



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, November 27, 2018

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [18-1134](#) Special Recognition - Proclamation Recognizing Giving Tuesday

Attachments: [Proclamation](#)

3. PUBLIC COMMENT

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

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

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

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A [18-1113](#) Approval of November 13, 2018 City Council Meeting Minutes

Attachments: [Minutes](#)

4.B [18-1116](#) Approval of 2019 Grants to Arts Organizations

Attachments: [Ranking and Award Recommendations](#)

- 4.C [18-1120](#) Approval of a Resolution Authorizing a Multi-Family Housing Limited Property Tax Exemption Agreement for 320 Columbia St NW
Attachments: [Resolution](#)
[Agreement](#)
- 4.D [18-1123](#) Approval of Resolution Authorizing a Funding Agreement with the Low Income Housing Institute for the Plum Street Village Tiny House Project
Attachments: [Resolution](#)
[Agreement](#)
- 4.E [18-1124](#) Approval of Resolution Authorizing a Lease Agreement with the Low Income Housing Institute for the Plum Street Village Tiny Home Project
Attachments: [Resolution](#)
[Agreement](#)

4. SECOND READINGS (Ordinances)

- 4.F [18-1078](#) Approval of an Ordinance Setting the 2019 Ad Valorem Tax
Attachments: [Ordinance](#)
[Estimated 2019 General Fund Revenue by Type](#)

4. FIRST READINGS (Ordinances)

- 4.G [18-1092](#) Approval of an Ordinance Amending Olympia Municipal Code Chapters 2.06 and 2.100 Related to Council Committees and Citizen-Member Boards and Commissions
Attachments: [Ordinance](#)

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A [18-1088](#) Approval of Poet Laureate for 2019-2020
Attachments: [Sparks Application](#)
[Sparks Reading](#)
[Yost Application](#)
[Yost Reading](#)
- 6.B [18-1122](#) 2019 Operating and Capital Budgets Final Budget Review
Attachments: [Finance Committee Recommended Changes](#)

7. CONTINUED PUBLIC COMMUNICATION

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

minutes)

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

8.B CITY MANAGER'S REPORT AND REFERRALS

9. ADJOURNMENT

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



City Council

Special Recognition - Proclamation Recognizing Giving Tuesday

Agenda Date: 11/27/2018
Agenda Item Number: 2.A
File Number: 18-1134

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

Title

Special Recognition - Proclamation Recognizing Giving Tuesday

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize November 27, 2018 as Giving Tuesday.

Report

Issue:

Whether to recognize November 27, 2018 as Giving Tuesday.

Staff Contact:

Susan Grisham, Executive Assistant, 360.753.8244

Presenter(s):

City Council

Background and Analysis:

Giving Tuesday is a global giving movement that has been built by individuals, families, organizations, businesses and communities in all 50 states and in countries around the world. This year, Giving Tuesday falls on November 27. Giving Tuesday is a way to harness the power citizens to transform how people think about, talk about, and participate in the giving season. It is intended to inspire people to take collective action to improve their communities, give back in better, smarter ways to the charities and causes they believe in to help create a better world. Giving Tuesday demonstrates how every act of generosity counts.

Attachments:

Proclamation

PROCLAMATION

WHEREAS, Giving Tuesday was established as a National day of giving on the Tuesday following Thanksgiving; and

WHEREAS, Giving Tuesday is a celebration of philanthropy and volunteerism where people give whatever they can give; and

WHEREAS, Giving Tuesday is a day where citizens work together to share commitments, rally for favorite causes, build a stronger community, and think about other people; and

WHEREAS, it fitting and proper on Giving Tuesday and on every day to recognize the tremendous impact of philanthropy, volunteerism, and community service in the City of Olympia; and

WHEREAS, Giving Tuesday is an opportunity to encourage citizens to serve others throughout this holiday season and during other times of the year; and

NOW THEREFORE, be it resolved that the City of Olympia Council does hereby proclaim November 27, 2018, as

GIVING TUESDAY

in the City of Olympia and encourage all citizens to give back to the community in any way that is personally meaningful.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON, THIS 27TH DAY OF NOVEMBER 2018.

OLYMPIA CITY COUNCIL

***Cheryl Selby
Mayor***



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

City Council

Approval of November 13, 2018 City Council Meeting Minutes

Agenda Date: 11/27/2018
Agenda Item Number: 4.A
File Number: 18-1113

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

Title

Approval of November 13, 2018 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, November 13, 2018

7:00 PM

Council Chambers

1. ROLL CALL

Present: 6 - Mayor Cheryl Selby, Mayor Pro Tem Nathaniel Jones, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Lisa Parshley and Councilmember Renata Rollins

Excused: 1 - Councilmember Jessica Bateman

1.A ANNOUNCEMENTS - None

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [18-1071](#) Special Recognition - Oly on Ice Sponsors and Partners

Parks, Arts and Recreation Director Paul Simmons discussed Oly on Ice and recognized staff, sponsors and partners for the event. The ice rink will be open downtown from November 16 - January 6.

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: CC Coates, Jim Reeves, Kelsey Hulse, Theo Yu, Jon Pettit, Terry Ballard, Nicole Potebnya, and Ron Thomas.

4. CONSENT CALENDAR

4.A [18-1090](#) Approval of November 5, 2018 City Council Meeting Minutes

The minutes were adopted.

4.B [18-1033](#) Approval of a Resolution Authorizing a Contract with Recovery Innovations International for a Crisis Response Team

The resolution was adopted.

4.C [18-1070](#) Approval of a Resolution Amending the Interlocal Agreement between the

City of Olympia and the Olympia Metropolitan Park District (OMPD)

The resolution was adopted.

- 4.D [18-1038](#) Approval of Community Development Block Grant (CDBG) Program Year 2017 Annual Report

The decision was adopted.

- 4.E [18-1068](#) Approval of Bid Award for Woodruff Park Sprayground

The contract was adopted.

4. SECOND READINGS (Ordinances)

- 4.G [18-0962](#) Approval of an Ordinance Amending the Unified Development Code, Title 18, Chapter 18.02 and Chapter 18.44 Antenna and Wireless Communication Facilities for Right of Way Attached Facilities to Add Small Cell Facilities

The ordinance was adopted on second reading.

- 4.H [18-1040](#) Approval of an Ordinance Related to Missing Middle Housing

The ordinance was adopted on second reading.

Approval of the Consent Agenda

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

Aye: 6 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Gilman, Councilmember Parshley and Councilmember Rollins

Excused: 1 - Councilmember Bateman

4. FIRST READINGS (Ordinances) - None

PULLED FROM CONSENT CALENDAR

- 4.F [18-0301](#) Approval of an Ordinance Adopting a Pavement Restoration Fee

Councilmember Cooper asked the agenda setting team and Land Use & Environment Committee Chair to decide whether the topic needs to be discussed in Executive Session, or whether a side by side comparison with the Puget Sound Energy (PSE) franchise agreement would be enough for the Council to move forward.

Land Use & Environment Committee Chair Gilman expressed appreciation for the pull to

give staff time to have additional discussion with PSE. Next steps will depend on the outcome of that discussion.

The items was pulled for clarification and action at a later date.

5. PUBLIC HEARING

5.A [18-0151](#) Public Hearing on the 2020-2025 Six-Year Transportation Improvement Program

Public Works Project Engineer David Smith gave an overview of the Six Year Transportation Improvement Program.

Mayor Selby opened the hearing at 8:02 p.m. The following people spoke: CC Coates and Bill Taylor. The hearing closed at 8:06 p.m.

The public hearing was held and closed. Public comment will be allowed until 5:00 p.m. November 30, 2018.

5.B [18-1078](#) Public Hearing and Approval of an Ordinance Setting the 2019 Ad Valorem Tax

Fiscal Services Director Nanci Lein gave an overview of the 2019 Ad Valorem Tax.

Mayor Selby opened the public hearing at 8:16 p.m. No one spoke, so the public hearing was closed.

Councilmembers asked clarifying questions.

Councilmember Cooper moved, seconded by Mayor Pro Tem Jones, to approve the ordinance setting the 2019 ad valorem tax in the amount of \$17,895,127.56 for the City's regular levey (including refunds) and \$1,200,678 for the excess levy on the fire bonds (including refunds), and forward to second reading. The motion carried by the following vote:

Aye: 6 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Gilman, Councilmember Parshley and Councilmember Rollins

Excused: 1 - Councilmember Bateman

5.C [18-1067](#) Public Hearing on the 2019 Preliminary Operating Budget and Preliminary Capital Facilities Plan (CFP) and 2019-2024 Financial Plan

City Manager Steve Hall and Administrative Services Director Debbie Sullivan gave an overview 2019 Preliminary Operating Budget and Preliminary Capital Facilities Plan (CFP) and 2019-2024 Financial Plan.

Mayor Selby opened the public hearing at 8:35 p.m. The following people spoke: CC Coates and Kris Tucker. The hearing was closed at 8:38 p.m.

The public hearing was held and closed. Public comment will be allowed until 5:00 p.m. November 30, 2018.

6. OTHER BUSINESS

6.A [18-1066](#) Discussion of the Preliminary 2019 Operating and Capital Budgets

Mr. Hall and Ms. Sullivan discussed the Preliminary 2019 Operating and Capital Budgets.

Councilmembers asked clarifying questions.

The discussion was completed.

6.B [18-1084](#) Approval of a Resolution Authorizing Payment of the Necessary Expenses for Defense of Mayor Cheryl Selby in a Judicial Proceeding Convened to Determine the Sufficiency of Recall Charges

Deputy City Attorney Annaliese Harksen discussed the request for defense of Councilmembers related to a recall charge and gave an overview of the recall process.

Councilmembers asked clarifying questions.

Councilmember Gilman moved, seconded by Mayor Pro Tem Jones, to approve a resolution authorizing payment of the necessary expenses for defense of Mayor Cheryl Selby in a judicial proceeding convened to determine the sufficiency of recall charges. The motion carried by the following vote:

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

Excused: 1 - Councilmember Bateman

Recused: 1 - Mayor Selby

6.C [18-1085](#) Approval of a Resolution Authorizing Payment of the Necessary Expenses for Defense of Mayor Pro-Tem Nathaniel Jones in a Judicial Proceeding Convened to Determine the Sufficiency of Recall Charges

Mayor Selby moved, seconded by Councilmember Parshley, to approve a resolution authorizing payment of the necessary expenses for defense of Mayor Pro Tem Nathaniel Jones in a judicial proceeding convened to determine the sufficiency of recall charges. The motion carried by the following vote:

Aye: 5 - Mayor Selby, Councilmember Cooper, Councilmember Gilman, Councilmember Parshley and Councilmember Rollins

Excused: 1 - Councilmember Bateman

Recused: 1 - Mayor Pro Tem Jones

- 6.D** [18-1086](#) Approval of a Resolution Authorizing Payment of the Necessary Expenses for Defense of Councilmember Jessica Bateman in a Judicial Proceeding Convened to Determine the Sufficiency of Recall Charges

Councilmember Cooper moved, seconded by Councilmember Parshley, to approve a resolution authorizing payment of the necessary expenses for defense of Councilmbmer Jessica Bateman in a judicial proceeding convened to determine the sufficiency of recall charges. The motion carried by the following vote:

Aye: 6 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Gilman, Councilmember Parshley and Councilmember Rollins

Excused: 1 - Councilmember Bateman

7. CONTINUED PUBLIC COMMUNICATION - None

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

Mayor Selby moved, seconded by Councilmember Cooper, to rescind the appointment of Thomas Carver to the Design Review Board. The motion carried by the following vote:

Aye: 6 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Gilman, Councilmember Parshley and Councilmember Rollins

Excused: 1 - Councilmember Bateman

8.B CITY MANAGER'S REPORT AND REFERRALS

Mr. Hall reported the downtown holiday parade is Sunday November 25. He discussed attending the Heritage Commission meeting tomorrow.

9. ADJOURNMENT

The meeting adjourned at 9:04 p.m.



City Council

Approval of 2019 Grants to Arts Organizations

Agenda Date: 11/27/2018
Agenda Item Number: 4.B
File Number: 18-1116

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

Title

Approval of 2019 Grants to Arts Organizations

Recommended Action

Committee Recommendation:

The Arts Commission recommends approval of the slate of grants to area arts organizations for 2019.

City Manager Recommendation:

Move to approve the slate of grants to area arts organizations for 2019.

Report

Issue:

Whether to approve grants to arts organizations in 2019.

Staff Contact:

Stephanie Johnson, Arts Program Manager, Olympia Parks, Arts & Recreation, 360.709.2678

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Council approved the Grants to Arts Organizations program on August 21, 2018.

For the first round of this opportunity, 14 applications were received, with a total funding request of \$58,160 (total available funding for grants is \$20,000).

Commissioners had the opportunity to review applications beforehand, and each received and completed their rating sheet once arriving at City Hall. They were joined by area artist Sandra Wallace, acting as Citizen at Large. Vice-Chair Timothy Grisham recused himself from conversation or evaluation of The Bridge Project, as he is a current board member, as did Chair Stacey Hicks from the Washington Center for the Performing Arts, where she works on occasion as front of house manager. As such, the final ranking was based on the average score of each applicant.

Due to the amount of requests, Commissioners deliberated and eventually agreed to parse the available \$20,000 in grant funds to the top seven applicants, representing a reduction in funds from

that requested in all but one instance (where the request was \$660 to begin with).

Vice-Chair Grisham moved to forward the Arts Commission recommendation to City Council, seconded by Commissioner Goddu. The motion passed unanimously.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Approve the slate of grants to area arts organizations for 2019.
2. Make alternate recommendations to the slate of grants.
3. Do not approve the grants to area arts organizations for 2019.

Financial Impact:

\$20,000 from the Municipal Art Fund

Attachments:

Ranking and Award Recommendations

2018 TALLY SHEET FOR GRANTS TO ARTS ORGANIZATIONS

Public Record, Potentially Eligible for Release

	SUB-TOTAL	AVERAGE SCORE	RANK	REQUEST	OAC RECOMMENDATION
Olympia Artspace Alliance	209.5	29.9285714	1	\$2,500.00	\$1,840
Olympia Film Collective	196	28	2	\$5,000.00	\$3,500
Arbutus Folk School	195.5	27.9285714	3	\$5,000.00	\$3,500
The Bridge Music Project	165	27.5	4	\$5,000.00	\$3,500
Olympia Family Theater	191	27.2857143	5	\$5,000.00	\$3,500
Animal Fire Theater	189	27	6	\$660.00	\$660
Hummingbird Studio (Kokua)	188	26.8571429	7	\$5,000.00	\$3,500
					\$20,000.00
Olympia Symphony Orchestra	186.5	26.6428571	8	\$5,000.00	
Olympia Film Society	186	26.5714286	9	\$5,000.00	
Washington Center	156	26	10	\$5,000.00	
Ballet Northwest	179	25.5714286	11	\$3,500.00	
Emerald City Music	177.5	25.3571429	12	\$4,000.00	
Harlequin Productions	176.5	25.2142857	13	\$5,000.00	
Masterworks Choral Ensemble	174.5	24.9285714	14	\$2,500.00	



City Council

Approval of a Resolution Authorizing a Multi-Family Housing Limited Property Tax Exemption Agreement for 320 Columbia St NW

Agenda Date: 11/27/2018
Agenda Item Number: 4.C
File Number: 18-1120

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

Title

Approval of a Resolution Authorizing a Multi-Family Housing Limited Property Tax Exemption Agreement for 320 Columbia St NW

Recommended Action

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing the Multi-family Housing Limited Property Tax Exemption Agreement for 320 Columbia St NW and authorize the City Manager to execute the agreement with Condominiums at Columbia St LLC.

Body

Issue:

Whether to approve a Multi-family Housing Limited Property Tax Exemption Agreement for 28 new residential units located at 320 Columbia St NW.

Staff Contact:

Leonard Bauer, Deputy Director Community Planning & Development, 360.753.8206

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Mixed Use Project.

Condominiums at Columbia St, LLC, (represented by Mr. Patrick Rants), is proposing construction of a building at 320 Columbia St NW consisting of 28 residential units on five floors above two floors of parking. The residential area of the building is approximately 65,215 sq. ft. Total building area is approximately 91,255 sq. ft. Condominiums at Columbia St LLC seeks the eight-year tax exemption for the 28 market-rate residential units.

Tax Exemption Code.

State law authorizes the City of Olympia to adopt a multi-family housing tax exemption program

(RCW 84.14). The Multi-Family Tax Exemption provisions contained in Olympia Municipal Code Chapter 5.86 were first passed in August 1997 (Ordinance 5713) with a 10-year property tax exemption for downtown multi-family projects. The ordinance was amended in December 1997 (Ordinance 5734) to add new residential target areas. The State Legislature revised the 10-year exemption into an eight-year market rate or 12-year affordable housing tax exemption. On January 26, 2009, the City Council adopted the eight- and 12-year provisions along with refinements to the residential target areas (Ordinance 6618).

The primary purpose for the law is to provide added incentives to promote construction of housing in key target areas defined within the ordinance. The property tax exemption applies to only the increased value of building housing (new construction). The exemption does not apply to the land or costs associated with any non-housing improvements. The 28 units in this project meet all the requirements to be eligible for a tax exemption, including:

- The housing is located in the Downtown Target Area, which is one of three designated residential target areas adopted by the City Council;
- 50 percent of the space or more is for permanent residential occupancy;
- Four or more new housing units are created;
- The project complies with the City's comprehensive plan, building and zoning codes;
- The construction/rehabilitation will be completed within three years of approval of the application;
- The property was vacant at least 12 months prior to application; and
- No tenant displacement occurred.

Neighborhood/Community Interests (if known):

The project is within the boundaries of the Downtown Neighborhood Association and the Olympia Downtown Association, and of interest to the entire community.

Options:

1. Approve the resolution authorizing the Multi-family Housing Limited Property Tax Exemption Agreement and authorize the City Manager to execute the agreement with Condominiums at Columbia St, LLC.
2. Do not approve the resolution. Remove the item from the Consent Calendar and provide further direction to staff.

Financial Impact:

Property taxes will continue to be paid on the underlying property, and on the non-residential portion of the new construction. The value of the residential improvements (estimated to be \$28,374,305) will be exempt from Ad Valorem tax for eight years after completion of construction.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT BETWEEN THE CITY OF OLYMPIA (CITY) AND CONDOMINIUMS COLUMBIA ST LLC (APPLICANT)

WHEREAS, the City has an interest in encouraging new construction or rehabilitation of multi-family housing in Residential Target Areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use; and

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various Residential Target Areas for the provision of a limited property tax exemption for new multi-family residential housing; and

WHEREAS, the City has, through Olympia Municipal Code Chapter 5.86, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Thurston County Assessor-Treasurer that the owner is eligible to receive a limited property tax exemption; and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing twenty-eight (28) units of new multi-family residential housing in the Downtown Residential Target Area; and

WHEREAS, the Applicant has submitted to the City preliminary site plans and floor plans for new multi-family residential housing to be constructed on property situated approximately at 320 Columbia St NW, Olympia, WA 98501; and

WHEREAS, the Director of the Department of Community Planning and Development has determined that the improvements will, if completed and operated as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; and

WHEREAS, the Olympia Municipal Code requires an applicant for a limited property tax exemption to enter into a contract with the City, in which the applicant agrees to implement the proposed project on terms satisfactory to the Olympia City Council so as to maintain the improvements' eligibility for the limited property tax exemption;

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

1. The Olympia City Council hereby approves the form of Multi-Family Housing Limited Property Tax Exemption Agreement between the City of Olympia and Condominiums at Columbia St LLC attached hereto as Exhibit A and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the attached Multi-Family Housing Limited Property Tax Exemption Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may

be required and are consistent with the intent of the attached Multi-Family Housing Limited Property Tax Exemption Agreement, or to correct any scrivener's errors.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

Exhibit A

MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2017 by and between Urban Olympia 4 LLC, hereinafter referred to as the “Applicant” and the City of Olympia, Washington, a municipal corporation hereinafter referred to as the “City”.

WITNESSETH:

WHEREAS, the City has an interest in encouraging new construction or rehabilitation of multi-family housing in Residential Target Areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use; and

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various Residential Target Areas for the provision of a limited property tax exemption for new multi-family residential housing; and

WHEREAS, the City has, through Olympia Municipal Code Chapter 5.86, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Thurston County Assessor-Treasurer that the owner is eligible to receive a limited property tax exemption; and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing forty-eight (48) units of new multi-family residential housing in the Downtown Residential Target Area; and

WHEREAS, the Applicant has submitted to the City preliminary site plans and floor plans for new multi-family residential housing to be constructed on property situated approximately at 322 5th Avenue East, Olympia, WA 98501 and described more specifically as follows:

Assessor’s Parcel Number:	78503400500
Legal Description:	Lots 5 & 6 in Block 34 of Sylvester Plat of Olympia, as Recorded in Volume 1 of Plats, Page 14, Records of Thurston County, Washington
Street Address:	322 5th Avenue East, Olympia, WA

Herein referred to as the “Site”; and

WHEREAS, the Director of the Department of Community Planning and Development has determined that the improvements will, if completed and operated as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; and

WHEREAS, the Olympia Municipal Code requires an applicant for a limited property tax exemption to enter into a contract with the City, in which the applicant agrees to implement the proposed project on terms satisfactory to the Olympia City Council so as to maintain the improvements' eligibility for the limited property tax exemption;

NOW, THEREFORE, in exchange for the City's consideration of the applicant's request for a Final Certificate of Tax Exemption, the Applicant and the City mutually agree as follows:

1. Each of the recitals set forth above are by this reference incorporated into this Agreement as fully set forth herein.
2. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
3. The Applicant shall construct on the site multi-family residential housing substantially as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City approval of this Agreement. In no event shall such construction provide fewer than four new multi-family permanent residential units nor shall it provide fewer than half of its total residential units as permanent housing.
4. The Applicant shall complete construction of the agreed upon improvements within three (3) years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension thereof granted by the City.
5. The Applicant shall, upon completion of the improvements and upon issuance by the City of a temporary or permanent Certificate of Occupancy, file with the City's Community Planning and Development Department the following:
 - A. A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - B. A description of the completed work and a statement of qualification for the exemption; and
 - C. A statement that the work was completed within the required three-year period or any authorized extension.
6. Upon the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the applicant's filing of the materials described in Paragraph 5 above, and upon the City's approval of a Final Certificate of Tax Exemption, the City shall file the Final Certificate with the Thurston County Assessor-Treasurer.
7. The Applicant shall, within thirty days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight (8) years, file a notarized declaration with the City's Community Planning and Development Department indicating the following:

- A. A statement of occupancy and vacancy of the multi-family units during the previous year;
 - B. A certification that the property continues to be in compliance with this Agreement; and
 - C. A description of any subsequent improvements or changes to the property.
8. If, during the term of any Final Certificate of Tax Exemption, the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Thurston County Assessor-Treasurer and the City's Department of Community Planning and Development within sixty (60) days of such change in use. The City may, in its sole discretion, revoke and cancel the Final Certificate of Tax Exemption effective on the date of the Applicant's conversion of any of the multi-family residential housing units to another use.
9. The applicant shall notify the City promptly of any transfer of the Applicant's ownership interest in the Site or in the improvements made to the Site under this Agreement.
10. In addition to any other powers reserved to the City by law the City may, in its sole discretion, cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement.
11. No modifications of the Agreement shall be made unless mutually agreed upon by the parties in writing.
12. The venue for any dispute related to this Agreement shall be Thurston County, Washington.
13. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting terms or clause, and to this end, the terms of the Agreement are declared to be severable.

**MULTI-FAMILY HOUSING
LIMITED PROPERTY TAX EXEMPTION AGREEMENT**

THIS AGREEMENT is entered into this ___ day of _____, 2018 by and between Condominiums at Columbia St, LLC, hereinafter referred to as the “Applicant” and the City of Olympia, Washington, a municipal corporation hereinafter referred to as the “City”.

WITNESSETH

WHEREAS, the City has an interest in encouraging new construction or rehabilitation of multi-family housing in Residential Target Areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use; and

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various Residential Target Areas for the provision of a limited property tax exemption for new multi-family residential housing; and

WHEREAS, the City has, through Olympia Municipal Code (OMC) Chapter 5.86, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Thurston County Assessor-Treasurer that the owner is eligible to receive a limited property tax exemption; and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing twenty-eight (28) units of new multi-family residential housing in the Downtown Residential Target Area; and

WHEREAS, the Applicant has submitted to the City preliminary site plans and floor plans for new multi-family residential housing to be constructed on property situated approximately at 320 Columbia St. NW, Olympia, WA 98506 and described more specifically as follows:

County Assessor’s Parcel Number: 78500200100
Legal Description: Lot 1 and 4 in Block 2 of Sylvester Plat of
Olympia as Recorded in Volume 1 of Plats, Page 14,
Records of Thurston County, Washington
Street Address: 320 Columbia St. NW, Olympia, WA

Herein referred to as the “Site”; and

WHEREAS, the Director of the Department of Community Planning and Development has determined that the improvements will, if completed and operated as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; and

WHEREAS, the Olympia Municipal Code requires an applicant for a limited property tax exemption to enter into a contract with the City, in which the applicant agrees to implement the proposed project on terms satisfactory to the Olympia City Council so as to maintain the improvements' eligibility for the limited property tax exemption;

NOW, THEREFORE, in exchange for the City's consideration of the Applicant's request for a Final Certificate of Tax Exemption, the Applicant and the City mutually agree as follows:

1. Each of the recitals set forth above are by this reference incorporated into this Agreement as fully set forth herein.
2. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
3. The Applicant shall construct on the site multi-family residential housing substantially as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City approval of this Agreement. In no event shall such construction provide fewer than four new multi-family permanent residential units nor shall it provide fewer than half of its total residential units as permanent housing.
4. The Applicant shall complete construction of the agreed upon improvements within three (3) years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension thereof granted by the City.
5. The Applicant shall, upon completion of the improvements and upon issuance by the City of a temporary or permanent Certificate of Occupancy, file with the City's Community Planning and Development Department the following:
 - A. A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - B. A description of the completed work and a statement of qualification for the exemption; and
 - C. A statement that the work was completed within the required three-year period or any authorized extension.
6. Upon the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the applicant's filing of the materials described in Paragraph 5 above, and upon the City's approval of a Final Certificate of Tax Exemption, the City shall file the Final Certificate with the Thurston County Assessor-Treasurer.
7. The Applicant shall, within thirty (30) days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of

eight (8) years, file a notarized declaration with the City's Community Planning and Development Department indicating the following:

- A. A statement of occupancy and vacancy of the multi-family units during the previous year;
 - B. A certification that the property continues to be in compliance with this Agreement; and
 - C. A description of any subsequent improvements or changes to the property.
8. If, during the term of any Final Certificate of Tax Exemption, the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Thurston County Assessor-Treasurer and the City's Department of Community Planning and Development within sixty (60) days of such change in use. The City may, in its sole discretion, revoke and cancel the Final Certificate of Tax Exemption effective on the date of the Applicant's conversion of any of the multi-family residential housing units to another use.
 9. The Applicant shall notify the City promptly of any transfer of the Applicant's ownership interest in the Site or in the improvements made to the Site under this Agreement.
 10. In addition to any other powers reserved to the City by law the City may, in its sole discretion, cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement.
 11. No modifications of the Agreement shall be made unless mutually agreed upon by the parties in writing.
 12. The venue for any dispute related to this Agreement shall be Thurston County, Washington.
 13. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting terms or clause, and to this end, the terms of the Agreement are declared to be severable.

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On this ___ day of _____, 2018, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the Managing Member with Condominiums at Columbia St, LLC, a Washington Limited Liability Company, who executed the foregoing instrument and acknowledged the said instrument to be his/her free and voluntary act and deed of said limited liability corporation, for the uses and purposes therein mentioned and on oath stated that he/she is authorized to execute the said instrument on behalf of Condominiums at Columbia St, LLC.

WITNESS my hand and official seal hereto affixed on _____.

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



City Council

Approval of Resolution Authorizing a Funding Agreement with the Low Income Housing Institute for the Plum Street Village Tiny House Project

Agenda Date: 11/27/2018
Agenda Item Number: 4.D
File Number: 18-1123

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

Title

Approval of Resolution Authorizing a Funding Agreement with the Low Income Housing Institute for the Plum Street Village Tiny House Project

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve the resolution authorizing a funding agreement with the Low Income Housing Institute for the Plum Street Village Tiny House Project.

Report

Issue:

Whether to approve the resolution authorizing a funding agreement with the Low Income Housing Institute for the Plum Street Village Tiny House Project.

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

On September 18, 2018, the City Council approved a funding plan for implementing homeless response strategies, including a Plum Street Village tiny house project. The project is to be funded by the City of Olympia, and operated by the Low Income Housing Institute (LIHI). The funding agreement with LIHI must be approved by City Council.

The Council held a study session about the project on October 6, 2018. The site will house at least 40 of Olympia's most vulnerable individuals experiencing homelessness, and residents will be

selected using the Coordinated Entry system. Residents will be housed in wooden tiny houses. Hygiene services (bathrooms, showers and laundry), a communal kitchen area and connection to social services will be provided.

Low Income Housing Institute (LIHI) will be responsible for site set up and the 24/7 management of the site. LIHI's scope of work and budget are shown in the attached funding agreement.

LIHI will host a public information meeting on Thursday, December 6, 2018 at 6:00 p.m. at the Olympia Center, and a subsequent open house. Being a good neighbor and having a positive impact on the community are important pieces of the Management Plan. This will include implementing a "Good Neighbor Policy" and regular meetings of a community advisory board. Village Staff will use tailored services to engage and stabilize individuals, and connect them to permanent housing options.

Neighborhood/Community Interests (if known):

There is significant public interest in the City's actions to address homelessness.

Options:

1. Move to approve the resolution authorizing a funding agreement with the Low Income Housing Institute
2. Modify the funding agreement before approving.
3. Do not approve the funding agreement with the Low Income Housing Institute at this time.

Financial Impact:

One-time set up costs are \$407,000. Annual operating costs are \$562,000, including 24/7 staffing and monthly expenses, such as for utilities. An option for an additional case manager if found necessary at \$56,304 is also included in the agreement.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING
A FUNDING AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE LOW INCOME HOUSING
INSTITUTE FOR ESTABLISHMENT OF A TINY HOUSE VILLAGE.**

WHEREAS, the City of Olympia declared a public health emergency related to homelessness on July 17, 2018;
and

WHEREAS, the City has worked since then to find solutions that will assist in alleviating the homeless crisis in
Olympia; and

WHEREAS, the Low Income Housing Institute (LIHI) is a non-profit entity with experience in assisting those
who are homeless by establishing tiny house villages as transitional housing and connecting residents with
essential services to allow them the best chance of success in transitioning to permanent housing; and

WHEREAS, the City would like to fund the establishment of a tiny house village within Olympia to assist with
addressing the homelessness crisis; and

WHEREAS, the City Council determines it to be in the best interest of the City of Olympia to provide funding to
the non-profit entity LIHI to enable LIHI to establish and operate a tiny house village in Olympia; and

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

1. The Olympia City Council hereby approves the form of Funding Agreement between the City and LIHI
to provide funding to LIHI for the establishment and operation of a tiny house village in Olympia and
the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Funding
Agreement, and any other documents necessary to execute said Agreement, and to make any minor
modifications as may be required and are consistent with the intent of the Agreement, or to correct
any scrivener's errors.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

**FUNDING AGREEMENT
BETWEEN
THE CITY OF OLYMPIA AND LOW INCOME HOUSING INSTITUTE**

This Funding Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and the Low Income Housing Institute, a Washington non-profit corporation ("LIHI").

The City of Olympia declared a public health emergency related to homelessness on July 17, 2018. Since that date, the City has worked to find solutions that will assist in alleviating the homeless crisis in Olympia and to reduce human suffering. LIHI has experience assisting those who are homeless by establishing tiny house villages as transitional housing and connecting residents with essential services to allow them the best chance of success in transitioning to permanent housing.

NOW, THEREFORE, the Parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding to LIHI, a Washington non-profit corporation to enable LIHI to establish and operate a tiny house village in Olympia, Washington.

LIHI will work with residents of the village to ensure they obtain the services necessary to enable each resident to transition to permanent housing within a reasonable period of time.

2. Term/Termination.

The term of this Agreement shall commence on the date of the last authorizing signature affixed hereto and shall continue until December 31, 2019, unless otherwise terminated as provided in this Agreement. Prior to the expiration of the Term, this Agreement for funding may be terminated upon ninety (90) days' notice to LIHI, with or without cause by the City. Once termination notice has been provided, the City shall only be responsible for funding work that is currently in progress and can be completed prior to the date of termination.

3. Location of the Site.

LIHI shall establish a tiny house village located upon City owned property that has been leased to LIHI at Plum Street & Union Avenue in Olympia, the exact location of which is shown on Exhibit "A," and hereafter referred to as "Plum Street Village" or "Village." The site area is approximately 13,000 square feet.

4. Structures on the Site.

The final site plan must be approved by the City of Olympia prior to commencement of construction of tiny houses on site. Plum Street Village shall consist of the following, at a minimum:

- Housing for a minimum of 40 people
 - Each tiny house will be equipped with electrical power, windows, locking door;
 - furniture (bed, chair);
 - necessary fixtures (heat, lighting).
- On-site security;
- 3 Resident Common Areas to include:
 - Case Management Office
 - Two community areas
- 1 Hygiene Trailer:
 - 3 showers
 - 4 toilets – one ADA
 - 1 washer/1 dryer
- 1 Cooking/Eating area:
 - Equipped with kitchen appliances
- Fencing capable of locking surrounding the perimeter of two main areas
 - Six feet high chain link

5. Funding. LIHI will Set-up and Operate a tiny house village to serve a minimum of 40 people, as outlined in Exhibit B, in exchange for reimbursement funding not to exceed the total amount set forth in Exhibit C.

A. Total Funding. The City agrees to fund LIHI in an amount not to exceed One million eighteen thousand three hundred twenty six and No/100 Dollars (\$1,018,326.00).

B. Method of Funding. Funding by the City will be provided on a reimbursement basis only with proper receipts for items purchased or staff employed, accompanying a properly completed invoice, outlined in Exhibit D.

C. LIHI Responsible for Taxes. LIHI shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of LIHI's business operations.

6. Compliance with Laws.

In using the funding authorized under this Agreement, LIHI shall comply with and all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

7. Assurances.

LIHI affirms that it has the requisite training, skill and experience necessary to establish, manage, and operate the Plum Street Village for the purpose stated in this Agreement in a manner that will ensure the stability, safety, and health of residents and that will promote safety in the community. LIHI further affirms that any employees, officers, officials and volunteers are appropriately trained, accredited and licensed by any and all applicable agencies and governmental entities, including but not limited to being licensed to do business in the state of Washington and within the City of Olympia.

8. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that LIHI is operating independently from the City and the City shall be neither liable nor obligated to pay any LIHI employee any benefits provided to City employees such as sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other employment related tax. LIHI shall pay all income and other taxes due for LIHI employees. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to LIHI, shall not be deemed to convert this Agreement to an employment contract. Even though funding for this Agreement may include reimbursement for certain LIHI staff and benefits, LIHI employees shall not be considered employees of the City.

9. Equal Opportunity Employer.

A. In all LIHI services, programs or activities, and all hiring and employment made possible by or resulting from this Funding Agreement, there shall be no unlawful discrimination by LIHI or by LIHI's employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection

for training, including apprenticeship. LIHI shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding nondiscrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the LIHI's breach, may result in ineligibility for further City agreements.

B. In the event of LIHI's noncompliance or refusal to comply with the above nondiscrimination plan, this Agreement may be rescinded, canceled, or terminated in whole or in part, and LIHI may be declared ineligible for further agreements or contracts with the City. LIHI, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, LIHI must complete and return the *Statement of Compliance with Nondiscrimination* attached as Exhibit E. Because the contract amount is over \$50,000, LIHI shall execute the attached Equal Benefits Declaration - Exhibit F.

10. Responsibilities for Communication.

LIHI shall operate the Plum Street Village in a manner consistent with the accepted practices for other similar Tiny House Villages, being particularly mindful of the surrounding neighborhood in which Plum Street Village is sited and its proximity to schools and businesses. LIHI shall:

- Host ongoing community meetings to share information, hear concerns, and answer questions about Plum Street Village, its development and operations.
- Organize a committee made up of neighborhood stakeholders, faith-based organizations, service providers, and businesses, which will provide ongoing advisory input to the Village.
- Engage with interested parties through presentations and educational tools.
- Publicize telephone numbers, email addresses, and staff contacts for any community member seeking to contact the Village or LIHI staff, and LIHI shall respond promptly.
- Organize a public open house of the Village and coordinate tours as needed.
- Respond promptly to any citizen request for documentation relating to the establishment or operations of Plum Street Village or its communications.

11. Indemnification/Insurance.

A. Indemnification / Hold Harmless. LIHI shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors

or omissions of LIHI in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of LIHI and the City, its officers, officials, employees, and volunteers, LIHI's liability hereunder shall be only to the extent of the LIHI's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the LIHI's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. Insurance Term. LIHI shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by LIHI, its agents, representatives, or employees.

C. No Limitation. LIHI's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of LIHI to the coverage provided by such insurance, or otherwise limit the LIHI's recourse to any remedy available at law or in equity.

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

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

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury and advertising injury. The City shall be named as an additional insured under the LIHI's Commercial General Liability insurance policy with respect to the work performed as a part of this Agreement using an additional insured endorsement at least as broad as ISO CG 20 26.

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

4. Professional Liability insurance appropriate to LIHI's profession.

E. Minimum Amounts of Insurance. LIHI shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, with excess or umbrella coverage in the sum of \$10,000,000.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

F. Other Insurance Provisions. LIHI's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of LIHI's insurance and shall not contribute with it.

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

H. Verification of Coverage. LIHI shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of LIHI before commencement of the work.

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

J. Failure to Maintain Insurance. Failure on the part of LIHI to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to LIHI to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due LIHI from the City.

K. City's Full Access to LIHI's Limits. If LIHI maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by LIHI, irrespective of whether such limits maintained by LIHI are greater than those required by this Agreement or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by LIHI.

12. City Contributions to Preparation of the Site.

The City will contribute to the preparation of the Site only as specifically outlined in Exhibit B.

13. Treatment of Assets.

A. Title to all nonexpendable personal property and buildings purchased by LIHI, the cost of which LIHI has been reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the City at the conclusion of this Agreement.

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

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

D. LIHI shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of LIHI, or which results from the failure on the part of LIHI to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

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

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

14. Books and Records/Public Records.

LIHI agrees to maintain books, records, and documents which sufficiently and properly reflect the funding provided by the City for the establishment and operation of Plum Street

Village, as well as direct and indirect costs, related to the performance of this Agreement. In addition, LIHI shall maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. All LIHI records related in any way to this Agreement shall be subject, at all reasonable times, to inspection, review, copying or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

Records prepared, owned, used, or retained by the City that meet the definition of a “public record” in Chapter 42.56 RCW, even if records are created by and in the possession of LIHI, are subject to disclosure under Washington’s Public Records Act. Whether or not the records meet the definition of a public record is the City’s determination. If LIHI disagrees with the City’s determination or believes the records to be subject to an exemption, the City agrees to provide LIHI with ten (10) calendar days to obtain and serve on the City a court order specifically preventing release of such records.

Should LIHI fail to provide records related to this Agreement to the City within ten (10) calendar days of the City’s request for such records, LIHI agrees to indemnify, defend, and hold the City harmless for any public records judgment (including fines and penalties) against the City for failure to disclose and/or release such records, including costs and attorney’s fees. This section shall survive expiration of the Agreement.

15. Non-Appropriation of Funds.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining operations for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

16. General Provisions.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as

it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

D. Assignment. Neither LIHI nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

1. If LIHI desires to assign this Agreement or subcontract any of its work hereunder, LIHI shall submit a written request to the City for approval not less than thirty (30) days prior to the commencement date of any proposed assignment or subcontract.

2. LIHI is responsible for ensuring that any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Agreement.

3. Any technical/professional service subcontract not listed in this Agreement, which is to be charged to this Agreement, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

H. Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

I. Authority. Each individual executing this Agreement on behalf of the City and LIHI represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of LIHI or the City, respectively.

J. Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the establishment or operations is essential to LIHI's performance of this Agreement.

M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law, in equity or by statute.

N. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

O. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

P. Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County Superior Court, state of Washington.

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

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

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

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

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

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

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

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

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

*******SIGNATURES APPEAR ON THE FOLLOWING PAGE*******

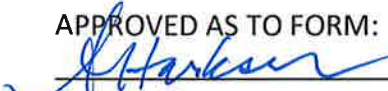
CITY OF OLYMPIA

By: _____

Steven R. Hall, City Manager
P.O. Box 1967
Olympia WA 98507-1967

_____ Date

APPROVED AS TO FORM:



Deputy City Attorney

LIHI

I certify that I am authorized to execute this Agreement on behalf of the Low Income Housing Institute.

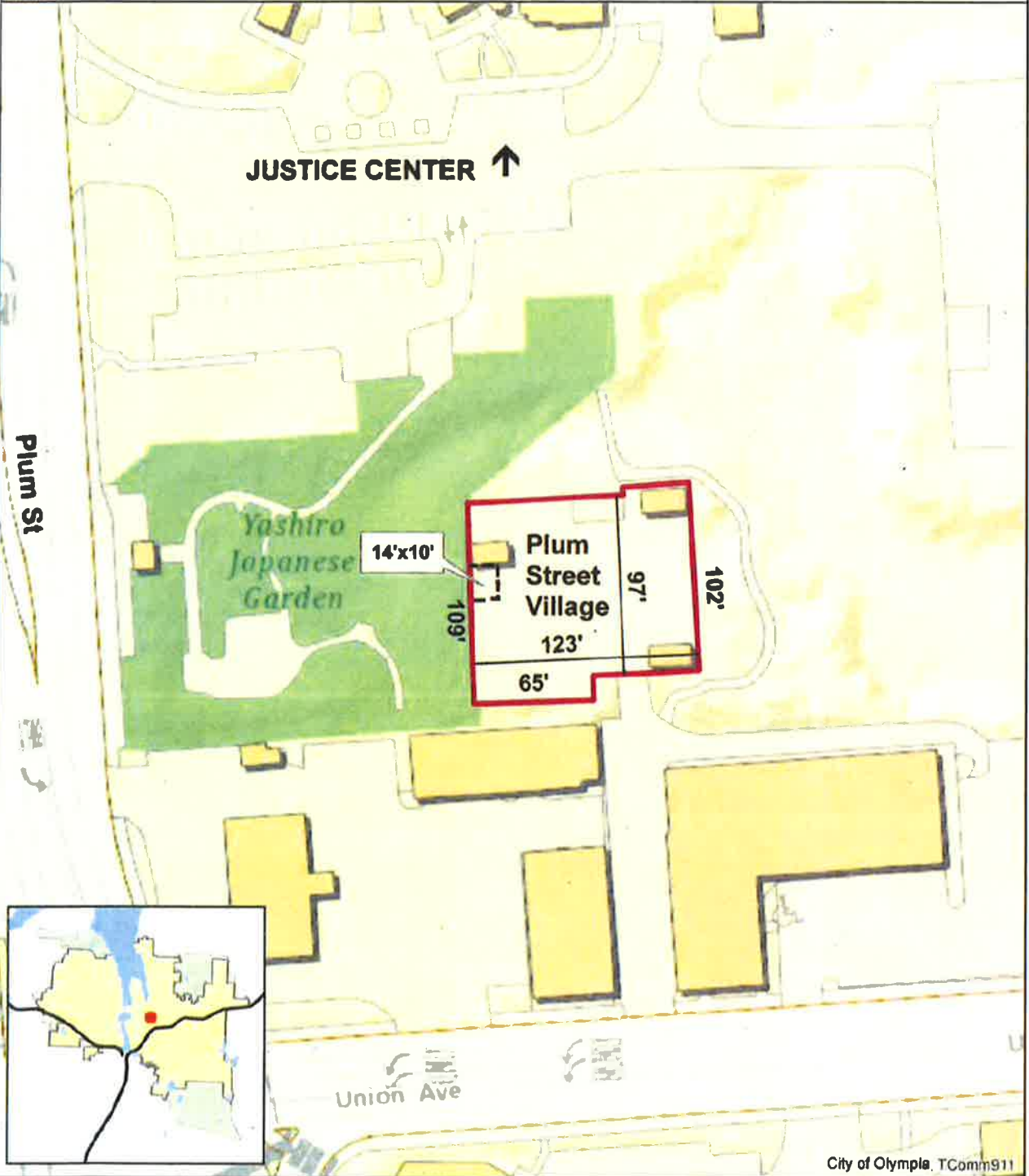
By: _____

Sharon Lee, Executive Director of Low Income Housing Institute
LIHI
2407 First Ave
Seattle, WA 98121
206-443-9935

_____ Date



Plum Street Village Site
Exhibit "A"



City of Olympia, TComm911

0 25 50 Feet
Map printed 11/16/2018

1 inch = 75 feet

Legend

- Plum Street Village
- Pond Filtration System Fence

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



EXHIBIT “B”

LIHI’s SCOPE OF OPERATIONS for PLUM STREET VILLAGE Olympia, WA

I. Overview

The Low Income Housing Institute (LIHI) has been a partner in operating Tiny House Villages and sanctioned encampments in Seattle, WA since 2015. Each village community serves to help residents reclaim their dignity and get on a path to permanent housing by providing a heated and secure structure, kitchen and hygiene facilities, and ready access to case management. As an alternative to traditional shelter, Tiny House Villages are a crisis response to homelessness where tiny houses can be set up quickly and cost effectively.

II. Community Engagement

- Host ongoing community meetings to share information, hear concerns, and answer questions about Plum Street Village development and operations.
- Organize a committee made up of neighborhood stakeholders, faith-based organizations, service providers, and businesses, which will provide ongoing advisory input to the village.
- Engage with interested parties through presentations and educational tools.
- Publicize telephone numbers, email addresses, and staff contacts for any community member seeking to contact the village or LIHI staff, and LIHI shall respond promptly.
- Organize a public open house of the village and coordinate tours as-needed.
- Respond promptly to any citizen request for documentation relating to the establishment or operations of Plum Street Village or its communications.

III. Site Planning and Design

- **Research & Feedback:** Develop locally-suited best practices for site design and layout.
- **Site Design:** Work with the architects, builders, and potential residents to develop a site plan that will accommodate a minimum of 40 residents.
- **Final Site Plan** must be approved by the City of Olympia prior to commencement of construction of tiny houses on site. **Utility Layout:** Work with contractors to determine a cost-effective and efficient utility layout.

IV. Project Management

- Process Flows: Creation of project timelines and tracking of progress for utilities, construction, deliveries, and milestones.
- Construction Management: Manage on-site construction and safety procedures.
- Communication & Updates: Communicate progress and timelines to partners at the city and in the community as necessary.
- Tiny Houses: Secure tiny house production schedule, oversee delivery, and ensure completion of tiny house units to the standards of the municipality.
- Volunteer Coordination: Coordinate directly with volunteers, and oversee work parties and ongoing engagements for volunteers of all skill levels and interest levels.

V. Partnership Coordination

- Make connections between local volunteers and LIHI to help build tiny houses, decorate, create artwork, and assist with donations to Plum Street Village.
- Vocational Training Programs: Work with local and regional pre-apprenticeships and construction education programs to provide meaningful education opportunities while building site infrastructure.
- Local Service Providers: Develop partnerships with local service providers for resident services, volunteer organizing, and site development.
- Faith Community: Coordinate with members and leaders in the faith community for site support, site development, community adoption, and resident advocacy.
- Police, Fire, and Public Health Departments: Work with City and County to ensure compliance with health and safety guidelines, both new and existing.

VI. Contractor Relations

- Identifying Contractors: Identify plumbing, electrical, environmental, and architectural contractors.
- Planning and Implementation: Determine scope of work and project management requirements to establish the site.
- Directing Funds: Collect bids, negotiate contracts, and pay invoices for reimbursement.
- Coordinating Necessary Inspections: Meet all inspection requirements.

VII. Operations

- LIHI Staff Oversight and Support: Hire, onboard, and support staff with a special projects manager and oversight from the LIHI property management team.
- Security: Ensure a secure site with a closed perimeter, monitored entrance, and secure facilities.
- Site Management: Work with residents to ensure cleanliness and adherence to a code of conduct developed by LIHI that is consistent with community expectations.
- Village Resident Community: Work with residents to foster harmony and collaboration within the Village.
- Maintenance: Conduct maintenance visits and perform required maintenance tasks as needed.
- 24/7 Communication: Ensure that LIHI staff are available around the clock to answer questions and communicate with emergency services.
- Intakes: Work with referring service providers on the intake of new residents to the program.
- Food-drive Calendar: Maintain a calendar of food and meal donations.
- Manage Donations: Manage donations and storage of donated supplies within the Village.
- Develop an emergency management plan, addressing weather, fire, and security issues.

VIII. Case Management

- Staff Oversight & Support: Hire, onboard, and support case management staff with LIHI's experienced case management supervisory team.
- Housing Case Management: Help refer residents to transitional and permanent housing using vouchers, Section 8, Social Security, public assistance, earned income and income support.
- Assist residents in filling out necessary paperwork and help each resident through the process requirements to obtain any assistance applicable to the individual resident's situation.
- Education & Health Service Coordination: Connect clients with agencies that improve health and education outcomes and help them through any process requirements to obtain necessary services.
- Data Management: Track intakes, exits, and progress with HMIS reporting procedures.
- Intake Coordination: Coordinate with referring agencies for successful program outcomes.

IX. Administrative

- Insurance: Maintain ample insurance coverage the site and LIHI operations, naming the City of Olympia as an additional insured.
- Accounting: Document purchases, track finances, and bill accurately.
- Hiring: Manage all hiring and staffing needs with LIHI's human resources team.
- LIHI will perform background screening, including national criminal history checks, on all hired staff and volunteers.
- LIHI will perform background screening through the Washington State Patrol as necessary to screen Residents for compliance with LIHI's Residency standards at the Plum Street Village.

SIGNIFICANT MILESTONES:

December – 2018

- Begin infrastructure set-up
- Tiny house deliveries begin
- Public Information meetings with community
- Staff is hired

January - 2019

- Site set-up is complete
- Tiny house deliveries complete
- City has signed off on all work and permitting requirements
- Residents move-in
- Community Advisory Committee Set-up

EXHIBIT "C"

LIHI's BUDGET
for
PLUM STREET VILLAGE
Olympia, WA

INITIAL SETUP EXPENSES - ONE TIME COSTS

Building Materials		\$15,000
Permit Fee		\$500
Tiny Houses		\$75,000
Tiny House Delivery		\$9,000
Common Area Units and Case Manager Office		\$22,000
Security Cameras		\$1,600
Painting		\$4,000
Hand Tools		\$300
Light Fixtures		\$425
Shower Trailer		\$71,500
Plumbing Setup/Shower/Bathroom		\$25,000
First Aid Kit	(2 pcs)	\$120
Cigarette Disposal Containers		\$360
Locker/File Cabinet		\$200
Fire Extinguishers		\$920
Rechargeable Flashlights	(20 pcs)	\$400
Smoke/CO2 Detector Combo	(35x @\$45/1)	1,575
Tables and Chairs	(Donated)	-----
House Furniture	(30x @ \$460/1)	\$16,100
Gravel		\$2,000
Initial Site Clean Up	(Donated)	-----
Labor and Volunteer Recruitment Setup		\$2,000
Fencing and Privacy Screens		\$2,000
Architect Work		\$9,000
Signage	(Entrance)	\$150
Common Area Appliances		\$5,000
Common Area Furniture		\$2,000
Portable Hot Oil Radiator Space Heaters		\$2,100
MISC Set-up		\$5,000
Power Installation/Power Distribution		\$80,000
Project Management		\$52,000
TOTAL		\$405,250

<u>STAFFING</u>	<u>Monthly</u>	<u>12 Months</u>
Village Organizers (3.2 FTE @ \$16)	\$8,874	\$106,488
Village Organizer Benefits	\$2,267	\$27,204
Special Projects Manager (1 FTE @\$25)	\$4,333	\$51,996
Special Projects Manager Benefits	\$925	\$11,100
Temp Relief Staff to Cover Staff Absences	\$1,671	\$20,052
LIHI Maintenance and Support Staff	\$800	\$9,600
Case Manager* (FTE @ \$23)	\$3,986	\$47,840
Case Manager Benefits	\$879	\$10,548
*Additional Case Manager Plus Benefits		\$53,388
Support Services Manager	\$725	\$8,700
Staff Training	\$400	\$4,800
TOTAL	\$24,860	\$351,716

***Additional Case Manager must be pre-approved by City prior to hiring**

RECURRING MONTHLY EXPENSES

<u>Budget Item</u>	<u>Monthly</u>	<u>12 Months</u>
Water/Sewer	\$1,700	\$20,400
Electricity	\$900	\$10,800
Trash Removal	\$2,000	\$24,000
Site Maintenance	\$700	\$8,400
Disposable Cutlery	\$180	\$2,160
Garbage Bags	\$120	\$1,440
Hand Sanitizers	\$130	\$1,560
Daily Meals	\$4,500	\$54,000
Special Needs Food and Supplies	\$100	\$1,200
WIFI	\$410	\$4,920
Smartphones (3)	\$450	\$5,400
Landlines (1) Residents (2) Security	\$260	\$3,120
Office Supplies	\$200	\$2,400
Insurance	\$190	\$2,280
Mileage	\$250	\$3,000
HMIS/Admin/Accounting Fee (15%)	\$4,674	\$56,088
Client Assistance	\$3,500	\$42,000
Admin Fee	\$1,516	\$18,192
TOTAL	\$21,780	\$261,360

ADDITIONAL DETAIL FOR CERTAIN TYPES OF REIMBURSABLE BUDGET ITEMS

Training: Can include such training as CPR, First Aid, use of Norcan, de-escalation, domestic violence, boundary, anti-discrimination, how to work with difficult people. LIHI internal staff trainings. Conferences and workshops may include State Coalition for the Homeless and HMIS. Training for villagers on dispute resolution, domestic violence, financial literacy, anger management.

WIFI: includes 3 hotspots: needed for (1) security and case management staff, (2) community meeting space for residents to access and (3) one hot spot located in far side of village for residents to access.

Telephone line and service: Two land lines. (1) Security office to include fax capability
(2) Residents for local calls only.

Smart phones service: Three smart phones. (1) Special Projects Manager (2) Case Manager (3) Village Organizer/Security Attendant

Mileage: Staff trips include attending meetings and trainings, purchasing supplies, working with clients getting them to appointments, etc.

Client Assistance: Emergency hotel stays, bus or train transportation out of state, first and last month rent to move into housing, moving costs, clothing, shoes and supplies for starting employment, books and tools for school or work, hotel stays in emergency situations, etc.

Administration Fee: This covers items such as human resources, hiring and advertising, management, supervision, administration, program support, fundraising, volunteer coordination, background checks through WSP, etc.

Miscellaneous Set-up: May include items like curtains, awnings, freezer, extra refrigerator, kitchen equipment.

EXHIBIT D

MAIL INVOICE TO
City of Olympia
Attn: City Contract Administrator
P.O. Box 1967
Olympia WA 98507-1967

I N V O I C E

BILLING PERIOD: _____ INVOICE AMOUNT: \$ _____

AGENCY NAME: _____

ADDRESS: _____

SUBSCRIBED this _____ day of _____, 2019.

Signed _____ for _____
(LIHI)

Title: _____

Reimbursement Requested for the following Items for which documentation is attached:

Invoice Requirements

Please provide an itemization of what is being charged to the City's Agreement. If the invoice includes staffing, list staff position, hours, and time period. If the invoice includes reimbursement for supplies, attach documentation of supplies purchased. Attach to this invoice copies of invoices/statements and cancelled checks (or other payment documentation acceptable to the City) for purchases made by LIHI for which reimbursement is being requested and copies of any work performed.

EXHIBIT E

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Indicate below the methods you will employ to ensure that this policy is communicated to your employees, officers, officials, and volunteers, if applicable. LIHI affirms compliance with the City of Olympia's nondiscrimination ordinance and contract provisions. **Please check all that apply:**

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
What type, and how often? _____
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.
What type of meeting, and how often? _____
- If, in addition to two of the above methods, you use other methods of providing notice of nondiscrimination, please list:

- If the above are not applicable to the contract agency or vendor, please check here and sign below to verify that you will comply with the City of Olympia's nondiscrimination ordinance.

Failure to implement the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance.

(Signature)

(Date)

Print Name of Person Signing

<p>Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.</p>	
_____ (Sole Proprietor Signature)	_____ (Date)

EXHIBIT F
EQUAL BENEFITS COMPLIANCE DECLARATION

City agreements or contracts estimated to cost \$50,000 or more shall comply with Olympia Municipal Code, Chapter 3.18. This provision is to ensure that those who contract with the City provide benefits on a non-discriminatory basis. Those who contract with the City must have policies in place prohibiting such discrimination, prior to any contract taking effect.

I declare that the Entity listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind LHI.

Business Name

Signature

Name (please print)

Date

Title



City Council

Approval of Resolution Authorizing a Lease Agreement with the Low Income Housing Institute for the Plum Street Village Tiny Home Project

Agenda Date: 11/27/2018
Agenda Item Number: 4.E
File Number: 18-1124

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

Title

Approval of Resolution Authorizing a Lease Agreement with the Low Income Housing Institute for the Plum Street Village Tiny Home Project

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve the resolution authorizing a lease agreement with the Low Income Housing Institute for the Plum Street Village Tiny Home Project.

Report

Issue:

Whether to approve the resolution authorizing a lease agreement with the Low Income Housing Institute for the Plum Street Village Tiny Home Project.

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

On September 18, 2018, the City Council approved a funding plan for implementing homeless response strategies, including a Plum Street Village tiny house project. The Low Income Housing Institute (LIHI) will lease property owned by the City of Olympia for operation of the facility as described in the attached lease agreement. The lease agreement must be approved by the City Council.

The Council held a study session about the project on October 6, 2018. The site will house at least

forty (40) of Olympia's most vulnerable individuals experiencing homelessness, and residents will be selected using the Coordinated Entry system. Residents will be housed in wood-built tiny houses. Hygiene services (bathrooms, showers and laundry), a communal kitchen area and connection to social services will be onsite.

Neighborhood/Community Interests (if known):

There is significant public interest in the City's actions to address homelessness.

Options:

1. Move to approve the resolution authorizing a lease agreement with the Low Income Housing Institute
2. Modify the lease agreement before approving. This option may affect the start date for construction.
3. Do not approve the lease agreement with the Low Income Housing Institute at this time. This action may affect the start date for construction.

Financial Impact:

The City of Olympia will lease the property to LIHI for an annual cost of One Dollar (\$1) per year based on the public benefit provided.

Attachments:

Resolution Authorizing Lease Agreement with LIHI for Plum Street Village Tiny House Project
Lease agreement with LIHI for the Tiny Home Village Project

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING
A LEASE AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE LOW INCOME HOUSING
INSTITUTE FOR A TINY HOUSE VILLAGE.**

WHEREAS, the City of Olympia declared a public health emergency related to homelessness on July 17, 2018;
and

WHEREAS, the City has worked since then to find solutions that will assist in alleviating the homeless crisis in
Olympia; and

WHEREAS, the Low Income Housing Institute (LIHI) is a non-profit entity with experience in assisting those
who are homeless by establishing tiny house villages as transitional housing and connecting residents with
essential services to allow them the best chance of success in transitioning to permanent housing; and

WHEREAS, the City owns real property located at Plum Street and Union Avenue (the Property) in Olympia
that would be suitable for the purposes of a tiny house village to provide temporary housing for homeless
persons, including a community kitchen, meeting facility, and areas for sanitary shower, toilet, laundry
facilities, solid waste collection, and for other related case management services for the temporary residents
of the tiny house village; and

WHEREAS, the City Council determines it to be in the best interest of the City of Olympia to lease the Property
to the non-profit entity LIHI for a tiny house village; and

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

1. The Olympia City Council hereby approves the form of Lease Agreement between the City and LIHI
for a tiny house village in Olympia and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Lease
Agreement, and any other documents necessary to execute said Agreement, and to make any minor
modifications as may be required and are consistent with the intent of the Agreement, or to correct
any scrivener's errors.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is between the City of Olympia, a municipality organized under the laws of the State of Washington ("Lessor"), and Low Income Housing Institute, a Washington non-profit corporation, also commonly known as LIHI, ("Lessee"), jointly referred to as "the Parties." This Lease shall not be effective until the "Effective Date" (as defined in Paragraph 13.15 below).

RECITALS

Lessor is the owner of a certain real property commonly located at Plum Street & Union Avenue in Olympia, Thurston County, Washington, consisting of approximately 13,000 square feet and shown on Exhibit "A" (general vicinity sketch) attached hereto and by this reference incorporated herein.

Lessee wishes to lease the property from Lessor for the sole purpose of using it for a tiny house village to provide temporary housing for at least forty (40) homeless persons in tiny houses. Lessee will also include on the site a community kitchen, meeting facility, and areas for sanitary shower, toilet, laundry facilities, solid waste collection, and for other related case management services for the temporary residents of the tiny house village.

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

The Parties now enter into this Lease to memorialize the terms and conditions under which Lessor will lease the property to Lessee.

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

1. **Leased Property.** Lessor agrees to lease to Lessee the property located at Plum Street & Union Avenue in Olympia, Thurston County, Washington, located as shown on Exhibit "A" (general vicinity sketch) attached hereto and by this reference incorporated herein. Lessor further agrees that Lessee is granted access to and from the Leased Property upon a road which is also the entrance into the Lee Creighton Justice Center as to that portion lying upon Lessor's real property, and as it appears on Exhibit "A." The Leased Property described in this Paragraph 1 is collectively referred to in this Lease as the "Property."

2. **Use and Occupancy.** The Parties agree that Lessee shall use the Property herein as a site to provide shelter to homeless persons in tiny houses, together with associated facilities for a shared kitchen, meeting facility, sanitary facilities (showers, sinks, toilets and laundry), site management, solid waste, storage, and security, and for no other purpose or use without the

express written consent of Lessor.

3. Term. The term of this Lease shall be for one year, and may be renewed for an additional term upon mutual agreement of the Parties, subject to the terms herein and any modifications or amendments. In the event Lessee ceases to use the Property for the purpose stated herein, the tenancy shall automatically terminate without further notice and the Lessee, shall be required to vacate the property.

4. Acceptance of Property As Is. Lessee accepts and acknowledges use of the Property in its "as is" condition. The Parties agree Lessor will make certain upgrades or improvements to the Property in order to equip the site with adequate water, sewer and electrical service, fencing, solid waste disposal, and security enhancements.

5. Maintenance and Repairs. Lessee shall be responsible for any and all repairs to the Property or structures thereon, including but not limited to appliances, water heater, laundry washer-dryer, electrical, plumbing, roof, carpet, sinks, showers, kitchen appliances and fixtures, interior and exterior paint, flooring or walls, doors or windows, screens, or window coverings, landscaping or rodents or pest control.

6. Utilities. Lessee shall pay and be financially responsible for any and all utility services to the Property, including but not limited to electricity, telephone, cable television, internet or wi-fi access. Lessor shall provide water, sewer, storm water, solid waste and recycling services.

7. Insurance, Indemnification and Hold Harmless Agreement. Lessee shall defend, indemnify and hold harmless Lessor, its agents, officers, officials, employees and volunteers from and against any and all claims, suits, actions, liabilities for injuries, death of any person, or for loss or damages to property which arises out of Lessee's use of the Property, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Property, except only such injury or damage as shall have been occasioned by the sole negligence of Lessor. It is further specifically and expressly understood that the indemnification provided herein constitutes the Lessee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the Lessee and Lessor. The provisions of this paragraph shall survive the expiration or termination of this Lease.

7.1 Concurrent negligence. Should a court of competent jurisdiction determine that this Lease is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Lessee and the Lessor, or their respective officers, officials, agents, employees, and volunteers, the Lessee's liability, including the duty and cost to defend, hereunder shall be only to the extent of Lessee's negligence.

7.2 Insurance term. Lessee shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage or loss to property, which may arise from or in connection with the Lessee's operation and use of the leased Property.

7.3 No Limitation. The Lessee's maintenance of insurance as required by this Lease shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the Lessor's recourse to any remedy available at law or in equity.

7.4 Minimum scope of insurance. The Lessee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The Public Entity shall be named as additional an insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
2. Property insurance shall be written on an all risk basis.

7.5 Minimum amounts of insurance. The Lessee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, and \$10,000,000 of umbrella or excess insurance.
2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

7.6 Other insurance provisions. The Lessee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the Lessor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Lessor shall be excess of the Lessee's insurance and shall not contribute with it.

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

7.8 Verification of coverage. The Lessee shall furnish the Lessor with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Lessee.

7.9 Waiver of subrogation. Lessee and Lessor hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said any building or structures on the Property. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

7.10 Lessor's property insurance. Lessor shall purchase and maintain during the term of the lease all-risk property insurance covering any building or other structures for its full replacement value without any coinsurance provisions.

7.11 Notice of cancellation. The Lessee shall provide the Lessor with written notice of any policy cancellation within two business days of Lessee's receipt of such notice.

7.12 Failure to maintain insurance. Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of the Lease, upon which the Lessor may, after giving five (5) business days' notice to the Lessee to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Lessor on demand.

7.13 Lessor full availability of Lessee limits. If the Lessee maintains higher insurance limits than the minimums shown above, the Lessor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Lessee, irrespective of whether such limits maintained by the Lessee are greater than those required by this Lease or whether any certificate of insurance furnished to the Lessor evidences limits of liability lower than those maintained by the Lessee.

8. Acknowledgment and Acceptance.

8.1 Rent. As a result of negotiations and mutual benefits and consideration exchanged between the Parties, it is agreed that Lessee shall pay Lessor the sum of One Dollar and No Cents (\$1.00) per year as rent. Said rental payment shall be due and payable upon commencement of the Lease.

8.2 Taxes and assessments. In the event a leasehold tax is imposed upon Lessee's tenancy by the State of Washington during the term of this Lease, Lessor agrees to pay said leasehold tax amount to the State of Washington.

8.3 Mechanics' liens. In the event Lessee causes any labor, material or services to be furnished in, on or about the Leased Property, or any part thereof, Lessee hereby agrees to pay, resolve, settle or compromise such liens or claims and to fully satisfy same so as to prevent or remove any liens against Lessor's Property. Lessee will not allow any lien to attach to the Leased Property. Lessee further agrees to fully indemnify and hold harmless the Lessor from any and all claims of liens against the Leased Property incurred by Lessee, including any attorney's fees, costs or other litigation expenses incurred by Lessor in connection with such claims of lien.

8.4 Subleases and other agreements. Lessee shall not enter into any leases, subleases, licenses, or easements with any person(s) or entities for profit or other charge or consideration upon the Leased Property. Lessee agrees that the Leased Property shall be solely used for placement of tiny houses for the homeless, and associated facilities as set forth in Paragraph 2 above, during the term of this Lease.

8.5 Motor vehicle parking. Lessee covenants and agrees that any motorized vehicle of any kind or nature, whether owned or operated by Lessee or its guests, shall be parked on the Property or other legal parking provided by Lessor.

8.6 Storage of personal property. Any personal property of Lessee or its guests shall be stored upon the Leased Property. Lessee shall not store Lessee's or its guests' personal property upon any adjacent property owned by Lessor or others, except with express written consent from Lessor or other property owner.

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

9. Covenants of Lessee. Lessee covenants and agrees as follows:

9.1 Perform obligations. From the effective date of this Lease, Lessee will perform any monetary and non-monetary obligations they have regarding the Leased Property:

9.2 No encumbrances. From the date of this Lease, Lessee will not grant, create, or voluntarily allow the creating of, or amend, extend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option or other right affecting the Leased Property or any part thereof.

9.3 Environmental. Lessee shall defend, indemnify, and hold Lessor harmless with respect to any loss, liability, claim, demand, damage, or expense of any kind, including attorneys' fees, costs, and expenses (collectively, "Loss") arising out of the release or threatened release of Hazardous Substances on, under, above, or about the Leased Property by Lessee, except for any release or threatened release of any Hazardous Substance on, under, above, or about the Leased Property caused or contributed by Lessor, or any employee, agent, or contractor of Lessor.

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

9.5 Compliance with laws. Lessee covenants and agrees to comply with any and all statutes, codes, regulations, covenants or laws that may affect the use and occupancy of the Leased Property. Violation of this covenant by Lessee shall be grounds for termination of this Lease.

9.6 Nuisance or waste. Lessee shall not permit any nuisance upon the Leased Property or permit any waste or destruction of the property.

9.7 Indemnification. Lessee shall pay, protect, pay the defense costs of, indemnify and hold Lessor and its successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) the breach of any representation, warranty or agreement of Lessee set forth in this Lease, (b) the failure of Lessee to perform any obligation required by this Lease to be performed by Lessee, (c) the maintenance, and/or operation of the Leased Property by Lessee not in conformance with this Lease, or (d) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the Lessee, its representatives, agents, employees, contractors or suppliers.

9.8 Access to leased property. Lessee shall permit Lessor or its agents, employees, officials, officers or contractors to access the Property for the purpose of any environmental studies or work for restoration purposes that is required by permitting agencies.

10. Casualty. If any fire, windstorm, earthquake, volcanic eruption or casualty occurs and materially affects all or any portion of the Leased Property on or after the date of this Lease, Lessor is under no duty or obligation to repair, replace or rebuild any structure, dwelling or outbuilding located upon the Leased Property.

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

To Lessor: Steven R. Hall, City Manager
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Email: shall@ci.olympia.wa.us

With a copy to: Mark Barber, City Attorney
City of Olympia
601 4th Ave E
P.O. Box 1967
Olympia, WA 98507-1967
Email: mbarber@ci.olympia.wa.us

To Lessee: Sharon Lee, Executive Director
Low Income Housing Institute
2407 1st Avenue
Seattle, WA 98121
Email: sharonl@lihi.org

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

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

13. Miscellaneous.

13.1 Applicable law. This Lease shall in all respects, shall be governed by the laws of the State of Washington.

13.2 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.

13.3 Modification or amendment, waivers. No amendment, change or modification of this Lease shall be valid, unless in writing and signed by all of the Parties hereto. No waiver of any breach of any covenant or provision in this Lease shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Lease. 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.

13.4 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, and successors, if applicable. No assignment shall be permitted by Lessee of this Lease.

13.5 Entire agreement and no third party beneficiaries. This Lease 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 Lease to any person, firm or corporation other than the immediate Parties.

13.6 Attorneys' fees. Should either party bring suit to enforce the terms of this Lease, 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.

13.7 Construction. Captions are solely for the convenience of the Parties and are not a part of this Lease. This Lease shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it.

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

13.9 Survival. The covenants, agreements, obligations to indemnify, representations and warranties made in this Lease shall survive unimpaired. The Parties agree this Lease shall not be recorded, but a Memorandum of Lease may be recorded at the request of a party.

13.10 Time. Time is of the essence of every provision of this Lease.

13.11 Risk of loss. All of Lessee's personal property, of any kind or description whatsoever that is on the Leased Property shall be at Lessee's sole risk of loss. Lessor shall not insure Lessee's personal property of whatever kind or nature. Any such insurance must be obtained by Lessee.

13.12 Force majeure. Performance by Lessee or Lessor of their obligations under this Lease 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).

13.13 Recitals. The Recitals set forth above are incorporated by this reference into this Lease and are made a part hereof.

13.14 Counterparts. This Lease may be executed in a number of identical counterparts which, taken together, shall constitute collectively one Lease; but in making proof of this Lease, 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 Lease may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, where permitted by law, shall be deemed to be an original signature for all purposes. All executed counterparts of this Lease shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same Lease.

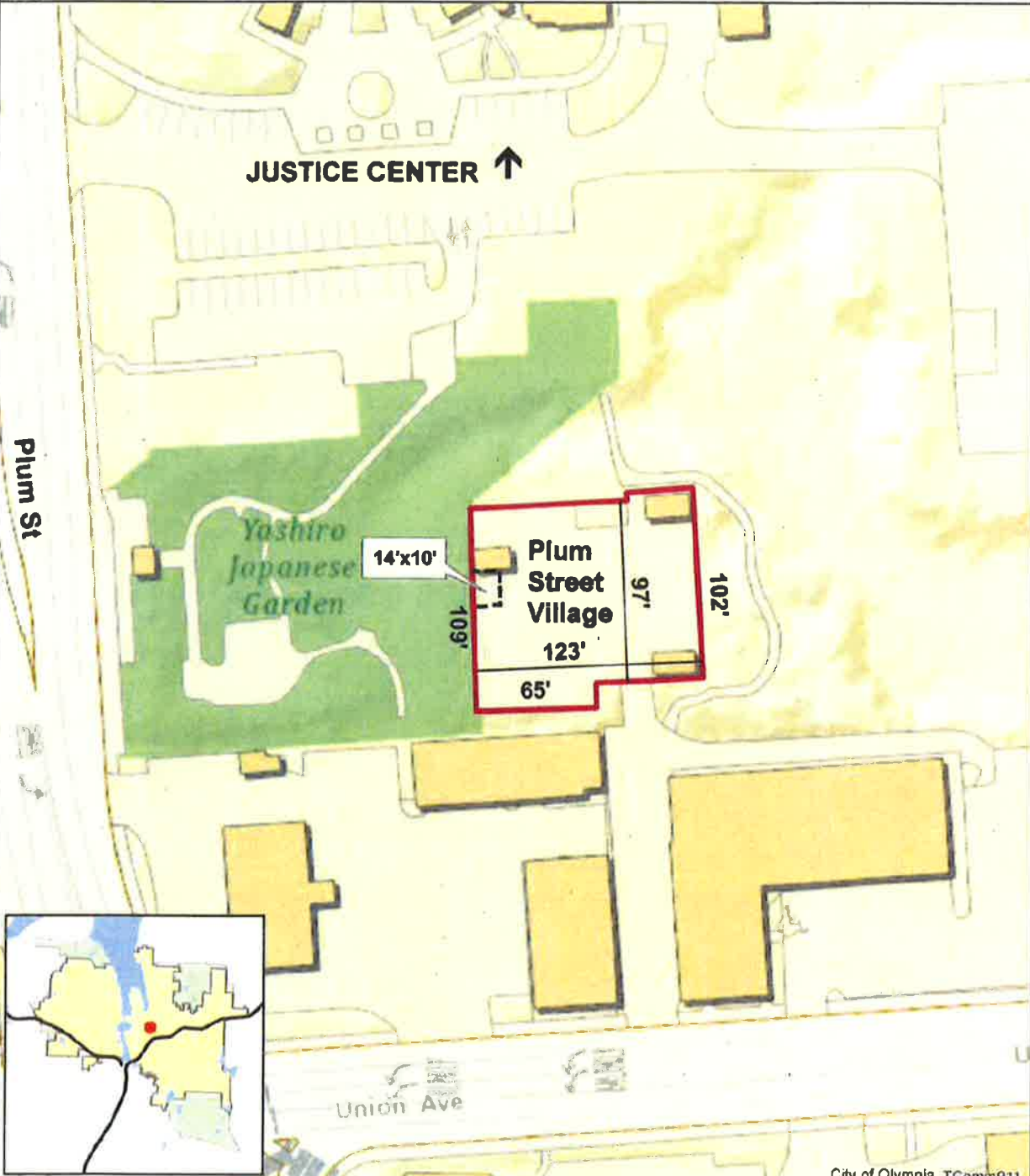
13.15 Effective Date. The term “date of this Lease” or “date hereof” or “Effective Date,” as used in this Lease, shall mean the later of the following dates: (1) the date of Lessor’s signature on this Lease; or (2) the date of Lessee’s signatures on this Lease; or the date of signatures of the attorneys for the Parties to this Lease.

*****SIGNATURES APPEAR ON THE FOLLOWING PAGE*****



Plum Street Village Site

Exhibit "A"



City of Olympia TComm911

0 25 50 Feet

Map printed 11/16/2018

1 inch = 75 feet

Legend

- Plum Street Village
- - - Pond Filtration System Fence

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





City Council

Approval of an Ordinance Setting the 2019 Ad Valorem Tax

Agenda Date: 11/27/2018
Agenda Item Number: 4.F
File Number: 18-1078

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

Title

Approval of an Ordinance Setting the 2019 Ad Valorem Tax

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve the ordinance setting the 2019 Ad Valorem Tax in the amount of \$17,895,127.56 for the City's Regular Levy (including refunds) and \$1,200,678 for the Excess Levy on the Fire bonds (including refunds) on second reading.

Report

Issue:

Move to approve the ordinance setting the 2019 Ad Valorem Tax in the amount of \$17,895,127.56 for the City's Regular Levy (including refunds) and \$1,200,678 for the Excess Levy on the Fire bonds (including refunds) on second reading.

Staff Contact:

Nanci Lien, Fiscal Services Director, Administrative Services, 360.753.8465

Presenter(s):

Nanci Lien, Fiscal Services Director, Administrative Services

Background and Analysis:

Background and analysis has not changed from first reading to second reading.

The City is required to adopt a property tax levy ordinance and file a levy certification with Thurston County by November 30, 2018. If no certification is filed, the County will levy the same amount as 2018.

A public hearing on General Fund revenue sources, including property tax, is required prior to adopting the property tax levy (RCW 84.55.120). The schedule of proposed 2019 General Fund revenues is attached. The hearing occurred on November 13, 2018.

The 2019 general levy is based on a 1% increase over the previous year's levy, plus allowable add on items and a refund levy to be collected in 2019. This year the levy includes an additional \$241,177 of banked capacity from the Public Safety Levy Lid Lift passed in 2017 to fund. The additional revenue will cover the inflationary increases of the public safety base program, a half-time prosecutor to enhance Community Court, and three police vehicles for Neighborhood Liaison Officers.

Once a levy is set there may be adjustments made which lower the amount of taxes to be collected (lower assessed valuations). The amount not collected due to adjustments can be added to the next year's levy as a refund levy.

Estimated Regular Levy for 2019 Collections

The maximum regular levy rate is \$3.325 assuming the Timberland Regional District levied its full levy capacity of \$0.50 per \$1,000 of assessed value. The current levy rate of the District is \$0.38215.

The estimated regular levy for the City's 2019 collections is \$17,740,133 plus a refund levy of \$154,994. The estimated rate per \$1,000 of assessed valuation is \$2.51. The current rate is \$2.6004. Assessed value for 2019 tax collections is estimated at \$7,142,358,174 - an increase of \$452,719,320. Preliminary estimated increase in assessed valuation from new construction (included in above) is \$76,843,810. This will generate about \$199,824 in property tax revenue from new construction.

Additionally, the City will collect property tax to pay debt service on bonds issued with voter approval to fund fire facilities and equipment. In 2008, voters approved an excess levy to pay for a fire station, fire training facility, and equipment. Bonds were issued in 2009. This levy for 2019 will be \$1,200,678 including a refund levy of \$13,639. The estimated levy rate is \$0.17. The 2018 levy for the fire bonds is \$1,200,420. The tax levy to pay the debt service on the fire bonds is not part of the public hearing.

The most current assessment was received on October 12, 2018. The County communicated at that time there may be a slight adjustment and would notify the City by mid-November. As of November 5, the City hadn't received the final number. Any changes to the General Levy and rate will be modest and reflected in the final ordinance.

Neighborhood/Community Interests (if known):

None

Options:

1. Move to approve the ordinance on second reading.
2. Move modify the ordinance.
3. Direct staff to present the ordinance at a future Council meeting. If the ordinance is not delivered to the County by November 30, then the amount of taxes to be levied for 2019 may be limited.
4. Do not pass the ordinance. The County will levy property taxes at the same level as 2018.

Financial Impact:

General Expense Levy

\$14,471,132.43 1% increase over highest legal levy

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

\$ 199,824.02	New construction
\$ 154,994.11	Refund Levy - General Expense
<u>\$ 3,069,177.00</u>	Additional from Public Safety Levy Lid Lift
\$17,895,127.56	Total General Expense Levy

Fire Bond Levy

\$1,187,039	Base Levy
<u>\$ 13,639</u>	Refund Levy
\$1,200,678	Total Fire Bond Levy

Attachments:

Ordinance
Estimated 2019 General Fund Revenue by Type

AN ORDINANCE SETTING THE AD VALOREM TAX AMOUNT AND THE AMOUNT OF INCREASE FOR THE BUDGET YEAR 2019

WHEREAS, the Olympia City Council held a public hearing on November 13, 2018, to consider the City of Olympia ad valorem tax levy for 2019 collections; and

WHEREAS, the City Council, after the hearing and after duly considering all relevant evidence and testimony presented, has determined that the City of Olympia requires an increase in property tax revenue from the previous year, in addition to the increase resulting from additions of new construction and improvements to property, areas added by annexation, and any increase in the value of state-assessed property, in order to discharge the expected expenses and obligations of the City in its best interest; and

WHEREAS, the City issued bonds to pay for a Fire Station, Fire Training Facility, and Equipment, such bonds approved by voters in 2008; and

WHEREAS, the City has a need for an additional \$241,177 for public safety, law enforcement, policy training and recruitment, code enforcements, mental health, and Community Court service; and

WHEREAS, the City of Olympia has been advised by the Thurston County Treasurer that the City of Olympia is eligible for a refund levy of \$154,994.11 related to the general levy; and

WHEREAS, the City of Olympia has been advised by the Thurston County Treasurer that the City of Olympia is eligible for a refund levy of \$13,639.05 related to the Fire Station bond levy; and

WHEREAS, although the City wishes to levy taxes for the year in an amount less than the maximum allowed under its legal levy limit, future levy capacity shall be protected as provided for in RCW 84.55.092, calculated in future years as though the maximum lawful levy amount allowed by the levy limit had been levied, as set forth in WAC 458-19-065; and

WHEREAS, the City is required to certify the amount to be raised by taxation on assessed valuation with the clerk of the county legislative authority by November 30.

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

Section 1. A \$415,152.69 increase in the regular property tax levy is hereby authorized for levy amounts to be collected in 2019, which is an increase of 2.3862684% from the previous year.

This is exclusive of additional revenue resulting from new construction, improvements to property, any increase in the value of state assessed property, and any annexations that have occurred and refunds made.

Section 2. There is hereby fixed as the amount of property tax collections necessary to raise an amount equal to the estimated expenditures less the total estimated revenue from all sources other than ad valorem taxation, the following sum:

OLYMPIA	AMOUNT
General Expense Levy (Regular Property Tax Levy)	\$18,028,950.68
Administrative Refund Levy, General Expense Levy	154,994.11
Subtotal General Expense Levy	\$18,183,944.79
Excess Levy (Fire Station Bonds)	\$1,173,399.95
Administrative Refund Levy, Excess Levy	13,639.05
Subtotal Excess Levy	\$1,187,039.00
Grand Total	\$19,390,983.79

Section 3. On or before the 30th day of November 2018, the City Clerk shall file with the Clerk of the Thurston County Board of Commissioners a certified estimate of the total amount to be raised by the ad valorem tax levied herein on property within the City of Olympia.

ADOPTED THIS _____ day of November 2018.

MAYOR

MAYOR PRO-TEM

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

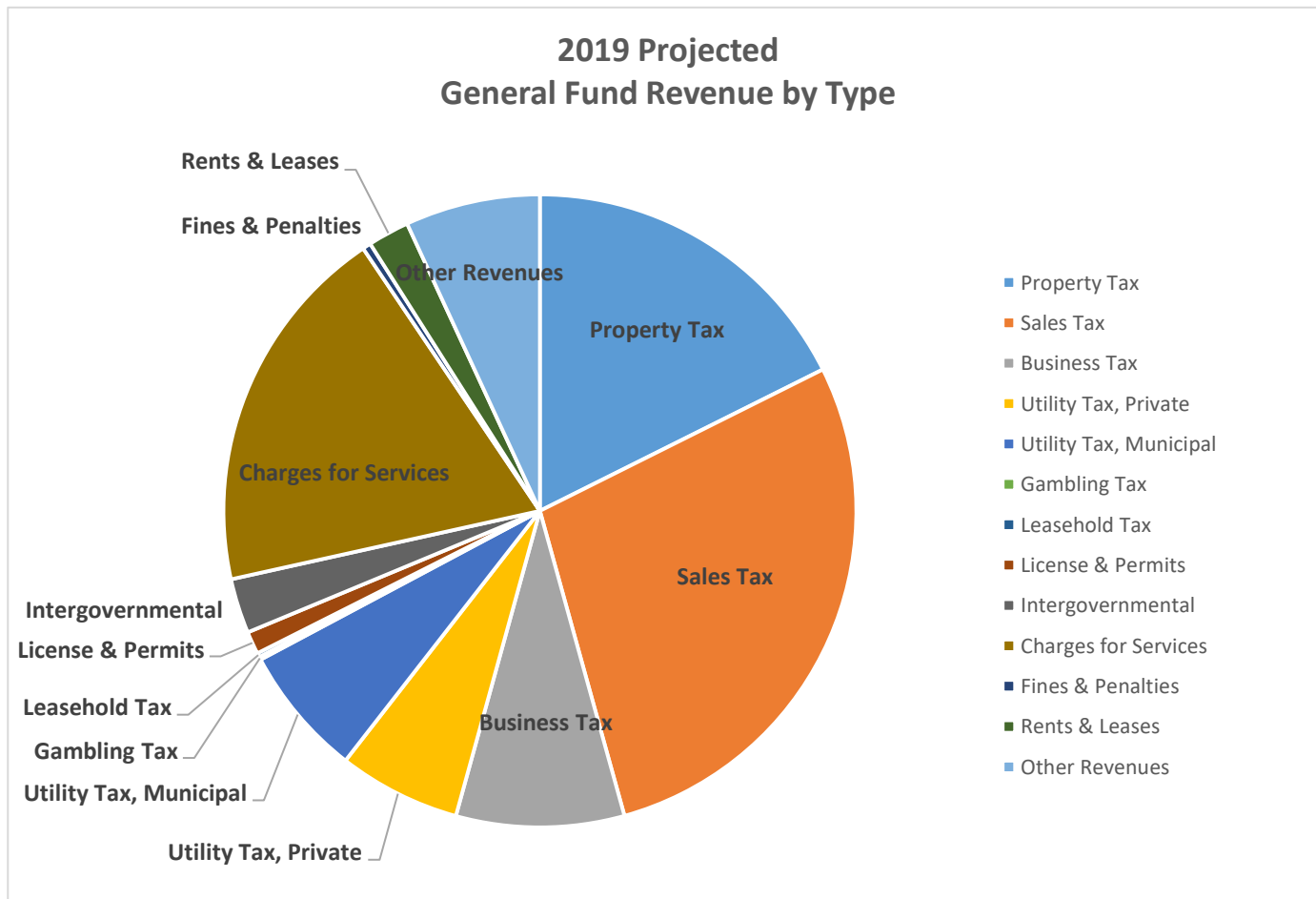
PASSED:

APPROVED:

PUBLISHED:

Schedule of Preliminary Estimated 2019 General Fund Revenues by Type

Type of Revenue	2019 Estimate	% of Total
Property Tax	14,407,158	17.62%
Sales Tax	22,946,360	28.07%
Business Tax	7,020,000	8.59%
Utility Tax, Private	5,111,380	6.25%
Utility Tax, Municipal	5,461,869	6.68%
Gambling Tax	125,000	0.15%
Leasehold Tax	170,000	0.21%
License & Permits	946,450	1.16%
Intergovernmental	2,288,023	2.80%
Charges for Services	15,561,197	19.04%
Fines & Penalties	348,650	0.43%
Rents & Leases	1,729,215	2.12%
Other Revenues	5,634,883	6.89%
Total	81,750,185	100.00%





City Council

Approval of an Ordinance Amending Olympia Municipal Code Chapters 2.06 and 2.100 Related to Council Committees and Citizen- Member Boards and Commissions

Agenda Date: 11/27/2018
Agenda Item Number: 4.G
File Number: 18-1092

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

Title

Approval of an Ordinance Amending Olympia Municipal Code Chapters 2.06 and 2.100 Related to Council Committees and Citizen-Member Boards and Commissions

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the ordinance amending Olympia Municipal Code (OMC) Chapters 2.06 and 2.100 related to council committees and citizen-member boards and commissions, on first reading and forward to second reading.

Report

Issue:

Whether to amend the OMC to reflect new term limits on advisory boards and commissions, which was established by vote of the City Council on May 22, 2018.

Staff Contact:

Kellie Purce Braseth, Strategic Communications Director, 360.753.8361

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

On March 28, 2018, the General Government Committee met with advisory board and commission chairs, vice chairs and staff liaisons to assess the workflow and effectiveness of the advisory boards and their relationship to the General Government Committee. There was an interest in encouraging broader participation, varied perspectives and diversity of voices and experiences on the City's citizen-member boards and commissions.

Based on those conversations, the Committee recommended establishing term limits for appointees of no more than three (3) full terms, or nine (9) years, on any specific board or committee - except the Design Review Board. Partial terms would not be counted toward the number of terms considered, and appointees who have reached the term limit on any one committee remain eligible to apply and serve on a different committee.

At its May 22, 2018, meeting the Olympia City Council voted to approve establishing the new term limits and conditions. Currently, Olympia Municipal Code (OMC) Section 2.100.050.C sets no limit to the number terms an appointed member could serve on a board, commission or advisory committee. The OMC must be amended to appropriately reflect the decision of Council. There was also an interest to amend the OMC to provide a mechanism to waive term limits in exigent circumstances such as maintaining a citizen member with exceptional historical knowledge, or when insufficient applications are submitted.

OMC Chapter 2.06 would be amended to provide consistency between it and Chapter 2.100

Neighborhood/Community Interests (if known):

N/A

Options:

1. approve the ordinance amending Olympia Municipal Code (OMC) Chapters 2.06 and 2.100 related to council committees and citizen-member boards and commissions.
2. Modify and then approve the ordinance amending Olympia Municipal Code (OMC) Chapters 2.06 and 2.100 related to council committees and citizen-member boards and commissions
3. Do not approve the ordinance amending Olympia Municipal Code (OMC) Chapters 2.06 and 2.100 related to council committees and citizen-member boards and commissions.

Financial Impact:

N/A

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO COUNCIL COMMITTEES AND CITIZEN-MEMBER BOARDS, COMMISSIONS AND ADVISORY COMMITTEES APPOINTED BY THE OLYMPIA CITY COUNCIL AND AMENDING CHAPTERS 2.06 AND 2.100 OF THE OLYMPIA MUNICIPAL CODE.

WHEREAS, the Olympia City Council adopted Ordinance No. 4401 § 5 in 1992, establishing a method for recommendation of advisory board and commission members, which was subsequently revised by the Council's adoption of Ordinance No. 6499 § 1 in 2007, without repeal of the prior code provision; and

WHEREAS, the Olympia City Council adopted Ordinance No. 6499 § 1 in 2007 establishing the term of office for citizen-member boards, commissions and advisory committees; and

WHEREAS, Olympia Municipal Code Section 2.100.050 sets no limit to the number of terms an appointed member could serve on a board, commission or advisory committee; and

WHEREAS, the City wishes to encourage broader participation, varied perspectives and diversity of voices and experiences on citizen-member boards, commissions and advisory committees; and

WHEREAS, at its May 22, 2018, business meeting, the Olympia City Council voted to establish term limits of no more than three (3) full terms, or nine (9) years, on any specific board or committee, with the exception of the Design Review Board; and

WHEREAS, the Olympia City Council acknowledges that certain circumstances might arise that make it imperative to have a mechanism to waive term limits for citizens serving upon a board or committee with exceptional historical knowledge, or when insufficient applications are submitted, or other exigent circumstances exist, but such waiver may only be considered upon a motion properly made and seconded at an open public meeting, with City Council approval of a majority plus one;

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

Section 1. Amendment of OMC 2.06. Olympia Municipal Code Chapter 2.06 is hereby amended to read as follows:

**Chapter 2.06
COUNCIL COMMITTEES**

2.06.000 Chapter Contents

Sections:

- 2.06.010 Created.
- 2.06.020 Performance of tasks.
- 2.06.030 Assignment of members ~~Chairman~~ Chairperson.
- 2.06.050 Recommendation of advisory board and commission members.
- 2.06.060 Recommendation of interlocal board and commission members.
- 2.06.070 Terms--Vacancy filling.

2.06.010 Created

There are created the following committees of the eCity eCouncil along with a general description of topics for their consideration:

- A. General gGovernment eCommittee: Public safety, operational policy, economic development, housing, general government issues, boards and commissions;
- B. Land uUse and eEnvironment eCommittee: Planning, transportation, environment, utilities, parks, community development, neighborhoods;
- C. Finance eCommittee: finance/budget.

2.06.020 Performance of tasks

The committees created in this chapter shall perform such tasks in line with the subjects described in Section 2.06.010, or as may be referred to them by the City eCouncil.

2.06.030 Assignment of members – Chairman Chairperson

Councilmembers shall be assigned to a committee as determined by the eCity eCouncil after each eCouncil election. A chairman chairperson for each committee shall be selected by the eCouncil to preside over committee meetings. If necessary, each committee shall meet at least once a month or more, depending on the committee's agenda, at date(s) and time(s) available to committee members.

2.06.050 ~~Recommendation of advisory board and commission members~~

~~The general government committee shall also recommend to the council the name(s) of person(s) to be appointed to the various advisory boards and commissions of the city as positions thereon become vacant. Before making the recommendation, the general government committee shall seek advice from other councilmembers, advertise for opening(s) in the press and media, notify interested citizen groups and interview interested applicants.~~

~~The council may confirm or refuse to confirm any such recommendation. Repealed. Reference OMC 2.100.040.~~

2.06.060 Recommendation of Council appointment to interlocal or interjurisdictional boards and commissions members

~~The general government committee City Council shall also recommend to the council the name(s) of determine the eCouncilmember(s) or other person(s) to be appointed to the various boards and committees created by interlocal agreement or for interjurisdictional committees, commissions or boards. ~~Councilmembers shall be~~~~

~~recommended for appointment to the intergovernmental committees based upon their membership in corresponding council committees.~~

~~The council may either confirm the recommendations or refuse to confirm same.~~

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. 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.

Section2. Amendment of OMC 2.100. Olympia Municipal Code Chapter 2.100, Article I, is hereby amended to read as follows:

Article I. CITIZEN-MEMBER BOARDS, COMMISSIONS AND ADVISORY COMMITTEES APPOINTED BY THE OLYMPIA CITY COUNCIL

- 2.100.010 Purpose.
- 2.100.020 Committees Established.
- 2.100.030 List - Citizen –Member Committees Appointed by the Olympia City Council.
- 2.100.040 Members.
- 2.100.050 Term of Office.
- 2.100.060 Vacancies.
- 2.100.070 Rules of Procedure and Bylaws.
- 2.100.080 Annual Work Plan.
- 2.100.090 Staff Liaison Support.

2.100.010 Purpose

The purpose of this chapter is to create specific citizen-member committees appointed by the City Council, and provide uniform policies for the committees enabled herein, to the extent possible.

2.100.020 Committees Established

All citizen-member committees appointed by the City Council shall be established by Ordinance of the City Council and which shall contain a statement of purpose and of duties. Except as may be otherwise provided by ordinance, the committees appointed by Council are advisory in nature.

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 18.12)
- 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)

2.100.040 Members

- A. Number of Members. Except as may be otherwise be provided by ordinance, each committee shall consist of nine (9) members appointed by the City Council.
- B. Residency. Except as may be otherwise provided in the Olympia Municipal Code regarding a specific committee, the majority of members on each committee shall reside within the corporate limits of the City of Olympia or the City of Olympia Urban Growth Area.
 - 1. This provision shall not apply to a committee member when there is a member vacancy during a term of office resulting in less than a majority of the remaining members residing within the corporate limits of the City of Olympia or the Urban Growth Area. In this case, the residency requirement may be suspended for the remainder of the term that was vacated.
- C. Compensation. All committee members shall serve without compensation.
- D. Appointment.
 - 1. Members are appointed by majority vote of the Olympia City Council in an open public meeting.
 - 2. Members serve at the discretion of the City Council, and may be removed from office for any reason by majority vote of the City Council in a public meeting.
 - 3. City employees are not eligible for appointment to a committee during the term of their employment with the City.

E. Recruitment. The City Council's General Government Committee shall develop and implement a public process to recruit potential committee members.

F. Diversity. Given the applicant pool and qualifications at the time of member recruitment, the City Council shall strive, to the best of its ability, to achieve diversity in geographic residence within the City, gender, age, profession, and ethnicity on each committee. Except as may otherwise be provided by ordinance, no geographic, gender, age, profession, nor ethnicity restrictions shall be placed on applicant eligibility.

G. Non-Partisan. All positions are non-partisan.

2.100.050 Term of Office

A. The term of office for committee positions shall be three (3) years, and such terms shall commence on April 1.

B. The terms shall be staggered so that as near as possible one-third of each committee's membership shall expire each year.

C. ~~There is no limit on the number of terms to which an individual may be appointed.~~ Terms shall be limited to three (3) full terms, nine (9) years, on any one committee (except the Design Review Board). Citizens who have reached the term limit on any one committee remain eligible to apply and serve on a different committee. Upon a motion properly made and seconded, the City Council may waive a term limit restriction upon a vote of a majority plus one of the City Council.

2.100.060 Vacancies

A. Vacancies on committees occurring during the term of office shall be filled based upon on a timeline determined by the City Council's General Government Committee.

B. Any person appointed to fill a vacancy shall be appointed for the remainder of the unexpired term.

2.100.070 Rules of Procedure and Bylaws

The General Government Committee of the City Council shall establish Rules of Procedure and Bylaws for committees.

2.100.080 Annual Work Plan

Each committee, except the Design Review Board, shall present an annual work plan to the City Council for approval in a format and within parameters determined by the City Council's General Government Committee. Substantive changes to the work plan after approval by the City Council shall be submitted to the General Government Committee for consideration and recommendation to the full Council.

2.100.090 Staff Liaison Support

The City Manager, or designee, shall appoint a primary staff liaison for each committee to ensure that meeting notifications and recordkeeping occurs consistent with applicable State laws; to provide professional guidance, issue analysis and recommendations; to assist the committee with research, report preparation, and correspondence in keeping with the committee's Council-approved work plan; and to perform other committee liaison duties as may be assigned by the City Manager or designee.

Section 3. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. 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 5. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 6. Effective Date. This Ordinance shall take effect thirty (30) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of Poet Laureate for 2019-2020

Agenda Date: 11/27/2018
Agenda Item Number: 6.A
File Number: 18-1088

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

Title

Approval of Poet Laureate for 2019-2020

Recommended Action

Committee Recommendation:

The Arts Commission recommends approval of the proposed 2019-2020 Poet Laureate and alternate.

City Manager Recommendation:

Move to approve the proposed 2019-2020 Poet Laureate and alternate.

Report

Issue:

Whether to approve the 2019-2020 Poet Laureate and alternate.

Staff Contact:

Stephanie Johnson, Arts Program Manager, Parks, Arts & Recreation, 360.709.2678

Presenter(s):

Stephanie Johnson, Arts Commission staff liaison
Marygrace Goddu, Olympia Arts Commission

Background and Analysis:

The intent of Olympia's Poet Laureate designation is to:

- Promote poetry as an art form
- Expand access to the literary arts
- Connect the community to poetry
- Promote poetry as a community voice that contributes to a sense of place

Olympia's current Poet Laureate, Amy Solomon Minarchi, completes her two-year appointment at the end of December 2018. As part of her work plan, Ms. Minarchi conducted a workshop for interested Poet Laureate applicants and participated on the jury to recommend her successor.

Jurors met on October 4, to deliberate on the eight applications received for Poet Laureate. Applications included a resume, samples of poetry, a video reading and a program proposal. In

addition to Ms. Minarchi, jurors included:

- Kellie Braseth, Director of Strategic Communications, City of Olympia
- Marygrace Goddu, Olympia Arts Commission
- Kathy Murray, Olympia Arts Commission
- DeAngelo Oliver, Poet and Student of Tacoma Poet Laureate Kellie Richardson

After deliberation, the jury recommended Sady Sparks for Poet Laureate, finding the poet able to convey a strong sense of inquiry and dynamism, along with a very approachable and doable program proposal. The first line of her proposal reads, "I am passionate about creating vibrant and enthusiastic spaces where people see, create, share and play with poetry." As Ms. Sparks is in her last year of study at The Evergreen State College, the jury's questions for her references focused on her commitment and ability to meet the requirements of the position. The response was affirming, with one reference noting Ms. Sparks "will build her life around this position." The recommended alternate, Thresea Yost, also demonstrates a very approachable manner in her proposal and presentation.

The Arts Commission reviewed the work of the jury on October 11, 2018, and moved to forward the recommendation to Council for approval with one dissenting vote. Commission Autumn Yoke felt that the recommended alternate better fits what she (Ms. Yoke) believes to be the roles and responsibilities of a Poet Laureate.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Approve the recommendation for the 2019-2020 Poet Laureate and alternate as recommended by the Arts Commission
2. Do not approve the recommendation for the 2019-2020 Poet Laureate and alternate.

Financial Impact:

Approved honoraria for the Poet Laureate is \$1,000 per year, for a two-year appointment - from the Municipal Art Fund.

Attachments:

Sady Sparks application
Sady Sparks reading
Thresea Yost application
Thresea Yost reading

SUBMISSION FORM

1. **DEADLINE FOR RECEIPT OF APPLICATIONS: Friday, September 28, 2018, 5pm**

2. Submission packets should be sent, or hand-delivered to:

Stephanie Johnson
City of Olympia Parks, Arts & Recreation
Poet Laureate
222 Columbia St NW
Olympia, WA 98501

Digital packets may be downloaded to the City FTP site:
<http://olympiawa.gov/ftp> Do not embed documents in a
Power Point, PDF, iPhoto or any other library files.
"Recipient" is sjohnson@ci.olympia.wa.us

- 3. Poets agree that the City of Olympia may photograph them during their Poet Laureate workshops and projects.
- 4. Poets agree to sign a contract with the City regarding their scope of work. Poets also agree to responsibly handle administrative duties in association with the program.
- 5. For questions or further information contact: **Stephanie Johnson, Arts Program Manager,**
sjohnso1@ci.olympia.wa.us - 360.709.2678

To be considered, applicants must meet all eligibility criteria and submit a packet including all materials listed below. Incomplete applications and extra material will not be considered.

Name: Sady Sparks

Address: [REDACTED] Oly, WA [REDACTED]

Telephone: [REDACTED]

E-Mail: [REDACTED]

DEADLINE FOR RECEIPT OF APPLICATIONS: Friday, September 28, 2018, 5pm SUBMISSIONS MUST INCLUDE:

- This Submission Form**
- Resume:** Please include reference to involvement in Olympia's creative community.
No more than 2 pages.
- Program Proposal:** Please describe how you would engage with the public as the City of Olympia's Poet Laureate if selected.
 - What would be the focus of your term as Poet Laureate?
 - Who would be your primary audience?
 - What would be your community engagement strategy?
 - Describe 2 instructional workshops that would support the focus or theme of your appointment.

Please frame your response within 1,000 words.

** The additional 6 hours of contact time described in the scope of work will be determined after appointment.*
- Proof of Residency:** A copy of your WA State ID, Driver's license, or current utility bill in your name with a current address.
- Written Work Samples:** Submit five (5) written poems of your own composition that represent the quality of your work. Please include your name at the top of each page.
Written work samples will not be returned, please keep your originals.

SUBMISSION FORM

- Recorded Poetry Work Sample(s):** Submit an online sample which shows you reading or performing ONE of your submitted work samples.
Please submit the exact URL of the web platform (Facebook, Youtube, Vimeo) hosting your video; if a webpage contains several pieces, please indicate which piece(s) you want to be viewed/heard. The panel will review a minimum of 1 minute and a maximum of 3 minutes.

- Work Sample Description Sheet:**
- Applicant's name
 - Titles of pieces included in the Written and Recorded work samples
 - Description/synopsis of the included work samples (optional)
- One page or less.

- References:** Please list 2 professional references.
Please include name, organization, title, primary telephone, email and brief description of how you know this person.

- Assurances:**
- All statements made on this application are true to the best of my knowledge.
 - I am eligible to apply for the Olympia Poet Laureate appointment based on the eligibility criteria outlined on page 2.

Signature

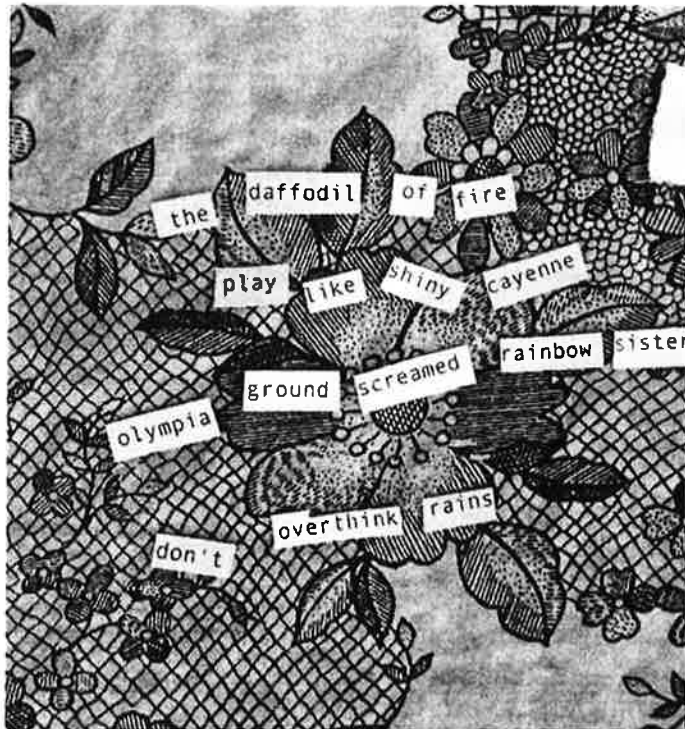
Date

Sady Sparks
Resume

Present: I regularly attend and read at Semi-Circle, a bi-monthly poetry reading. I also sell handmade envelopes and letter-writing kits at Gallery Boom. I will be a vendor at Olympia's upcoming Zine Fest in October, and Evergreen's Arts & Crafts fair this fall and spring. I currently offer poetry workshops for students at Lincoln Options Elementary during Early Release days.

Evergreen: During my education at Evergreen I have primarily pursued poetry, writing, psychology, and linguistics. I have had the opportunity to learn from incredible professors: Diego de Acosta, Emily Lardner, Suzanne Simons, Sam Schrager, Emily Adams, Alejandro de Acosta, and Judith Gabrielle. I graduate in June of 2019 with a BA. After graduation, I will continue pursuing my passions of art, working with kids, and animal/environmental activism here in Olympia. Currently in my senior year, I am focusing on psychology and art therapy, with an emphasis on trauma-informed care.

Most recently, I designed and completed two full-time Independent Learning Contracts (ILCs) in 2018 during the Winter and Spring quarters. Creating an ILC involved proposing a plan of engagement and identifying learning goals with a professor, and then executing the projects independently. The first contract, overseen by Alejandro de Acosta, was an in-depth study and practice of poetry, focusing on the Concrete Poetry Movement, and works in Portuguese and Spanish. I collaborated with another student during weekly poetry sessions, exploring various handmade papers, typewriters, and writing exercises.



During the second ILC, which was overseen by Sam Schrager, I focused on poetry in a community context. I created *The Poem Game*, which helped cultivate a creative space for folks to feel comfortable, excited, and confident in their creative minds. I typed a poem on my typewriter, cut up the words, and had a friend make his own poem. I became fixated on what different people did with the same set of words, so I printed various copies and made up instructions. I decided to limit the player's time to five minutes. The game was usually performed on different fabrics, and photographed with the

person's name afterwards. During the Arts & Crafts Fair, I set up a public table for people to play the game and had over 25 participants. I was also invited to lead a workshop as part of a writing group through Evergreen's Writing Center focusing on *The Poem Game*. Over 40 people have made a poem with the same set of words, and the patterns I saw over and over were incredible. The game can now be purchased at Gallery Boom in downtown Olympia.

I also created an interactive letter called *The Poetry Workbook*, which originated with my dedication to questions and desire to inspire people to get creative. In the beginning, I typed up five different versions of 20 or so questions, and gave them to five different people. These participants completed their versions and shared feedback about their process moving through it. With this information and much meditation, I completed the model. *The Poetry Workbook* is printed on handmade paper and written with a typewriter. It seeks to challenge form and break up typical topics and ideas of poetry. *The Poetry Workbook* and *The Poem Game* are accessible to all skills levels of writers, and remind people there is no such thing as a *nonpoet*.

Previous Years: I have attended the AWP conference, which serves as the largest literary conference in North America, during 2014 in Seattle and 2016 in Los Angeles. I have plans to attend again in Portland next year. I co-led a science poetry workshop at Evergreen to elementary students. In my hometown, Yellow Springs, Ohio, I designed and taught a series called *The Art of Letter Writing* that was four sessions long. The series explored handmade paper, stamps, letter writing as poetry, and collage.

Relevant Skills: Excellent at public speaking and group engagement, fluent in Portuguese and conversational in Spanish and French, understanding of syntax/grammatical rules, extensive experience with different literary devices and poetic forms, substantial experience leading workshops and holding audience attention, proficient in social media and computer programs.

Sady Sparks
Program Proposal

I am passionate about creating vibrant and enthusiastic spaces where people see, create, share, and play with poetry. I am dedicated to exploring the mental space people inhabit when writing and being creative. I seek to discover how poets can use our passion to invite others to the page. I am also interested in the physical body from which we write and speak. What does it feel like to be in our bodies? What does the body of Olympia feel like? What recipes for poetry help grow the creative energy within the body of our city?

My primary audiences would be elementary and college age students in our city. Within these audiences, I want to hold poetic spaces for queer people as well. My main question of inquiry for the queer community is: What does your body/gender mean to you? Collaboration between the Queer & Trans Center at Evergreen and Stonewall Youth could create a safe and inviting space for queer youth and students to explore their feelings with words. There could be a poetry reading on Evergreen campus in June to celebrate LGBTQIA+ Pride month.

As the Poet Laureate, I would focus on enriching, nurturing, and ultimately spreading the poetry community to public spaces, while also aiming to bridge the gap between young adult artists/poets and the older generations. One way I see interaction between these crowds happening is during *Oly Third Thursday*, a downtown event where restaurants and shops stay open late, offering special food and entertainment. I envision placing poets with typewriters in a variety of locations (restaurants, street corners) during the evening, offering a poem free of charge to anyone interested. Poets would apply/sign up online, and typewriters could be borrowed from Last Word Books. Fusing poetry with Oly Third Thursday could be a stand-alone or recurring event.

In my exploration of how writers can best fabricate inspiring poetry environments, I have created *The Poem Game*, which I describe in my resume. I want to bring this project to the streets, or the grass, to give area residents the opportunity to pause for playfulness. I have found this to be a useful tool for engaging all personality types and skill levels with words. This game can be brought into many spaces, including but not limited to Arts Walk, before and after established poetry readings, and inside K-5 classrooms.

In terms of Arts Walk, I also believe it would be powerful to continue and build upon Amy Solomon-Minarchi's tradition of writing poems on sidewalks that appear in the rain. I want our community of all ages to have something unique to look forward to and remember about Arts Walk for years to come. The poems could be written by elementary school students, and generated in a workshop twice a year prior to Arts Walk. On the weekday before the event, the student authors and their families could spend time writing the poems on designated sidewalk areas. I want our youth to witness their own creative minds making a big presence in community art!

In addition to using social media and email lists to promote events and workshops, I would also encourage the use of flyers, as many people depend largely on local bulletin boards to

learn about events. Visiting with other poetry groups throughout the community and asking them to promote events would help foster connectedness as well.

I began to love and truly see our community in a more profound way once I started participating in the creative spaces. I am grateful to all the artists and poets that keep Olympia vibrant, for everything they have taught me in conversation and during exhibits. I hope to spread this joy and feeling of inclusion to more people. We have boundless creative minds here of all ages and backgrounds, and I want to help connect them, while also providing a platform for the curious passerby to play with or witness poetry.

Sady Sparks
Work Sample Description/
Video url

Written work samples:

1. Humps

A humorous haiku written during a science poetry program

2. Metamorphosis

This poem explores some of my favorite creatures and moments from the Midwest forests

3. Prompt

An imaginary dialogue about growing up in a dysfunctional home

4. I Search for Sage In Watermelons

A villanelle inspired by the book 'In Watermelon Sugar' by Richard Brautigan

5. Poetry Workbook

Interactive and collaborative poetry activity/poem created last spring. Feel free to play!

Recorded video work sample: <https://vimeo.com/292187027>

A recording of me reading "Metamorphosis"

Sady Sparks
Poems 1-4

#1: Humps

Dear inchworm, question:
What do you think of camels?
I see parallels

#2: Metamorphosis

been living off onion grass and rose petals
been long off sprouted acorns and orange scraps
scraped the sap off pine trees
to rub it inside my knee caps

started inhaling dragonfly wings and katydids
and use the ladybugs for shelter
morphed my body back into ant segments
and now in three ways i slurp daffodil sugar

swallowed fermented violets and
rotten dandelions for a full 28 days
the moon snapped at me
rented a corn maze
swallowed a dark bird

shoved crisped leaves and pebbles in my mouth
made my own swear jar
pinky swear mom yes i ate the crickets
a harmony in my head now
i'm going to lay it in a river bed

#3: Prompt

tell me when you first learned the word gaslighting and who you assigned it to. when you first heard the word biological and who you unassigned it to. how your world changed when you realized manipulation was methodical and who you used or unused after that. tell me the first time you heard tables are for glasses not asses and how many times it was funny. (here i'll keep a tally) IIII and tell me how many times he flicked your shoulder or head with his thick freckled fingers. flick.

tell me about the calendar when anger became the whole household and who held it together and why they thought they could. tell me when you had to protect your sister and tell me when someone first labeled your thought as illusion

tell me the first time you ever saw a door, ever felt that sturdy door frame, ever fumbled with a knob. tell me when you first learned to nod as someone explained what was wrong with you and tell me how much is wrong still. tell me on a scale of 1 to 10 how unhinged things are. tell me about all the times you knew a word without knowing it belonged to you. (it belongs to you) and tell me about the time your mother said "*i don't know why you have this narrative that you were abused*"

tell me what you think will happen when you identify all of their behaviors. when you separate the gas and the light and remember that what you saw and weren't allowed to see was really happening.

#4: I Search for Sage in Watermelons

I Search for Sage in Watermelons

Have the watermelons swallowed you?
Are you sweet and damp all the way through?
Are you aching for the rinds to chew?

Do tell me your new hue.
Have you turned hot pink or warm red?
Have the watermelons swallowed you?

In the May morning are you moistened by honey dew?
At lunch, is it just your shell you shed?
Are you aching for the rinds to chew?

Shall I consume you now as food?
Do you have a vine growing from your airless head?
Have the watermelons swallowed you?

Will your arms touch the ground as the branches of a yew?
Do you need more watermelon sugar to spread?
Are you aching for the rinds to chew?

You required words to brew.
I planted voices instead.
Have the watermelons swallowed you?
Are you aching for the rinds to chew?

Sady Sparks
The Poetry Workbook
Poem #5

this is a solitary activity and this is a group activity. write everything on a separate sheet of paper. your answers are swift and fun and your answers can be painful. we are here together on this paper. thank you for helping me figure things out.

1.what is growing between your shoulder blades?

2.blades.

3.does your mind work in rhyme or images or sound when you hear a poem?

4.do you gravitate towards fridge magnets at parties?

5.are kitchens nice places to be?

6.write down seven words that rhyme in a horizontal line. say them back to yourself.

7.write a sentence of words starting with
OOPS. include an O in all of them.

8.most poetic thing your father ever did?

9.does the word rickety have a color?

(now take a vegan snack break)

10.are you a poet? what defines it? what
defines a poetic life?

11.associations with JUICE

12.write down your favorite tree, where
it is, how old you think it is, who has
sat there, how you'd feel if someone
chopped it a w a y ?

13.how do you feel in your body when
someone texts your instead of you're?

14.how does the heat make you feel? do
you sleep? with socks?

15. did you wear stripes in high school?
did you where stripes in high school? did
you ware stripes in high school?

16. is there a painful shade of blue?

17. write down the worst adjective people
have used to describe you or someone like
you.

(how are you doing? look out the window.
deep breaths.)

18. tell me about grade school in single
syllables

19. what were you in the middle of in
middle school?

20. what is more like heartbreak:
catfish / hexagon / mint / scrap metal /
oil / g r e e n h o u s e ?

21. what happens when you don't write?
(| = or)

decay | delay | deremember | derail

22. how many things are you sorry for and do you think the clouds care? what literary device would god be?

23. below, fill in the blanks.

your toes, are they _____? the ant,
is it _____? your wrists, have they
_____ recently? do you _____ to
everyone? how much does it cost?
_____ weighs as much as 3 stones.
my mother she never knew how to
_____ and so now i _____. my
blankets are shaped like _____ and
i store them inside my _____. when
i draw blanks i use _____. and
when i draw blood it's like _____.

now you are inside a tulip. the air is
hazy and calm. the petals warm and light
purple. the bees say stay a while. you

have written a lot. get cozy enough to
sleep. here is a blanket. here is tea. it
is summer and we have learned so much
about each other.

Sady Sparks
References

Sam Schrager
Faculty
Evergreen State College

[REDACTED]
[REDACTED]
[REDACTED]@evergreen.edu

I worked with Sam during a 2016 program titled *Eye of the Story* where I designed an independent study of letter writing as an art form. Most recently, he oversaw my Independent Learning Contract in spring of 2018 that focused on poetry in the community.

Suzanne Simons
Faculty
Evergreen State College

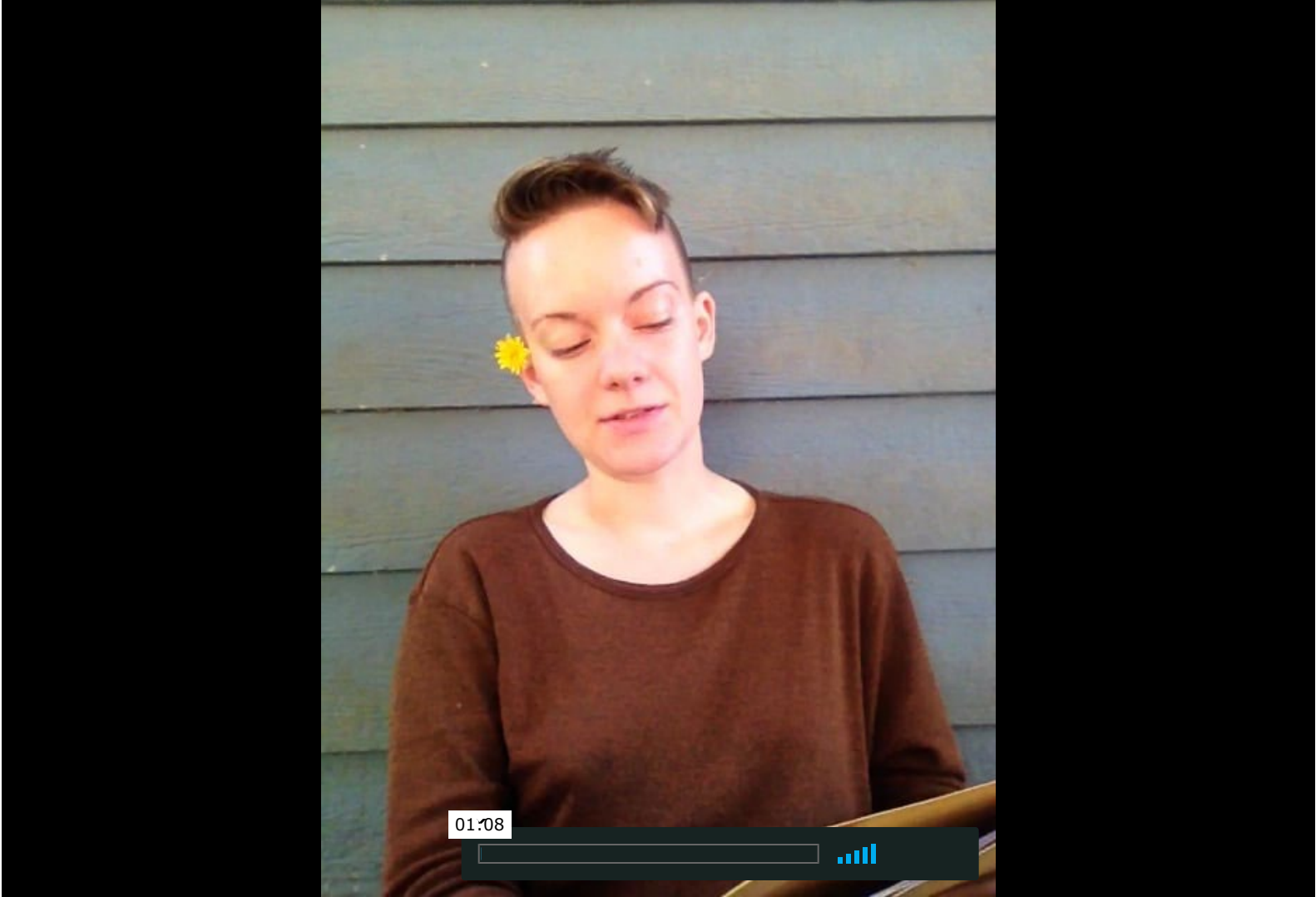
[REDACTED]
[REDACTED]
[REDACTED]@evergreen.edu

Suzanne was my professor during a science poetry program in 2016. Since then, she has remained familiar with my work on the page and in the community.

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 Sady Sparks

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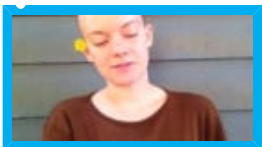


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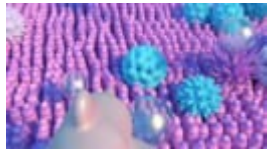
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JULIAN GLANDER



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Andrew Richard Hara



A\$AP ROCKY - S...

Frank Lebon



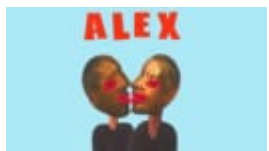
Operation Jane Walk

Leonhard Müllner



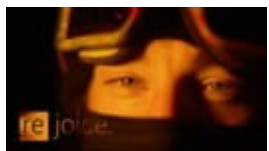
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sjohnso1@ci.olympia.wa.us - 360.709.2678

To be considered, applicants must meet all eligibility criteria and submit a packet including all materials listed below. Incomplete applications and extra material will not be considered.

Name: Theresa P. Yost

Address: [REDACTED] Olympia, WA [REDACTED]

Telephone: [REDACTED]

E-Mail: [REDACTED]

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- One page or less.

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Please include name, organization, title, primary telephone, email and brief description of how you know this person.

- Assurances:**
- All statements made on this application are true to the best of my knowledge.
 - I am eligible to apply for the Olympia Poet Laureate appointment based on the eligibility criteria outlined on page 2.

Signature

Date


9-28-2018

Thresea Yost

Poet Laureate



11 Alta Street SW Olympia, WA



thresea.yost@gmail.com



360.338.0275

September 27, 2018

Work Experience

Civil Service Retiree

- Held multiple positions with the State of Washington of the course of 20 years in progressively more advanced administrative positions. Retired in 2010.

Volunteer Experience

Poetry workshop in Tumwater schools

- Read poetry to elementary school students and orchestrated investigative workshops.

Volunteer with Olympia Senior Center

- Assists with yearly fashion show for charity Meals on Wheels and supported entertainment events for Olympia senior citizens.

Member Friends of the Olympia Farmers Market Board

- Sits on board that provides support to the Olympia Farmers Market and its venders. Orchestrates the Bite of the Market. Issues and provides scholarships for local students.

Art Experience

Poetry readings at Traditions

- Once a month participates in live poetry readings hosted by Olympia Poetry Network.

Yearly contributor to Postcard auction at SPSCC Milners Gallery

- Creates original artwork for postcard themed auction. Proceeds go to support the Milner Gallery.

Work with local artist to provide a platform for showing their talents

Participant in Arts Walk

- Recently accepted into the Olympia Poetry Anthology and invited to do live reading during Arts Walk.

Thresea Yost

Poet Laureate

101 Alta Street SW Olympia, WA



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3603381272

September 27, 2018

Program Proposal

I would like my term as poet laureate to be focused on creating an accessible poetry environment for the Olympia community. Many people, both young and mature, have come to believe that poetry is only for academics or other poets. Poetry often feels like an art form out of reach for individuals. I want to use my time as poet laureate to reframe poetry as something fun, that can be created individually as well as in a group. Furthermore, while colloquially complex poetry is beautiful, I want to demonstrate how simplicity in poetry can be beautiful too. There is a style of poetry for everyone and anyone can participate.

While my overall goal is to spur interest in poetry from the general public, my primary audience would be sub-groups of the community that are often afraid of engaging with poetry such as grade school children and the elderly community. As many see poetry as an academic pursuit, it is usually college age individuals that frequent the poetry scene. I want to encourage people on either side of that demographic to be part of the poetry community.

Capitalizing on my goal of accessibility, I believe, as poet laureate, it is important to be seen, to be present, and to be available. I hope to do this in a couple of ways, starting with a poet laureate Facebook page, ensuring that the community has access to a communication platform. I propose establishing a Poetry Troop from a cross section of community volunteers engaging in, board approved pop-up type performances throughout the city. I would also like to create a community engagement project at Arts Walk where we will pass out fortune cookies with haikus in them instead of fortunes. This would be an entertaining and tasty way to interact with the public during one of our biggest art events of the year.

Several more ideas I have for engaging the community involve the aforementioned goals and demographics. As one of my poet laureate workshops, I would like to partner with a local program, such as STEP, bringing youth and older community members together to create poetry to be published in Arts Digest or on local social media. Additionally, as another workshop, I would like to take poetry into the local grade schools, preferably into 5th grade classrooms. When I did volunteer workshops in the Tumwater school district I was amazed at how receptive the students were to the idea that a poem could tell the story of a dead man being burned and coming back to life or the story of Longfellow's Hesperus' harrowing battle on the sea. These poems brought amazement to both young girls and boys creating a truly accessible environment. I would like to recreate this project in larger scope for the Olympia community. In order to engage the wider public as a whole I would like to construct a poem for the city by creating the first two lines then passing it to the Mayor and each City Council member thereafter who would add two lines. The completed poem would be displayed in the lobby of City Hall as an art piece representing how poetry can be created as a community in addition to individually. I would also like to do a poetry word search series in Arts Digest for the community to participate in. This series could take place over the course of several months to encourage community engagement.

As poet laureate I would love to use some of these ideas to make poetry accessible to the wider public again, in a fun and entertaining way, outside of the academic realm that many are currently familiar.

1. What I Meant

I cannot put aside my pen
Passion having seized my soul
Bids me look not towards the clock
This time there is no control

Emotions I've not met till now
Refuse to give way
Promising tired eyes and limbs
Rest another day

Exhaustion seeks to settle in depth
Exhilaration denies the plea
Equally giving truth and breath
To rage and sympathy

I do not know what lay ahead
Nor recall what has passed
Thoughts fly like sparrows through my mind as
Gracefully thoughts mass

When fingers finally come to rest

My heart is sure to relent

Hours spent on verse and quest

Were hours dearly spent

2. Wandering and Wondering

It could have been the call of the majestic evergreen

That set my feet in motion

Bid me cross the plains and time

To kneel before the ocean

To lay my burden down

To wash away my sin

It could have been the call of the majestic evergreen

Then again...

The roar of that majesty

The smell of something new

It could have been the evergreen

Or sky's so gaily blue

That eagle soaring from somewhere

A fantasy on high

Shrouded by pearly white clouds

They mystify the eye

Rivers raging politely

Knowing nature's intent

Over pebbles around sandy mounds

Of moments richly spent

4

As one with those evergreens

I grasp reality

This place was meant to sweeten life

Welcome the harmony

Though it could have been the call of the majestic evergreen

3. Whispers of Atonement

If it was green you'd never know
So heavy and heavily laden
Steady as the winds that blow
Or the virtue of a maiden

If it were born of recent days
There would be cause to wonder
At scars too old and oddly placed
And ashes blown asunder

If it were new or newly found
The bloom still on the rose
Silence would not be drowned
Nor thoughts left to suppose

As old as the Earth herself
A renegade of youth
How then we change yet stay one's self
A testament of truth

4. Looking Up (Recorded Sample)

I see ladies dancing, fish entwining, skirting across the sky

I see birds halting, staring back, at the notice of a golden eye

I see men proclaiming, preachers propagating, sometimes to a deaf ear

Cause women bend over, toss up their skirts, while the fellows toss up a good cheer

I see babies bawling, puppies sprawling, waiting for a taste

Mothers providing, sliding, gliding, hurrying back to place

I see

Serenity

as a tangible living thing

A mound of joy

A pound of peace

In the clouds, those magical things!

5. Where beauty thrives

I wasn't here then

When

In the shadow of humble mountains

Pristine rivers ran their race

Over smooth jet black boulders

A fiercely steady pace

I was not blessed to see

Majestic evergreens

Kissing clouds unapologetically

My feet did not walk

On forest carpet soft as owl feathers

Drifting from the sky

A gift to any that might stroll by

I was not here when

Then

I was

Standing with heart in hand

Being part of the land

Value in all I see

Value not seen in me

It's lonely

It hurts

And though I have no reason

To believe a change of season

Young fresh and new

Brings a bountiful harvest through

Looking back to the start

To all that feeds the heart

I pray the powers that be

Will find the same in me

'Cause

I too belong

Where beauty thrives

Work Sample Description Sheet

Name: Thresea Yost (Tee)

Contents

1. What I Meant
2. Wandering and Wondering
3. Whispers of Atonement
4. Looking Up (Recorded Sample)
5. Where Beauty Thrives

References

Name: Thresea Yost

1. Theresa Ziniewicz

Manager the Estate Store and Bud Bay Bargains / Senior Services Olympia Washington

Email: [REDACTED]

Theresa directs the yearly fashion show for Senior Services. I volunteer to work and walk for the very successful event.

2. Jennifer Kassel Local Entrepreneur

Owner/ Vendor @ Olympia Farmers Market

[REDACTED]

Email: [REDACTED]

I know and work with Jennifer through serving on the board of the Olympia Farmers Market and for many years prior. We plan and I look forward to working together much more in the future.



Olympia Poet Laureate Applicant



Brittany Yost



1

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Published on Sep 28, 2018
Thresea Yost (Tee) poet laureate application video 2018.

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Angelina Jordan - A Million Years Ago
Angelina Jordan CoverChanne
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Angelina Jordan - Born To Die
Angelina Jordan CoverChanne
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Jim Reeves - An Old Christmas Card
Country At Its Finest
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Angelina Jordan - It's Now or Never (Allsang på Grensen)
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City Council

2019 Operating and Capital Budgets Final Budget Review

Agenda Date: 11/27/2018
Agenda Item Number: 6.B
File Number: 18-1122

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

Title

2019 Operating and Capital Budgets Final Budget Review

Recommended Action

Committee Recommendation:

The Finance Committee considered recommendations for changes to the Operating and Capital Budgets at their November 20, 2018 meeting. Committee recommendations will be presented at the Council meeting.

City Manager Recommendation:

Deliberate on the Finance Committee recommended changes to the 2019 Operating and Capital Budgets and identify additional changes Council wants to make to the 2019 budgets.

Report

Issue:

Whether to make changes to the 2019 Operating and Capital Budgets.

Staff Contact:

Debbie Sullivan, Administrative Services Director, 360.753.8499

Presenter(s):

Steve Hall, City Manager, 360.753.8447

Debbie Sullivan, Administrative Services Director, 360.753.8499

Background and Analysis:

The 2019 Preliminary Operating Budget was presented to Council on October 23, 2018. The Preliminary Capital Facilities Plan (CFP), 2019-2024 Financial Plan was presented on July 24, 2018. The Council held the following public hearings:

October 23

- Preliminary CFP, 2019-2024 Financial Plan

November 13

- Preliminary 2019 Operating Budget

- Preliminary CFP, 2019-2024 Financial Plan

The City Council discussed the Operating and Capital budgets on November 13. Finance Committee subsequently met on November 20 to consider additional changes based on public testimony and Council discussion.

Council will consider the 2019 Operating and Capital budget ordinances on December 11.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Accept information without further action.
2. Request additional information for staff to bring back to Finance Committee or City Council for further discussion.

Attachments:

Finance Committee Recommended Changes

2019 Unfunded General Fund Needs

City Council Discussion - November 27, 2019

2019 Projects and Services Unfunded		Description	Estimate	Status
1	Fire Vehicle Replacement Debt Service	Annual increase to Fire Fleet equipment reserve account (currently \$275K - need total of \$825K)	\$ 100,000	Finance Committee Discussion - February 2019
2	OFD Cares	5 hours/week for Care Coordinator position	\$ 11,250	Unfunded
3	Office of Performance & Innovation Planner	1 FTE to provide strategic planning, meeting design and facilitation for OPI (backfills Sr. Planner in CPD)	\$ 124,000	Unfunded
4	Street Tree Maintenance	Restore level of service	\$ 140,000	Unfunded
5	Fire Equipment Asset Management Fund	Reserve fund to replace non-vehicle equipment	\$ 200,000	Requested one-year of funding through year end savings
6	Police Equipment Asset Management Fund	Reserve fund to replace non-vehicle equipment	\$ 138,010	Unfunded
7	Downtown Aid Unit (Current Level of Service)	Maintains existing level of service through 2019	\$ 598,000	Unfunded. Transitioning 6 firefighters to core duties included in 2019 baseline
9	Full-time historic preservation officer		\$ 124,000	Included in 2019 Baseline Budget
10	Watershed Park Cultural/Archaeological Inventory			Unfunded
11	Annual Fund to respond to inadvertant discoveries			Typically handled has part of project/construction budgets
12	Grants for Historic Preservation by Outside Local Entities			Unfunded
13	Police Auditor Position		\$ 30,000	Unfunded. Historic cost is approx. \$25K - \$30K. Finance Committee discussion 2019
14	Emergency/Public Health Mitigation for No-Barrier Camps			Included in mitigation camp budgets currently being developed