



City of Olympia

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8447

Meeting Agenda City Council

Tuesday, December 17, 2013

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [13-1071](#) Recognition of Outgoing Councilmember Karen Rogers

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 Council regarding only items related to City business, including items on the Agenda, except 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. Individual testimony is limited to three minutes or less. In order to hear as many people as possible during the 30-minutes set aside for Public Communication, the Council will refrain from commenting on individual testimony until all public comment has been taken. The City Council will allow for additional testimony 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 [13-1069](#) Approval of December 10, 2013 City Council Meeting Minutes

Attachments: [Minutes](#)

4.B [13-1070](#) Bills and Payroll Certification

Attachments: [Bills and Payroll Certs](#)

4.C [13-1026](#) Approval of Resolution to Reject All Bids for the Percival Landing F Float Replacement projectdy

Attachments: [1. Resolution](#)

[2. Bid Results](#)

4.D [13-1053](#) Approval of Amendment to the City Manager's Employment Contract

Attachments: [Employment Contract](#)

- 4.E [13-1059](#) Approval of Memorandum of Understanding with the Olympia Capitol Park Foundation Regarding Isthmus Property

Attachments: [Isthmus OCPF MOU](#)

- 4.F [13-1060](#) Approval of Agreement between the City Of Olympia and Thurston County for Sharing Geospatial Data

Attachments: [Interlocal Agreement](#)

- 4.G [13-1061](#) Approval of Purchase and Sale Agreement for the Site of the Future Southeast Olympia Water Supply Reservoir

Attachments: [Agreement](#)
[Property Map](#)

- 4.H [13-1064](#) Approval of Intergovernmental Agreement for Maintenance of the Amtrak Depot

Attachments: [Interlocal Agreement](#)
[2014 Centennial Station Budget](#)

- 4.I [13-1072](#) Approval of Interlocal Agreement with Lewis County for Jail Services

Attachments: [Interlocal Agreement](#)

SECOND READINGS

- 4.J [13-0912](#) Approval of Ordinance Amending Transportation Impact Fees

Attachments: [Ordinance](#)
[Impact Fees Table](#)

- 4.K [13-0913](#) Approval of Ordinance Amending Olympia Municipal Code to Add Reclaimed Water Engineering Fees

Attachments: [Ordinance](#)

- 4.L [13-0980](#) Approval of Ordinance Adopting 2014 Park Impact Fee Rate Adjustment

Attachments: [Ordinance](#)

- 4.M [13-1005](#) Approval of Ordinance Amending School Impact Fees

Attachments: [2014 School Impact Fees Ordinance](#)

- 4.N [13-1015](#) Approval of Ordinance Amending Utility Tax Rate on Drinking Water

Attachments: [Utility Services Tax Ordinance](#)

- 4.O [13-1017](#) Approval of Ordinance Appropriating 2014 Special Funds

Attachments: [Special Funds Ordinance](#)

- 4.P [13-1021](#) Approval of Ordinance Adopting the 2014 Utility Rates and General Facilities Charges
Attachments: [Utility Rate Ordinance](#)
[UAC Recommendation](#)
- 4.Q [13-1033](#) Approval of Ordinance Updating Obsolete and Outdated Sections of the Olympia Municipal Code and Correcting Scrivener Errors
Attachments: [Ordinance](#)
- 4.R [13-1011](#) Approval of Ordinance Adopting the 2014 - 2019 Capital Facilities Plan (CFP) and Appropriating Funds for 2014
Attachments: [Ordinance](#)
[Summary of Changes](#)
[Project Summary Sheets](#)
- 4.S [13-1010](#) Approval of Ordinance Adopting the 2014 Operating Budget
Attachments: [Budget Ordinance](#)
[Summary of Budget Changes](#)

FIRST READINGS - None

5. PUBLIC HEARING

- 5.A [13-0985](#) Proposed Amendment of 2013 Community Development Block Grant (CDBG) Action Plan to include Section 108 Loan for Downtown Safety Improvements
Attachments: [Section 108 Downtown Safety Improvements - Loan Review Summary \(3\)](#)

6. OTHER BUSINESS

- 6.A [13-0893](#) Year End Accomplishments Review

7. CONTINUED PUBLIC COMMUNICATION

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

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

8.B CITY MANAGER'S REPORT AND REFERRALS

9. ADJOURNMENT

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the Council's Secretary at 360.753-8244 at least 48 hours in advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.

City of Olympia

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

City Council

Recognition of Outgoing Councilmember Karen Rogers

Agenda Date: 12/17/2013

Agenda Number: 2.A

File Number: 13-1071

File Type: recognition

Version: 3

Status: Recognition

..Title

Recognition of Outgoing Councilmember Karen Rogers

..Recommended Action

City Manager Recommendation:

Recognize Councilmember Karen Rogers for her four years of service on the Olympia City Council.

..Report

Background and Analysis:

Councilmember Rogers' term on the Olympia City Council ends December 31, 2013. Councilmember Rogers was elected four years ago. Prior to her election, she served on the City's Utility Advisory Committee.



City of Olympia

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8447

Meeting Minutes - Draft City Council

Tuesday, December 10, 2013

7:00 PM

Council Chambers

1. ROLL CALL

Present: 5 - Mayor Stephen H. Buxbaum, Mayor Pro Tem Nathaniel Jones, Councilmember Jim Cooper, Councilmember Karen Rogers and Councilmember Julie Hankins

Excused: 2 - Councilmember Steve Langer and Councilmember Jeannine Roe

1.A ANNOUNCEMENTS

City Attorney Tom Morrill introduced the City's new Prosecutor, Ms. Charlyn Rees. Ms. Rees provided a brief summary of her background.

1.B APPROVAL OF AGENDA

Mayor Buxbaum asked to add an item under Special Recognition regarding the Homeless Connect event that was held at The Olympia Center this past weekend. Council agreed.

Councilmember Hankins moved, seconded by Mayor Pro Tem Jones, to approve the agenda as amended. The motion carried by the following vote:

Aye: 5 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Rogers and Councilmember Hankins

Excused: 2 - Councilmember Langer and Councilmember Roe

2. SPECIAL RECOGNITION

Homeless Connect Event

City Manager Steve Hall said the Homeless Connect event on Saturday at The Olympia Center was a great success. He said items provided included food, referrals for services and shelter, haircuts, foot care, and personal hygiene items. Councilmember Cooper shared event statistics gathered by the HOME Consortium.

The recognition was received.

2.A 13-1020 Special Recognition - Electric Vehicle and Charging Station Pilot Project

Program Specialist Danelle MacEwan provided a Powerpoint presentation on the

Green Fleet Policy and use of electric vehicles. She shared the implementation timeline, including installation of charging stations and procurement of six Nissan Leaf vehicles. She reported the City will receive four free charging stations from Nissan. Charging stations will be installed at City Hall and the Lee Creighton Justice Center for use by the public at a cost of \$1 per hour.

Councilmembers thanked staff for their work on this.

The recognition was received.

3. PUBLIC COMMUNICATION

Mr. Ben Charles Jr. spoke of the Crazy Faith ministries and their continued need to use of the parking lot to feed the homeless.

Ms. Dee Hampton, 2122 Overhulse Rd NW, Joyful Hands Ministries, said there are few people using the parking lot at the corner of State and Franklin where they distribute food to the homeless.

Ms. Laurie Ricue asked if any of the Councilmembers had to worry about where their next meal was coming from.

Mr. James Cayenne said he helps with Crazy Faith ministries and believes in helping those who are less fortunate.

Ms. Justine Simcox asked the Council to allow Crazy Faith ministries to continue serving the homeless in the parking lot.

Ms. Marilyn Law said she helped serve breakfast last Saturday with Joyful Hands and thanked the City for the Homeless Connect event.

Mr. Jim Reeves said he believes the 1980 eruption of Mount St. Helens was a communication from God.

Mr. Marcus Works Dorsy spoke in support of Crazy Faith.

Ms. Cheyenne French spoke in support of Crazy Faith.

Ms. Erin Miller, 425 Ensign Rd NE, spoke in support of Crazy Faith.

Mr. Jonathan Sturm, 305 W Marcy Ave #6, Montesano, spoke in support of Crazy Faith.

Mr. John Forespring, 1405 Harrison Ave #208, said he had heard there was no communication from the City until today. He also voiced concern about the fines related to use of the parking lot. He asked the City help Crazy Faith find an alternate location.

Ms. Tracee Forespring, 2729 Riverlea Dr SE, said Native Americans are generous people and she supports Crazy Faith.

Mr. Steve Lyons, 1207 Central St SE, stated he saw an ad on Craigslist regarding removing timber from a City right-of-way near 13th and Boundary. He asked if City regulations were followed.

Mr. Dave Roland, 2403 Pacific Ave., spoke in support of Crazy Faith.

Mr. Fury Riccio, Rainier, spoke in support of Crazy Faith to remain in this parking lot.

Ms. Meg Martin, 1118 Eastside St NE, spoke in support of the emergency cold response provided by various agencies this past weekend.

Mr. Jeff Doyle, street outreach worker, spoke in support of the homeless and poor people.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

Councilmember Rogers asked the City Manager if any progress has been made to find an alternative site for the Crazy Faith ministries. Mr. Hall said he would like to sit down with individuals to discuss this.

Mr. Hall also said he will check with Mr. Lyons regarding the trees in the City's right-of-way.

Councilmember Hankins stated the Police have received complaints from drivers who say people are darting in front of their cars near the Crazy Faith ministry.

Mayor Pro Tem Jones said this is about people, love, religion, and connections. He does not believe the City wants to shut down this ministry.

Councilmember Cooper said this needs to be better coordinated to provide for the homeless. He also said this parking ordinance is not about feeding the homeless.

4. CONSENT CALENDAR

- 4.A 13-1035** Approval of November 26, 2013 Special Meeting of the City Council to Conduct Business of the General Government Committee Meeting Minutes

The minutes were adopted.

- 4.B 13-1042** Approval of December 3, 2013 Special Study Session Minutes

The minutes were adopted.

- 4.C 13-1045** Approval of December 3, 2013 City Council Meeting Minutes

The minutes were adopted.

- 4.D 13-1041** Approval of Appointment to the Olympia Heritage Commission

The decision was adopted.

SECOND READINGS

- 4.E 13-0961** Approval of Ordinance Amending Olympia Municipal Code 10.16, 10.20 and 10.44 Related to Parking

The ordinance was adopted on second reading. Councilmember Rogers registered a no vote.

- 4.F 13-0988** Amendment to Ordinance 6864 (Operating Budget)

The ordinance was adopted on second reading.

- 4.G 13-0990** Amendment to Ordinance 6865 (Special Funds)

The ordinance was adopted on second reading.

- 4.H 13-0991** Amendment to Ordinance 6866 (Capital Budget)

The ordinance was adopted on second reading.

FIRST READINGS

- 4.I 13-0980** Approval of Ordinance Adopting 2014 Park Impact Fee Rate Adjustment

The ordinance was approved on first reading and moved to second reading. Councilmember Rogers registered a no vote.

- 4.J 13-0912** Approval of Ordinance Amending Transportation Impact Fees

The ordinance was approved on first reading and moved to second reading. Councilmember Rogers registered a no vote.

- 4.K 13-1005** Approval of Ordinance Amending School Impact Fees

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

- 4.L 13-0913** Approval of Ordinance Amending Olympia Municipal Code to Add Reclaimed Water Engineering Fees

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

4.M 13-1015 Approval of Ordinance Amending Utility Tax Rate on Drinking Water

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

4.N 13-1021 Approval of Ordinance Adopting the 2014 Utility Rates and General Facilities Charges

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

4.O 13-1033 Approval of Ordinance Updating Obsolete and Outdated Sections of the Olympia Municipal Code and Correcting Scrivener Errors

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

4.P 13-1017 Approval of Ordinance Appropriating 2014 Special Funds

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

4.Q 13-1011 Approval of Ordinance Adopting the 2014 - 2019 Capital Facilities Plan (CFP) and Appropriating Funds for 2014

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

4.R 13-1010 Approval of Ordinance Adopting the 2014 Operating Budget

**The ordinance was approved on first reading and moved to second reading.
Councilmember Rogers registered a no vote.**

Approval of the Consent Agenda

Councilmember Hankins moved, seconded by Mayor Pro Tem Jones, to adopt the Consent Calendar. The motion carried by the following vote with Councilmember Rogers voting no on items 4I, 4J, and 4R:

Aye: 5 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Rogers and Councilmember Hankins

Excused: 2 - Councilmember Langer and Councilmember Roe

5. PUBLIC HEARING - None

6. OTHER BUSINESS

6.A 13-1023 Briefing on Downtown Project III

Downtown Liaison Brian Wilson provided a brief background of the Downtown Project which includes many projects. He highlighted the return of the Walking Patrol, establishment of the Ambassador Program, best management practices with bars and taverns, and changes of underutilized places into public spaces.

He reviewed projects scheduled to be completed next year and noted the Downtown Project is a community project.

Councilmembers thanked him for his work.

The report was received.

7. CONTINUED PUBLIC COMMUNICATION

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Due to the cold weather, Mayor Buxbaum suggested deferring Reports to next week. Council agreed.

8.B CITY MANAGER'S REPORT AND REFERRALS

City Manager Steve Hall noted the Legislative Breakfast will remain on January 10 with two of our delegates.

9. ADJOURNMENT

The meeting adjourned at 8:50 p.m.

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>10/27/2013</u>	THROUGH	<u>11/2/2013</u>
FOR A/P CHECK NUMBERS	<u>340187</u>	THROUGH	<u>340476</u>
FOR ELECTRONIC PAYMENTS	<u></u>	THROUGH	<u></u>

INCLUSIVE IN THE AMOUNT TOTALING

DATED

November 5, 2013

ADMINISTRATIVE SERVICES DIRECTOR

Jane Kirkemo

TOTAL APPROVED FOR PAYMENT
FUND

\$184,839.01	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$21,083.73	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$0.00	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$402.15	029	EQUIP & FACIL REPLACE RES
\$7,114.24	107	HUD
\$6,892.09	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$6,000.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$220.12	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	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
\$243,732.90	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$742.42	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$30,026.25	401	WATER
\$11,156.52	402	SEWER
\$21,624.01	403	SOLID WASTE
\$14,862.57	404	STORM AND SURFACE WATER
\$3,569.93	434	STORM AND SURFACE WATER CIP
\$424,927.29	461	WATER CIP FUND
\$256,718.69	462	SEWER CIP FUND
\$46,615.69	501	EQUIPMENT RENTAL
\$2,616.76	502	C. R. EQUIPMENT RENTAL
\$16,367.31	503	UNEMPLOYMENT COMPENSATION
\$166.44	504	INS TRUST FUND
\$43,294.68	505	WORKERS COMPENSATION
\$393.20	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
<hr/>		
\$1,343,366.00		GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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FOR PERIOD 11/3/2013 THROUGH 11/9/2013
 FOR A/P CHECK NUMBERS 340477 THROUGH 340737
 FOR ELECTRONIC PAYMENTS 10/1/2013 THROUGH 10/31/2013
 INCLUSIVE IN THE AMOUNT TOTALING

DATED

November 12, 2013

ADMINISTRATIVE SERVICES DIRECTOR

Jane Kukemo

TOTAL APPROVED FOR PAYMENT
FUND

\$1,415,892.12	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$21,145.42	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$18,597.75	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$2,775.20	029	EQUIP & FACIL REPLACE RES
\$1,608.52	107	HUD
\$17,750.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$8,625.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$417.36	134	PARKS AND REC SIDEWALK UT TAX
-\$13.01	135	PARKING BUSINESS IMP AREA
\$299.20	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$20.00	138	TRANS BENEFIT 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
\$16,005.09	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
-\$57.42	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$59,097.27	401	WATER
\$912,782.65	402	SEWER
\$40,877.96	403	SOLID WASTE
\$13,983.26	404	STORM AND SURFACE WATER
\$0.00	434	STORM AND SURFACE WATER CIP
\$61,080.85	461	WATER CIP FUND
\$1,163.00	462	SEWER CIP FUND
\$6,543.03	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$1,261.20	504	INS TRUST FUND
\$28,328.98	505	WORKERS COMPENSATION
\$3,088.05	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
\$57,207.64	720	SCHOOLS
<hr/>		
\$2,688,479.12	GRAND TOTAL FOR WEEK	

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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FOR PERIOD 11/10/2013 THROUGH 11/16/2013
 FOR A/P CHECK NUMBERS 340738 THROUGH 340903
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

Nov. 19, 2013

ADMINISTRATIVE SERVICES DIRECTOR

Janet Raymond Kikemeo

TOTAL APPROVED FOR PAYMENT
FUND

\$98,814.04	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$59,464.20	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$505.92	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$78,155.14	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$4,481.86	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	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
\$5,765.11	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
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$4,829.02	401	WATER
\$2,974.85	402	SEWER
\$7,977.19	403	SOLID WASTE
\$2,790.30	404	STORM AND SURFACE WATER
\$0.00	434	STORM AND SURFACE WATER CIP
\$0.00	461	WATER CIP FUND
\$35,443.45	462	SEWER CIP FUND
\$1,572.95	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$0.00	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$50,780.00	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
\$353,554.03		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 11/17/2013 THROUGH 11/23/2013
 FOR A/P CHECK NUMBERS 340904 THROUGH 341205
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

November 29, 2013

ADMINISTRATIVE SERVICES DIRECTOR

Jane Ladford Kirkemo

TOTAL APPROVED FOR PAYMENT
FUND

\$504,049.98	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$12,087.98	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$29.98	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$18,354.72	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$39,837.39	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
\$1,197.99	134	PARKS AND REC SIDEWALK UT TAX
\$140.00	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	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
\$11,835.46	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$3,647.50	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$23,339.68	401	WATER
\$12,172.35	402	SEWER
\$287,396.51	403	SOLID WASTE
\$56,223.77	404	STORM AND SURFACE WATER
\$122,794.78	434	STORM AND SURFACE WATER CIP
\$33,993.52	461	WATER CIP FUND
\$90,899.98	462	SEWER CIP FUND
\$16,581.83	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$0.00	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$554.88	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

\$1,235,138.30 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,

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FOR PERIOD 11/24/2013 THROUGH 11/30/2013
 FOR A/P CHECK NUMBERS 341206 THROUGH 341440
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

December 23, 2013

ADMINISTRATIVE SERVICES DIRECTOR

Jane Fogarty Kikeme

TOTAL APPROVED FOR PAYMENT
FUND

\$120,536.46	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$12,015.11	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$0.00	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$385,288.29	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
\$150.17	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	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
\$31,359.22	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
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$20,210.92	401	WATER
\$13,164.04	402	SEWER
\$1,626.97	403	SOLID WASTE
\$48,686.80	404	STORM AND SURFACE WATER
\$1,631.97	434	STORM AND SURFACE WATER CIP
\$199,344.81	461	WATER CIP FUND
\$6,497.02	462	SEWER CIP FUND
\$78,814.35	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$0.00	505	WORKERS COMPENSATION
\$1,353.43	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
\$1,074.00	701	PARKS-NEIGHBORHOOD
\$4,080.00	702	PARKS-COMMUNITY
\$1,578.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$3,988.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS

\$931,399.56 GRAND TOTAL FOR WEEK

	11/25/2013	11/27/2013	Electronic Transactions	TOTAL
001	45,993.95	74,542.51		120,536.46
002				0.00
003	5,727.81	6,287.30		12,015.11
004				0.00
025				0.00
026				0.00
029	385,288.29			385,288.29
107				0.00
108				0.00
127				0.00
130				0.00
132				0.00
133				0.00
134	112.17	38.00		150.17
135				0.00
136				0.00
137				0.00
138				0.00
208				0.00
216				0.00
223				0.00
224				0.00
225				0.00
226				0.00
227				0.00
228				0.00
317	30,851.96	507.26		31,359.22
322				0.00
323				0.00
324				0.00
325				0.00
326				0.00
329				0.00
331				0.00
401	14,530.21	5,680.71		20,210.92
402	4,053.92	9,110.12		13,164.04
403	902.13	724.84		1,626.97
404	41,768.31	6,918.49		48,686.80
434		1,631.97		1,631.97
461	41,891.57	157,453.24		199,344.81
462		6,497.02		6,497.02
501	38,436.91	40,377.44		78,814.35
502				0.00
503				0.00
504				0.00
505				0.00
604	960.23	393.20		1,353.43
605				0.00
621				0.00
631				0.00
682				0.00
701		1,074.00		1,074.00
702		4,080.00		4,080.00
703		1,578.00		1,578.00
707				0.00
711		3,988.00		3,988.00
720				0.00
TOTALS	\$610,517.46	\$320,882.10	\$0.00	\$931,399.56

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 12/1/2013 THROUGH 12/7/2013
 FOR A/P CHECK NUMBERS 341441 THROUGH 341626
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

12/11/13

ADMINISTRATIVE SERVICES DIRECTOR

Jane Kirkemo

TOTAL APPROVED FOR PAYMENT
FUND

\$571,773.63	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$7,070.21	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$0.00	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$0.00	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$6,299.44	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
\$305.92	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	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
\$4,736.96	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
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$13,455.08	401	WATER
\$815,234.46	402	SEWER
\$1,398.75	403	SOLID WASTE
\$168.62	404	STORM AND SURFACE WATER
\$2,862.00	434	STORM AND SURFACE WATER CIP
\$336.26	461	WATER CIP FUND
\$437.50	462	SEWER CIP FUND
\$11,455.03	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$0.00	505	WORKERS COMPENSATION
\$2,465.60	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
<hr/>		
\$1,437,999.46	GRAND TOTAL FOR WEEK	

	USE TAX			12/5/2013	Electronic Transactions	TOTAL
	12/3/2013	12/4/2013	12/5/2013			
001	59,612.49	740.55	114,894.62		571,773.63	
002					0.00	
003			7,070.21		7,070.21	
004					0.00	
025					0.00	
026					0.00	
029					0.00	
107					0.00	
108			6,299.44		6,299.44	
127					0.00	
130					0.00	
132					0.00	
133					0.00	
134					0.00	
135					305.92	
136					0.00	
137					0.00	
138					0.00	
208					0.00	
216					0.00	
223					0.00	
224					0.00	
225					0.00	
226					0.00	
227					0.00	
228					0.00	
317			4,736.96		4,736.96	
322					0.00	
323					0.00	
324					0.00	
325					0.00	
326					0.00	
329					0.00	
331					0.00	
401	17.92	22.29	13,414.87		13,455.08	
402			815,234.46		815,234.46	
403			1,398.75		1,398.75	
404		71.63	96.99		168.62	
434			2,862.00		2,862.00	
461			336.26		336.26	
462			437.50		437.50	
501		25.04	11,429.99		11,455.03	
502					0.00	
503					0.00	
504					0.00	
505					0.00	
604	2465.60				2,465.60	
605					0.00	
621					0.00	
631					0.00	
682					0.00	
701					0.00	
702					0.00	
703					0.00	
707					0.00	
711					0.00	
720					0.00	
TOTALS	\$62,096.01	\$860.67	\$978,516.81	\$0.00	\$1,437,999.46	
				\$0.00	\$0.00	

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **10/31/2013** have been examined and are approved as recommended for payment.

Employees Gross Pay: \$ 1,673,365.91

Employer Share of Benefits: \$ 594,223.05

Employer Share of LEOFF I
Police Post-Retirement Benefits:

Employer Share of LEOFF I
Fire Post-Retirement Benefits:

TOTAL **\$ 2,267,588.96**

Paid by:

Payroll Check Numbers	86516	86517	manual checks
	And 86524	86524	manual checks
	And 86525	86544	semi checks

and Direct Deposit transmission.

October 31, 2013
DATE


ADMINISTRATIVE SERVICES DIRECTOR

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **11/15/2013** have been examined and are approved as recommended for payment.

Employees Gross Pay: \$ 1,703,663.57

Employer Share of Benefits: \$ 594,139.40

Employer Share of LEOFF I
Police Post-Retirement Benefits: \$ 45,885.20

Employer Share of LEOFF I
Fire Post-Retirement Benefits: \$ 36,928.37

TOTAL \$ 2,380,616.54

Paid by:

Payroll Check Numbers	<u>86545</u>	<u>86551</u>	Manual Checks
And	<u>86552</u>	<u>86557</u>	Fire Pension Checks
And	<u>86558</u>	<u>86575</u>	Semi Payroll Checks

and Direct Deposit transmission.

11/21/13
DATE

Jane Langland Keikeno
ADMINISTRATIVE SERVICES DIRECTOR

City of Olympia

City Council

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

Approval of Resolution to Reject All Bids for the Percival Landing F Float Replacement Project

Agenda Date: 12/17/2013

Agenda Number: 4.C

File Number: 13-1026

File Type: resolution

Version: 1

Status: Consent Calendar

..Title

Approval of Resolution to Reject All Bids for the Percival Landing F Float Replacement Project

..Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to adopt the resolution to reject all bids.

..Report

Issue:

Whether to adopt a resolution to reject all bids for the Percival Landing F Float Replacement project since bids were 106% over the Engineer's estimate.

Staff Contact:

Kip Summers, P.E., Parks, Arts and Recreation, 360.570.5834

Presenter(s):

None - Consent Calendar item.

Background and Analysis:

The Percival Landing F Float Replacement project replaces the floats, pilings, gangway and pump out. The new F Float will include concrete floats with steel grating to meet permitting requirements. The floats will include power and water pedestals for transient moorage users and a new sewage pump out facility. Except for the sewage pump out facility, F float is closed due to safety concerns.

On December 5, 2013, the City received four bids for this project. All four bids were more than double the engineer's estimate of \$406,600. There are not sufficient project funds to award the project, based on bids submitted. Olympia Municipal Code 3.16.100 (D) states that the City cannot award a construction project, "unless funds in the amount of at least 110 percent of the bid are available." That amount of funding is not available for this project.

Staff's understanding of the reason for the higher than expected bids is twofold. The first issue is the tight time frame. The permits require the Contractor to be out of the

Agenda Date: 12/17/2013

Agenda Number: 4.C

File Number: 13-1026

water during the salmonid migration period which is March 3 to July 1. This requires expedited float manufacturing and/or permit modifications. Secondly, only one of the many float manufacturers was willing to provide bids to the various contractors, which eliminated the competitive bidding for the float portion of the work. The expectation by one bidder was that floats would cost less than \$100,000 (similar to the engineers estimate) yet the bid from the only float manufacturer willing to bid this project was more than \$350,000.

Staff recommends rejecting all bids and rebidding in the spring. The in-water work would then occur in August or September, with completion in the fall. Staff will further research the reason for the high bids and revise specifications to meet project funding. Council has authority to reject all bids by resolution pursuant to RCW 35.23.352. Staff will develop and implement a communication outreach strategy to inform the boating community and public of this change in the project schedule.

Neighborhood/Community Interests (if known):

The boating community would like to see power and water services added to the Percival Landing floats. The floats have been without power and water since 2006 and F Float was closed in January of 2013 due to safety concerns.

Options:

1. Reject all bids. Staff will re-evaluate the specifications and timing of this project with the intent to rebid the project in the spring.
2. Delay award of contract until January to allow additional funds from other scheduled maintenance projects to be moved into this project. This eliminates the ability to adjust specifications and timeline to reduce project costs.

Financial Impact:

There are insufficient funds in the F Float Replacement project. The low bid was \$837,629.44 and the Engineer's estimate was \$406,600.00.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA,
WASHINGTON, REJECTING ALL BIDS FOR THE PERCIVAL LANDING
F-FLOAT REPLACEMENT PROJECT.**

WHEREAS, the engineer's estimate to complete the Percival Landing F-Float Replacement project was \$406,600 and the lowest bid on the project was \$837,629, which is \$431,029 above the engineer's estimate; and

WHEREAS, Olympia Municipal Code 3.16.110 states that no Public Works contract award will be made on projects bid via the formal bidding process (construction in excess of \$300,000) unless funds in the amount of at least 110 percent of the bid are available; and

WHEREAS, there are insufficient funds in the project budget to award this project at the amount that was bid; and

WHEREAS, the City Council is authorized to reject all bids pursuant to RCW 35.23.352 as well as the rights reserved by the City in its advertisement calling for bids; and

WHEREAS, City staff recommends that Council reject all bids, allowing staff to determine how best to proceed with the project, in light of the increased costs;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The lowest bid received for construction of the Percival Landing F-Float Replacement project was \$431,029.44 above the engineer's estimate, and funds are not available for such project, therefore, all bids for the project must be rejected pursuant to Olympia Municipal Code 3.16.110, and as otherwise authorized by law.

PASSED BY THE OLYMPIA CITY COUNCIL this 17th day of December 2013.

STEPHEN H. BUXBAUM, MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY (ACA)

Percival Landing F Float Replacement
Bid Opening - December 5, 2013 10:00 AM

Contractor	Base Bid
Engineers Estimate	\$406,600.00
Pacific Pile and Marine, L.P.	\$837,629.44
American Construction Co., Inc.	\$979,200.00
McClure and Sons, Inc.	\$865,198.27
Quigg Bros, Inc.	\$924,800.00

City of Olympia

City Council

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

Approval of Amendment to the City Manager's Employment Contract

Agenda Date: 12/17/2013

Agenda Number: 4.D

File Number: 13-1053

File Type: contract

Version: 1

Status: Consent Calendar

..Title

Approval of Amendment to the City Manager's Employment Contract

..Recommended Action

City Manager Recommendation:

Move to approve and authorize the Mayor to sign an amendment to the City Manager's Employment Contract granting a Cost of Living Adjustment Increase in the amount of 3%, effective January 1, 2014.

..Report

Issue:

Consider granting a 3% Cost of Living Adjustment to the City Manager.

Staff Contact:

Steven R. Hall, City Manager, 753-8447

Presenter(s): N/A

Background and Analysis:

The City employs the City Manager pursuant to an employment agreement executed originally in 2003. The agreement provides that the City Manager may request adjustments to his annual compensation and a performance bonus.

The City Manager's salary has not changed since 2009. Due to the poor economy, the City Manager chose not to request any salary changes for 2010 through 2013.

For 2014, the City Manager is requesting a Cost of Living Adjustment of 3%. This is the same percentage budgeted for other non-represented employees of the City. On December 10, 2013, the City Council approved, on first reading, a budget ordinance which included funding for a 3% Cost of Living Adjustment for independent employees. The City Manager is not requesting a performance bonus.

The City Council held an Executive Session on December 3, 2013 for the purpose of reviewing the performance of the City Manager.

Options:

1. Approve the Cost of Living Adjustment request of 3%.
2. Modify the amount.
3. Deny the request.

Agenda Date: 12/17/2013
Agenda Number: 4.D
File Number: 13-1053

Financial Impact:
\$4,464.00

**AMENDMENT NO. 2 TO
OLYMPIA CITY MANAGER EMPLOYMENT AGREEMENT**

THIS AMENDMENT is made and entered into this 17th day of December 2013, by and between the City of Olympia, a Washington municipal corporation (“City”), and Steven R. Hall (“City Manager”).

Recitals

1. On September 23, 2003, the City and the City Manager entered into an employment agreement (“the Agreement”).

2. Through Amendment No. 1 dated March 31, 2009, the City and the City Manager amended the Agreement to modify the compensation.

3. Section V, Performance Evaluation and Compensation Review, of the Agreement states that the City Council shall conduct a mid-year and year-end evaluation of the City Manager’s performance.

4. Subsection V(B), Compensation Review, of the Agreement states that at the conclusion of the year-end evaluation, the Council may, at its discretion, review and adjust the City Manager’s compensation.

5. The City Council conducted the year-end performance evaluation for the City Manager on December 3, 2013.

6. The City Manager has requested a cost of living adjustment beginning January 1, 2014.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Exhibit B, City Manager Compensation, of the Agreement is hereby amended to read as follows:**EXHIBIT B**

CITY MANAGER COMPENSATION

1. Base Salary: ~~\$148,796.46~~ \$153,260.35 per year.

2. Performance Payment. In addition to the City Manager’s base salary, the City Manager may receive, at the discretion of the City Council, an additional annual lump sum performance payment if he achieves the performance goals and separately adopted

**AMENDMENT NO. 2 TO
OLYMPIA CITY MANAGER EMPLOYMENT AGREEMENT**

THIS AMENDMENT is made and entered into this 17th day of December 2013, by and between the City of Olympia, a Washington municipal corporation (“City”), and Steven R. Hall (“City Manager”).

Recitals

1. On September 23, 2003, the City and the City Manager entered into an employment agreement (“the Agreement”).
2. Through Amendment No. 1 dated March 31, 2009, the City and the City Manager amended the Agreement to modify the compensation.
3. Section V, Performance Evaluation and Compensation Review, of the Agreement states that the City Council shall conduct a mid-year and year-end evaluation of the City Manager’s performance.
4. Subsection V(B), Compensation Review, of the Agreement states that at the conclusion of the year-end evaluation, the Council may, at its discretion, review and adjust the City Manager’s compensation.
5. The City Council conducted the year-end performance evaluation for the City Manager on December 3, 2013.
6. The City Manager has requested a cost of living adjustment *beginning Jan. 1, 2014.*

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Exhibit B, City Manager Compensation, of the Agreement is hereby amended to read as follows:

**EXHIBIT B
CITY MANAGER COMPENSATION**

1. Base Salary: ~~\$148,796.46~~ \$153,260.35 per year.
2. Performance Payment. In addition to the City Manager’s base salary, the City Manager may receive, at the discretion of the City Council, an additional annual lump sum performance payment if he achieves the performance goals and separately adopted

performance criteria set according to Section V.A above. The City Council may determine, in its sole discretion, what percentage (if any) of the performance payment will be made to the City Manager and such payment will be made in February of the following year. If the City Manager leaves employment with the City for any reason other than termination for “just cause” as defined in Section VI.B.1 herein, the City Manager will be eligible to receive a prorated performance award calculated on the percentage of goals achieved and the number of months of participation. Any performance payment made under this paragraph is a one-time addition to the City Manager’s base salary, and shall not become part of the base salary.

3. Sick Leave: 12 days per year, consistent with the City’s administrative guidelines governing use of sick leave.

4. Vacation: Vacation shall accrue at the same rate as for other unrepresented employees with the same tenure, with the option for the City Manager to cash out up to 5 days per year on the condition that the City Manager has used at least 10 days of vacation in the year in which cash out is requested. The City Manager may accrue no more than 480 hours of unused vacation at any time.

5. Holidays: 11 days per year, according to the holiday schedule adopted by the City for other unrepresented City employees.

6. Medical, dental and vision insurance: The City shall pay the costs of medical, dental and vision insurance for the City Manager and his dependents, at the same rates available to other unrepresented City employees.

7. Long-term disability insurance. The City shall pay the costs of long-term disability insurance for the City Manager, consistent with the rates and terms of long-term disability insurance available to other unrepresented City employees.

8. Life insurance. The City shall pay the cost of premiums for term life insurance for the City Manager, with a value of the City Manager’s then-applicable annual base salary, contingent upon a successful medical exam if required by the insurance company.

9. Retirement benefits. The City shall contribute on the City Manager’s behalf to the Public Employees Retirement System and Social Security at the same rate the City contributes on behalf of other unrepresented City employees.

10. Deferred Compensation. On behalf of the City Manager, the City shall contribute three percent (3%) of the City Manager’s monthly base salary into the City Manager’s ICMA Deferred Compensation Account. In addition, the City shall also match on a monthly basis the City Manager’s own contributions into his ICMA Deferred Compensation Account, in an amount up to 3% of the City Manager’s base salary.

11. Bicycle allowance. Up to \$250 per calendar year for the actual cost of equipment, maintenance, clothing, and/or accessories for bicycle commuting.

2. All remaining provisions of the *Olympia City Manager Employment Agreement* dated September 23, 2003; and Amendment No. 1 dated March 31, 2009; and not previously or here amended or supplemented, shall remain as written in said Agreement, and shall continue in full force and effect.

DATED the day and year set forth above.

CITY OF OLYMPIA

Stephen H. Buxbaum, Mayor

ATTEST:

Debbie Krumpols, City Clerk

CITY MANAGER

Steven R. Hall

APPROVED AS TO FORM:



Tom Morrill, City Attorney

City of Olympia

City Council

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

Approval of Memorandum of Understanding with the Olympia Capitol Park Foundation Regarding Isthmus Property

Agenda Date: 12/17/2013

Agenda Number: 4.E

File Number: 13-1059

File Type: decision

Version: 1

Status: Consent Calendar

..Title

Approval of Memorandum of Understanding with the Olympia Capitol Park Foundation Regarding Isthmus Property

..Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Memorandum of Understanding between the City of Olympia and the Olympia Capitol Park Foundation regarding fundraising for demolition and development of isthmus properties.

..Report

Issue:

Approval of MOU which outlines commitments by the City and Olympia Capitol Park Foundation for use of donated funding.

Staff Contact:

Jay Burney, Assistant City Manager, 360.753.8740

Tom Morrill, City Attorney, 360.753.8223

Presenter(s):

Jay Burney, Assistant City Manager

Background and Analysis:

In June of 2013, the City of Olympia acquired two parcels (505 and 529 4th Avenue W) located on what is referred to as the isthmus.

The Olympia Capitol Park Foundation (OCPF) was a key partner in the acquisition, aiding staff in our lobbying efforts, and securing a \$600,000 Conservation Futures grant from Thurston County.

OCPF also wishes to contribute an additional \$400,000 in funding from private donations. The attached MOU outlines the commitments of both the City and OCPF in receiving this funding, as well as clarifying the intent to spend the funds on demolition and development activities on the two parcels.

Agenda Date: 12/17/2013

Agenda Number: 4.E

File Number: 13-1059

Neighborhood/Community Interests (if known):

N/A

Options:

1. Move to approve the Memorandum of Understanding between the City of Olympia and the Olympia Capitol Park Foundation.
2. Do not approve the Memorandum of Understanding and provide staff with direction on next steps.

Financial Impact:

Demolition of the two buildings on the isthmus properties (former County Health building and former Housing Authority building) is estimated at \$1,000,000. The \$400,000 in funding to be provided by the OCPF will be used to offset demolition costs as well as future development costs.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF OLYMPIA AND THE OLYMPIA CAPITOL PARK FOUNDATION
REGARDING ISTHMUS PROPERTY DEVELOPMENT**

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Olympia (the City) and the Olympia Capitol Park Foundation (OCPF), collectively "Parties" or "the Parties".

WHEREAS, the City purchased two parcels of property located at 505 and 529 4th Avenue W in Olympia, Washington, known as the "Isthmus Properties," and;

WHEREAS, the assistance of OCPF was instrumental in obtaining a \$600,000 Thurston County Conservation Futures grant used as part of the funding package for acquisition of the properties for a park, and;

WHEREAS, the assistance of the OCPF was also instrumental in obtaining a state of Washington Wildlife and Recreation Program grant to support creating the park, and;

WHEREAS, the City and OCPF wish to work in partnership to raise funds for demolition of the buildings on the Isthmus Properties and site development as a park, and;

WHEREAS, OCPF has a goal of providing at least \$400,000 to the City in donated funds to be used for design, permitting, demolition, and site redevelopment of the Isthmus Properties as a park;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. **The City's Commitments:**

- 1.1 The City will plan, design, and solicit bids for the demolition of buildings located on the Isthmus Properties.
- 1.2 The City will follow its normal processes for park development, which involves working with the Parks and Recreation Advisory Committee (PRAC) in conducting any/all public process for future site development, including meetings with the community to obtain feedback on desired project amenities and/or components, and the development of concept plans.
- 1.3 The City will apply any funds donated by OCPF toward the costs of demolition of buildings located on the Isthmus Properties and/or toward the costs of developing a park on the Isthmus Properties.
- 1.4 The City will use the established policies and practices for park naming.

2. **OCPF's Commitments:**

2.1 OCPF will work as partners with the City to raise additional grant funding and/or private donations for demolition and future development of the Isthmus Properties as a park.

2.2 OCPF has a goal of raising and providing at least \$400,000 to the City in funding to be used for building demolition and site development of the isthmus parcels as a park. Although OCPF is under no obligation to provide this funding, if the funding is provided it will be spent in accordance with the provisions of this MOU.

3. **Other Terms and Conditions**

3.1 **Joint Board.** This MOU creates no Joint Board and no separate legal entity.

3.2 **Amendment.** This MOU may be amended from time to time with the joint approval of both parties.

3.3 **Duration.** This MOU shall remain in effect until the development of the Isthmus Properties is completed. Either party may terminate this MOU by providing written notice of termination to the other party.

3.4 **Limited Effect of this MOU.** This document is an expression of the intent of the Parties on how donated funds from OCPF will be used for demolition and site development of the Isthmus Properties as a park. This document does not amend any of the City's regulations or impact in any manner any requirements for development within the City of Olympia.

3.5 **Points of Contact.** Each of the Parties shall designate from its respective staff a contact person with responsibility for administration of the terms of this MOU.

3.6 **Effective Date.** This Memorandum of Understanding shall be effective upon execution by all parties hereto.

CITY OF OLYMPIA

OLYMPIA CAPITOL PARK FOUNDATION

Steven R. Hall
Its: City Manager
Dated: _____

Print Name: _____
Its: _____
Dated: _____

APPROVED AS TO FORM:



Thomas C. Morrill, City Attorney

City of Olympia

City Council

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

Approval of Agreement between the City Of Olympia and Thurston County for Sharing Geospatial Data

Agenda Date: 12/17/2013

Agenda Number: 4.F

File Number: 13-1060

File Type: contract

Version: 1

Status: Consent Calendar

..Title

Approval of Agreement between the City Of Olympia and Thurston County for Sharing Geospatial Data

..Recommendation Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve and authorize the Mayor to sign the Data Sharing Agreement with Thurston County

..Report

Issue:

Provide a spatial (geographic) data sharing agreement between the City of Olympia and Thurston County that will enable more comprehensive and timely data sharing as required by the business needs of the City and County.

Staff Contact:

David Kuhn, Systems and Applications Supervisor, Administrative Services/IT Services, 360.752.8212

Presenter(s):

Not Applicable

Background and Analysis:

This agreement will replace an existing spatial data sharing agreement. The existing agreement limits the type of data and format of the data shared between the County and the City. This agreement enables staff to better coordinate data exchange through the City Surveyor and provides a more timely exchange of data, when and where applicable and/or required by the business of the City or County.

Neighborhood/Community Interests (if known):

Not Applicable

Options:

Maintain current agreement which imposes limits on data sharing.

Agenda Date: 12/17/2013
Agenda Number: 4.F
File Number: 13-1060

Financial Impact:

No financial obligation or budgetary impact to the City

When recorded return to:
City of Olympia
PO Box 1967
Olympia, WA 98507-1967

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND THURSTON COUNTY
FOR
SHARING GEOSPATIAL DATA**

Whereas, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

Whereas, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties;

Whereas, an existing inter local agreement dated August 7th, 2009 regarding the sharing of geospatial data will be superseded and replaced by this agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia (OLYMPIA) and Thurston County (THURSTON COUNTY) agree as follows:

1. Purpose/Objective

The purpose of this Agreement is to allow OLYMPIA to facilitate sharing and cooperative use of geospatial data and supporting attribution and metadata between OLYMPIA and THURSTON COUNTY. OLYMPIA and THURSTON COUNTY each have jurisdictional responsibility or mandated policy associated with land use planning, infrastructure development, transportation management, and/or resource management within the boundaries of the City of Olympia and/or the Urban Growth Area. Each organization uses Geographic Information Systems (GIS) or other spatial information technology to perform work and comply with policy or legal mandates. There is mutual public benefit to each of the parties in sharing GIS data which will allow both parties to accomplish these goals at a lower cost.

4. Public Records Requests

If either party to this Agreement receives a request for public disclosure that will require dissemination of material originating with another party, the party receiving the request will make an effort to notify the originating party. This notification is to allow the originating party an opportunity to seek relief from disclosure. However, each party to this Agreement recognizes that the agency receiving a public records request is responsible for determining the manner in which it deems appropriate to respond to a public records request. This Agreement provides no assurance that information will be held confidential.

5. Payment (or Funding/ Costs/ etc.)

The parties to this Agreement shall not pay any fees for the acquisition or use of the source spatial data.

6. Method of Payment

Not applicable.

7. Indemnification

Each party agrees to defend, indemnify and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with its' own performance of the Agreement.

8. Relationship of the Parties

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purposes to be employees or agents of the other party. This Agreement is for the benefit of the parties, and no third party beneficiary relationship is intended. This Agreement creates no Joint Board and no separate legal entity.

9. Duration of Agreement

This agreement will be effective until either party terminates it based up on the terms described below.

10. Termination of Agreement

This Agreement may be terminated upon sixty (60) days written notice given either by OLYMPIA or THURSTON COUNTY.

11. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by OLYMPIA and THURSTON COUNTY, and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

12. Recording

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040

13. Notice

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA
Attn: David Kuhn, IT Systems and Applications Supervisor
Re: GIS Data Sharing Agreement with THURSTON COUNTY
PO Box 1967
Olympia, WA 98507-1967

THURSTON COUNTY
Attn: Contracts/Purchasing Coordinator
Re: GIS Data Sharing Agreement with OLYMPIA
2000 Lakeridge Drive SW, Bldg 1, Room 035
Olympia, WA 98502-6045

14. Interpretation and Venue

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

15. Effective Date

This Agreement shall take effect on the date of the last authorizing signature affixed hereto.

16. Nondiscrimination

Both parties shall comply with all federal, state and local anti-discrimination laws and policies, and shall not discriminate against any person in the performance of any of its obligations there under on the grounds of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

17. Severability

If any provision of this Agreement or any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

18. Records Maintenance

THURSTON COUNTY may, at reasonable times, inspect the books and records of OLYMPIA relating to the performance of this agreement. Both parties shall keep all records required by this agreement for five (5) years after termination for audit purposes.

19. Order of Preference

This agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable federal and state statutes and regulations;
- b) Statement of work; and
- c) Any other provisions of the agreement, including materials incorporated by reference.

20. Agreement Alterations and Amendments

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind OLYMPIA and THURSTON COUNTY.

CITY OF OLYMPIA

THURSTON COUNTY
BOARD OF COUNTY COMMISSIONERS

Mayor


Chair

Vice-Chair

Date: _____

Commissioner

Approved as to form:



City Attorney

ATTEST

Clerk of the Board

Date: _____

Approved as to form:
JON TUNHEIM
PROSECUTING ATTORNEY

By: _____
Deputy Prosecuting Attorney

City of Olympia

City Council

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

Approval of Purchase and Sale Agreement for the Site of the Future Southeast Olympia Water Supply Reservoir

Agenda Date: 12/17/2013

Agenda Number: 4.G

File Number: 13-1061

File Type: contract

Version: 1

Status: Consent Calendar

..Title

Approval of Purchase and Sale Agreement for the Site of the Future Southeast
Olympia Water Supply Reservoir

..Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to authorize the City Manager to sign a purchase and sale agreement that is substantially similar to the attached agreement and any other necessary closing documents.

..Report

Issue:

Whether to approve the purchase of a new water supply reservoir which is needed for SE Olympia in order to meet requirements of the Washington State Department of Health and our obligations in the 2009-2014 Water System Plan. The proposed site for the reservoir is the best site. It is available for purchase by the City.

Staff Contact:

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

Tom Morrill, Olympia City Attorney, 360.753.8223

Presenter(s):

This is a Consent Item.

Background and Analysis:

The City's Water System Plan guides the Drinking Water Utility in operating, maintaining and replacing its existing infrastructure as well as planning for growth. The current six-year Plan was adopted by City Council and approved by the Washington State Department of Health in 2009.

The Water System Plan identified a critical need for additional storage capacity in southeast Olympia (Water Zone 417). Additional storage is required to provide needed fire flow and capacity for peak use periods. Also, the existing reservoir that serves a portion of southeast Olympia needs maintenance work that will necessitate it being taken temporarily offline. These needs were identified in the 2009-2014 Water

Agenda Date: 12/17/2013

Agenda Number: 4.G

File Number: 13-1061

System Plan and are included in the 2013-2018 Capital Facilities Plan.

The City has determined that a portion of the property identified as Parcel No. 11830420000 (the Trillium Property - see attachment titled Property Map) is the most suitable property for the new reservoir. Site location and elevation meet our engineering requirements.

The City has worked with the property owners, DR Horton, since 2009 to acquire the approximately 5.3 acres as well as an access road and 55 foot easement for water main construction. The area is a portion of the historically-proposed Trillium development on Morse-Merryman Road east of the City's LBA Park.

We have negotiated and are prepared to sign a purchase and sale agreement for the property. Previous discussions with City Council (July 23, 2013) regarding potential condemnation of the property are not in conflict with the current agreement.

The purchase price for the property is \$800,000. As part of the agreement, the City will install fencing and gating along the access road and easement. The proposed schedule for the project includes engineering design work in 2014 and construction in 2015.

Neighborhood/Community Interests (if known):

The new reservoir will benefit current and future residents of Southeast Olympia. It will provide adequate fire flow and storage to meet current and future needs.

Over the past several years, the City has received substantial comments regarding the potential Trillium development. Construction of the reservoir is independent of any plans for the private development.

Options:

- 1 Authorize the purchase and sale agreement. Anticipate City Manager signing of the agreement by the end of 2013.
- 2 Do not authorize the agreement. Seek alternatives to managing water supply in SE Olympia.

Financial Impact:

The Drinking Water Utility will use existing funds and spending authority to purchase the property and easements.

Agenda Date: 12/17/2013
Agenda Number: 4.G
File Number: 13-1061

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement") is made by and between SSHI LLC dba D.R. HORTON SEATTLE DIVISION, ("Seller") and the CITY OF OLYMPIA, a municipal corporation organized under the laws of the State of Washington ("Buyer"), effective as of the Effective Date (as defined below) and is dated for reference purposes only as of October 15, 2013, with reference to the following facts:

A. Seller is the owner of certain real property located in the City of Olympia, Thurston County, Washington, legally described on Exhibit A-1 attached hereto ("Trillium Property").

B. Buyer has determined that a portion of Seller's Trillium Property is the most suitable property to construct a water reservoir and tower to convey water into the City of Olympia water system in accordance with applicable City standards. Buyer has the power of eminent domain and the City Council has approved the acquisition of a portion of the Trillium Property in lieu of condemnation pursuant to Resolution No. M-1795 dated July 23, 2013. In lieu of condemnation, but under threat and imminence thereof, Seller is willing to convey and Buyer is willing to acquire the Property. By this Agreement, Seller conveys nothing more than would otherwise be conveyed as a result of condemnation proceedings and nothing herein shall be interpreted to the contrary.

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, Seller and Buyer agree as follows:

1. Property. In lieu of condemnation and solely in lieu of condemnation proceedings, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

1.1 Land and Easement. An approximately 5.3 acre portion of the Trillium Property located in the City of Olympia, Thurston County, Washington, comprising of tax parcel number 11830420000 and more particularly described on Exhibit A-2 attached hereto (the "Land"); together with an a 55-foot wide (2.76 acres) Permanent Easement across a portion of the Trillium Property for purposes of an access road and waterline easement described on Exhibit B (the "Easement").

1.2 Appurtenances. All rights, privileges and easements appurtenant to the Land owned by Seller, including without limitation any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Land, but not including any rights or privileges identified as exceptions pursuant to Paragraph 5.2 (all of which are collectively referred to as the "Appurtenances");

The Land, Easement and Appurtenances described in **Paragraph 1** above are herein collectively referred to as the "Property."

2. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property (the "Purchase Price") is **Eight Hundred Thousand Dollars (\$800,000.00)**.

3. 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. The Purchase Price shall be paid to Seller at the time of Closing by wire transfer, or by certified, cashier's, treasurer's or bank check(s) based on Seller's instruction to the Escrow Agent. Within three (3) business days following the execution and delivery of this Agreement, Buyer

shall open escrow with First American Title Insurance Company (the "Escrow Agent"), by depositing with Escrow Agent a copy of this Agreement.

4. Closing Date. The closing (the "Closing") shall be held at the offices of the Escrow Agent not later than four weeks after complete execution of this Agreement (the "Closing Date"), unless otherwise agreed by the parties. Closing shall occur when the Deed (as hereinafter defined) to Buyer is recorded and the Purchase Price is delivered to the Escrow Agent for delivery to Seller. Sellers and Buyers will use their reasonable best efforts, consistent with and subject to their respective rights and obligations as otherwise set forth in this Agreement, to cause Closing to occur on not later than four weeks after complete execution of this Agreement.

5. Title and Survey Matters.

5.1 Title Binder. Buyer has ordered a preliminary commitment for an ALTA owner's standard coverage title insurance policy issued by First American Title Insurance Company ("Title Company") under Order No.: 644386 describing the Property, showing all matters pertaining to the Property and listing Buyer as the prospective named insured. Following the mutual execution of this Agreement, if necessary, 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." Nothing herein shall be construed as imposing any cost obligation upon Seller.

5.2 Title Review. Within five (5) business days of mutual execution hereof ("Title Review Period"), Buyer shall review the Title Binder, and, shall notify Seller what exceptions to title, if any, are unacceptable. Any exceptions that are not disapproved by Buyer in writing during the Title Review Period shall constitute "Permitted Exceptions." Seller shall remove any or all exceptions that are not Permitted Exceptions prior to the Closing Date or shall notify Buyer that it will not remove such exceptions; if Seller 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, then this Agreement shall terminate and neither Seller nor Buyer shall thereafter have any further liability or obligation under this Agreement. Sellers shall not be required to incur any expense in order to render its title marketable or remove any matter disapproved by Buyer; provided that, Sellers shall not refuse to remove any disapproved item that involves only payment of a monetary obligation secured by a lien or other encumbrance on the Land.

5.3 Title Policy. At Closing, Seller and Buyer shall cause Title Company to issue an Owner's standard coverage title insurance policy (ALTA Form 1970-B rev. 10-17-84) ("Title Policy") to Buyer, at Buyer's cost. The Title Policy shall (a) be issued in the amount of the total Purchase Price and (b) insure fee simple, indefeasible title to the Property in Buyer, subject only to the Permitted Exceptions and the standard printed exceptions. The Title Policy may contain endorsements as Buyer may require; provided that Buyer shall be solely responsible for all additional costs and requirements to obtain such endorsements.

6. Conditions to Buyer's Obligations.

6.1 Inspection of the Property. Buyer and its employees, representatives, consultants and agents shall have the right and permission from the date of 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, toxic and hazardous waste studies, surveys, structural studies and review of zoning, fire, safety and other compliance matters; provided, however, that Buyer shall be required to obtain Seller's written consent prior to conducting any invasive testing. Buyer shall indemnify and hold harmless Seller from and against any mechanic's or other liens or claims, causes of action, costs, expenses, or liabilities that may be filed or asserted against the Property or Seller arising out of or relating to any actions taken by Buyer in connection with the Property. To the extent necessary, Buyer shall reasonably restore the Property to its condition immediately prior to any invasive testing.

6.2 Fence and Gate Construction. Prior to or as of the Buyer's use of the Easement, Buyer will erect a fence and gate at the location where it constructs access to the Property from Morse-Merriman Road. This fence and gate shall be installed to prevent unauthorized vehicle, pedestrian, bicycle and equestrian access onto the Property or onto Seller's remainder parcel of the Trillium Property by means of the Buyer's access road over the Easement. The means and method of construction of the fence and gate shall be at the discretion of the Buyer. This fence and gate shall be maintained in good operational condition by Buyer until development of the remainder parcel by Seller or its heirs, successors or assigns. Buyer shall provide Seller with keys to the gate, so that Seller can access the Easement area at all times. Buyer and Seller shall record any temporary easement or license authorizing said construction and maintenance at any time in the event requested by Seller. Enforceability of this Paragraph shall survive Closing run with the land (both the Trillium Property and the Property) and shall survive to inure to the benefit of Seller's heirs, successors and assigns to the remainder parcel.

6.3 No Latecomers Fees. Buyer agrees that the remainder parcel of the Trillium Property shall not be subject whatsoever to any latecomers fees or charges associated with a local improvement district that may otherwise be assessed by Buyer upon the Trillium Property as a result of construction, operation or services generated by Buyer's improvements to the Property, whether those be a water tower or any other municipal facility. Buyer hereby waives all rights to seek any such reimbursement or latecomers fees from the Trillium Property. Enforceability of this Paragraph shall survive Closing, run with the land and shall survive to inure to the benefit of Seller's heirs, successors and assigns to the remainder parcel.

6.4 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) All representations and warranties of Seller contained herein shall be true, accurate and complete at the time of the Closing as if made again at such time;

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

(iii) At Closing, title to the Property shall be in the condition required by **Paragraph 5** of this Agreement and Escrow Agent shall deliver the Title Policy to Buyer; and

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

(v) Prior to Closing, this Agreement must be approved by the City of Olympia City Council.

If the conditions set forth in this **Paragraph 6** are not satisfied as of Closing and Buyer does not waive the same, Buyer or Seller may terminate this Agreement, and thereafter neither Buyer nor Seller shall have any further liability one to the other under this Agreement.

7. Seller's Representations. Seller is a limited liability company duly formed and validly existing under the laws of the State of Delaware, and is authorized to conduct business in the State of Washington. Seller has all necessary power and authority to enter into this Agreement, subject to Seller's Corporate Approval requirements set forth in Section 12.16 below. This Agreement constitutes the legal, valid, binding and enforceable obligation of Seller.

8. Seller Provision of Further Information. From the date of this Agreement to the Closing Date, Seller will notify Buyer of each event of which Seller becomes aware materially affecting the Property or any part thereof immediately upon learning of the occurrence of such event.

9. Closing.

9.1 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 4** of this Agreement.

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

(i) **Deed and Easement.** A bargain and sale deed ("Deed") in lieu of condemnation, in the form attached as Exhibit C conveying to Buyer title to the Property, free and clear of all liens, encumbrances, conditions, easements, assignments, and restrictions, except for the Permitted Exceptions. Additionally, an easement for ingress and egress to access the Land in a form to be agreed upon by Buyer and Seller.

(ii) **Title Documents.** Such other documents, including, without limitation, certificates of good standing as shall be reasonably required by the Title Company (at no cost or additional liability to Seller) as a condition to its insuring Buyer's good and marketable fee simple title to the Land free of any exceptions, other than the Permitted Exceptions.

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

9.3 Delivery by Buyer. Buyer shall deliver the Purchase Price to Seller at Closing and a copy of the resolution authorizing the acquisition of the Property in lieu of condemnation.

9.4 Payment of Costs. At Closing, Buyer shall pay to Seller statutory fees and costs of \$750.00. Notwithstanding the foregoing, Seller and Buyer shall pay their own respective costs incurred with respect to the consummation of the purchase and sale of the Property including, without limitation, attorneys' fees. Notwithstanding the foregoing, Buyer shall pay the premium for the Owner's Title Policy to be issued by Title Company to Buyer, the fee to record the Deed, and the escrow fee. The Property is being acquired in lieu of condemnation and the parties believe that this transaction is therefore exempt from real estate excise tax pursuant to WAC 458-61-420.

9.5 Property Taxes. Seller as the vested owner, elects pursuant to RCW 84.60.070, to have any and all taxes owing on the Property set over to that portion of Thurston County tax parcel number 11830420000 that are not being purchased in this Purchase and Sale in lieu of Condemnation. In the event Seller has prepaid any taxes on the Property as of the date of Closing, Seller shall be entitled to a pro rata refund on the amount paid pursuant to RCW 84.60.050.

9.6 Monetary Liens. Seller shall pay or cause to be satisfied at or prior to Closing all recorded monetary liens on or with respect to all or any portion of the Land, 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.

9.7 Possession. Possession and use of the Property shall be delivered to Buyer at Closing.

10. 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 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 Seller: D. R. Horton, America's Builder
12910 Totem Lake Blvd, N.E.
Suite 220
Kirkland, WA 98034
Attn: Mike T. Jones, VP/Division President and Tia
Brotherton Heim, Esq.
E-mail: mtjones@drhorton.com; tbheim@drhorton.com
Phone: 425-821-3400; Fax: 425-814-2638

With copies to: D. R. Horton, West Region
501 W. Broadway, Suite 1200
San Diego, CA 92101
Attn.: William E. Mayer, Esq.
E-mail: wemayer@drhorton.com
Phone: 619-849-4947

D. R. Horton, Inc.
301 Commerce Street, Suite 500
Fort Worth, TX 76102
Attn: Ted I. Harbour, Esq. and Mark Karnes, Esq.
E-mail: tedharbour@drhorton.com;
mkarnes@drhorton.com
Phone: 817-390-8200; Fax: 817-390-1709

Buyer: Olympia City Hall
601 4th Ave E.
Olympia, WA 98501
Attn: Tom Morrill, City Attorney

With Copy to: Graham & Dunn PC
2801 Alaskan Way, suite 300
Seattle, WA 98121-1128
Attn: Jeffrey A. Beaver, Attorney

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

11. AS IS, Buyer Inspection. Seller has granted Buyer the right to inspect and make reasonable investigations in connection with the Property. The Property is being sold by Seller and acquired by Buyer, strictly AS IS WHERE IS with all faults, latent and patent, known and unknown, without representation or warranty of Seller (or any agent or representative of Seller) of any kind, express or implied, as to the condition, use, usefulness, value, suitability, area or other character or characteristic, except as those described in Paragraph 7 of this Agreement.

Except as expressly stated in Paragraph 7 of this Agreement, no warranties, guarantees or representations have been or are being made by Seller concerning the boundaries and acreage of the Property, the condition of any improvements, any tests, inspections or examinations of the Property, any governmental permits or approvals obtained or to be obtained in connection with Buyer's use of the Property, the suitability of the Property for Buyer's intended use, the applicable ordinances, restrictions, laws and regulations affecting the Property, or other matters. Buyer releases Seller from any liability associated with this Agreement made in lieu of condemnation except as provided for under the terms herein and waives any claims against Seller with respect to the Property. Except as expressly stated in Paragraph 7 of this Agreement, Buyer is relying solely on its own investigation of the Property, and Buyer accepts the Property and all other aspects of the Property in their present condition, "AS IS," without any representations or warranties by Seller, express or implied. .

12. Miscellaneous.

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

12.2 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.

12.3 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. Except as otherwise expressly set forth in this Section, this Agreement may only be amended, modified, or changed by a traditional written document properly executed by Seller and Buyer (including Seller's Corporate Approval). Such amendment may be transmitted by e-mail, facsimile, or other method permitted by the provisions for giving notice in this Agreement. Except as otherwise expressly set forth in this Section with respect to execution by an Authorized Officer, (1) Seller does not assent or agree to and will not be bound by any electronic signature or other electronic record, and (2) Buyer and Seller agree that the Electronic Signatures in Global and National Commerce Act, any version of the Uniform

Electronic Transactions Act, and any other laws applicable to contracting electronically do not and shall not apply to the execution of this Agreement or any amendment hereto. Buyer and Seller acknowledge and agree that execution of this Agreement or any amendment to this Agreement by an Authorized Officer for the purpose of Corporate Approval may be accomplished by electronic signature utilizing DocuSign or any similar technology. 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.

12.4 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.

12.5 Entire Agreement. 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.

12.6 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.

12.7 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 Seller is 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.

12.8 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 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.

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

12.10 Finders' or Brokers' Fees. Seller and Buyer each hereby represent and warrant to the other that no broker, agent or finders' fees or commissions, or other similar fees, are due or arising in connection with any of the transactions contemplated by this Agreement. Seller and Buyer each hereby agree to indemnify, defend and hold the other harmless from and against any loss, liability, damage, cost, damage, claim or expense, including interest, penalties and reasonable attorneys' fees, that the other party shall incur or suffer because of any claim by a broker, agent, or finder claiming by, through, or under such indemnifying party, whether or not such claim is meritorious, for any compensation with respect to the entering into of this Contract, the sale and purchase of the Property, or the consummation of the transactions contemplated herein.

12.11 Time. Time is of the essence of every provision of this Agreement.

12.12 Force Majeure. Performance by Seller 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).

12.13 In no event shall any shareholder, officer, director, member, partner, affiliate, agent or employee of Seller or any of Seller's affiliates be or be held liable or responsible in any way for the obligations or liabilities of Seller under this Agreement.

12.14 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 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.

12.15 The term, "date of this Agreement", or "date hereof", or "Effective Date", as used herein, shall mean the later of the following dates: (1) the date of Buyer's signature; (2) the date of Seller's signature; or (3) the date of the Corporate Approval of Seller.

12.16 CORPORATE APPROVAL OF SELLER. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, NEITHER THIS AGREEMENT NOR ANY AMENDMENT HERETO SHALL BE A VALID AND ENFORCEABLE OBLIGATION OF SELLER UNLESS THE AGREEMENT OR AMENDMENT IS EXECUTED BY EITHER ONE OF DONALD R. HORTON, DONALD J. TOMNITZ, STACEY DWYER, OR BILL WHEAT, WITHIN 10 BUSINESS DAYS OF THE EXECUTION OF THIS AGREEMENT OR SUCH AMENDMENT BY BUYER AND SELLER'S REPRESENTATIVES.

[Signatures follow on next page.]

DATED as of the date first set forth above.

SELLER:

SSHI LLC, a Delaware limited liability company,
dba D.R. Horton

By: SHLR of Washington, Inc., a Washington
corporation, its manager

By _____

Its: _____

Date:

By _____

Its: _____

Date:

SELLER's CORPORATE APPROVAL:

By: _____

Name: _____

Title: _____

An Officer of Purchaser Not an Individual

Date of Execution: _____,

BUYER:

The City of Olympia, a Washington municipal
corporation

By _____

Its: _____

Date:

APPROVED AS TO FORM:



City Attorney

EXHIBIT A-1
Trillium Property Legal Description

THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 18 NORTH,
RANGE 1 WEST OF THE W.M.;

EXCEPTING THEREFROM THE NORTH 30 FEET FOR MORSE-MERRYMAN ROAD;

IN THURSTON COUNTY, WASHINGTON

EXHIBIT A-2
Legal Description of Land

Reservoir Tract

That portion of the West half of the Southeast quarter of Section 30, Township 18 North, Range 1 West, Willamette Meridian, more particularly described as follows:

COMMENCING at the Northwest corner of said Southeast quarter;
THENCE South 87° 35' 39'' East, 732.26 feet along the North line of said Southeast quarter;
THENCE South 02° 24' 21'' West, 30.00 feet to the Southerly margin of Morse-Merryman Road Southeast as conveyed to Thurston County by instrument recorded January 29, 1960 under Auditor's file No. 622518;
THENCE CONTINUING South 02° 24' 21'' West, 1,001.33 feet to a point of tangency;
THENCE Southerly along the arc of a curve to the left, having a radius of 500.00 feet, through a central angle of 05° 44' 19'', and an arc length of 50.08 feet;
THENCE South 03° 19' 58'' East, 120.17 feet;
THENCE South 03° 44' 10'' East, 98.43 feet to a point of tangency;
THENCE Southerly along the arc of a curve to the right, having a radius of 501.00 feet, through a central angle of 23° 33' 19'', and an arc length of 205.97 feet to a point of reverse curvature;
THENCE Southerly along the arc of a curve to the left, having a radius of 565.21 feet, through a central angle of 17° 35' 46'', and an arc length of 173.58 feet;
THENCE South 02° 13' 23'' West, 503.64 feet;
THENCE North 87° 36' 26'' West, 27.50 feet to the TRUE POINT OF BEGINNING;
THENCE CONTINUING North 87° 36' 26'' West, 676.22 feet to the West line of said Southeast quarter;
THENCE North 02° 09' 48'' East, 391.97 feet along said West line;
THENCE South 87° 36' 38'' East, 576.50 feet;
THENCE South 02° 13' 22'' West, 332.00 feet;
THENCE South 87° 36' 26'' East, 100.13 feet to a point bearing North 02° 13' 23'' East from the TRUE POINT OF BEGINNING;
THENCE South 02° 13' 23'' West, 60.00 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

Legal Description

Waterline Easement

A strip of land 55 feet in width over, under and across that portion of the West half of the Southeast quarter of Section 30, Township 18 North, Range 1 West, Willamette Meridian, having 27.5 feet of such width lying on each side of the following described centerline:

COMMENCING at the Northwest corner of said Southeast quarter;
THENCE South $87^{\circ} 35' 39''$ East, 732.26 feet along the North line of said Southeast quarter;
THENCE South $02^{\circ} 24' 21''$ West, 30.00 feet to the Southerly margin of Morse-Merryman Road Southeast as conveyed to Thurston County by instrument recorded January 29, 1960 under Auditor's file No. 622518 and the TRUE POINT OF BEGINNING;
THENCE CONTINUING South $02^{\circ} 24' 21''$ West, 1,001.33 feet to a point of tangency;
THENCE Southerly along the arc of a curve to the left, having a radius of 500.00 feet, through a central angle of $05^{\circ} 44' 19''$, and an arc length of 50.08 feet;
THENCE South $03^{\circ} 19' 58''$ East, 120.17 feet;
THENCE South $03^{\circ} 44' 10''$ East, 98.43 feet to a point of tangency;
THENCE Southerly along the arc of a curve to the right, having a radius of 501.00 feet, through a central angle of $23^{\circ} 33' 19''$, and an arc length of 205.97 feet to a point of reverse curvature;
THENCE Southerly along the arc of a curve to the left, having a radius of 565.21 feet, through a central angle of $17^{\circ} 35' 46''$, and an arc length of 173.58 feet;
THENCE South $02^{\circ} 13' 23''$ West, 533.56 feet to the terminus.

The sidelines of said strip shall be shortened or lengthened as necessary to intersect at angle points and said Southerly margin.

EXHIBIT C

Form of Deed

AFTER RECORDING MAIL TO:

Graham & Dunn PC
Pier 70
2801 Alaskan Way ~ Suite 300
Seattle, WA 98121-1128
Attn: Jeffrey A. Beaver

DEED AND EASEMENT IN LIEU OF CONDEMNATION

Grantors: SSHI LLC dba D. R. Horton Seattle Division

Grantee: The City of Olympia, a municipal corporation organized under the laws of the State of Washington

Legal Description: A 5.3 acre portion of the West half of the Southeast quarter of Section 30, Township 18 North, Range 1 West, Willamette Meridian, fully described in Attachment A attached hereto.

Tax Parcel No.: 11830420000

THE GRANTOR, SSHI LLC dba D.R. HORTON SEATTLE DIVISION, for and in consideration of the threat of imminent condemnation, grants and conveys to THE CITY OF OLYMPIA, a municipal corporation, the 5.3 acre parcel of real property, with the exception of any previously transferred rights recorded on title, and waterline easement situated in the County of Thurston, State of Washington, legally described and shown on Attachment A and Attachment B attached hereto.

DATED this ____ day of _____, 2013.

GRANTOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this __ day of _____.

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

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this __ day of _____.

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

Attachment A

Legal Description of Land

Reservoir Tract

That portion of the West half of the Southeast quarter of Section 30, Township 18 North, Range 1 West, Willamette Meridian, more particularly described as follows:

COMMENCING at the Northwest corner of said Southeast quarter;
THENCE South 87° 35' 39'' East, 732.26 feet along the North line of said Southeast quarter;
THENCE South 02° 24' 21'' West, 30.00 feet to the Southerly margin of Morse-Merryman Road Southeast as conveyed to Thurston County by instrument recorded January 29, 1960 under Auditor's file No. 622518;
THENCE CONTINUING South 02° 24' 21'' West, 1,001.33 feet to a point of tangency;
THENCE Southerly along the arc of a curve to the left, having a radius of 500.00 feet, through a central angle of 05° 44' 19'', and an arc length of 50.08 feet;
THENCE South 03° 19' 58'' East, 120.17 feet;
THENCE South 03° 44' 10'' East, 98.43 feet to a point of tangency;
THENCE Southerly along the arc of a curve to the right, having a radius of 501.00 feet, through a central angle of 23° 33' 19'', and an arc length of 205.97 feet to a point of reverse curvature;
THENCE Southerly along the arc of a curve to the left, having a radius of 565.21 feet, through a central angle of 17° 35' 46'', and an arc length of 173.58 feet;
THENCE South 02° 13' 23'' West, 503.64 feet;
THENCE North 87° 36' 26'' West, 27.50 feet to the TRUE POINT OF BEGINNING;
THENCE CONTINUING North 87° 36' 26'' West, 676.22 feet to the West line of said Southeast quarter;
THENCE North 02° 09' 48'' East, 391.97 feet along said West line;
THENCE South 87° 36' 38'' East, 576.50 feet;
THENCE South 02° 13' 22'' West, 332.00 feet;
THENCE South 87° 36' 26'' East, 100.13 feet to a point bearing North 02° 13' 23'' East from the TRUE POINT OF BEGINNING;
THENCE South 02° 13' 23'' West, 60.00 feet to the TRUE POINT OF BEGINNING.

Attachment B

Legal Description

Waterline Easement

A strip of land 55 feet in width over, under and across that portion of the West half of the Southeast quarter of Section 30, Township 18 North, Range 1 West, Willamette Meridian, having 27.5 feet of such width lying on each side of the following described centerline:

COMMENCING at the Northwest corner of said Southeast quarter;
THENCE South $87^{\circ} 35' 39''$ East, 732.26 feet along the North line of said Southeast quarter;
THENCE South $02^{\circ} 24' 21''$ West, 30.00 feet to the Southerly margin of Morse-Merryman Road Southeast as conveyed to Thurston County by instrument recorded January 29, 1960 under Auditor's file No. 622518 and the TRUE POINT OF BEGINNING;
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THENCE Southerly along the arc of a curve to the left, having a radius of 500.00 feet, through a central angle of $05^{\circ} 44' 19''$, and an arc length of 50.08 feet;
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THENCE Southerly along the arc of a curve to the left, having a radius of 565.21 feet, through a central angle of $17^{\circ} 35' 46''$, and an arc length of 173.58 feet;
THENCE South $02^{\circ} 13' 23''$ West, 533.56 feet to the terminus.

The sidelines of said strip shall be shortened or lengthened as necessary to intersect at angle points and said Southerly margin.

Proposed SE Olympia Reservoir Site
3355 Morse Merryman Rd SE
Olympia, Washington



City of Olympia

City Council

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

Approval of Intergovernmental Agreement for Maintenance of the Amtrak Depot

Agenda Date: 12/17/2013

Agenda Number: 4.H

File Number: 13-1064

File Type: contract

Version: 1

Status: Consent Calendar

..Title

Approval of Intergovernmental Agreement for Maintenance of the Amtrak Depot

..Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Intergovernmental Agreement for maintenance of the Amtrak depot and authorize the City Manager to sign the agreement.

..Report

Issue:

Continue to fund for maintenance of the Amtrak Depot.

Staff Contact:

Steve Hall, City Manager, 360.753.8447

Presenter(s):

N/A - Consent Calendar

Background and Analysis:

Since its inception, the maintenance of the Centennial Station Amtrak Depot has been a collaborative effort among local jurisdictions. At the end of 2013, the Interlocal Agreement among the partners will expire.

Intercity Transit has requested a new 5-year agreement to support operations of the depot. Prior to proposing this contract, Intercity Transit staff worked with Amtrak to request operating support from Amtrak or permission to apply a surcharge to Amtrak ticket passengers to pay the cost of depot operations. Neither request was approved by Amtrak.

Neighborhood/Community Interests (if known):

None

Options:

1. Direct the City Manager to execute the new Intergovernmental Agreement for maintenance of the Amtrak Depot.
2. Do not authorize the City Manager to execute the new agreement.

Agenda Date: 12/17/2013
Agenda Number: 4.H
File Number: 13-1064

Financial Impact:

\$11,938 from the General Fund (18% of the total estimated operating cost).

INTERGOVERNMENTAL AGREEMENT FOR THE
MAINTENANCE OF THE CENTENNIAL STATION/ AMTRAK DEPOT

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 2014, by and between THURSTON COUNTY, INTERCITY TRANSIT, the CITY OF LACEY, the CITY OF OLYMPIA, the CITY OF TUMWATER, the PORT OF OLYMPIA and the CITY OF YELM. The cities, the Port and the County are referred to in this Agreement as "the Contributing Parties." References below to "Parties" are to all the parties to this agreement.

WHEREAS, pursuant to Ch 39.34.010 RCW, governmental entities are authorized to make the most efficient use of their powers by cooperating with each other on a basis of mutual advantage for the provision of services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the Parties hereto wish to assist each other in providing maintenance for the Centennial Station/ Amtrak Depot, located at 6600 Yelm Highway, under RCW 39.34.080 by the cost-sharing thereof, for the purpose of mutual advantage and benefit of necessary rail transportation serving each governmental entity;

NOW, THEREFORE, in consideration of the exchanges of the mutual benefits, covenants and agreements recited herein, the Parties hereto agree as follows:

1. GENERAL PURPOSE

The Parties agree that there are ongoing operating and maintenance costs involved in providing basic passenger services and amenities at the Centennial Station/ Amtrak Depot, and that such costs should be shared amongst the Parties.

2. OPERATING AND MAINTENANCE SERVICES

The operating and maintenance services shall consist of providing staff at all times the depot building is open to the public, janitorial and such other maintenance services as are reasonably necessary for the cleanliness and good repair of the facility. Operating and maintenance services shall also include utility fees and right-of-way lease. INTERCITY TRANSIT's responsibilities also include "all risk" property coverage on Depot facilities and liability coverage for bodily injury and property damage arising from INTERCITY TRANSIT's operations of said facility.

3. LEAD PARTY

INTERCITY TRANSIT shall have sole authority and responsibility for the provision of the above operating and maintenance services at the Amtrak Depot Facility, which may be provided by employees, agents, or independent contractors of INTERCITY TRANSIT. INTERCITY TRANSIT will further be responsible for furnishing all equipment necessary for the effective performance of such maintenance services.

4. DURATION OF AGREEMENT

The terms and performance of this Agreement shall become effective the date noted in the introduction of the agreement, and shall end December 31, 2018, unless otherwise terminated as provided for in this Agreement.

5. PAYMENT OF MAINTENANCE COSTS

In order to provide funds for the operation and performance of the services called for in this Agreement, it is agreed as follows:

A. INTERCITY TRANSIT shall maintain a record of its actual costs and expenses in providing the services herein.

B. THURSTON COUNTY will contribute 27% for operating and maintenance costs actually incurred. INTERCITY TRANSIT will contribute 25% for operating and maintenance costs actually incurred. CITY OF OLYMPIA will contribute 18% for operating and maintenance costs actually incurred. CITY OF LACEY will contribute 16% for operating and maintenance costs actually incurred. CITY OF TUMWATER will contribute 6% for operating and maintenance costs actually incurred. The PORT OF OLYMPIA will contribute 6% for operating and maintenance costs actually incurred. CITY OF YELM will contribute 2% for operating and maintenance costs actually incurred.

C. INTERCITY TRANSIT will prepare and submit a quarterly billing statement/invoice to each Contributing Party representing that Party's pro rata share of the costs of the operating and maintenance services provided during the previous calendar quarter.

D. Each Contributing Party shall pay INTERCITY TRANSIT its pro rata share as billed, within approximately 30 days of receipt of the billing statement/invoice.

6. MAINTENANCE AND INSPECTION OF RECORDS

INTERCITY TRANSIT shall keep all records in accordance with generally accepted and required accounting principles, and shall account for the services provided and the revenues received. Any duly authorized representative of any Contributing Party shall have the right to inspect the records of INTERCITY TRANSIT as they relate to the services performed hereunder, upon ten (10) days prior notice to INTERCITY TRANSIT.

7. RELATIONSHIP OF PARTIES

INTERCITY TRANSIT shall have the authority to direct and control the performance of the operating and maintenance services. All employees, agents, appointees or officers used by INTERCITY TRANSIT in performing this Agreement shall be considered employees, agents, appointees or officers of INTERCITY TRANSIT and shall have no claim against any Contributing Party for wages, salaries, reimbursements, benefits or any other form of compensation arising under their performance of maintenance services. This agreement is for the benefit of the Parties, and no third-party beneficiary relationship is intended. No separate legal entity is created by this Agreement. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

8. HOLD HARMLESS

Maintenance services to be performed under this Agreement will be performed at INTERCITY TRANSIT's own risk and INTERCITY TRANSIT expressly agrees to hold each Contributing Party and any of its officers, agents or employees, harmless from any liability or damages resulting from the negligence of INTERCITY TRANSIT in performing this Agreement.

9. ASSETS

Title to all property furnished by INTERCITY TRANSIT in conjunction with INTERCITY TRANSIT's performance hereunder shall remain in the name of INTERCITY TRANSIT.

10. NONDISCRIMINATION

INTERCITY TRANSIT agrees that it will comply with all applicable State and Federal laws, regulations or guidelines relating to nondiscrimination in employment or client services.

11. NONWAIVER OF RIGHTS

The Parties agree that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of any other provision of this Agreement.

12. MODIFICATION

This Agreement may be modified only by the mutual agreement of the Parties hereto, in writing, and executed in the same manner as is this Agreement.

13. DEFAULT

If any of the Parties hereto fails to perform its responsibilities, and after such failure continues to be remiss in its obligations for a period of twenty (20) days upon having received written notice of same, such party shall be in default hereunder. Upon such default, any other Party hereto may exercise any remedies provided by law. If legal action is necessary to enforce the provisions of this Agreement, the prevailing Party or Parties shall receive such sums as the court may determine, including reasonable attorney's fees and such costs as are incurred in maintaining such cause of action.

14. TERMINATION

A. A party's failure to substantially comply with any of the provisions stated herein shall constitute a material breach of this Agreement and cause for the termination thereof. Upon such breach by a party, any other Party may terminate its participation under this Agreement at any time after giving thirty (30) days notice thereof.

B. This Agreement may also be terminated in whole or in part by mutual agreement of the Parties hereto. Any termination by mutual agreement shall be in writing and shall set forth the conditions of termination, including the effective date, or, in the case of termination in part, that portion to be terminated.

C. This Agreement may further be terminated when a party gives written notice to the other Party at least six (6) months prior to its intended effect and withdrawal from this Agreement.

15. NOTICES

Notices to the Parties hereto shall be sufficient if mailed first-class postage prepaid, to the signatories hereto or to a duly appointed designee.

16. JURISDICTION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. Any action in law or in equity initiated for the enforcement of the

provisions of this Agreement, or any provision thereof, shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

17. SEVERABILITY

It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held by a Thurston County court to be illegal or invalid, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced without such illegal or invalid provision. If it should appear that any part, term, or provision hereof is in conflict with any statutory provision of the laws of the State of Washington, such part, term, or provision in conflict shall be deemed modified to conform with such statutory provision.

18. COMPLETE AGREEMENT

The Parties hereto agree that this Agreement is the complete expression of the terms, conditions, and provisions hereto and any oral representations or understandings that are not incorporated herein are excluded.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

THURSTON COUNTY BOARD OF COMMISSIONERS

Sandra Romero, Chair

Cathy Wolfe, Vice Chair

Karen Valenzuela, Commissioner

Clerk to the Board

Approved as to Form:

Prosecuting Attorney

CITY OF OLYMPIA

Steve Hall
City Manager

Approved as to Form:

City Attorney

CITY OF LACEY

Scott Spence
City Manager

Approved as to Form:

City Attorney

CITY OF TUMWATER

John Doan
City Administrator

Approved as to Form:

City Attorney

PORT OF OLYMPIA

Ed Galligan
Executive Director

CITY OF YELM

Shelly Badger
City Administrator

INTERCITY TRANSIT

Ann Freeman Manzanares
General Manager

The following table presents the proposed 2014 Proposed Budget and historical reference for Operation and Maintenance of the Amtrak Centennial Station:

Category	2012 Budget	2012 Actual	2013 Estimate	2014 Proposed Budget
Operation (staff time; repair and maintenance supplies; misc. operating expense; equipment rental	\$ 7,000	\$ 7,793	\$ 11,745	\$ 12,200
Utilities (electricity; phone; sewer; water)	\$ 16,500	\$ 17,158	\$ 13,463	\$ 13,500
Contracted services and maintenance (misc. repair; security; janitorial)	\$ 36,000	\$ 31,413	\$ 24,737	\$ 24,800
Right of way lease from Burlington Northern Santa Fe Railroad	\$ 3,500	\$ 3,500	\$ 3,713	\$ 3,824
Insurance	\$ 2,500	\$ 2,500	\$ 4,996	\$ 5,000
Fund for major maintenance and necessary upgrades	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000
Total Expenses	\$ 72,500	\$ 69,364	\$ 65,654	\$ 66,324
Revenue from Amtrak	(\$ 8,877)	(\$ 11,138)*	(\$ 9,143)	(\$ 9,418)
Total Expense Net of Amtrak Payments	\$ 63,623	\$ 58,226	\$ 56,511	\$ 56,906

*includes prior year adjustment

The next table indicates the distributed, **highlighted** amounts that Intercity Transit is requesting jurisdictions to include in their FY 2014 budget to allow for reimbursement of Intercity Transit on a quarterly basis for anticipated actual expenses:

Distribution of Expenses	<u>Percent</u> <i>no change from 2013</i>	2012 Budget	2012 Actual Billed	2013 Budgeted Jurisdictions Support	2014 Proposed Budget
Thurston County	27%	\$17,236	\$15,720	\$16,861	\$17,908
Intercity Transit	25%	\$15,959	\$14,555	\$15,612	\$16,581
City of Olympia	18%	\$11,490	\$10,481	\$11,240	\$11,938
City of Lacey	16%	\$10,214	\$ 9,316	\$ 9,992	\$ 10,612
City of Tumwater	6%	\$ 3,830	\$ 3,494	\$ 3,747	\$ 3,979
Port of Olympia	6%	\$ 3,830	\$ 3,494	\$ 3,747	\$ 3,979
City of Yelm	2%	\$ 1,277	\$ 1,166	\$ 1,249	\$ 1,326
Total Expense Distribution	100%	\$63,836	\$58,226	\$62,448	\$56,906

City of Olympia

City Council

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

Approval of Interlocal Agreement with Lewis County for Jail Services

Agenda Date: 12/17/2013

Agenda Number: 4.I

File Number: 13-1072

File Type: contract

Version: 2

Status: Consent Calendar

..Title

Approval of Interlocal Agreement with Lewis County for Jail Services

..Recommended Action

Committee Recommendation:

Not referred to a Committee

City Manager Recommendation:

Move to approve and authorize the mayor to sign an interlocal agreement with Lewis County for jail services.

..Report

Issue:

The City is required by law to provide for the incarceration of misdemeanants sentenced in its jurisdiction. The City has its own 28-bed jail facility to house short-term (30-days or less) prisoners. It has traditionally purchased long-term jail services from other jurisdictions. Since 2011, the City has purchased beds from Lewis County. A new contract is needed with Lewis County for continued purchase of jail services.

Staff Contact:

Laura Wohl, Administrative Services Manager, Police Department, 360.753.8214

Presenter(s):

Laura Wohl, Administrative Services Manager

Background and Analysis:

The City of Olympia is currently contracting with Lewis County for inmate beds. The attached Lewis County contract continues Olympia's use of Lewis County jail services. The new contract guarantees Olympia's use of 20 beds/day. It includes a 5% increase in the bed rate, from \$50/bed/day to \$52.50/bed/day. In addition, it includes the ability to house "high needs" inmates who have specific oversight needs that cannot be met at the City jail. The fee for "high needs" inmates is \$70/bed/day.

Neighborhood/Community Interests (if known):

NA

Options:

1. Approve the Interlocal Agreement and continue to use Lewis County jail

Agenda Date: 12/17/2013

Agenda Number: 4.I

File Number: 13-1072

services

2. Do not approve the Interlocal Agreement and direct staff to either contract with another agency or to house fewer suspects/criminals.

Financial Impact:

The City is obligated by the contract to pay for 20 beds/day for a total of \$383,250. Additional beds may be purchased as needed, dependent upon space availability in the Lewis County Jail. In addition, "high needs" beds can be purchased as needed, with mutual agreement between the City and the County, and these beds are in addition to the contracted guaranteed 20 beds.

INTERLOCAL AGREEMENT FOR USE OF JAIL FACILITIES

This Agreement is made and entered into by and between LEWIS COUNTY, a political subdivision of the State of Washington (hereinafter "County"), and the CITY OF OLYMPIA a Washington municipal corporation, (hereinafter called "Contract Agency").

RECITALS

WHEREAS, the County is authorized by law to operate a jail for misdemeanants and felons and the Contract Agency is authorized by law to operate a jail for misdemeanants;

WHEREAS, the Contracting Agency wishes to designate the County jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the Contract Agency's custody;

WHEREAS, the County is amenable to accepting and keeping inmates received from the Contract Agency in the County's custody at its jail for a rate of compensation mutually agreed to herein;

WHEREAS, Chapter 39.34 RCW, Chapter 70.48 RCW, and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the County and Contract Agency have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080, RCW 39.34.180, Chapter 70.48 RCW, and other Washington law.

AGREEMENT

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

1. **PURPOSE:** It is the purpose of this Agreement to provide for the use by the Contract Agency of the County's jail facilities and services at the County's jail located at the Lewis County Jail, 28 SW Chehalis Avenue, Chehalis, Washington 98532-1900.
2. **MAILING AND CONTACT ADDRESS:** All written notices, reports and correspondence required or allowed by this Agreement shall be sent to the following:

County: Lewis County Jail
Attention: Jail Administrator
28 SW Chehalis Ave
Chehalis, WA 98532-1900
Facsimile: (360) 740-1463
Telephone Number: (360) 740-2714

Contract Agency: City of Olympia Jail
Attn: Jail Manager
900 Plum St. SE Olympia, WA 98501
Facsimile: (360) 570-3775
Telephone Number: (360) 753-8042

Mailing Address
Olympia City Jail
P.O. Box 1967
Olympia, WA 98507-1967

Contract Agency
Healthcare Provider: Healthcare Delivery, Incorporated
Julie Rice, ARNP
Cell – 360-481-6110
Pager – 360-330-3175
Office – 360-273-8818

3. AVAILABILITY OF JAIL FACILITIES:

Subject to the County's rights with respect to certain inmates set forth in Sections 8 and 9 herein, the County will accept and keep inmates at the request of the Contract Agency, unless the facility is declared at or near capacity by court order, or in the sole discretion of the County, its inmate population is at capacity or so near capacity that there is a risk that the reasonable operational capacity limits of the County's jail might be reached or exceeded if the County does not begin to refuse or request removal of inmates.

4. COMPENSATION FROM CONTRACT AGENCY:

(a) Guaranteed Flat Rate. In return for the County's housing of a guaranteed 20 inmate beds per day (7,300 inmate days) at a rate of fifty two dollars and fifty cents (\$52.50) per bed/per day, the Contract Agency shall pay the County a flat rate fee of \$383,250 per year, billed quarterly. If the Contract Agency uses less than the 7300 days, there shall be no refund unless the contract is terminated early as provided in section 19 or if the County cannot house the guaranteed 20 inmates per day for the reasons outlined in section 3. If more than 7300 bed days are used by the Contract Agency, the County will bill each bed day at the rate of fifty two dollars and fifty cents (\$52.50) per bed/per day, except where otherwise provided for "high needs" inmates. If the Contract Agency and County determine by mutual agreement that an inmate is "high needs" as outlined in section (e) below, the Contract Agency agrees to pay the County a daily rate of

seventy dollars (\$70.00) for inmates defined by both parties as “high needs”. Inmates classified as “high needs” shall not be counted in the Contract Agency’s 7300 allotment and payment for “high needs” inmates shall be billed separately on a quarterly basis. The County may house additional Olympia inmates on any given day so long as there are adequate beds available in the County jail. Any portion of the day over four hours will be billed as one calendar day. Such time period shall be measured from the time said inmate is transferred to the custody of the County and ends when the Contract Agency resumes custody.

(b) Other Costs. The Contract Agency shall also pay such other costs to the County or third parties as set forth herein, as well as any medical costs required by Section 5.

(c) Billing. The County will invoice the Contract Agency for inmate days quarterly. The County agrees to provide the Contract Agency with monthly reports documenting the names of the inmates held in the County jail, the number of inmate days for each inmate, and a tally of the total inmate days used for the month. Upon reaching 7,300 inmate days each calendar year, the County agrees to invoice the Contract Agency for beds used at a flat rate of \$52.50 per bed day on a quarterly basis. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should collection become necessary, the Contract Agency will pay all collection costs associated with late payments.

(d) Booking Fee. The Contract Agency will reimburse the County \$30 for each booking conducted by the County where the inmate's stay does not exceed 4 hours. The County shall invoice the Contract Agency quarterly.

(e) Classification. ~~Upon~~ Subject to mutual agreement from time to time between the County’s Jail Administrator and the Contract Agency’s Jail Manager with respect to each specific individual, the County ~~will~~ may agree to house inmates classified as high needs. High Needs inmates are defined as inmates requiring special housing or additional resources to ensure care and custody of the offender. If approved, the Contract Agency shall pay the County in accordance with section 4 of the Agreement for Use of Jail Facilities at a rate of seventy dollars (\$70.00) per day said inmate is in the custody of the County after the point of agreement. If not approved, the inmate will be returned on the next transport day. Nothing in this section is intended to modify or to derogate from the County’s right to refuse/return an inmate.

(f) Annual Review. The County and Contract Agency agree to meet by June 1st each year to review operations specific to the agreement. The parties agree to meet more frequently to discuss operational issues if necessary.

By June 1, 2014, the parties agree to notify each other of their desire to negotiate a contract extension beyond December 31, 2014.

5. MEDICAL COSTS AND TREATMENT:

(a) Services Provided. Upon transfer of custody to the County, the County will provide or arrange for the Contract Agency's inmates to receive necessary medical, psychiatric and dental services to safeguard their health while confined, in accordance with RCW

70.48.130 and other applicable law, as now in effect or hereinafter amended, and the policies and rules of the County jail. The County agrees to notify the Contract agency within 3 hours of any emergency medical, dental or psychiatric services necessary for a Contract Agency inmate.

The County agrees to accept, utilize, dispense and account for prescription medication from the Contract Agency for Contract Agency inmates; unless new information such as a change in condition, development of side effects, etc... are brought to the attention of the County's contracted medical provider. Changes in medication are allowed, in the event the County's contracted medical provider deems it is in the inmate's best interest to change medications. The County agrees to return unused prescription medications belonging to Contract Agency inmates when inmates are returned to the Contract Agency. The County agrees to use the DOC Formulary whenever possible when it prescribes medications to Contract Agency inmates.

The County and Contract Agency agree to collaboratively provide continuity of care for medical cases involving the following issues: pregnancy, abortions, acquired immune deficiency syndrome (AIDS), psychiatric medications, and tuberculosis patients. The County agrees to not prescribe sleep aid medication to Contract Agency inmates except for in extreme situations wherein lack of sleep is causing health problems for the inmate or others.

(b) Cost Responsibility. The Contract Agency shall be responsible for the cost of all medication prescribed for its inmates. The Contract Agency shall also be responsible for all costs associated with the delivery of necessary medical, psychiatric and dental services provided to an inmate that are not available from the health care program within the County jail and for all emergency medical services, wherever provided at the County's cost. These costs shall be paid directly to the provider or as a reimbursement to the County, as directed by the County.

(c) Notice. Except in situations deemed an emergency by the County, the County shall notify the Contract Agency at 360-753-8417 prior to transfer of a Contract Agency's inmate to a medical, dental, or psychiatric provider outside of the County jail or to a hospital for medical, psychiatric, or dental services.

(d) Pre-Confinement Consents or Refusals. If a Contract Agency inmate has received or refused medical, psychiatric or dental treatment from the Contract Agency before confinement in the County jail, the Contract Agency shall provide to the County written verification of any authorization of or refusal to authorize care or treatment for such inmate(s).

(e) Return for Medical Services. Nothing herein shall preclude the Contract Agency from resuming custody of an ill or injured inmate by picking such inmate up for transfer at the County jail; provided, in situations in which the County deems an inmate requires emergency medical care, the County shall have the right to arrange for emergency medical services (at the Contract Agency's expense) notwithstanding a request from the Contract Agency to transfer custody of the inmate back to the Contracting Agency.

(f) Records. The County shall keep records of all medical, psychiatric or dental services it provides to an inmate. Upon resumption of custody by the Contract Agency, and in accordance

with applicable law, the Contract Agency shall receive a copy of the medical, psychiatric or dental records held by the County for an inmate of the Contract Agency. Lewis County and the contract medical provider for Lewis County shall comply with all requirements under the Health Insurance Portability and Accountability Act (HIPAA) and other applicable law.

6. TRANSPORTATION OF CONTRACT INMATES:

(a) Regular Transport. The County agrees to provide transportation to and from the Contracting Agency's jail on a mutually agreed scheduled basis at least two times per week.

(b) Additional Transport with Costs. For additional transports by the County, required by court order or made at the Contract Agency's request, the Contract Agency shall reimburse the County for staffing and fuel costs associated with such transport; such transports shall be approved by the Contract Agency prior to the transport.

7. TRANSFER OF CUSTODY:

(a) Commencement of Custody by County. The Contract Agency's inmates shall be deemed transferred to the custody of the County when Corrections Officers from the Lewis County Sheriff's Office take physical control of an inmate. The County will not take such control of an inmate until the Contract Agency has delivered copies of all inmate records pertaining to the inmate's incarceration by the Contract Agency or its agent, including a copy or summary of each inmate's medical records held by the Contract Agency or its agent. If the County requests additional information, the parties shall mutually cooperate to obtain such information. In the absence of documentation and information satisfactory to the County, the receiving officer may refuse to accept the Contract Agency's inmate for confinement. Property shall be limited to the amount which can be stored in a grocery size bag. The Contract Agency's officers delivering an inmate to the transportation location shall be responsible for ensuring that all paperwork is in order and all property allowed to be transported with the inmate is properly packaged. Only when all paperwork and property are in order will the County take physical control and assume custody and responsibility for the Contract Agency's inmate for confinement.

(b) Further Transfer of Custody. Except as otherwise allowed by Section 10 of this Agreement, the County will not transfer custody of any inmate confined pursuant to this Agreement to any agency other than back to the Contract Agency without written authorization from a court of competent jurisdiction.

(c) Responsibilities upon Assumption of Custody. Upon transfer of custody to the County, it shall be the County's responsibility to confine the inmate; to supervise, discipline and control said inmate; and to administer the inmate's sentence pursuant to the order of the committing court in the State of Washington. During such confinement, the County shall provide and furnish or arrange for all necessary medical and hospital services and supplies in accordance with Section 5 of this Agreement.

(d) Resumption of Custody by Contracting Agency. The Contract Agency shall be deemed to have resumed custody of an inmate transferred to the County upon either presentation of such

inmate to the Contracting Agency, or upon the Contract Agency's officers taking physical control of an inmate at any other location.

8. RIGHT TO REFUSE/RETURN AN INMATE:

The County shall have the right to refuse or return any of the Contract Agency's inmates under any one of the following circumstances.

(a) Pending Medical Needs. The County shall have the right to refuse to accept any Contract Agency inmate who, at the time of presentation for transportation to the County jail for confinement, appears in need of medical, psychiatric or dental attention, until the Contract Agency has provided medical, psychiatric or dental treatment to the inmate to the satisfaction of the County. At the time of custody transfer it is the Contract Agency's responsibility to provide all available information relevant to the care and custody of the Contract Agency's inmate.

(b) Problematic Physical History or Behavior and New Medical Conditions. The County shall have the right to refuse or return any Contract Agency's inmate that, in the sole judgment of the County, has a history of serious medical problems, presents a risk of escape, presents a risk of injury to other persons or property, or develops an illness or injury that may adversely affect or interfere with operations of the County Jail. Any special transport costs, medical or otherwise, incurred in the return of Contract Agency's inmate under this subsection will be the responsibility of the Contract Agency.

(c) Claims/Litigation. The County shall have the right to refuse or return any Contract Agency inmate that files a claim or lawsuit against the County in the interest of safety and security and preserving the rights of all affected parties.

(d) Return for Release. The County shall have the right to return any Contract Agency inmate anytime within five (5) days of the scheduled completion of the offender's sentence.

(e) Return Due to Upcoming Expiration. The County shall have the right to begin returning Contract Agency's inmates during the thirty days preceding expiration of this Agreement so that all inmates may be transported pursuant to the regular transports under Section 6 (a) and (b) above.

(f) Court order space requirement. The County shall return inmates when a court of competent jurisdiction orders that space be made available.

(g) Notice of Return and Transport. The County shall provide written notice, via facsimile or e-mail, of the anticipated return of an inmate under this Section 8 to the contact person identified herein for the Contract Agency.

9. REMOVAL FROM JAIL:

The Contract Agency's inmates may be removed from the County jail for reasons outlined below.

(a) Request by Contract Agency. Upon the County's receipt of written request for inmate return made by the Contract Agency, the inmate will be transported by the Contract Agency or the County pursuant to Section 6 above.

(b) Court Order. Upon the County's receipt of an order issued by a court having jurisdiction over a Contract Agency's inmate, transport will be according to the terms expressed in the court order, or by the Contract Agency or the County pursuant to Section 6 above.

(c) Completion of Sentence. The Contract Agency shall provide return dates for each contract inmate. The Contract Agency shall provide e-mail release notification to the county at least 24 hours prior. The County shall not be expected to process Contract Agency Releases. The Contract Agencies inmate's shall only be released from the Contract Agency's facility.

(d) Treatment Outside of Jail. The Contract Agency's inmate may be removed from the County jail for medical, psychiatric or dental treatment or care not available within the County jail.

(e) Catastrophe. In the event of any catastrophic condition presenting, in the sole discretion of the County, an eminent danger to the safety of the inmate(s), the County may remove such person or persons, forthwith, from the County Jail to a place of safety. In any such event the County will inform the Contract Agency, at the earliest practical time, of the whereabouts of the inmate(s) and shall exercise all reasonable care for the safekeeping and custody of such inmate(s).

10. TRANSFER OF INMATES UPON TERMINATION/EXPIRATION OF AGREEMENT:

(a) Termination by County. In the event of a notice of termination from the County in accordance with Section 19 below, it shall be the County's obligation to transport the Contract Agency's inmates to the Contract Agency, at no expense to the Contract Agency. Such transports shall be made as if the Agreement were expiring and in accordance with the terms of Section 8 above, subsection (g).

(b) Termination by Contract Agency. In the event of a notice of termination from the Contract Agency in accordance with Section 19 below, it shall be the Contract Agency's obligation to transport the Contract Agency's inmates at its own expense, on or before the effective date of such termination. Until such removal, the Contract Agency shall pay the compensation and costs set forth herein related to the housing of such inmate(s). With respect to any inmate(s) not removed in accordance with this Section 10, the Contract Agency shall pay the base rate set forth in Section 4(a) above plus an additional Five Dollars (\$5) per inmate for every 24 hour period or part thereof that said inmate(s) remains in the County jail; and the County shall retain all rights hereunder, notwithstanding such termination, until all of the Contract Agency's inmates are removed from the County jail.

11. INMATE RIGHTS, ACCOUNTS AND PROGRAMS:

(a) Early Release Credit and Discipline. The Contract Agency's inmates confined under this Agreement shall earn early release credits under the policies and rules prescribed by the Contract Agency and state law for all inmates at the County jail. With respect to the Contract Agency's inmates, the County shall maintain and manage disciplinary issues and will administer sanctions as per facility rules. If the County finds removal of earned early release credits is appropriate, the County will provide the Contract Agency with hearing results and request earned early release credits be removed. No discipline prohibited by federal or state law will be permitted. The disciplinary policies and rules of the County jail will apply equally to inmates confined pursuant to this Agreement and to those otherwise confined.

(b) Inmate Accounts. The County shall establish and maintain an account for each inmate received from the Contract Agency and shall credit to such account all money received from an inmate or from the Contract Agency on behalf of an inmate. The County shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the inmate for personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. At termination or expiration of this Agreement, an inmate's return to the Contract Agency, or death or escape of an inmate, the County shall submit a check to the Contract Agency in the name of each inmate eligible for reimbursement in order to transfer an inmate's money to an inmate account administered by the Contract Agency.

(c) Programs. The County shall provide the Contract Agency's inmates with access to all educational, recreational and social service programs offered at the County jail under the terms and conditions applicable to all other inmates at the jail.

12. ACCESS TO FACILITY AND INMATES:

(a) Access to Facility. Contract Agency shall have the right to inspect, at mutually agreeable times, the County jail in order to confirm such jail maintains standards acceptable to the Contract Agency and that its inmates are treated appropriately. The County agrees to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws.

(b) Access to Inmates. Contract Agency personnel shall have the right to interview inmates from the Contract Agency at any reasonable time within the jail. Contract Agency officers shall be afforded equal priority for use of jail interview rooms with other departments, including the Lewis County Sheriff's Office.

13. ESCAPES AND DEATHS:

(a) Escapes. In the event of an escape by a Contract Agency's inmate from the County jail, the Contract Agency will be notified by telephone or fax with a follow-up in writing as soon as practical. The County will have the primary authority to direct the investigation and to pursue the inmate within its jurisdiction. Any costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the County. The County will not be required to pursue and return the Contract Agency's escaped inmates from outside of the County.

(b) Deaths.

1) In the event of a death of a Contract Agency inmate in the County jail, the Contract Agency's Jail Manager shall be promptly notified by telephone or fax with a follow-up notification in writing via US mail. Lewis County Sheriff's Office and the Lewis County Coroner will investigate the circumstances. The Contract Agency may, if it wishes, join in the investigation and receive copies of all records and documents in connection with the investigation.

2) The County shall, Subject to RCW 68.50.160, to any other applicable provisions of law, and to the orders of the Lewis County Coroner, the County shall follow the written instructions of the Contract Agency regarding the disposition of the body. Such written instructions shall be provided within three working days of receipt by the Contract Agency of notice of such death. All expenses related to necessary preparation of the body and transport charges shall be the responsibility of the Contract Agency. With written consent from the Contract Agency, the County may arrange burial and all matters related or incidental thereto, and the Contract Agency shall pay all such expenses. This paragraph deals with relations between the parties to this Agreement and is not intended to relieve any relative or other person from responsibility for the disposition of the deceased or any associated expenses.

14. RECORD KEEPING:

The County agrees to maintain a system of record keeping relative to the booking and confinement of each of the Contract Agency's inmates consistent with the record keeping by the County for all other inmates and in accordance with all statutory requirements. The County shall make copies of said records available to the Contract Agency upon its request.

15. INDEMNIFICATION AND INSURANCE:

(a) Indemnification of Contract Agency. The County shall indemnify the Contract Agency, its officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to costs and reasonable attorney's fees, arising from the County's performance under this Agreement; provided, to the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the Contract Agency, its officers, agents, or employees, the County's indemnification obligation hereunder shall be limited to the County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

(b) Indemnification of County. The Contract Agency shall indemnify the County, its officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to costs and reasonable attorney's fees, arising from the Contract Agency's performance under this Agreement; provided, to the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the County, its officers, agents, or employees, the Contract Agency's indemnification obligation hereunder shall be limited to the Contract Agency's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

(c) Insurance Requirement. Each party shall obtain and maintain liability coverage in minimum liability limits of Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate for its conduct creating liability exposures related to confinement of inmates, including general liability, errors and omissions, auto liability and police professional liability. The insurance policy or policies shall provide coverage for those events that occur during the term of the policy, despite when the claim is made.

(d) Certificate of Insurance. Each party to this Agreement agrees to provide the other with evidence of insurance coverage in the form of a certificate from a solvent insurance provider confirming coverage from a solvent insurance pool which is sufficient to address the insurance obligations set forth above.

16. NON-DISCRIMINATION POLICY:

The County and the Contract Agency agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap, or any other status protected by law.

17. CONTRACT ADMINISTRATION/REQUIREMENTS OF CHAPTER 39.34 RCW:

This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act and other applicable law. Pursuant to the provisions of RCW 39.34.030, the Lewis County Sheriff shall be responsible for administering the confinement of inmates. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion. Prior to its entry into force, an agreement made pursuant to this chapter shall be filed with the county auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

18. WAIVER OF RIGHTS:

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of non-performance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitute acquiescence thereto.

19. TERMINATION:

This Agreement may be terminated upon 90 days written notice from either party to the other party. Notice shall be sent to the attention of the administrative contact person specified in section 2 above both by first class mail and by email to his or her usual email address used for communication between the parties. The notice shall indicate when and how the City of Olympia will assume physical custody and control over any inmates housed by Lewis County, and how it will transport them from the Lewis County Jail. In default of such indication Lewis

County shall deliver any Olympia inmates in its custody or control at a time or times of its choosing on the effective date of the termination to the front door of the Olympia City Jail, and the City of Olympia shall reimburse Lewis County for its expense in so transporting such inmates. If the Agreement is properly terminated by the Contract Agency with the required notice, Contract Agency shall not be responsible for paying for the quarters remaining in the year, effective upon termination. For example, notice provided on July 1 to terminate as of October 1 would mean that the Contract Agency has zero beds reserved for the fourth quarter of the year and is, therefore, relieved from making payment for any bed days in that quarter.

20. WAIVER OF ARBITRATION RIGHTS:

Both parties acknowledge and agree that they are familiar with the provisions of RCW 39.34.180(3), as now in effect, and that of their own free will they hereby expressly waive any and all rights under RCW 39.34.180(3), as now in effect or as hereinafter amended, to arbitrate the level of compensation for incarceration services charged under this Agreement, or any renewal thereof, that either party may possess. The parties further agree that such level of compensation and all other issues related to the purpose of this Agreement will only be as agreed to herein or as otherwise agreed to in a writing executed by the parties.

21. DURATION:

This Agreement will be in effect from January 1, 2014, through December 31, 2014, unless terminated by either party under the terms set forth in Section 19, above. Nothing in this Agreement shall be construed to make it necessary for the Contracting Agency to continuously house inmates with the County.

22. GOVERNING LAW AND VENUE:

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement and an inmate's confinement under this Agreement. The venue shall be in the Thurston County Superior Court.

23. MISCELLANEOUS:

In providing these services to the Contract Agency, the County is an independent contractor and none of its officers, agents, or employees are employees of the Contract Agency for any purpose including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Contract Agency under any applicable law, rule, or regulation.

DATE: _____

LEWIS COUNTY, WASHINGTON

_____, Chairman

_____, Member

_____, Member

Constituting the Board of County
Commissioners of Lewis County,
Washington

Attest: _____
Clerk of the Board

Reviewed by:

Prosecuting Attorney

Approved as to Form and Content:

Steve Mansfield, Sheriff
Lewis County Sheriff's Office

CITY OF OLYMPIA, WASHINGTON

BY: _____,
Mayor

DATE: _____

Approved as to Form:



Assistant City Attorney

City of Olympia

City Council

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

Approval of Ordinance Amending Transportation Impact Fees

Agenda Date: 12/17/2013

Agenda Number: 4.J

File Number: 13-0912

File Type: ordinance

Version: 2

Status: Second Reading

..Title

Approval of Ordinance Amending Transportation Impact Fees

..Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the ordinance amending Transportation Impact Fees on second reading.

..Report

Issue:

Whether to adopt an ordinance that amends Transportation Impact Fees to adjust for increases or decreases in the cost of labor, construction materials, and real property.

Staff Contact:

Randy Wesselman, Transportation Engineering and Planning Manager, Public Works
Transportation, 360.753.8477

Presenter(s):

Consent Item.

Background and Analysis:

The background and analysis information has not changed from the first reading. A Transportation Impact Fee is charged by the City to developers to offset the impact of new development on the transportation system. The cost is calculated based on the type of land use and projected number of vehicle trips generated by the development within a day. The dollars collected fund future transportation capital improvement projects.

Each year, staff updates the City's Transportation Impact Fee calculations to reflect inflationary increases or decreases in project costs. The recommended adjustments are based on 2013-2014 project costs. These costs are consistent with the 2014-2019 *Capital Facilities Plan*.

Staff recommends increasing the Transportation Impact Fee cost per trip from \$2,608 to \$2,654 (1.78%). This reflects an increase in engineering labor and construction costs and a decrease in most Right-of-Way (ROW) acquisition costs. Additional detail

Agenda Date: 12/17/2013

Agenda Number: 4.J

File Number: 13-0912

on the cost of labor, construction materials, and real property can be found in the attachment.

The proposed amendments to the Transportation Impact Fee Ordinance can be found in Schedule D of the Ordinance.

Neighborhood/Community Interests (if known):

Updating Transportation Impact Fees reflect inflationary increases or decreases in project costs and ensures new that developments pay their fair share of project costs.

Options:

1. Approve the Ordinance amending Transportation Impact Fees on second reading. This will provide an accurate way to remain current with the cost of labor, construction materials, and real property.
2. Approve the Ordinance with changes to some of the proposed impact fee rates.
3. Do not move forward with an update of the Transportation Impact Fee Ordinance at this time. Project costs will not remain current with the cost of labor, construction materials, and real property.

Financial Impact:

The proposed fees will result in Transportation Impact Fees increasing by approximately 1.78 percent.

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON AMENDING TRANSPORTATION IMPACT FEES, AND AMENDING SECTION 15.16.040 OF THE OLYMPIA MUNICIPAL CODE.

WHEREAS, RCW 82.02.050 - .090 authorizes the City of Olympia to adopt an ordinance imposing impact fees; and

WHEREAS, in Ordinance Nos. 5490 and 6164, the City of Olympia did adopt such impact fees, to include "Transportation Impact Fees"; and

WHEREAS, the City Council has called for an annual review of impact fees, concurrent with the annual review of the Capital Facilities Plan (CFP) element of the City's Comprehensive Plan, to consider adjustments to the fees; and

WHEREAS, following said review of the 2014-2019 CFP, the Olympia City Council desires to amend Transportation Impact Fees to account for costs of labor, construction materials, and real property;

WHEREAS, this Ordinance is adopted pursuant to Article 11, Section 11, of the Washington Constitution; and

WHEREAS, this Ordinance is supported by the staff report, attachments, and documents on file with the Department of Public Works; and

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

Section 1. Amendment of OMC 15.16.040. Section 15.16.040 of the Olympia Municipal Code is hereby amended to read as follows:

15.16.040 - Schedule D, Transportation Impact Fees

**SCHEDULE D
TRANSPORTATION IMPACT FEE RATE SCHEDULE
Effective January 1, 2013~~2014~~**

Land Uses	Unit of Measure	Rate
Cost per New Trip Generated:		-\$ 2,608 \$2,654
<i>Residential</i>		
Single Family (Detached)	dwelling	-\$ 3,073 \$3,127
Multi Family-Townhouse & Duplex	dwelling	-\$ 1,994 \$2,029
Senior Housing & Accessory Dwelling	dwelling	-\$ 755 \$768
Mobile Home	dwelling	-\$1,795 \$1,827

Land Uses	Unit of Measure	Rate
<i>Commercial – Services</i>		
Bank	sq ft / GFA	\$ 16.83 \$17.13
Day Care	sq ft / GFA	\$ 16.25 \$16.53
Hotel/Motel	room	\$ 2,052 \$2,088
Service Station ¹	fueling position	\$ 5,932 \$6,037
Quick Lubrication Vehicle Shop	servicing positions	\$ 5,369 \$5,464
Automobile Care Center	sq ft / GLA	\$ 4.85 \$4.93
Movie Theater	seat	\$ 119 \$121
Health Club	sq ft / GFA	\$ 7.13 \$7.26
Marina	berth	\$ 461 \$469
<i>Institutional</i>		
Elementary /Jr. High/ High School	student	\$ 181 \$184
University/College	student	\$ 493 \$502
Church	sq ft / GFA	\$ 1.77 \$1.80
Hospital	sq ft / GFA	\$ 3.96 \$4.03
Assisted Living, Nursing Home, Group Home	bed	\$ 536 \$545
<i>Industrial</i>		
Light Industry/Manufacturing/Industrial Park	sq ft / GFA	\$ 3.81 \$3.88
Warehousing/Storage	sq ft / GFA	\$ 1.42 \$1.44
Mini Warehouse	sq ft / GFA	\$1.15 \$1.17
<i>Restaurant</i>		
Restaurant	sq ft / GFA	\$ 17.71 \$18.02
Fast Food Restaurant	sq ft / GFA	\$ 29.42 \$29.94

Land Uses	Unit of Measure	Rate
<i>Commercial – Retail</i>		
Retail Shopping Center:		
up to 49,999	sq ft / GLA	-\$ 5.68 \$5.78
50,000-99,999	sq ft / GLA	-\$ 5.02 \$5.11
100,000-199,999	sq ft / GLA	-\$ 4.93 \$5.02
200,000-299,999	sq ft / GLA	-\$ 4.51 \$4.59
300,000-399,999	sq ft / GLA	-\$ 5.38 \$5.47
over 400,000	sq ft / GLA	-\$ 6.06 \$6.16
Supermarket > 5,000 SF	sq ft / GFA	-\$ 14.38 \$14.63
Convenience Market < 5,000 SF	sq ft / GFA	-\$ 26.65 \$27.12
Furniture Store	sq ft / GFA	-\$0.40 \$0.41
Car Sales - New/Used	sq ft / GFA	-\$ 8.29 \$8.43
Nursery/Garden Center	sq ft / GFA	-\$ 4.86 \$4.94
Pharmacy/Drugstore	sq ft / GFA	-\$ 6.22 \$6.33
Hardware/Building Materials Store < 25,000 SF	sq ft / GFA	-\$ 4.92 \$5.00
Discount Merchandise Store (Free Standing)	sq ft / GFA	-\$ 5.67 \$5.77
Video Rental	sq ft / GFA	-\$ 9.04 \$9.20
Home Improvement Superstore > 25,000 SF	sq ft / GFA	-\$ 2.38 \$2.42
Miscellaneous Retail	sq ft / GLA	-\$ 5.84 \$5.94
<i>Commercial – Office</i>		
Administrative Office:		
0-99,999	sq ft / GFA	-\$10.81 \$11.00
100,000-199,999	sq ft / GFA	-\$ 6.58 \$6.70
200,000-299,999	sq ft / GFA	-\$ 5.75 \$5.85

Land Uses	Unit of Measure	Rate
		-\$ 5.39
over 300,000	sq ft / GFA	\$5.48
Medical Office/Clinic	sq ft / GFA	-\$ 10.83 \$11.02
<i>Downtown² Fees</i>		
Multi Family-Townhouse, & Duplex	dwelling	-\$ 818 \$832
Senior Housing & Accessory Dwelling	dwelling	-\$ 339 \$345
Assisted Living, Nursing Home, Group Home	bed	-\$ 363 \$370
Hotel/Motel	room	-\$ 1,521 \$1,548
Movie Theater	seat	-\$98 \$100
Marina	berth	-\$ 282 \$287
Downtown Services/Retail ³	sq ft / GLA	-\$ 3.45 \$3.51
Administrative Office:		
		-\$ 7.02
0-99,999	sq ft / GFA	\$7.15
100,000-199,999	sq ft / GFA	-\$ 5.27 \$5.36
200,000-299,999	sq ft / GFA	-\$ 4.56 \$4.65
over 300,000	sq ft / GFA	-\$ 3.86 \$3.93
Medical Office/Clinic	sq ft / GFA	-\$ 9.47 \$9.64
Industrial Park	sq ft / GFA	-\$ 2.39 \$2.43
Warehousing/Storage	sq ft / GFA	-\$ 0.89 \$0.91
Mini Warehouse	sq ft / GFA	-\$0.72 \$0.74

Notes: For uses with Unit of Measure in "sq ft / GFA" or "sq ft/GLA", impact fee is dollars per square foot.

1) Service Station can include Mini Mart (less than or equal to 2,500 square feet) and/ or Car Wash. Mini Mart greater than 2,500 square feet is calculated separately.

2) Downtown: As defined in Olympia Municipal Code 15.040.020.O.

3) Downtown Services/Retail includes Retail Stores, Restaurants, Supermarkets, Convenience Markets, Video Rentals, Banks, Health Clubs, Day Cares, and Libraries.

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

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

Section 4. Effective Date. This Ordinance shall be in force and effect on January 1, 2014, after its passage by the Olympia City Council and publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Nienaber

DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

2014 TRANSPORTATION IMPACT FEE
Annual Adjustment of Transportation Impact Fee
For Increases/Decreases in Cost of Labor, Construction Materials and Real Property
2014 - 2019 Capital Facilities Plan Cycle

Method: Inflate based on updated 2013 CFP cost and WSDOT CCI 5.2%, COLA 2%, ROW varies.

FN = $(L*(1+COLA)) + (C*(1+CCI)) + (ROW*(1+PI))$, where:

FN = Funds Needed that are adjusted for inflation

L = Current Year Labor Cost

C = Current Year Construction Cost

ROW = Current Year Right-of-Way Cost

COLA = Cost of Living Adjustment Percent

CCI = Construction Cost Index (WSDOT CCI) Percent (3-year average)

PI = Property Value Inflation Percent

Boulevard Rd and Log Cabin Rd - Phase 2, East Leg			
	<u>2013</u>	<u>Inflation</u>	<u>2014</u>
Engineering	328,300	1.02	334,900
Construction	2,075,500	1.052	2,183,400
TOTAL	2,403,800		2,518,300
Boulevard Rd and Morse Merryman Intersection Improvements			
(Updated estimate for 2014 based on grant estimate.)	<u>2013</u>	<u>Inflation</u>	<u>2014</u>
Engineering	404,000	x	948,400
Construction	2,782,300	x	3,145,400
Right of Way	448,500	x	448,500
TOTAL	3,634,800		4,542,300
Boulevard Rd and 22nd Ave Intersection Improvements			
(Updated estimate for 2014 based on current estimate)	<u>2013</u>	<u>Inflation</u>	<u>2014</u>
Engineering	623,600	x	1,212,080
Construction	2,833,700	x	2,903,480
Right of Way	1,423,200	x	775,000
TOTAL	4,880,500		4,890,560
Cain Road & North Street Intersection Improvements			
	<u>2013</u>	<u>Inflation</u>	<u>2014</u>
Engineering	295,300	1.02	301,200
Construction	2,124,900	1.052	2,235,400
Right of Way	170,000	0.861	146,300
TOTAL	2,590,200		2,682,900
Fones Road from 17th Ave to Pacific Ave Phase 2b (North/South), Roadway Widening			
	<u>2013</u>	<u>Inflation</u>	<u>2014</u>
Engineering	1,547,900	1.02	1,578,900
Construction	8,869,000	1.052	9,330,200
Right of Way	4,954,200	0.919	4,554,200
	15,371,100		15,463,300

2014 TRANSPORTATION IMPACT FEE
Annual Adjustment of Transportation Impact Fee
For Increases/Decreases in Cost of Labor, Construction Materials and Real Property
2014 - 2019 Capital Facilities Plan Cycle

Henderson Boulevard & Eskridge Boulevard Intersection Improvements			<u>2013</u>	<u>Inflation</u>	<u>2014</u>
	Engineering		386,700	1.02	394,400
	Construction		2,621,100	1.052	2,757,400
	Right of Way		296,500	0.857	254,000
	TOTAL		3,304,300		3,405,800
Log Cabin Road Extension			<u>2013</u>	<u>Inflation</u>	<u>2014</u>
	Engineering		1,661,000	1.02	1,694,200
	Construction		9,117,000	1.052	9,591,100
	Right of Way		4,547,300	0.878	3,990,200
	TOTAL		15,325,300		15,275,500
	City Share 25%		3,831,325		3,818,875
West Olympia Access Interchange Justification Report (IJR)			<u>2013</u>	<u>Inflation</u>	<u>2014</u>
	Engineering		1,600,000	x	1,600,000
(Updated estimate based on West Olympia Access Study IJR estimate.)	Construction		0	x	0
	Right of Way		0	x	0
			1,600,000		1,600,000
Wiggins Road & 37th Avenue Intersection Improvements			<u>2013</u>	<u>Inflation</u>	<u>2014</u>
	Engineering		658,500	1.02	671,700
	Construction		4,522,000	1.052	4,757,100
	Right of Way		1,239,700	0.88	1,089,900
	TOTAL		6,420,200		6,518,700

**Transportation Impact Fees
Cost Distribution**

PROJECT/STREET	A1	A12	A15	A16	A17
	COST	Total Funds Appropriated or Assigned through August 31, 2013	Not Debt Financed	Payment Schedule for Horizon Year Debt Based on Bond Issuance	Total Funds Needed for Horizon Year A15 + A16
Fones Road - 18th Avenue to Pacific (CG23)	\$15,463,300	\$57,988	\$15,405,312	\$0	\$15,405,312
Henderson Boulevard and Eskridge Boulevard Intersection Improvements	\$3,405,800	\$118,447	\$3,287,353	\$0	\$3,287,353
Wiggins Road and 37th Avenue Intersection Improvements	\$6,518,700	\$141,564	\$6,377,136	\$0	\$6,377,136
Cain Road and North Street Intersection Improvements	\$2,682,900	\$2,756	\$2,680,144	\$0	\$2,680,144
Boulevard Road Intersection Improvements Log Cabin - Phase 2 (East Leg)	\$2,518,300	\$28,624	\$2,489,676	\$0	\$2,489,676
Boulevard Road Intersection Improvements 22nd Avenue	\$4,890,560	\$3,536,403	\$1,354,157	\$0	\$1,354,157
Boulevard Road Intersection Improvements Morse-Merryman	\$4,542,300	\$687,067	\$3,855,233	\$0	\$3,855,233
Log Cabin Road Extension, Phase I County Property to Extension of Hoffman Road	\$3,818,875	\$40,310	\$3,778,565	\$0	\$3,778,565
West Olympia Access Study Interchange Justification Report	\$1,600,000	\$850,881	\$749,119	\$0	\$749,119
Debt Service	\$2,619,325	\$0	\$0	\$2,619,325	\$2,619,325
Total	\$48,060,060	\$5,464,040	\$39,976,695	\$2,619,325	\$42,596,020

Percent of new project traffic due to growth within City of Olympia and UGA	65.1713636%
Project Costs Allowable for Impact Fees	\$27,760,407
New PM Peak Hour Trips	10,458
Cost Per Trip	\$2,654

City of Olympia

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

City Council

Approval of Ordinance Amending Olympia Municipal Code to Add Reclaimed Water Engineering Fees

Agenda Date: 12/17/2013

Agenda Number: 4.K

File Number: 13-0913

File Type: ordinance

Version: 1

Status: Second Reading

..Title

Approval of Ordinance Amending Olympia Municipal Code to Add Reclaimed Water Engineering Fees

..Recommended Action

City Manager's Recommendation:

Move to approve on second reading an ordinance amending Olympia Municipal Code (OMC) 4.04.010, adding reclaimed water engineering fees as proposed in Attachment 1.

..Report

Issue:

Whether to approve an ordinance amending Olympia Municipal Code to add reclaimed water engineering fees.

Staff Contact:

Tom Hill, Building Official, 360.753.8486

Presenters:

None. Consent Calendar Item.

Background and Analysis:

The background and analysis information has not changed from the first reading. Reclaimed water charges are proposed to be expanded to include engineering fees and rates for indoor use. Engineering fees have never been established for reclaimed water and, since 2005, a rate for reclaimed water has existed only for irrigation (outdoor use); however, reclaimed water now includes indoor use.

Adding engineering fees and indoor-use rates is part of the Drinking Water Utility's recent effort to update the Reclaimed Water Ordinance, OMC 13.24 - which was approved by Council last month. As an incentive, the reclaimed water rates are 70% of those charged for potable water. The proposed engineering fees, though, are the same as for the Drinking Water Utility.

Neighborhood/Community Interests:

The amendments have been reviewed and are supported by the Utility Advisory Committee, the Council Land Use and Environment Committee, and the Olympia

Agenda Date: 12/17/2013

Agenda Number: 4.K

File Number: 13-0913

Planning Commission. In 2011 and 2013, staff informed reclaimed water customers, the business community, neighboring jurisdictions, LOTT Clean Water Alliance, and the Squaxin Island Tribe about the proposed engineering fees and rates. Staff received a few responses, all of which supported the amendments.

Options:

1. Move to approve on second reading the proposed code amendments to OMC Section 4.04.010.
2. Move to reject the revised ordinance.

Financial Impact:

The proposed engineering fees and indoor-use rates are new; they are not increases because the proposed fees and rates currently do not exist. In the mid-2000s, the City worked only with the Port of Olympia to install reclaimed water infrastructure on Port property. Reclaimed water engineering fees did not exist at that time, so none were charged to the Port. The City anticipates little to no revenue from reclaimed water engineering fees in the near future given the lack of interest by the development community to actively advance reclaimed water infrastructure, primarily based on high cost and limited opportunity. The proposed engineering fees and indoor-use rates will position the City to generate revenue when reclaimed water infrastructure is advanced and use increases in the future.

ORDINANCE NO.

AN ORDINANCE RELATING TO FEES, SPECIFICALLY FEES FOR ENGINEERING APPLICATIONS; AND AMENDING SECTION 4.04.010 OF THE OLYMPIA MUNICIPAL CODE.

WHEREAS, Olympia City Council wishes to amend fees to more accurately reflect the actual cost to provide review and permit services; and

WHEREAS, RCW 35A.11.020 and RCW 82.02.020 authorize the City of Olympia to collect reasonable fees to cover the administrative costs of various types of land use applications; and

WHEREAS, there are no fees currently established for reclaimed water engineering plan review and permit services; and

WHEREAS, property tax limits are creating greater pressure for development review costs to be fee supported;

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

Section 1. Amendment of OMC 4.04.010. Section 4.04.010 of the Olympia Municipal Code is hereby amended to read as follows:

4.04.010 - Assessment of fees

A. Commencing January 1, 2013~~4~~, the following fee schedule shall be in full force and effect.

Application Type Plan Check Fees	Engineering Fee Schedule
Water Main Extension (For projects outside city limits, fees will increase by 25%)	\$452.00 + \$0.50 per linear foot or part thereof
Sewer Main Extension (For projects outside city limits, fees will increase by 25%)	\$452.00 + \$0.50 per linear foot or part thereof
<u>Reclaimed Water Main or Service Extension</u>	<u>\$452.00 + \$0.50 per linear foot or part thereof</u>
Streets	\$452.00 + \$0.50 per linear foot or part thereof
Curb and Sidewalk	\$452.00 + \$0.50 per linear foot or part thereof
Storm On-Site	\$452.00 + \$37.00 per Acre Gross Parcel Area
Storm Pipe	\$452.00 + \$0.50 per linear foot or part thereof
Street Lighting (For projects outside city limits, fees will increase by 25%)	\$452.00 + \$0.50 per linear foot or part thereof
Driveway: Commercial	\$678.00 each
STEP Sewer System: Commercial	\$1,355.00 each
Sewer Pump Station	\$1,355.00 each
On-Site Community Septic System (For projects outside city limits, fees will increase by 25%)	\$1,355.00 each

Traffic Signal	\$1,355.00 each
Solid Waste Pad and/or enclosure	\$125.00
Landscape Plan Review	\$250.00
Resubmittal Fee	50% of plan review fee starting with second resubmittal after the initial application
Application Type Permit/Inspection Fees	
Single Family Residential Site Erosion Control Inspection	\$184.00 each
Streets and/or Alleys	\$2.30 per linear foot or part thereof
Curb and/or Walk	\$2.30 per linear foot or part thereof
Street lighting (For projects outside city limits, fees will increase by 25%)	\$1.60 per linear foot or part thereof
Driveways: Residential	\$158.00 each
Driveways: Commercial	\$788.00 each
Sanitary Sewer Main (For projects outside city limits, fees will increase by 25%)	\$3.10 per linear foot or part thereof plus \$1.00 per linear foot for Television Inspection
STEP Sewer System: Residential (For projects outside city limits, fees will increase by 25%)	\$509.00 each
STEP Sewer System: Commercial (For projects outside city limits, fees will increase by 25%)	\$1,019.00 each
Sewer Pump Station	\$1,019.00 each
On-Site Community Septic System (For projects outside city limits, fees will increase by 25%)	\$1,019.00 each
Sewer Lateral Connection at Main	\$368.00 each
Sewer Lateral Connection on Property	\$147.00 each
Storm Sewer Main	\$3.10 per linear foot or part thereof plus \$1.00 per linear foot for Television Inspection
Storm On-Site System	\$677.00 each
Water Main (For projects outside city limits, fees will increase by 25%)	\$3.10 per linear foot or part thereof
Water Connection (New)	\$200.00 each
Water Purity Sampling Test (Collected for second and subsequent tests for the same system)	Actual Costs to be Assessed
Water Main Shutdown (collected for second or subsequent request for the same system)	Actual Costs to be Assessed
<u>Reclaimed Water Main or Service Connection</u>	<u>\$3.10 per linear foot or part thereof</u>
<u>Reclaimed Water Connection (new)</u>	<u>\$200.00 each</u>
<u>Reclaimed Water Sampling Test (Collected for second and subsequent tests for the same system)</u>	<u>Actual Costs to be Assessed</u>

<u>Reclaimed Water Main or Service Connection Shutdown (collected for second or subsequent request for the same system)</u>	<u>Actual Costs to be Assessed</u>
Traffic Signal	\$1,575.00 each
Solid Waste Pad and/or enclosure	\$250.00
Landscape	\$375.00
Bicycle Parking	\$125.00
Paving of Parking Lots (including re-paving)	\$0.06 per square foot or part thereof
Right-of-Way Obstruction Permit (No Traffic Control Plan Required)	\$184.00 each
Right-of-Way Obstruction Permit Right-of-Way Obstruction Permit (Traffic Control Plan Required, and on-site signage, cones, or flaggers needed)	\$562.00 each
Right-of-Way Excavation/Restoration (Completion Bond Required before Issuance of a Permit equal to 125% value of the work)	\$184.00 each
Right-of-Way Vacation Request	\$1,943.00 each
Latecomer Reimbursement Contract	\$1,943.00 + 5% Administrative Fee (based on total cost of the contract)
UGA City Utility Availability Authorization	\$175.00 each
Long Term Right-of-Way Use Authorization for Open Right-of-Way Use per Year	\$420.00 per year
Street Closure Permit for Temporary Moving of Structures or Equipment	\$850.00 each
Recording Fees for Annexation Agreements, Bills of Sale, Easements, Deeds	\$80.00
Recording Fees for Stormwater Maintenance Agreements	\$115.00
Private Utilities	
Private Utility (power, natural overhead, gas, telecommunications, CATV) (New development of systems):	<p>New Short Plat – (2-9 Lots) Plan Check: \$158.00 Permit Fees: \$26.00</p> <p>New Long Plat – (10-25 Lots) Plan Check: \$315.00 Permit Fees: \$53.00 + \$0.20 per linear foot or part thereof</p> <p>New Long Plat – (26+ Lots) Plan Check: \$525.00 Permit Fees: \$79.00 + \$0.20 per linear foot or part thereof</p>

	<p>New Commercial: Plan Check: \$315.00 Permit Fees: \$53.00</p> <p>New R-O-W Utilities (New or Extension) Plan Check: \$263.00 + \$0.9 per linear foot or part thereof Permit Fees: \$26.00</p> <p>Repair/Replace Existing Plan Check: \$0.00 Permit Fees: \$26.00 + \$0.10 per linear foot or part thereof New/Replace Pole: \$26.00 per Each</p>
Resubmittal fees starting with second resubmittal after the initial application	50% plan check fees
Tree Protections and Replacement Ordinance Fee Schedule	
Tree Plan Review for New Commercial Development	\$1,575.00 each
Tree Plan Review for New Multi-family Residential Development	\$1,575.00 each
Tree Plan Review for New Subdivisions - 9 lots and less	\$525.00 each
Tree Plan Review for New Subdivisions - 10 lots and more	\$1,575.00 + \$26.00 per lot
Tree Plan Field Inspection for New Commercial Development	\$1,575.00 each
Tree Plan Field Inspection for New Multi-family Residential Development	\$1,575.00 each
Tree Plan Field Inspection for New Subdivisions - 9 lots and less	\$525.00 each
Tree Plan Review for New Subdivisions - 10 lots and more	\$1,575.00 + \$26.00 per lot
Tree Plan Review for Tree Trimming by Private Utility	\$210.00 + \$0.10 per linear foot, or part thereof, of project
Tree Plan Field Inspection for Tree Trimming by Private Utility	\$210.00 + \$0.10 per linear foot, or part thereof, of project
Tree Conversion Option Harvest	\$150.00 per acre, or part thereof, to \$3,000.00 maximum

Section 2. Severability. The provisions of this ordinance are declared separate and severable. If any provision of this ordinance or its application to any person or circumstances is held invalid,

the remainder of this ordinance or application of the provision to other persons or circumstances, shall be unaffected.

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

Section 4. Effective Date. This ordinance shall take effect January 1, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Nienaber

DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

City of Olympia

City Council

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

Approval of Ordinance Adopting 2014 Park Impact Fee Rate Adjustment

Agenda Date: 12/17/2013

Agenda Number: 4.L

File Number: 13-0980

File Type: ordinance

Version: 3

Status: Second Reading

..Title

Approval of Ordinance Adopting 2014 Park Impact Fee Rate Adjustment

..Recommended Action

City Manager Recommendation:

Move to approve on second reading an ordinance amending Olympia Municipal Code Sections 15.16.010 Park Impact Fee rate that results in an increase in Park Impact Fee rate of approximately 2.85%.

..Report

Issue:

Consider an ordinance amending the Olympia Municipal Code relating to Park Impact Fee rate.

Staff Contact:

Dave Okerlund, Planning Program Manager, 360.570.5855

Presenter(s):

None.

Background and Analysis:

The background and analysis information has not changed from the first reading.

In 2008, Council implemented a Park Impact Fee rate adjustment mechanism to ensure that Park Impact Fees accurately reflect the current costs of park land, design, and development. The adjustment mechanism adjusts each of these three components annually.

The land component is adjusted by the Thurston County Assessor's Office median change in residential values for residential vacant land in Thurston County for assessment year 2013.

This represents the change from 1/1/12 - 1/1/13. For assessment year 2013, this was a 1.03% increase.

The design component represents staff time for design, permitting, contracting, and construction oversight. This is based on the City of Olympia Cost of Living Adjustment (COLA). There was a 2% COLA in 2013.

The construction component utilizes the Seattle Construction Cost Index (CCI) published by the Engineering News Record. The Seattle CCI during the period 1/1/12-1/1/13 was a 4% increase.

Agenda Date: 12/17/2013
Agenda Number: 4.L
File Number: 13-0980

Following is the adjustment formula that is applied separately for each of Olympia's three park types; community parks, neighborhood parks and open space:

$FTCA = (DS*(1+COLA)) + (DV*(1+CCI)) + (LD*(1+PV))$, where:

FTCA = Facility Type Cost per Acre

DS - Current Year Design Cost

DV = Current Year Development Cost

LD = Current Year Land Cost

COLA = Cost of Living Adjustment Percent

CCI = Construction Cost Index (Seattle) Percent

PV = Property Value Change Percent

Neighborhood/Community Interests (if known):

Council considered the proposed rate increase as part of the discussion of the Capital Facilities Plan on October 8th and November 12th.

Options:

1. Move to approve on second reading an ordinance amending Olympia Municipal Code Sections 15.16.010 Park Impact Fee rate that results in an increase in the Park Impact Fee rate of approximately 2.85%.

Implications

- a. Park Impact Fee rate would increase 2.85%. This would result in an increase of \$140 per single family residence, from \$4,950 to \$5,090.
- b. Park Impact Fee rate would more closely reflect actual costs of park acquisition and development.

2. Do not approve on second reading an ordinance amending Olympia Municipal Code Sections 15.16.010 Park Impact Fees that result in an increase in the Park Impact Fee rate of approximately 2.85%.

Implications

- a. The Park Impact Fee rate on new residential development would remain unchanged.
- b. Park Impact Fees collected on new residential development would be less than the actual cost of park land acquisition, design and development needed to serve the occupants of the new residential development.

Financial Impact:

The proposed change would result in a Park Impact Fee rate approximately 2.85% higher in 2014 than in 2013.

Agenda Date: 12/17/2013
Agenda Number: 4.L
File Number: 13-0980

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, ADJUSTING PARK IMPACT FEES AND AMENDING SECTIONS 15.04.020, 15.04.030, AND 15.16.010 OF THE OLYMPIA MUNICIPAL CODE.

WHEREAS, RCW 82.02.050 - .090 authorizes the City of Olympia to adopt an ordinance imposing impact fees; and

WHEREAS, in Ordinance Nos. 5490 and 6164, the City of Olympia did adopt such impact fees, to include "Park Impact Fees"; and

WHEREAS, in 2008, the City Council approved an annual adjustment mechanism for Park Impact Fees based on land, design, and development costs; and

WHEREAS, the City Council has called for an annual review of impact fees, concurrent with the annual review of the Capital Facilities Plan (CFP) element of the City's Comprehensive Plan, to consider adjustments to the fees; and

WHEREAS, following said review of the 2014-2019 CFP, the Olympia City Council desires to amend Park Impact Fees to account for costs of labor, construction materials, and real property; and

WHEREAS, this Ordinance is adopted pursuant to Article 11, Section 11, of the Washington Constitution; and

WHEREAS, this Ordinance is supported by the staff report, attachments, and documents on file with the Olympia Parks, Arts and Recreation Department;

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

Section 1. Amendment of OMC 15.16.010. Olympia Municipal Code Section 15.16.010 is hereby amended to read as follows:

15.16.010 Schedule A, park impact fee

For complete building permit applications, the following schedule shall apply to residential development:
Housing Type:

TYPE OF DWELLING UNIT	Neighborhood Park	Community Park	Open Space	TOTALS
Single Family including Manufactured Homes on individual lots	\$790 <u>\$812</u>	\$3,000 <u>\$3,085</u>	\$1,160 <u>\$1,193</u>	-\$4,950 <u>\$5,090</u>
Duplex (per unit)	\$537 <u>\$552</u>	\$2,040 <u>\$2,099</u>	-\$789 <u>\$811</u>	-\$3,366 <u>\$3,462</u>

TYPE OF DWELLING UNIT	Neighborhood Park	Community Park	Open Space	TOTALS
Multi Family (including Townhouses)	\$537	\$2,040	-\$789	-\$3,366
	<u>\$552</u>	<u>\$2,099</u>	<u>\$811</u>	<u>\$3,462</u>
Mobile Home in Mobile Home Parks	\$537	\$2,040	-\$789	-\$3,366
	<u>\$552</u>	<u>\$2,099</u>	<u>\$811</u>	<u>\$3,462</u>
Accessory Dwelling Units (separate structure)	\$316	\$1,200	-\$464	-\$1,980
	<u>\$325</u>	<u>\$1,234</u>	<u>\$477</u>	<u>\$2,036</u>
Single Room Occupancy Units	\$316	\$1,200	-\$464	-\$1,980
	<u>\$325</u>	<u>\$1,234</u>	<u>\$477</u>	<u>\$2,036</u>
Downtown Multi Family (including Townhouses)	\$411	\$1,560	-\$603	-\$2,574
	<u>\$422</u>	<u>\$1,605</u>	<u>\$620</u>	<u>\$2,647</u>

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

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

Section 4. Effective Date. This Ordinance shall be in force and effect on January 1, 2014, after its passage by the Olympia City Council and publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

City of Olympia

City Council

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

Approval of Ordinance Amending School Impact Fees

Agenda Date: 12/17/2013

Agenda Number: 4.M

File Number: 13-1005

File Type: ordinance

Version: 2

Status: Second Reading

..Title

Approval of Ordinance Amending School Impact Fees

..Recommended Action

Committee Recommendation:

The Finance Committee did not review School Impact Fees.

City Manager Recommendation:

Move to adopt the ordinance amending School Impact Fees on second reading.

..Report

Issue:

Should the Council amend the School Impact fees for 2014?

Staff Contact:

Jane Kirkemo, Administrative Services Director, 360.753.8499

Presenter(s):

None. Consent Calendar item.

Background and Analysis:

The background and analysis information has not changed from the first reading. The proposed update to the school impact fees is based on the adoption by the School Board of the Olympia School District's 2014 - 2019 Capital Facilities Plan (CFP). Representatives from the School District met with the Planning Commission and City Council to review their CFP and proposed impact fees changes. The rates for impact fees are calculated based, in part, on the projects set forth in the District's CFP that are needed to address the impacts of projected growth. School impact fees are only charged to residential projects inside the city limits of Olympia.

The City collects the impact fees for the school district and remits the fees to them on a monthly basis. Based on the school districts CFP, the fees are as follows:

	2012	2013	2014
Single Family	\$ 2969	\$ 5179	\$5895
Multi-Family	\$ 235	- 0 -	\$1749
Downtown Multi-Family	- 0 -	- 0 -	- 0 -

Neighborhood/Community Interests (if known):

Agenda Date: 12/17/2013

Agenda Number: 4.M

File Number: 13-1005

The Olympia School District held a public meeting to discuss their CFP and corresponding impact fees.

Options:

The City can only adopt the changes or not charge school impact fees. The City has no basis for changing the calculations for school impact fees.

Option 1: Approve School Impact Fees Ordinance on second reading.

Option 2: Do not move forward with revised impact fees.

Financial Impact:

Depends on the number of new single family or multi-family residential permits issued.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING SCHOOL IMPACT FEES, AND AMENDING SECTION 15.16.030 OF THE OLYMPIA MUNICIPAL CODE.

WHEREAS, RCW 82.02.050 - .090 authorizes the City of Olympia to adopt an ordinance imposing impact fees; and

WHEREAS, in Ordinance Nos. 5490 and 6164, the City of Olympia did adopt such impact fees, to include "School Impact Fees"; and

WHEREAS, the Olympia School District has updated its capital facility plan and revised its proposed impact fees as reflected in the School District's adopted 2014-2019 Capital Facility Plan; and

WHEREAS, the City Council has called for an annual review of impact fees, concurrent with the annual review of the Capital Facilities Plan (CFP) element of the City's Comprehensive Plan, to consider adjustments to the fees; and

WHEREAS, following said review of the 2014-2019 CFP, the Olympia City Council desires to revise School Impact Fees as adopted in the Olympia School District's 2014-2019 Capital Facility Plan; and

WHEREAS, this Ordinance is adopted pursuant to Article 11, Section 11, of the Washington State Constitution; and

WHEREAS, this Ordinance is supported by the staff report, attachments, and documents on file with the Department of Administrative Services;

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

Section 1. Amendment of OMC 15.16.030. Section 15.16.030 of the Olympia Municipal Code is hereby amended to read as follows:

15.16.030 - Schedule C, School Impact Fees

For complete building permit applications submitted after the effective date of this title, the following schedule shall apply:

(Applies to residential development only)

Housing Type:	
Single Family - detached (including manufactured homes on individual lots)	\$5,179 <u>\$5,895</u>
Multifamily per unit (including townhouses)	\$0 <u>\$1,749</u>
Downtown Multi Family per units (including townhouses)	\$0

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

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

Section 4. Effective Date. This Ordinance shall be in force and effect on January 1, 2014 after its passage by the Olympia City Council and publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

City of Olympia

City Council

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

Approval of Ordinance Amending Utility Tax Rate on Drinking Water

Agenda Date: 12/17/2013

Agenda Number: 4.N

File Number: 13-1015

File Type: ordinance

Version: 1

Status: Second Reading

..Title

Approval of Ordinance Amending Utility Tax Rate on Drinking Water

..Recommended Action

Finance Committee Recommendation:

Move to amend ordinance lowering the drinking water utility tax rate.

City Manager Recommendation:

Move to adopt ordinance amending the Utility Tax Rate on Drinking Water.

..Report

Issue:

Should the Council lower the utility tax rate on drinking water?

Staff Contact:

Jane Kirkemo, Administrative Services Director, 360.753.8499

Presenter(s):

None. Consent Calendar item.

Background and Analysis:

The background and analysis information has not changed from the first reading. A consortium of cities, counties, fire entities and water utilities teamed up during the 2013 legislature to gain passage of SHB 1512, a bill clarifying both public and private water providers may allocate the costs of transmission systems, hydrants and other "fire suppression water facilities" to their customers. The bill was intended to end uncertainty caused by Washington Supreme Court decision in *Lane v. Seattle* in 2008. *Lane* decided because firefighting is a "general government" responsibility charging water utility customers for the cost of fire hydrants is a hidden unauthorized "tax". *Lane* did not address the cost of water or the cost of pipes, pumps and other facilities necessary to produce fire flow. The case also did not address the fact that statutes and state regulations *require* water utilities to provide those facilities as a condition of operating a public water system. The legislation now allows cities to "allocate and recover the costs of fire suppression water facilities from their customers". Previously, the city increased the utility tax to 12% on the drinking water utility to help pay for the cost of fire flow. This ordinance lowers the rate to 10%. Now all of our utilities have the same 10% utility tax.

Neighborhood/Community Interests (if known):

Agenda Date: 12/17/2013

Agenda Number: 4.N

File Number: 13-1015

N/A

Options:

- 1.) Lower the utility tax on drinking water to 10%
- 2.) Leave the rate the same and generate additional revenue for the general fund

Financial Impact:

A 2% reduction is approximately \$175,000.

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON RELATING TO THE UTILITY SERVICES TAX, AND AMENDING OLYMPIA MUNICIPAL CODE SECTION 5.84.050 .

WHEREAS, the City wishes to repeal a portion of its water utility tax rate and to authorize a new water utility tax rate;

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

Section 1. Amendment of OMC 5.84.050. Olympia Municipal Code Section 5.84.050 is hereby amended to read as follows:

5.84.050 Occupations subject to tax – Amount

From and after the effective date of the ordinance codified in this section, there is levied upon, and shall be collected from, the persons on account of the business activities, license fees in the amounts to be determined by the application of the rates against gross income, as follows:

A. Upon every person engaged in or carrying on a telephone business, or a combined telephone and telegraph business, including revenues from intrastate toll, derived from the operation of such business within the city, a fee or tax equal to nine (9) percent of the total gross income from such business in the city during his/her tax year for which the license is required; provided, however, that the minimum fee or tax shall not be less than one hundred (100) dollars per tax year.

B. Upon every person engaged in or carrying on a telegraph business, a fee or tax equal to nine (9) percent of the total gross income from such business in the city during the tax year for which the license is required; provided, however, that the minimum fee or tax shall not be less than one hundred (100) dollars per tax year.

C. Upon every person engaged in or carrying on the business of selling or furnishing gas for hire, a fee or tax equal to nine (9) percent of the gross income from such business in the city during his/her tax year for which the license is required; provided, however, that the minimum fee or tax shall not be less than one hundred (100) dollars per tax year.

D. Upon every person engaged in or carrying on the business of selling or furnishing electric light and power, a fee or tax equal to nine (9) percent of the total gross income from such business in the city during his/her tax year for the license is required; provided, however, that the minimum fee or tax shall not be less than one hundred (100) dollars per tax year.

E. Upon every person conducting or engaged in the business of supplying steam heat or power to the public for hire, a fee or tax equal to one (1) percent of the total gross income from such business in the city during his/her tax year for which the license is required; provided, however, that the minimum fee or tax shall not be less than one hundred (100) dollars per tax year.

F. Upon every person conducting or engaged in the business of transporting passengers for hire on a regular route, a fee or tax equal to one (1) percent of the total gross income from such business in the city during the tax year for which the license is required; provided, however, that the minimum fee or tax shall not be less than one hundred (100) dollars per tax year.

G. Upon every person conducting or engaged in the business of selling or furnishing water, collecting or processing sewage, collecting or disposing of solid waste, handling or disposing of storm water runoff, a fee or tax equal to six (6) percent of the total gross income from such business in the city during the tax year for which the license is required; provided, that the tax on City of Olympia owned utilities engaged in the business of collecting or processing sewage, collecting or disposing of solid waste, handling or disposing of stormwater runoff, or furnishing water shall be as set forth below, based on the total gross income from such enterprise in the city during the tax year; provided further, however, that the minimum fee or tax shall not be less than one hundred (100) dollars per tax year.

Enterprise	Current Rate	Effective January 15, 2010	Effective December 1, 2010
1. Sewer	7%		10%
2. Solid Waste	7%	10%	
3. Stormwater	7%	10%	
4. Water	7%	12%	

<u>Enterprise</u>	<u>Rate</u>
<u>1. Sewer</u>	<u>10%</u>
<u>2. Solid Waste</u>	<u>10%</u>
<u>3. Stormwater</u>	<u>10%</u>
<u>4. Water</u>	<u>10%</u>

This section shall not apply to:

1. Gross revenue of wholesale utility providers, that is, those which obtain utility services from the city for customers located in the service area of the provider and which own the distribution system and provide maintenance, collection, meter reading, and/or other services associated with the wholesale provision of utility services;
2. Businesses operated primarily for the purpose of recycling of solid waste.

Section 2. 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 3. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 4. Effective Date. This ordinance shall take effect January 1, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Nienaber

DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

City of Olympia

City Council

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

Approval of Ordinance Appropriating 2014 Special Funds

Agenda Date: 12/17/2013

Agenda Number: 4.O

File Number: 13-1017

File Type: ordinance

Version: 2

Status: Second Reading

..Title

Approval of Ordinance Appropriating 2014 Special Funds

..Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the attached ordinance appropriating 2014 Special Funds on second reading.

..Report

Issue:

Appropriations to various Special Funds.

Staff Contact:

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

Presenter(s):

Dean Walz

Background and Analysis:

The background and analysis information has not changed from the first reading. The City has several special accounts and funds which are not part of the Operating or Capital Budgets. These Funds have been established for administrative purposes and/or to segregate funds for special purposes.

Neighborhood/Community Interests (if known):

None.

Options:

- 1) Pass the ordinance on second reading as presented. The ordinance provides authority to expend funds for various purposes.
- 2) Modify the ordinance and pass on second reading.

Financial Impact:

Appropriations of \$7,297,800 to various Special Funds.

Agenda Date: 12/17/2013

Agenda Number: 4.O

File Number: 13-1017

Funding: \$4,652,300 revenue from external sources
\$2,128,126 revenue from internal sources
\$ 517,374 net use of fund balances

Ordinance No.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, APPROPRIATING FUNDS WITHIN VARIOUS SPECIAL FUNDS.

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

Section 1. The following appropriations are hereby made:

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
CDBG Loan Repayment Fund	\$10,000	\$70,000	\$80,000	
Housing Urban Development Fund		357,512	357,512	
Lodging Tax Fund		480,000	471,677	\$8,323
Parks & Recreational Sidewalk Utility Tax Fund		719,788	719,788	
Parking Business Improvement Area Fund		110,000	110,000	
Farmers Market Repair & Replacement Fund	10,000		10,000	
Hands On Children's Museum	39,833	377,680	417,513	
Equipment Rental Replacement Reserve Fund	13,864	1,388,100	1,401,964	
Unemployment Compensation Fund		183,000	183,000	
Insurance Trust Fund	49,000	1,636,000	1,685,000	
Workers Compensation Fund	403,000	1,447,000	1,850,000	
Washington Center Endowment Fund		11,346	11,346	
TOTALS	\$525,697	\$6,780,426	\$7,297,800	\$8,323

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

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

Section 4. Effective Date. This ordinance shall take effect January 1, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



ASSISTANT CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

City of Olympia

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

City Council

Approval of Ordinance Adopting the 2014 Utility Rates and General Facilities Charges

Agenda Date: 12/17/2013

Agenda Number: 4.P

File Number: 13-1021

File Type: ordinance

Version: 2

Status: Second Reading

..Title

Approval of Ordinance Adopting the 2014 Utility Rates and General Facilities Charges

..Recommended Action

Committee Recommendation:

The City Council Finance Committee reviewed and discussed the City's Utility Advisory Committee's (UAC's) 2014 Utility Rate and General Facility Charge (GFC) proposal and recommended forwarding them to City Council for final adoption. The Utility Advisory Committee (UAC) recommendations are attached.

City Manager Recommendation:

Move to approve on second reading the attached ordinance for 2014 utility rates and charges.

..Report

Issue:

Whether to approve an ordinance for 2014 Utility Rates and GFC charges for Water, Wastewater, Storm and Surface Water, and Waste ReSources Utilities. Potential increases to LOTT Clean Water Alliance rates and development charges have been part the budget discussions and are included in this ordinance.

Staff Contact:

Dan Daniels, Director, Public Works Waste ReSources, 360.753.8780

Andy Haub, P.E., Interim Director, Public Works Water Resources, 360.753.8475

Presenter(s):

Consent Item - No Presenters

Background and Analysis:

The background and analysis information has not changed from the first reading. The proposed 2014 Utility Rates and General Facility Charges (GFCs) are consistent with the master plans of the respective City utilities and the Comprehensive Plan. Rate increases are proposed for the four utilities, while GFCs are proposed for the Water, Wastewater, and Storm and Surface Water Utilities. The Waste ReSources Utility does not collect a GFC. GFCs reflect the substantial historical and planned investments in the utility infrastructure system and the associated policy to recover growth related costs from future customers that connect to the system.

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The LOTT Clean Water Alliance Board of Directors has approved increases for both monthly rates and their Capital Development charge (CDC). The CDC implements a LOTT Alliance cost recovery policy similar to the City's GFC policy. The UAC has reviewed and support these increases. The City collects LOTT charges through its utility billing and development permitting processes. The collected revenues are forwarded to LOTT.

Summary of Proposed 2014 Utility Rates, General Facility Charges (GFCs), and Capital Development Charges (CDC) for the City of Olympia and LOTT Alliance

Water

Seven Percent Rate Increase Proposed

With the proposed City utility rate for drinking water, each customer class (residential, non-residential and irrigation) will see a typical billing increase of 7 percent in 2014. Actual increases for individual accounts will vary depending on water usage.

Key utility rate drivers for 2014 include significant capital investments implemented as part of the Water System Plan as well as inflationary increases (e.g., salaries and benefits), new debt service (e.g., McAllister Wellfield development, service meter replacements), and inter-City transfers for fire suppression costs consistent with recent State Legislation. The 2014 rate increase continues to implement the Water Utility's policy of adopting modest rate increases over several years rather than a large increase in any one year. As feasible, costly capital projects have been delayed and/or debt financed in order to both minimize costs and distribute costs over multiple years. However, projects and programs necessary to protect public health are implemented in a timely manner.

The water General Facility Charge (GFC) will increase from \$3,209 to \$3,456 (7.7%). The increase is based on the Engineering News Record's Seattle Construction Cost Index (CCI).

Wastewater - City Utility

Four Percent Rate Increase Proposed

City utility charges for conveying wastewater to the LOTT Clean Water Alliance treatment facility are proposed for a 4 percent increase in 2014. The increase is substantially less than the projected 2014 revenue deficiency of approximately 9 percent. Fund balances above required reserves of \$240,000 will be expended in 2014 in order to hold the 2014 rate increase to 4 percent. Needed revenue increases will potentially be distributed over the next several years. As proposed, residential flat-rate charges for City wastewater services will increase from \$37.09 to \$38.56 per two month billing cycle.

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Wastewater GFCs will increase 4.5 percent based on Utility-specific financial calculations provided by the 2013 Wastewater Management Plan. Charge will be \$3,342 per single-family residence.

Wastewater - LOTT Alliance Wastewater Treatment

Three Percent Rate Increase Proposed

The LOTT Clean Water Alliance Board of Directors approved increasing the 2014 bi-monthly charge for wastewater treatment by 3 percent or \$2.04 per two month billing cycle. The 2014 charge will be \$70.02 bi-monthly for each equivalent residential unit. Increased revenue will cover inflationary increases for construction materials, power, and chemicals.

The LOTT Board also authorized increasing LOTT's capacity development charge (CDC) to \$4,583.30 for 2014. Similar to the City's GFC, the LOTT CDC collects a one-time fee from new utility connections. The CDC reflects the value of connecting to the LOTT's existing and extensive wastewater treatment system. These changes to LOTT's rates and charges are collected by the City and are therefore included in the attached ordinance.

Storm and Surface Water

Two Percent Rate Increase Proposed

The UAC and staff recommend a 2 percent rate increase for the Storm and Surface Water Utility. The increase results in a \$0.44 rate increase per two month billing cycle. The increase will apply evenly across residential and non-residential rate classes. The modest increase offsets various inflationary cost increases for existing services.

Storm and Surface Water GFCs will increase by 7.7 percent consistent with the Seattle Construction Cost Index. As proposed, the new GFC will be \$1,076 per new single-family residence. Other types of development (e.g. commercial) will see proportionately increased GFCs.

Waste ReSources

Variable Rate Increase Proposed

Waste ReSources incorporates a variety of rates for different services and customers. Residential garbage rates are proposed to increase by 8 percent; yard waste/organics are proposed to increase by 6 percent; and commercial garbage rates are proposed to increase by approximately 5 percent. Drop-box charges are also increasing slightly.

Similar to the Wastewater Utility, the Waste ReSources Utility will use fund balances in excess of needed reserves to offset a more substantial increase in 2014. Cost increases incurred by the Utility include higher tipping fees, salaries and benefits,

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equipment, and State and City taxes.

Waste ReSources does not collect GFCs, as the utility does not support an extensive infrastructure system.

Neighborhood/Community Interests (if known):

The overall impact of the proposed utility rate increases to a typical residential customer in 2014 will be 4.8 percent or a \$9.82 increase in their bi-monthly bills.

City Council held a Public Hearing on the 2014 budget including proposed utility rates on November 12, 2013. No comments were received.

Options:

Option 1: Move to approve on second reading the attached ordinance approving utility rate and development charges increase for 2014.

Implications:

1. Supports essential City Utility services.
2. Increases rates for customers and charges for new development.

Option 2: Modify or decline the proposed 2014 increases.

Implications:

1. Avoids, or lessens, additional customer costs.
2. Potentially reduces staffing, operations, or infrastructure projects.
3. Could prompt larger rate increases in the future.

Financial Impact:

The rate and GFC increases will generate revenue to support implementation of the Council-adopted utility master plans and maintain financial reserves consistent with City policies.

Ordinance No.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO UTILITY FEES AND CHARGES, AMENDING SUBSECTIONS 4.24.010A, 4.24.010B, 4.24.010C AND 4.24.010D OF THE OLYMPIA MUNICIPAL CODE; AND ADDING A NEW SUBSECTION 4.24.010E TO THE OLYMPIA MUNICIPAL CODE.

WHEREAS, the City’s utilities are managed with a goal of resource sustainability in order to maintain, rebuild, and expand utility systems, and prepare for revenue variability; and

WHEREAS, the City Council intends to meet the goals and polices for utility fiscal management set forth in the Comprehensive Plan and utility master plans; and

WHEREAS, the City Council intends to promote rate equity through cost recovery by customer class, and to smooth out rate spikes over a period of up to six years, the time period for which the CFP is developed; and

WHEREAS, the City’s Storm and Surface Water, Waste Resources, and Wastewater Utilities are managed to maintain minimum operating expense reserves of ten (10) percent, and the Drinking Water Utility is managed to maintain minimum operating expense reserves of twenty five (25) percent; and

WHEREAS, in order to incorporate the foregoing principles into City Water Utility, City Storm and Surface Water Utility, City Wastewater collection and LOTT Clean Water Alliance (LOTT) wastewater treatment rates, the City Council received recommendations from the Utility Advisory Committee, held hearings, and reviewed the utility rates set forth in this ordinance; and

WHEREAS, pursuant to the Interlocal Cooperation Act Agreement for Sewer Treatment, the LOTT Board of Directors is empowered to “impose, alter, regulate, and control rates, charges, and assessments;” and the LOTT Board of Directors held a public hearing and approved certain rate increases, which the City Council must annually adopt;

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

Section 1. Amendment of OMC 4.24.010A. Subsection 4.24.010A of the Olympia Municipal Code is hereby amended to read as follows:

04.24.010 - Computation and assessment of charges

The rates set forth below do not reflect any possible surcharges or discounts provided to a parcel of property or customer under any provision of city ordinances or taxes assessed directly upon customers for which the city acts as collection agent.

A. WATER

- | | | | |
|----|----------------------------------------------------------------------|---------|---------------|
| 1. | Occupant turning on water after
<u>delinquent shutoff penalty</u> | \$10.00 | OMC 13.04.360 |
| 2. | Delinquency notification penalty | \$10.00 | OMC 13.04.430 |

- | | | | |
|----|------------------------------------------------------------------------------------|---------------------------------------------------------|---------------|
| 3. | Service disconnected/water reconnect for nonpayment penalty | \$25.00 | OMC 13.04.430 |
| 4. | Water for commercial construction purposes | \$50.00 per month plus consumption charge | OMC 13.04.410 |
| 5. | Water for residential building construction purposes | Flat fee of \$50.00 paid along with building permit fee | OMC 13.04.410 |
| 6. | Non-emergency after-hours water service turn on/shut off | \$110.00 | OMC 13.04.340 |
| 7. | Water General Facility Charges, assessed and payable as provided in OMC 13.04.375: | | OMC 13.04.375 |

<u>Meter Size</u>	<u>AWWA Capacity Factor</u>	<u>GFC</u>
3/4"	1.00	\$ 3,209 3,456
<u>1" Residential Fire Sprinkler</u>	<u>1.00</u>	<u>3,456</u>
1"	1.67	5,360 5,773
1 1/2"	3.33	10,688 11,511
2"	5.33	17,108 18,425
3"	10.67	34,248 36,885
4"	16.33	52,414 56,450
6"	33.33	106,980 115,217
8"	53.33	171,174 184,354
10"	76.67	246,089 265,038
12"	100.00	320,972 345,687

This charge shall be assessed in addition to any other charges or assessments levied under this chapter.

8. Water Meter Rates—Inside City Limits:

a. **Schedule I: Monthly Charges.**

The following is the monthly charge based upon meter size for all consumers. Monthly charges for meter sizes not listed in the schedule shall correspond to the next larger meter size listed.

<u>Meter Size</u>	<u>Ready to Serve Charge</u>	<u>OMC 13.04.380</u>
3/4-inch	\$9.20 10.34+ consumption charge	
<u>1-inch Residential Fire Sprinkler</u>	<u>10.34 + consumption charge</u>	
1-inch	12.24 13.76+ consumption charge	
1 1/2-inch	19.85 22.32+ consumption charge	
2-inch	28.97 32.58+ consumption charge	
3-inch	53.31 59.96+ consumption charge	

4-inch	80.70 <u>90.76</u> + consumption charge
6-inch	156.76 <u>176.30</u> + consumption charge
8-inch	248.04 <u>278.96</u> + consumption charge
10-inch	354.53 <u>398.72</u> + consumption charge
12-inch	461.02 <u>518.49</u> + consumption charge

(1) Residential and nonresidential premises that are vacant shall be subject to payment of the full Water ready-to-serve charge. This fee will be charged even if the water is turned off.

Consumption charge per 100 cubic feet:

	<u>Block 1</u>	<u>Block 2</u>	<u>Block 3</u>	<u>Block 4</u>
Residential (Single Family and Duplex Residential)	\$1.51 <u>1.53</u>	\$2.29 <u>2.52</u>	\$4.01	\$5.27
Nonresidential (Multi-family and Commercial)	\$1.87 <u>2.10</u>	\$3.14	--	--
Irrigation	\$1.87 <u>2.10</u>	\$5.82 <u>6.19</u>	--	--

Blocks Definition:	<u>Block 1</u>	<u>Block 2</u>	<u>Block 3</u>	<u>Block 4</u>
Single Family and Duplex (1) Residential	0-400cf/unit	401-900cf/unit	901-1,400cf/unit	1,401+ cf unit
Nonresidential (2)	Nov-June Usage	July-Oct Usage	--	
Irrigation	Nov-June Usage	July-Oct Usage		

(1) Single family accounts with or without accessory dwelling units shall be charged as one single family account.

(2) If nonresidential block usage cannot administratively be prorated between blocks, usage shall then be billed at the block rate in which the meter reading period ends.

b. **Wholesale consumers:**
See OMC 13.04.380B.

c. **State buildings with sprinkler systems or fire service connections:**
See OMC 13.04.380C.

d. **Hydrants and fire protection:**

The rates for fire hydrants, including test water and water used to extinguish fires, shall be deemed service charges and for any one (1) year, or fractional part thereof, as follows:

Fire hydrants \$135.22 per year

Automatic sprinkler systems or special fire service connections with the city water distribution system will be charged the monthly ready-to-serve charge based on pipe size in Section 1.6.a. Residential fire service connections that require a 1" pipe size will be charged the same as a ¾" pipe size as shown in Subsection 8a.

9. ~~Reclaimed Water Rates: 70% of the then applicable irrigation rate under OMC 4.24.010A.7.~~

Section 2. Amendment of OMC 4.24.010B. Subsection 4.24.010B of the Olympia Municipal Code is hereby amended to read as follows:

B. WASTE WATER (SEWER)

LOTT joint facilities \$33.99 35.01 OMC 13.08.190

Nonresidential accounts shall be billed one (1) ERU minimum per month. ERU charges in excess of one (1) ERU shall be billed at the rate of ~~\$3.78~~ 3.89 per 100 cf. for LOTT joint facilities.

Local collection system per ERU \$18.54 19.28 per ERU OMC 13.08.190

Nonresidential accounts shall be billed one (1) ERU minimum per month. ERU charges in excess of one (1) ERU shall be billed at the rate of ~~\$2.65~~ 2.75 per 100 cf. for local collection system.

Waste Water (Sewer) general facility charge, assessed and payable as provided in OMC 13.08.205: \$~~3,198.51~~ 3,342.44 per ERU OMC 13.08.205

Waste Water (Sewer) general facility charge for properties on combined stormwater and sewer systems, assessed and payable as provided in OMC 13.08.205: \$~~1,377.54~~ 1,439.53 per ERU

201~~34~~ LOTT capacity development charge \$~~4,718.88~~ 4,924.54 per ERU OMC 13.08.210

Reconnection charge	\$26.78	OMC 13.08.230
Tapping fee	\$107.10	

Section 3. Amendment of OMC 4.24.010C. Subsection 4.24.010C of the Olympia Municipal Code is hereby amended to read as follows:

C. WASTE RESOURCES

1. Residential garbage rates, monthly, every-other-week collection:

		OMC 13.12.120
One twenty-gallon cart (minimum residential garbage service)	\$ 8.13 <u>8.78</u>	
One thirty-five gallon cart		
Recycle rate	14.05 <u>15.17</u>	
Nonrecycle rate	17.61 <u>19.02</u>	
One sixty-five gallon cart		
Recycle rate	19.18 <u>20.71</u>	
Nonrecycle rate	24.04 <u>25.96</u>	
Two sixty-five gallon carts		
Recycle rate	36.69 <u>39.63</u>	
Nonrecycle rate	45.94 <u>49.62</u>	
Three sixty-five gallon carts	68.96 <u>74.48</u>	
One ninety-six gallon cart		
Recycle rate	33.23 <u>35.89</u>	
Nonrecycle rate	41.63 <u>44.96</u>	
More than three sixty-five gallon carts	68.96 <u>74.48</u> + 24.04 <u>25.96</u> for each sixty-five gallon cart over three carts	

2. Residential garbage rates, monthly, weekly collection:

One thirty-five gallon cart	
Recycle rate	\$ 30.95 <u>33.43</u>
Nonrecycle rate	38.73 <u>41.83</u>
One sixty-five gallon cart	
Recycle rate	61.91 <u>66.86</u>
Nonrecycle rate	77.45 <u>83.65</u>
One ninety-five gallon cart	100.63 <u>108.68</u>

3. Extended pickup:

<u>Rate</u>	<u>Distance</u>
\$1/month	Over 5 feet to 25 feet
\$2/month	Over 25 feet to 100 feet
\$1/month	Every 50 feet over 100 feet

- a. Persons requesting extended distance service must be at least sixty-five years of age or handicapped where said person cannot wheel a full or partially full garbage cart to the collection point.
- b. No person living with the qualified applicant can wheel a full or partially full garbage cart to the collection point.
- c. Extended pickup service to be at no charge when the combined annual income of the household of the qualified applicant is equal to or less than fifty percent of the median household income in Thurston County.
- d. Persons requesting service must apply with the utilities office by filling out an affidavit for extended service. Upon approval of affidavit, service will be granted.
- e. Qualified applicant will reapply on a yearly basis on or before December 31st of each year.
- f. In the case of a multifamily residence or complex, only the qualified tenant's cart will be clearly marked with the tenant's name and unit number.

4. Residential and commercial organics rate, monthly, every other week collection:

Organics:	
Per city-owned 95-gallon cart or each 1/2 yard of material collected	\$ <u>7.728.18</u>

5. Commercial garbage rates, monthly, weekly collection:

One ten gallon can (minimum commercial garbage service)	\$ <u>5.956.25</u>
One thirty-two gallon can or cart	<u>17.5718.45</u>
Two thirty-two gallon cans or equivalent cart service	<u>26.8128.15</u>
Three thirty-two gallon cans or equivalent cart service	<u>50.4252.94</u>
Four thirty-two gallon cans or equivalent cart service	<u>66.4369.75</u>

More than four thirty-two gallon
cans or equivalent cart service

66.4369.75+17.5718.45
for each additional
thirty-two gallons of
service

6. 95 gallon garbage and refuse cart service, monthly:

One pickup weekly	\$ <u>50.4252.94</u>
Two pickups weekly	<u>96.62101.45</u>
Three pickups weekly	<u>140.90147.95</u>
Four pickups weekly	<u>186.01195.31</u>
Five pickups weekly	<u>230.54242.07</u>

7. One yard garbage and refuse dumpster service, monthly:

One pickup weekly	\$ <u>99.12104.08</u>
Two pickups weekly	<u>194.90204.65</u>
Three pickups weekly	<u>287.42301.79</u>
Four pickups weekly	<u>379.73398.72</u>
Five pickups weekly	<u>471.93495.53</u>
Six pickups weekly	<u>564.22592.43</u>

8. One and one-half yard garbage and refuse dumpster service, monthly:

One pickup weekly	\$ <u>131.06137.61</u>
Two pickups weekly	<u>249.77262.26</u>
Three pickups weekly	<u>367.52385.90</u>
Four pickups weekly	<u>485.01509.26</u>
Five pickups weekly	<u>602.47632.59</u>
Six pickups weekly	<u>720.32756.34</u>

9. Two yard garbage and refuse dumpster service, monthly:

One pickup weekly	\$ <u>162.81170.95</u>
Two pickups weekly	<u>310.66326.19</u>
Three pickups weekly	<u>458.58481.51</u>
Four pickups weekly	<u>606.48636.80</u>
Five pickups weekly	<u>754.41792.13</u>
Six pickups weekly	<u>899.92944.92</u>

10. Three yard garbage and refuse dumpster service, monthly:

One pickup weekly	\$ <u>230.34241.86</u>
Two pickups weekly	<u>450.82473.36</u>
Three pickups weekly	<u>669.38702.85</u>
Four pickups weekly	<u>894.44939.16</u>
Five pickups weekly	<u>1,106.841,162.18</u>
Six pickups weekly	<u>1,315.711,381.50</u>

11. Four yard garbage and refuse dumpster service, monthly:

One pickup weekly	<u>\$289.64304.12</u>
Two pickups weekly	<u>573.11601.77</u>
Three pickups weekly	<u>850.94893.49</u>
Four pickups weekly	<u>1,122.931,179.08</u>
Five pickups weekly	<u>1,389.141,458.60</u>
Six pickups weekly	<u>1,650.851,733.39</u>

12. Six yard garbage and refuse dumpster service, monthly:

One pickup weekly	<u>\$ 420.56441.59</u>
Two pickups weekly	<u>821.29862.35</u>
Three pickups weekly	<u>1,219.251,280.21</u>
Four pickups weekly	<u>1,616.931,697.78</u>
Five pickups weekly	<u>2,014.762,115.50</u>
Six pickups weekly	<u>2,316.9872,432.83</u>

13. Prepaid extra tag for unscheduled collection of a bag on regular garbage collection day; \$5.39/each.

14. Extra unscheduled can, bag or box on regular garbage collection day to which a City approved prepaid tag is not attached: \$8.81/each.

15. Fees for special pickups, minor ancillary services, and yard waste drop-off site disposal services, other than unscheduled extra cans or material on regular collection day, shall be established by the City Manager, based on cost of service; to include labor, equipment, distance traveled, and volume of materials as appropriate.

16. City-owned drop boxes: customers will be charged repair fees on boxes which have been burned or damaged:

Ten cubic yards:

Delivery fee	<u>\$ 52.1760.00</u>
Daily rental	<u>2.012.07</u>
Hauling fee	<u>177.41182.73</u>
Dumping charge	Current landfill rates, surcharge and <u>12.613.6%</u> service fee on landfill rate

Twenty cubic yards:

Delivery fee	<u>\$ 52.1760.00</u>
Daily rental	<u>2.582.66</u>
Hauling fee	<u>177.41182.73</u>
Dumping charge	Current landfill rates, surcharge and <u>12.613.6%</u> service fee on landfill rate

Thirty cubic yards:

Delivery fee	<u>\$ 52.1760.00</u>
Daily rental	<u>3.583.69</u>
Hauling fee	<u>177.41182.73</u>

Dumping charge	Current landfill rates, surcharge and 12.6 <u>13.6</u> % service fee on landfill rate
Forty cubic yards:	
Delivery fee	\$ 52.1 <u>760.00</u>
Daily rental	3.5 <u>83.69</u>
Hauling fee	177.4 <u>182.73</u>
Dumping charge	Current landfill rates, surcharge and 12.6 <u>13.6</u> % service fee on landfill rate
Standby or dig out	\$ 90.00 per hour

17. Customer-owned compactors and special containers. Dumping charges are based on weight at landfill:

<u>Cubic Yard</u>	<u>Charge Per Dump/Haul</u>
10 or less	177.4 <u>182.73*</u>
15	177.4 <u>182.73*</u>
20	177.4 <u>182.73*</u>
25	177.4 <u>182.73*</u>
30	177.4 <u>182.73*</u>
35	177.4 <u>182.73*</u>
40	177.4 <u>182.73*</u>
42	177.4 <u>182.73*</u>

* plus landfill charge plus ~~12.6~~13.6% service fee on landfill charge

Standby or dig out \$90.00 per hour

No delivery fees or rental fees will be charged for city-owned drop boxes used to haul source-separated yard waste for composting or construction and demolition debris for recycling. If material is contaminated, the customer will be charged current landfill charges for disposal and ~~12.6~~13.6% service charge on landfill charge, plus delivery fee and daily rental fees.

18. City-owned temporary garbage and refuse dumpster services (customers will be charged repair fees for containers which have been burned or damaged):

One cubic yard:	
Delivery fee	\$ 44.51 <u>46.74</u>
Daily rental fee	1.75 <u>1.84</u>
Fee per dump	36.63 <u>38.46</u>
One and 1/2 cubic yard:	
Delivery fee	\$ 44.51 <u>46.74</u>
Daily rental fee	1.75 <u>1.84</u>
Fee per dump	38.80 <u>40.74</u>
Two yard:	
Delivery fee	\$ 44.51 <u>46.74</u>
Daily rental fee	1.75 <u>1.84</u>
Fee per dump	41.57 <u>43.65</u>

Three yard:	
Delivery fee	\$ 44.5146.74
Daily rental fee	<u>1.751.84</u>
Fee per dump	54.6857.41
Four yard:	
Delivery fee	\$44.5146.74
Daily rental fee	<u>1.751.84</u>
Fee per dump	75.7579.54
Six yard:	
Delivery fee	\$44.5146.74
Daily rental fee	<u>1.751.84</u>
Fee per dump	103.49108.66

19. City-owned temporary organics dumpster services (customers will be charged repair fees for dumpsters which have been burned or damaged):

One cubic yard:	
Fee per dump	\$15.7616.71
One and 1/2 cubic yard:	
Fee per dump	<u>23.6325.05</u>
Two yard:	
Fee per dump	31.5133.40
Three yard:	
Fee per dump	<u>47.2750.11</u>

If material is contaminated, customer will be charged the dump fee, delivery fee and daily rental fee for city-owned temporary garbage and refuse dumpster services as established in Section 16 of this ordinance.

20. An additional surcharge of \$70.00 per month applies to commercial and drop box customers who require Saturday collection and are subject to regular monthly fees set forth in OMC 4.24.010C Subsections 5, 6, 7, 8, 9, 10, 11, 12, 16, 17, 18 or 19.

Section 4. Amendment of OMC 4.24.010D. Subsection 4.24.010D of the Olympia Municipal Code is hereby amended to read as follows:

D. STORM AND SURFACE WATER

At the time of issuance of a building/engineering permit, per OMC 13.16.080, a storm and surface water GFC shall be assessed at the rate of:	\$ 999.52 <u>1,076.48</u> /Impervious Unit (2,528 sq. ft.) plus 1.87 <u>1.91</u> per average daily vehicle trip based on the Institute of Traffic Engineers' <i>Trip Generation Manual</i> .
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1. Storm drainage service charges:

- a. Residential Parcel. All parcels in the city shall be subject to a monthly charge for storm drainage service in accordance with the following schedule:

Single-family parcels with or without accessory dwelling units (Regardless of date approved)	\$11.21 <u>11.45</u> /utility account
Plats approved after 1990 with signed maintenance agreement	10.03 <u>10.23</u> /utility account
Duplex parcels (Regardless of date approved)	11.21 <u>11.45</u> /unit (\$22.42 <u>22.90</u> when billed as a single account)

- b. Nonresidential Parcel. A charge per utility account will be established at the time of issuance of a clearing, filling, excavating or grading permit and assessed monthly as follows:

Administrative fee	\$10.98 <u>11.20</u> plus:
For parcels developed after January 1990 (Category I)	4.13 <u>4.21</u> per billing unit or
For parcels developed between January 1980 and January 1990 (Category II)	8.63 <u>8.80</u> per billing unit or
For parcels developed before January 1980 (Category II)	10.88 <u>11.10</u> per billing unit

- c. For developed parcels without structural impervious areas, the following construction phase charge shall be assessed at the time of issuance of a clearing, filling, excavating or grading permit:

Single-family and duplex zoned	\$ 4.72 <u>4.81</u> per parcel x total number of parcels identified in preliminary plat x 24 months
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- d. Undeveloped parcels. No charge.

2. **State highway charge:**

Monthly fee for state highway rights-of-way	30% of the storm drainage service charges
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3. **Other roadway charges:**

Monthly fee for roadway rights-of-way, other than state highways within the city boundary	30% of the storm drainage service charges
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Section 5. A new Subsection 4.24.010E of the Olympia Municipal Code is hereby adopted to read as follows:

E. RECLAIMED WATER

- | | | |
|---------------------------------------------------------------------------------|--------------------------------------------------|----------------------|
| 1. <u>Occupant turning on water after delinquent shutoff penalty</u> | <u>\$10.00</u> | <u>OMC 13.24.330</u> |
| 2. <u>Delinquency notification penalty</u> | <u>\$10.00</u> | <u>OMC 13.24.340</u> |
| 3. <u>Service disconnected/reclaimed water reconnect for nonpayment penalty</u> | <u>\$25.00</u> | <u>OMC 13.24.340</u> |
| 4. <u>Reclaimed water for commercial construction purposes</u> | <u>\$50.00 per month plus consumption charge</u> | <u>OMC 13.24.200</u> |
| 5. <u>Non-emergency after-hours reclaimed water service turn on/shut off</u> | <u>\$110.00</u> | <u>OMC 13.24.250</u> |

6. Reclaimed Water Rates

a. Meter Rates – The monthly charge based upon meter size for all reclaimed water customers follows 4.24.010.A.8. Monthly charges for meter sizes not listed in the schedule shall correspond to the next larger meter size listed.

b. Consumption charges

(1) Indoor use of reclaimed water: 70% of the consumption charges in 4.24.010.A.8.

(2) Outdoor use of reclaimed water: 70% of the consumption charges in 4.24.010.A.8 for Irrigation.

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

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

Section 8. Effective Date. This ordinance shall take effect January 1, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



ASSISTANT CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



October 26, 2013

Olympia City Council
PO Box 1967
Olympia, WA 98507-1967

Dear Council Members:

SUBJECT: 2014 Utility Rate Recommendations

Thank you for this opportunity to comment on the proposed 2014 utility rates. Over the past few months, the Utility Advisory Committee (UAC) has reviewed detailed financial information about the City utilities from both a capital and operational perspective. We view this as a fundamental part of our role, and as critical information to understand prior to making rate recommendations to the City Council. As always, Public Works staff has been professional and prepared in presenting this information to us, have answered our questions (often anticipating them) and welcomed our input. We appreciate their efforts and attitude.

Once again, we are mindful of the multitude of goals at play:

- keeping rates as low as possible, especially in today's economic environment;
- ensuring growth pays for growth;
- providing the levels of service our customers want and have come to expect;
- continuing to meet ever-increasing regulatory requirements; and
- responsibly managing our existing infrastructure as well as expanding/improving it to meet future needs.

The following are the UAC's recommendations for the 2014 utility rates, which are consistent with the master plans of the respective utilities and the Comprehensive Plan. The overall impact to a typical residential customer for 2014 would be about 4.8 percent or a \$4.91 increase in their bi-monthly bills.

We will review staff recommendations regarding Utility General Facility Charges (GFCs) at our Thursday, November 7 UAC meeting, and forward our recommendations to you after that meeting.

Drinking Water

Seven Percent Increase Proposed for 2014

We concur with staff's recommendation for a revenue requirement increase of 7 percent. Each customer class (residential, non-residential and irrigation) will see an overall increase of 7 percent, although actual increases on customer bills will vary depending on water usage.

Key drivers for 2014 rates include debt service on the McAllister Wellfield and Service Meter Replacement Project, the transfer of the costs of providing extra capacity for fire suppression from the General Fund to the Drinking Water Utility (as allowed in recent State legislation), and inflationary increases in salaries and benefits. Where possible, capital projects have been delayed to reduce rate impacts.

Given the large capital projects currently underway, the UAC remains supportive of continuing the rate “smoothing” approach that calls for modest rate increases over several years, rather than large spikes in rates. We also concur with staff’s recommendation to continue with the third and final year of our phased-in increase in the fixed portion of the utility rate to help stabilize utility revenue.

The UAC also supports expanding reclaimed water charges to include engineering fees and rates for indoor use. Since 2005, a rate for reclaimed water has existed only for irrigation (outdoor use); however, certain indoor uses of reclaimed water are now allowed. The proposed engineering fees are the same as for the Drinking Water Utility. The reclaimed water rates would be 70% of those for drinking water.

The City’s Water System Plan will be updated starting next year for the years 2015-2020, therefore the rates for future years are subject to change based upon plan direction.

Wastewater

Four Percent Increase Proposed for 2014

We concur with staff’s recommendation for a revenue requirement increase of 4 percent. Based on projected 2014 revenue and expenses, staff expects the utility to be out of balance by approximately 9 percent of billed revenue. This is primarily due to rate increases that have been deferred over the past two years during the economic recession through the use of cash above reserve. The UAC appreciates the City’s efforts in recent years to avoid rate increases during these challenging economic times. The staff recommends increasing rates by 4 percent and using \$240,000 in fund balance above required reserves to smooth the needed rate increase over two years and avoid a one-time 9 percent rate increase. The UAC supports this rate smoothing approach. We also want to note that the funds above required reserves are dwindling and may not be available to absorb increasing costs this way in future years. The preliminary operating and capital budgets for the Wastewater Utility are in keeping with the recently completed *2013-2018 Wastewater Management Plan*.

Wastewater Treatment Services - LOTT Clean Water Alliance

The LOTT Clean Water Alliance operates a complex system of facilities worth an estimated \$750 million. LOTT’s budgeting and revenue decisions are largely driven by infrastructure costs, including major upgrades to LOTT’s Budd Inlet Treatment Plant that have been underway for the past several years. The infrastructure investment over the 2013-2018 planning period (capital improvements and debt service) represents 67 percent of LOTT’s total projected expenses, with operating costs representing 33 percent.

LOTT staff recommended a \$1.02 per month increase in the LOTT wastewater treatment charges for 2014, raising the charge to \$35.01 per month for an equivalent residential unit (ERU). This is an inflationary increase of 3 percent in the LOTT treatment charges, and is influenced by construction materials, power and chemical costs.

The UAC also reiterated their support for an evaluation of converting both wastewater treatment and collection rates to volume-based rates rather than a flat fee. Recommendations from the UAC on volume-based rates will come forward in 2014 for possible implementation in 2015.

Storm and Surface Water

Two Percent Increase Proposed for 2014

The UAC concurs with staff's recommendation for a two percent increase in this utility, which would be applied across all rate classes. The preliminary operating and capital budgets for the Storm and Surface Water Utility are in keeping with the *2003 Storm and Surface Water Plan*, updated planning work performed in 2010-2011 with the UAC, and regulatory requirements under the NPDES (National Pollutant Discharge and Elimination System) Phase II permit. The proposed 2014 budget incorporates various inflationary increases, but no major new initiatives or costs.

Waste ReSources

Variable Increases Proposed for 2014

The UAC concurs with staff's recommendation for a variety of rate increases in this utility. Key drivers for the 2014 rates include tipping fees, salaries, benefits, equipment expenses, and an increase in State and City taxes. In addition, average recycle commodity values for all materials have continued to decline over 91 percent since May of 2011 and are projected to fall short of covering processing fees.

Based on projected 2014 revenue and expenses, staff projects the budget will be out of balance by about 9.4 percent of billed revenue. In effort to continue with the Council goal to smooth out and minimize the rate impact to residential customers, the UAC supports staff recommendations to continue using fund balance above the required 10 percent reserve to avoid higher rate increases. As with the Wastewater Utility, the funds above required reserves are dwindling and may not be available to absorb increasing costs this way in future years. We would also continue subsidizing the Organics Program through commercial rates. Staff recommends increasing rates by the amounts shown below. Actual rate increases will vary by service class.

Following is a summary of the proposed 2014 rate increases:

- Drop Box
 - Delivery/Set-up Fee Temporary Box (15 percent increase)
 - Rental Fee/Maintenance – Repair/Replace (3 percent increase)
 - Haul Fee (3 percent increase)
 - Service Fee (1 percent increase)

Olympia City Council
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- Residential (8 percent increase)
- Commercial (5 percent increase)
- Organics (6 percent increase)

Thank you again for the opportunity to comment. Please let me, or Barbara Day UAC Vice-Chair, know if you have any questions.

Sincerely,



THAD CURTZ

Chair

Utility Advisory Committee

TC/lmm

\\Calvin\pw shared workgroup\UAC\2013 - UAC\2013 Correspondence\Rates Recommendation Letter for 2014\TC_UAC 2014 Rate Recommendation Letter_10-26-13_FINAL.docx

ec: UAC Members
Steven R. Hall, City Manager
Rich Hoey, P.E., Director of Public Works
Dan Daniels, Waste ReSources Director
Andy Haub, Interim Water Resources Director

City of Olympia

City Council

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

Approval of Ordinance Updating Obsolete and Outdated Sections of the Olympia Municipal Code and Correcting Scrivener Errors

Agenda Date: 12/17/2013

Agenda Number: 4.Q

File Number: 13-1033

File Type: ordinance

Version: 2

Status: Second Reading

..Title

Approval of Ordinance Updating Obsolete and Outdated Sections of the Olympia
Municipal Code and Correcting Scrivener Errors

..Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on second reading an ordinance updating obsolete and outdated
sections of the Olympia Municipal Code and correcting scrivener errors.

..Report

Issue:

Consider an ordinance correcting scrivener errors and updating obsolete and outdated
sections of the Olympia Municipal Code.

Staff Contact:

Darren Nienaber, Deputy City Attorney, 360.753.8338

Presenter(s):

None.

Background and Analysis:

The background and analysis information has not changed from the first reading. The Olympia Municipal Code (OMC) in its current form was adopted in 1982. Since that time, many outdated terms, such as "city commission," have been updated through ordinances amending the OMC, but many other sections still contain the outdated terms. Other examples include City Supervisor instead of City Manager and Streets Commissioner instead of Public Works Director.

The OMC also contains cross references to obsolete or outdated code sections, as well as other outdated references to certain funds. For example, critical area regulations, such as drinking water protection areas, were previously moved from Title 14 to Title 18. However, a number of cross references to those regulations were not changed. Additionally, there are some provisions of the OMC that have been superseded by later-enacted ordinances.

Agenda Date: 12/17/2013

Agenda Number: 4.Q

File Number: 13-1033

For example, Ordinance 6514 revised the administrative provisions of the zoning code to make the Hearing Examiner the final decision maker on most land use decisions including preliminary subdivisions. However, the subdivision code (Title 17) contains an outdated provision that says appeals of preliminary plats go to Council. However, this section was superseded by the later-enacted Ordinance 6514. Because it was superseded, the Title 17 provision is proposed to be deleted.

Ordinance 6514 also ratified a motion for reconsideration process that had been authorized by a Court of Appeals case - *Lejeune v. Clallam County*. That case said a motion for reconsideration could be used pursuant to the implicit authority of a quasi-judicial tribunal (for example, a Hearing Examiner or Council), even in the absence of any written code authorizing such a motion. Ordinance 6514 then expressly authorized a motion for reconsideration in the context of land use appeals. The Hearing Examiner has also entertained motions for reconsideration for land use decisions that are not appeals, such as the Hearing Examiner's advisory decision to the City Council on the Trillium Master Plan. Accordingly, the amendment at first glance might appear to expand such motions outside of appeals of land use decisions; however, in staff's view, the amendment just confirms the past practice of the Hearing Examiner as well as court cases.

Chapter 12.04 of the OMC is also proposed to be deleted. This chapter dates back to 1887 and regulates street grades and monuments. Monuments and surveying is now governed by state law, and street grades are governed by the City's Engineering Design and Development standards.

The proposed ordinance corrects many but not all of the errors currently contained in the OMC. It is anticipated that future ordinances will be brought forward for Council consideration as staff identifies additional obsolete or outdated references and cross-references and errors in the OMC.

Neighborhood/Community Interests (if known):

None known

Options:

1. Move to approve on second reading an ordinance updating obsolete and outdated sections of the Olympia Municipal Code and correcting scrivener errors.
2. Remove some proposed changes from the Ordinance and approve the remainder of the Ordinance.

Financial Impact:

None

Agenda Date: 12/17/2013
Agenda Number: 4.Q
File Number: 13-1033

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, DIRECTING AND AUTHORIZING THE CITY CLERK TO UPDATE REFERENCES TO CERTAIN TERMS, FUNDS, AND POSITION TITLES THROUGHOUT THE OLYMPIA MUNICIPAL CODE; AMENDING VARIOUS SECTIONS OF THE OLYMPIA MUNICIPAL CODE TO CORRECT SCRIVENER/CLERICAL ERRORS AND CROSS-REFERENCES TO OBSOLETE OR OUTDATED CODE SECTIONS; AND REPEALING CHAPTER 12.04, MONUMENTS AND GRADES, OF THE OLYMPIA MUNICIPAL CODE.

WHEREAS, pursuant to the provisions of RCW 35.21.500 through 35.21.570 and by virtue of Ordinance No. 4345, the Olympia Municipal Code (the OMC) was adopted on February 23, 1982; and

WHEREAS, hundreds of amendments have been made to the OMC since its adoption, some of which contained scrivener/clerical errors; and

WHEREAS, the OMC also contains cross-references to obsolete or outdated code sections, as well as outdated references to certain terms, funds, and position titles; and

WHEREAS, some provisions of the OMC have been superseded by later-enacted ordinances; and

WHEREAS, it is in the best interest of the City to direct and authorize the City Clerk to update certain references throughout the OMC; and

WHEREAS, it is in the best interest of the City to amend the OMC to correct scrivener/clerical errors and cross-references to obsolete or outdated code sections; and

WHEREAS, this Ordinance is adopted pursuant to Article 11 Section 11 of the Washington State Constitution and any other applicable authority; and

WHEREAS, this Ordinance is supported by the staff report, attachments, documents on file with the City, and the professional judgment of staff;

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

Section 1. Amendment of Olympia Municipal Code. The City Clerk and codifiers of this Ordinance are hereby directed and authorized to change the term "City Commission" to "City Council" wherever referenced in the Olympia Municipal Code.

Section 2. Amendment of Olympia Municipal Code. The City Clerk and codifiers of this Ordinance are hereby directed and authorized to change the term "City Supervisor" to "City Manager" wherever referenced in the Olympia Municipal Code.

Section 3. Amendment of Olympia Municipal Code. The City Clerk and codifiers of this Ordinance are hereby directed and authorized to change the term "Streets Commissioner" to "Public Works Director" wherever referenced in the Olympia Municipal Code.

Section 4. Amendment of OMC 2.06.070. Olympia Municipal Code Section 2.06.070 is hereby amended to read as follows:

2.06.070 Terms –Vacancy filling

The terms shall be for two-year periods, commencing on January 1st, of each even-numbered year. The terms for members of the Committee of the Chairs shall be co-extensive with the terms for members of the committees set forth in OMC Section 2.06.010~~±A—E~~. Vacancies occurring prior to the expiration of these terms shall be filled in the same manner as set forth in this chapter for regular appointments.

Section 5. Amendment of OMC 2.32.030. Olympia Municipal Code Section 2.32.030 is hereby amended to read as follows:

2.32.030 Service outside of city limits –Permitted

Whenever a fireman engages in any duty outside the limits of the city pursuant to an agreement provided for in Section ~~3.06.010~~ 2.32.010, such duties shall be considered as part of his duty as fireman for the city, and he shall be entitled to the same benefits that he or his family would be entitled to receive had he been engaged in any duty within the city.

Section 6. Amendment of OMC 2.32.040. Olympia Municipal Code Section 2.32.040 is hereby amended to read as follows:

2.32.040 Service outside of city limits –Conditions

The fire department shall not respond to any call for aid or service from outside the city limits to any person or persons or community with which the city has not entered into an agreement as provided for in Section ~~3.06.010~~ 2.32.010 unless approved by the chief of the fire department.

Section 7. Amendment of OMC 2.32.050. Olympia Municipal Code Section 2.32.050 is hereby amended to read as follows:

2.32.050 Disposition of revenue from contracts or agreements

All revenue collected by the city pursuant to contracts or agreements described in Section ~~3.06.010~~ 2.32.010 shall be credited to the general fund of the city.

Section 8. Amendment of OMC 2.100.030. Olympia Municipal Code Section 2.100.030 is hereby amended to read as follows:

2.100.030 List - Citizen –Member Committees Appointed by the Olympia City Council

The committees appointed by the City Council are:

- A. Arts Commission (See OMC 2.100.100 - 2.100.240)
- B. Bicycle and Pedestrian Advisory Committee (See OMC 2.100.250 - 2.100.270)

C. Design Review Board (See OMC 18.76)

D. Heritage Commission (See OMC ~~18.84~~18.12)

E. Lodging Tax Advisory Committee (See OMC 2.100.280 - 2.100.310)

F. Parks and Recreation Advisory Committee (See OMC 2.100.320 - 2.100.340)

G. Planning Commission (See OMC 2.100.350 - 2.100.410)

H. Utility Advisory Committee (See OMC 2.100.420 - 2.100.440)

Section 9. Amendment of OMC 3.04.020. Olympia Municipal Code Section 3.04.020 is hereby amended to read as follows:

3.04.020 Claims fund –Established

There is created a fund to be known as the ~~claims-risk management trust~~ fund, into which may be paid moneys, from time to time, as directed by the City ~~commission~~Council from any funds which are available and upon which warrants may be issued and paid in payment of claims against the City for any purpose. ~~The accounts of the City shall be so kept that they shall show the department or departments and the respective amounts for which the warrant is issued and paid.~~

Section 10. Amendment of OMC 3.04.030. Olympia Municipal Code Section 3.04.030 is hereby amended to read as follows:

3.04.030 Claims fund –Transfers

Transfers from an insolvent fund to the ~~claims-risk management trust~~ fund shall be by warrant.

Section 11. Amendment of OMC 3.04.620. Olympia Municipal Code Section 3.04.620 is hereby amended to read as follows:

3.04.620 Self-insurance trust fund –Expenditures

The City Manager is directed and authorized to expend moneys from the fund for the following purposes:

A. To make payments to the ~~Puget Sound Insurance Authority~~ which are billed to the City and for the purchase of premium payments for insurance related to the risk management plan of the City;

B. To pay claims against the City for which the City must pay a “deductible” or is self-insured or which the City Manager, in his or her discretion, elects to pay without reference to an insurance carrier; provided that, in the latter case, the City Manager shall get authority from the ~~council~~City Council before paying a claim in excess of five thousand dollars;

C. To pay for repairs or replacement to City property which is damaged or destroyed and not covered by insurance; provided, however, the City Manager shall attempt to obtain reimbursement for such expenditures, where appropriate, from responsible parties through the legal process:

D. To pay for corrections, repairs or replacement of City property when the City Manager, in his or her discretion, determines that immediate action is necessary to prevent injury to persons or property, and moneys are not available for such purpose from other budget sources;

E. To pay for studies of other areas of self-insurance.

Section 12. Amendment of OMC 3.12.010. Olympia Municipal Code Section 3.12.010 is hereby amended to read as follows:

3.12.010 Claims procedure –Contents of claims

A. All claims for damages against the city must be presented to and filed with the city ~~clerk-treasurer~~ claims manager. The ~~city clerk-treasurer-claims manager~~ shall refer any such claim to the city's appropriate ~~insurance-carrier-risk pool~~, and no payments or appropriations shall be made regarding the claim before it is referred to the ~~insurance-carrier-risk pool~~. The city ~~clerk-treasurer-risk manager~~ shall, upon receipt, give notice and a description of all claims exceeding five thousand dollars in alleged damages to the city ~~commission council~~. In addition, the ~~city clerk-treasurer-claims manager~~ shall quarterly give the city ~~commission council~~ summaries of all outstanding claims against the city of Olympia and give an indication of the potential liability posed by such claims.

B. All such claims for damages must accurately locate and describe the defect that caused the injury, accurately describe the injury and state the time when same occurred and shall contain items of damages claimed and be sworn to by the claimant.

C. No action shall be maintained against the city for any claim for damages until the same has been presented to the ~~city clerk-treasurer-claims manager~~ as outlined above.

Section 13. Amendment of OMC 12.00.000. Olympia Municipal Code Section 12.00.000 is hereby amended to read as follows:

12.00.000 Title Contents

Title 12
STREETS, SIDEWALKS AND PUBLIC PLACES

Chapters:

12.02 Olympia Development Standards

12.03 Engineering Inspection Fees

~~12.04 Monuments and Grades~~

- 12.08 Public Works Standard Specifications
- 12.10 Olympia Commute Trip Reduction Plan
- 12.12 Comprehensive Street Improvement Plan
- 12.14 Transportation Benefit District
- 12.16 Street Vacations
- 12.20 Street Excavations
- 12.24 Obstructions
- 12.28 Moving Buildings
- 12.36 Sidewalk Maintenance
- 12.44 Street Trees
- 12.48 Street Names and House Numbers
- 12.52 Private Oiling or Paving of Streets
- 12.56 Boulevard Lighting System
- 12.60 Park Regulations
- 12.62 Naming City-Owned Public Buildings, Properties, Parks and Park Facilities
- 12.64 Harbor Regulations
- 12.68 Percival Landing Moorage Facility
- 12.72 Festival Events
- 12.74 City Property and City Parklets

Section 14. Repeal of OMC 12.04. Chapter 12.04 of the Olympia Municipal Code is obsolete and is hereby repealed.

Chapter 12.04 ***MONUMENTS AND GRADES***

~~12.04.000 Chapter Contents~~

Sections:

- ~~12.04.010 Established base.~~
- ~~12.04.020 Elevations and grades of streets.~~
- ~~12.04.030 Grading of streets and gutters.~~
- ~~12.04.040 Grading of sidewalks.~~
- ~~12.04.050 Bench mark monument—Record.~~
- ~~12.04.060 Monument or post—Interference with prohibited without prior permission.~~
- ~~12.04.070 Monument or post—Replacement only by city engineer.~~

~~12.04.010 Established base~~

~~In establishing the grade of the respective streets in the city, the upper surface of a monument set at the center of Fourth Street, thirty feet east from the west line of Main Street, shall be the established base and the grade of each street as established shall be the elevation of the same above or below the base.~~

~~(Ord. 253 §1, 1887).~~

~~12.04.020 Elevations and grades of streets~~

~~Whenever the elevation from one cross street to the next is over five percent, the grade crossing streets shall be five percent and when the same is five percent or less, the grade shall cross the intersection on~~

the same grade as the street, and the outer lines of both intersecting streets shall each be carried across the street they intersect on a true grade of five percent or less in conformity to the grade of the street extended, the elevation in crossing streets in no case to exceed five percent and whenever intersections of streets heretofore graded are not in accordance with the provisions of this section the city engineer shall, upon request of the street committee give proper grades for the execution of the work necessary to make such intersections conform herewith and shall file a report of the grades so given with the city clerk-treasurer; and the street commissioner, under the direction of the committee and engineer, is authorized and required to perform the necessary work.

(Ord. 558 §1, 1891; Ord. 253 §2, 1887).

~~12.04.030 Grading of streets and gutters~~

~~Whenever any street is graded the center of such street shall be graded to the established grade of such street and the gutters shall be graded down eighteen inches below such grade, unless otherwise ordered.~~

~~(Ord. 253 §3, 1887).~~

~~12.04.040 Grading of sidewalks~~

~~Whenever any sidewalk is constructed or rebuilt upon any street where the grade has been established, it shall be constructed on the established grade of such street, unless otherwise ordered.~~

~~(Ord. 253 §4, 1887).~~

~~12.04.050 Bench mark monument—Record~~

~~Whenever the city shall order a monument for a bench mark there shall be filed in the office of the city clerk-treasurer a record of the same showing the nature of the work, the location of the same and the elevation thereof above or below the base as established in this chapter at the corner of Fourth and Main Streets in the city.~~

~~(Ord. 253 §5, 1887).~~

~~12.04.060 Monument or post—Interference with prohibited without prior permission~~

~~It is unlawful for any person or persons within the city limits to remove, change, pull up, deface or destroy, or in any manner interfere with any monument, stake, post or peg established or set by the city engineer or by any of his assistants in the performance of his or their duties as such engineer or assistant; provided, however, this section shall not apply to any contractor who may be obliged to remove such monument, stake, post or peg in the performance of his contract, provided the contractor shall first notify the city engineer of the necessity of such removal and obtain permission from him to do so.~~

~~12.04.070 Monument or post – Replacement only by city engineer~~

~~No person, except the city engineer, shall attempt to replace any monument, stake, post or peg which has been removed, changed, pulled up or destroyed either by accident or otherwise.~~

~~(Ord. 1005 §2, 1909).~~

Section 15. Amendment of OMC 13.12.210. Olympia Municipal Code Section 13.12.210 is hereby amended to read as follows:

13.12.210 Waste management general facility charges

A. Waste. There shall hereafter be assessed a waste management general facility charge ("Waste Management GFC") for providing waste management services to any premises as shown in Title 4 of this code.

B. Except as provided in subsection C below, the Waste Management GFC shall be assessed at the time of building permit application. This charge shall be assessed in addition to any other charges or assessments levied under this chapter. The amount of the Waste Management GFC shall be administratively increased each month at a rate equal to the ENR construction cost index, or at the rate of one-half of one percent, whichever is more. Said funds shall be deposited in a separate account called the waste management trust fund and used only for capital expenditures related to the purchase of containers, equipment or start-up of new programs.

C. The Waste Management GFC may be deferred for residential developments in the Downtown Deferred General Facility Charge Payment Option Area. An unpaid Waste Management GFC deferred under this section shall constitute a lien against the property for which it is payable. Payment of Waste Management GFC need not be made prior to the time of connection if the payer provides the Community Planning and Development Department with proof that a Voluntary General Facility Charge Lien Agreement, in a form approved by the City Attorney, has been executed by all legal owners of the property upon which the development activity allowed by the building permit is to occur, and the agreement has been recorded in the office of the Thurston County Auditor. When such deferral is sought for a portion of the development activity, the City, at its sole discretion, shall determine the portions of the Waste Management GFC to be applied to the portions of the development activity. If a Voluntary General Facility Charge Lien Agreement has been recorded, payment of the general facility charge shall be deferred under the following conditions:

1. The Waste Management GFC will be assessed at the rate in effect at the time of issuance of the building permit for the project, and
2. Payment of the Waste Management GFC will be made at the earlier of the closing of sale of the property or any portion of the property, or three (3) years from the date of the City's issuance of a Certificate of Occupancy for the property against which the Waste Management GFC is assessed, and

3. A GFC payment made within one (1) year of issuance of the Certificate of Occupancy for the development shall pay the fees assessed at the time of issuance of the building permit, or
4. A GFC payment made within the second year from issuance of the Certificate of Occupancy for the development shall pay the Waste Management GFC plus interest, for a total of 105% of the fees assessed at the time of issuance of the building permit, or
5. A GFC payment made within the third year from issuance of the Certificate of Occupancy for the development shall pay the Waste Management GFC plus interest, for a total of 110% of the fees assessed at the time of issuance of the building permit.

In the event that the Waste Management GFC and/or interest (if any) is not paid within the time provided in this subsection, all such unpaid charges, fees and interest shall constitute a lien against the property for which they were assessed. The lien may be enforced either by foreclosure pursuant to RCW 61.12 or by termination of water service pursuant to Section ~~13.04.43~~13.04.430 of this Code. The City may use other collection methods at its option. In the event of foreclosure, the owner at the time of foreclosure shall also pay the City's reasonable attorney fees and costs incurred in the foreclosure process. Notwithstanding the foregoing, the City shall not commence foreclosure proceedings less than thirty (30) calendar days prior to providing written notification to the then-present owner of the property via certified mail with return receipt requested advising of its intent to commence foreclosure proceedings. If the then-present owner cures the default within the thirty-day cure period, no attorney fees and/or costs will be owed.

The deferred payment option set forth in this subsection shall terminate on August 1, 2009, unless otherwise re-authorized by the City Council.

Section 16. Amendment of OMC 13.16.080. Olympia Municipal Code Section 13.16.080 is hereby amended to read as follows:

13.16.080 Storm drainage system general facilities charge

A. In recognition of the city's investment in the storm drainage system, each applicant for a development permit shall pay a storm drainage system general facilities charge ("Storm Drainage GFC") in an amount as set forth in Title 4 of this code at the time of issuance of a building/engineering permit, except as provided below.

B. The Storm Drainage System GFC may be deferred for residential developments in the Downtown Deferred General Facility Charge Payment Option Area. An unpaid Storm Drainage GFC deferred under this section shall constitute a lien against the property for which it is payable. Payment of the Storm Drainage GFC need not be made prior to the time of connection if the payer provides the Community Planning and Development Department with proof that a Voluntary General Facility Charge Lien Agreement, in a form approved by the City Attorney, has been executed by all legal owners of the property upon which the development activity allowed by the building permit is to occur, and the agreement has been recorded in

the office of the Thurston County Auditor. When such deferral is sought for a portion of the development activity, the City, at its sole discretion, shall determine the portions of the Storm Drainage GFC to be applied to the portions of the development activity. If a Voluntary General Facility Charge Lien Agreement has been recorded, payment of the general facility charge shall be deferred under the following conditions:

1. The Storm Drainage GFC will be assessed at the rate in effect at the time of issuance of the building permit for the project, and
2. Payment of the Storm Drainage GFC will be made at the earlier of the closing of sale of the property or any portion of the property, or three (3) years from the date of the City's issuance of a Certificate of Occupancy for the property against which the Storm Drainage GFC is assessed, and
3. A GFC payment made within one (1) year of issuance of the Certificate of Occupancy for the development shall pay the fees assessed at the time of issuance of the building permit, or
4. A GFC payment made within the from issuance of the Certificate of Occupancy for the development shall pay the Storm Drainage GFC plus interest, for a total of 105% of the fees assessed at the time of issuance of the building permit, or
5. A GFC payment made within the third year from issuance of the Certificate of Occupancy for the development shall pay the Storm Drainage GFC plus interest, for a total of 110% of the fees assessed at the time of issuance of the building permit.

In the event that the Storm Drainage GFC and/or interest (if any) is not paid within the time provided in this subsection, all such unpaid charges, fees and interest shall constitute a lien against the property for which they were assessed. The lien may be enforced either by foreclosure pursuant to RCW 61.12 or by termination of water service pursuant to Section ~~13.04.43~~ 13.04.430 of this Code. The City may use other collection methods at its option. In the event of foreclosure, the owner at the time of foreclosure shall also pay the City's reasonable attorney fees and costs incurred in the foreclosure process. Notwithstanding the foregoing, the City shall not commence foreclosure proceedings less than thirty (30) calendar days prior to providing written notification to the then-present owner of the property via certified mail with return receipt requested advising of its intent to commence foreclosure proceedings. If the then-present owner cures the default within the thirty-day cure period, no attorney fees and/or costs will be owed.

The deferred payment option set forth in this subsection shall terminate on August 1, 2009, unless otherwise re-authorized by the City Council.

C. All monies collected from the general facilities charge will be deposited in an account to be used for the capital improvements program of this utility.

Section 17. Amendment of OMC 15.04.020. Olympia Municipal Code Subsection 15.04.020 is hereby amended to read as follows:

15.04.020 - Definitions

The following words and terms shall have the following meanings for the purposes of this title, unless the context clearly requires otherwise. Terms otherwise not defined herein shall be defined pursuant to RCW 82.02.090, or given their usual and customary meaning.

A. "Act" means the Growth Management Act, as codified in RCW 36.70A, as now in existence or as hereafter amended.

B. "Accessory Dwelling Unit" means a dwelling unit that has been added onto, created within, or separated from a single-family detached dwelling for use as a complete independent living unit with provisions for cooking, eating, sanitation, and sleeping.

C. "Building Permit" means an official document or certification which is issued by the Building Official and which authorizes the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, demolition, moving or repair of a building or structure.

D. "Capital Facilities" means the facilities or improvements included in a capital budget.

E. "Capital Facilities Plan" means the capital facilities plan element of a comprehensive plan adopted by the City of Olympia pursuant to Chapter 36.70A RCW, and such plan as amended.

F. "City" means the City of Olympia.

G. "Council" means the City Council of the City of Olympia.

H. "Concurrent" or "Concurrency" means that the improvements are in place at the time the impacts of development occur, or that the necessary financial commitments are in place, which shall include the impact fees anticipated to be generated by the development, to complete the improvements necessary to meet the specified standards of service defined in the Parks Study, the Transportation Study, and the Schools Study within six (6) years of the time the impacts of development occur.

I. "County" means Thurston County.

J. "Department" means the Department of Community Planning and Development.

K. "Development Activity" means any construction, expansion, or change in the use of a building or structure that creates additional demand and need for public facilities.

L. "Development Approval" means any written authorization from the City of Olympia which authorizes the commencement of a development activity.

M. "Director" means the Director of the Department of Community Planning and Development or the Director's designee.

N. "District No. 111" means the Olympia School District No. 111, Thurston County, Washington.

O. "Downtown Impact Fee Payment Area" means all properties located within the downtown area, which is currently bounded by: Budd Inlet on the north; Budd Inlet and Capitol Lake on the west; along 14th Avenue extending between Capitol Lake and Capitol Way, then east on 14th Avenue extending to Interstate 5 on the south; Eastside Street on the east; and along Olympia Avenue in a westerly direction reconnecting with the Budd Inlet on the north, including properties owned by the Port of Olympia, as shown in Figure 15-04-1.

P. "Dwelling Unit" means a single unit providing complete and independent living facilities for one or more persons, including permanent facilities for living, sleeping, eating, cooking, and sanitation needs.

Q. "Elderly" means a person aged 62 or older.

R. "Encumbered" means to reserve, set aside, or otherwise earmark the impact fees in order to pay for commitments, contractual obligations, or other liabilities incurred for public facilities.

S. "Feepayer" is a person, corporation, partnership, an incorporated association, or any other similar entity, or department or bureau of any governmental entity or municipal corporation commencing a land development activity which creates the demand for additional capital facilities, and which requires the issuance of a building permit. "Feepayer" includes an applicant for an impact fee credit.

T. "Gross Floor Area" means the total square footage of any building, structure, or use, including accessory uses.

U. "Hearing Examiner" means the Examiner who acts on behalf of the Council in considering and applying land use regulatory codes as provided under Chapter ~~18.71~~18.82 of the Olympia Municipal Code. Where appropriate, "Hearing Examiner" also refers to the office of the hearing examiner.

V. "Impact fee" means a payment of money imposed by the City of Olympia on development activity pursuant to this title as a condition of granting development approval in order to pay for the public facilities needed to serve new growth and development. "Impact fee" does not include a reasonable permit fee, an application fee, the administrative fee for collecting and handling school impact fees, or the cost of reviewing independent fee calculations.

W. "Impact Fee Account" or "Account" means the account(s) established for each type of public facility for which impact fees are collected. The Accounts shall be established pursuant to Sections 15.04.100 and 15.04.110 of this title, and comply with the requirements of RCW 82.02.070.

X. "Independent Fee Calculation" means the park impact calculation, the school impact calculation, the transportation calculation, and/or economic documentation prepared by a feepayer, to support the assessment of an impact fee other than by the use of Schedules A, C and D of Chapter 15.16, or the calculations prepared by the Director or District No. 111 where none of the fee categories or fee amounts in the schedules in Chapter 15.16 accurately describe or capture the impacts of the new development on public facilities.

Y. "Interest" means the average interest rate earned by the City of Olympia or District No. 111 with respect to school fees in the last fiscal year, if not otherwise defined.

Z. "Interlocal Agreement" or "Agreement" means the school interlocal agreement by and between the City of Olympia and District No. 111 as authorized in Section 15.04.110 herein.

AA. "Occupancy Permit" means the permit issued by the City of Olympia where a development activity results in a change in use of a pre-existing structure.

BB. "Open Space" means for the purposes of this title undeveloped public land that is permanently protected from development (except for the development of trails or other passive public access or use).

CC. "Owner" means the owner of record of real property, or a person with an unrestricted written option to purchase property; provided that, if the real property is being purchased under a recorded real estate contract, the purchaser shall be considered the owner of the real property.

DD. "Parks" means parks, open space, and recreational facilities, including but not limited to ball fields, golf courses, athletic fields, soccer fields, swimming pools, tennis courts, volleyball courts, neighborhood parks, community parks, special use parks, trails, and open space.

EE. "Parks Study" means the Rate Study for Impact Fees for Park Land July 23, 2007 and as may be amended in the future.

FF. "Planned Residential Development" or "PRD" shall have the same meaning as set forth in Chapter 18.56 of the Olympia Municipal Code.

GG. "Project Improvements" mean site improvements and facilities that are planned and designed to provide service for a particular development or users of the project, and are not system improvements. No improvement or facility included in a capital facilities plan adopted by the Council shall be considered a project improvement.

HH. "Public Facilities" means the following capital facilities owned or operated by the City of Olympia or other governmental entities: (1) publicly owned parks, open space, and recreational facilities; (2) public streets, and roads; and (3) public school facilities.

II. "Residential" or "Residential Development" means all types of construction intended for human habitation. This shall include, but is not limited to, single-family, duplex, triplex, and other multifamily development.

JJ. "Schools Study" means the "Olympia School District - Rate Study for Impact Fees for School Facilities, 1994," and as may be amended in the future.

KK. "Single Room Occupancy Dwelling" means a housing type consisting of one room, often with cooking facilities and with private or shared bathroom facilities.

LL. "Square Footage" means the square footage of the gross floor area of the development.

MM. "State" means the State of Washington.

NN. "System Improvements" means public facilities that are included in the City of Olympia's capital facilities plan and are designed to provide service to service areas within the community at large, in contrast to project improvements.

OO. "Transportation Study" means the City of Olympia Transportation Impact Fee Program Update dated December 2008, and as may be amended in the future.

Section 18. Amendment of OMC 16.58.030. Olympia Municipal Code Section 16.58.030 is hereby amended to read as follows:

16.58.030 Scope

The provisions of this Chapter shall apply to the planting, maintenance, removal, and protection of all public trees as defined in this ordinance.

A. Trees on lands managed by the City of Olympia Parks, Recreation and Cultural Services Department. Tree removal, pruning and/or planting in these areas shall be subject to review and approval of the Parks, Recreation and Cultural Services Department.

B. Trees on lands managed by the City of Olympia, for storm water management purposes. Tree removal, pruning and/or planting in these areas shall be subject to review and approval of the Public Works Department.

C. Trees within critical areas as defined in OMC-14.1018.32. Tree removal in these areas will be subject to review and approval of the City's Environmental Review Authority.

Section 19. Amendment of OMC 17.16.080. Olympia Municipal Code Section 17.16.080 is hereby amended to read as follows:

17.16.080 Public hearing –Approval procedure

Preliminary plat applications shall be processed in accordance with the provisions of this title, Chapters 18.78, 18.82, and Chapter 14.04 of this code. Approval of a preliminary plat by the hearing examiner is final and conclusive unless appealed to the City Council pursuant to the procedures set out in Chapter 18.75 of this code.

Section 20. Amendment of OMC 18.05.080(G). Olympia Municipal Code Subsection 18.05.080(G) is hereby amended to read as follows:

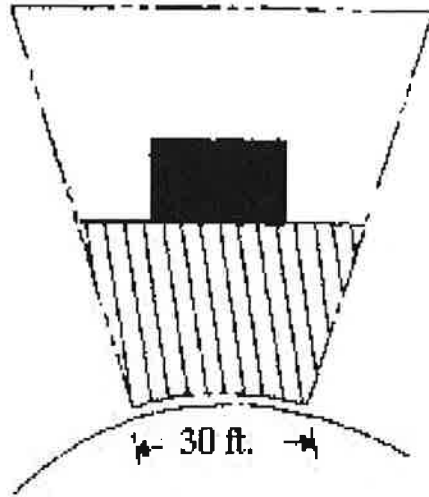
18.05.080 Development standards

G. Lot Width.

1. Measurement. The minimum lot width required by Table 5.05 shall be measured between the side lot lines at the point of intersection with the minimum front setback line established in Table 5.05.
2. Varied Lot Widths. The width of residential lots in the NC, NV, UV and COSC districts shall be varied to avoid monotonous development patterns.
 - a. No more than three (3) consecutive lots, uninterrupted by a street, shall be of the same width. This requirement does not apply to townhouses.
 - b. Lot widths shall be varied by a minimum of six (6) foot increments.
 - c. The minimum lot widths specified in Table 5.05 may be reduced by six (6) feet for individual lots to provide variety, provided that the average lot width for the project is no less than the minimum lot width required by Table 5.05.

3. Minimum Street Frontage.

a. Each residential lot, other than for townhouse and cottage housing, shall have a minimum of thirty (30) feet of frontage on a public



street.

FIGURE 5-2

b. EXCEPTION: the City may allow the street frontage to be reduced (creating a flag lot) to the minimum extent necessary to enable access to property where public street access is not feasible (e.g., due to physical site conditions or preexisting development) or to protect environmentally Critical Areas (see Chapter 14.10, Olympia Municipal Code 18.32 OMC).

c. Subdivisions, short subdivisions, binding site plans, and lot line adjustments creating flag lots (with street frontages of less than thirty (30) feet) are subject to the following conditions:

- i. The project shall be designed to minimize the creation of flag lots; and
- ii. Adjoining flag lots shall share a common driveway wherever possible; and
- iii. All driveways accessing flag lots shall be designed to allow fire truck access to within one hundred fifty (150) feet of the residence(s) on the lot(s), unless alternate forms of fire protection approved by the Fire Department are provided (e.g., sprinkler systems); and
- iv. The area of a flag lot which is less than thirty (30) feet in width shall not be considered part of the minimum lot area required in Table 5.05.

Section 21. Amendment of OMC 18.05.080(N). Olympia Municipal Code Subsection 18.05.080(N) is hereby amended to read as follows:

18.05.080 Development standards

N. Private and Common Open Space.

1. Development of Open Space.

a. Open space required by Table 5.05 shall be devoted to undisturbed native vegetation, landscaping, and/or outdoor recreational facilities. Driveways, loading areas, maneuvering space and parking lots shall not be considered part of this required space.

b. Required open space shall not be covered with impervious surfaces, except for walkways, tennis and basketball courts, swimming pools, or similar recreational uses which require an impervious surface.

c. The Director or Hearing Examiner may increase the impervious surface coverage limits specified in Table 5.05 by up to five (5) percent to accommodate the walkways and recreational uses listed above (see also Chapter 18.36, Landscaping and Screening).

2. Villages and Community Oriented Shopping Centers.

a. Neighborhood villages, urban villages, and community oriented shopping centers shall contain at least five (5) percent open space available for public use or common use. Ownership of open space areas and type of access will be determined during the Master Planned Development review (see Chapter 18.57, OMC). As much as fifty (50) percent of this open space may be comprised of environmentally Critical Areas and associated buffers (see Chapter ~~14.10~~18.32, OMC).

b. Neighborhood villages, neighborhood centers, urban villages, and community oriented shopping centers must contain a neighborhood park or "green" between one (1) and four (4) acres in size located in the village or community center. This park, green, or plaza shall have an average slope no greater than five (5) percent; adequate drainage to allow active use in summer; and a width and length of no less than one hundred and fifty (150) feet.

3. Cottage Housing Developments.

a. A minimum of two hundred (200) square feet of private, contiguous, usable, open space shall be provided adjacent to each dwelling unit. No dimension of this open space area shall be less than ten (10) feet.

b. A minimum of fifteen hundred (1500) square feet or two hundred (200) square feet per unit, whichever is more, shall be provided in common open space (e.g., available for the use of all residents of the cottage housing development). This open space shall be contained in a contiguous area with no dimension less than thirty (30) feet. Such open space shall be sufficiently level (e.g., less than five (5) percent slope) and well drained to enable active use in summer.

4. Multifamily Housing.

a. In neighborhood villages, urban villages, and community oriented shopping centers, parcels or sites accommodating multifamily housing (e.g., triplexes, fourplexes, and larger apartment buildings) shall contain at least thirty (30) percent open space. However, such multifamily housing within one hundred (100) feet of a neighborhood park, green, or public or common open space, which is at least ten thousand (10,000) square feet in size, shall only be required to retain fifteen (15) percent of the site in open space. Impervious surface coverage requirements shall be adjusted accordingly.

b. At least fifty (50) percent of the open space required in 18.05.080(N)(4)(a) above shall be available for the common use of all residents of the multifamily housing.

c. Common open space shall be contiguous with the housing site (e.g., not separated from the dwellings by streets or barriers that impede pedestrian access) and shall be sufficiently level (e.g., five (5) percent average slope) and well drained to allow active use in summer. No dimension shall be less than fifteen (15) feet.

Section 22. Amendment of OMC 18.12.090. Olympia Municipal Code Section 18.12.090 is hereby amended to read as follows:

18.12.090 Heritage Register - Alteration and Construction

A. Applicability. (See Design Guidelines, Sections 18.105.020 and 18.105.030, Remodeled Historic Buildings.) No person shall construct any new building or structure, or reconstruct, alter, restore, remodel, repair or demolish any existing building or structure which is on the Heritage Register or within a Historic District without review by the Heritage Commission, the Heritage Review Committee, or Joint Design Review, as required by OMC 18.12.070 and 18.76 180. The review shall apply only to exterior or interior features designated as significant and relating to the designation of the property to the Heritage Register and interior features for historically significant interior spaces of public buildings, including privately owned buildings open to the public; provided, that this section shall have no application to ordinary repair and maintenance, including painting, or Emergency Repair measures as defined in Chapter 18.02, Definitions. Violation of this rule shall be grounds for the Heritage Commission to review the property for removal from the Heritage Register. The review shall be based upon OMC ~~18.105.202~~ 18.105.020 and 18.105.030.

Section 23. Amendment of OMC 18.32.105. Olympia Municipal Code Section 18.32.105 is hereby amended to read as follows:

18.32.105 General Provisions - Critical Area Development Regulations

A. This Chapter shall constitute the City of Olympia development regulations for the following critical area categories:

1. General Provisions and standards which apply to the critical area categories are contained in OMC 18.32.100,
2. Drinking Water (Wellhead) Protection Areas provisions are contained in OMC 18.32.200,
3. Important Habitats and Species provisions are contained in OMC 18.32.300,
4. Stream and Important Riparian Areas provisions are contained in OMC 18.32.400,
5. Wetlands and Small Lakes provisions are contained in OMC 18.32.500, and
6. Landslide Hazard Areas; provisions are contained in OMC 18.32.600.

B. The development regulations for Frequently Flooded Areas are contained in OMC 16.06.

C. The development regulations for Erosion Hazards Areas are contained in OMC 13.16.

D. The development regulations for ~~Aquifer Recharge Protection~~ Drinking Water (Wellhead) Protection Areas are contained in OMC 18.32.200 and 18.40.080 ~~and OMC 14.20~~.

E. The development regulations for Marine Shorelines and Lake Shorelines as defined by the Shoreline Management Act are contained in OMC 14.08.

Section 24. Amendment of OMC 18.32.205. Olympia Municipal Code Section 18.32.205 is hereby amended to read as follows:

18.32.205 Drinking Water (Wellhead) Protection Areas - Applicability and Designation

A. "Drinking Water (Wellhead) Protection Area" shall include the surface and subsurface area surrounding a water well or well field supplying a public water supply system with over one thousand (1,000) connections through which contaminants are reasonably likely to move toward and reach such well or well field within six (6) months, and one (1), five (5), and ten (10) years; for which the water purveyor has adopted a wellhead protection plan; and which said plan has been either formally proposed by the City to the Washington Department of Health pursuant to WAC 246-290-135 (3) ~~and~~ and WAC 246-290-100 (2) or approved by the Washington State Department of Health. ~~See Figure 1.~~

The periods of time (six months and one, five and ten years) for movement of a contaminant toward a ~~drink-of-wazter~~ drinking water well define "time-of-travel zones." These zones establish areas around a drinking water source within which these wellhead protection measures apply.

An Extended Capture Zone can be designated outside the ten year zone if it is determined that surface water flows within that zone will discharge into the Wellhead Protection Area. All of the capture zones are considered part of the Drinking Water (Wellhead) Protection Zone.

Maps adopted pursuant to WAC 246-290-135 (3) and WAC 246-290-100 (2) which are hereby adopted by reference as though fully set forth herein, shall constitute the ~~Drining-Drinking~~ Drinking Water (wellhead) Protection Areas. Three copies of these maps shall be kept on file in the office of the City Clerk.

Section 25. Amendment of OMC 18.32.225. Olympia Municipal Code Section 18.32.225 is hereby amended to read as follows:

18.32.225 Drinking Water (Wellhead) Protection Areas - Minimum Mitigation Standards

A. Every application for a non-exempt development permit within a drinking water (wellhead) protection area shall meet these minimum standards for mitigation:

1. If the proposal indicates the use, storage, handling or disposal of hazardous materials above the minimum quantity thresholds listed in 18.32.235, the applicant shall submit a hazardous materials management (spill) plan as outlined in 18.32.235.

2. Landscaping and irrigation plans that mitigate the leaching of soluble contaminants into groundwater. These plans shall meet the requirement of OMC 18.36 and in addition incorporate the following requirements:

a. Within the landscape plans, the Stormwater Operations and Maintenance Agreement, and the Conditions, Covenants and Restrictions regarding fertilizers, insert the following specific passage, "Only slow release fertilizers shall be applied for the life of the development at a maximum amount of 4 lbs of nitrate as Nitrogen annually and no more than 1 lb. per application for every 1,000 square feet of turf grass. Only fertilizer formulas with a minimum of 50% water insoluble form of nitrogen are permitted for use. Approved water insoluble forms of nitrogen include sulfur and/or polymer coated fertilizers, Isobutylidene Diurea (IBDU), Methylene Urea and Ureaform, and organic fertilizers ~~registered~~ registered with Washington Department of Agriculture."

b. The total turf area of the development will be ~~imited~~ limited to 25% of the total regulated landscaped area. All additional plantings will include native and/or drought tolerant plants as listed in the Thurston County Common Sense Gardening Plant List or a similar list approved by the above department.

c. Irrigation systems shall be designed and managed to maximize efficient use of water. Lawns will not be watered more than a depth of 1 inch per week over the area of turf. An irrigation consultation will be required at the time the irrigation system is installed to determine precipitation rates and uniformity of system. Consultations will be conducted by an Irrigation Association Certified Landscape Irrigation auditor.

3. A well inventory report. Any existing wells shall be identified on a map, with an assessment of their condition, photographs and well logs (if available). Wells that are not being used for ongoing domestic water use, irrigation or monitoring will be decommissioned by the applicant following the procedures in WAC 173-160-381.

4. A grant to the Department for the purposes of:

a. Providing pollution prevention outreach to residents, employees, and contractors. Access may include but is not limited to: interpretive sign installation, model home displays, demonstration sites, conducting interviews and surveys, observing practices, and distributing informational materials.

b. Ensuring compliance with items described under 18.32.225, section A above.

c. The grant of access shall be included in the Stormwater Operations and Maintenance Agreement and the Conditions, Covenants, and Restrictions for the project.

B. A dedicated groundwater monitoring well is required in situations where infiltration of stormwater is proposed, or where other groundwater contamination risks or monitoring needs are identified. The wells will be installed and equipped by the applicant to city standards.

C. The city may allow alternatives to the minimum mitigation standards described in this section in unique conditions and on a case-by-case basis when the applicant demonstrates that:

1. The project has been evaluated by a Hydrogeological Report as described in OMC 18.32.230; and

2. Based upon the Hydrogeological Report and the best available science the proposed alternative mitigation measures will be adequate to protect the drinking water source.

Section 26. Amendment of OMC 18.32.500. Olympia Municipal Code Section 18.32.500 is hereby amended to read as follows:

18.32.500 Wetlands and Small Lakes - Purpose and Intent

In order to protect the natural function of wetlands and "small lakes" for floodwater storage, floodwater conveyance, sediment control, pollution control, surface water supply, aquifer recharge, wildlife habitat, and recreation, those lands with wetlands and "small lakes" or which lie within three hundred (300) feet of wetlands and "small lakes" shall be subject to the standards in OMC 18.32.505 through OMC ~~13.32.595~~ 18.32.595.

Section 27. Amendment of OMC 18.75.060. Olympia Municipal Code Section 18.75.060 is hereby amended to read as follows:

18.75.060 Reconsideration of hearing examiner decision

Decisions of the hearing examiner ~~on an administrative appeal~~ may be reconsidered. Further, prior to issuing a decision, the Examiner may reconvene any hearing or continue any other proceeding in such manner as the Examiner deems appropriate to ensure a fair, timely, and reasoned decision.

A. After issuance of a final decision any party, including the Department of Community Planning and Development, may file a motion for reconsideration on an appeal to the Hearing Examiner in accordance with subsection (B) of this Section. Such motion must be filed within ten days of service of the final decision. The original of the motion for reconsideration shall be filed at the Community Planning and Development Permit Center with a copy to the Olympia City Attorney's Office. At the same time, copies shall be served on all parties of record. Within five days of filing the motion for reconsideration, a party may file an answer to the motion for reconsideration without direction or request from the ~~board~~ Hearing Examiner. The Hearing Examiner may require other parties to supply an answer. All answers to motions for reconsideration shall be served on all parties of record.

B. A motion for reconsideration shall be based on at least one of the following grounds:

1. Errors of procedure or misinterpretation of fact or law, material to the party seeking reconsideration;
2. Irregularity in the hearing before the Hearing Examiner by which such party was prevented from having a fair hearing; or
3. Clerical mistakes in the final decision and order.

C. In response to a motion for reconsideration, the Hearing Examiner may deny the motion, modify its decision, or reopen the hearing. A motion is deemed denied unless the Hearing Examiner takes action within 20 days of the filing of the motion for reconsideration. A Hearing Examiner order on a motion for reconsideration is not subject to a motion for reconsideration.

D. A decision in response to the petition for reconsideration shall constitute a final decision and order for purposes of judicial review. Copies of the final decision and order shall be served on each party or the party's attorney or other authorized representative of record, unless the decision is deemed denied following the 20-day time frame set forth in Subsection C of this Section.

E. The time for an appeal to court does not commence until disposition of the motion for reconsideration. If the Hearing Examiner takes no action under subsection (3C) of this Section, the motion for reconsideration is deemed disposed at the end of the 20-day period. The filing of a motion for reconsideration is not a prerequisite for seeking judicial review.

Section 28. Amendment of OMC 18.76.180. Olympia Municipal Code Section 18.76.180 is hereby amended to read as follows:

18.76.180 Joint Review Committee

- A. A Joint Review Committee comprised of five (5) members from the Design Review Board and four (4) members of the Heritage Commission shall act as the Design Review Board for all structures within the design review areas which are listed on the Washington Heritage Register, the National Register of Historic Places or the Olympia Heritage Register.
- B. Members will be appointed to the Joint Review Committee from the Design Review Board and Heritage Commission for a term of one (1) year by the chairs of each body. Members may be reappointed for subsequent one (1) year terms.
- C. The provisions, standards and criteria of OMC 18.12, 18.105.020, ~~18.105.130~~ 18.105.030 shall apply to any project considered by the Joint Review Committee provided that when a structure listed on a historic register is reviewed, the provisions of Section 18.12.090 of the Olympia Municipal Code shall also apply.

Section 29. Amendment of OMC 18.86.080. Olympia Municipal Code Section 18.86.080 is hereby amended to read as follows:

18.86.080 Responsibilities of associations

Recognized neighborhood associations shall:

- A. Provide adequate notice to all members and other eligible participants in their neighborhood of all general membership meetings and the issues to be discussed. Examples of adequate notice include mailings, delivered handbills, or a number of prominent signs.
- B. Establish an orderly and democratic means for making representative decisions.
- C. Establish and follow a clear method for reporting to the City actions which accurately reflect the neighborhood's position. When a neighborhood association presents its official position on an issue to the City, it shall be prepared to identify whether the decision, was reached by the board, a poll of the general membership, or by a vote at a general membership meeting, and the vote for and against the position.
- D. Transmit to the City Manager a copy of the minutes from each annual meeting within sixty (60) days.
- E. Comply with its bylaw provisions as specified in Section ~~18.86.60~~ 18.86.060.
- F. Notify the City Manager of general membership meetings at least five (5) working days in advance.

G. Notify the City Manager in writing of two (2) addresses where it wishes notice to be sent pursuant to this chapter; such designation shall be furnished by the neighborhood association at least annually, or when appropriate.

Section 30. Amendment of OMC 18.16.080. Olympia Municipal Code Section 18.16.080 is hereby amended to read as follows:

18.16.080 Specific development standards

D. Awnings, Marquees or Canopies, and Arcades ("A" Streets). Awnings, marquees, canopies, and other projections are allowed to project into the ROW. See Downtown Building Design Guidelines Projections into the ROW.

1. Intent. Provide pedestrians rain protection, contribute to overall integration of individual buildings within the streetscape, and help define the pedestrian zone. When awnings are used, they should cover the pedestrian clear zone.
2. Awnings, Marquees or Canopies, and Arcade Requirements.
 - a. Coverage allowed in public rights-of-way. Awnings, canopies, or marquees may project into the public rights-of-way (see Downtown Building Design Guidelines - Projections Into the ROW). Arcades must be on private property.
 - b. Types of material allowed. Awnings, marquees, and canopies must be fabric on a retractable frame, metal, glass, or plexiglass. On historic buildings, wood may be used.
 - c. Area and coverage requirements. Awnings, marquees, and arcades shall be provided along the street wall, or that portion of the street wall that abuts or is parallel to the sidewalk. The maximum depth (projection from street wall) for awnings and marquees or canopies is regulated in the applicable Section of the Uniform Building Code. Awnings, marquees, or canopies should extend to the maximum depth allowed by the UBC, with allowance for street tree and street light clearance. (See Figure 16-4 of this Chapter.)
 - d. Height requirements. Except valances, the lower edge of all awnings, marquees, canopies, and arcades must be between the heights of eight (8) and twelve (12) feet above finished grade. Every attempt should be made to make awnings of like heights on a given block.
 - e. Historic buildings. Historic buildings may be reviewed for exceptions to these standards. Exceptions shall be jointly reviewed by the Design Review Board and Heritage Commission, called the Joint Review Committee or the Heritage Commission and Design Review staff. (See Chapter ~~18.84~~18.12 OMC of this Ordinance.)

Section 31. Amendment of OMC 18.72.080. Olympia Municipal Code Section 18.72.080 is hereby amended to read as follows:

18.72.080 Approval and appeal authorities

The project review process for an application or a permit may include review and approval by one or more of the following processes:

A. Department Staff. Individual staff shall have the authority to review and approve, deny, modify, or conditionally approve, among others, Accessory Buildings, Accessory Dwelling Units, Boundary Line Adjustments, Building Permits and other construction permits exempt from the State Environmental Policy Act, Environmental Determinations, Home Occupation Permits, Minor Design Review (including reviews of undersized lots of record), Short Plats creating 2-9 lots, Sign Permits, Certificates of Occupancy, Temporary Use Permits, Time Extensions, Tree Plans, and Shoreline Exemptions, and to provide interpretations of codes and regulations applicable to such projects.

B. Site Plan Review Committee. Pursuant to Chapter 18.60 the Site Plan Review Committee shall have the authority to conduct pre-submission conferences and to grant, conditionally grant, deny, or modify, land use approvals regarding projects for which a public hearing is not required, and to extend the period of approval for land use approval granted by the Committee or by the Hearing Examiner.

C. Design Review Board. The Design Review Board shall have the authority to review and provide recommendations regarding Major Design Review applications and appeals of administrative Minor Design Review decisions pursuant to OMC Chapter ~~18.50~~18.100, Design Review. With respect to design review criteria, the recommendation of the Board shall always be accorded substantial weight by the decision-maker.

D. Olympia Hearing Examiner. Olympia Hearing Examiner shall have the authority vested pursuant to Chapter 18.82, Hearing Examiner.

E. The City Environmental Review Officer shall administer the State Environmental Policy Act (SEPA), OMC Chapter 14.04 Environmental Policy and OMC Chapter ~~14.10 Interim~~18.32 Critical Areas Ordinance.

F. Shoreline Permit Review Process. See OMC Chapter 14.08 and the Shoreline Master Program for the Thurston Region.

G. Subdivision Review Process. See OMC Title 17.

Section 32. Amendment of OMC 18.82.200. Olympia Municipal Code Section 18.82.200 is hereby amended to read as follows:

18.82.200 Public hearing

Prior to rendering a decision or recommendation on any application, the Hearing Examiner shall hold at least one (1) public hearing thereon, except as otherwise provided for in this code. Notice of the time and place of the public hearing shall be given as provided in Chapter 18.78, Public Notification. If none is specifically set forth, such notice shall be given at least ten (10) days prior to such hearing per OMC ~~18.78.40(A, B and C)~~ 18.78.040. Such hearing may be held jointly with that of any other state or local agency so long as such joint hearing is not prohibited by statute, sufficient notice is given, and the necessary information to hold the hearing has been received.

Section 33. Severability. The provisions of this Ordinance are declared separate and severable. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of this Ordinance or application of the provision to other persons or circumstances, shall be unaffected.

Section 34. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 35. Effective Date. This Ordinance shall be in force and effect five days after its passage by the Olympia City Council and publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Nienaber

DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

City of Olympia

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

City Council

Approval of Ordinance Adopting the 2014 - 2019 Capital Facilities Plan (CFP) and Appropriating Funds for 2014

Agenda Date: 12/17/2013

Agenda Number: 4.R

File Number: 13-1011

File Type: ordinance

Version: 2

Status: Second Reading

..Title

Approval of Ordinance Adopting the 2014 - 2019 Capital Facilities Plan (CFP) and
Appropriating Funds for 2014

..Recommended Action

Committee Recommendation:

Move to accept the Finance Committee recommendations on the 2014 - 2019 CFP.

City Manager Recommendation:

Move to approve on second reading an ordinance adopting the 2014 - 2019 Capital
Facilities Plan and appropriating funds for the 2014 year of the plan.

..Report

Issue:

Should the Council adopt the 2014 - 2019 Capital Facilities Plan and appropriate
funds for 2014?

Staff Contact:

Jane Kirkemo, Administrative Services Director, 360.753.8499

Presenter(s):

Jane Kirkemo, Administrative Services Director

Background and Analysis:

The background and analysis information has not changed from the first reading. The budget process began with the Capital Facilities Plan presented in July. The Planning Commission held a public hearing and reviewed the plan in detail. Plus, the Council held two public hearings and several meetings to discuss the CFP.

Since the city of Olympia collects impact fees for the School District, both the Planning Commission and the City Council reviewed the school district CFP. The School District's CFP will be incorporated into the Olympia document. The Finance Committee has reviewed aspects of the CFP at each of their meetings since July. State law requires the budget be adopted no later than December 31st.

The dollar amounts on some projects have changed since the Preliminary CFP was presented due to more definitive cost estimates, receipt of grants or other funding sources. In addition, the City converted a Park Bond Anticipation Note (BAN) to a

Agenda Date: 12/17/2013

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general obligation bond this spring saving approximately \$74,000 in debt service utility tax. (See attachment.) The CFP includes increases in Transportation, Park, and School impact fees. Also included in the CFP for review were edits to the CFP element of the Comprehensive Plan Goals and Policies.

In addition to staff changes, the Council added a "Bike Corridor Pilot Project." Funding for this project is \$72,376 from 2013 Council goal money plus \$27,624 from previously appropriated bike facilities projects.

Neighborhood/Community Interests (if known):

Council held a public hearing to provide an opportunity for all interested individuals and groups to share their comments directly with Council. In addition, Parks and Public Works representatives met with the Coalition of Neighborhood Associations (CNA) to discuss various aspects of the plan.

Options:

Option 1: Approve the 2014 - 2019 Capital Facilities Plan, including the non-substantive changes to the CFP Comp Plan Goals and Policies, and adopt the 2014 Capital budget Ordinance on second reading.

Option 2: Make additional changes to the Capital Facilities Plan or 2014 Capital Budget and pass on second and final reading of the CFP.

Financial Impact:

The total 2014 - 2019 CFP is \$122,112,158 million.

Ordinance No.

AN ORDINANCE ADOPTING THE CITY OF OLYMPIA'S CAPITAL FACILITIES PLAN FOR THE YEARS 2014-2019; APPROPRIATING FUNDS FOR THE 2014 PORTION OF SAID CFP.

WHEREAS, the Olympia City Manager submitted to the City Council a recommended "Capital Facilities Plan," herein referred to as "CFP," for the fiscal years 2014 through 2019; and

WHEREAS, the CFP projects the proposed locations and capacities of expanded or new capital facilities needed to serve growth projected in the city's comprehensive plan, along with a six year plan that will finance such capital facilities and the anticipated capital expenditures required to construct them for said period; and

WHEREAS, the Olympia School District's Capital Facilities Plan is being incorporated as a component of the City's CFP to allow for the collection of school impact fees; and

WHEREAS, the City Council has held hearings and has reviewed the recommended CFP and has made revisions thereto; and

WHEREAS, the revisions made by the City Council have been incorporated into the recommended CFP; and

WHEREAS, the goals and policies are being moved out of Volume III of the Comprehensive Plan and into Capital Facilities Plan; and

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

WHEREAS, the CFP is supported by the staff report, attachments and documents on file with the City;

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

Section 1. That certain document entitled the "Capital Facilities Plan," covering the years 2014 through 2019, 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 therefore, the City Manager shall be authorized to prepare plans and specifications, to take bids and make expenditures for the projects set forth in the CFP during the year for which said projects are scheduled; provided 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 2014 all appropriations and allocations not otherwise closed, completed, or deleted from prior fiscal years' capital budgets.

Section 5. Volume III of the Olympia Comprehensive Plan (Capital Facilities) is repealed in its entirety.

Section 6. The following appropriations are hereby made:

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
Impact Fee Fund	\$666,213		\$666,213	
SEPA Mitigation Fee Fund	76,290		76,290	
Parks & Recreational Sidewalk, Utility Tax Fund	163,258	\$2,297,992	2,461,250	
Real Estate Excise Tax Fund		1,000,000	1,000,000	
Capital Improvement Fund		4,837,514	4,557,314	\$280,200
Water CIP Fund	1,092,257	734,543	1,826,800	
Sewer CIP Fund	1,592,399	741,301	2,333,700	
Storm Water CIP Fund		2,419,600	2,419,600	
TOTALS	\$3,590,417	\$12,030,950	\$15,341,167	\$280,200

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

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

Section 8. Effective Date. This ordinance shall take effect January 1, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Nienaber

DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

2014-2019 Capital Facilities Plan
Changes Since Printing of Preliminary CFP

	Preliminary 2014	Preliminary 2015-2019	Preliminary Total	Changes 2014	Changes 2015-2019	Changes Total	New 2014	New 2015- 2019	New Total
<u>Parks Projects</u>									
New:	None								
Current Projects:									
Community Park Expansion	\$178,000	\$2,015,000	\$2,193,000	\$349,348	\$0	\$349,348	\$527,348	\$2,015,000	\$2,542,348
	<i>Donation and grant received for Isthmus acquisition and building demolition. Of this amount, \$50,000 is currently CDBG Block Grant funds. This is a minimum amount and could be subject to increase based upon CDBG program reconciliation in spring 2014.</i>								
Parks Bond Issue Debt Service	1,510,250	3,950,250	5,460,500	(74,000)	(349,500)	(423,500)	1,436,250	3,600,750	5,037,000
	<i>2011 Bond Anticipation Note (BAN) refinanced, reducing debt service</i>								
Total Parks Changes/Updates Since Preliminary Printed	\$1,688,250	\$5,965,250	\$7,653,500	\$275,348	(\$349,500)	(\$74,152)	\$1,963,598	\$5,615,750	\$7,579,348
<u>Transportation Projects</u>									
New:	None								
Current Projects:									
Bicycle Facilities	\$0	\$800,000	\$800,000	\$72,376	\$0	\$72,376	\$72,376	\$800,000	\$872,376
	<i>\$100,000 Bicycle Neighborhood Corridor Signage project added; funding provided from \$27,624 previously appropriated to this program and \$72,376 from the General Fund Council goal money</i>								
Total Transportation Changes/Updates Since Preliminary Printed	\$0	\$800,000	\$800,000	\$72,376	\$0	\$72,376	\$72,376	\$800,000	\$872,376

2014-2019 Capital Facilities Plan
Changes Since Printing of Preliminary CFP

	Preliminary 2014	Preliminary 2015-2019	Preliminary Total	Changes 2014	Changes 2015-2019	Changes Total	New 2014	New 2015- 2019	New Total
Transportation Impact Fee Projects									
New:	None								
Current Projects:									
Boulevard Road Intersection Impvts	\$444	\$6,259,430	\$6,259,874	\$37,518	\$85,479	\$122,997	\$37,962	\$6,344,909	\$6,382,871
Cain Road & North Street Inters Impvts	0	2,587,454	2,587,454	10	92,690	92,700	10	2,680,144	2,680,154
Fones Road	2,048	15,328,478	15,330,526	13,318	76,834	90,152	15,366	15,405,312	15,420,678
Henderson Blvd & Eskridge Blvd Inters Imp	199	3,193,701	3,193,900	7,649	93,652	101,301	7,848	3,287,353	3,295,201
Log Cabin Road Extension	0	3,801,946	3,801,946	10,931	(23,381)	(12,450)	10,931	3,778,565	3,789,496
West Olympia Access Intchg Justif Rpt	0	1,599,806	1,599,806	0	(1,599,806)	(1,599,806)	0	0	0
<i>Funds appropriated in 2013 - project removed from 2014 CFP</i>						0			
Wiggins Rd & 37th Ave Inters Impvts	247	6,282,809	6,283,056	3,926	94,327	98,253	4,173	6,377,136	6,381,309
<i>All other adjustments are updates to impact fee rates</i>									
Total Transp/Impact Fee Changes/Updates Since Preliminary Printed	\$2,938	\$39,053,624	\$39,056,562	\$73,352	(\$1,180,205)	(\$1,106,853)	\$76,290	\$37,873,419	\$37,949,709

2014-2019 Capital Facilities Plan
Changes Since Printing of Preliminary CFP

	Preliminary 2014	Preliminary 2015-2019	Preliminary Total	Changes 2014	Changes 2015-2019	Changes Total	New 2014	New 2015- 2019	New Total
General Capital Facilities Projects									
New: None									
Current Projects:									
Building Repair and Replacement	\$648,000	\$3,240,000	\$3,888,000	(\$48,000)	(\$240,000)	(\$288,000)	\$600,000	\$3,000,000	\$3,600,000
<i>Major maint fund; large portion of funding that normally goes to this fund went to debt for WA Center Repairs; debt will be paid out of debt service fund</i>									
WA Ctr for Perf Art Bond Repayment	(236,475)	(1,170,425)	(1,406,900)	236,475	1,170,425	1,406,900	0	0	0
<i>Project removed from 2014 CFP; will be paid from debt service fund</i>									
Total General Cap Fac Changes/Updates Since Preliminary Printed	\$411,525	\$2,069,575	\$2,481,100	\$188,475	\$930,425	\$1,118,900	\$600,000	\$3,000,000	\$3,600,000
TOTAL PROJECT CHANGES/UPDATES SINCE PRELIMINARY PRINTED	\$2,102,713	\$47,888,449	\$49,991,162	\$609,551	<b style="color: red;">(\$599,280)	\$10,271	\$2,712,264	\$47,289,169	\$50,001,433

PROJECT FUNDING REPORTS - GENERAL GOVERNMENT PROJECTS

Project Funding Reports - General Government Projects: Parks

PARKS PROJECTS	FUNDING	2014	2015-2019	TOTAL
Community Park Expansion	Impact Fees	\$ 178,000	\$ -	\$ 178,000
	SEPA Fees	\$ -	\$ 15,000	\$ 15,000
	Voted Utility Tax (VUT)	\$ -	\$ 2,000,000	\$ 2,000,000
	Donation	\$ 100,000	\$ -	\$ 100,000
	Grant	\$ 249,348	\$ -	\$ 249,348
Condition Assessment and Major Maintenance Program (CAMMP)	CIP Fund	\$ 170,000	\$ 2,500,000	\$ 2,670,000
Neighborhood Park Acquisition/Develop.	Impact Fees	\$ 50,000	\$ 65,000	\$ 115,000
	SEPA Fees	\$ -	\$ 80,000	\$ 80,000
Parks Bond Issue Debt Service	Voted Utility Tax (VUT)	\$ 1,436,250	\$ 3,600,750	\$ 5,037,000
Percival Landing Phase II Design & Development	Impact Fees	\$ -	\$ 854,000	\$ 854,000
	SEPA Fees	\$ -	\$ 146,000	\$ 146,000
Total Parks		\$ 2,183,598	\$ 9,260,750	\$ 11,444,348

PARKS FUNDING RECAP	FUNDING	2014	2015-2019	TOTAL
	CIP Fund	\$ 170,000	\$ 2,500,000	\$ 2,670,000
	Donation	\$ 100,000	\$ -	\$ 100,000
	Grant	\$ 249,348	\$ -	\$ 249,348
	Impact Fees	\$ 228,000	\$ 919,000	\$ 1,147,000
	SEPA	\$ -	\$ 241,000	\$ 241,000
	Voted Utility Tax (VUT)	\$ 1,436,250	\$ 5,600,750	\$ 7,037,000
Total Parks		\$ 2,183,598	\$ 9,260,750	\$ 11,444,348

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Project Funding Reports - General Government Projects: Transportation

TRANSPORTATION PROJECTS	FUNDING	2014	2015-2019	TOTAL
4th Avenue Bridge Railing Repairs	CIP Fund	\$ -	\$ 399,000	\$ 399,000
Bicycle Facilities (Program #0200)	Grant	\$ -	\$ 600,000	\$ 600,000
	CIP Fund	\$ 72,376	\$ 200,000	\$ 272,376
Capitol Way Sidewalk — Union Avenue to 10th Avenue	Grant	\$ -	\$ 207,000	\$ 207,000
	CIP Fund	\$ -	\$ 138,000	\$ 138,000
Hazard Elimination Safety Projects (Program #0620)	Grant	\$ -	\$ 3,083,290	\$ 3,083,290
	CIP Fund	\$ -	\$ 544,110	\$ 544,110
Parks and Pathways — Neighborhood Pathways	Voted UtilityTax - Parks	\$ 25,000	\$ 125,000	\$ 150,000
	Voted UtilityTax - Pathways/Sidewalks	\$ 100,000	\$ 500,000	\$ 600,000
Parks and Pathways — Sidewalk (Program #0626/Fund #134)	Voted UtilityTax - Pathways/Sidewalks	\$ 900,000	\$ 4,500,000	\$ 5,400,000
	Stormwater Utility Rates	\$ 186,500	\$ 932,500	\$ 1,119,000
Pedestrian Crossing Improvements (Program #0122)	Grant -Federal	\$ -	\$ 40,000	\$ 40,000
	CIP Fund	\$ -	\$ 118,600	\$ 118,600
Sidewalk Construction (Program #0208)	CIP Fund	\$ -	\$ 103,400	\$ 103,400
Street Access Projects — ADA Requirements (Program #0309)	CIP Fund	\$ -	\$ 140,000	\$ 140,000
Street Repair & Reconstruction (Program #0599)	TBD	\$ 620,000	\$ 3,100,000	\$ 3,720,000
	CIP Fund	\$ 954,800	\$ 6,025,000	\$ 6,979,800
	Gas Tax	\$ 275,000	\$ 1,375,000	\$ 1,650,000
Streetlight Conversion to LED	Grant	\$ -	\$ 408,200	\$ 408,200
	Total Transportation	\$ 3,133,676	\$ 22,539,100	\$ 25,672,776

TRANSPORTATION FUNDING RECAP	FUNDING	2014	2015-2019	TOTAL
	CIP Fund	\$ 1,027,176	\$ 7,668,110	\$ 8,695,286
	Gas Tax	\$ 275,000	\$ 1,375,000	\$ 1,650,000
	Grant	\$ -	\$ 4,298,490	\$ 4,298,490
	Grant- Federal	\$ -	\$ 40,000	\$ 40,000
	Stormwater Utility Rates	\$ 186,500	\$ 932,500	\$ 1,119,000
	TBD	\$ 620,000	\$ 3,100,000	\$ 3,720,000
	Voted UtilityTax - Parks	\$ 25,000	\$ 125,000	\$ 150,000
	Voted UtilityTax - Pathways/Sidewalks	\$ 1,000,000	\$ 5,000,000	\$ 6,000,000
	Total Transportation	\$ 3,133,676	\$ 22,539,100	\$ 25,672,776

This CFP is only a planning document; it does not necessarily represent a budget for expenditures.

Project Funding Reports - General Government Projects: Transportation with Impact Fees

TRANSPORTATION IMPACT FEES PROJECTS	FUNDING	2014	2015-2019	TOTAL
2010 Transportation Stimulus Project Repayment	Impact Fees	\$ 438,213	\$ 2,181,112	\$ 2,619,325
Boulevard Road - Intersection Improvements (Program #0628)	SEPA	\$ 37,962	\$ -	\$ 37,962
	Impact Fees	\$ -	\$ 3,584,064	\$ 3,584,064
	Grant	\$ -	\$ 2,760,845	\$ 2,760,845
Cain Road & North Street - Intersection Improvements	SEPA	\$ 10	\$ -	\$ 10
	Impact Fees	\$ -	\$ 1,513,939	\$ 1,513,939
	Grant	\$ -	\$ 1,166,205	\$ 1,166,205
Fones Road—Transportation Program (Program #0623)	SEPA	\$ 15,366	\$ -	\$ 15,366
	Impact Fees	\$ -	\$ 8,702,035	\$ 8,702,035
	Grant	\$ -	\$ 6,703,277	\$ 6,703,277
Henderson Boulevard & Eskridge Boulevard - Intersection Improvements	SEPA	\$ 7,848	\$ -	\$ 7,848
	Impact Fees	\$ -	\$ 1,856,935	\$ 1,856,935
	Grant	\$ -	\$ 1,430,418	\$ 1,430,418
Log Cabin Road Extension - Impact Fee Collection (Program #0616)	SEPA	\$ 10,931	\$ -	\$ 10,931
	Impact Fees	\$ -	\$ 3,778,565	\$ 3,778,565
Wiggins Road and 37th Ave Intersection Improvements	SEPA	\$ 4,173	\$ -	\$ 4,173
	Impact Fees	\$ -	\$ 3,602,268	\$ 3,602,268
	Grant	\$ -	\$ 2,774,868	\$ 2,774,868
Total Transportation Impact Fees		\$ 514,503	\$ 40,054,531	\$ 40,569,034

TRANSPORTATION WITH IMPACT FEES FUNDING RECAP	FUNDING	2014	2015-2019	TOTAL
	Grant	\$ -	\$ 14,835,613	\$ 14,835,613
	Impact Fees	\$ 438,213	\$ 25,218,918	\$ 25,657,131
	SEPA	\$ 76,290	\$ -	\$ 76,290
Total Transportation Impact Fees		\$ 514,503	\$ 40,054,531	\$ 40,569,034

This CFP is only a planning document; it does not necessarily represent a budget for expenditures.

Project Funding Reports - General Government Projects: General Capital Facilities

GENERAL CAPITAL FACILITIES PROJECTS	FUNDING SOURCES:	2014	2015-2019	TOTAL
Building Repair and Replacement (Program # 029)	CIP Fund	\$ 600,000	\$ 3,000,000	\$ 3,600,000
	Total General Capital Facilities	\$ 600,000	\$ 3,000,000	\$ 3,600,000

GENERAL CAPITAL FACILITIES FUNDING RECAP	FUNDING SOURCES:	2014	2015-2019	TOTAL
	CIP Fund	\$ 600,000	\$ 3,000,000	\$ 3,600,000
	Total General Capital Facilities	\$ 600,000	\$ 3,000,000	\$ 3,600,000

Summary of Funding Sources for General Government Projects

FUNDING SOURCES:	2014	2015-2019	TOTAL
CIP Fund	\$ 1,797,176	\$ 13,168,110	\$ 14,965,286
Donation	\$ 100,000	\$ -	\$ 100,000
Gas Tax	\$ 275,000	\$ 1,375,000	\$ 1,650,000
Grant	\$ 249,348	\$ 19,134,103	\$ 19,383,451
Grant - Federal	\$ -	\$ 40,000	\$ 40,000
Impact Fees	\$ 666,213	\$ 26,137,918	\$ 26,804,131
SEPA	\$ 76,290	\$ 241,000	\$ 317,290
Stormwater Utility Rates	\$ 186,500	\$ 932,500	\$ 1,119,000
TBD	\$ 620,000	\$ 3,100,000	\$ 3,720,000
Voted Utility Tax	\$ 1,436,250	\$ 5,600,750	\$ 7,037,000
Voted UtilityTax - Parks	\$ 25,000	\$ 125,000	\$ 150,000
Voted UtilityTax - Pathways/Sidewalks	\$ 1,000,000	\$ 5,000,000	\$ 6,000,000
Total General Government	\$ 6,431,777	\$ 74,854,381	\$ 81,286,158

This CFP is only a planning document; it does not necessarily represent a budget for expenditures.

PROJECT FUNDING REPORTS - UTILITIES PROJECTS

Project Funding Reports - Utilities Projects: Drinking Water

DRINKING WATER PROJECTS	FUNDING SOURCES	2014	2015-2019	TOTAL
Asphalt Overlay Adjustments-Water (#9021)	Rates	\$ 10,500	\$ 52,500	\$ 63,000
Groundwater Protection/Land Acquisition (#9701)	Rates	\$ 100,000	\$ 500,000	\$ 600,000
Infrastructure Pre-Design and Planning Water Program (#9903)	Rates	\$ 21,000	\$ 105,000	\$ 126,000
Small Diameter Water Pipe Replacement (#9408)	Rates	\$ 450,000	\$ 2,250,000	\$ 2,700,000
Transmission & Distribution Projects Water Program (#9609)	Rates	\$ 737,300	\$ 4,621,100	\$ 5,358,400
	General Facility Charges (GFCs)	\$ -	\$ 181,600	\$ 181,600
Water Storage Systems (#9610)	Rates	\$ 508,000	\$ 4,995,300	\$ 5,503,300
	General Facility Charges (GFCs)	\$ -	\$ 3,980,400	\$ 3,980,400
Total Drinking Water		\$ 1,826,800	\$ 16,685,900	\$ 18,512,700

Project Funding Reports - Utilities Projects: Wastewater

WASTEWATER PROJECTS	FUNDING SOURCES:	2014	2015-2019	TOTAL
Asphalt Overlay Adjustments - Sewer Program (#9021)	Rates	\$ 10,500	\$ 52,500	\$ 63,000
Infrastructure Predesign and Planning - Sewer Program (#9903)	Rates	\$ 37,200	\$ 186,000	\$ 223,200
Lift Stations—Sewer Program (#9806)	Rates	\$ -	\$ 660,000	\$ 660,000
	General Facility Charges (GFCs)	\$ 1,100,000	\$ 1,900,000	\$ 3,000,000
Sewer Systems Extensions - Sewer Program (#9809)	Rates	\$ -	\$ 750,000	\$ 750,000
Sewer System Planning - Sewer Program (#9808)	Rates	\$ 21,000	\$ 105,000	\$ 126,000
Replacement and Repair Projects - Sewer Program (#9703)	Rates	\$ 515,000	\$ 2,425,000	\$ 2,940,000
Onsite Sewage System Conversions - Sewer Program (#9813)	General Facility Charges (GFCs)	\$ 650,000	\$ 1,250,000	\$ 1,900,000
Total Wastewater		\$ 2,333,700	\$ 7,328,500	\$ 9,662,200

Project Funding Reports - Utilities Projects: Stormwater

STORMWATER PROJECTS	FUNDING SOURCES:	2014	2015-2019	TOTAL
Aquatic Habitat Improvements - Stormwater (#9024)	Rates	\$ 361,600	\$ 871,100	\$ 1,232,700
Flood Mitigation & Collection - Stormwater (#9028)	Rates	\$ 1,031,200	\$ 4,506,700	\$ 5,537,900
	General Facility Charges (GFCs)	\$ -	\$ 2,015,800	\$ 2,015,800
Infrastructure Pre-Design & Planning - Stormwater (#9903)	Rates	\$ 28,400	\$ 142,000	\$ 170,400
Water Quality Improvements (#9027)	Rates	\$ 346,900	\$ 720,600	\$ 1,067,500
	Stormwater Grants or Loans	\$ 465,000	\$ 2,161,800	\$ 2,626,800
Total Stormwater		\$ 2,233,100	\$ 10,418,000	\$ 12,651,100

Additionally: Included in the Transportation Section are projects funded by transfers from the Stormwater Utility as follows:

PROJECT	2014	2015-2019	TOTAL
Parks and Pathways Sidewalk	\$ 186,500	\$ 932,500	\$ 1,119,000
Total	\$ 186,500	\$ 932,500	\$ 1,119,000

This CFP is only a planning document; it does not necessarily represent a budget for expenditures.

Summary of Funding Sources for Utilities Projects

FUNDING SOURCES:	2014	2015-2019	TOTAL
General Facility Charges	\$ 1,750,000	\$ 9,327,800	\$ 11,077,800
Rates	\$ 4,178,600	\$ 22,942,800	\$ 27,121,400
Stormwater Grants or Loans	\$ 465,000	\$ 2,161,800	\$ 2,626,800
Total Utilities	\$ 6,393,600	\$ 34,432,400	\$ 40,826,000

Combined Summary of Funding Sources for both General Government and Utilities Projects

FUNDING SOURCES:	2014	2015-2019	TOTAL
CIP Fund	\$ 1,797,176	\$ 13,168,110	\$ 14,965,286
Donation	\$ 100,000	\$ -	\$ 100,000
Gas Tax	\$ 275,000	\$ 1,375,000	\$ 1,650,000
General Facility Charges	\$ 1,750,000	\$ 9,327,800	\$ 11,077,800
Grant	\$ 249,348	\$ 19,134,103	\$ 19,383,451
Grant - Federal	\$ -	\$ 40,000	\$ 40,000
Impact Fees	\$ 666,213	\$ 26,137,918	\$ 26,804,131
Rates	\$ 4,178,600	\$ 22,942,800	\$ 27,121,400
SEPA	\$ 76,290	\$ 241,000	\$ 317,290
Stormwater Grants or Loans	\$ 465,000	\$ 2,161,800	\$ 2,626,800
Stormwater Utility Rates	\$ 186,500	\$ 932,500	\$ 1,119,000
TBD	\$ 620,000	\$ 3,100,000	\$ 3,720,000
Voted Utility Tax	\$ 1,436,250	\$ 5,600,750	\$ 7,037,000
Voted UtilityTax - Parks	\$ 25,000	\$ 125,000	\$ 150,000
Voted UtilityTax - Pathways/Sidewalks	\$ 1,000,000	\$ 5,000,000	\$ 6,000,000
Total	\$ 12,825,377	\$ 109,286,781	\$ 122,112,158

This CFP is only a planning document; it does not necessarily represent a budget for expenditures.

City of Olympia

City Council

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

Approval of Ordinance Adopting the 2014 Operating Budget

Agenda Date: 12/17/2013

Agenda Number: 4.S

File Number: 13-1010

File Type: ordinance

Version: 2

Status: Second Reading

..Title

Approval of Ordinance Adopting the 2014 Operating Budget

..Recommended Action

Committee Recommendation:

Move to adopt the budget as amended.

City Manager Recommendation:

Move to adopt the 2014 Operating Budget Ordinance on second reading.

..Report

Issue:

Should the Council adopt the 2014 operating budget ordinance?

Staff Contact:

Jane Kirkemo, Administrative Services Director, 360.753.8499

Presenter(s):

Consent Calendar Item.

Background and Analysis:

The background and analysis information has not changed from the first reading. The budget process begins each year with the Capital Facilities Plan presented in July followed by the Operating Budget in October. The Council held two public hearings, two forums with the Coalition of Neighborhoods, plus several additional meetings to discuss the budget. In addition, the Finance Committee has reviewed various aspects of the budget at each of their meetings this year. This year the Finance Committee implemented Budget 365 and developed a performance report card for Council goals. Both are available on the City's website. By state law the budget must be adopted no later than December 31st.

Attachment 2 outlines the significant changes to the preliminary budget.

Neighborhood/Community Interests (if known):

The council had two community forums on the budget with the Coalition of Neighborhoods. The Planning Commission held a public hearing on the CFP and the Parks and Recreation Commission (PRAC), as well as the Utility Advisory Committee (UAC), each met and discussed various aspects of the budget. In addition, the City Council held a public hearing inviting public input on the budget.

Agenda Date: 12/17/2013
Agenda Number: 4.S
File Number: 13-1010

Options:

Option 1: Approve the Operating Budget Ordinance on second reading.

Option 2: Make additional changes to the budget and pass on second and final reading of the operating budget.

Financial Impact:

The total expenditure budget for 2014 is \$119,852,275.

Ordinance No.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO BUDGETS, FINANCE, AND SALARIES, AND ADOPTING THE 2014 CALENDAR YEAR BUDGET.

WHEREAS, the tax estimates and budget for the City of Olympia, Washington, for the 2014 calendar year have been prepared and filed as provided by the laws of the State of Washington; and

WHEREAS, the preliminary budget was printed for distribution and notice published in the official paper of the City of Olympia, setting the time and place for hearing on the budget and stating that all taxpayers requesting a copy from the City Clerk would be furnished a copy of the preliminary budget to review; and

WHEREAS, the City Council of the City of Olympia, having held a public hearing on the preliminary budget on November 12, 2013, as required by law, and having considered the public testimony presented;

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

Section 1. 2014 Budget. The budget for the calendar year 2014 is hereby adopted in the amounts and for the purposes as shown below; and the following sums, or so much thereof as shall severally be found necessary, are hereby appropriated out of any of the monies in the several funds in the City Treasury hereinafter named.

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
General, Regular Operations	\$73,667	\$62,661,803	\$62,735,470	
General, Special Sub-Funds				
Special Accounts	219,400	1,079,130	1,298,530	
Washington Center	5,000	253,154	258,154	
Municipal Arts	123,000		123,000	
Equip & Facilities Reserve	871,175	658,800	1,529,975	
Total General Fund	1,292,242	64,652,887	65,945,129	
4 th /5 th Avenue Corridor Bridge Loan		565,921	565,921	
LTGO Bond Fund - 2006 Parks		1,197,750	1,197,750	
UTGO Bond Fund – 2009 Fire		1,214,903	1,195,531	19,372
City Hall Debt Fund – 2009	1,032	2,420,886	2,421,918	
2010 LTGO Bond – Street Projects		438,213	438,213	
L.O.C.A.L. Debt Fund – 2010	1	178,280	178,281	
2010B LTGO Bonds - HOCM		405,063	405,063	
2013 LTGO Bond Fund		672,325	672,325	
Water Utility O&M	78,212	11,224,138	11,302,350	
Sewer Utility O&M	274,650	16,947,190	17,221,840	
Solid Waste Utility	386,021	9,591,628	9,977,649	
Storm Water Utility	56,607	4,595,500	4,652,107	
Water/Sewer Bonds		2,041,945	2,027,113	14,832
Equipment Rental	18,285	1,632,800	1,651,085	
TOTALS	\$2,107,050	\$117,779,429	\$119,852,275	\$34,204

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

Section 3. Salaries and Compensation. The salaries and compensation for the City of Olympia employees for the calendar year 2014 shall be as set forth in the "Supplementary Information" section of the 2014 Adopted Operating Budget document, or as the same may be amended by the City Manager as part of his administration of the budget pursuant to Section 2 above.

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

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

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

Section 7. Effective Date. This ordinance shall take effect January 1, 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Nienaber
DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

General Fund Adjustments

REVENUES

Property Tax	
New Construction	(270)
Refund Levy	46,723
Sequestration set aside	11,022
Liquor Excise Tax	43,630
Safety Program transfer	(125,860)
Public Works General Services	36,172
Maintenance Center Rent	<u>32,322</u>
Total Revenue Changes	\$43,739

EXPENDITURES

Animal Services	(4,768)	
eCIVIS website license	9,500	
Safety Program Transfer	(125,897)	Direct charge to Worker's comp
NLC membership	(462)	
Public Works General Services	36,172	
1 Building Plans Examiner FTE	100,485	Development fees were increased \$365,000. FTE needed to cover increased workload (salary & benefits)
¼ Urban Forester	30,000	
Transfer to CFP	<u>72,376</u>	Bikeway Corridor Pilot project- total cost is \$100000
Total Expenditure Changes	\$ (117,406)	

Balance Available (needed)	\$(73,667)	This is the amount remaining in the 2013 Council Goal Fund
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Capital Facilities Plan

REVENUES

Transfer from General Fund	\$72,376	(transfer from 2013 council goal money.)
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EXPENDITURES

BPAC Bike corridor proposal	\$100,000	
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Balance Available (needed)	-0-	(\$27,624 will be transferred from current bike facilities project to generate \$100000)
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City of Olympia

City Council

City Hall
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Proposed Amendment of 2013 Community Development Block Grant (CDBG) Action Plan to include Section 108 Loan for Downtown Safety Improvements

Agenda Date: 12/17/2013

Agenda Number: 5.A

File Number: 13-0985

File Type: public hearing

Version: 2

Status: Public Hearing

..Title

Proposed Amendment of 2013 Community Development Block Grant (CDBG) Action Plan to include Section 108 Loan for Downtown Safety Improvements

..Recommended Action

Committee Recommendation:

Hold a public hearing to consider amendment of the 2013 CDBG Action Plan to include the proposed Section 108 loan for downtown safety improvements

City Manager Recommendation:

Hold a public hearing to consider amendment of the 2013 CDBG Action Plan to include the proposed Section 108 loan for downtown safety improvements. Following the Public Hearing, keep the written record open until 5:00 p.m., Monday, January 6, 2014.

..Report

Issue:

Should the city amend its 2013 CDBG Action Plan to include the proposed Section 108 loan for downtown safety improvements, including alley lighting and pedestrian improvements?

Staff Contact:

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

Presenter(s):

Leonard Bauer, Deputy Director, CPD

Background and Analysis:

The City created a Section 108 Loan Program in 2012. The HUD Section 108 loan guarantee program enables local governments to obtain federally guaranteed loans by pledging their current and future CDBG allocations as security for low-interest loans. The City may also provide Section 108 loan funds to private parties for eligible activities. Under this program, communities can borrow up to five times their most recent CDBG award for eligible projects that meet the national CDBG objectives. Unlike annual CDBG awards, these Section 108 loans must be repaid within 20 years.

HUD has approved Olympia's Section 108 Loan Guarantee Fund in the amount of \$1,756,000. The loan fund will continue to be available through September 30, 2018,

Agenda Date: 12/17/2013

Agenda Number: 5.A

File Number: 13-0985

or until all funds are expended. The city may access the loan fund for eligible activities pursuant to 24 CFR 570.703, including land acquisition, clearance, demolition, removal, site preparation, housing rehabilitation eligible under 570.202, economic development activities, or public facilities.

Olympia's first loan must be completed by April 30, 2014, for the City to remain eligible to continue its Section 108 Loan Guarantee Fund. To allow for HUD's 90-day review time for a proposed loan, a City Council decision on whether to submit a Section 108 loan project is needed by mid-January 2014, after receiving public comments. This public hearing is part of a 30-day public comment period December 6, 2013 - January 6, 2014. Information on how to submit written comments during that period is available at: <http://olympiawa.gov/city-services/housing-social-service.aspx>

Staff investigated numerous potential projects for a Section 108 loan. Attached is a summary of the proposed project recommended by the Community Renewal Area Ad Hoc Committee for downtown alley lighting and pedestrian improvements. The project is located entirely within a census block that is predominantly low/moderate income residents. The project would improve public safety, ADA accessibility, pedestrian travel, and access to the Olympia Center and Family Support Center.

The total estimated project cost is \$325,000 and the Section 108 loan would be for that amount. Repayment of the loan would be pledged from the City's future CDBG federal allocations over a five-year repayment period.

Neighborhood/Community Interests (if known):

The CDBG Action Plan includes projects of interest community-wide.

Options:

1. Conduct public hearing for amendment to 2013 CDBG Action Plan to include the proposed Section 108 loan project.

Financial Impact:

\$ 325,000 in Section 108 loan funds would be awarded to the City for this public project. Repayment of the loan would be pledged from future federal allocations of CDBG funds to the City over a five-year period, and will be backed by the full faith and credit of the City of Olympia. More details on proposed loan terms are available in the attachment.

PROJECT: DOWNTOWN SAFETY INFRASTRUCTURE IMPROVEMENTS	
APPLICANT: CITY OF OLYMPIA	LOAN AMOUNT: \$325,000

PROJECT SUMMARY

The City of Olympia is proposing to make infrastructure improvements to improve public safety and ADA access to specific areas within a 26-block portion of the Downtown Core, in the area bounded by Thurston Avenue on the north, Legion Way on the south, Columbia Street on the west, and Cherry Street on the east (See attached area map). The proposed improvements will consist of two phases:

Phase 1 – Alleyway Lighting Improvements will be provided on currently-unlit alleys within the project area to improve public safety and reduce crime in the affected areas. According to recent crime statistics from the Olympia Police Department, there have been three reports of aggravated assault and three reports of robbery within the affected area in the past year. In addition, there have been over 800 cases of graffiti in the affected area, both within alleys and throughout the project area. The safety lighting will be attached to buildings fronting the alley ways and will be maintained by the City. Permission from neighboring property owners has been obtained, and the owners of those buildings have agreed to pay for the monthly cost of electricity to achieve the safety benefits. The proposed project timeline is anticipated to run from May – November 2014 at a projected cost of \$50,000. Work would be completed by the city Public Works department.

Phase 2 - ADA access and pedestrian sidewalk improvements will occur within this area on the 100 Block of State Avenue, between Capitol Way and Columbia Street, and include the intersection of State Avenue and Columbia Street. Improvements will consist of removal of the existing sidewalk, driveway cuts and street trees and replacement with new 10 foot-wide sidewalks, installation of new street trees in grates and installation of a corner bulb-out, with new ADA access ramps at the southeast corner of State Avenue and Columbia Street. As an add-alternate, the scope will include provision for new ADA access ramps at the northwest and southwest corners of the same intersection if sufficient funds remain in the budget. The proposed project timeline is anticipated to run from May 2014 to December 2015 at a projected cost of \$275,000. Work is to be designed by City engineers within the Public Works department, with construction to be competitively bid to a qualified general contractor.

ELIGIBILITY REVIEW

A. Section 108 eligible Activity under 24CFR 570.703

The proposed public infrastructure and alley lighting improvements are a Section 108-eligible activity under 24CFR 570.703(l) – acquisition, **construction**, reconstruction, rehabilitation **or installation of public facilities, public streets, sidewalks and other site improvements and public utilities.**

B. National Objective under 24 CFR 570.208

The proposed improvements will meet a HUD national objective for Section 108 under 24CFR **570.208(a)(1)(i) LMI Area Benefit** – meaning an activity, the benefits of which are available to all the

residents in a particular area, where at least 51% of the residents are low and moderate income persons (with incomes at or below 80% of Area Median Income). The project area is contained within two census block groups: 53067-010100-1 and 010100-2. These block groups have a household median income of \$14,949 and \$43,378, respectively; which falls well within the 80% area median income limit of \$61,850 for a family of four.

PROPOSED LOAN STRUCTURE:

- 5-year term with a 5-year amortization. Interest rate to float at the 3-month London Inter-Bank Offer Rate (LIBOR) plus 40 basis points (0.4%) as adjusted quarterly. Current LIBOR is at 0.24% as of the week of December 2, 2013.

Repayment:

Repayment will be from annual Community Development Block Grant entitlement proceeds. The anticipated annual payment is expected to use approximately 19% of the annual CDBG entitlement based on the current year amount of \$357,512.

Primary & Secondary Collateral:

- Full faith and credit guarantee of the City of Olympia shall be the primary collateral for the loan.
- A pledge of all current and future City CDBG entitlement funds or funds eligible to be received under Section 570.705(b)(2) shall be the secondary collateral.

Recommended Conditions prior to Closing:

- Public Hearing – authorizing approval of Section 108 proposed loan
- Amendment of the Annual Action Plan to the 2013-2017 Consolidated Plan
- Fulfillment of Citizen Participation requirements
- Completion of HUD Environmental clearance
- Confirmation of project schedules for both phases
- Updated Project budgets
- Receipt of approval from HUD
- Receipt and execution of Loan documents from HUD to City
- Receipt of updated documents (budgets, contracts, other documents) as required by City office of Community Development to satisfy HUD compliance requirements

Principal Repayment Schedule:

Year	Principal
1	64,000
2	65,000
3	65,000
4	65,000
5	66,000
	325,000

CITY OF OLYMPIA Downtown Safety Improvements Project

Census Block Group: 010100-1
Median Income \$14,959*

PROJECT AREA

Census Block Group 010100-2
Median Income: \$43,378*



*80% of Thurston County Median Income for a Family of Four is \$61.850.



Proposed Alleyway Lighting Improvements 2013

100 Block of State Avenue NW
Sidewalk, Street Tree and ADA Ramp Improvements

The Olympia Center

Family Support Center

200

Additive

Base Project

State Ave

Columbia St



40ft

20m



City of Olympia

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601 4th Avenue E.
Olympia, WA 98501
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City Council

Year End Accomplishments Review

Agenda Date: 12/17/2013

Agenda Number: 6.A

File Number: 13-0893

File Type: report

Version: 1

Status: Other Business

..Title

Year End Accomplishments Review

..Recommended Action

City Manager Recommendation:

Celebrate 2013 Accomplishments

..Report

Presenters:

Jay Burney, Assistant City Manager

Steve Sperr, Assistant City Engineer