specifically described in this agreement.

9.2 It is the intent of this Agreement that the Developer shall submit application to the City for a Boundary Line Adjustment (BLA) to segregate Phase 1 and Phase 2 as shown in Exhibit B. The BLA application will be reviewed by the City in accordance with the provisions of the City's code and under the existing Land Use Regulations.

Section 10: *Modifications.* Any modifications from the approved permits or the exhibits attached hereto requested by Developer may be approved in accordance with the provisions of the City's code and under the existing Land Use Regulations, and shall not require an amendment to this Agreement.

Section 11: *Financing of Public Facilities.*

Developer acknowledges and agrees that it shall participate in the funding of its pro-rata share of the costs of public improvements in accordance with the city code and under the existing Land Use Regulations.

Section 12: *Land Use Fees and Impact Fees.*

12.1 Land use fees and impact fees adopted by the City by ordinance as of the Effective Date of this Agreement may be increased by the City, and applicable to permits and approvals for the Subject Property, as long as such fees apply to similar applications and projects in the City. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in the Olympia Municipal Code.

12.2 Notwithstanding the provisions of Section 12.1, the following credits shall be applied by the City in calculating transportation impact fees, general facility charges, and capacity development charges applicable to permits and approvals on the Subject Property received by the City during the term of this agreement. The following credits are calculated based on impacts of previously existing development on the Subject Property prior to demolition accomplished according to Section 14 of this agreement:

- a. Transportation Impact Fees – future development permits and approvals on the Subject Property shall be credited with 975 daily vehicle trips or 77 p.m. peak hour vehicle trips.
- b. General Facilities Charges and Capacity Development Charges - future development permits and approvals on the Subject Property shall be credited with 48.237 Equivalent Residential Units for sanitary sewer service, and 1.5-inch water meter capacity for potable water service.

12.3 During the term of this agreement, the credits defined in Section 12.2 shall be applied by the City first to future development permits and approvals on Phase 1. Any remaining portion of the credits that are not applied to Phase 1 shall be applied to Phase 2. The credits defined in Section 12.2 shall expire upon termination of this agreement, and are not applicable to any future development permit applications received by the City after termination of this agreement.

Section 13: *Phasing of Development.* The parties acknowledge that, because the Development will be phased, certain improvements associated with the Project must be available to all phases of the Project, in order to address health, safety and welfare of the residents. Therefore, the parties agree that the improvements associated with the Project shall be constructed and developed according to this Agreement and as set forth in its Exhibits.

Section 14: *Demolition of Existing Buildings.* Prior to or immediately following the effective date of this agreement, the Developer will submit a permit application for demolition of all existing buildings on both Phase 1 and Phase 2 of the site. All buildings shall be demolished within 90 days of the effective date of this agreement.

Section 15: *Dedication and Improvement of Public Lands.* The Developer shall dedicate all public lands required in the permits/approvals. Rights-Of-Way shall be improved and dedicated to the City as required in the permits/approvals for each phase of the development, as follows:

Phase 1 :

- Provide full frontage improvements on Martin Way across Phase 1 as required by the EDDS to include a 5-lane arterial cross-section consistent with Olympia Standard Plan 4-2B, which includes widening the existing 4-lane section to 5 lanes, two-way left-turn lane, curb, 10 foot planter strip with street trees, 8 foot sidewalk and street lighting.
- The Martin Way frontage west of Phase 1 and adjacent to the wetland will be designed to a 4-lane arterial cross-section per EDDS Standard Plan 4-2B. As part of its land use development application, the developer will submit a request to the City Engineer consistent with Page 1 of Exhibits C and D for deviation from the full frontage requirements to avoid impacts to the adjacent wetlands. Such deviation approval may include reducing or eliminating the planter strip if it is demonstrated that the sidewalk and planter strip cannot fit within the existing fill-section prism and mitigating street lighting if wetland impacts are identified.

The frontage improvement design will account for a lane transition to a future westbound left-turn lane (5-lane section) on Martin Way at Ensign Road.

- Construct a temporary sidewalk across the Phase 2 frontage linking Phase 1 sidewalk to the existing sidewalk to the east as shown in Exhibit G. The temporary sidewalk shall be 8 feet wide and shall be separated from the travel lanes (including a 5-foot bicycle lane) by a temporary curb reveal as shown in Exhibit G.
- There will be one vehicular driveway access from Martin Way for Phase 1. All other vehicular driveway access points from Martin Way, including those currently accessing the Phase 2 lot, will be closed permanently.

Phase 2

- Construct full frontage improvements across Phase 2 frontage east of Phase 1 as shown on Page 2 of Exhibit F. Phase 2 shall be consistent with Phase 1 improvements (5-lane arterial).
- Extend Stoll Road to Martin Way and construct as a 2-lane Major Commercial Collector per Olympia Standard Plan 4-2E with bulb-outs at the intersection of Martin Way and Stoll Road.
- The westbound approach on Martin Way to Stoll Road extended will be striped with a left-turn lane (5-lane section). Martin Way will be re-striped east of Stoll Road to accommodate a minimum 100-foot left-turn pocket and appropriate taper lengths that transition for a four to five-lane section.
- The developer may submit a request to the City Engineer for a deviation from these standards at the time of submittal of a land use application for Phase 2 land development.

Other Requirements

- No certificate of occupancy shall be issued for any building until all frontage improvements are installed by the developer in accordance with this Development Agreement and accepted by the City. Issuance of a certificate of occupancy for any building and/or improvements to the property during Phase 1 shall not rely upon the undertaking or completion of Phase 2 frontage improvements.

Section 16: Default. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Olympia Municipal Code or state law for violations of this Development Agreement and the Code.

Section 17: Waiver of Local Improvement District (LID). Developer, property owner and all of their successors, heirs, or assigns of any type or character to the property waive objection, waive protest and agree to support the imposition on all or part of the property subject to this agreement to construct the improvements listed in this agreement including frontage improvements and extension of Stoll Road if the public improvements are not constructed as set forth in this agreement. This section survives the term of this agreement and is perpetual.

After full completion of the public improvements and applicable bonds, the Public Works Director or designee is authorized to acknowledge that the public improvements have been fully constructed and have satisfactorily survived the time required by applicable bonds and therefore this waiver of LID in section 17 is prospectively no longer in effect after the acknowledgment by the Public Works Director.

Section 18. Termination. This Agreement shall expire and/or terminate as provided below:

18.1. This Agreement shall expire and be of no further force and effect if the development contemplated in this Agreement and all of the permits and/or approvals issued by the City for such development are not substantially underway prior to

expiration of such permits and/or approvals. Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City for any development.

18.2. This Agreement shall expire and be of no further force and effect if the Developer does not construct the Project substantially as contemplated by the design documents identified in this Agreement, and submits applications for development of the Property that are inconsistent with such permits, approvals and with this agreement.

18.3. This Agreement shall terminate upon the expiration of the term identified in Section 7 or when the Subject Property has been fully developed, whichever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated.

18.4. If not earlier terminated, it shall terminate as provided upon the passage of the time periods set forth in Section 7.

Section 19: *Effect upon Termination on Developer Obligations.* Termination of this Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

Section 20: *Effects of Termination on City.* Upon any termination of this Agreement as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination.

Section 21: *Assignment and Assumption.* The Developer shall have the right to sell, assign, or transfer this Agreement with all their rights, title, and interests therein to any person, firm or corporation at any time during the term of this Agreement.

Section 22: *Covenants Running with the Land.* The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

Section 23: *Amendment to Agreement; Effect of Agreement on Future Actions.*

23.1. This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement.

23.2. Nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Subject Property during term of this agreement to the extent required by a serious threat to public health and safety, or as a result of superseding state or federal law.

23.3. So long as mutually agreed upon, nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Subject Property upon bases other than those set out in 23.2. In the absence of such mutual agreement by the Parties, any such amendment may not become effective earlier than the termination date of this agreement.

Section 24: *Releases.* Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 25: *Notices.* Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Manager and the Director of Community Planning and

Development. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 26: *Applicable Law and Attorneys' Fees.* This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue for any action shall lie in Thurston Superior Court or the U.S. District Court for Western Washington.

Section 27: *Third Party Legal Challenge.* In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City and the Developer will each bear their own cost of defense and all expenses incurred in the defense of such actions, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation.

Section 28: *Specific Performance.* The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

Section 29: *Severability.* If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

FORTIS DEVELOPMENT:

By _____ Date _____
Mario Lee, Managing Member

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On the ____ day of _____ 2015, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MARIO LEE, to me known to be the Managing Member of Fortis Development, LLC, a Washington limited liability corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

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

CITY OF OLYMPIA:

By _____ Date _____
Stephen H. Buxbaum, Mayor

ATTEST:

By _____
Jane Kirkemo, City Clerk

APPROVED AS TO FORM:

By Darren Nienaber
Darren Nienaber, Deputy City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the ____ day of _____ 2015, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STEPHEN H. BUXBAUM, to me known to be the Mayor of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

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

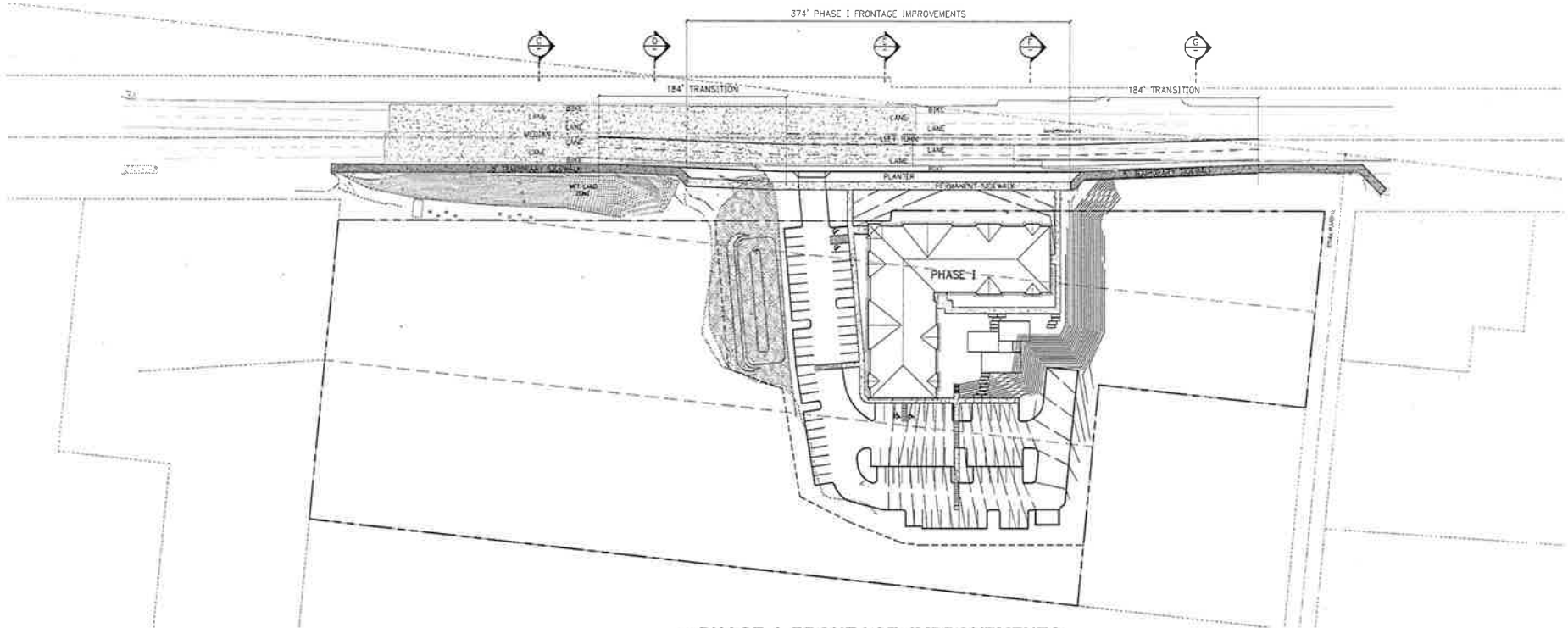
EXHIBIT A

Legal Description

That part of Tracts 1, 2, and 3, College City Berry Tracts, as recorded in Volume 9 of Plats, page 7, lying Southerly of Martin Way as deeded in Instrument recorded January 3, 1934 under Auditor's File No. 254563.



EXCEPT THEREFROM the East 203 feet of Tract 3 and EXCEPT the South 61.163 feet of the East 203 feet of said Tract 2.

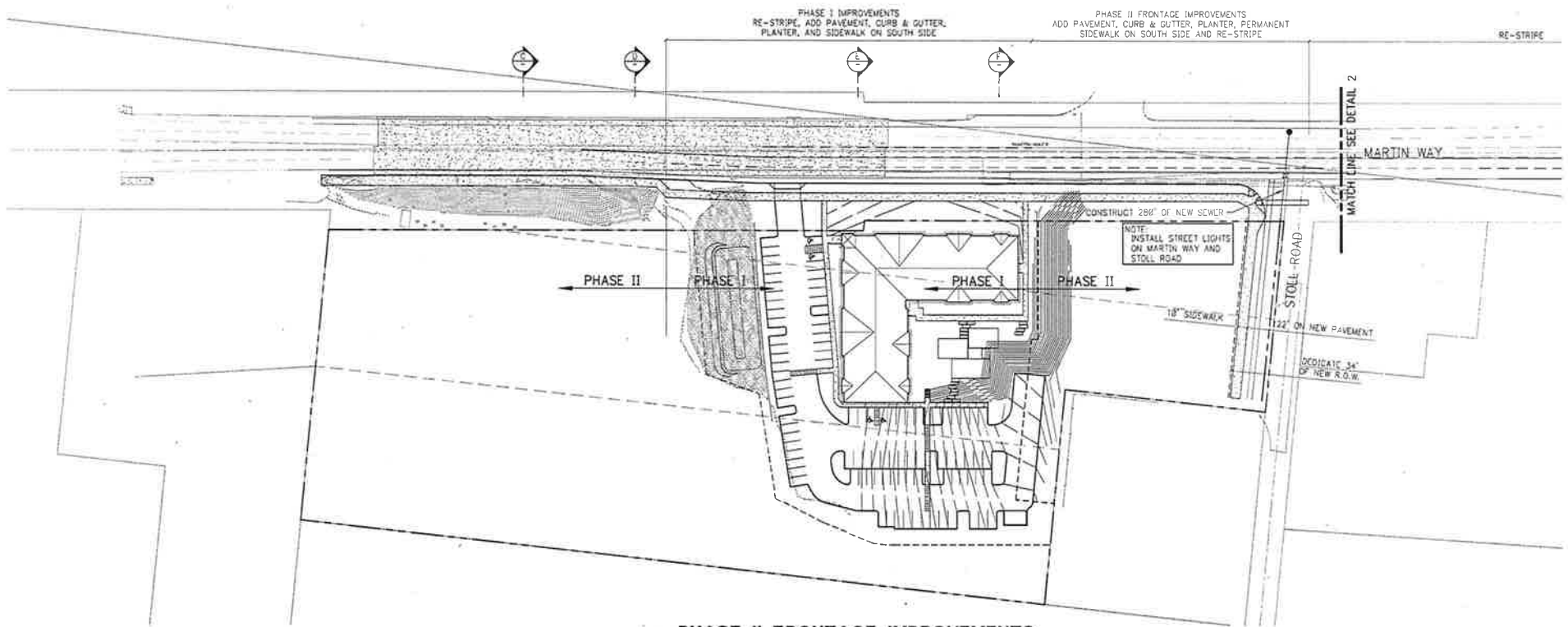
In Thurston County, Washington.



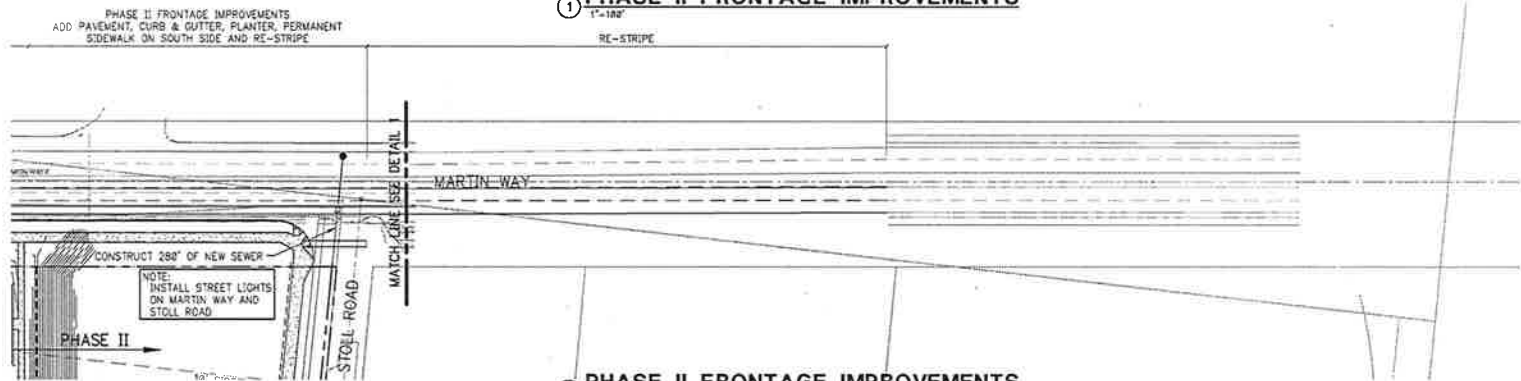
① **PHASE I FRONTAGE IMPROVEMENTS**
1"=100'

LEGEND

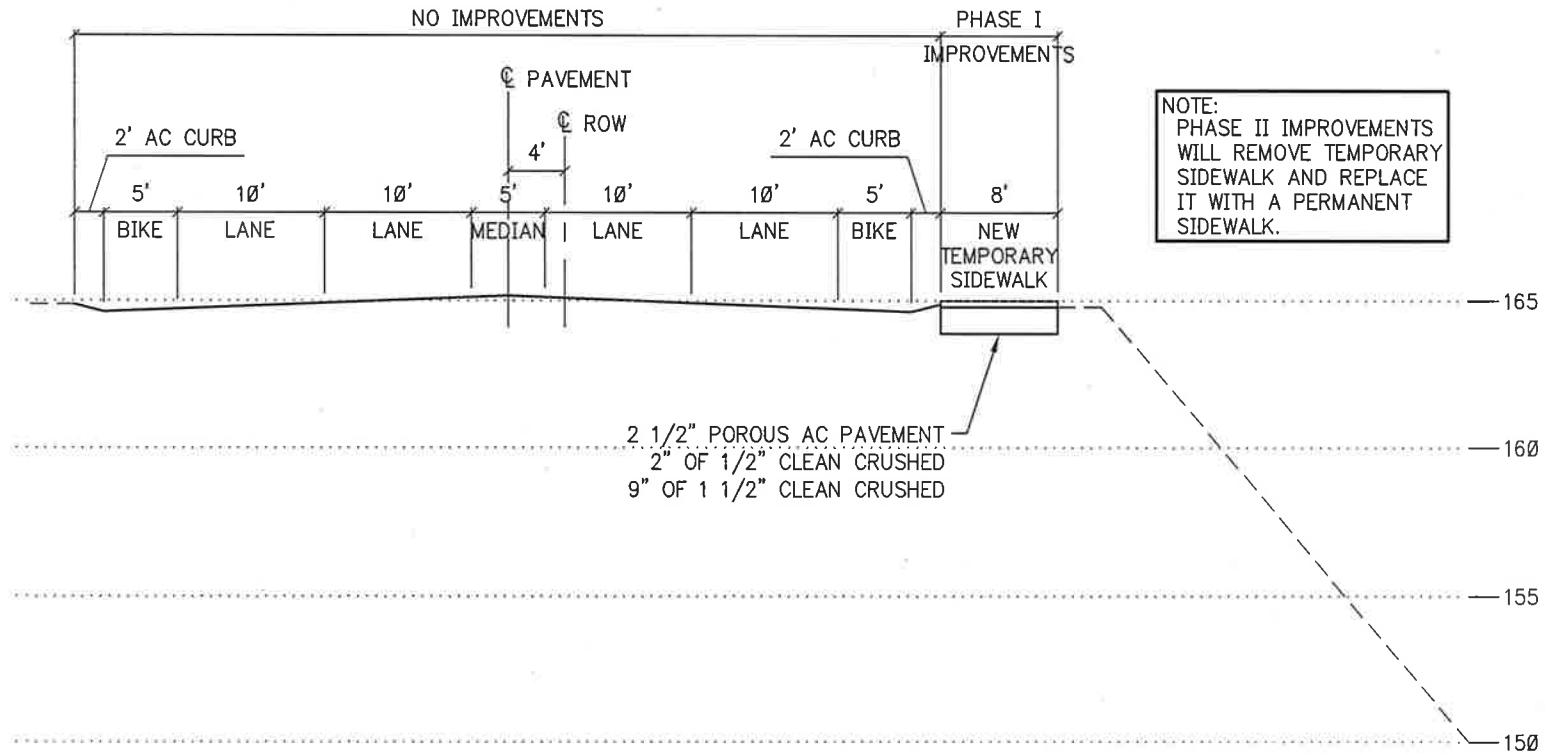
-  PERMANENT SIDEWALK
-  TEMPORARY SIDEWALK



① PHASE II FRONTAGE IMPROVEMENTS
1"=100'



② PHASE II FRONTAGE IMPROVEMENTS
1"=100'



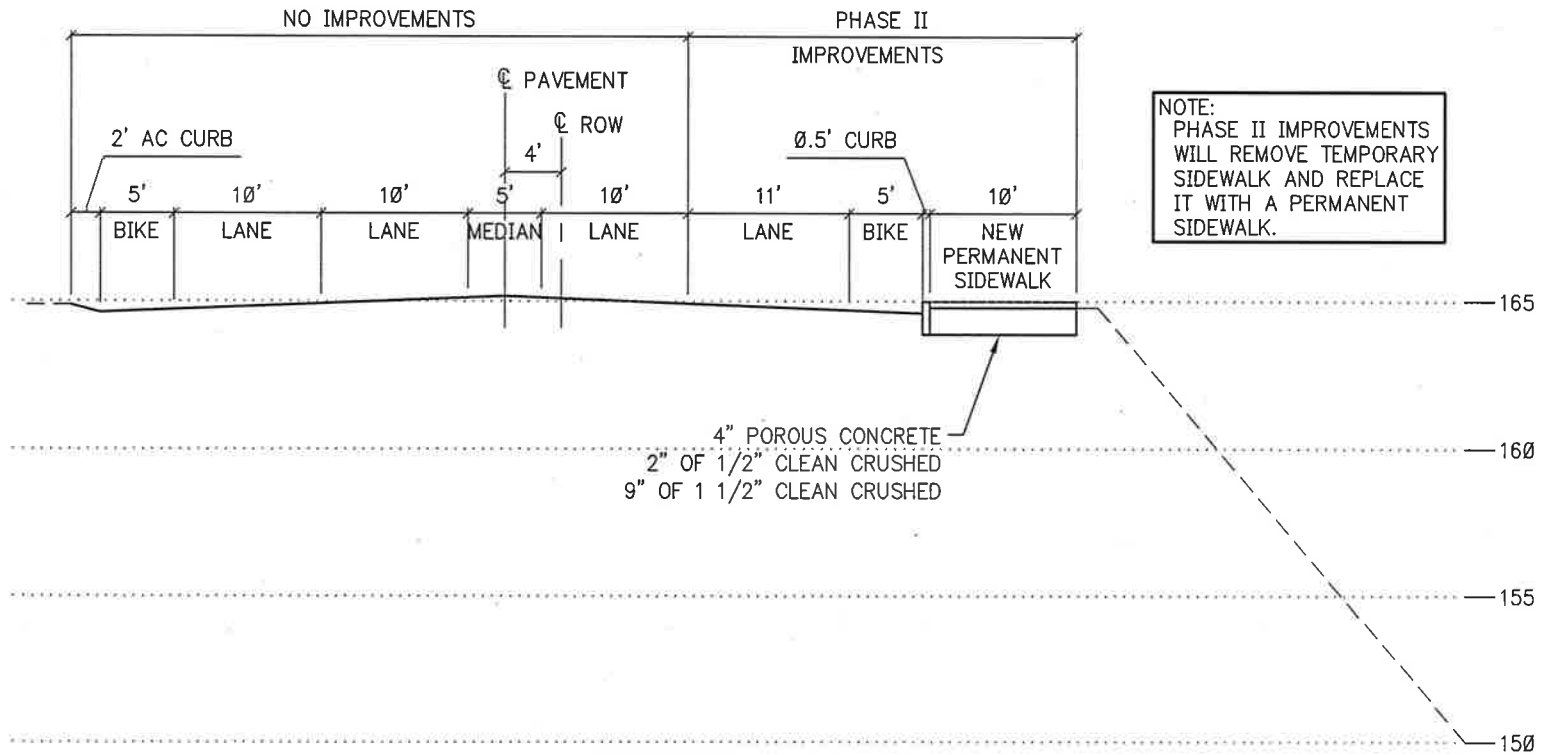
NOTE:
 PHASE II IMPROVEMENTS
 WILL REMOVE TEMPORARY
 SIDEWALK AND REPLACE
 IT WITH A PERMANENT
 SIDEWALK.

2 1/2" POROUS AC PAVEMENT
 2" OF 1/2" CLEAN CRUSHED
 9" OF 1 1/2" CLEAN CRUSHED

© ROADWAY SECTION PHASE I
 SCALE: HORIZ. 1"=10' VERT. 1"=5'
 APPROX STA. 2+00

**MARTIN WAY RESIDENTIAL
 MAY 2015**

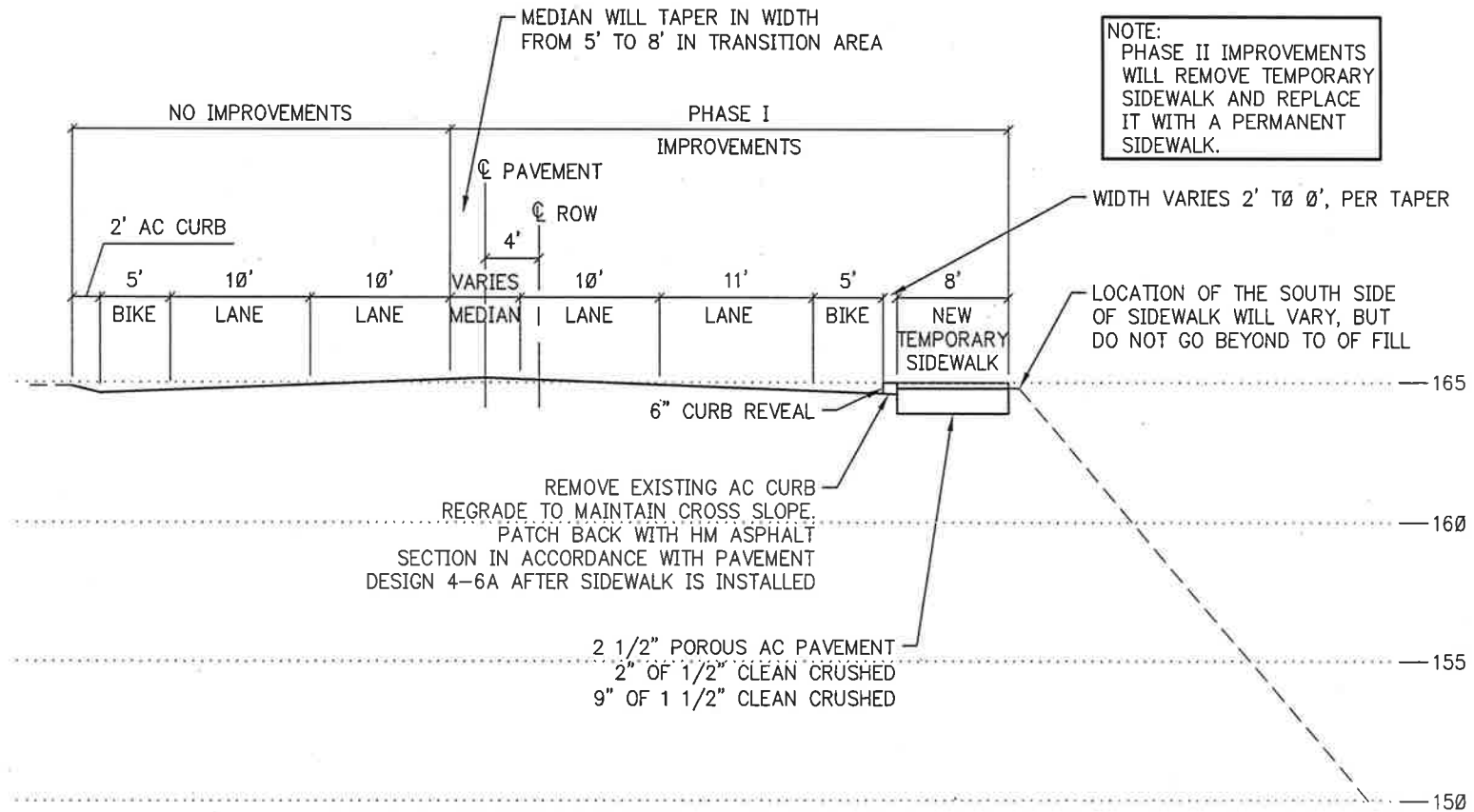
**EXHIBIT C
 PAGE 1**



© ROADWAY SECTION PHASE II
 SCALE: HORIZ. 1"=10' VERT. 1"=5'
 APPROX STA. 2+00

**MARTIN WAY RESIDENTIAL
 MAY 2015**

**EXHIBIT C
 PAGE 2**

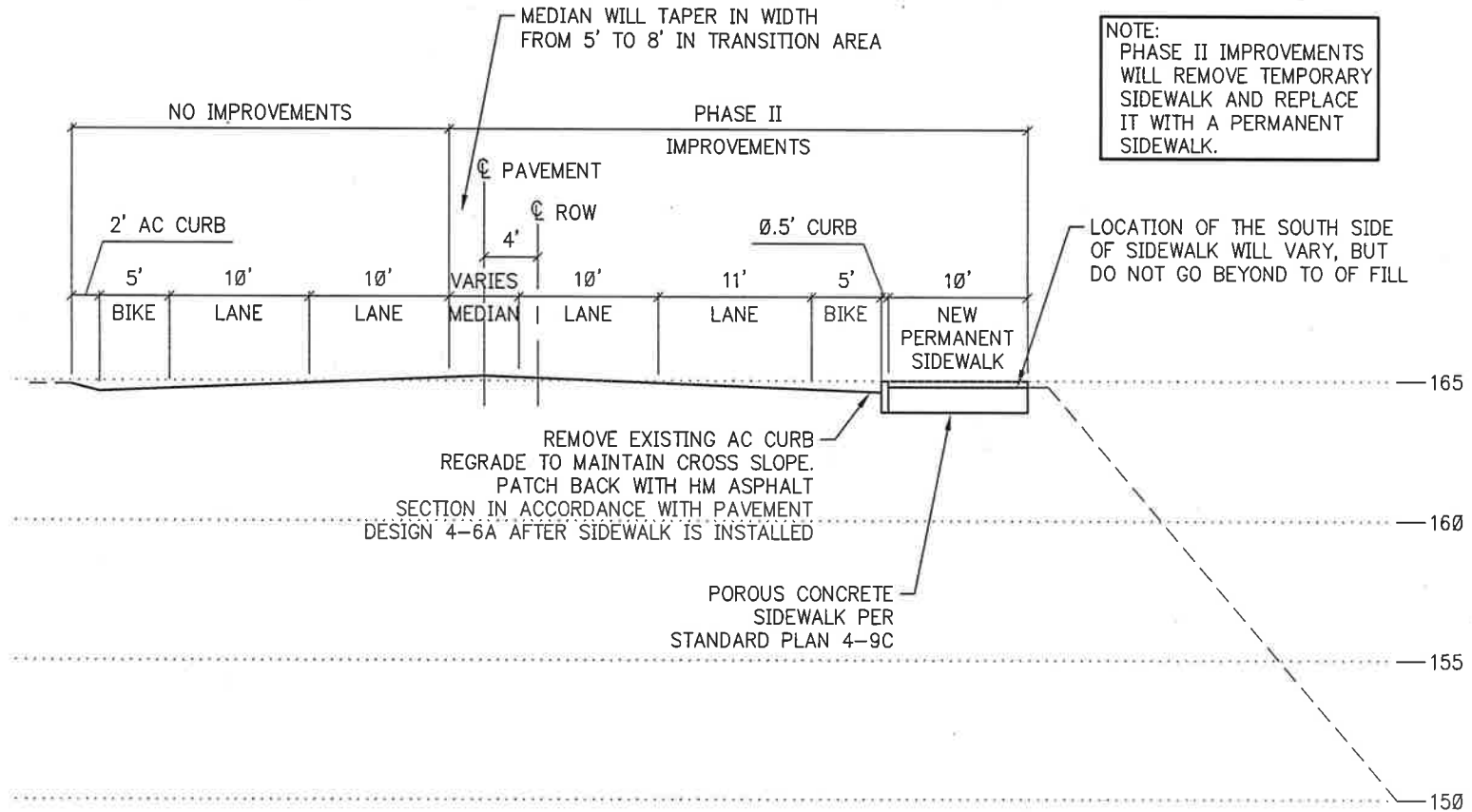


D ROADWAY SECTION PHASE I

SCALE: HORIZ. 1"=10' VERT. 1"=5'
TAPER SECTION STA. 2+71 TO STA. 3+33

**MARTIN WAY RESIDENTIAL
MAY 2015**

**EXHIBIT D
PAGE 1**



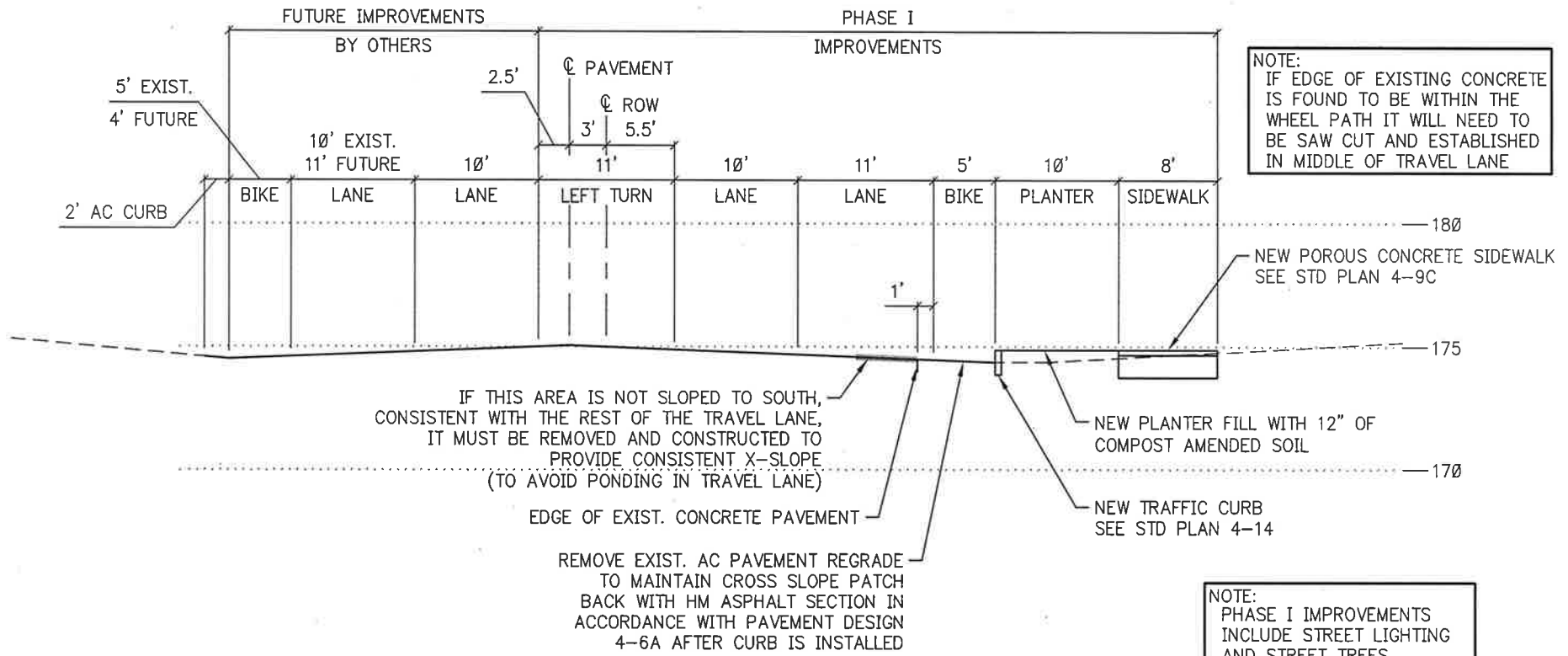
(D) ROADWAY SECTION PHASE II

SCALE: HORIZ. 1"=10' VERT. 1"=5'

TAPER SECTION STA. 2+71 TO STA. 3+33

**MARTIN WAY RESIDENTIAL
MAY 2015**

**EXHIBIT D
PAGE 2**



NOTE:
 IF EDGE OF EXISTING CONCRETE IS FOUND TO BE WITHIN THE WHEEL PATH IT WILL NEED TO BE SAW CUT AND ESTABLISHED IN MIDDLE OF TRAVEL LANE

IF THIS AREA IS NOT SLOPED TO SOUTH, CONSISTENT WITH THE REST OF THE TRAVEL LANE, IT MUST BE REMOVED AND CONSTRUCTED TO PROVIDE CONSISTENT X-SLOPE (TO AVOID PONDING IN TRAVEL LANE)

EDGE OF EXIST. CONCRETE PAVEMENT

REMOVE EXIST. AC PAVEMENT REGRADE TO MAINTAIN CROSS SLOPE PATCH BACK WITH HM ASPHALT SECTION IN ACCORDANCE WITH PAVEMENT DESIGN 4-6A AFTER CURB IS INSTALLED

NEW PLANTER FILL WITH 12" OF COMPOST AMENDED SOIL

NEW TRAFFIC CURB SEE STD PLAN 4-14

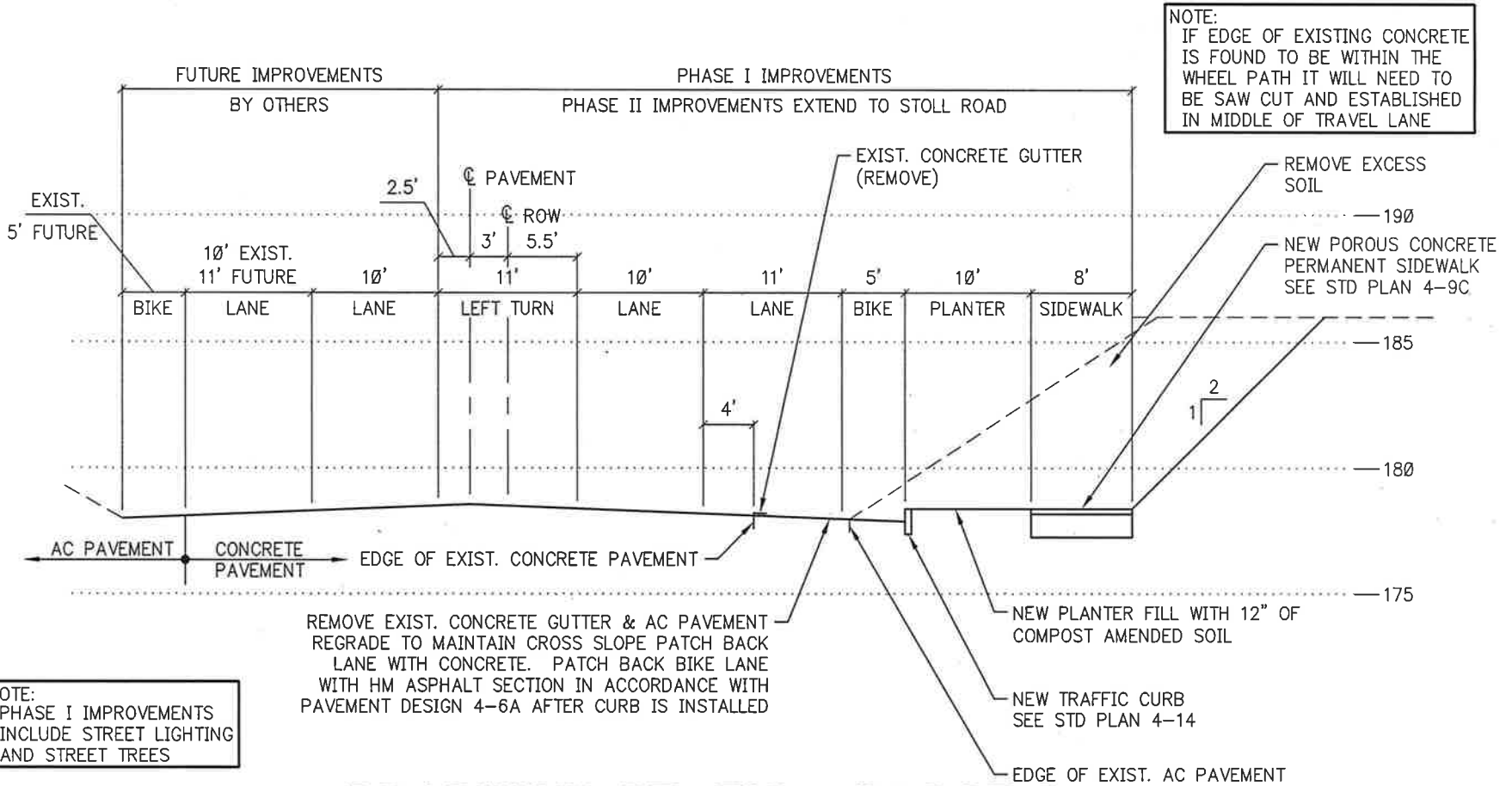
NOTE:
 PHASE I IMPROVEMENTS INCLUDE STREET LIGHTING AND STREET TREES
 NO PHASE II IMPROVEMENTS IN THIS AREA

(E) ROADWAY SECTION PHASE I

SCALE: HORIZ. 1"=10' VERT. 1"=5'
 APPROX STA. 5+50

**MARTIN WAY RESIDENTIAL
 MAY 2015**

**EXHIBIT E
 PAGE 1**

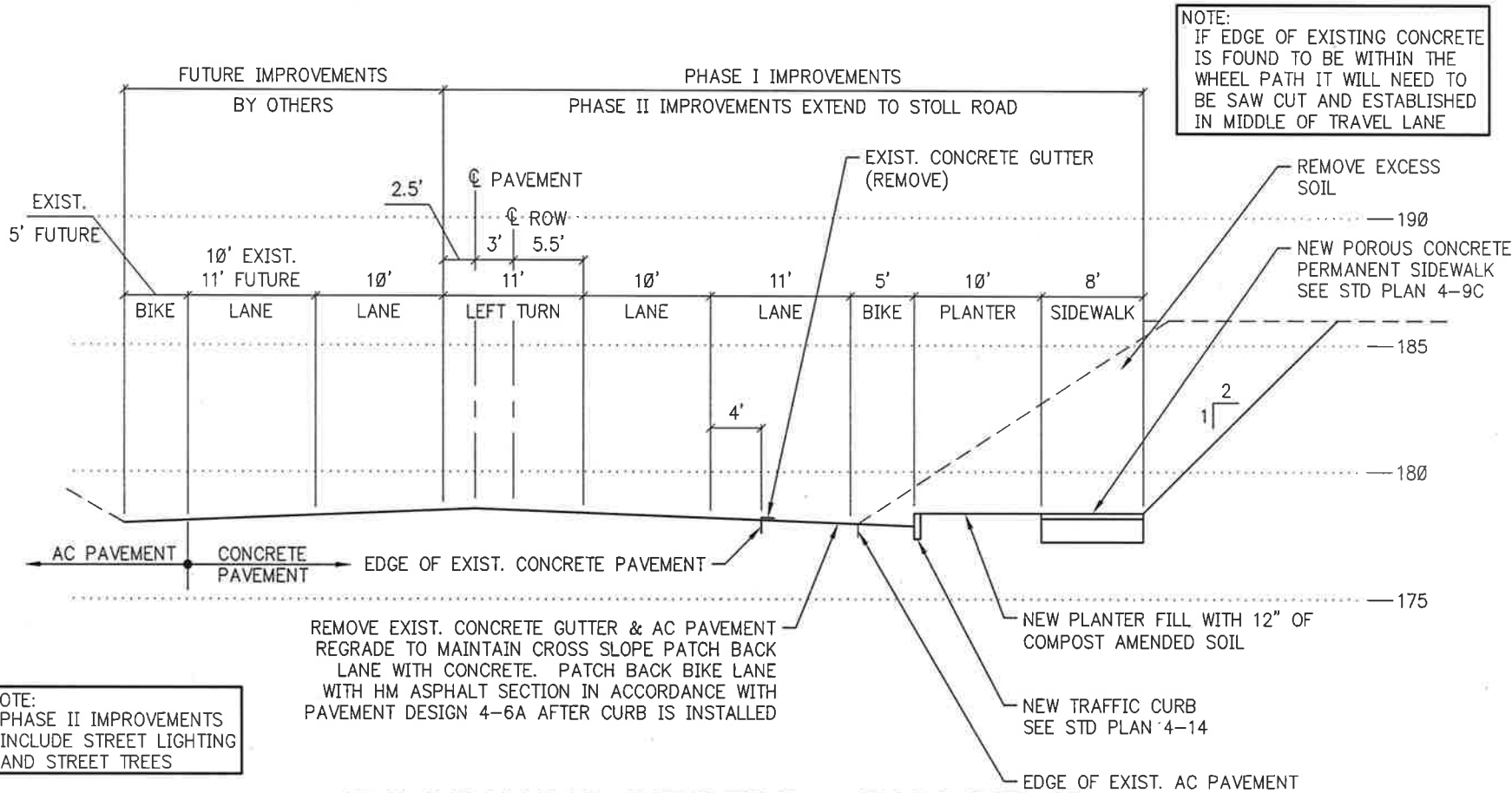


(F) ROADWAY SECTION PHASE I

SCALE: HORIZ. 1"=10' VERT. 1"=5'
APPROX STA. 7+15

**MARTIN WAY RESIDENTIAL
MAY 2015**

**EXHIBIT F
PAGE 1**



NOTE:
IF EDGE OF EXISTING CONCRETE IS FOUND TO BE WITHIN THE WHEEL PATH IT WILL NEED TO BE SAW CUT AND ESTABLISHED IN MIDDLE OF TRAVEL LANE

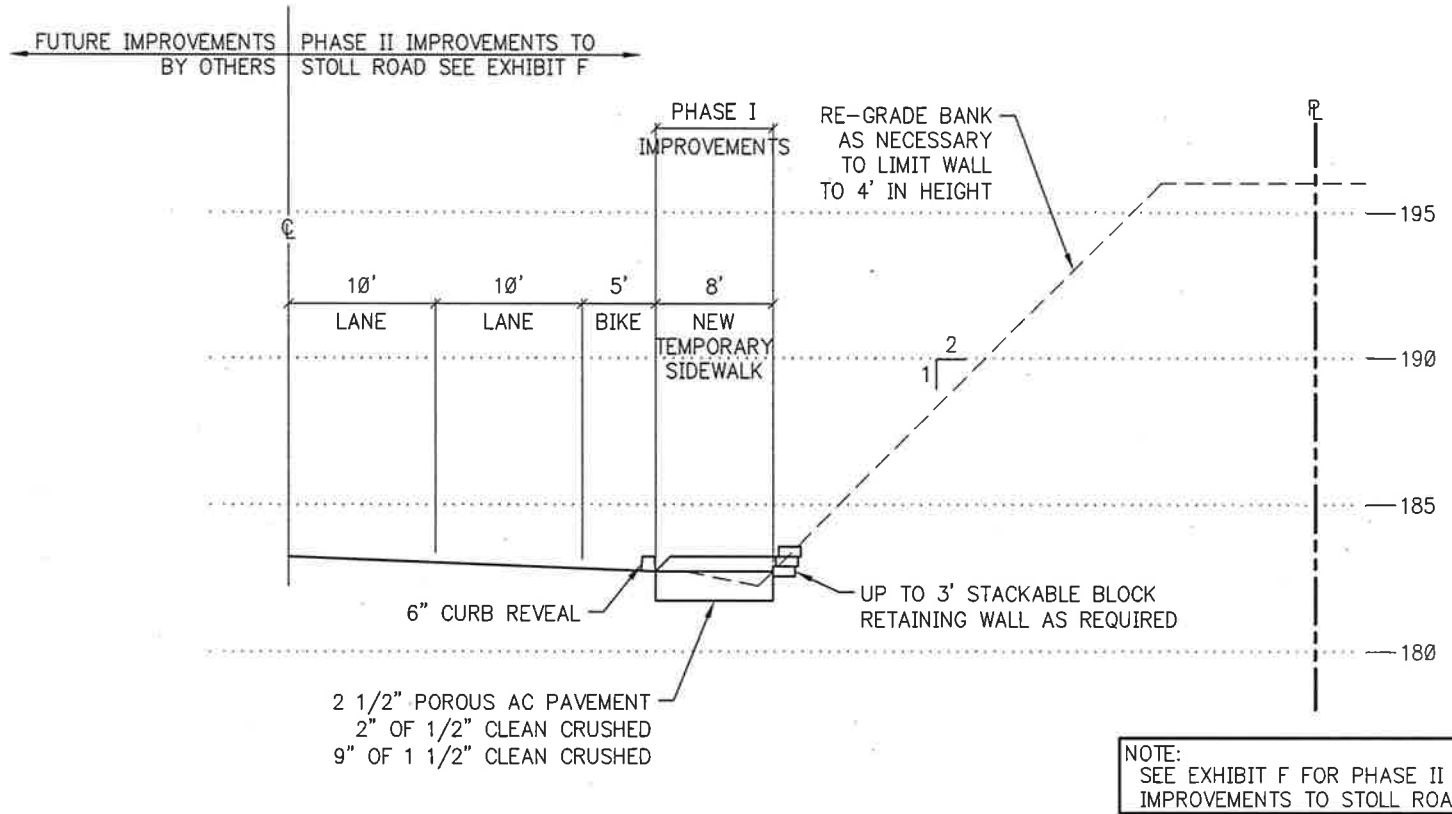
NOTE:
PHASE II IMPROVEMENTS INCLUDE STREET LIGHTING AND STREET TREES

(F) ROADWAY SECTION PHASE II

SCALE: HORIZ. 1"=10' VERT. 1"=5'
APPROX STA. 7+15 TO STOLL ROAD

**MARTIN WAY RESIDENTIAL
MAY 2015**

**EXHIBIT F
PAGE 2**



G ROADWAY SECTION PHASE I

SCALE: HORIZ. 1"=10' VERT. 1"=5'
 APPROX STA. 7+15 TO STOLL ROAD

**MARTIN WAY RESIDENTIAL
 MAY 2015**

**EXHIBIT G
 PAGE 1**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF OLYMPIA, WASHINGTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OLYMPIA AND FORTIS DEVELOPMENT, LLC.

WHEREAS, pursuant to RCW 36.70B.200, the Olympia City Council held a public hearing on September 15, 2015, and considered testimony from the public and City staff on the proposed Development Agreement between the City of Olympia and Fortis Development, LLC; and

WHEREAS, the development agreement adopted by this Resolution is consistent with applicable development regulations; and

WHEREAS, the City reserves its authority to impose new or different regulations to the extent required by a serious threat to public health; and

WHEREAS, the development agreement adopted by this Resolution meets the requirements of chapter 36.70B RCW and chapter 18.53 OMC; and

WHEREAS, like vesting under a formal subdivision process, a development agreement protects a developer from subsequent changes in land use laws;

NOW, THEREFORE, BE IT RESOLVED BY THE OLYMPIA CITY COUNCIL THAT the *Development Agreement By and Between the City of Olympia and Fortis Development, LLC*, attached hereto and incorporated herein as Exhibit A, is hereby approved in accordance with RCW 36.70B.200.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Nienaber

DEPUTY CITY ATTORNEY



City Council

Update on the Recreation Program Review

Agenda Date: 9/15/2015
Agenda Item Number: 6.A
File Number: 15-0827

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

Title

Update on the Recreation Program Review

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Update only on the Recreation Program

Report

Issue:

This presentation will update the City Council about the Recreation Program's current business status, the results of an independent review, and planned next steps. Time for questions and/or discussion will be included.

Presenter(s):

Scott River; Associate Director, Parks, Arts and Recreation

Background and Analysis:

The Recreation Program is a division of the Parks, Arts and Recreation Department that provides a variety of services to the community. Those services include; traditional leagues, camps and classes; athletic field scheduling; and partnering with local organizations in the provision of unique services (Artesian Commons activities as an example).

This presentation will be a general overview of the business of the recreation program, what we are doing well, and what opportunities we are working on to improve our systems and expand our connections in the community.