



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, July 17, 2018

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [18-0676](#) Special Recognition - Olympia Police Department Walking Patrol

2.B [18-0665](#) Special Recognition - Assistant Fire Chief Robert Bradley

Attachments: [Proclamation](#)

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 [18-0678](#) Approval of June 9, 2018 City Council Mid-Year Retreat Meeting Minutes

Attachments: [Minutes](#)

4.B [18-0641](#) Approval of June 26, 2018 City Council Meeting Minutes

Attachments: [Minutes](#)

4.C [18-0642](#) Bills and Payroll Certification

Attachments: [Bills and Payroll](#)

4.D [18-0663](#) Approval of a Resolution Authorizing the Purchase of Real Estate Owned by Traudi Koch and Sam Armour

Attachments: [Resolution](#)

[Agreement](#)

[Map](#)

4.E [18-0674](#) Approval of a Resolution Authorizing the Purchase of Real Estate Owned by Jeffrey Pust, Diane Pust, Dan Tracy and Diane Tracy

Attachments: [Resolution](#)

[Agreement](#)

[Map](#)

4.F [18-0680](#) Approval of a Resolution Authorizing an Interlocal Agreement with the Washington State Department of Natural Resources for Forest Land Wildfire Mutual Aid Response

Attachments: [Resolution](#)

[Agreement](#)

4.G [18-0620](#) Approval of Bid Award for the Chambers Creek Village Commercial Septic-to-Sewer Conversion Project (STEP)

Attachments: [Summary of Bids](#)

[Vicinity Map](#)

4.H [18-0634](#) Approval of Bid Award for the Eastside Bike Corridor Permanent Improvements

Attachments: [Bid Summary](#)

[Vicinity Map](#)

4. SECOND READINGS (Ordinances)

4. FIRST READINGS (Ordinances)

4.I [18-0636](#) Approval of Amendment to Ordinance 7143 (Capital Budget)

Attachments: [Ordinance](#)

5. **PUBLIC HEARING - None**

6. **OTHER BUSINESS**

6.A [18-0613](#) 2018 Construction Projects Update

Attachments: [Link to City Construction Map](#)
[Link to OlyProjects Twitter Page](#)

- 6.B** [18-0689](#) Briefing on Banking Services Request for Proposal (RFP) Process

Attachments: [US Bank Environmental Responsibility Policy](#)
[US Bank Sustainability Facts](#)

- 6.C** [18-0657](#) Approval of an Ordinance Declaring a State of Public Health Emergency
Relating to Homelessness - First and Final Reading

Attachments: [Ordinance](#)

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. EXECUTIVE SESSION

- 9.A** [18-0685](#) Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1)
(c) - Real Estate Matter

9. ADJOURNMENT

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



City Council

Special Recognition - Olympia Police Department Walking Patrol

Agenda Date: 7/17/2018
Agenda Item Number: 2.A
File Number: 18-0676

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

Title

Special Recognition - Olympia Police Department Walking Patrol

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize the enhanced Olympia Police Department Walking Patrol Program and meet the officers involved.

Report

Issue:

Whether to recognize the Olympia Police Department Walking Patrol and meet the officers and sergeant that make up the enhanced Walking Patrol Program.

Staff Contact:

Lieutenant Sam Costello, Olympia Police Department, 360.753.8066

Presenter(s):

Lieutenant Sam Costello

Background and Analysis:

The Olympia Police Department deployed the enhanced Walking Patrol starting with two nighttime Officers on June 1. Two more daytime Officers and a Sergeant were activated in mid-June.

Neighborhood/Community Interests (if known):

The enhanced Walking Patrol is on an accelerated deployment schedule at Council's request.

Options:

N/A

Financial Impact:

N/A

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

Attachments:

None



City Council

Special Recognition - Assistant Fire Chief Robert Bradley

Agenda Date: 7/17/2018
Agenda Item Number: 2.B
File Number: 18-0665

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

Title

Special Recognition - Assistant Fire Chief Robert Bradley

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize Assistant Chief Robert Bradley upon his upcoming retirement from the Olympia Fire Department.

Report

Issue:

Whether to recognize Rob Bradley's 42 years of service to the fire service industry and his 23 years of service to Olympia Fire Department.

Staff Contact:

Greg Wright, Fire Chief, 360.753.8466

Presenter(s):

Steve Hall, City Manager

Background and Analysis:

Assistant Fire Chief Robert Bradley is retiring and leaving city employment. His last day in the office will be Tuesday, July 31, 2018. Chief Bradley, along with retiring Battalion Chief Pat Noonan, will be recognized at a fire department ceremony on Tuesday, July 31, held at noon in the main fire station.

Rob started in the fire service at age 19, in 1976, making \$2.35 per hour as an on-call seasonal firefighter in California. After time at Bullhead City, Arizona; Oxnard, California and Lake Tapps, Washington fire departments, Rob joined the Olympia Fire Department (OFD) in 1995. During his OFD career Rob has held the positions of Firefighter, Fire Inspector, Fire Lieutenant, Fire Prevention Captain and Assistant Chief-Fire Marshal in 2008. All totaled, Rob has given the fire service 42 years of his life, 23 of those years in Olympia.

As part of the department's Senior Management team since 2008, Rob has been involved in shaping the department that exists today - one of the few Class II fire departments in the state. This distinction has come in no small part because of Rob's tireless work in fire prevention. Rob's fire prevention work culminated in 2011 when Governor Gregoire signed a bill relating to residential fire sprinklers. Then in 2014, residential fire sprinklers became the new standard for all new construction in Olympia.

The fire service industry owes a debt to the whole Bradley family. Rob's father and brother were both firefighters in California for their entire careers. The department and city will truly miss Robert Bradley. This time, before the City Council, is to thank him for his service.

Attachments:

Proclamation

P R O C L A M A T I O N

WHEREAS, Assistant Fire Chief – Fire Marshal Robert Bradley has served the fire service for 42 years, 23 of those year in Olympia; and

WHEREAS, Robert, along with his brother are second generation firefighters following in the footsteps of their father; and

WHEREAS, Robert started as a seasonal firefighter in California making \$2.35 per hour, served in 3 other departments before coming to Olympia in 1995; and

WHEREAS, Robert worked his way from Firefighter to Lieutenant to Captain to Assistant Chief while at the Olympia Fire Department; and

WHEREAS, Robert’s tireless work in fire prevention culminated in 2011, when Governor Gregoire signed a bill relating to residential fire sprinklers and in 2014, residential fire sprinklers became the standard for all new construction in Olympia; and

WHEREAS, also under Robert’s fire prevention leadership, the City of Olympia banned private discharge of fireworks in 2013; and

WHEREAS, Assistant Chief-Fire Marshal will be retiring from the Olympia Fire Department with his last day in the office being July 31, 2018; and

NOW THEREFORE, BE IT RESOLVED, that the Olympia City Council does hereby honor Robert Bradley for his years of service to the citizens of the City of Olympia and the State of Washington.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 17th DAY OF JULY, 2018.

OLYMPIA CITY COUNCIL

***Cheryl Selby
Mayor***



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

City Council

Approval of June 9, 2018 City Council Mid-Year Retreat Meeting Minutes

Agenda Date: 7/17/2018
Agenda Item Number: 4.A
File Number: 18-0678

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

Title

Approval of June 9, 2018 City Council Mid-Year Retreat Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Saturday, June 9, 2018

8:30 AM

Council Chambers

Mid Year Retreat

1. ROLL CALL

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

2. BUSINESS ITEM

2.A [18-0540](#) City Council 2018 Mid-Year Retreat

Facilitator Nancy Campbell shared her recent work with City Departments around the difference between reacting and responding.

She noted quick reactions can damage long term relationships and undermine collaborative conversations and actions. Response mode allows a person to push the pause button without assuming intent of the other person. The Council discussed which emotions trigger reacting rather than responding.

Ms. Campbell summarized key *themes* from her interviews with Councilmembers.

Interview Themes

Desired Retreat Outcomes:

Regain how we felt in January about recognizing and working with our differences
Revisit the ground rules and adjust as needed
Find a path forward to work better together
Look for a way to just talk to each other more so emotions don't build up in negative ways

Working Together:

Positive except for the housing issue
Most members feel optimistic about future relationships
Trust issues are surfacing
Questions regarding once agreement is reached if a member is obligated to advocate for it, mention it or ignore it
Everyone wants to find ways to resolve conflict with respect

Time Together:

Desire for more unstructured interaction remains
More clarity around the Open Public Meetings Act (OPMA) limits on meetings between Councilmembers
Too many meetings overall add to collective stress

The Mayor's Role:

Not a Strong Mayor
Want more transparency regarding interactions, meetings, etc.
Want to reach agreement on the role
Citizens expect a lot of the Mayor and confuse the role - but it has the same weight as any other member

The City Manager's Role:

Some concern that Steve does not distance himself enough from policy setting
Weekly meetings with Councilmembers can create miscommunication

Agreements Reached**Finding Time for Members to Discuss Issues:**

Councilmembers reiterated their desire to have time to meet together to discuss and probe issues without having to reach conclusions or to take action. To support the Councilmembers desire to have more time to meet as a group and to discuss challenging issues, several options were brainstormed including:

1. Councilmembers want to be transparent in their communication with each other and the Community. It was suggested that the Council meet with the City Attorney to discuss the Open Public Meetings Act and to better understand options regarding ways to create time for members to meet to discuss issues.
2. Review the committee assignments to determine if a Councilmember must attend the committee or if a staff member or community member could be assigned. The decision criteria for this would be whether the committee engages in policy setting activities.
3. Rather than having one/one meetings with Steve, consider having two or three members meeting with Steve at the same time.
4. More experiential tours such as of the Maintenance Center and McAllister Springs are desired.

Working Effectively Together:

Councilmembers discussed a desire to have an operating norm regarding how they frame issues once a decision on a policy or action has been made. It was suggested that members first share the agreement of the Council and then when appropriate to share any perspective they may have as an individual member.

Another suggestion was when the Mayor is asked to represent the City at a function that another Councilmember be invited to attend as well. This will allow for more transparency and potentially less confusion regarding activities and any opinions or information shared.

To prevent conflicts from developing into situations where motivations are questioned, it was suggested that the Council be able to access dispute resolution training or other methods to have open and timely discussions before issues escalate.

Finally, it was suggested the Council complete the contract for hiring a Policy Coordinator that reports to the Council. This will allow policy support for topics outside the time or expertise of staff.

Community Conversation Update

Senior Planner Stacey Ray gave an overview of the Community Conversation which occurred on April 14, 2018. The day of the Community Conversation Mayor Selby, Councilmember Parshley and Councilmember Bateman introduced the topics and spent time listening to citizens throughout the day.

The purpose of the conversation was listen to citizens' perspectives on the top priorities and to inform the City's budget investment over the next two years. The Community Conversation was also a way to pilot some new ways to engage community members by testing:

- Using the community survey to reach typically underrepresented voices
- Matching our community demographic profile
- How we extended the invitation
- Reducing barriers: bus passes, child activities, food
- Asking about budget priorities in a different way
- Capturing participant input in new ways

Ms. Ray noted 225 invitations were sent to community members and 35 community members attended the Community Conversation. Of the participants 14% were people of color, 20% had income of less than \$50,000/year, 14% were renters and 40% had never participated in a government planning process.

Positive feedback from participants included enjoying interaction with each other; appreciating the effort; feeling heard; enjoying a positive atmosphere and discussing a range of topics. Ms. Ray shared areas the participants felt like improvement was needed which were, more time for dialogue; an alternative to the Slido technology; hosting more conversations; sending out materials in advance; involving more youth and expanding to other venues.

Ms. Ray reviewed lessons learned and next steps. Participants will receive thank you

notes and a summary of the conversation and a toolkit with best practices will be developed and shared with staff for hosting future conversations.

Walking Tour

Councilmembers toured several facilities that provide homeless services. At the Salvation Army Councilmembers toured the facility with Major Richard Pease and at the Providence Community Care Center toured the facility with Facility Manager TJ LaRoque. Before returning to City Hall Councilmembers also toured Hawley's Gelato and Coffee.

2018 Priorities

Assistant City Manager Jay Burney reviewed and gave a status update on the Council priorities that were developed at the January City Council Retreat.

Councilmembers discussed actions moving towards a Homeless Response Plan to include clarifying the objectives of the Community Care Center and what success looks like; creating an inclusive space for faith based groups to assist in the work; finding opportunities for stakeholders to be heard; and facilitating a Community Conversation regarding homelessness as a kick-off to a community-wide plan to respond to homelessness.

Council also asked for a summary of how the City and its employees are engaged with and listen to business concerns.

The discussion was completed.

2.B [18-0677](#) Approval of Changes to City Council Committee Assignments

Councilmember Bateman discussed stepping down as the Council Liaison to the LOTT Board in order to participate in the Association of Washington Cities Legislative Committee. Councilmember Parshley will take on the role of Council Liaison to LOTT with Councilmember Cooper to serve as alternate.

Councilmember Bateman moved, seconded by Councilmember Parshley, to appoint Councilmember Parshley as the City Council Liaison to the LOTT Board.

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

3. ADJOURNMENT

The meeting adjourneda at 2:00 p.m.



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

City Council

Approval of June 26, 2018 City Council Meeting Minutes

Agenda Date: 7/17/2018
Agenda Item Number: 4.B
File Number: 18-0641

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

Title

Approval of June 26, 2018 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, June 26, 2018

7:00 PM

Council Chambers

1. ROLL CALL

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

1.A ANNOUNCEMENTS

Mayor Selby announced the Council met earlier in a Study Session.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [18-0604](#) Special Recognition - City of Olympia Fireworks Ban

Fire Marshall Robert Bradley shared a reminder of the fire works ban in the City of Olympia. He noted Tumwater and Lacey have also banned fire works in their cities.

The recognition was received.

2.B [18-0589](#) Special Recognition - Dean Walz

Administrative Services Director Debbie Sullivan discussed the retirement of Dean Walz after 41 years of retirement.

Councilmembers read a proclamation honoring his service to the City. Mr. Walz said a few words of reflection regarding his career at the City.

The recognition was received.

3. PUBLIC COMMUNICATION

The following people spoke: Bron Lindgren, Jim Reeves, Jill Barnes and Whitney Bowerman.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

4. CONSENT CALENDAR

Item 4D was pulled off consent for a separate vote. Councilmember Gilman touched upon item 4F to thank the community, staff and others who assisted in opening up the easement for the Ensign Road Pathway project.

- 4.A [18-0629](#) Approval of June 19, 2018 Study Session Meeting Minutes

The minutes were approved.

- 4.B [18-0630](#) Approval of June 19, 2018 City Council Meeting Minutes

The minutes were approved.

- 4.C [18-0623](#) Approval of the Draft Community Development Block Grant (CDBG) Five-Year Consolidated Plan

The decision was approved.

- 4.E [18-0524](#) Approval of a Resolution Authorizing an Operating Agreement with the Washington Center for the Performing Arts

The contract was approved.

- 4.F [18-0595](#) Approval of a Resolution Authorizing the Purchase of a Pedestrian and Bicycle Access Easement for the Ensign Road Pathway Project

The resolution was approved.

- 4.G [18-0622](#) Approval of a Labor Contract with the International Association of Fire Fighters, CIO Local #468, Fire Mechanics

The contract was approved.

- 4.H [18-0516](#) Approval of Bid Award for the 2018 Pavement Preservation (Chip Seal) Project

The contract was approved.

- 4.I [18-0625](#) Consideration of a Funding Request of \$20,000 from Enterprise for Equity to Provide Micro-Enterprise Training Assistance for Small Business

The decision was approved.

Approval of the Consent Agenda

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

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

4. SECOND READINGS (Ordinances) - None

4. FIRST READINGS (Ordinances) - None

PULLED FROM CONSENT

4.D [18-0624](#) Approval of the Draft 2018 Community Development Block Grant (CDBG) Annual Action Plan

Councilmember Bateman moved, seconded by Councilmember Parshley, to approve the Draft CDBG Program Year (PY) 2018 (9/1/18 - 8/31/19) and direct staff to submit to HUD on or before July 13, 2018

Aye: 5 - Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Gilman, Councilmember Parshley and Councilmember Rollins

Recused: 2 - Mayor Selby and Councilmember Cooper

5. PUBLIC HEARING - None

6. OTHER BUSINESS - None

7. CONTINUED PUBLIC COMMUNICATION

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

Councilmember Gilman noted during the last Land Use and Environment Committee meeting, they considered the open space zoning referral and stated they chose not to bring back to Council for action. He also made a referral to the Land Use and Environment Committee to direct staff to provide feedback and direction to aid in the preparation of a Request for Proposals (RFP) or Request for Qualifications (RFQ) to solicit interest in development of the City's 10 acre parcel located on the east side of Boulevard Road adjacent to the LBA woods property.

8.B CITY MANAGER'S REPORT AND REFERRALS

9. EXECUTIVE SESSION

- 9.A** [18-0632](#) Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110(1)(c) - Real Estate Matter

Mayor Selby recessed to Executive Session at 7:59 p.m. pursuant to RCW 42.30.110(1)(b) to discuss a matter related to Real Estate. Mayor Selby announced no decisions will be made, the meeting is expected to last no longer than 30 minutes, and the Council will adjourn immediately following the Executive Session. The City Attorney was present at the Executive Session.

10. ADJOURNMENT

The meeting adjourned at 8:20 p.m.



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

City Council

Bills and Payroll Certification

Agenda Date: 7/17/2018
Agenda Item Number: 4.C
File Number: 18-0642

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

Title
Bills and Payroll Certification

**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 **5/31/2018** have been examined and are approved as recommended for payment.

Employees Net Pay:	<u>\$ 1,512,740.51</u>
Fire Pension Net Pay:	<u>\$ 29,511.15</u>
Employer Share of Benefits:	<u>\$ 740,976.12</u>
Employer Share of LEOFF I Police Post-Retirement Benefits:	<u>\$ -</u>
Employer Share of LEOFF I Fire Post-Retirement Benefits:	<u>\$ -</u>
TOTAL	<u><u>\$ 2,283,227.78</u></u>

Payroll Check Numbers	<u>91387</u>	<u>91388</u>	Manual Checks
And	<u>91389</u>	<u>91394</u>	Fire Pension Checks
And	<u> </u>	<u> </u>	Manual Checks
And	<u>91395</u>	<u>91420</u>	Semi Payroll Checks

and Direct Deposit transmission.

6-4-18
DATE


ADMINISTRATIVE SERVICES DIRECTOR

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 5/27/2018 6/2/2018
 FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED 3701720 THROUGH 3701952
 FOR OTHER ELECTRONIC PAYMENTS DATED _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED 6-5-18 ADMINISTRATIVE SERVICES DIRECTOR


TOTAL APPROVED FOR PAYMENT

FUND		
\$706,543.99	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$5,540.12	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$62,879.87	006	Development Fee Revenue
\$2,033.80	007	Parking Fund
\$24,916.72	014	LEOFF 1 OPEB Trust Fund
\$0.00	21	Washington Center Endow
\$0.00	025	WASHINGTON CENTER
\$1,095.09	026	MUNICIPAL ARTS FUND
\$0.00	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$7,344.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	141	Oly Metro Park District
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$59,010.95	230	LTGO Band Fund 2016
\$463,753.44	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$513.96	331	FIRE EQUIPMENT REPLACEMENT FUND
\$8,319.73	401	WATER
\$7,112.15	402	SEWER
\$5,934.02	403	SOLID WASTE
\$298.87	404	STORM AND SURFACE WATER
\$0.00	418	Stormwater Debt Service Fund
\$441.96	434	STORM AND SURFACE WATER CIP
\$35,279.97	461	WATER CIP FUND
\$964.00	462	SEWER CIP FUND
\$16,814.36	501	EQUIPMENT RENTAL
\$64,955.18	502	C. R. EQUIPMENT RENTAL
\$250.00	503	UNEMPLOYMENT COMPENSATION
\$769.55	504	INS TRUST FUND
\$0.00	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$19,997.80	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS
<hr/>		
\$1,494,769.53	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 6/10/2018 6/16/2018
 FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED 3702109. THROUGH 3702301
 FOR OTHER ELECTRONIC PAYMENTS DATED 5/1/2018 THROUGH 5/31/2018

INCLUSIVE IN THE AMOUNT TOTALING

DATED

10-22-18

ADMINISTRATIVE SERVICES DIRECTOR

Hebbie P. Gillon

TOTAL APPROVED FOR PAYMENT

FUND		
\$896,633.58	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$407.05	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$19,781.99	006	Development Fee Revenue
\$6,955.69	007	Parking Fund
\$1,889.54	014	LEOFF 1 OPEB Trust Fund
\$0.00	21	Washington Center Endow
\$0.00	025	WASHINGTON CENTER
\$18.32	028	MUNICIPAL ARTS FUND
\$7,066.46	029	EQUIP & FACIL REPLACE RES
\$107.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$3,656.81	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$0.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	141	Oly Metro Park District
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$0.00	230	LTGO Bond Fund 2016
\$25,193.45	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$1,530.99	331	FIRE EQUIPMENT REPLACEMENT FUND
\$54,400.76	401	WATER
\$21,807.56	402	SEWER
\$417,867.76	403	SOLID WASTE
\$13,574.05	404	STORM AND SURFACE WATER
\$0.00	418	Stormwater Debt Service Fund
\$947.12	434	STORM AND SURFACE WATER CIP
\$345,026.75	461	WATER CIP FUND
\$0.00	482	SEWER CIP FUND
\$4,296.72	501	EQUIPMENT RENTAL
\$0.00	502	C R EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$77,665.64	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	606	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS
<hr/>		
\$1,898,827.24	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".

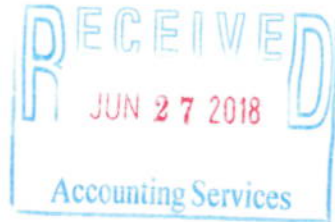
FOR PERIOD 6/17/2018 6/23/2018
 FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED 3702302 THROUGH 3702534
 FOR OTHER ELECTRONIC PAYMENTS DATED _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED 6.27.18 ADMINISTRATIVE SERVICES DIRECTOR
William F. Sullivan

TOTAL APPROVED FOR PAYMENT

FUND		
\$458,858.50	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$0.00	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$137.15	006	Development Fee Revenue
\$383.54	007	Parking Fund
\$185.50	014	LEOFF 1 OPEB Trust Fund
\$0.00	21	Washington Center Endow
\$43.14	025	WASHINGTON CENTER
\$7,724.80	026	MUNICIPAL ARTS FUND
\$0.00	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$15.20	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	141	Oly Metro Park District
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$0.00	230	LTGO Bond Fund 2016
\$71,210.64	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$1,685.66	331	FIRE EQUIPMENT REPLACEMENT FUND
\$40,910.66	401	WATER
\$4,651.26	402	SEWER
\$24,882.70	403	SOLID WASTE
\$10,965.25	404	STORM AND SURFACE WATER
\$0.00	418	Stormwater Debt Service Fund
\$28,771.58	434	STORM AND SURFACE WATER CIP
\$35,701.63	461	WATER CIP FUND
\$18,938.58	462	SEWER CIP FUND
\$54,218.70	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$239.02	504	INS TRUST FUND
\$0.00	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS
\$759,523.51		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	<u>6/24/2018</u>		<u>6/30/2018</u>
FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED	<u>3702535</u>	THROUGH	<u>3702843</u>
FOR OTHER ELECTRONIC PAYMENTS DATED	<u> </u>	THROUGH	<u> </u>

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

7.5.2018

Robin P. Sullivan

TOTAL APPROVED FOR PAYMENT

FUND		
\$272,064.39	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$41,173.91	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$0.00	006	Development Fee Revenue
\$44,904.71	007	Parking Fund
\$11,794.78	014	LEOFF 1 OPEB Trust Fund
\$0.00	21	Washington Center Endow
\$51.25	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$568.31	029	EQUIP & FACIL REPLACE RES
\$89,735.70	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$8,329.78	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$0.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	141	Oly Metro Park District
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$0.00	230	LTGO Bond Fund 2016
\$177,462.32	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$62,117.05	331	FIRE EQUIPMENT REPLACEMENT FUND
\$58,629.95	401	WATER
\$18,948.79	402	SEWER
\$20,713.98	403	SOLID WASTE
\$13,838.16	404	STORM AND SURFACE WATER
\$0.00	418	Stormwater Debt Service Fund
\$29,050.03	434	STORM AND SURFACE WATER CIP
\$7,047.51	461	WATER CIP FUND
\$14,635.52	462	SEWER CIP FUND
\$6,530.03	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$2,848.28	504	INS TRUST FUND
\$1,865.11	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGMTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS
<hr/>		
\$882,309.56	GRAND TOTAL FOR WEEK	





City Council

Approval of a Resolution Authorizing the Purchase of Real Estate Owned by Traudi Koch and Sam Armour

Agenda Date: 7/17/2018
Agenda Item Number: 4.D
File Number: 18-0663

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

Title

Approval of a Resolution Authorizing the Purchase of Real Estate Owned by Traudi Koch and Sam Armour

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing the City Manager to execute all documents necessary to acquire .34 acres of real estate from Traudi Koch and Sam Armour.

Report

Issue:

Whether to approve the purchase of real estate from Traudi Koch and Sam Armour to be used as either a future park site or future housing.

Staff Contact:

Mike Reid, Economic Development Director, 360.753.8591

Mark Barber, City Attorney, 360.753.8338

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Traudi Koch and Sam Armour (Seller) own a .34-acre property located at 911 Adams St. SE, Assessor Parcel No. 78503900400 and 78503900400 (see attached Property Location Map).

There are few undeveloped parcels available downtown. The location and zoning of this property make it a good potential location for high density residential development, economic development use, or as a park, all of which are stated needs in the Downtown Strategy. The property is currently being used by the non-profit Commons at Fertile Ground as a community garden, meeting space,

and food nook. The City intends to work with this and other similar groups to continue this use in the near term while a long-term vision for the property is developed.

Staff has concluded negotiations with the Seller, and has prepared the Real Estate Purchase and Sale Agreement attached to this staff report. The purchase price is \$315,000.

Neighborhood/Community Interests:

Neighborhood involvement will be facilitated at the time when the use of the property is changed.

Options:

1. Approve the resolution authorizing the City Manager to execute all documents necessary to acquire .34 acres of real estate from Traudi Koch and Sam Armour.
2. Do not authorize the purchase of real estate from Traudi Koch and Sam Armour.

Financial Impact:

The property will be acquired using General Fund dollars specifically from the Economic Development Special Account. Use of General Fund dollars will allow the maximum amount of flexibility for the future use of the property.

Attachments:

Resolution
Agreement
Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING THE PURCHASE OF REAL ESTATE FOR THE CITY OF OLYMPIA OWNED BY WALTRAUT U. KOCH AND SAM ARMOUR AS TRUSTEES OF THE RICHARD KOCH MARITAL TRUST

WHEREAS, the City desires to purchase property suitable for multiple uses, such as economic development, housing and recreation, that will benefit the citizens and residents of the City of Olympia; and

WHEREAS, Waltraut U. Koch and Sam Armour, as Trustees of the Richard Koch Marital Trust, own real property located at 911 Adams Street, in Olympia, Washington, consisting of 14,810 square feet, more or less (the Koch Property); and

WHEREAS, purchase of the Koch Property offers the City a unique opportunity to acquire real property suitable for multiple uses such as economic development, housing, and recreation; and

WHEREAS, the City and Waltraut U. Koch and Sam Armour have negotiated terms and conditions for the City's purchase of the Koch Property; and

WHEREAS, the Olympia City Council hereby accepts terms, among others, to purchase the Koch Property for Three Hundred and Fifteen Thousand Dollars and No Cents (\$315,000.00) U.S;

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

1. The Olympia City Council hereby accepts the terms and conditions negotiated with Waltraut U. Koch and Sam Armour, Trustees of the Richard Koch Marital Trust, to purchase the real property located at 911 Adams Street in Olympia, Washington, for multiple uses such as economic development, housing, and recreation, upon the agreed terms within the real estate purchase and sale agreement.
2. The City Manager is directed and authorized to execute all documents necessary to purchase the aforesaid real property from Waltraut U. Koch and Sam Armour, upon the terms and conditions negotiated in the real estate purchase and sale agreement, and to make any minor modifications consistent with the intent of the agreement as may be necessary, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of July 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

REAL ESTATE PURCHASE AND SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is between the City of Olympia, a municipality organized under the laws of the State of Washington ("Buyer"), and Waltraut U. Koch and Sam Armour, Trustees of The Richard Koch Marital Trust, ("Sellers"), jointly referred to as "the Parties." This Agreement shall not be effective until the "Effective Date" (as defined in Paragraph 17.16 below).

RECITALS

Sellers are the owners of certain real property located in **Thurston County, Washington**, consisting of approximately .34 acres in two lots, more or less, and more particularly described on **Exhibit "A"** (legal description) and as shown on **Exhibit "B"** (sketch) attached hereto and by this reference incorporated herein.

Buyer has determined that the Property is suitable for multiple uses such as economic development, housing, and recreation for the benefit of the citizens and residents of the City of Olympia.

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

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

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

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

1.1 Land. The approximately .34 acres in two lots, more or less, constituting the Property legally described on **Exhibit "A"** to this Agreement and generally shown on a sketch attached as **Exhibit "B"** to this Agreement.

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

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

2. Escrow. Within three (3) business days of the Effective Date of this Agreement, the Parties shall confirm that an escrow account is opened for the transaction contemplated by this Agreement with Thurston County Title Company (in such capacity, "Escrow Company"). Darla Wilkins or another designee of Escrow Company will serve as escrow agent for Closing of this Agreement ("Escrow Agent"). The Parties shall deliver a fully executed copy of this Agreement to Escrow Agent.

3. Purchase Price. The purchase price to be paid by Buyer to Sellers for the Property (the "Purchase Price") is **Three Hundred and Fifteen Thousand Dollars and 00/100 Cents** (\$315,000.00) U.S.

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

5. Closing Date. The Closing (the "Closing") of the purchase and sale of the Property under this Agreement shall be held at the offices of the Escrow Company, and shall occur on a date no later than thirty (30) days after the Effective Date of this Agreement (the "Closing Date"), unless an earlier time is agreed between the Parties. Closing shall occur when the Deed (as hereinafter defined) to Buyer is executed and recorded, and the Purchase Price is delivered to the Escrow Company for delivery to Sellers. Notwithstanding anything above to the contrary, in all events, the Closing must occur on or before August 3, 2018.

6. Title and Survey Matters.

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

6.2 Title Review. Within fourteen (14) business days after Buyer's receipt of the updated Title Binder, Buyer shall review the Title Binder and any surveys of the Property, and shall notify Sellers what exceptions to title, if any, affect the marketability or insurability of the title to the Property or which adversely affect the use of the Property (the "Title Review Period"). If no title matters appear in the updated Title Binder since the initial preliminary commitments, then the Parties shall proceed to Closing as set forth in this Agreement. If any title matters appear and Buyer objects to any of the same during the Title Review Period, then Sellers shall have ten (10) business days after receiving Buyer's objections to notify Buyer if Sellers will remove any of the exceptions objected to prior to the Closing Date or if Sellers elect not to remove such objected to exceptions. If Sellers shall fail to remove any such exceptions objected to by Buyer from title

prior to the Closing Date, and Buyer is unwilling to take title subject thereto, Buyer may elect to either terminate this Agreement, or take title despite the existence of such exception. If Buyer elects to terminate, neither Buyer nor Sellers shall have any further liabilities, obligations or rights with regard to this Agreement which shall then become null and void and of no further force or effect.

6.3 **Title Policy.** At Closing, Sellers and Buyer shall cause Title Company to issue a standard ALTA owner's policy ("Title Policy") to Buyer, at Sellers' cost. The Title Policy shall (a) be satisfactory to Buyer, (b) be issued in the amount of the total Purchase Price and (c) insure fee simple, indefeasible title to the Property in Buyer. The Title Policy shall contain endorsements as Buyer may require, at Buyer's sole cost and expense. Buyer's obligation to close this transaction shall be contingent on Buyer's approval, in its sole and absolute discretion of the Title Policy required under this Paragraph 6.

7. **Conditions and/or Contingencies to Buyer's Obligations.**

7.1 **Documents and Reports.** Within fifteen (15) business days after the execution and delivery of this Agreement (the "Document Delivery Date"), Sellers shall deliver to Buyer copies of the documents and reports listed on attached **Exhibit "C"** to this Agreement and in Sellers' possession. Sellers shall certify to Buyer, as of the Document Delivery Date, as to any documents listed on **Exhibit "C"** not in Sellers' possession.

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

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

7.4 **Approval of Property/Feasibility Contingency.** Buyer's obligation to purchase the Property shall be subject to and contingent upon Buyer's approval, in its sole and absolute discretion, prior to the expiration of the Contingency Period, of all aspects of the

Property, including, without limitation, the physical condition of the Property and documents delivered by Seller pursuant to Paragraph 7.1 above, or otherwise obtained by Buyer regarding the Property. Buyer's approval and obligation to purchase the Property under this paragraph shall be twenty-one (21) business days from the last date this Agreement was executed by a Party to sign same.

7.5 Contingency/Feasibility Period. As used herein, the term "Contingency or Feasibility Period" shall be twenty-one (21) business days from the last date this Agreement was executed by a Party to sign same.

7.6 Buyer's Right to Terminate. If Buyer's conditions set forth in Paragraph 7.4 above are not satisfied in Buyer's sole and absolute discretion, Buyer shall have the right to terminate this Agreement by sending written notice to Sellers and Escrow Agent (such notice referred to as a "Termination Notice") prior to the expiration of the Contingency/Feasibility Period. If Buyer gives its Termination Notice to Sellers, this Agreement shall terminate and neither Buyer nor Sellers shall have any further liability to the other under this Agreement.

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

(i) Prior to Closing, all Contracts (whether written or oral), with respect to the Property shall be terminated in writing, except for any Assumed Contracts. Sellers shall provide Buyer, prior to Closing, with written termination agreements with respect to all Contracts, in a form acceptable to Buyer;

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

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

(iv) At Closing, title to the Property shall be in the condition required by Paragraph 6 of this Agreement and Escrow Agent shall deliver the Title Policy to Buyer; and

(v) At Closing, the physical condition of the Property shall be substantially the same as on the date hereof, ordinary wear and tear excepted.

If the conditions set forth in this Paragraph 7 are not satisfied as of Closing and Buyer does not waive the same, Buyer may terminate this Agreement, and thereafter neither Buyer nor Sellers shall have any further liability to the other under this Agreement.

8. Sellers' Representations and Warranties. Sellers hereby make the following representations and warranties, to the best of Sellers' knowledge, which representations and warranties shall be deemed made by Sellers to Buyer also as of the Closing Date:

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

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

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

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

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

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

8.7 Leases and Other Agreements. Sellers represent that there are no leases, occupancy agreements, service agreements, licenses, easements, or option agreements with regard to the Property, except those of record or disclosed pursuant to Paragraph 7.1.

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

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

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

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

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

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

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

9. Covenants of Sellers. Sellers covenant and agree as follows:

9.1 **Perform Obligations.** From the date of this Agreement to the Closing Date, Sellers will perform any monetary and non-monetary obligations they have regarding the Property.

9.2 **No Liens.** From the date of this Agreement to the Closing Date, Sellers will not allow any lien to attach to the Property, nor will Sellers grant, create, or voluntarily allow the creating of, or amend, extend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option or other right affecting the Property or any part thereof without Buyer's written consent first having been obtained.

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

10. Closing.

10.1 **Time and Place.** Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in Paragraph 5 of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

11. Environmental.

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

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

12. Indemnification. Sellers shall pay, protect, pay the defense costs of, indemnify and hold Buyer and their successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) the breach of any representation, warranty or agreement of Sellers set forth in this Agreement, (b) the failure of Sellers to perform any obligation required by this Agreement to be performed by Sellers, (c) the ownership, maintenance, and/or operation of the Property by Sellers prior to the Closing not in conformance with this Agreement, or (d) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the Sellers, their representatives, employees, contractors or suppliers that occurred before Closing; provided, however, that nothing in this Paragraph 12 applies to Losses arising out of the presence of Hazardous Substances on, under, above, or about the Property, including Hazardous Substances that migrate or migrated to or from the Property except as specifically provided in Paragraph 11 above.

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

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

15. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "Notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express, UPS, USPS or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States mail. Each such Notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Buyer: Steven R. Hall, City Manager
City of Olympia
601 4th Ave E
Olympia, WA 98501
Email: shall@ci.olympia.wa.us

With a copy to: Mark Barber, City Attorney
City of Olympia
601 4th Ave E
Olympia, WA 98501
Email: mbarber@ci.olympia.wa.us

To Sellers: Waltraut U. Koch
Sam Armour
1801 Evergreen Park Ct SW #10
Olympia WA 98502
Email: wubk@centurylink.net
sam@armourcpa.com
zach@primelocations.com (broker)

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

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

17. Miscellaneous.

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

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

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

17.4 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors and assigns.

Any assignment shall be subject to Sellers' approval, which shall not be unreasonably withheld, conditioned or denied. Buyer must notify and, if required, request approval by Sellers of any such assignment prior to the Closing. Any such assignee shall for all purposes be regarded as Buyer under this Agreement.

17.5 Entire Agreement and No Third Party Beneficiaries. This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject

matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The Parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the Parties.

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

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

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

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

17.10 **Finders' or Brokers' Fees.** Sellers represent and warrant that if they have engaged the services of any broker or finder to which a commission or other fee is due in connection with any of the transactions contemplated by this Agreement, that Sellers shall pay such fee in connection with the transactions contemplated by this Agreement. Sellers agree to indemnify, defend and hold harmless Buyer against any loss, liability, damage, cost, claim or expense, including interest, penalties and reasonable attorneys' fees that Buyer shall incur or suffer by reason of a breach by Sellers of the representation and warranty set forth above.

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

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

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

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

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

17.16 **Effective Date.** The term “date of this Agreement” or “date hereof” or “Effective Date,” as used in this Agreement, shall mean the later of the following dates: (1) the date of Buyer’s signature on this Agreement; or (2) the date of Sellers’ signatures on this Agreement.

18. Expiration. This offer will expire if not executed by Sellers and Buyer on or before 5:00 p.m. on August 29, 2018.

[Signatures appear on the following page]

SELLERS:

Waltraut U. Koch

Waltraut U. Koch (Jul 3, 2018)

Waltraut U. Koch, Trustee of the Richard Koch Marital Trust

Date: Jul 3, 2018

Sam Armour

Sam Armour (Jul 3, 2018)

Sam Armour, Trustee of the Richard Koch Marital Trust

Date: Jul 3, 2018

BUYER:

CITY OF OLYMPIA, a Washington municipal corporation

Steven R. Hall, City Manager

Date: _____

APPROVED AS TO FORM:

Mark Barber

Mark Barber, City Attorney

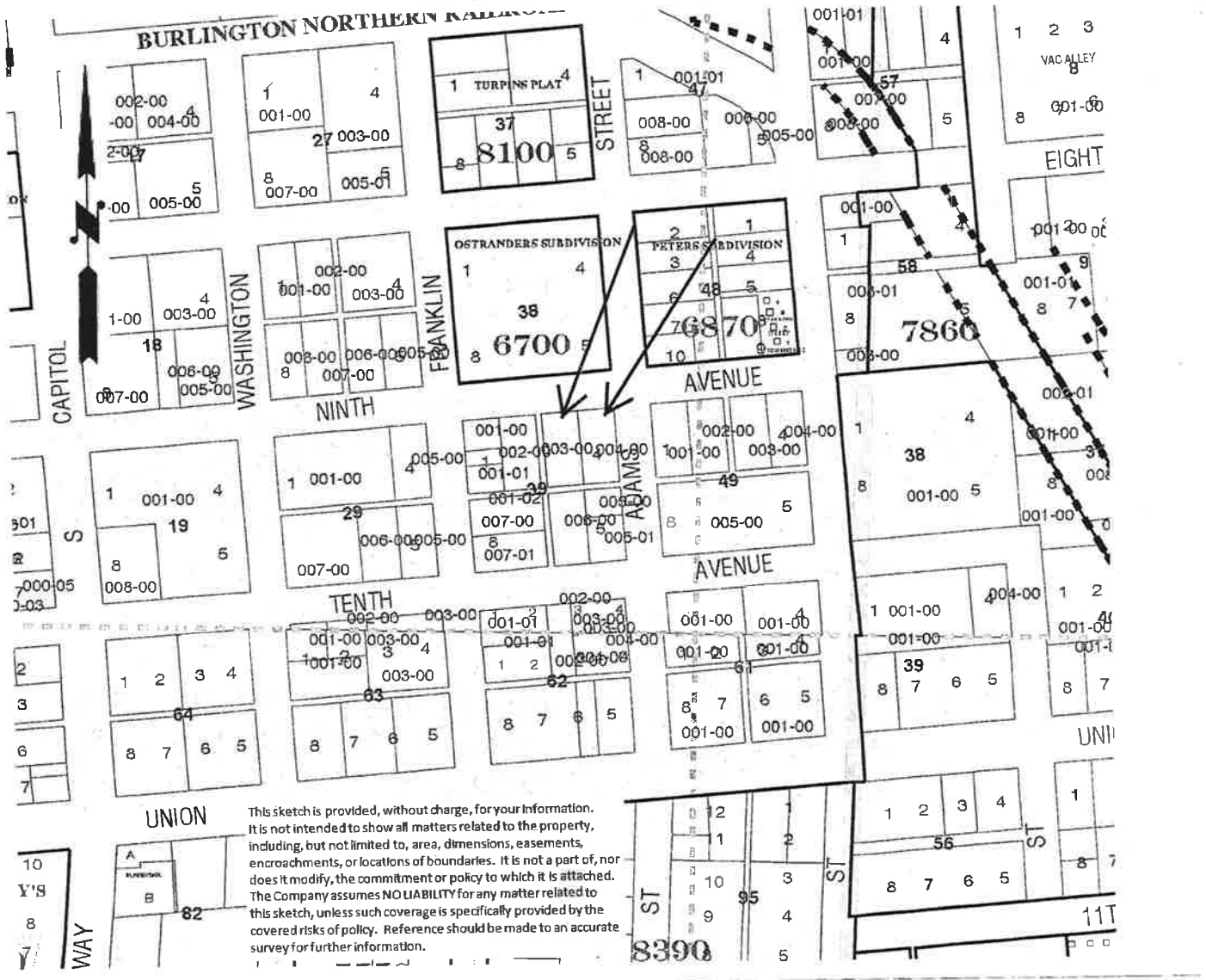
Date: 7/3/2018

EXHIBIT "A"
LEGAL DESCRIPTION

**LOTS 3 AND 4 IN BLOCK 39 OF SYLVESTER'S PLAT OF OLYMPIA, AS
RECORDED IN VOLUME 1 OF PLATS, PAGE 14.**

SITUATE IN THURSTON COUNTY, WASHINGTON.

EXHIBIT "B"
PROPERTY SKETCH



This sketch is provided, without charge, for your information. It is not intended to show all matters related to the property, including, but not limited to, area, dimensions, easements, encroachments, or locations of boundaries. It is not a part of, nor does it modify, the commitment or policy to which it is attached. The Company assumes NO LIABILITY for any matter related to this sketch, unless such coverage is specifically provided by the covered risks of policy. Reference should be made to an accurate survey for further information.

EXHIBIT "C"
DOCUMENTS AND REPORTS

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

EXHIBIT "D"
FORM OF STATUTORY WARRANTY DEED

AFTER RECORDING MAIL TO:

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

Document Title:	Statutory Warranty Deed
Grantors:	Waltraut U. Koch and Sam Armour, Trustees of The Richard Koch Marital Trust
Grantee:	City of Olympia, a Washington municipal corporation
Legal Description:	LOTS 3 & 4 BLK 39 SYLVESTER'S PLAT
Assessor's Tax Parcel Number:	78503900300, 78503900400

The Grantors, **WALTRAUT U. KOCH and SAM ARMOUR, TRUSTEES OF THE RICHARD KOCH MARITAL TRUST**, for and in consideration of the sum of TEN and NO/100---(\$10.00) Dollars, and other valuable considerations, in hand paid, hereby convey and warrant to the Grantee, **CITY OF OLYMPIA**, a Washington municipal corporation, the following described real estate and all rights thereto, situated in the City of Olympia, County of Thurston, in the State of Washington, including all after acquired title:

**LOTS 3 AND 4 IN BLOCK 39 OF SYLVESTER'S PLAT OF OLYMPIA, AS
RECORDED IN VOLUME 1 OF PLATS, PAGE 14.**

SITUATE IN THURSTON COUNTY, WASHINGTON.

Subject to the matters set forth on Exhibit A attached hereto. [Permitted Exceptions to be attached]

DATED this ____ day of _____, 2018.

GRANTORS:

Waltraut U. Koch, Trustee

Sam Armour, Trustee

Exhibit A
Permitted Exceptions





City Council

Approval of a Resolution Authorizing the Purchase of Real Estate Owned by Jeffrey Pust, Diane Pust, Dan Tracy and Diane Tracy

Agenda Date: 7/17/2018
Agenda Item Number: 4.E
File Number: 18-0674

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

Title

Approval of a Resolution Authorizing the Purchase of Real Estate Owned by Jeffrey Pust, Diane Pust, Dan Tracy and Diane Tracy

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing the City Manager to execute all documents necessary to acquire ten acres of real estate from Jeffrey Pust, Diane Pust, Dan Tracy and Diane Tracy.

Report

Issue:

Whether to approve the purchase of real estate from Jeffrey Pust, Diane Pust, Dan Tracy and Diane Tracy for a future park site.

Staff Contact:

Jonathon Turlove, Associate Director, Parks, Arts & Recreation, 360.753.8068
Mark Barber, City Attorney, 360.753.8338

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Jeffrey Pust, Diane Pust, Dan Tracy and Diane Tracy (Sellers) own a 15.81-acre property located at 3135 Kaiser Rd NW, Assessor Parcel No. 09370038000 (see attached Property Location Map). They are proposing to subdivide the property to sell the City ten acres for a park while retaining the remaining 5.81 acres for a home site.

The City would like to purchase this property to expand its inventory of park sites. This is an ideal park site because it has a large, flat, open area ideal for active recreation and also contains several acres of woods that can serve as open space/trails. The site is immediately adjacent to a city-owned,

forested five-acre parcel - this acquisition would provide trail access to that parcel. A neighborhood park has been an acquisition need in this area for some time and this location was identified for a future neighborhood park in the 2016 Parks Plan.

Staff has concluded negotiations with the Seller, and has prepared the Real Estate Purchase and Sale Agreement attached to this staff report. The purchase price is \$450,000.

Neighborhood/Community Interests (if known):

Park land acquisition has been a high priority in Olympia for many years as demonstrated by voter support of tax measures for park land acquisition.

Options:

1. Approve the resolution authorizing the City Manager to execute all documents necessary to acquire ten acres of real estate from Jeffrey Pust, Diane Pust, Dan Tracy and Diane Tracy.
2. Do not authorize the purchase of real estate from Jeffrey Pust, Diane Pust, Dan Tracy and Diane Tracy.
3. Direct staff to seek other options to satisfy the City's need for neighborhood park acreage.

Financial Impact:

Land Acquisition funds allocated in the 2018 Capital Facilities Plan will be used for this acquisition.

Attachments:

Resolution
Agreement
Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
AUTHORIZING THE PURCHASE OF REAL ESTATE OWNED BY JEFFREY AND DIANE PUST
AND DAN AND KELLY TRACY FOR THE CITY OF OLYMPIA**

WHEREAS, the City desires to expand its inventory of open space park acreage; and

WHEREAS, Jeffrey Pust and Diane Pust, husband and wife, and Dan Tracy and Kelly Tracy, husband and wife, (the Sellers) own real property located at 3135 Kaiser Road, NW, in Olympia, Washington, consisting of approximately ten (10) acres (the Property); and

WHEREAS, the Property has a large, flat, open area ideal for active recreation, contains several acres of woods for open space/trail, and would provide trail access to an adjacent five-acre parcel owned by the City; and

WHEREAS, Sellers acknowledge that the Property cannot lawfully be sold to the City until such time as Thurston County approves an application by Sellers for a large lot subdivision; and

WHEREAS, the City and the Sellers have negotiated terms and conditions for the City's purchase of the Property, subject to approval by Thurston County of the Sellers' application for a large lot subdivision; and

WHEREAS, the Olympia City Council hereby accepts terms, among others, to purchase the Sellers' Property for Four Hundred Fifty Thousand Dollars and No Cents (\$450,000.00) U.S., subject to certain conditions;

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

1. The Olympia City Council hereby accepts the terms and conditions negotiated with Jeffrey Pust and Diane Pust, husband and wife, and Dan Tracy and Kelly Tracy, husband and wife, to purchase the real property located at 3135 Kaiser Road, NW in Olympia, Washington, from Jeffrey and Diane Pust and Dan and Kelly Tracy for open space park acreage upon the agreed terms within the real estate purchase and sale agreement.
2. The City Manager is directed and authorized to execute all documents necessary to purchase the aforesaid real property from Jeffrey and Diane Pust and Dan and Kelly Tracy, upon the terms and conditions negotiated in the real estate purchase and sale agreement, and to make any minor modifications consistent with the intent of the real estate purchase and sale agreement as may be necessary, or to correct any scrivener's errors.

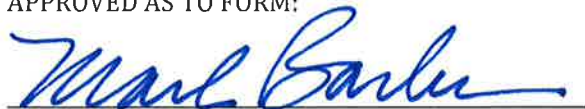
PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of July 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

REAL ESTATE PURCHASE AND SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is between the City of Olympia, a municipality organized under the laws of the State of Washington ("Buyer"), and Jeffrey Pust and Diane Pust, husband and wife, and Dan Tracy and Kelly Tracy, husband and wife ("Sellers"), jointly referred to as "the Parties." This Agreement shall not be effective until the "Effective Date" (as defined in Paragraph 17.16 below).

RECITALS

Sellers are the owners of certain real property located in **Thurston County, Washington**, consisting of approximately 10 acres, more or less, and more particularly described on **Exhibit "A"** (proposed legal description) and as shown on **Exhibit "B"** (proposed sketch) attached hereto and by this reference incorporated herein.

Buyer has determined that the Property is suitable for a public park for recreation and open space purposes for the citizens and residents of the City of Olympia.

Sellers acknowledge that the Property cannot lawfully be sold to Buyer until such time as Thurston County approves an application by Sellers for a large lot subdivision.

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

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

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

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

1.1 **Land.** The approximately ten (10) acres, more or less, constituting the Property legally described as proposed on **Exhibit "A"** to this Agreement and generally shown on a proposed sketch attached as **Exhibit "B"** to this Agreement.

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

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

2. Escrow. Within seven (7) business days following the approval by Thurston County of Sellers' application for a proposed large lot subdivision, the Parties shall confirm that an escrow account is opened for the transaction contemplated by this Agreement with Thurston County Title Company (in such capacity, "Escrow Company"). Darla Wilkins or another designee of Escrow Company will serve as escrow agent for Closing of this Agreement ("Escrow Agent"). The Parties shall deliver a fully executed copy of this Agreement to Escrow Agent.

3. Purchase Price. The purchase price to be paid by Buyer to Sellers for the Property (the "Purchase Price") is **Four Hundred Fifty Thousand Dollars and NO/100 Cents** (\$450,000.00) U.S.

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

5. Closing Date. The Closing (the "Closing") of the purchase and sale of the Property under this Agreement shall be held at the offices of the Escrow Company, and shall occur on a date no later than sixty (60) business days after the approval by Thurston County of Sellers' application for a proposed large lot subdivision (the "Closing Date"), unless an earlier time is agreed between the Parties. Closing shall occur when the Deed (as hereinafter defined) to Buyer is executed and recorded, and the Purchase Price is delivered to the Escrow Company for delivery to Sellers. Notwithstanding anything above to the contrary, in all events, the Closing must occur on or before August 9, 2019.

6. Title and Survey Matters.

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

6.2 Title Review. Within twenty-one (21) business days after Buyer's receipt of the updated Title Binder, Buyer shall review the Title Binder and any surveys of the Property, and shall notify Sellers what exceptions to title, if any, affect the marketability or insurability of the title to the Property or which adversely affect the use of the Property (the "Title Review Period"). If no title matters appear in the updated Title Binder since the initial preliminary commitments, then the Parties shall proceed to Closing as set forth in this Agreement. If any title

matters appear and Buyer objects to any of the same during the Title Review Period, then Sellers shall have ten (10) business days after receiving Buyer's objections to notify Buyer if Sellers will remove any of the exceptions objected to prior to the Closing Date or if Sellers elect not to remove such objected to exceptions. If Sellers shall fail to remove any such exceptions objected to by Buyer from title prior to the Closing Date, and Buyer is unwilling to take title subject thereto, Buyer may elect to either terminate this Agreement, or take title despite the existence of such exception. If Buyer elects to terminate, neither Buyer nor Sellers shall have any further liabilities, obligations or rights with regard to this Agreement which shall then become null and void and of no further force or effect.

6.3 **Title Policy.** At Closing, Sellers and Buyer shall cause Title Company to issue a standard ALTA owner's policy ("Title Policy") to Buyer, at Sellers' cost. The Title Policy shall (a) be satisfactory to Buyer, (b) be issued in the amount of the total Purchase Price and (c) insure fee simple, indefeasible title to the Property in Buyer. The Title Policy shall contain endorsements as Buyer may require. Buyer's obligation to close this transaction shall be contingent on Buyer's approval, in its sole and absolute discretion of the Title Policy required under this Paragraph 6.

7. **Conditions and/or Contingencies to Buyer's Obligations.**

7.1 **Documents and Reports.** Within ten (10) business days after the approval by Thurston County of Sellers' application for a large lot subdivision relating to the Property, Sellers shall deliver to Buyer copies of the documents and reports listed on attached **Exhibit "C"** to this Agreement and in Sellers' possession ("Document Delivery Date"). Sellers shall certify to Buyer, as of the Document Delivery Date, as to any documents listed on **Exhibit "C"** not in Sellers' possession.

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

7.3 **Appraisal of the Property.** Buyer shall have the right to obtain an appraisal after approval by Thurston County of Sellers' application for a large lot subdivision. Time for Closing, as provided in this Agreement, shall be extended to permit sufficient time for Buyer to obtain an appraisal of the Property after Thurston County's approval of Sellers' application for a large lot subdivision. Buyer's appraiser may enter onto the property as is necessary to appraise the Property.

7.4 **Approval of Property/Feasibility Contingency.** Buyer's obligation to purchase the Property shall be subject to and contingent upon Buyer's approval, in its sole and absolute discretion, prior to the expiration of the Contingency Period, of all aspects of the Property, the physical condition of the Property, and documents delivered by Sellers pursuant to Paragraph 7.1 above, or otherwise obtained by Buyer regarding the Property, excluding the approval by Thurston County of Sellers' application for a large lot subdivision of the Property, which contingency shall survive the Contingency Period until Closing as provided in Paragraph 7.7(vi) below. Buyer's approval and obligation to purchase the Property under this paragraph shall be forty-five (45) business days from the Effective Date of this Agreement as defined in Paragraph 17.16 below.

7.5 **Contingency/Feasibility Period.** As used herein, the term "Contingency or Feasibility Period" shall be forty-five (45) business days from the Effective Date of this Agreement as defined in Paragraph 17.16 below.

7.6 **Buyer's Right to Terminate.** If Buyer's conditions set forth in Paragraph 7.4 above are not satisfied in Buyer's sole and absolute discretion, Buyer shall have the right to terminate this Agreement by sending written notice to Sellers and Escrow Agent (such notice referred to as a "Termination Notice") prior to the expiration of the Contingency/Feasibility Period. If Buyer gives its Termination Notice to Sellers, this Agreement shall terminate and neither Buyer nor Sellers shall have any further liability to the other under this Agreement.

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

(i) Prior to Closing, all Contracts (whether written or oral), with respect to the Property shall be terminated in writing, except for any Assumed Contracts. Sellers shall provide Buyer, prior to Closing, with written termination agreements with respect to all Contracts, in a form acceptable to Buyer;

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

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

(iv) At Closing, title to the Property shall be in the condition required by Paragraph 6 of this Agreement and Escrow Agent shall deliver the Title Policy to Buyer; and

(v) At Closing, the forest and ground cover shall be substantially the same as on the Effective Date hereof, ordinary wear and tear excepted.

(vi) At Closing, the Property shall be approved by Thurston County for large lot subdivision and shall be a lawful lot/parcel.

If the conditions set forth in this Paragraph 7 are not satisfied as of Closing and Buyer does not waive the same, Buyer may terminate this Agreement, and thereafter neither Buyer nor Sellers shall have any further liability to the other under this Agreement.

8. Sellers' Representations and Warranties. Sellers hereby make the following representations and warranties, to the best of Sellers' knowledge, which representations and warranties shall be deemed made by Sellers to Buyer also as of the Closing Date:

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

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

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

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

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

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

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

8.8 Leases and Other Agreements. Sellers represent that there are no leases, occupancy agreements, service agreements, licenses, easements, or option agreements with regard to the Property, except those of record or disclosed pursuant to Paragraph 7.1.

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

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

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

8.12 Public Improvements. Sellers have no knowledge of any federal, state, county, municipal or other governmental plans to change the road system in the vicinity of the Property.

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

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

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

9. Covenants of Sellers. Sellers covenant and agree as follows:

9.1 **Perform Obligations.** From the date of this Agreement to the Closing Date, Sellers will perform any monetary and non-monetary obligations they have regarding the Property.

9.2 **No Liens.** From the date of this Agreement to the Closing Date, Sellers will not allow any lien to attach to the Property, nor will Sellers grant, create, or voluntarily allow the creating of, or amend, extend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option or other right affecting the Property or any part thereof without Buyer's written consent first having been obtained.

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

10. Closing.

10.1 **Time and Place.** Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in Paragraph 5 of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

11. Environmental.

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

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

12. **Indemnification.** Sellers shall pay, protect, pay the defense costs of, indemnify and hold Buyer and their successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) the breach of any representation, warranty or agreement of Sellers set forth in this Agreement, (b) the failure of Sellers to perform any obligation required by this Agreement to be performed by Sellers, (c) the

ownership, maintenance, and/or operation of the Property by Sellers prior to the Closing not in conformance with this Agreement, or (d) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the Sellers, their representatives, employees, contractors or suppliers that occurred before Closing; provided, however, that nothing in this Paragraph 12 applies to Losses arising out of the presence of Hazardous Substances on, under, above, or about the Property, including Hazardous Substances that migrate or migrated to or from the Property except as specifically provided in Paragraph 11 above.

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

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

15. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "Notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express, UPS, USPS or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed

given twenty-four (24) hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States mail. Each such Notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Buyer: Steven R. Hall, City Manager
City of Olympia
601 4th Ave E
Olympia, WA 98501
Email: shall@ci.olympia.wa.us

With a copy to: Mark Barber, City Attorney
City of Olympia
601 4th Ave E
Olympia, WA 98501
Email: mbarber@ci.olympia.wa.us

To Sellers: Jeffrey Pust and Diane Pust
1530 Black Lake Blvd SW, #4
Olympia WA 98502
Email: diane.pust@comcast.net

Dan Tracy and Kelly Tracy
3038 32nd Avenue
Olympia WA 98502
Email: tracycom@comcast.net

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

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

17. Miscellaneous.

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

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

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

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

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

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

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

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

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

17.10 Finders' or Brokers' Fees. Sellers represent and warrant that if they have engaged the services of any broker or finder to which a commission or other fee is due in connection with any of the transactions contemplated by this Agreement, that Sellers shall pay such fee in connection with the transactions contemplated by this Agreement. Sellers agree to

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

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

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

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

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

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


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

18. **Expiration.** This offer will expire if not executed by Sellers and Buyer on or before 5:00 p.m. on July 20, 2018.


[Signatures appear on the following page]

SELLERS:


JEFFREY PUST, a married person


Date: 7/9/2018


DIANE PUST, a married person


Date: 7/9/2018

DAN TRACY, a married person


Date: 7-9-18

KELLY TRACY, a married person


Date: 7/9/2018

BUYER:

CITY OF OLYMPIA, a Washington
municipal corporation

Steven R. Hall, City Manager

Date: _____

APPROVED AS TO FORM:



Mark Barber, City Attorney

Date: 7/9/2018

EXHIBIT "A"
PROPOSED LEGAL DESCRIPTION

PARCEL 2 OF SHORT SUBDIVISION NO. SS1122, AS RECORDED MARCH 23, 1979 UNDER AUDITOR'S FILE NO. 1071468, RECORDS OF THURSTON COUNTY, WASHINGTON; EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE SOUTH 01° 53' 08" WEST ALONG THE BOUNDARY OF SAID PARCEL 2 A DISTANCE OF 745.41 FEET AND SOUTH 87° 51' 08" EAST 400.00 FEET AND SOUTH 01° 53' 08" WEST 261.00 FEET; THENCE NORTH 87° 51' 08" WEST 558.41 FEET; THENCE NORTH 03° 07' 47" EAST 1006.86 FEET TO THE NORTH LINE OF SAID PARCEL 2; THENCE SOUTH 87° 43' 27" EAST 136.54 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS LOT 1 OF PROPOSED LARGE LOT SUBDIVISION. CONTAINING 10.00 ACRES.

SITUATE IN THURSTON COUNTY, WASHINGTON.

EXHIBIT "C"
DOCUMENTS AND REPORTS

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

EXHIBIT "D"
FORM OF STATUTORY WARRANTY DEED

AFTER RECORDING MAIL TO:

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

Document Title:	Statutory Warranty Deed
Grantors:	Jeffrey Pust and Diane Pust, husband and wife; Dan Tracy and Kelly Tracy, husband and wife
Grantee:	City of Olympia, a Washington municipal corporation
Abbreviated Legal Description:	XXXX
Assessor's Tax Parcel Numbers:	XXXX

The Grantors, **JEFFREY PUST and DIANE PUST**, husband and wife, and **DAN TRACY and KELLY TRACY**, husband and wife, for and in consideration of the sum of TEN and NO/100--- (\$10.00) Dollars, and other valuable considerations, in hand paid, hereby conveys and warrants to the Grantee, **CITY OF OLYMPIA**, a Washington municipal corporation, the following described real estate and all rights thereto, situated in the City of Olympia, County of Thurston, in the State of Washington, including all after acquired title:

PARCEL 2 OF SHORT SUBDIVISION NO. SS1122, AS RECORDED MARCH 23, 1979 UNDER AUDITOR'S FILE NO. 1071468, RECORDS OF THURSTON COUNTY, WASHINGTON; EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE SOUTH 01° 53' 08" WEST ALONG THE BOUNDARY OF SAID PARCEL 2 A DISTANCE OF 745.41 FEET AND SOUTH 87° 51' 08" EAST 400.00 FEET AND SOUTH 01° 53' 08" WEST 261.00 FEET; THENCE NORTH 87° 51' 08" WEST 558.41 FEET; THENCE NORTH 03° 07' 47" EAST 1006.86 FEET TO THE NORTH LINE OF SAID PARCEL 2; THENCE SOUTH 87° 43' 27" EAST 136.54 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS LOT 1 OF PROPOSED LARGE LOT SUBDIVISION. CONTAINING 10.00 ACRES.

IN THURSTON COUNTY, WASHINGTON.

Subject to the matters set forth on Exhibit A attached hereto. [Permitted Exceptions to be attached]

DATED this ____ day of _____, 2018.

GRANTORS:

Jeffrey Pust, a married person

Diane Pust, a married person

Dan Tracy, a married person

Kelly Tracy, a married person

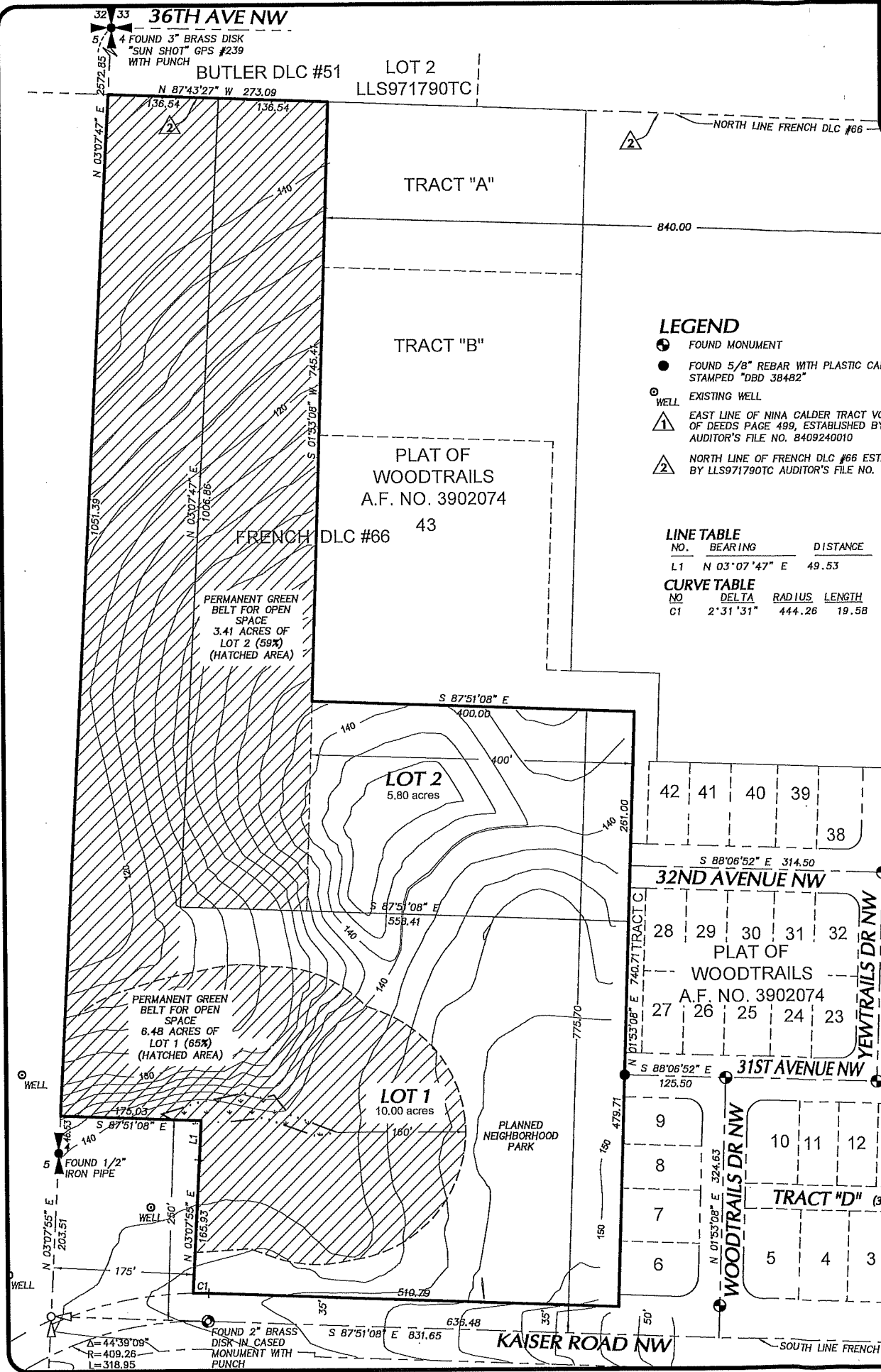
STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **Jeffrey Pust and Diane Pust**, husband and wife, and **Dan Tracy and Kelly Tracy**, husband and wife, are the persons who appeared before me, and that said persons acknowledged that they signed this instrument, and on oath stated that they are authorized to execute this instrument, and acknowledged it as their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____ 2018.

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

Exhibit A
Permitted Exceptions



THURSTON COUNTY LARGE LOT NO. PRELIMINARY

QUARTER/QUARTER	QUARTER	SECTION	TOWNSHIP	RANGE
NW SW	SW NW	4	18N	2W W.M.

ORIGINAL TRACT ASSESSOR'S PARCEL NO. 09370038000

DESCRIPTION
 PARCEL 2 OF SHORT SUBDIVISION NO. SS1122, AS RECORDED MARCH 23, 1979 UNDER AUDITOR'S FILE NO. 1071468, RECORDS OF THURSTON COUNTY, WASHINGTON.

SITE DATA
 ASSESSOR PARCEL NO.09370038000
 ZONING.....R1/5
 TOTAL AREA.....15.81 ACRES
 AREA OF WETLAND.....0.10 ACRES
 NET AREA.....15.71 ACRES
 TOTAL NO. LOTS.....2
 DENSITY.....1 D.U. PER 15.71 NET ACRES
 TOTAL BUILDING COVERAGE.....3,500 SQ FEET
 TOTAL IMPERVIOUS COVERAGE (INCLUDING BUILDINGS) 6,500 SQ FEET
 BUILDING COVERAGE PER LOT 3,500 SQ. FEET (1.0%)
 IMPERVIOUS COVERAGE PER LOT 3,000 SQ. FEET (1.5%)
 ESTIMATED GRADING
 CUT.....100 CUBIC YARDS
 FILL.....100 CUBIC YARDS
 SEWER.....CITY OF OLYMPIA
 WATER.....CITY OF OLYMPIA

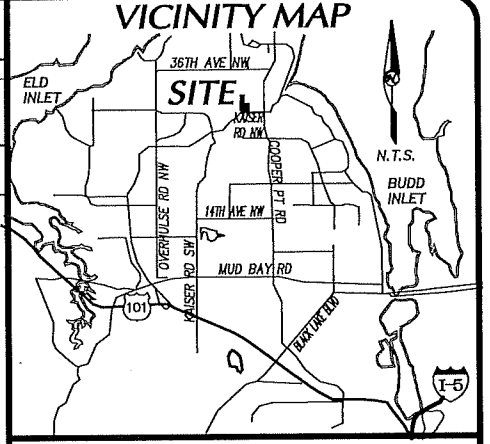
- LEGEND**
- FOUND MONUMENT
 - FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "DBD 38482"
 - ⊙ WELL EXISTING WELL
 - △ EAST LINE OF NINA CALDER TRACT VOLUME 91 OF DEEDS PAGE 499, ESTABLISHED BY SURVEY AUDITOR'S FILE NO. 8409240010
 - △ NORTH LINE OF FRENCH DLC #66 ESTABLISHED BY LLS971790TC AUDITOR'S FILE NO. 3172759

LINE TABLE

NO.	BEARING	DISTANCE
L1	N 03°07'47" E	49.53

CURVE TABLE

NO	DELTA	RADIUS	LENGTH
C1	2°31'31"	444.26	19.58



CONDITIONS OF APPROVAL

- NOTE:**
- THE PERMANENT GREEN BELT SHOWN HEREON REPRESENTS 9.89 ACRES 63% OF THE GROSS AREA OF THE SITE. PURSUANT TO CHAPTER 23.04.062 A MINIMUM OF 60% SHALL BE PROVIDED. THE EXISTING VEGETATION SHALL BE PRESERVED WITHIN SAID GREEN BELT. THIS RESTRICTION SHALL BE NOTED IN THE DEED TO EACH LOT
 - ALL KNOWN WATER SUPPLIES WITHIN 200' ARE SHOWN HEREON. RECORDS WERE OBTAIN FROM THURSTON COUNTY FOR ALL ADJOINING PROPERTIES AND CITY OF OLYMPIA RECORDS.
- SURVEYORS NOTES**
- TITLE INFORMATION DEPICTED OR NOTED ON THIS SURVEY ARE BASED ON COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, THROUGH THEIR AGENT, THURSTON COUNTY TITLE COMPANY DATED NOVEMBER 3, 2017 UNDER ORDER NO. TC13347.
 - A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO EASEMENT GRANTED TO PUGET SOUND POWER AND LIGHT COMPANY, RECORDED UNDER AUDITOR'S FILE NO. 508421.
 - A PORTION OF THE LAND DESCRIBED HEREON IS SUBJECT TO EASEMENT FOR SLOPES AS GRANTED TO THURSTON COUNTY BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 853587.
 - THE LAND DESCRIBED HEREON IS SUBJECT OT DECLARATION OF SHORT SUBDIVISION AND COVENANTS RECORDED UNDER AUDITOR'S FILE NO. 1071568.

- SURVEY REFERENCES:**
- COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATION TITLE INSURANCE COMPANY, THROUGH THEIR AGENT, THURSTON COUNTY TITLE COMPANY DATED NOVEMBER 3, 2017 UNDER ORDER NO. TC13347
 - PLAT OF WOODTRAILS RECORDED UNDER AUDITOR'S FILE NO. 3902074
 - LARGE LOT SUBDIVISION NO. LLS971790TC RECORDED UNDER AUDITOR'S FILE NO. 3172754
 - SHORT SUBDIVISION NO. SS05115896TC RECORDED UNDER AUDITOR'S FILE NO. 3795920
 - LARGE LOT SUBDIVISION NO. LLS961002TC RECORDED UNDER AUDITOR'S FILE NO. 3137469
 - PLAT OF WOODLANDS END RECORDED UNDER AUDITOR'S FILE NO. 3919396

BASIS OF BEARINGS:
 PLAT OF WOODTRAILS RECORDED UNDER AUDITOR'S FILE NO. 3902074

VERTICAL DATUM
 THURSTON COUNTY
 PHOTOGRAMMERTY

SCALE: 1"=100 FEET

0 50 100 200

THIS SURVEY WAS CONDUCTED BY FIELD TRAVERSE METHODS USING A LEICA THREE SECOND TOTAL STATION SURVEY INSTRUMENT IN MARCH, 2018. THE RESULTS OF THIS SURVEY EXCEED THE STANDARDS CONTAINED IN WAC 332.130.090.

HATTON GODAT PANTIER
 ENGINEERS AND SURVEYORS
 3910 MARTIN WAY E, SUITE B
 OLYMPIA, WA 98506
 TEL: 360.943.1599 FAX: 360.357.6299
 hattonpantier.com

COMMUNITY PLANNING & ECONOMIC DEVELOPMENT DEPT. DATE

TREASURER'S CERTIFICATE
 I HEREBY CERTIFY THAT ALL TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID

THURSTON COUNTY TREASURER DATE

AUDITOR'S CERTIFICATE
 Filed for record this ___ day of _____, 20___ at the request of Hatton Godat Pantier

Auditor's File No. _____

Deputy _____ County Auditor

SURVEYOR'S CERTIFICATE
 I hereby certify that this Large Lot Map is based upon an actual survey and subdivision of a portion of Section 4, Township 18 North, Range 2 West, W.M. at the request of Tracy Construction Company that the distances and courses shown hereon are correct; that the lot corners have been staked on the ground with 5/8" rebar and plastic caps.

JEFF S. PANTIER
 PROF. REG. L.S. #28073
 DATE 5/1/18
 17-098



City Council

Approval of a Resolution Authorizing an Interlocal Agreement with the Washington State Department of Natural Resources for Forest Land Wildfire Mutual Aid Response

Agenda Date: 7/17/2018
Agenda Item Number: 4.F
File Number: 18-0680

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

Title

Approval of a Resolution Authorizing an Interlocal Agreement with the Washington State Department of Natural Resources for Forest Land Wildfire Mutual Aid Response

Recommended Action

Committee Recommendation:

Not referred to committee.

City Manager Recommendation:

Move to approve a resolution authorizing the City Manager to sign the agreement with the Washington State Department of Natural Resources for Forest Land Wildfire Mutual Aid Response.

Report

Issue:

Whether to approve an interlocal agreement with the State Department of Natural Resources for mutual aid response that will support Olympia Fire Department with resources to extinguish and to investigate the cause of fires in the Urban Wildland interface areas of the City. (See below for description of such land within the City).

Staff Contact:

Greg Rightmier, Battalion Chief of Training, 360.709.2703

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Department of Natural Resources (DNR) collects property taxes on certain lands and are statutorily charged with the protection of those lands from wildfire. Within the City of Olympia limits and/or Urban Growth Area (UGA) are land parcels that are individually or contiguously greater than five acres and have harvestable size timber stands. The ownership of those lands varies, however both agencies respond to fire incidents on those lands. Such areas exist north of Providence St.

Peter Hospital, Watershed and Priest Point parks, LBA Woods, and areas both north and south of the City on the west side.

In years past, the City of Olympia Fire Department has taken a lead role in the extinguishment of fires on these parcels and has worked with mutual aid partners and the DNR to access manpower, equipment and technical expertise, without working out the details in advance.

In the event of a fire on “protected forest land” within the City, or if a fire originating on “protected forest land” extends to the City, the incident commanders from the City and DNR would join together to create a “unified command” to manage the situation. A unified command allows the City to remain in control of the situation for the City while working cooperatively with the DNR commander with their suite of resources and responsibility for the “protected forest land”. Unified command is a common approach to complex or multi-jurisdictional situations. Unified Command provides a framework for cooperation “on the scene” just as the interlocal agreement provides a framework for cooperation at the administrative level.

The attached standardized Interlocal agreement provides the legal and practical framework that DNR uses to guide the operations in these Wildland Urban Interface areas with fire departments and districts throughout the state. During an emergency, when structures and the environment are at risk, is not the opportune time to work out agreements regarding resource ordering, incident authority and reimbursement processes. This agreement specifies how the City of Olympia Fire Department and the DNR will cooperate, as mutual aid partners, during an emergency response. The agreement provides guidelines on how resources are ordered, how unified command is used to share the responsibility of leading the response and how that responsibility is transferred. While the intent of the agreement is mutual aid without the need for reimbursement, the agreement sets forth details on payment rates and invoice processing should the need arise.

By entering into this agreement, the City of Olympia will be better prepared in the event of a wildfire within our City limits. Should the City need outside resources or be part of a mutual aid response outside the City, the agreement will provide the mechanism for those services to be reimbursed by DNR.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Approve the resolution and authorize the City Manager to sign the agreement.
 - a. With the agreement in place, The City will be able to receive and give mutual aid in a standardized fashion with clear guidelines for incident command, resource ordering and cost sharing.
2. Do not approve the resolution and send the agreement back to staff for additional work.
 - a. Pre-incident planning and development of standard operating procedures will be delayed.
 - b. Operational readiness for wildfire urban interface response will remain as it has in the past.

Financial Impact:

If there is a wildland fire within the city limits that requires expensive resources such as aviation

assets, heavy equipment or hand crews, the city will be liable for those expenditures until or unless payment by DNR can be negotiated at the time. With this agreement in place those negotiations are not needed. A standard cost sharing formula is already in place.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A FOREST LAND RESPONSE AND GRANT AGREEMENT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES (DNR) FOR FOREST LAND WILDFIRE MUTUAL AID RESPONSE

WHEREAS, the Department of Natural Resources (DNR) collects property taxes on certain lands within the City of Olympia and is statutorily charged with the protection of those lands from wildfire; and

WHEREAS, some of these parcels, such as the woods around Grass Lake and the Percival Creek water shed, fall into the definition of "forest lands"; and

WHEREAS, in years past, the City of Olympia Fire Department has taken a lead role in the extinguishment of fires on these parcels and has worked with mutual aid partners and DNR to access manpower, equipment and expertise; and

WHEREAS, the Forest Land Response and Grant Agreement provides a legal and practical framework to guide operations in these wildland urban interface areas and provides guidelines on how resources are to be ordered, who has the responsibility of leading the response and how that responsibility is transferred along with details on payment rates and invoice processing; and

WHEREAS, by entering into this Interlocal Agreement, the City will be better prepared in the event of a wildfire within our City limits,

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

1. The Olympia City Council hereby approves the form of Forest Land Response and Grant Agreement between the City of Olympia and DNR for wildfire mutual aid response and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Forest Land Response and Federal Grant Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Forest Land Response and Federal Grant Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



WILDFIRE

FOREST LAND RESPONSE AGREEMENT & FEDERAL GRANT AGREEMENT

Agreement No. 93-097293

This Agreement is entered into between the state of Washington, Department of Natural Resources, **South Puget Sound Region**, hereinafter referred to as DNR, and **City of Olympia**, hereinafter referred to as District/Department.

Authority: This Agreement is entered into by DNR under the authority of RCW 76.04.135, RCW 76.04.610(3); by the District/Department under the authority of RCW 52.12.031, RCW 52.12.125 and RCW 35.21.010; and DNR and District/Department in conformity with RCW 39.34, the Interlocal Cooperation Act.

In consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

- 1. Purpose:** The purpose of this Agreement is to (1) provide for mutual assistance and cooperation in the control and suppression of forestland fire and therefore to contract for the District/Department to provide fire protection services to an area within the jurisdiction of DNR and located in, or adjacent to, the District/Department and to contract for the DNR to assist in fire protection services on forestland within District/Department jurisdiction; (2) dispatch and pay for fire service resources outside the fire service District/Department jurisdictional boundaries; and, (3) provide District/Department assistance by: the sub-loan of all federal excess property by DNR under the Federal Property and Administrative Services Act of 1949, as amended (P.L. 94-519) and section 7 of the Cooperative Forestry Assistance Act of 1978 (P.L. 95-313); the transfer of ownership of firefighting property by DNR under the Rural Fire Department Equipment Priority Act, 10 USC 2576b; the distribution of funds under section 10(b)(3) of the Cooperative Forestry Assistance Act as amended by the Forest Stewardship Act of 1990 (P.L. 101-624) for the Volunteer Fire Assistance Program; the distribution of funds under Department of the Interior and Related Agencies Appropriations Act (P.L. 106-291) for the Rural Fire Assistance Program; and, the distribution of funds under the State Fire District Assistance Program under RCW 76.04.610(3).
- 2. Scope:** This Agreement pertains to forestland fire incidents within or adjacent to the District/Department boundaries and to resources ordered through the DNR region for dispatch outside of District/Department boundaries, to District/Department support provided by DNR, and Federal/State Grant Programs managed by DNR. "Forestland", as used in this Agreement, is as the term is defined by RCW 76.04.005.

3. **Jurisdictional Responsibility:** Within or adjacent to the District/Department's boundaries, the statutory jurisdictional responsibility for fire control on forestland varies. It may be:
- (1) **Sole DNR Jurisdiction:** Land subject to Forest Fire Protection Assessment and not within the boundaries of the District/Department.
 - (2) **Sole District Jurisdiction:** Land subject to District/Department fire protection district levy and not subject to Forest Fire Protection Assessment.
 - (3) **Joint Jurisdiction:** Lands subject to Forest Fire Protection Assessment and within the boundaries of the District/Department.
4. **Fire Incident Response:**
- (1) **Sole DNR Jurisdiction:** In the event of a fire emergency in a sole DNR jurisdiction area, the DNR will respond. The District/Department may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. DNR may request response from the District/Department to gain timely initial attack and control action, or to supplement DNR resources.
 - (2) **Sole District/Department Jurisdiction:** In the event of a fire emergency in a sole District/Department jurisdiction area, the District/Department will respond. DNR may respond to provide immediate control action, minimize fire loss, and thereby indirectly protect its own jurisdiction area. The District/Department may request that DNR provide supplemental resources for fire emergency operations and support.
 - (3) **Joint Jurisdiction:** In the event of a fire emergency in a joint jurisdiction area, both DNR and the District/Department will respond, subject to the availability of resources.
5. **Off-Season Incidents:** "Off-Season" as used in this Agreement is defined as the period from October 16 through June 15. These dates may be altered by mutual consent of the signatory parties.
- (1) **Sole DNR Jurisdiction:** The DNR will respond and conduct necessary fire suppression operations depending on the availability of resources and the threat to forestland. The DNR may request District/Department response, subject to availability, to provide additional suppression resources.
 - (2) **Sole District/Department Jurisdiction:** The District/Department will respond and conduct necessary fire suppression operations. The District/Department may request DNR response, subject to availability, for fire investigation or additional suppression resources.
 - (3) **Joint Jurisdiction:** The District/Department will respond and conduct necessary fire suppression operations. DNR will respond depending on the availability of resources and the threat to forestland.

6. Command:

- (1) **Sole DNR Jurisdiction Incidents:** When the District/Department is the first arriving agency; the District/Department on-site initial responders shall establish command until released by a representative of DNR.
- (2) **Sole District/Department Jurisdictional Incidents:** When DNR is the first arriving agency; the DNR on-site initial responders shall establish command until released by a representative of the District/Department.
- (3) **Joint Jurisdiction Incidents:** The first arriving agency initial responders shall establish command and, upon the arrival of the other agency, unified command will be established and used for incident management.

7. Fire Control and Suppression:

- (1) **Containment:** “Containment” is defined as the achievement of an established control line which, under prevailing conditions, can be reasonably expected to check the spread of the fire to structures and forestlands, e.g., cold trail, wet line, line to mineral soil, natural barriers, or combinations of these. As used herein, “under prevailing conditions” includes consideration of resources available for continued operations.

“Containment time” will be determined by the incident commander or, if operating under unified command, by mutual agreement of unified command.

- (2) **Contained Forest Land Fires:** When containment of forestland fire is achieved, District/Department resources will be released from the incident for return to service and availability for initial alarm response/attack; provided, however, DNR may request that District/Department resources be retained to assist in incident mop-up.
- (3) **Special Resources:** “Special resources” include air resources, dozers and heavy equipment, or other resources deemed necessary to contain and control the fire.
- (4) **Ordering:** Prior to the arrival of DNR at the incident, the initial attack incident commander may order special resources through DNR. That decision shall be documented and payment authorized (see Section 11 of this Agreement) by DNR prior to the mobilization of special resources.

8. Operations Guidelines: Representatives of the District/Department and DNR shall mutually develop operations guidelines that provide principles, direction and guidance for the conduct of fire control operations. The operations guidelines shall be reviewed at least annually, and revised as necessary to achieve cooperation and understanding. See Attachment A for Operating Guidelines, which is incorporated by reference herein.

9. Fire Investigation: The District/Department and DNR agree to protect the origin area of any fire to the best of its ability. Fires will be jointly investigated when an incident

originated in a joint jurisdiction area. A DNR fire investigator may investigate fires originating on, spreading to or threatening land subject to Forest Fire Protection Assessment, i.e., sole DNR or joint jurisdiction areas.

10. Costs:

- (1) **Charges Not Required:** The purpose of this Agreement is mutual assistance and cooperation in the control and suppression of fires (see Section 1), and in most instances resource costs will not be charged to the other party. However, there may be circumstances or conditions where the District/Department or DNR desires or is required to charge for resource costs (as described in Subsections (2), (3), and (4) below) and in such event the provisions of this Section 10 apply.
- (2) **Sole DNR Jurisdiction:** If the District/Department responds, DNR will pay for District/Department personnel and equipment costs as provided in Section 11.
- (3) **Sole District/Department Jurisdiction:** If DNR responds, the District/Department will pay for DNR personnel and equipment costs as provided in Section 11.
- (4) **Joint Jurisdiction:**
 - (a) **Initial Attack to Containment Time:** Each Party will pay its own costs.
 - (b) **After Containment:** After containment, DNR will pay District/Department personnel and equipment costs, which are requested by DNR for mop-up operations as provided in Section 11.

11. Cost Reimbursement Procedures: All provisions within this Agreement for reimbursement of costs are subject to the following conditions:

- (1) **Notice:** Prior to costs being incurred as allowed by this Agreement, notice of such expenditure must be given to the on-scene incident commander of the requesting agency prior to the expenditure or commitment of funds.
- (2) **Invoice:** Any resource provider costs, which are to be billed, must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.

12. Cost Reimbursement Rates: District/Department volunteer personnel will be reimbursed by DNR at the DNR Wage and Equipment Rates as “Emergency Firefighters.”

Equipment costs shall be paid to the resource provider at the DNR Wage and Equipment Rates or as otherwise agreed to in writing by the respective authorized agency representatives.

Career/permanent and seasonal personnel costs will be reimbursed to the resource provider at the resource provider’s actual total cost.

13. **Federal Excess Personal Property:** Upon request from the District/Department, and subject to its compliance with the requirements imposed by law and this Agreement to administer, account for, use and dispose of Federal Excess Personal Property (FEPP), DNR will sub-loan FEPP to the District/Department on a most needed basis. See Attachment B - Federal Excess Personal Property, which is incorporated by reference herein.
14. **Firefighter Property Program:** Upon request from the District/Department, and subject to its compliance with the requirements imposed by law and this Agreement to administer, account for, use and dispose of Department of Defense (DOD) excess firefighting and firefighting support equipment acquired by DNR under the Firefighter Property Program (FFP), DNR will transfer such equipment to the District/Department on a most needed basis. See Attachment C - Firefighter Property Program, which is incorporated by reference herein.
15. **Assistance Grants:** Volunteer Fire Assistance (VFA) and Rural Fire Assistance (RFA) are Federal grant programs administered by DNR that provide funds for fire equipment, training, and initial fire department organization to fire departments serving small communities under 10,000 in population. Fire District Assistance (FIREDAC) is State funding for fire districts administered by DNR for the same purposes. Eligible District/Departments may apply for assistance grant projects each year, under the terms and conditions provided to District/Departments on the DNR Fire District Assistance website at www.dnr.wa.gov. If approved for funding, the District/Department must comply with all program requirements some of which are identified on the website and described in Attachment D – Assistance Grants, which is incorporated by reference herein.
16. **Insurance:** DNR is an agency of the state of Washington and is therefore self-insured under the State’s Self-Insurance Liability Program. The District/Department shall, at all times during the term of this Agreement at its sole cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the Agreement at DNR’s option. If the District/Department is self-insured, evidence of its status as self-insured will be provided to DNR, and if deemed acceptable by DNR, shall satisfy the insurance requirements specified by this Section. The limits of insurance to be bought and maintained by the District/Department shall not be less than as follows:

Minimum Coverage Requirements: These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of these minimum limits of coverage does not relieve the District/Department from liability for losses and settlement expenses greater than these amounts. DNR shall not be charged for the cost for insurance coverage(s).

District/Department is required to purchase insurance for a period of 36 months after completion of this Agreement. This requirement may be satisfied by the continuous purchase of an extended agreement. This requirement may be satisfied by the continuous purchase of an extended reporting period. During the term of the Agreement, District/Department must purchase and maintain the insurance coverage and limits specified below:

- (1) **Commercial General Liability (CGL) Insurance.** District/Department must purchase and maintain CGL on an Insurance Services Office (ISO) form CG 00 01 or equivalent form, covering liability arising from premises, operations, independent contractors, personal injury, products-completed operations, and liability assumed under an insured contract. Such insurance must be provided on an occurrence basis. If insurance is written on a “claims made” basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. Insurance must include liability coverage with limits not less than those specified below:

<u>Description</u>	<u>Dollar Amount</u>
General Aggregate Limit (Other than products-completed operations)	\$2,000,000
Each Occurrence Limit	\$2,000,000

- (2) **Business Auto Policy (BAP) Insurance:** If activities pursuant to this Agreement involve the use of vehicles, to include FEPP vehicles, the District/Department must purchase and maintain a BAP on an Insurance Services Office (ISO) form CA 00 01 or equivalent form. If insurance is written on a “claims made” basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Agreement. The Description of Covered Autos must include one or more of the following:

- A. “Any Auto” (Symbol 1).
- B. If District/Department-owned personal vehicles are used, the BAP must cover “Owned Autos Only” (Symbol 2)
- C. If District/Department hires autos, the BAP must cover “Hired Autos Only” (Symbol 8)
- D. If District/Department employee’s vehicles are used, the BAP must cover “Non-Owned Autos Only” (Symbol 9)

Such insurance must be provided on an occurrence basis. The BAP insurance must include liability coverage with limits not less than those specified below. The District/Department is responsible for any deductible.

<u>Description</u>	<u>Each Accident</u>
Bodily Injury and Property Damage	\$1,000,000

- (3) **Workers Compensation Insurance:** The District/Department shall comply with all state of Washington workers compensation statutes and regulations. Coverage shall be provided for all employees of the District/Department and shall include bodily injury (including death) that arises out of or in connection with the performance of this Agreement.

17. **Service Limitations.** The responses and fire suppression services provided for under this Agreement are intended to be rendered on the same basis as such services are rendered to other areas within the District/Department or DNR jurisdictions and neither party assumes liability for failure to provide services by reason of any circumstances beyond

the party's control. In the event of simultaneous fires or medical aid calls within the areas covered by this Agreement whereby facilities of either party are taxed beyond the party's ability to render equal protection, the officers and agents of the party shall have sole discretion as to which call shall be answered first. The responding party shall have sole discretion to determine the manner and method of responding to and handling emergencies under this Agreement consistent with the Command Section 6 of this Agreement.

18. **Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
19. **Renegotiation and Modification:** The terms and conditions of this Agreement may be renegotiated at the request of either Party between January 1 and March 1 of any year. Any modification or amendment of this Agreement must be in writing and must be signed by duly authorized agents of the Parties.
20. **Assignment and Delegation:** This Agreement, or any right or interest therein, may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party. Any attempted assignment shall be void unless made in strict conformity with this section.

Either Party may perform its duty through a delegate or agent, but shall not be thereby relieved of any duty to perform or any liability for breach of this Agreement.
21. **Remedies:** Any remedy exercised by either Party shall not be deemed exclusive and either Party may pursue any and all other remedies available to it under the law.
22. **Compliance with Laws:** Parties shall comply with all applicable federal and state laws, rules and regulations that govern each component of this Agreement.
23. **Non-Waiver:** Waiver by either Party of strict performance of any provision of this Agreement shall not act as a waiver of the right of the other Party to require future strict performance of the same provision or any other provision.
24. **Interpretation and Venue:** This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. The venue of any action brought under this Agreement shall be in the Superior Court of Thurston County.
25. **Severability:** If any provision of this Agreement is held to be invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision(s), and to this end the provisions of this Agreement are declared severable.
26. **Termination:** This Agreement may be terminated by either Party by the provision of ninety (90) days written notice, provided that neither Party may terminate this Agreement at any time between April 15 and October 15 of any year due to the fire danger during this period.

27. Term of Agreement: This Agreement shall be effective from the date of the last signature for a term of five years unless otherwise terminated in accordance with the terms of this Agreement.

28. Agreement Managers:

The Agreement Manager for the District/Department is:

Name: Greg Wright

Title: Fire Chief

Telephone: 360-753-8348

The Agreement Manager for the DNR is:

Name: Jane Potter

Title: Fire Regulations/Dispatch Coordinator

Telephone: 360-802-7030

This Agreement supersedes all previous agreements.

Signatures:

CITY OF OLYMPIA

Dated _____, 20 _____

By _____

Signature

Steven R. Hall

Print Name

City Manager

Title

Approved as to Form

Dated 7/10, 20 18

By Mark Barber

Signature

Mark Barber

Print Name

City Attorney

Title

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Dated _____, 20 _____

By _____

Signature

Name _____

Title _____

Attachment A
Operations Guidelines
Forestland Response Agreement

**Dispatch and Payment for Fire Service Resources outside the
Fire Service District/Department Jurisdictional Boundaries**

Department of Natural Resources (DNR) agrees to dispatch paid Fire Service District/Department resources to incidents outside of the Fire Service Districts/Departments' jurisdictional boundaries as needed to meet DNR's responsibilities and as approved by the Fire Service District/Department. Participation by a Fire Service District/Department in wildfire assignments outside its jurisdiction is voluntary and separate from involvement in State Fire Mobilization.

This agreement extends to:

- Washington Fire Service (WFS) paid members who participate on the Northwest Interagency Incident Management Teams (NWIMT) (member/alternate pool/trainee) or Washington State Prevention Teams are dispatched through DNR.
- Members of NWIMT/Prevention Teams (includes alternate pool and trainees) who are Fire Service volunteers will need to enter into a separate individual agreement with DNR.
- Two options are covered under this agreement at the following rates:
 - Interagency Wage & Equipment Rates, or
 - If paid by Fire District, Special Rates to include:
 - Wildland Firefighter I, Firefighter II, and Truck Drivers \$ _____.
 - Single Resource Boss \$ _____.
- WFS members qualified as task force/strike team leaders or above;
- WFS Engines and other equipment as ordered through the DNR Region.

The Fire Service District/Department agrees:

- 1) All personnel dispatched outside of their jurisdictional boundaries will have a valid Incident Qualification Card (red card) stating current qualifications; and will adhere to qualifications and standards described in PMS 310-1;
- 2) To provide a copy of the Master IQS Record for each participating employee (needed for ROSS statusing);
- 3) Keep equipment and personnel status current in the Resource Ordering Status System (ROSS) by selecting option a. or b. as the preferred option. (Check one):
 - a. DNR Region will give Web-Status rights – login and password - to your fire District/Department to enable you to Web-Status your employees. You can decide which employees to share the login and password with; update status as necessary.
 - b. DNR Region will status your employees. For this option, you would need to provide DNR Region Dispatch with the status of your employees every Monday

by 1200 hours. Dispatch would then update their status in ROSS for that week (0800 Tuesday to 0800 Tuesday).

- 4) Notify DNR Region of any changes in status of personnel/equipment, i.e.; dispatched/demob under State Fire Mobilization, demob & ETA home from incidents dispatched thru DNR, etc.
- 5) All District/Department employees IE: career, seasonal, part time, etc. and equipment dispatched will be paid by the Fire Service District/Department.
- 6) Invoice for overhead personnel will include:
 - a. Original Emergency Fire Time Report (OF-288); hourly wage rate (regular and OT) for personnel hours on the OF-288; other travel costs (meals, lodging not provided by the incident) must be documented with receipts.
 - b. Original shift ticket documenting mileage to/from incident as well as mileage incurred on the incident signed by the incident supervisor.
 - c. Copy of Resource Order card.
- 7) Invoice for equipment (engines/tenders) will include Original Emergency Equipment Rental Form (OF-286) and shift tickets.

The DNR Region agrees:

- 1) To assist the Fire Service District/Department with ROSS statusing;
- 2) Maintain IQS records for Fire Service District/Department personnel with wildland fire qualifications, if red carded through the DNR;
- 3) Not to transfer dispatched equipment and/or personnel from one incident to another without prior approval of the Fire Service District/Department;
- 4) Reimburse the Fire Service District/Department within 30 days of invoice receipt and documentation as required in Item 6 above;
- 5) Reimburse the Fire Service District/Department at the Total Cost of Compensation Rate for personnel; (except WIIMT members who are volunteers will be paid as outlined in their individual agreement);
- 6) Reimburse the Fire Service District/Department at the DNR Interagency Wage and Equipment Rate for equipment;
- 7) Fire Service District/Department volunteers will be paid by the DNR as "Emergency Firefighters" at the DNR Interagency Wage and Equipment Rate.
- 8) Reimburse the Fire Service District/Department personnel travel mileage at the current State mileage rate.

Attachment B

FEDERAL EXCESS PERSONAL PROPERTY

Equipment Acquisition: The District/Department is required to identify its needs by completing an Equipment Needs Request, in the form provided by DNR Resource Protection Division (hereinafter referred to as DNR), and submitting the request to DNR no later than the end of January of each year, unless otherwise allowed by DNR. DNR will acquire Federal Excess Personal Property (FEPP) suitable for conversion into firefighting or fire prevention apparatus. Equipment will be made available for loan to eligible fire districts and departments with priority based on the greatest need. Equipment will be made available “as is” with no disclosure or warranty as to implied condition.

- 1) Ownership of all non-consumable FEPP shall remain the property of the U.S. Forest Service.
- 2) All FEPP must be used for firefighting and fire prevention activities. Personal use of FEPP for purposes not directly associated with normal responsibilities of the District/Department is prohibited.

Identification: DNR will identify all non-consumable FEPP with a metal program identification tag with an inventory tracking number.

Equipment Use, Refurbishment, and Maintenance Requirements:

- 1) The District/Department agrees to accept FEPP in “as is” condition, and to refurbish, equip, repair, and maintain it at no cost to DNR. Equipment must be put into service within one year of acceptance. The District/Department may receive an extension of the one-year time limit for good cause upon written request to DNR prior to the one-year anniversary date.
- 2) If equipment is not put into service within one year and the District/Department does not receive written approval from DNR for an extension, DNR will notify the District/Department of an “in service” violation and immediately reallocate or dispose of the item.
- 3) All vehicles and trailers must be registered and licensed by the District/Department through the Washington Department of Licensing, and copies provided to DNR.
- 4) The District/Department must remove all military or governmental exterior logos, insignias, identification numbers, and paint patterns from the FEPP prior to placing the unit in service.
- 5) Equipment will be painted with the fire District/Department standard color(s) when existing paint is badly deteriorated, faded, peeling, or the original paint is camouflage or olive drab.
- 6) Cannibalization. Cannibalization is the practice of disassembling unserviceable equipment to use serviceable parts on similar units. The removal of any parts other than minor items is cannibalization. It is permissible to strip components from one or more pieces of equipment to create a usable apparatus subject to written approval of the USDA Forest Service through DNR. The process to strip and dispose of excess components must be completed within one year of written approval to cannibalize. The District/Department will notify DNR

immediately after cannibalization is complete. DNR will dispose of remaining components through the US Forest Service, and General Services Administration (GSA).

- 7) In case of loss, theft, damaged, destroyed, or vandalized property, the District/Department is required to notify DNR within 48 hours of occurrence. Upon notification, DNR will submit appropriate documents to the District/Department for documentation, and to the US Forest Service for appropriate action. If the property is insured, US Forest Service must receive a share of any insurance proceeds equal to their ownership share in the property. If gross negligence is involved, the Fire District may be required to pay fair market value for the FEPP or repair or replace the property at the Fire District's expense.

Property Disposal: The District/Department agrees to report, in a timely manner, all inoperable, cannibalized, not in use, or seldom used FEPP to DNR for reallocation or disposal. DNR will conduct reallocation or disposal activities at the District/Department's facility. The District/Department agrees to facilitate all required activities and to obtain signed documents to complete the reallocation or disposal process.

Property Inventory/Audit: Upon request by DNR, the District/Department agrees to make FEPP items available for the purpose of conducting a physical inventory and to facilitate a program review. The District/Department shall provide access to and the right to examine all records, books, papers, or documents relating to the FEPP to facilitate a State or Federal audit. The District/Department is required to maintain property records for a minimum of five years after acquisition of all non-consumable FEPP (i.e., registration, insurance, final disposal).

Attachment C

FIREFIGHTER PROPERTY PROGRAM

Equipment Acquisition: DNR Resource Protection Division (hereinafter referred to as DNR) will provide program information, equipment applications and notification of available equipment to all eligible districts. The District/Department is required to identify its Fire Fighter Property Program (FFP) needs by completing an Equipment Needs Request, in the form provided by DNR, and submitting the request to DNR no later than the end of January and June of each year, unless otherwise allowed by DNR. DNR will acquire and transfer ownership of FFP equipment suitable for use in providing fire suppression to be used in direct support of firefighting, a firefighting apparatus, or emergency services. Equipment will be made available on a priority basis to District/Departments, which have been determined by DNR to have the greatest need. Equipment will be made available “as is” with no disclosure or warranty as to implied condition.

Title and Ownership:

- 1) Title to all non-consumable equipment not requiring demilitarization will be passed to the District/Department at the time the equipment is received by the District. The District/Department is responsible to register and transfer title to any vehicle obtained from the FFP in the name of the District/Department in accordance with applicable state law.
- 2) Ownership of equipment with military demilitarization codes, C, D, and F, will not be transferred to the District/Department. Ownership of those items shall remain with the US Forest Service.

Equipment Use:

- (1) All FFP equipment shall be refurbished and put into service for firefighting, direct support of firefighting or emergency services programs within one year of acquisition. The Fire District may receive an extension of the one-year time limit for good cause upon written request to DNR prior to the one-year anniversary date. In addition, all FFP equipment must be retained and used in service for a minimum of one year after being put into service.
- (2) If equipment is not put into service within one year, or the Fire District does not receive written approval from DNR for an extension, or the equipment is not retained and used in service for one year after it has been placed into service, then Fire District agrees, if required by DNR, to return equipment and transfer title to DNR, and DNR may suspend the Fire District from future participation in the program.
- (3) Within one year after acquisition, Fire District will provide proof in a form acceptable to DNR that equipment has been put in service.
- (4) Fire District use of FFP equipment must be for its intended purpose. Personal use is prohibited.
- (5) Cannibalization of FFP equipment is prohibited.

- (6) All military or federal governmental exterior logos, insignias, identification numbers, and paint patterns must be removed prior to putting the unit into service.

Inventory Disposal Demilitarization Items: FFP items identified by DOD as requiring demilitarization (DEMIL codes C, D, F) will be tracked and inventoried in the US Forest Service Federal Excess Property Management Information system until final disposition. The District/Department is required to return those items to the nearest DOD Defense Reutilization Marketing Office DEMIL site. If a DOD DEMIL site is not close, the District/Department may be allowed to demilitarize the item on site, through crushing, mutilation, cutting, and to make the item unusable for its original intended use. The USDA Forest Service and DNR will coordinate demilitarization activities, through the Distribution Reutilization Policy Director at the Defense Logistics Agency.

Records: The District/Department agrees to provide access to and the right to examine all equipment, records, books, papers or documents for all equipment transferred under the FFP to the US Forest Service, DNR, DOD Office of Inspector General, the Comptroller General of the United States or his authorized representative, and the USDA, including its Office of Inspector General, or authorized representatives. The District/Department is required to maintain property records for a minimum of five years after acquisition of all non-consumable FFP property (i.e. registration, insurance, final disposal).

Attachment D

ASSISTANCE GRANTS

Key Guidelines:

Funding solicitation, award, priorities, and other grant processes for VFA, RFA, and FIREDAC may vary from year to year. DNR will provide notification to all eligible Fire Districts of program requirements and processes through the DNR website and/or other appropriate venues.

The Wildland Fire Assistance Grants are open to all Fire Districts that currently provide wildland fire response to private, state, or federal land ownerships and serve communities LESS than 10,000 residents. Fire Districts serving communities over 10,000 residents may qualify if their service area includes a rural area or rural community of under 10,000 in population.

The Wildland Fire Assistance Grants are currently offered in two phases annually (Phase I and Phase II), subject to funding availability. Each Fire District may apply for one Phase I and one Phase II project per year.

Phase I – Personal Protective Equipment

Fire districts may purchase personal protective equipment and other fire equipment available through the DNR Fire Cache beginning approximately the first Monday of March until the last Friday in April. Applications are submitted by completing an order through the “Phase I PPE Shopping Cart”. The shopping cart and instructions are available on the DNR website. Prices are reduced to reflect the grant share of the equipment cost.

Phase II – General Equipment Grant Program

Fire Districts may submit applications for projects beginning approximately the first Monday in September until the last Friday in October. Application and instructions are available on the DNR website.

Project Categories

Fire Equipment

This category includes equipment suitable for wildland fire use. Fire Equipment includes portable pumps, slip in pump packages, water tanks (vehicle and porta-tanks), chainsaws and all hand tools, hose, hose fittings and related equipment not available during Phase I, communication systems, vehicle and hand-held pagers.

Fire Prevention

Includes the development and implementation of Fire Prevention Education Programs, including Firewise Workshops or Prevention planning, including GIS planning projects.

Vehicle Acquisition/Refurbishment

Includes funding for transport and refurbishment of vehicles obtained through the Firefighter Property program to a wildland engine or tender. Other vehicle purchases and refurbishment may also be eligible.

Training

Includes the development and implementation of programs designed for training in structural, grass or wildland fire suppression, including instructors, facility rental and industrial materials.

Communications

Includes the development of single or multi-district communications systems and radios, including vehicle, hand-held base stations and repeaters.

Dry Hydrant

Includes planning, construction, and operational use of a dry hydrant system.

Ineligible Projects for Items under Grant Program:

- Major expenditures such as building construction or new fire apparatus
- Land acquisition or building repairs
- Rural Emergency Medical Service programs
- Waterline construction and hydrants
- Structural fire engines, ladder trucks, and structure PPE.
- Wellness programs

Other Requirements

- All grant programs are reimbursable grants. The grantee must purchase the requested equipment or training and apply to DNR for reimbursement.
- The grantee must complete the project within one year following the grant award.

Fire District Matching Share

The current required Fire District matching share for each grant is as follows:

VFA- 50%

RFA- 10%

FIREDAC- 25%

All grant matching share may include in-kind services or materials if prior approval of DNR is obtained and acceptable proof of costs are submitted. Donated labor will be reimbursed at the per hour rate of a Firefighter 2 as listed in the current Washington State Fire Services Resource Mobilization Plan prepared by the office of the Washington State Fire Marshall. Value of property acquired under other Federal programs may not be included in projects. Proof of costs must include receipts, lists of hours worked with rate per hour, or other statements showing local efforts in the program.

Project Duration

The approved project will be completed and all payments processed within one year of DNR approval. An extension of time for project completion may be allowed upon prior written approval of DNR.

Project Costs and Reimbursement

Only project costs incurred after approval of the grant by DNR will be eligible for reimbursement.

DNR will pay to the Fire District matching costs as they are incurred, upon receipt of invoices, evidence of completion of the service or delivery of the equipment items, and evidence that the Fire District's share of cost has been paid.

DNR may, in its sole discretion, terminate this Agreement, or withhold disbursements claimed by the Fire District if the Fire District fails to satisfactorily comply with any term or condition of this Agreement or if the source for the grant funding is no longer available.

Compliance

- 1) Fire District will comply with all appropriate state and federal laws, rules and regulations. Fire District will retain fiscal records pertaining to this award for at least three years after the final grant payment or any dispute resolution, whichever is later.
- 2) Federal grants require the Fire District to maintain equipment accountability records for equipment items purchased over \$5,000 in value. Such items must be identified as property acquired under the Cooperative Forestry Assistance Act and Federal approval secured prior to future disposition. Fire District will comply with Federal regulations relating to equipment and supplies acquired by state and local governments (7CFR 3016.32: Equipment).
- 3) By execution of this Agreement and for any future subaward under this Agreement, Grantee certifies to DNR that it is not delinquent on any federal debt pursuant to OMB Circular A-129, and that it is not or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency pursuant to government-wide regulations.

Federal Subcontract

When the DNR is passing federal funds to the Fire District, the Fire District will be considered a "sub-recipient". Sub-recipient shall:

- 1) Adhere to the federal Office of Management & Budget guidelines and to other applicable federal and state regulations.
- 2) Have audits made in accordance with Office of Management and Budget (OMB) Circular A-133 revised June 2003 and effective December 31, 2003 if the sub-recipient receives federal assistance, in total from all sources, of \$500,000 or more. The sub-recipient must:
 - a. Forward a copy of the Data Collection Form as required in OMB circular A-133 within 30 days after completion of the Federal Single Audit to the DNR.
 - b. If the audit reveals findings and questioned costs relating to Federal awards passed through from DNR, forward a copy of the State Auditor's audit, along with the sub-recipient response and the final corrective action plan as approved by the State Auditor's Office to the DNR within nine months after the end of the audit period.
- 3) Provide access to grant/financial records for inspection by the DNR or by any duly authorized audit representative of the state of Washington for a period of at least three years after the final grant payment or any dispute resolution.



City Council

Approval of Bid Award for the Chambers Creek Village Commercial Septic-to-Sewer Conversion Project (STEP)

Agenda Date: 7/17/2018
Agenda Item Number: 4.G
File Number: 18-0620

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

Title

Approval of Bid Award for the Chambers Creek Village Commercial Septic-to-Sewer Conversion Project (STEP)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to award the construction contract to JMB Contracting Inc., dba Propel Construction Inc., for \$432,762.88, and authorize the City Manager to execute the contract.

Report

Issue:

Whether to award the construction contract for the Chambers Creek Village Commercial STEP Project to JMB Contracting Inc. dba Propel Construction Inc.

Staff Contact:

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

Presenter(s):

None - Consent Calendar item.

Background and Analysis:

The Chambers Creek Village Condominium Owner Association initiated this project under the City's Septic to Sewer program. Olympia Municipal Code Section 13.08.215 established the program in 2009 and revised it in November, 2017.

The condominiums are currently served by onsite sewage systems (septics) which are aging and possibly failing. The septic systems require frequent pumping and maintenance. The condominiums are adjacent to Chambers Creek, increasing the environmental risk of septic failures.

This project will install a commercial STEP (Septic Tank Effluent Pump) tank, electrical system and

controls. The City will own and maintain the commercial STEP tank. The STEP tank collects wastewater from the neighborhood. Within the tank is a pump that sends the liquid portion of the wastewater to the City's sewer collection system. Periodically, the utility pumps the solids remaining in the tank (similar to pumping out a septic tank). The owner association will construct the gravity sewer lines from the buildings to the commercial STEP tank.

Connecting properties served with septic systems to sewer is a priority of the Wastewater Utility and a regional priority for the LOTT Clean Water Alliance and their partner jurisdictions. This project is benefitting from LOTT's Septic Conversion Incentive Pilot Program as well as the City's Septic to Sewer program.

We anticipate starting construction in August and ending October 2018.

Neighborhood/Community Interests (if known):

The Chambers Creek area will benefit from the removal of an on-site septic system.

The neighborhood will experience some inconvenience, including noise and dust, during construction of the new system.

Options:

1. Award the construction contract to JMB Contracting Inc. dba Propel Construction Inc., in the amount of \$432,762.88, and authorize the City Manager to execute the contract.

The project proceeds as planned.

2. Reject all bids and direct staff to rebid the project.

The time needed to rebid will delay construction until 2019. The cost may increase due to added staff time to rebid the project. A portion of the added cost will be passed along to the homeowners with the utility covering the majority of the cost. There is no guarantee future bids would be lower.

Further, the septic tanks will continue to fail. Any environmental degradation due to the failing septic tanks will continue.

Financial Impact:

The Chambers Creek Village Commercial STEP Project is funded by the Onsite Sewage System Conversions program (# 9813) in the Capital Facilities Plan.

The Septic to Sewer program provides for the benefitting property owners to reimburse the City for a portion of the cost of the capital project. This reimbursement is paid at the time of connection to the new sewer. The Chambers Creek Village Condominium Owner Association has committed to connect to the new sewer within two years of completion of the capital project.

The low bid of \$432,762.88 is approximately 10 percent above the Engineer's estimate. Although the bid is above the Engineer's estimate, staff feels it is reasonable due to rising construction costs. The bid is by a responsive and qualified contractor. There are sufficient funds in the budget to complete this project.

Overall project costs:

Total Low Bid:	\$ 432,762.88
Contingency to Award (10%):	\$ 43,276.28
Engineering: Design, Inspection, Consultants	\$ 119,000.00
Total Estimated Project Cost:	\$ 595,039.16
Overall available project funding:	

CIP Funds	\$ 595,100.00
-----------	---------------

Total Funding	\$ 595,100.00
----------------------	----------------------

Attachments:

Summary of Bids
Vicinity Map

SUMMARY OF BIDS RECEIVED



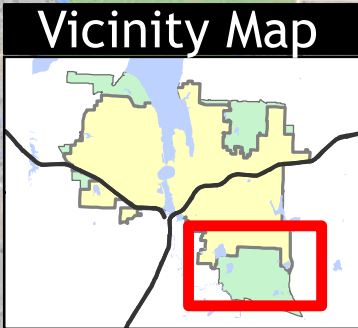
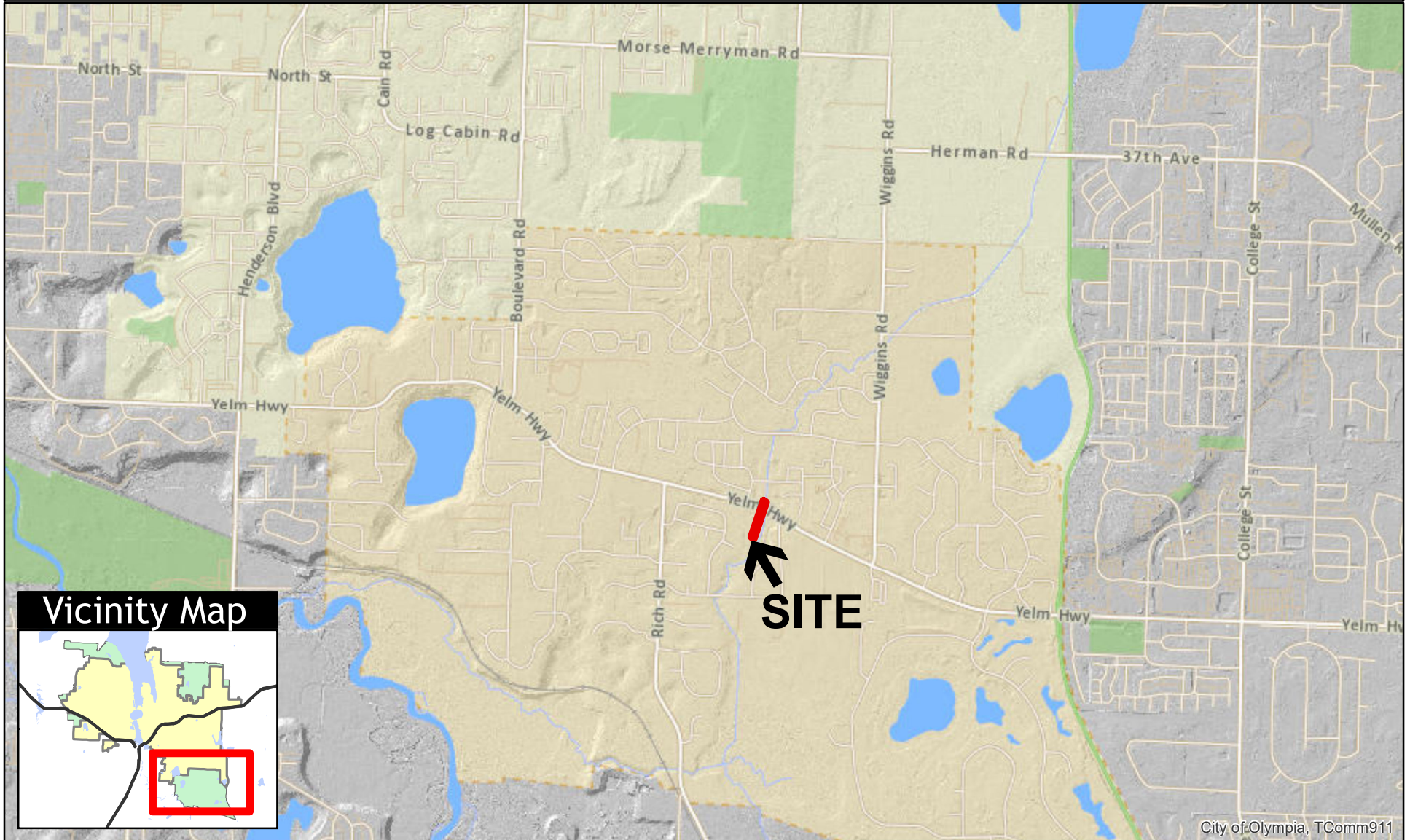
Project Name: Chambers Creek Village Commercial STEP
Project Number: 1776Q
Federal Project Number: N/A
Bid Opening Date: 6/26/2018

ENGINEER'S ESTIMATE	CITY OF OLYMPIA	\$	394,661.12
Bid #1	JMB Contracting Inc. dba Propel Const. Co	\$	432,762.88
Bid #2	Waunch Construction & Trucking	\$	474,304.90
Bid #3	Rognlin's Inc.	\$	519,530.88
Bid #4	Active Construction Inc.	\$	520,520.00
Bid #5	RC Walsh & Co. LLC	\$	526,643.64
Bid #6	Northwest Cascade Inc.	\$	617,537.92



CHAMBERS CREEK VILLAGE COMMERCIAL STEP

OLYMPIA PROJECT NO. 1776Q



City of Olympia, TComm911

0 500 1,000 2,000
 Feet

1 inch = 2,000 feet

Map printed 7/3/2018

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





City Council

Approval of Bid Award for the Eastside Bike Corridor Permanent Improvements

Agenda Date: 7/17/2018
Agenda Item Number: 4.H
File Number: 18-0634

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

Title

Approval of Bid Award for the Eastside Bike Corridor Permanent Improvements

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to award the construction contract to Barcott Construction, LLC, for \$372,892.00 and authorize the City Manager to execute all contract documents.

Report

Issue:

Whether to award the construction contract for the Bike Corridor Permanent Improvements to Barcott Construction, LLC.

Staff Contact:

Jim Rioux, Project Manager, Public Works Engineering, 360.753.8484

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Bike Corridors are routes on small, quiet streets that do not have much car traffic. Since there are fewer cars, it is easier for people biking and driving to share the same lane. We add signs and pavement markings to the route, and we change intersections with busy streets to make it easier for people biking and walking to get through them. These are different from bike lanes, which we put on busy streets.

In 2016, the City built a pilot project of a Bike Corridor, which links Lions Park on the eastside to Sylvester Park downtown. This was the first Bike Corridor in our region, so we built part of it with interim materials. Our goal was to test out this kind of infrastructure to see if people wanted us to make it permanent. We also wanted to know if people supported building more Bike Corridors.

We conducted extensive public outreach during 2016 and heard clear, positive feedback from the public. People said they wanted us to make this project permanent, and they wanted us to build more Bike Corridors.

City crews have already redone some of the pavement markings along the route in a more permanent material. What remains to make the pilot project permanent is to build concrete bulb-outs at the intersections of 5th Ave. & Eastside and 7th Ave. & Plum. Bulb-outs slow vehicle traffic, making it safer for people biking and walking. They also shorten the crossing distance at an intersection, making it easier for people biking and walking to cross the street. The project will also redo some pavement markings, including crosswalk markings, in a more permanent material.

Neighborhood/Community Interests (if known):

- Over the course of 2016, 120 people commented to City staff on the Bike Corridor pilot project. The comments were overwhelmingly positive.
- Construction activity will have some impact on traffic particularly on Plum Street. We do not anticipate that impacts will be severe.
- Staff will inform citizens of project construction and impacts to traffic or service. Tools to convey this information consist of post cards, newsletters, Twitter, and the Construction News webpage.

Options:

1. Award the construction contract to Barcott Construction, LLC, for \$372,892.00 and authorize the City Manager to execute all contract documents.
 - Project proceeds as planned.
 - The City will meet our commitments to our funding partner, the Transportation Improvement Board (TIB).
 - The City will complete construction in time to be eligible for additional grants under this TIB program.
2. Direct staff to re-bid the project.
 - Construction will be significantly delayed.
 - Although the low bid is 12 percent above the Engineer's Estimate, there is a risk that the low bid will be higher in a second round of bidding.
 - The City will not be eligible to apply for additional grants under this TIB program until construction is complete.
3. Direct staff to revise the design to reduce the scope of work and cost.
 - Additional funds will be needed to revise the current design.
 - To significantly reduce the cost of the project, we may need to eliminate critical elements of the project.
 - Construction will be significantly delayed.
 - The City will not be eligible to apply for additional grants under this TIB program until construction is complete.

Financial Impact:

This project is identified in the Capital Facilities Plan. Funding for the project comes from City's Bicycle Improvements program.

The City received a \$250,000 grant from the Transportation Improvement Board under their Complete Streets program.

The low bid of \$372,892.00 is approximately 12 percent above the Engineer's estimate. There are sufficient funds in the budget to complete this project.

Overall project costs:

Total Low Bid:	\$ 372,892.00
Contingency to Award (10%):	\$ 37,289.00
Engineering: Design, Inspection, Consultants	\$ 79,285.00
Total Estimated Project Cost:	\$ 489,466.00

Available Project Funding:	\$ 489,466.00
----------------------------	---------------

Attachments:

Bid Summary
Vicinity Map

SUMMARY OF BIDS RECEIVED



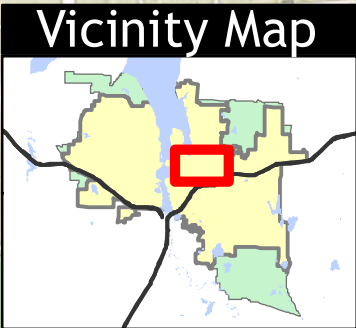
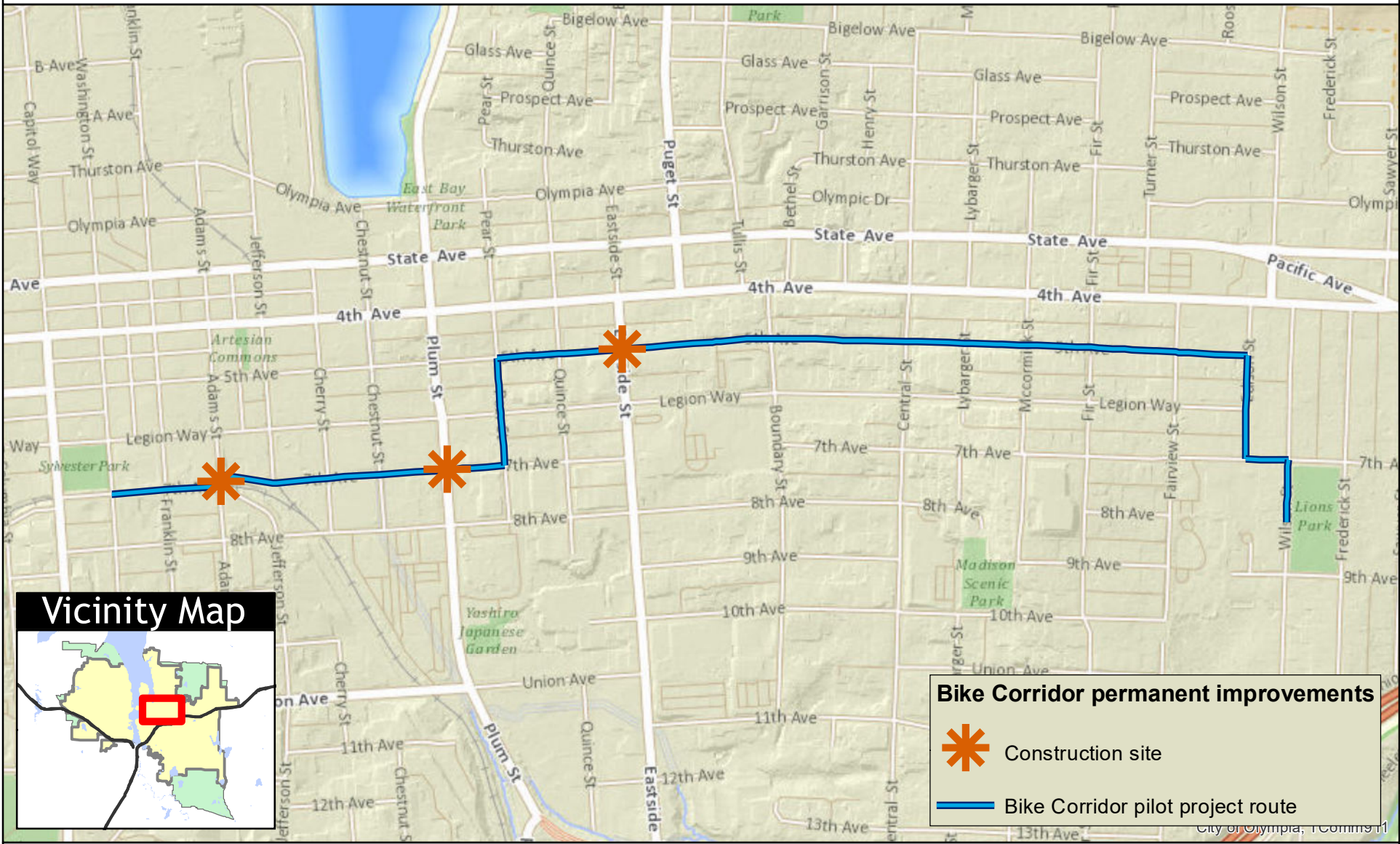
Project Name: Bike Corridor Permanent Improvements
Project Number: 1806G
Federal Project Number:
Bid Opening Date: 6/27/2018

ENGINEER'S ESTIMATE	CITY OF OLYMPIA	\$ 333,446.00
Bid #1	Barcott Construction, LLC	\$ 372,892.00
Bid #2	Northwest Cascade, Inc.	\$ 409,409.00
Bid #3	RC Walsh & Company, LLC	\$ 416,260.07
Bid #4	Rognlin's, Inc.	\$ 421,425.00
Bid #5	Contractor 5	\$ -
Bid #6	Contractor 6	\$ -
Bid #7	Contractor 7	\$ -
Bid #8	Contractor 8	\$ -
Bid #9	Contractor 9	\$ -
Bid #10	Contractor 10	\$ -
Bid #11	Contractor 11	\$ -
Bid #12	Contractor 12	\$ -
Bid #13	Contractor 13	\$ -
Bid #14	Contractor 14	\$ -
Bid #15	Contractor 15	\$ -





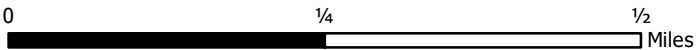
Bike Corridor pilot project

Permanent improvements



Bike Corridor permanent improvements

-  Construction site
-  Bike Corridor pilot project route



Map printed 7/3/2018
 For more information, please contact:
 Jim Rioux, Project Manager
 jrioux@ci.olympia.wa.us
 360.753.8484

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





City Council

Approval of Amendment to Ordinance 7143 (Capital Budget)

Agenda Date: 7/17/2018
Agenda Item Number: 4.I
File Number: 18-0636

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

Title

Approval of Amendment to Ordinance 7143 (Capital Budget)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the ordinance amending Ordinance 7143 on first reading and forward to second reading.

Report

Issue:

Whether to amend Ordinance 7143 on first reading and forward to second reading.

Staff Contact:

Bill Sampson, Accounting Services Manager, Administrative Services Department, 360.753.8473

Presenter(s):

Bill Sampson, Accounting Services Manager

Background and Analysis:

City Council may revise the City's operating and capital budgets by approving an ordinance. Generally, budget amendments are presented quarterly to Council for their review and approval but may be made at any time during the year. The amended ordinances appropriate funds and provide authorization to expend the funds.

Ordinance 7143, quarterly budget amendment, passed on June 19, 2018, but failed to include the \$500,000 in the Capital Fund Budget. This amendment will correct the budget to include the transfer of year-end General Fund money to the Capital Improvement fund for Parks acquisition.

Neighborhood/Community Interests (if known):

None noted.

Options:

- 1) Approve ordinance amending ordinance 7143. This allows staff to acquire Parks land, and it corrects the 2018 budget.
- 2) Do not approve the amending ordinance. This would stop the acquisition of Parks land, and will cause the capital budget to be misstated.

Financial Impact:

Total increase in appropriations is \$500,000. The sources of funding for the total appropriation are available from a transfer in from the General Fund.

Attachments:

Ordinance

Ordinance No.

AN ORDINANCE RELATING TO THE ADOPTION OF THE CITY OF OLYMPIA'S CAPITAL FACILITIES PLAN FOR THE YEARS 2018-2023 AND AMENDING ORDINANCE NO. 7143.

WHEREAS, the Olympia City Council adopted the Capital Facilities Plan for years 2018 through 2023 by passing Ordinance No. 7119 on December 19, 2017; and

WHEREAS, the CFP meets the requirements of the Washington State Growth Management Act, including RCW 36.70A.070(3); and

WHEREAS, the Olympia City Council amended Ordinance No. 7119 by passage of Ordinance No. 7136 on April 17, 2018; and

WHEREAS, the Olympia City Council amended Ordinance No. 7136 by passage of Ordinance No. 7143 on June 19, 2018; and

WHEREAS, the following amendments need to be made to Ordinance No. 7143;

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

Section 1. That certain document entitled the "Capital Facilities Plan," covering the years 2018 through 2023, 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 2017 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	\$4,045,966	-	\$1,399,813	\$2,646,153
SEPA Mitigation Fee Fund	23,800	-	23,800	-
Parks & Recreational Sidewalk, Utility Tax Fund	-	2,900,000	2,900,000	-
Real Estate Excise Tax Fund	-	1,200,000	1,200,000	-

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
Capital Improvement Fund	-	14,123,731 <u>14,623,731</u>	14,123,731 <u>14,623,731</u>	-
Water CIP Fund	485,000	5,066,000	5,551,000	-
Sewer CIP Fund	1,215,699	741,301	1,957,000	-
Storm Water CIP Fund		2,450,726	2,450,726	-
Storm Drainage Mitigation Fund	-	-	-	-
TOTALS	\$5,770,465	\$26,481,758 \$26,981,758	\$29,606,070 \$30,106,070	\$2,646,153

Section 6. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 7. 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 8. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 9. Effective Date. This Ordinance shall take effect five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

2018 Construction Projects Update

Agenda Date: 7/17/2018
Agenda Item Number: 6.A
File Number: 18-0613

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

Title

2018 Construction Projects Update

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive an update on 2018 construction projects.

Report

Issue:

Receive an update on 2018 construction projects. Briefing only; No action requested.

Staff Contact:

Fran Eide, P.E., City Engineer, Public Works Engineering, 360.753-8422

Kip Summers, P.E., Senior Project Engineer, Parks, Arts and Recreation, 360.570.5834

Presenter(s):

Fran Eide, P.E., City Engineer, Public Works Engineering

Kip Summers, P.E., Senior Project Engineer, Parks, Arts and Recreation

Background and Analysis:

This year, Council committed approximately \$30 million in funding to maintain and improve the City's infrastructure and City-owned Parks and buildings. Work has begun on many of the 30 projects expected to be in progress this year. Staff will present the highlights of this year's construction season.

City staff will use a variety of tools to communicate with the public on the schedule and impact of the construction projects. These include an interactive Construction Map on the City's website and an OlyProjects Twitter account, in addition to print materials and face-to-face meetings.

2018 projects include:

Downtown Focus

- Completing interim improvements at the Isthmus Park
- Installing the bike corridor permanent improvements
- Installing a trash compactor adjacent to the Community Care Center

City Buildings

- Improving the fire alarm system at the Justice Center
- Replacing the roof at the Main Fire Station and at the Family Support Center

Parks

- Installing a playground at the Margaret McKenny Park
- Repairing the pavement in the alley at The Olympia Center
- Replacing 400 feet of failing bulkhead at Percival Landing along 4th Avenue and Water Street
- Replacement of Shelter #2 at Priest Point Park

Transportation

- Constructing a sidewalk on State and Phoenix Avenues
- Constructing a neighborhood pathway on Ensign Road
- Installing new flashing beacons on Pacific Avenue at Devoe Street and at Lansdale Road
- Completing the Boulevard Road/Morse-Merryman Roundabout
- Applying chip seal to Division Street, Martin Way, Lilly Road, Boulevard Road and 9th Avenue
- Restriping streets throughout the City

Utilities

- Repairing aging sewer pipes and manholes
- Connecting the Chambers Creek Village septic to the City's sewer system
- Completing the new Log Cabin Reservoir
- Completing habitat restoration along the Deschutes River
- Relocating the East Bay Marina forcemain

Neighborhood/Community Interests (if known):

The brochure will be provided to the Coalition of Neighborhood Associations. It will also be available on-line.

Options:

N/A

Financial Impact:

N/A

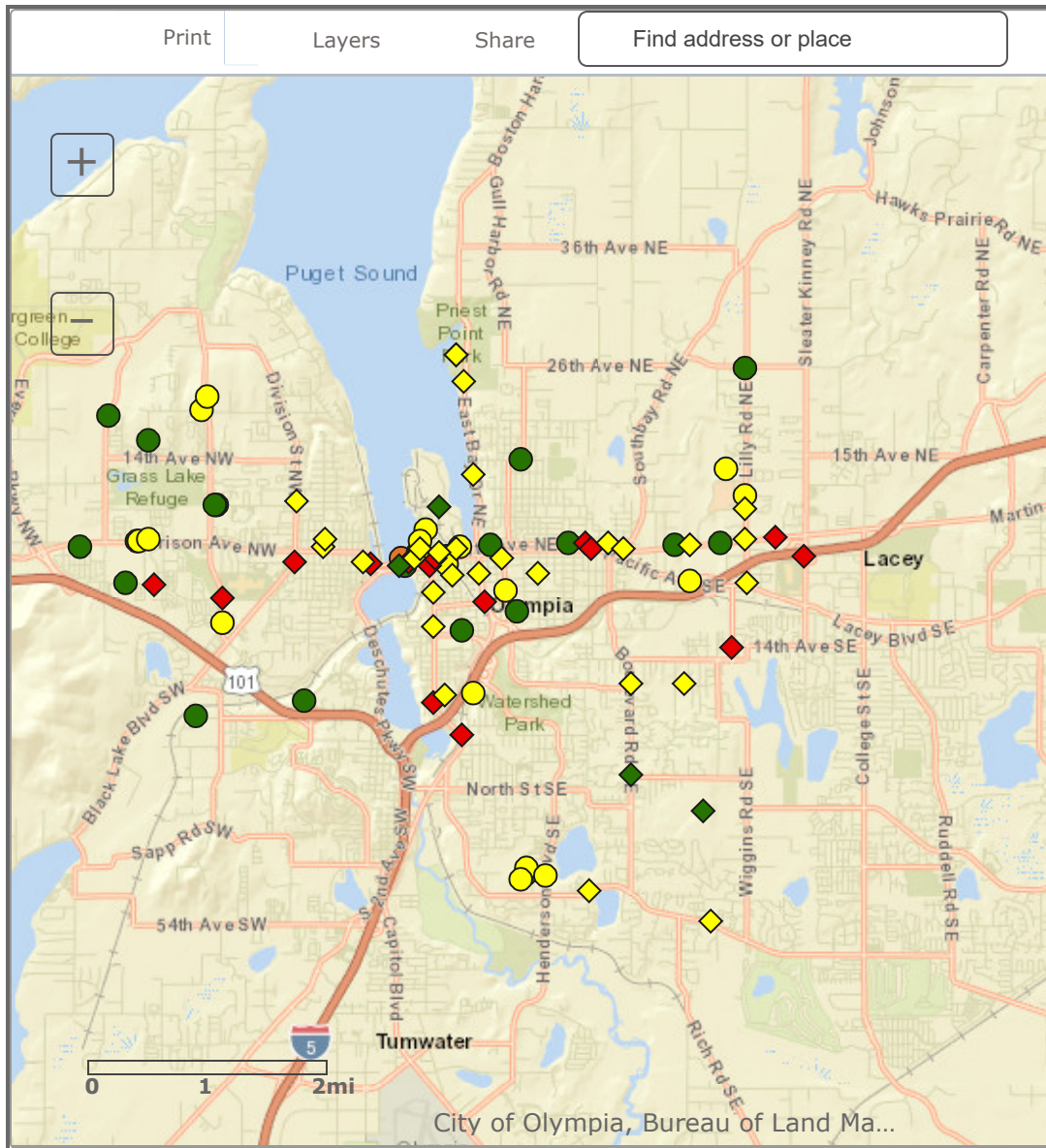
Attachments:

[Link to City Construction Map](#)

[Link to OlyProjects Twitter Page](#)




Construction in Olympia

Construction Map






Map Key

City Construction Projects

-  Scheduled
-  Active
-  Recently Completed

Private Construction Projects

-  Under Review
-  Permits Issued
-  Active

[About using this map](#)

This map shows both City managed and major private construction projects. Click the mapped points for project details including timeframe, impacts, contact information and more.

You may filter the projects you see with the Layers tab at the top of the map.

Important Information

- Not all projects are shown on the map
- The points on this map represent general locations only
- Project details may change at any time and may not be reflected on the map
- Some information may not be available for private projects
- Contact the Project Manager or listed department for specific details and the most up-to-date information

 [2018 Construction Projects Brochure](#)

Featured Projects

Downtown Street Improvements

Four major streets in the Downtown core are slated for improvements over the next several years. [Learn more...](#)

Westman Mill Redevelopment (Formerly East Bay Redevelopment)

Construction of three buildings containing a total of 86 residential units, parking for 73 vehicles, and approximately 8,500 sq.ft. of commercial retail space along State Avenue. [Learn more...](#)

Views on 5th

A multi-family and commercial complex intended to provide 138 new residences and a mix of ground floor restaurant and retail spaces. [Learn more...](#)

Green Cove Park

The City is reviewing a preliminary plat application for the subdivision of 50 acres into 177 single-family lots with associated improvements for streets and utilities. [Learn more...](#)

Log Cabin Reservoir

The City is constructing a new standpipe water tank (reservoir) that will provide water storage for fire protection and during emergencies or power outages. The water tank will provide adequate storage for the next 25 years. [Learn more...](#)

Boulevard Road and Morse-Merryman Roundabout

The City is replacing the existing "T" intersection at Boulevard Road and Morse-Merryman with a single lane roundabout that will include sidewalks, bicycle lanes and new street lighting. [Learn more...](#)

Wellington Heights

The City is reviewing a preliminary plat application for the subdivision of 9.4 acres into 56 single-family lots with associated improvements for streets and utilities. [Learn more...](#)

Copyright © 2012. All rights reserved. Last Updated: Jun 07, 2018

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

Home Moments

Search Twitter

Have an account? Log in



Tweets **4,014** Following **225** Followers **1,974** Likes **902**

Follow

Oly Projects

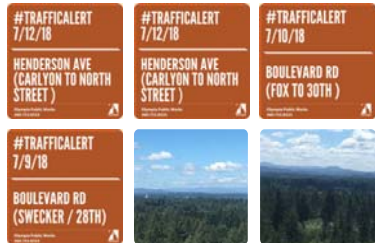
@OlyProjects

Follow the City's active construction projects and discover more about Public Works. View the City's Social Media Policy olympiawa.gov/privacy-security

Olympia, Washington

olympiawa.gov/construction

Joined January 2013



Pinned Tweet

Have an account?



Oly Projects @OlyProjects · 5 Apr 2017

Thank you for following us! This page is monitored Mon - Fri 8am - 5pm. Public Works emergencies can be reported 24/7 at: 360.753.8333.

1 4

Phone, email or username

Password

Remember me · [Forgot password?](#)

Oly Projects Retweeted



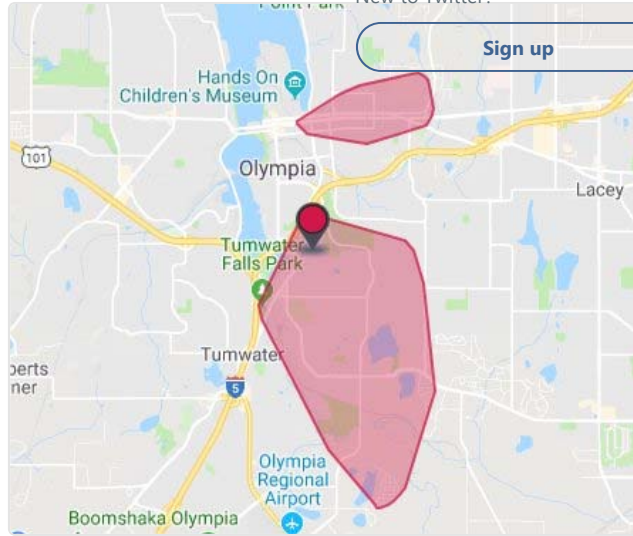
Mixx 96.1 Freeway Hero @fwyhero · Jul 11

Log in

Here's a look at a PSE outage affecting parts of Olympia and Tumwater. Treat any dark intersection as a 4-way stop.

New to Twitter?

Sign up



1



Oly Projects @OlyProjects · Jul 12

#OlyTrafficAlert - Our Streets crew is patching asphalt along Henderson today (Carlyon to North St) from 8 am to 4 pm. They will be utilizing a large conveyor grinder. Flaggers will be in place, but expect some delays and noise from the grinder.

Home Moments



#TRAFFICALERT
7/12/18

Have an account? Phone, email, or username
 Password
 Remember me - Forget password?

Log in
 New to Twitter? [Sign up](#)

HENDERSON AVE
(CARLYON TO NORTH STREET)

Olympia Public Works
360.753.8333



3 2



Oly Projects @OlyProjects · Jul 11

#OlyTrafficAlert - Our Streets crew is patching asphalt along Henderson tomorrow from 8 am to 4 pm. They will be utilizing a large conveyor grinder. Flaggers will be in place, but expect some delays and noise from the grinder. Plan accordingly.



#TRAFFICALERT
7/12/18

HENDERSON AVE
(CARLYON TO NORTH STREET)

Olympia Public Works
360.753.8333



5 1

Oly Projects Retweeted



Oly Parks Arts & Rec @OlyPARD · Jul 11

Home Moments

IT'S HAPPENING! #MargaretMcKennyPark is closed from now until early fall as we work on planned improvements, including a new playground structure, turf play areas, and pathway accessibility upgrades! For more details, please visit olympiawa.gov/city-services/...



1 2 7



Oly Projects @OlyProjects · Jul 10

#OlyTrafficAlert - Our Streets crew is doing asphalt patching along SB lanes of Boulevard Rd from Fox to 30th today until 4 pm. They will be utilizing a large conveyor grinder. Flaggers will be in place, but expect some delays and noise from the grinder.



1 2



Oly Projects @OlyProjects · Jul 9

#OlyTrafficAlert - Our Streets crew is doing asphalt patching along SB lanes of Boulevard Rd between Swecker / 28th today until 4 pm. They will be utilizing a large conveyor grinder. Flaggers will be in place, but expect some delays and noise from the grinder.

#TRAFFICALERT
7/9/18

Have an account?
Phone, email, or username
Password
 Remember me · [Forgot password?](#)
Log in

New to Twitter?
Sign up

**BOULEVARD RD
(SWECKER / 28TH)**

Olympia Public Works
360.753.8333

Olympia

1 1



Oly Projects

· Jul 3

#OlyTrafficAlert #CrackSealTeam18 is a wrap! Thank you for your patience and cooperation. We'll see you next year!



1 1



Oly Projects

· Jul 3

Today we did something cool and climbed to the top of the #LogCabinReservoir Water Tower with an engineering team. It was scary but the view at the top was worth the climb. Fun fact: It took 647 steps to go up and down.





Oly Projects

Jul 3

Our offices will be closed for the Independence Day Holiday tomorrow. If you have a Public Works emergency, our dispatch line is available 24/7. Call 360.753.8333.



Oly Projects

Jul 3

#OlyTrafficAlert #CrackSealTeam18 Fones Road is a wrap! The crew is moving onto Evergreen Park Drive. Expect minor delays. Thank you for your cooperation as we improve and protect our streets!



Oly Projects

Jul 3

#OlyTrafficAlert - Consider an alternate route this morning until 11am at Black Lake Blvd & Cooper Pt Rd. There will be lane restrictions and traffic delays as our crews repair roadways. bit.ly/2KwdcvH

1 4 2



Oly Projects

· Jul 2

#OlyTrafficAlert Our #CrackSealTeam18 will return to Fones Road Tuesday morning. If time allows, they'll start on Evergreen Park Drive. Expect minor delays. Thanks for your patience!

1 1



Oly Projects

· Jul 2

#OlyTrafficAlert - Reminder! Tomorrow (July 3) crews will be repairing roadways at the intersection of Black Lake Blvd & Cooper Pt Rd from 5am to 11a.m. Expect lane restrictions and traffic delays. bit.ly/2KwdcvH

#TRAFFICALERT
 JULY 3, 5 AM - 11 AM
 BLACK LAKE BLVD &
 COOPER PT RD SW
 Olympia Public Works
 360.753.8333
 Olympia

1



Oly Projects

Jul 2

#OlyTrafficAlert #CrackSealTeam18 Crews are finishing work on Capital Mall Drive and are moving on to Fones Road. Please expect minor delays and stay tuned for an update later this afternoon. Thanks for your cooperation!

TRAFFIC ALERT
 Crack Seal Repairs
 SCHEDULE UPDATE
 Monday, July 2
 #CrackSealTeam18
 Olympia

3

Oly Projects Retweeted



City of Olympia

Jul 2

DON'T BE A DUD!
 Fireworks have been banned in Olympia since 2013. But no matter how often we talk about it, some of you always seem to forget. Hopefully this helps you remember... 🧨🧨🧨

Home Moments

Search Twitter



Have an account? [Log in](#)

Have an account?

Phone, email, or username

Password

Remember me · [Forgot password?](#)

[Log in](#)

New to Twitter?

3

7

10

[Sign up](#)



Oly Projects

· Jun 29

#OlyTrafficAlert #CrackSealTeam18 On Monday, crews will start work on Capital Mall Drive from Cooper Point Place to Black Lake Blvd. Expect minor delays and remember to follow us for location updates. Thanks for your patience as we improve and protect our streets!



0

1

1



Oly Projects

· Jun 29

#OlyTrafficAlert - July 3 our crews will repair roadways at the intersection of Black Lake Blvd & Cooper Pt Rd from 5am to 11a.m. Expect lane restrictions and traffic delays. bit.ly/2KwdcvH

Search Twitter | Have an account? Log in

#TRAFFICALERT

Have an account?

Phone, email, or username

Password

Remember me · [Forgot password?](#)

Log in

New to Twitter?

Sign up

BLACK LAKE BLVD & COOPER PT RD SW

Olympia Public Works
360.753.8333

6 1



Oly Projects

· Jun 28

#OlyTrafficAlert #CrackSealTeam18 On Friday morning, crews will start work at Plum & Union. From there, they'll head back to finish work on Capitol Way from 19th to 25th Ave. If time allows, they'll start on Capital Mall Drive. Expect traffic delays; thanks for your patience!

TRAFFIC ALERT

Crack Seal Repairs

SCHEDULE UPDATE
Friday, June 29

#CrackSealTeam18

2



Oly Projects

· Jun 28

.UPDATE! Sleater-Kinney is complete!

Show this thread



Oly Projects

· Jun 28

#OlyTrafficAlert Today, our #CrackSealTeam18 will be finishing Sleater-Kinney, from the I-5 Bridge to 15th Ave NE. When that's done, they will move the operation back to Capitol Way (14th to 25th). #MaintainingOurStreets

Home Moments

TRAFFIC ALERT

Have an account? [Log in](#)

Crack Seal Repairs

SCHEDULE UPDATE

Thursday, June 28

[Remember me](#) [Forgot password?](#)

#CrackSealTeam18

1 1 New to Twitter?

Show this thread [Sign up](#)

New to Twitter?

Sign up now to get your own personalized timeline!

[Sign up](#)

Have an account?

Phone, email, or username

Password

Remember me · [Forgot password?](#)

[Log in](#)

New to Twitter?

[Sign up](#)

You may also like

Refresh



City of Oly...
@cityofoly...



Oly Parks Ar...
@OlyPARD



ThurstonPu...
@Thurston_...



Olympia Pol...
@OlyPD



Thurston Co...
@ThurstonC...

Worldwide trends

#FridayThe13th

92.3K Tweets

#ساعة_استجابة

54.6K Tweets

#BuenViernes

20.3K Tweets

#DiaMundialDoRock

15.5K Tweets

#NationalFrenchFryDay

15.9K Tweets

Isner

17.6K Tweets

Viernes 13

49.7K Tweets

Downton Abbey

5,268 Tweets

Sexta-feira 13

129K Tweets

ジュラシックワールド

125K Tweets



City Council

Briefing on Banking Services Request for Proposal (RFP) Process

Agenda Date: 7/17/2018
Agenda Item Number: 6.B
File Number: 18-0689

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

Title

Briefing on Banking Services Request for Proposal (RFP) Process

Recommended Action

Committee Recommendation:

The recommendation was reviewed by Finance Committee

City Manager Recommendation:

Receive a briefing on the Banking Services Request for Proposal (RFP) Process. No action required.

Report

Issue:

Whether to receive a briefing on the Banking Services RFP Process

Staff Contact:

Debbie Sullivan, Administrative Services Director, 360.753.8499

Presenter(s):

Councilmember Jim Cooper

Background and Analysis:

The City currently receives banking services from US Bank. The current contract started in July 2012. It is a two-year contract with options to extend up to 10 additional years. The current two-year period ends in July 2018.

The Finance Committee directed staff to solicit proposals for banking services. As part of the evaluation, the Committee asked staff to include questions regarding social justice and equity, as well as environmental stewardship.

The City issued a Request for Proposal (RFP) for banking services in March 2018. RFPs were sent to 16 banks with locations in Olympia. The City received three responses -- Columbia Bank, US Bank, and Washington Federal. After reviewing the RFPs, Columbia Bank and US Bank were interviewed on May 16.

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

City staff briefed the Finance Committee on the process and results at the June 20 Committee meeting. Staff recommended that US Bank continue to serve as the City's bank, and the Finance Committee concurred. Councilmember Jim Cooper, chair of the Finance Committee, will present the City's approach and the results of the process.

Neighborhood/Community Interests (if known):

N/A

Options:

Briefing Only. No Action Required.

Financial Impact:

\$109,000 for 3-year term. This is a \$28,617 savings over our current contract with U.S. Bank.

Attachments:

US Bank Sustainability Facts

US Bank Environmental Responsibility Policy



2017

Environmental Responsibility Policy

At U.S. Bank, we care deeply about promoting sustainable business practices while supporting economic growth – it is one of the reasons that we have invested more than \$15.5 billion in environmentally beneficial business opportunities over the past several years. It is also one of the reasons U.S. Bank was named a World's Most Ethical Company by the Ethisphere Institute for the third year in a row. We are the largest U.S.-based bank to ever make the list.

Since we serve a broad spectrum of enterprises across a diverse array of industries – we embrace a balanced approach as we address climate change and the needs of our communities, customers, employees and shareholders. Environmental sensitivity is an important component of our credit, investment, underwriting and payment procedures and is integrated into our overall risk management philosophy.

We believe that we can make a positive contribution to a sustainable environment by developing business practices to protect and conserve our natural resources, as well as by discovering opportunities to invest in innovative new products, services, and partnerships in areas such as renewable energy and mobile banking.

Most importantly, our oversight of customers incorporates awareness of the environmental impact they have, including our customers from the energy sector. Our Environmental Responsibility Policy is the centerpiece for our sustainability governance and guides us in how we improve our sustainability efforts today and in the future.

In 2016 alone, through the U.S. Bancorp Community Development Corporation, we committed more than \$1.5 billion in renewable energy projects throughout the U.S. Those investments helped power more than 300,000 homes and employ more than 22,000 people. In addition, the carbon off-set of these investments is equal to taking more than 445,000 cars off the road or planting about 2 million acres of forest.

All newly constructed U.S. Bank branches are built to LEED-certification standards. We are a leader in the development of Community Solar Garden programs in four states and have been recognized for our leadership nationwide.

We review our practices and our Environmental Responsibility Policy on a quarterly basis, looking for additional opportunities to enhance our commitment and continue making a positive impact on the environment around us.



Policy Statement

U.S. Bancorp is one of the largest commercial banks in the United States providing a diverse business mix of financial products and services for retail, commercial and corporate customers. As a financial services provider to consumers and businesses in the energy, forest and agricultural product industries, U.S. Bancorp recognizes the importance of the environmental challenges facing our customers, shareholders, and communities. We also recognize that we impact the environment directly through our operations and facilities.

Through community engagement and organizational partnerships, U.S. Bancorp strives to better understand environmental issues and identify solutions.

Scope

Environmental Responsibility includes the advancement of society in a way that balances the social, environmental and economic needs of today and future generations through the conservation of resources, preservation of our communities and advancement of economic development.

U.S. Bancorp strives to be a responsible steward of the environment. We believe that we can make a positive contribution to a sustainable environment by developing business practices to protect and conserve our natural resources as well as by embracing opportunities for new products, services, and partnerships in areas such as renewable energy. We believe this approach can create long term value for our stakeholders through increased revenues, reduced costs, reduced risks, and maintaining our reputation as a responsible community leader.

Roles and Responsibilities

The day to day management of our environmental initiatives are managed by the Environmental Program Manager as part of the Strategy and Corporate Affairs Division. In addition, a companywide Environmental Task Force made up of key Business Line leaders meets regularly to evaluate environmental initiatives and activities across the organization.



Environmental Responsibility Requirements

Environmental Stewardship and Climate Change

U.S. Bank acknowledges the international scientific community's position on climate change and the potential impacts to the global economy and to the environment. We acknowledge that we have a responsibility to our customers, employees, shareholders, and the communities that we serve, to better understand the impact of our operations on global climate change and to help reduce that impact.

In addition to ensuring compliance with regulatory requirements, we proactively approach climate change through the following areas:

- Internal operations
- Products and services
- Partners, third parties, and vendors
- Customers
- Employees

Internal Operations

We embrace our responsibility to be a good steward of our natural resources. We track and monitor energy consumption and carbon emissions from our owned and operated facilities, and from other facilities as feasible, with the intent to measure, manage and reduce consumption resulting in greenhouse gas (GHG) emissions from our operations.

We have implemented a 'continuous improvement' approach by protecting and conserving our natural resources through methods such as:

- Developing less resource-intensive business practices
- Embracing opportunities for financial products and services that incorporate features or benefits for reduced environmental impact
- Investing in environmentally beneficial business opportunities
- Engaging and educating our employees and customers

Energy Conservation – Proper management of energy resources is critical to our long-term success. We believe that we have the opportunity to benefit our communities, customers, shareholders and the environment. We will continue to evaluate opportunities to invest in products and practices that reduce our dependence on energy in areas such as facilities, equipment, operations and business travel.

Recycling – When consuming natural resources, we must ensure efficient use of the resource and disposal of waste byproducts in an environmentally friendly manner through reuse, recycling or final disposal. We have many recycling programs in place for paper and other types of recyclable materials, and will continue to review opportunities to expand current programs or implement new ones.

Environmental
Stewardship and
Climate Change
(continued)

Paper – As one of the primary consumables of our industry, we recognize our responsibility to protect this valuable resource. It is vital that we educate our employees on how we can manage this resource more effectively and to continue to review processes for ways to reduce paper consumption both internally and with our customers. U.S. Bank will continually evaluate the type of paper used to maximize the use of certified products, such as Forest Stewardship Council (FSC) or other similarly certified, and/or post-consumer content recycled paper.

Supply Chain – Through our supplier selection processes, we strive to identify supply chain partners who possess high environmental standards while continuing to meet financial, feature and performance requirements. We work closely with our supply chain partners to:

- Identify environmentally friendly product alternatives
- Develop programs that help us advance toward our environmental objectives

Where appropriate, our corporate procurement area works with business lines to explore opportunities to address environmental impacts such as shipping options, delivery channels and operational best practices.

Environmental Investments, Products and Services

As part of our pledge to a comprehensive and sustainable environmental policy, we strive to continually increase our investments in initiatives that sustain resources and the environment. This financial commitment has a positive impact on the environment and may include projects that promote:

- Wind energy
- Solar energy
- Geothermal energy
- Biomass energy
- LEED or other nationally recognized energy efficient certified real estate
- Brownfield redevelopment and reclamation
- Bio-fuels
- Waste energy recovery and conservation systems
- Re-forestation
- Waste recycling

We continuously review, develop and promote opportunities that help sustain our resources and the environment and encourage energy conservation, reduction of waste and other environmental initiatives. We pursue opportunities to develop products and services that have either a direct environmental benefit through product design or indirect environmental benefit. Indirect benefits occur through encouraging customers to adopt behaviors that have environmental benefits and assist our customers in meeting their personal waste reduction, recycling and energy conservation goals. In addition, we inform our customer base of environmentally-sound product and service options available to them through us to ensure the success of our initiatives and to engage our communities in our environmental responsibility efforts.

Environmental
Stewardship and
Climate Change
(continued)

Partners, Third Parties, and Customers

We continue to heighten our understanding of the potential greenhouse gas (GHG) impact of our partners and the potential risks that are posed from climate change. We attempt to gain an understanding of which partners, third parties, and customers are the largest GHG emitters and work with them to better understand their reporting requirements and mitigation plans.

Employees

We are committed to providing a culture that inspires and facilitates environmental responsibility and recognizes that our employees are vital to our success. To support employee engagement we

- Educate employees about environmental issues, their impact on climate change and internal operations, and how they can make a difference
- Provide opportunities for employees and their families to become actively involved in environmental initiatives in the communities in which we work
- Create a culture of environmental awareness by setting examples, recognizing results, and communicating the impact that we have on our environment

Forestry

We are committed to partnering with customers who promote environmentally responsible sustainable forest practices. We do this by implementing practices in the following areas to guide our businesses that have a considerable impact on the world's forests:

- **Illegal Logging** – We prohibit relationships with customers who participate in any illegal activities. More specifically, we will not knowingly enter into a relationship with any customer who participates in illegal logging activities, including those who collude with, or knowingly purchase timber from illegal logging operations. Likewise, we do not enter into relationships with logging companies that do not have an explicit policy prohibiting uncontrolled fire as part of their forestry practices.
- **High Conservation Values and Sensitive Habitats** – We may enter into relationships with customers involved in logging, light sustainable harvests or other extractive operations in large intact forests or primary forests that hold high conservation values. In such cases, we will require certification be provided that these operations are managed using standard sustainable forest management practices and that conservation values are not degraded. Although we do not currently finance any international logging operations, we do not condone, nor will we enter any relationship with a customer who participates in logging in No-Go Zones, Temperate or Boreal Regions without appropriate due diligence or certification.
- **Certification Programs and Compliance** – We expect all customers to apply adequate resources to assess and manage their environmental and social impacts and may encourage the adoption of a credible certification program, such as those established by the FSC or other credible program, which motivates best practices in sustainable forest management.
- **Dependent Communities and Indigenous People** – We do not finance forestry operations that negatively impact indigenous people and or dependent communities without the provision of culturally appropriate representation.

Energy and Mining

We are committed to promoting sustainable practices by providing funds that are used in an environmentally responsible manner, including a commitment to relationships that support renewable energy and energy efficiency. In 2016 we invested more than \$1.5 billion in renewable energy projects and we continue to be a leader in the renewable energy investment tax credit space.

We recognize the significant role that fossil fuels play in providing secure electricity supplies and seek to manage environmental risks specific to this sector. In accordance with our environmental responsibility commitment, we prohibit relationships with customers who participate in any illegal activities.

The company does not provide project financing for the construction of oil or natural gas pipelines. Relationships with clients in the oil and gas pipeline industries are subject to the Bank's enhanced due diligence processes that are outlined further below.

Mining

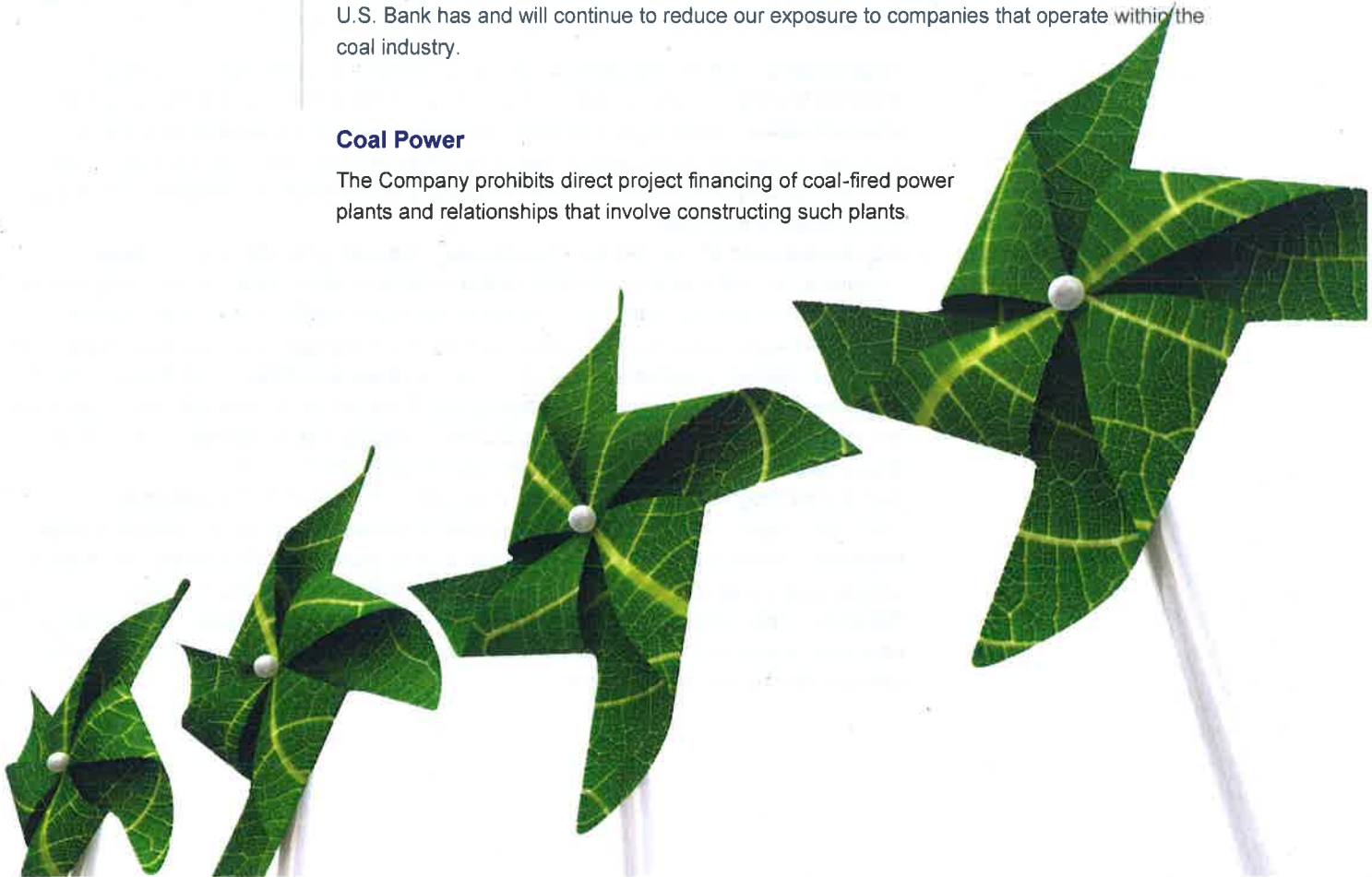
We do not extend credit to, provide financing to, or participate in relationships involving individual Mountain Top Removal (MTR) projects or coal producers who rely on MTR for anything more than a limited portion of its firm's overall coal production.

In addition, we will not participate in any relationship involving or provide project financing or other forms of asset-specific financing for the development of new coal mines.

U.S. Bank has and will continue to reduce our exposure to companies that operate within the coal industry.

Coal Power

The Company prohibits direct project financing of coal-fired power plants and relationships that involve constructing such plants.



Enhanced Due Diligence

We require our commercial clients to be in compliance with all state and local, national and international environmental laws and will verify adherence to such laws through certification or due diligence, as appropriate or where deemed necessary.

We maintain additional environmental due diligence and review requirements for firms operating within certain sensitive industries to better guide our decisions to new or prospective relationships. We want to confirm that a firm's policies and processes are sound and effective as they relate to the environment and the community in which it operates.

This additional due diligence focuses, in part, on:

- Past and present environmental compliance with laws and regulations
- Internal framework related to environmental risk management
- Potential impact on dependent communities and indigenous people

Industries or sectors include, but are not limited to:

- Coal mining
- Forestry
- Unconventional oil and gas production
 - Hydraulic fracturing
 - Oil sands
 - Arctic, Alaska, or offshore oil extraction.
- Metals mining
- Electric power generation
 - Nuclear
 - Coal
 - Hydroelectric

This due diligence applies to all prospective customers and periodic reviews of existing customer relationships meeting business line specific threshold limits enterprise-wide.

Monitoring and Reporting

We report on our environmental responsibility efforts through annual submission of the CDP questionnaire.

U.S. Bank promotes sustainable business practices

Our Governance

We assess the environmental impact of customers in energy intensive industries, including oil and gas, and consider the impact of projects on communities. Environmental sensitivity is an important component of our credit, investment, underwriting and payment procedures and is integrated into our overall risk management philosophy.



Our Business

We have invested over \$1.5 billion in renewable energy in 2016 alone, powering more than 300,000 homes — carbon off-set of these investments is equal to removing 445,000 cars from the road.

\$15.5B+

in environmentally beneficial business opportunities to date



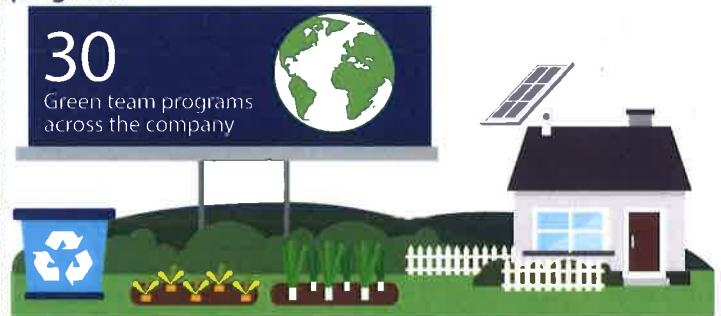
Our Culture

We are committed to reducing our corporate greenhouse gas emissions (GHG) 40% by 2029 and 60% by 2044.



Our Communities

Through over 30 Green Team Programs in communities across the company, employees are leading sustainability efforts like community clean-ups and local recycling programs.



U.S. Bank is committed to environmental responsibility in our communities.

- ✓ U.S. Bank does not finance the Dakota Access Pipeline project.
- ✓ The DAPL project is financed by 17 other banks.
- ✓ U.S. Bank and 25 other banks provide Energy Transfer Partners with a general line of credit.
- ✓ The line of credit is used for general corporate purposes.
- ✓ We are obligated to fulfill our contract with ETP.
- ✓ We serve diverse industries and take a balanced approach to environmental and social issues.



City Council

Approval of an Ordinance Declaring a State of Public Health Emergency Relating to Homelessness - First and Final Reading

Agenda Date: 7/17/2018
Agenda Item Number: 6.C
File Number: 18-0657

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

Title

Approval of an Ordinance Declaring a State of Public Health Emergency Relating to Homelessness - First and Final Reading

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve the ordinance declaring a state of public health emergency relating to human health and environmental conditions caused by increasing homelessness in our community on first and final reading.

Report

Issue:

Whether to approve an ordinance declaring a state of public health emergency relating to increasing homelessness in our community.

Staff Contact:

Amy Buckler, Downtown Programs Manager, Community Planning & Development, 360.570.5847

Presenter(s):

Amy Buckler, Downtown Programs Manager

Background and Analysis:

Homelessness is an issue of urgent public concern facing Olympia and the region. On June 14 2018, the Thurston County Board of Health declared homelessness a public health crisis in Thurston County.

The latest Point-in-Time homeless census found at least 320 people sleeping unsheltered in unmanaged conditions countywide. In addition to this annual count, City staff periodically conducts an early morning count of people sleeping on the street in downtown; routinely finding approximately

130 people living unsheltered within the core of downtown.

The City of Olympia is in the process of identifying and implementing solutions-based actions to address this increasingly challenging issue.

Declaring a state of public health emergency provides a factual basis for the public health emergency, and references statutory authority that allows the City more flexibility to act quickly in response to homelessness. Under the ordinance, the City may, for example, obligate funds, enter into contracts or site facilities outside of normal time-consuming procedures.

The ordinance shall take effect immediately upon adoption by a vote of a majority plus one, and the emergency will be in effect through June 19, 2021, at which point the City Council will review the conditions that gave rise to this public health emergency to determine if keeping it in place is warranted.

Neighborhood/Community Interests (if known):

Homelessness is an issue of significant concern to the Olympia public.

Options:

1. Move to approve the ordinance declaring a state of public health emergency relating to human health and environmental conditions caused by increasing homelessness in our community.
2. Move to take no action.

Financial Impact:

None

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO PUBLIC HEALTH AND SAFETY; DECLARING A STATE OF PUBLIC HEALTH EMERGENCY RELATING TO HUMAN HEALTH AND ENVIRONMENTAL CONDITIONS CAUSED BY INCREASING HOMELESSNESS; AUTHORIZING SUCH ACTIONS AS ARE REASONABLE AND NECESSARY IN LIGHT OF SUCH EMERGENCY TO MITIGATE THE CONDITIONS GIVING RISE TO SUCH PUBLIC HEALTH EMERGENCY; DECLARING AN EMERGENCY SO THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION; AND PROVIDING FOR SUNSET OF THIS ORDINANCE.

WHEREAS, persistent and increasing homelessness is a public health and safety issue that greatly impacts people experiencing homelessness, as well the entire community, all citizens, neighborhoods, and businesses; and

WHEREAS, in Olympia and Thurston County and throughout the nation, large numbers of individuals, families and unaccompanied youth are experiencing homelessness due to such factors as job loss, rising housing costs, stagnant and declining wages, family crisis, domestic violence, trauma, substance abuse, and mental health issues; and

WHEREAS, communities such as Seattle, Washington; Tacoma, Washington; Portland, Oregon; and Los Angeles, California, have declared states of emergency in order to provide expedited emergency services and shelters for unsheltered individuals, families and unaccompanied youth; and

WHEREAS, the 2018 Thurston County Point in Time Census identified 835 homeless persons, including 320 unsheltered individuals, and marking a 56% increase from 2017; and

WHEREAS, the most recent 2016-2017 school year count by the Office of the Superintendent of Public Instruction in Washington found 1,670 homeless students within Thurston County, a 32% increase from 2008 and a 10% increase over last year; and

WHEREAS, the supply of available temporary shelter beds in the county is inadequate to meet demand, as there are only 386 transitional housing and emergency beds (plus 54 hazardous cold weather beds) available on a given night; and

WHEREAS, on any given night in Olympia approximately 130 people can be found sleeping in doorways, and on the street within a 81 block area of downtown; while throughout the remaining Olympia and Thurston County area, hundreds of additional people, including families and unaccompanied youth, can be found sleeping in parks, cars, in wooded areas, under bridges and highway overpasses, and other places not meant for human habitation, which creates an unsafe environment for the community; and

WHEREAS, in 2018 there have been 27 active code enforcement cases related to homeless encampments in the City of Olympia, some of which may be occupied by 100 or more persons; and

WHEREAS, the experience of being unsheltered is traumatic and endangers public health as these conditions expose occupants to harmful weather conditions, communicable diseases such as hepatitis, tuberculosis, respiratory illnesses, malnutrition, and violence; and exacerbate medical conditions such as high blood pressure, diabetes and asthma because there is no safe place to properly store medications or syringes; and

WHEREAS, mental health issues such as depression or schizophrenia often develop or intensify for unsheltered individuals, and those conditions frequently co-occur with a complex mix of severe physical, alcohol and/or substance use, and other social problems; and

WHEREAS, when a patient's health is continually compromised by unstable conditions health care services are rarely effective, and inpatient hospitalization or residential drug treatment and mental health care rarely have lasting impacts when a patient is returned to a homeless environment; and

WHEREAS, conditions in homeless encampments present serious health and sanitation issues which are dangerous to human health, including accumulation of uncontained garbage that becomes a food source for vermin, vectors (organisms that transmit diseases or parasites), and related pathogens; lack of proper food storage and clean dishes that can facilitate the spread of food-borne disease; lack of sanitary facilities to dispose of human and animal fecal waste; improper disposal of discarded medical and sharps waste; accumulation of combustible materials that can ignite; lack of access to handwashing and personal hygiene; lack of clean water; lack of access to healthy food; and the victimization of homeless persons by both sheltered and non-sheltered persons; and

WHEREAS, other environmental degradation can occur, such as damage to critical wetlands and wetland and river buffers when occupied by encampments, or surface water contamination due to runoff from garbage that can find its way into groundwater, rivers, and to other waterbodies causing harm to people, fish and wildlife; and

WHEREAS, the above circumstances present significant public health and safety issues for the entire community and necessitate urgent further actions to mitigate the conditions giving rise to this threat to public health and safety; and

WHEREAS, the City is confronted with exigent financial circumstances related to this public health and safety emergency to protect its citizens and residents, and to protect the community; and

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

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

Section 1. The above-stated recitals are adopted as findings of the City Council and are incorporated by this reference as though fully set forth herein.

Section 2. It is hereby declared that a state of emergency exists due to an exigent threat to human health and environmental conditions related to homelessness affecting the City of Olympia. Therefore:

- A.** The City Manager is hereby authorized and empowered to carry out those powers and duties as are reasonable and necessary to mitigate the effects of the emergency.
- B.** All of the personnel, services and facilities of the City of Olympia will be utilized as needed, in response to the emergency needs of the community.
- C.** Those departments, officers, and employees of the City are authorized and empowered, among other things, to do the following:
 - (1) Obligate funds for emergency expenditures as directed by the City Council;

- (2) Enter into contracts and incur obligations necessary to combat such emergency situations to protect the health and safety of persons and property;
- (3) Provide appropriate emergency shelter to houseless individuals; and
- (4) Take other actions, as appropriate, in response to such emergency.

D. Each designated City department is authorized to exercise the powers vested under Section 2 of this ordinance in the light of these exigencies of an extreme emergency situation without regard to time consuming procedures and formalities prescribed by law (with the exception of mandatory constitutional requirements).

Section 3. Sunset Provision. This ordinance shall sunset and no longer be in force or effect at 11:59 p.m. on June 19, 2021. The City Council shall, no later than 36 months after the effective date of this ordinance, review the conditions that have given rise to this public health emergency to determine if such conditions warrant keeping in place the extraordinary measures authorized herein to respond to this public health emergency.

Section 4. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 5. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section 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 is for the immediate preservation of public peace, health, safety, and welfare of the public, and shall take effect upon adoption, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED: