



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, April 11, 2017

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [17-0398](#) Special Recognition - Proclamation Recognizing Equal Pay Day

Attachments: [Proclamation](#)

2.B [17-0400](#) Special Recognition - Proclamation Recognizing Earth Month

Attachments: [City of Olympia Proclamation](#)
[State of Washington Proclamation](#)

3. PUBLIC COMMUNICATION

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

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

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

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A [17-0394](#) Approval of April 4, 2017 Study Session Meeting Minutes

Attachments: [Minutes](#)

- 4.B [17-0395](#) Approval of April 4, 2017 City Council Meeting Minutes

Attachments: [Minutes](#)

- 4.C [17-0403](#) Approval of Funding to Conduct a Citizen Survey Concerning Public Safety and Affordable Housing Needs

Attachments: [Public Safety – Building OPD for the Future](#)
[Home Fund – Working To Provide Access to Housing for Our Most Vulnerable](#)

- 4.D [17-0336](#) Approval of Resolution to Authorize Exercise of the Option to Purchase Real Estate Owned by Jill Floberg and Purchase the Property

Attachments: [Resolution](#)
[Property location map](#)

- 4.E [17-0364](#) Approval of Antenna Lease Agreement with New Cingular Wireless PCS, LLC

Attachments: [Agreement](#)

4. SECOND READINGS

- 4.F [17-0321](#) Approval of Amendment to Ordinance 7059 (Operating Budget)

Attachments: [Ordinance](#)

- 4.G [17-0323](#) Approval of Amendment to Ordinance 7057 (Capital Budget)

Attachments: [Ordinance](#)

4. FIRST READINGS

- 4.H [17-0256](#) Approval of an Ordinance Revising Boundary Line Adjustments

Attachments: [Ordinance](#)
[OMC Revision](#)
[Relevant RCWs](#)

- 4.I [17-0358](#) Approval of an Ordinance Amending Authority in the Event of an Emergency

Attachments: [Ordinance](#)

- 4.J [17-0352](#) Approval of an Ordinance Revising Percival Landing Moorage Fees

Attachments: [Ordinance](#)

- 4.K [17-0392](#) Approval of an Ordinance Amending Municipal Code to Reflect the City's Current Form of Government

Attachments: [Ordinance](#)

- 4.L [17-0393](#) Approval of Ordinance to Clarify the Process for Initiative and Referendum

Attachments: [Ordinance](#)

- 4.M [17-0370](#) Approval of an Ordinance Appropriating 2016 Year-End Funds

Attachments: [Ordinance](#)

5. PUBLIC HEARING

- 5.A [17-0157](#) Public Hearing on Consideration of a Street Vacation Petition for a Portion of Alley Adjacent to 210 State Ave NW

Attachments: [Ordinance](#)

[Petition](#)

[Exhibits](#)

[Vicinity Map](#)

6. OTHER BUSINESS

- 6.A [17-0300](#) Approval of Interlocal Agreement Between the City of Olympia, Port of Olympia, and the LOTT Clean Water Alliance for Planning and Assessment of Potential Sea Level Rise

Attachments: [Agreement](#)

[Resolution](#)

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 Equal Pay Day

Agenda Date: 4/11/2017
Agenda Item Number: 2.A
File Number: 17-0398

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

Title

Special Recognition - Proclamation Recognizing Equal Pay Day

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Proclaim April 4th as Equal Pay Day in Olympia.

Report

Issue:

Recognize Equal Pay Day and the full value of women's skills and significant contributions to the labor force and encourage businesses to conduct an internal pay evaluation to ensure women are being paid fairly.

Presenter(s):

Leatta Dahlhoff, President Zonta Club of Olympia
Hillary Soens, Executive Director YWCA

Background and Analysis:

The Equal Pay Act was signed by President John F. Kennedy on June 10, 1963. In writing, the Equal Pay Act of 1963 "prohibits discrimination on account of sex in the payment of wages by employers."

When the Equal Pay Act was signed, women made 59 cents for every dollar men made. Today, women make on average 79 cents per dollar men make for the same work. While there has been some advancement over the past half century, recent research shows progress has stalled during the past decade.

Equal Pay Day was originated by the National Committee on Pay Equity (NCPE) in 1996 as a public awareness event to illustrate the gap between men's and women's wages.

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

Equal Pay Day is in April every year to illustrate how far into the current year women need to work to earn the same amount of money men earned during the previous year.

This year, the Zonta Club of Olympia and the YWCA are working together to highlight Equal Pay Day in our City.

Attachments:

Proclamation

PROCLAMATION

WHEREAS, more than 50 years after the passage of the Equal Pay Act, women, especially minority women, continue to suffer the consequences of unequal pay; and

WHEREAS, according to statistics released in 2016 by the U.S. Bureau of Labor Statistics, year-round, full-time working women in 2015 earned only 81% of the earnings of year-round, full-time working men, indicating little change or progress in pay equity; and

WHEREAS, according to the U.S. Census Bureau, the median income of women in Olympia was \$34,403, 92% of the median income of men in Olympia which was \$37,376; and

WHEREAS, wage gaps by gender, race, and ethnicity persist, with White women making 81% of White male earnings nationally, Black women making 67%, Hispanic and Latina women making 60%, and Native American women making 57%;and

WHEREAS, according to Graduating to a Pay Gap, a 2012 research report by the American Association of University Women (AAUW), the gender pay gap is evident one year after college graduation, even after controlling for factors known to affect earnings, such as occupation, hours worked, and college major; and

WHEREAS, according to one estimate, college-educated women working full time earn more than a half million dollars less than their male peers do over the course of a lifetime; and

WHEREAS, nearly four in 10 mothers are primary breadwinners in their households, and nearly two-thirds are primary or significant earners, making pay equity critical to families' economic security; and

WHEREAS, a lifetime of lower pay means women have less income to save for retirement and less income counted in a Social Security or pension benefit formula; and

WHEREAS, fair pay strengthens the security of families today and eases future retirement costs while enhancing the American economy; and

WHEREAS, in 2009 the Lilly Ledbetter Fair Pay Act was signed into law, which gives back to employees their day in court to challenge a pay gap, and now we must pass the Paycheck Fairness Act, which would amend the Equal Pay Act by closing loopholes and improving the law's effectiveness; and

WHEREAS, workplace pay equity policies can be implemented simply and without undue costs or hardship in both the public and private sectors; and

WHEREAS, Tuesday, April 4th, symbolizes the time in 2017 when the wages paid to American women catch up to the wages paid to men from the previous year, and

NOW THEREFORE, BE IT RESOLVED, that the Olympia City Council does hereby proclaim Tuesday, April 4, 2017 as

EQUAL PAY DAY

and urge the citizens of Olympia to recognize the full value of women's skills and significant contributions to the labor force and encourage businesses to conduct an internal pay evaluation to ensure women are being paid fairly.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 11th DAY OF APRIL, 2017.

OLYMPIA CITY COUNCIL

*Cheryl Selby
Mayor*



City Council

Special Recognition - Proclamation Recognizing Earth Month

Agenda Date: 4/11/2017
Agenda Item Number: 2.B
File Number: 17-0400

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

Title

Special Recognition - Proclamation Recognizing Earth Month

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to recognize Earth Month.

Report

Issue:

Whether to recognize Earth Month in the City of Olympia.

Staff Contact:

Steve Hall, Manager, 360.753.8244

Presenter(s):

Mayor Selby and City Council

Background and Analysis:

The first Earth Day on April 22, 1970 included an environmental teach-in that educated Americans about environmental and conservation issues.

20 million Americans took to the streets, parks, and auditoriums to call for a healthy, sustainable environment in massive coast-to-coast rallies. Thousands of colleges and universities organized demonstrations and teach-ins against the deterioration of the environment.

Earth Day 1970 activated a bipartisan spirit that motivated the passing of the Clean Air, Clean Water, and Endangered Species Acts. Many other groundbreaking environmental laws soon followed.

Earth Day had reached into its status as the largest secular observance in the world, celebrated by more than a billion people every year, and a day of action that changes human behavior and provokes policy changes.

In Olympia, the Procession of the Species was created in 1995 to commemorate the 25th anniversary of Earth Day. Local businesses, schools, environmental organizations and others have raised over 100 Earth flags in Olympia to unite those working in the interest of the planet, inspire participation, and build action through local activism and global environmental consciousness.

Attachments:

City of Olympia Proclamation

State of Washington Proclamation

PROCLAMATION

WHEREAS, Earth Day was created 47 years ago, recognizing the importance for everyone to participate in preserving our natural resources, and on that first Earth Day 20 million Americans rallied for a healthy, sustainable environment; and

WHEREAS, the global community now faces extraordinary challenges such as global health issues, food and water shortages, and economic struggles; and

WHEREAS, all life forms on Earth have a right to a healthy, sustainable environment; and

WHEREAS, Jay Inslee, the Governor of Washington State has proclaimed the month of April to be Earth Month in Washington State, in recognition of the urgency of enlisting all people to protect and sustain life on the planet; and

WHEREAS, here in Olympia, the Procession of the Species was created in 1995 to commemorate the 25th Anniversary of Earth Day and to support Congressional renewal of the Endangered Species Act, inspiring thousands, young and old, to deepen their understanding, appreciation, and protection of the natural world; and

WHEREAS, all of us, as caretakers of our planet, have an obligation to change the human behaviors that contribute to climate change and environmental degradation to preserve the Earth's beauty as well as its resources; and

WHEREAS, this obligation extends not only to today's caretakers but also to the future generations of caretakers who will inherit our planet from us; and

WHEREAS, our local citizens, schools, environmental organizations and businesses have raised over 100 Earth Flags to unite those during the entire month working in the interest of the planet, and to build intergenerational action through local activism and global environmental consciousness; and

NOW THEREFORE, BE IT RESOLVED, that the Olympia City Council does hereby proclaim April as

EARTH MONTH

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 11th DAY OF APRIL, 2017.

OLYMPIA CITY COUNCIL

**Cheryl Selby
Mayor**

The State of Washington



Proclamation

WHEREAS, Earth Day was created 47 years ago, recognizing the importance of every person in preserving our natural resources; and on that first Earth Day, 20 million Americans rallied for a healthy, sustainable environment; and

WHEREAS, the global community now faces extraordinary challenges, such as global health issues, food and water shortages, and economic struggles; and

WHEREAS, all life forms on Earth have a right to a healthy, sustainable environment and as caretakers of our planet, we all have an obligation to change the human behaviors that contribute to climate change and environmental degradation to preserve the Earth's beauty and its resources; and

WHEREAS, this obligation extends not only to today's caretakers but also to the future generations of caretakers who will inherit the planet from us; and

WHEREAS, in Olympia, the capital of Washington, the Procession of the Species was created in 1995 as a public celebration to commemorate the 25th anniversary of Earth Day, inspiring thousands to deepen their understanding, appreciation, and protection of the natural world; and

WHEREAS, local communities, schools, businesses, and environmental organizations have raised over 100 Earth flags in our state's capital to unite those working in the interest of the planet, inspire participation, and build intergenerational action through local activism and global environmental consciousness;


NOW, THEREFORE, I, Jay Inslee, Governor of the state of Washington, hereby proclaim April, 2017, as

Earth Month – #ONEDAYISNOTENOUGH

in Washington, and I encourage all people in our state to join me in this special observance.



Signed this 17th day of March, 2017


Governor Jay Inslee



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

City Council

Approval of April 4, 2017 Study Session Meeting Minutes

Agenda Date: 4/11/2017
Agenda Item Number: 4.A
File Number: 17-0394

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

Title

Approval of April 4, 2017 Study Session Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, April 4, 2017

5:30 PM

Council Chambers

Study Session

1. ROLL CALL

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

Excused: 1 - Councilmember Jessica Bateman

2. BUSINESS ITEM

2.A [17-0324](#) Artesian Commons Update

Parks, Arts and Recreation Director Paul Simmons noted the following presentation is a progress update and a forum for feedback from the City Council regarding the Artesian Commons.

Mr. Simmons thanked the Artesian Leadership Committee for their work in volunteering, creating programming and supporting the park. He gave an overview of the history of the Artesian Commons and improvements beginning in May 2014.

Mr. Simmons shared program data noting there were 22 special events at the Commons in 2016. He highlighted the Bridge music program, which teaches at risk youth to address difficulties in their lives through music. The Bridge also hosts music events at the Commons throughout the summer.

Mr. Simmons discussed maintenance data noting maintenance hours dropped significantly from 2015 (1,224) to 2016 (864).

Lt. Costello noted calls for service dropped dramatically between 2014 (421) and 2016 (195). He believes the Ranger and Well Host presence contributed to this decrease.

Mr. Simmons discussed outreach and action related to the Commons to include Park User Forums, a Well User Survey and PBIA Business Survey. He reviewed feedback from the surveys and highlighted several questions.

Mr. Simmons reviewed the makeup of the Artesian Leadership Committee and the representatives that participate.

Community Youth Services (CYS) Program Director Keylee Marineau discussed the importance of the Commons to the at risk youth served by CYS and the value in collaboration with stakeholders.

Lt. Costello highlighted how the combination of program staff at the Commons and the work of the Committee makes the Commons much safer. He noted the partnership have been valuable not only to the work related to the park but with making connections to community members and stakeholders.

Andra Weddington, of the now disbanded H2Olympia, discussed her experience working with Parks and Recreation on the design of the well. She pointed out the positive difference the Park Ranger and Well Host have made on the space. She noted the small size and poor sightlines limit the use of the park. Ms. Weddington wondered if the Commons is the best use of that space and if it is the best space for the people who use it.

Mr. Simmons gave a brief status summary of the park. He noted there is a need to revisit the long-term vision of the park is and logical next steps. He shared some identified next options:

- Work with Artesian Leadership Committee to revise long-term vision
- Continue to learn as we go; evolve as resources allow
- Develop alternative path

Councilmembers asked clarifying questions and discussed the issue.

The discussion was completed.

3. ADJOURNMENT

The meeting adjourned at 6:39p.m.



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

City Council

Approval of April 4, 2017 City Council Meeting Minutes

Agenda Date: 4/11/2017
Agenda Item Number: 4.B
File Number: 17-0395

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

Title

Approval of April 4, 2017 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, April 4, 2017

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 Julie Hankins and Councilmember Jeannine Roe

Excused: 1 - Councilmember Jessica Bateman

1.A ANNOUNCEMENTS

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

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [17-0361](#) Special Recognition - Proclamation Recognizing Bread & Roses

Mayor Selby introduced Selena Kilmoyer and Meta Hogan. She read a proclamation celebrating Bread and Roses as they close their doors after 35 years of service to the community. Ms. Hogan and Ms. Kilmoyer reflected on their experience serving at Bread and Roses.

Councilmembers thanked them for their work in supporting those in need in the community.

The recognition was received.

2.B [17-0237](#) Special Recognition - Proclamation Recognizing the National Mayor's Challenge for Water Conservation

Councilmember Hankins read a proclamation regarding the National Mayor's Challenge for Water Conservation.

Public Works Director Rich Hoey discussed the National Mayor's Challenge Program.

3. PUBLIC COMMUNICATION

Mayor Selby noted there was no one signed up for public communication.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)**4. CONSENT CALENDAR**

- 4.A [17-0362](#) Approval of March 28, 2017 City Council Meeting Minutes

The minutes were approved.

- 4.B [17-0155](#) Approval of Water Main Easement with the Clar Mar Neighborhood Property Owners

The contract was approved.

- 4.C [17-0356](#) Approval of Advisory Committee and Commission 2017 Work Plans

The decision was approved.

4. SECOND READINGS

- 4.D [17-0147](#) Approval of Ordinance Amending Wastewater Regulations for Side Sewer Ownership

The ordinance was approved on second reading.

- 4.E [17-0315](#) Approval of an Ordinance Authorizing Acceptance of the Morgan Land Donation

The ordinance was approved on second reading.

- 4.F [17-0317](#) Approval of an Ordinance Authorizing Acceptance of the Thysell Land Donation

The ordinance was approved on second reading.

4. FIRST READINGS

- 4.G [17-0321](#) Approval of Amendment to Ordinance 7059 (Operating Budget)

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

- 4.H [17-0323](#) Approval of Amendment to Ordinance 7057 (Capital Budget)

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

Approval of the Consent Agenda

Councilmember Hankins moved, seconded by Councilmember Gilman, 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 Hankins and Councilmember Roe

Excused: 1 - Councilmember Bateman

5. PUBLIC HEARING - None

6. OTHER BUSINESS

6.A [17-0330](#) Margaret McKenny Park Playground Selection Update

Parks Planner Sarah Giannobile gave background on Margaret McKinney Park and the selection process for the new playground. She also discussed next steps.

Councilmembers asked clarifying questions.

The report was received.

7. CONTINUED PUBLIC COMMUNICATION

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers discussed meetings and events attended.

8.B CITY MANAGER'S REPORT AND REFERRALS

Assistant City Manager Jay Burney had no reports.

9. ADJOURNMENT

The meeting adjourned at 7:36p.m.



City Council

Approval of Funding to Conduct a Citizen Survey Concerning Public Safety and Affordable Housing Needs

Agenda Date: 4/11/2017
Agenda Item Number: 4.C
File Number: 17-0403

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

Title

Approval of Funding to Conduct a Citizen Survey Concerning Public Safety and Affordable Housing Needs

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the use of up to \$25,000 in Council Goal Money to conduct a scientifically valid Citizen Survey

Report

Issue:

Whether to Use City Council Goal money to conduct a citizen survey to test public support for public safety and affordable housing needs.

Staff Contact:

Steve Hall, City Manager, 360.753.8244

Keith Stahley, Director, Community Planning and Development, 360.753.8227

Ronnie Roberts, Police Chief, 360.753.8147

Presenter(s):

Steve Hall, City Manager

Background and Analysis:

Public Safety:

For the past several years, the Olympia Police Department (OPD) has been working to build stronger, trusting relationships with all segments of the Olympia community. In addition, the Department and the City have been responding to concerns and articulated public safety priority needs of citizens expressed through neighborhoods, downtown users, merchants, minority populations and others.

OPD has been able to build strong liaison relationships with a number of groups ranging from the Hispanic Network to the YWCA to the PBIA and many more. The Department has also been innovative in the use of limited resources in meeting community requests. The Department has also undertaken significant training and policy development to lead in the era of 21st century policing principles with focus on fair and impartial policing, crisis intervention training, etc.

Much has been done within existing resources. However, lack of further resources is holding the City back from meeting community needs and expectations. Consequently, the City has crafted a unique set of public safety/community security service proposals in response to what the public has said. They include:

- Walking Patrol - expanded day time and adding night time
- Community Court - continue the program (grant expires in 2018)
- Mental Health Response - contract with a mental health provider for outreach in downtown
- Neighborhood liaison police officers and expanded code enforcement
- Support for training, policy development and diversity recruitment

A citizen survey will help test the level of citizen support for these proposals. It will also help to hear from the public about their public safety priorities.

Affordable Housing:

For the past several years, the issue of affordable housing has become a growing issue regionally and in Thurston County. Not only are housing costs becoming less affordable for many segments of the population, but the needs of homeless and the most vulnerable citizens throughout Thurston County are underserved.

A citizen group has been working with the cities of Olympia, Tumwater and Lacey to encourage more local housing dollars targeted specifically toward permanent supportive housing for the most vulnerable citizens in our area.

These dollars could serve vulnerable populations ranging for families with children to the elderly to the mentally ill.

Recent funding measures in Bellingham and Vancouver have provided added local dollars to meet housing needs in those communities.

The survey can test citizen support and priorities in the area of affordable housing.

The Survey:

On March 28, Mayor Selby, Mayor Pro tem Jones, Council member Bateman and several key staff conducted a concerned call with Stuart Elway from Elway Research. They have worked with the City of Olympia in the past and are willing to assist again. The key elements of the survey would include the following:

- Work with the City to develop key questions
- Elway will take the lead in the development of questions to avoid bias, leading the

respondents, or violating PDC rules

- Random telephone responses from at least 400 households (landline and cell)
- On-line surveys for invited random citizens (this yielded nearly 900 responses from our parks survey)
- One week to conduct the actual survey with another 2-3 weeks to finalize all the reporting
- Estimated cost of \$25,000

Neighborhood/Community Interests (if known):

There is significant and widespread interest and support in each of these areas. In addition, at a recent discussion with the Coalition of neighborhoods, there was enthusiastic support for the public safety proposals.

Options:

- Fund the survey
- Do not fund the survey
- Delay to another time

Financial Impact:

Estimated - \$25,000 from Council Goal money. No other funding sources have been identified. Currently there is a balance of \$137,071 in the goal money fund.

Attachments:

Public Safety - Building OPD for the Future

Home Fund - Working To Provide Access to Housing for Our Most Vulnerable

Building OPD for the Future



Downtown

\$1,758,000

Additions

- Day & Evening Downtown Walking Patrol
 - 4 Additional Officers
 - 1 Additional Sergeant
- Mental Health Response
- Community Court

Impact

- 7 day/week, year-long Walking Patrol
- Improve Safety in Downtown Shopping Area
- Increase Security in Parks
- Community Engagement
- Right Services to Right People

Downtown

Walking Patrol

- 2 Officers Downtown
- 7 days & evenings a week
- Interacting with business owners and downtown users
- Providing services tailored to the needs downtown
- Increasing the feeling of “safety” for everyone downtown

Community Court

- 1 Case Manager
- Alternatives to Jail
- Individualized programs to improve lives
- Coordination of mental health, medical, educational, and other services
- Reduce recidivism

Mental Health Response

- 1 Program Manager
- Contract with local social services for staffing
- The mentally ill receive appropriate care in an appropriate setting - not the Jail
- Reduction of unpredictable and/or criminal behavior that makes people feel unsafe

Neighborhoods

\$495,000

Additions

- Community Liaison Program
 - 2 Officers, 1 Sergeant
- Additional Code Enforcement
 - 1 Code Enforcement Officer

Impact

- Stronger Connection to Families Living in our Town
- Neighborhood Focused Policing Strategies
- Collaborative approach to Safe Neighborhoods

Neighborhoods

Community Liaison Officers

- 2 Officers assigned to the Westside and to the Eastside
- Develop relationship between OPD and neighborhoods
- Go-to person for citizens
- Tailor services to the needs of the neighborhoods
- Coordinate with other City programs

Code Enforcement

- 1 additional CE Officer
- Better response to property complaints and health concerns in the neighborhoods
- Work with police to address concurrent crime problems
- Help neighborhoods problem-solve quality of life issues

Shaping the Future

\$301,500

Additions

- Contemporary Standards
 - 1 Policy Manager
- Enhanced Training Program
 - 2 Program Staff
 - Advanced Training
 - Regional Training Coordination
- Recruiting for Diversity

Impact

- Fulfilling 21st Century Policing Principles
- De-escalation & Crisis Intervention Training
- Hiring the Best Candidates for a Complex Job

Shaping the Future

Recruitment

- Enhance recruitment efforts to increase minority and women applicants
- Increase the number of highly qualified applicants to OPD
- Replace retiring staff quickly: Expect 25% of staff to retire by 2021

Training

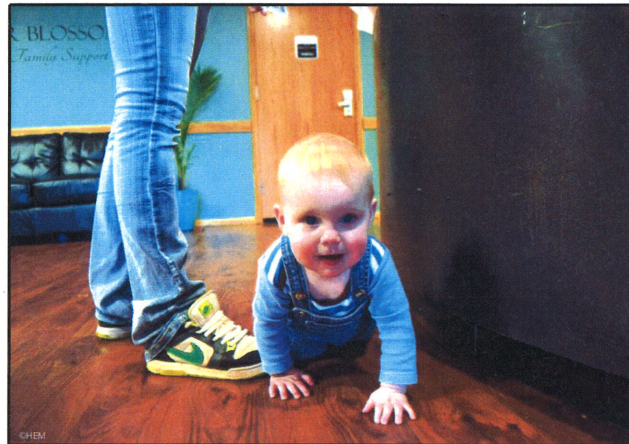
- Provide contemporary training to all OPD staff on complex issues
- Maintain de-escalation & Crisis Intervention training
- Increase use of scenario-based training
- Coordinate training with regional partners to increase effectiveness

Policy

- 1 Policy manager to ensure policies are current
- Ensure OPD implementing best-practices
- Provide direction to OPD staff that reflects community values
- Increase accountability with clear guidelines for behavior



Working to Provide Access to Housing For our Most Vulnerable



Community members like seniors, families with children, people with disabilities, and survivors of domestic violence deserve safe and affordable homes. In 2016, [the average apartment rental in Thurston County was \\$1,022 per month](#), a 10% increase from the previous year. As local rent prices continue to increase many of the most vulnerable members of our community find themselves without any place to live.

The **Home Fund** is a funding proposal that will drastically reduce homelessness through the creation of safe, permanently affordable housing for the most vulnerable members of our community. By investing local dollars, additional funds will target the greatest needs and leverage significant private, state and federal funds to house the most vulnerable.

Providing affordable housing for the most vulnerable members of our community creates savings for publicly funded systems and supports economic development. Vulnerable households are frequent users of hospitals, psychiatric units, law enforcement, criminal justice and emergency service systems.

Other jurisdictions in Washington have successfully passed local measures to support housing. In our urban area, an annual contribution of \$4 million would target the greatest needs and leverage significant private, state and federal funds to provide supported housing for our most vulnerable.

Action	Annual Investment	Impact Made
New Funds could be used to provide housing units, rent assistance, and necessary services to keep people housed.	\$4.1 Million per year in direct local funding. \$8.3 Million in leveraged funding.	500 permanent units created with more than 2,400 households served with rent/services over the 7-year levy.



City Council

Approval of Resolution to Authorize Exercise of the Option to Purchase Real Estate Owned by Jill Floberg and Purchase the Property

Agenda Date: 4/11/2017
Agenda Item Number: 4.D
File Number: 17-0336

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

Title

Approval of Resolution to Authorize Exercise of the Option to Purchase Real Estate Owned by Jill Floberg and Purchase the Property

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution to authorize exercise of option to purchase real estate owned by Jill Floberg and purchase the property

Report

Issue:

Whether to exercise the option to purchase and proceed with the purchase of property owned by Jill Floberg

Staff Contact:

Paul Simmons, Parks, Arts and Recreation Director, 360.753.8462

Mark Barber, City Attorney, 360.753.8223

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

On August 16, 2016, the City Council approved an Option to Purchase Real Estate from Jill Floberg for 1.61-acres located on west side of West Bay Dr. between the east terminus of Farwell Ave and West Bay Dr.; Assessor's Parcel No. 09510032000 (see attachment titled Property Location Map). A payment of \$15,750 was made to secure the Option.

The total acquisition price is \$210,000. The balance remaining is \$194,250 and needs to be paid prior to December 31, 2017.

The City desires to purchase this parcel to expand its inventory of passive open space and wildlife habitat to protect the existing heron rookery. In addition to habitat preservation, acquisition of this parcel would provide good opportunities for people to experience nature in their neighborhood and important trail connections from the neighborhood down to West Bay Drive and West Bay Park.

A 2015 Random Sample Survey of 759 respondents, conducted for the upcoming 2016 Parks, Arts and Recreation Plan, indicated that “trails” and “natural open space” were the highest priority for new projects.

In late 2015, Olympia Coalition for Ecosystems Preservation (OlyEcosystems) purchased a 4.5 acre site located near the intersection of Rogers St. NW and Dickinson Ave. NW. This site is of particular value as wildlife habitat because it is some of the last breeding and nesting habitat for the Pacific great blue heron (*Ardea herodias fannini*) found within Olympia city limits. OlyEcosystems has since partnered with the City to identify other priority parcels for conservation in this area. One of those is the Floberg Parcel.

In 2016, the City contracted with Forterra to produce a West Bay Conservation Strategy which identified concepts for the development of a green belt and passive recreation corridor in West Olympia. The strategy identifies the West Bay Woods as a unique conservation opportunity within an urban area. The streams and springs that flow into Budd Inlet from West Bay Woods are protected by the forest.

Neighborhood/Community Interests (if known):

In 2015, a series of 8 neighborhood meetings with a total of 160 participants were conducted to provide input for the 2016 Parks, Arts and Recreation Plan. The most dominant themes of these meetings were:

- Acquire land in general while it is available; and
- Buy open space/natural areas - provide nearby access to nature

Options:

1. Approve the resolution authorizing exercise of the option to purchase real estate owned by Jill Floberg and purchase the property.
2. Do not approve the resolution authorizing exercise of the option to purchase real estate owned by Jill Floberg and purchase the property. .
3. Direct staff to seek other options to satisfy the City’s need for open space acreage.

Financial Impact:

The previous option payment was made with Open Space Impact Fees appropriated in the 2016 Capital Facilities Plan for the purpose of land acquisition. This next payment will be made using Bond Anticipation Note (BAN) funds. The City has also applied for a Recreation and Conservation Office (RCO) grant under a Waiver of Retroactivity.

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

Attachments:

Resolution

Property Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AUTHORIZING EXERCISE OF THE OPTION TO PURCHASE REAL ESTATE OWNED BY JILL A. FLOBERG, AS HER SEPARATE ESTATE, AND TO PURCHASE SAID PROPERTY FOR THE CITY OF OLYMPIA

WHEREAS, on August 16, 2016, the City Council approved an Option to Purchase Real Estate from Jill A. Floberg (the Floberg Option) for the property commonly located adjacent to and south of 1421 West Bay Drive NW in the City of Olympia, Thurston County, Washington, Tax Parcel No. 095100320000, consisting of 1.61 acres, more or less (the Floberg Property); and

WHEREAS, pursuant to the terms of the Floberg Option, the City's option to purchase the Floberg Property can be exercised on or before December 31, 2017; and

WHEREAS, if the City exercises its option to purchase the real property owned by Jill A. Floberg, as her separate estate, on or before December 31, 2017, the purchase price shall be Two Hundred and Ten Thousand Dollars and No/Cents (\$210,000.00) U.S., minus the amount of the City's previous option payment of Fifteen Thousand Seven Hundred and Fifty Dollars and No/Cents, U.S. (\$15,750.00); and

WHEREAS, the City Council has determined it to be in the best interests of the citizens of the City of Olympia to exercise the Floberg Option to purchase the real property referenced above for a public park for recreation and/or open space purposes;

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

1. The City shall exercise its Option to Purchase Real Estate from Jill A. Floberg, as her separate estate, for purchase of the Floberg Property, consisting of 1.61 acres, more or less, on or before December 31, 2017, for the total sum of Two Hundred and Ten Thousand Dollars and No/Cents (\$210,000.00) U.S., minus the option payment previously made by the City of Olympia in the total amount of Fifteen Thousand Seven Hundred and Fifty Dollars and No/Cents (\$15,750.00) U.S., for a purchase price of One Hundred Ninety-four Thousand Two Hundred and Fifty Dollars and No/100 Cents (\$194,250.00) U.S., payable at time of closing.
2. The City Manager is directed and authorized to execute all documents necessary to exercise the City's option to purchase the above-referenced real estate, and to purchase the same for the City of Olympia on or before December 31, 2017.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of April, 2017.

MAYOR

ATTEST:

CITY CLERK

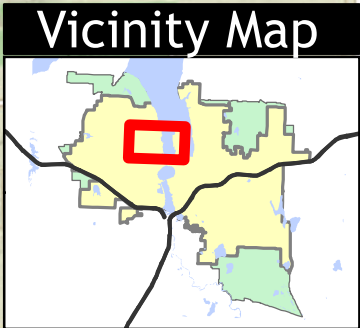
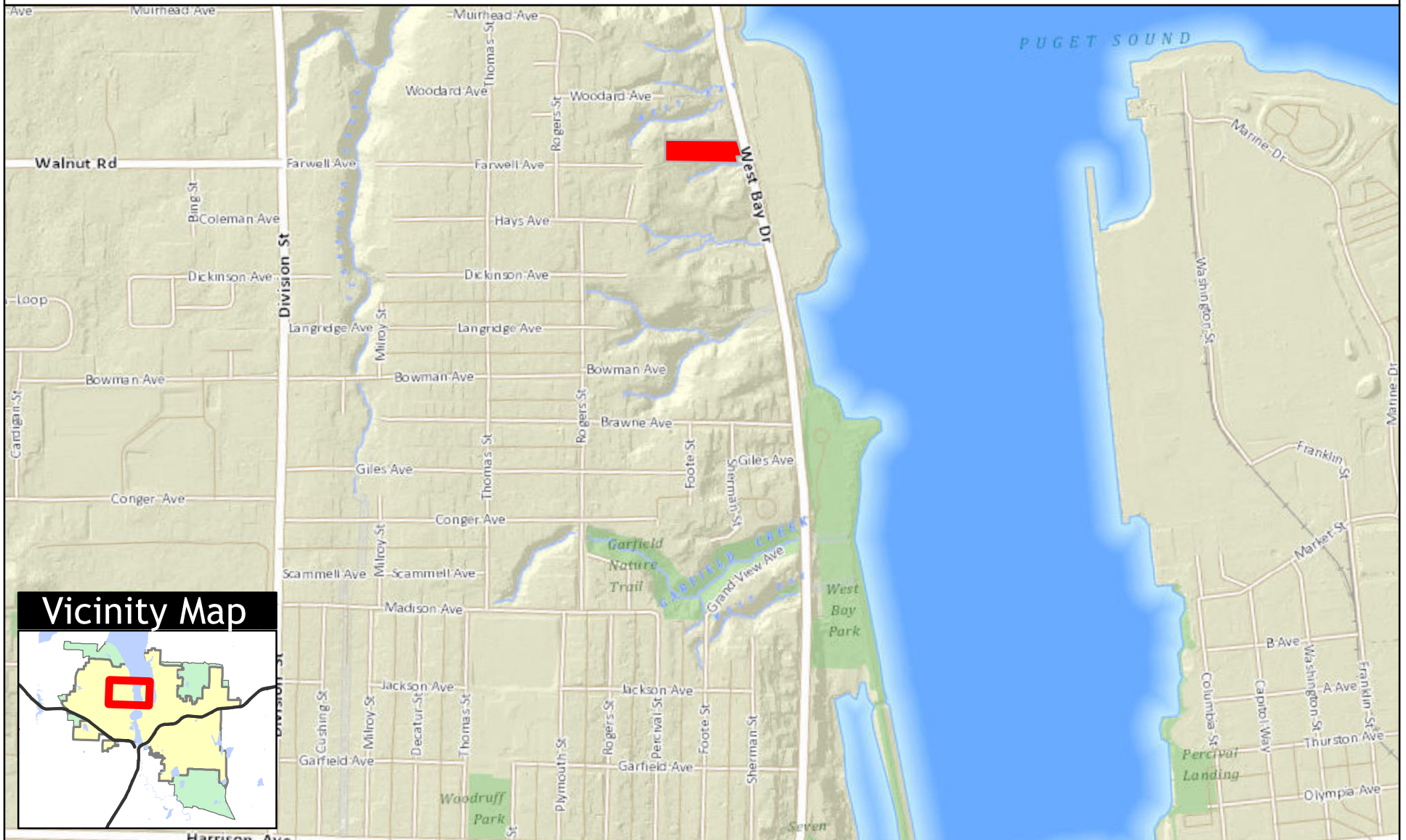
APPROVED AS TO FORM:



CITY ATTORNEY



Floberg Parcel



0 0.1 0.2 Miles 1 inch = 833 feet

Map printed 8/8/2016
 For more information, please contact:
 Olympia Parks, Arts and Recreation
 olyparks@ci.olympia.wa.us
 (360) 753.8380

This map is intended for 8.5x11" landscape printing.

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





City Council

Approval of Antenna Lease Agreement with New Cingular Wireless PCS, LLC

Agenda Date: 4/11/2017
Agenda Item Number: 4.E
File Number: 17-0364

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

Title

Approval of Antenna Lease Agreement with New Cingular Wireless PCS, LLC

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve the Antenna Lease Agreement with New Cingular Wireless PCS, LLC and authorize the City Manager to sign.

Report

Issue:

Whether to approve the Antenna Lease Amendment and authorize the City Manager to sign the agreement.

Staff Contact

Meliss Maxfield, Drinking Water Quality Program and Planning Supervisor, Public Works Department/Water Resources, 360.753.8202.

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

New Cingular Wireless PCS, LLC has been leasing space from the City of Olympia since 2002. They are requesting to enter into an additional five-year lease term with the City of Olympia.

The property is located at the Hoffman Court Water Storage Tank, 3920 Hoffman Court SE, Olympia, WA 98501.

The City of Olympia recommends entering into the lease agreement with New Cingular Wireless PCS, LLC as Lessor. New Cingular Wireless PCS, LLC will compensate the City of Olympia for the ground, antenna, and utilities easement portion of the lease. The Water Utility will receive a total of \$184,697 over the next five years, which is an increase from the current lease agreement. The

annual lease rates are consistent with other agencies in our area and other western Washington public agencies.

Wireless telecommunication lease agreements located on City-owned property are consistent with the City's Wireless Telecommunication Master Plan. It promotes co-location possibilities at existing sites and minimizes new tower construction.

Neighborhood/Community Interests (if known):

None.

Options:

1. Approve the Antenna Lease Agreement with New Cingular Wireless PCS, LLC. The annual lease provides revenue to the Water Utility's annual operating budget.
2. Do not approve the Antenna Lease Agreement with New Cingular Wireless PCS, LLC. The Water Utility would lose over \$36,000 in annual revenue. Not approving the lease will also be inconsistent with the City of Olympia's Wireless Telecommunication Master Plan. The lessee would have to remove their antennas, ground equipment, and vacate the premise.

Financial Impact:

The revenue to the Water Utility from the lease agreement is \$36,600 for the first year. Annual revenue will increase four percent per year for the remaining five years of the lease, with revenue totaling \$198,237.

Attachment:

Antenna Lease Agreement

CITY OF OLYMPIA

ANTENNA LEASE AGREEMENT

Hoffman Water Storage Tank

3920 Hoffman Court SE, Olympia, WA 98501

Carrier: New Cingular Wireless PCS, LLC

This non-exclusive Lease Agreement ("Lease") is made and entered into this _____ day of _____, 2017 by and between the **City of Olympia**, herein referred to as "Lessor", "Olympia" and "City", and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, herein referred to as "Lessee".

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Property, Area, and Antenna Facilities

A. Olympia hereby grants to Lessee the non-exclusive right to occupy a portion of the Hoffman Water Storage Tank Site, the legal description for which is shown on the attached Exhibit A1, The Property Legal Description, and A2, The Area Lease Legal Description, which shall hereafter be called "the Property." Provided, however, that Lessee's use shall be limited as shown on the attached Exhibit A2, which shall hereafter be called "the Area."

B. The parties acknowledge that the Property was previously leased by and between Lessee and Olympia under the terms and conditions of that certain Antenna Lease Agreement dated May 22, 2002, as may have been amended (collectively, the "Previous Lease"). Olympia and Lessee hereby irrevocably agree to terminate their respective rights and obligations under the Previous Lease effective as of the Commencement Date (defined below) of this Lease, without necessity of any additional documentation, and the terms and conditions of this Lease shall be the sole instrument governing Lessee's lease of the Area and use of access and utilities routes by Lessee from Olympia on the Property. Notwithstanding anything to the contrary contained herein, the Lessee's Equipment (defined below) was initially installed on the Area on June 1, 2002.

2. Permitted Use

A. Occupancy and use of the Area shall be limited to construction, maintenance, repairs, operation and removal of (9) Panel Antenna, (12) 1-5/8" Coax, (6) TMA's, (12) RRH, (9) SSU, (4) DC Trunks, and (2) Fiber Trunks, which have been authorized by a building permit from Olympia under Olympia Municipal Code (OMC) 16.04, and a use permit from Olympia under OMC 11.02.080 and reviewed in accordance with Chapters 18.44 or 18.46, where applicable. **Construction and modification of equipment shall comply with the City of Olympia Engineering Design and Development Standards pursuant to OMC Chapter 11.12.**

No removal of any of lessee's equipment which is attached to or inside any facilities of the City, such as, without limitation, water tanks, towers, structures or buildings, may occur without giving the City 30 days advance notice and an opportunity to determine whether the removal may damage any City property. If the City determines that the removal may damage City property, the City may prohibit the removal or require the lessee to take measures to avoid damage in order to perform the removal. The same requirements shall apply to lessee's equipment located within any trenches that are jointly occupied by any facilities of the City or any other company or person.

B. "Ground Equipment" shall include, but is not limited to, equipment installed on the permitted ground leased Area, and includes but is not limited to such items as switches, power supplies, batteries, equipment shelter, generator, generator shelter, accessories, and necessary appurtenances. "Tower Equipment" shall refer to equipment installed on the water storage tank, such as but not limited to antennas, antenna accessories, and necessary appurtenances. The Ground Equipment and Tower Equipment may be referred to collectively as the "Equipment" (see attached Exhibit B, Equipment). Said Equipment shall be considered Lessee's personal property and not fixtures, regardless of how it is attached to Olympia's Property. Any upgrade or other alteration to the "Equipment" that would result in an increase in the number of the antennas placed on the water storage tank, or an increase from the original leased square footage occupied by the Lessee's Equipment on the Area, as depicted in the Exhibit A2, the Area, and Exhibit B, Equipment, shall be subject to review and approval by Olympia prior to installation, which approval shall not be unreasonably withheld, delayed or conditioned, and may be subject to an adjustment to the rent based on the pricing structure under Exhibit C, Pricing Structure, and the annual escalation under Section 3.B, Rent Adjustment, payable by Lessee hereunder.

C. Any other use of the Area shall cancel this Lease. This Lease does not grant to Lessee any zoning or land use approvals for the uses mentioned herein. Lessee shall obtain any and all land use and zoning approvals as are necessary for its operations, including but not limited to, permits for buildings, structures, towers, and antennas. Olympia agrees, at no cost to Olympia, to cooperate (by signing as property owner for all applications and/or permits that are required by governmental agencies) with Lessee in making application for and obtaining all licenses, permits, and any and all necessary approvals that may be required for Lessee's intended use of the Area as provided in this Lease. Olympia grants Lessee reasonable access through the Property to the Area twenty-four (24) hours a day, seven (7) days a week and for utilities necessary to operate the Equipment.

D. Lessee shall provide City with as-built drawings of the Equipment and improvements installed on the leased premises, which show the actual location of all Tower Equipment and Ground Equipment within thirty (30) days of the Commencement Date of this Lease and within thirty (30) days of completion of any material alterations to the Equipment thereafter. Said drawings shall be accompanied by a complete and detailed inventory of all Equipment actually placed on the leased premises.

3. Compensation.

A. Rent.

Lessee shall pay rent ("Rent") to Olympia in the amount of **Thirty-Six Thousand Six Hundred and No/100 Dollars** (\$36,600.00) annually, the calculation for which is attached hereto as Exhibit C, Pricing Structure, commencing on the Commencement Date (as defined below). The Rent shall be due and payable annually on or before January 1st of each year, subject to the annual adjustment set forth in Section 3.B, Rent Adjustment. Partial years at the beginning and end of the term of this Lease shall be prorated. Payment shall be made to the Director of Finance and Budget at Olympia City Hall, 601 4th Avenue East Olympia, WA 98507.

Rent amount is based on a) Antenna: size and quantity, b) Ground Area: square footage, and c) Utility, Electrical and Conduit Runs: linear feet, and will increase as Lessee increases number of antennas on the tank or expand beyond the Area's leased footprint.

B. Rent Adjustment.

The annual Rent shall be increased on January 1st of each year by an amount of four percent (4%). Any additional changes in quantity of the Antennas, square footage of the leased Area, and/or Utility, Electrical and Conduit Runs shall be amended in the Exhibit C, Pricing Structure, to reflect the increases in Rent amount.

C. Late Charge.

In the event the Lessee fails to make any payment of Rent or any other payment due hereunder within ten (10) business days of the due date, the City shall be entitled to a late fee from the Lessee, the City shall be entitled to collect from the Lessee a late charge equal to ten percent (10%) of the past due amount. Acceptance of late rent payments or any other payments by the City from the Lessee after any breach by the Lessee shall not constitute a waiver of any such breach or any other breach.

D. Leasehold Excise Tax.

In addition to such annual Rent, Lessee shall also pay to Olympia, to the Director of Finance and Budget as set forth above, leasehold excise taxes assessed pursuant to RCW 82.29A and OMC Chapter 3.36, if applicable. Lessee shall pay all personal property taxes, leasehold taxes, other taxes and assessments, if any, assessed on, or any portion of, the Equipment and Lessee's improvements made to the Property.

E. Failure to Pay.

Any failure to pay Rent or any amount due in Section 3.A or 3.B, or any other amount to be paid by Lessee under the terms of this Lease, within thirty (30) days of Lessee's receipt of written notice that such amounts are past due shall be considered a breach of contract and shall entitle the City to pursue all remedies legally available, including the right to terminate this Lease.

F. Assignment and Sublease.

No assignment, transfer, or sublet (including those deemed approved pursuant to Section 17A) shall release Lessee from Lessee's obligations under this Lease or alter the liability of Lessee to pay the rent and to perform all other obligations to be performed by Lessee hereunder. As a condition to Olympia's approval, any potential assignee otherwise approved by Olympia shall assume all obligations of Lessee under this Lease and shall be jointly and severally liable with Lessee for the payment of rent and performance of all terms, and conditions of this Lease.

4. Disclaimer of Liability and Indemnity.

A. Olympia shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of or in any way related to Lessee's construction, maintenance, repair, use, operation or dismantling of the Area or its Equipment, except to the extent that any such injury or damage arises out of the sole negligence, or any willful or intentional acts of Olympia, its employees, or agents.

B. Lessee shall defend, indemnify and hold harmless Olympia, its officers, agents, employees, from any and all claims, lawsuits, actions, damages or costs, (including but not limited to reasonable attorneys' fees), or liability whatsoever which arises from Lessee's use of the Property, Area and Equipment. The foregoing promise shall include, but not be limited to, claims of radio, television, or microwave interference, antitrust violations and anticompetitive acts, liability due to falling objects such as antennas, attachments of equipment and lines on the Property, and liability due to any other condition of plaintiff's equipment, facilities or operations that arise out of Lessee's use and/or occupancy of the Property, Area and Equipment. This obligation shall survive expiration or termination of this Lease. Lessee shall not be responsible to defend, indemnify or hold harmless Olympia for the solely negligent acts or omissions or willful misconduct of Olympia, its employees or agents.

In the event that Lessee fails or refuses to accept Olympia's tender of any claim or lawsuit, said tender having been made subject to this Section 4, and said refusal is subsequently determined by a court having jurisdiction to have been a wrongful refusal on the part of the Lessee, then Lessee shall indemnify Olympia for all of Olympia's costs for defense of the action and all costs of recovering under this indemnification clause, including attorneys' fees, and any damages, liability and/or settlements for which a reasonableness determination is made.

C. Lessee specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under the workers' compensation acts, disability benefits acts, or other employee benefits acts. Lessee's duty to defend, indemnify and hold Olympia harmless shall include, as to all claims, demands, losses and liability to which it applies, Olympia's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses.

THE PARTIES HERETO CERTIFY THAT THE WAIVER IN Section 4C ABOVE WAS MUTUALLY NEGOTIATED BY THE PARTIES.

D. Lessee shall be liable to Olympia for any damage or loss caused by Lessee's agents, employees, or representatives to the Property.

E. In the event any action or proceeding shall be brought against the City of Olympia or its agents, officers or employees by reason of any matter for which the same are indemnified hereunder, the Lessee shall, upon notice from Olympia, at the Lessee's sole cost and expense, defend the same with legal counsel reasonably selected by the Lessee; provided however, that the Lessee shall not admit liability for, nor enter into any compromise or settlement of, any such matter on behalf of Olympia without Olympia's prior written consent.

F. Each party shall give each other prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by this Section. Olympia shall cooperate with Lessee in the defense of any action subject to the defense, indemnification and hold harmless provisions hereof, and may participate in the defense of any litigation with Olympia's own legal counsel.

G. Except for indemnification pursuant to this Section 4 and Section 12, neither party shall be liable to the other, or any of their respective agents, representatives or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort, strict liability or otherwise.

H. Nothing in the preceding paragraphs of Section 4 shall be construed to create any additional liability to any third party. Rather the preceding provisions are solely for the purpose of allocating risk and liability between the parties to this Lease.

5. Insurance.

While this Lease is in effect or while any Equipment is located on the Property, Lessee shall maintain in effect and pay for a policies of insurance in according with OMC 11.10.220 as follows:

Comprehensive general liability insurance, written on an occurrence basis, with limits not less than:

1. \$3,000,000.00 for bodily injury or death to each person;
2. \$3,000,000.00 for property damage resulting from any one accident; and
3. \$5,000,000.00 per occurrence.

Automobile liability for owned, non-owned and hired vehicles with a limit of \$3,000,000.00 for each person and \$3,000,000.00 for each accident;

Worker's compensation within statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00; however, Lessee may self-insure this coverage in accordance with statutory requirements in the State of Washington.

Comprehensive form premises, operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than \$3,000,000.00;

Olympia and its agents, officers and employees shall be named as additional insureds under such policies.

Lessee shall deliver to Olympia a certificate evidencing such insurance coverage upon execution of this Lease, and that coverage shall not be terminated without sixty (60) days written notice to Olympia.

6. Security.

A. Pursuant to OMC 11.10.250, Lessee shall obtain a performance bond (the "fund") for the benefit of the City in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00), or such lesser amount as deemed necessary by the Community Planning and Development Director, which fund shall be maintained at the sole expense of the Lessee so long as any of the Lessee's Equipment is located upon the City's Property.

B. The fund shall serve as security for the full and complete performance of this Lease, including any costs, expenses, damages, or loss the City pays or incurs, including civil penalties, because of any failure attributable to the Lessee to comply with this Lease or the codes, ordinances, rules, regulations, or permits of the City.

C. Before any sums are withdrawn from the fund, the City shall give thirty (30) days written notice to the Lessee:

1. Describing the default to be remedied, or the damages, costs or expenses, which the City has incurred by reason of Lessee's default;
2. Providing a reasonable opportunity for Lessee to first remedy the existing or ongoing default, if applicable;
3. Providing a reasonable opportunity for Lessee to pay any monies due the City before the City withdraws the amount thereof from the fund, if applicable; and
4. That the Lessee will be given an opportunity to review the default described in the notice with the City's representative or designee.

D. Lessees shall replenish the security fund within fourteen (14) days after written notice from the City that there is a deficiency in the amount of the fund.

7. Term and Renewal.

The term of this Lease is approximately five (5) years, commencing on the date this Lease is fully executed by both parties and expiring on December 31, 2021, unless sooner terminated as provided herein. In the event Lessee wishes to extend this Lease at the end of the initial five (5) year term, Lessee shall give notice to Olympia at least one hundred eighty (180) days before expiration of the then current initial term. The decision to extend this Lease shall be within the sole but reasonable discretion of Olympia, in accordance with the terms of Olympia Municipal Code 11.08.060. Notwithstanding anything stated herein to the contrary, Lessee may not extend this Lease, unless it is in full compliance with all terms and conditions contained herein. Unless Lessee wishes to extend this same Lease, it shall comply with the terms of Olympia Municipal Code 11.08.020.

8. Amendment.

Lessor hereby delegates authority to those staff members who hold the positions designated in this Section to authorize amendments to Exhibits "A," "B," and "C" as necessary for the proper administration of this Lease. All amendments to this Lease must be in written form, signed by the authorized representative for both parties, dated, and filed with each party prior to taking effect.

LESSORS: **CITY OF OLYMPIA**
 ATTN: Water Resources Line of Business Director
 Public Works Department
 P.O. Box 1967
 Olympia, WA 98507-1967

9. Breach.

A. In the event Lessee shall violate any term or condition of this Lease, Olympia shall give notice in writing to Lessee to cease the violation and comply with the terms of this Lease. If Lessee fails to cease the violation and comply within thirty (30) days of receipt of such written notice, Olympia may terminate this Lease and reenter the Area upon prior written notice to Lessee. Olympia's failure to use remedies provided herein shall not constitute a waiver by Olympia. Olympia may not maintain any action or effect any remedies for default against Lessee unless and until Lessee has failed to cure the breach within the time periods provided in this Section.

B. In the event there is a breach by Olympia with respect to any of the provisions of this Lease or Olympia's obligations under it, Lessee shall give Olympia written notice of such breach. After receipt of such notice, Olympia shall have thirty (30) days in which to cure any such breach. If Olympia fails to cure the breach within the cure period set forth herein above, Lessee shall have the right to all remedies available to it at law and in equity, including but not limited to the right to terminate this Lease upon written notice thereof to Olympia. Lessee's failure to use remedies provided herein shall not constitute a waiver by Lessee. Lessee may not maintain any action or effect any remedies for default against Olympia unless and until Olympia has failed to cure the breach within the time periods provided in this Section.

10. Condition of Property upon Termination.

Subject to Sections 12 and 14, upon termination of this Lease, Lessee shall return the Area to Olympia in good, undamaged, useable condition, normal wear and tear excepted, and shall remove all above-ground Equipment from the Property within thirty (30) days after the effective termination date. Lessee shall be liable to Olympia for any unpaid annual Rent as of the date of termination of this Lease.

11. Notice.

Any notice required to be given under this Lease shall be deemed given three (3) days subsequent to deposit of such notice(s), properly addressed, in the United States mail, postage prepaid, sent by registered or certified mail, return receipt requested, or by a nationally recognized courier service.

TO LESSORS: **CITY OF OLYMPIA**
ATTN: Public Works Department
601 4th Avenue East
Olympia, WA 98507-1967

TO LESSEE: **NEW CINGULAR WIRELESS PCS, LLC**
Attn: Network Real Estate Administration
RE: Cell Site: WA6527 / Hoffman Road (WA)
Fixed Asset #: 10029561
575 Morosgo Drive NE
Atlanta, GA 30324

With a copy to: **NEW CINGULAR WIRELESS PCS, LLC**
Attn: Legal Department
RE: Cell Site: WA6527 / Hoffman Road (WA)
Fixed Asset #: 10029561
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to Lessee's Legal Department is an administrative step that alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

12. Alteration.

Lessee shall not make any alterations, additions, or improvements in the Area, which are not within the usual and customary method of installation of its Equipment, without first obtaining the consent of Olympia in writing, which consent shall not be unreasonably withheld, conditioned or delayed. All alterations, additions, and improvements to the Area shall be at the sole cost and expense of Lessee and shall become the Property of Olympia, excluding Lessee's Equipment, and be surrendered with the Property as a part thereof at the termination of this Lease, without disturbance, molestation, or injury, including but not limited to all foundations and utilities. At the City's discretion, all above-ground alterations, additions and improvements, and Equipment shall be removed by the Lessee within ninety

(90) days after the termination of this Lease and Lessee's receipt of Olympia's written request to remove such improvements.

13. Cooperation

Olympia will cooperate with Lessee's efforts to obtain utilities, electrical power, and telephone services necessary to operate Lessee's Equipment.

If Lessee shall perform work in the Property with the consent of Olympia, Lessee agrees to comply with all applicable laws, ordinances, rules, regulations and Engineering Design and Development Standards of the City of Olympia and any other authorized applicable governmental authority.

Lessee shall have the right to alter, replace, enhance and upgrade the Equipment at the Area at any time during the term of this Lease with equipment that is of similar or smaller size in share or number, upon prior written notice to Olympia; provided, however that such changes shall not cause measureable interference with existing facilities or operations at the Property. For other alterations, including but not limited to an increase in the height of the Equipment, increase in the use of ground space on site, or the substitution of substantially larger equipment, the Lessee must satisfy requirements set forth in Section 2, Permitted Use of this Lease and Olympia will approve such alterations, with such approval not to be unreasonably withheld, conditioned or delayed.

14. Ownership and Removal of Improvements.

All foundations, utilities, landscaping and all other improvements, including fixtures, except Lessee's Equipment, shall become the property of Olympia upon expiration or termination of this Lease. In the event that Olympia requires removal of such above-ground improvements and restoration upon the expiration or earlier termination of this Lease, such removal and restoration shall be accomplished at the sole expense of Lessee and completed within ninety (90) days after the termination of this Lease and Lessee's receipt of written notice from Olympia requiring removal of the improvements. In the event Equipment is left upon the Property after expiration or termination of this Lease, it shall become the property of Olympia if not removed by Lessee upon thirty (30) days written notice from Olympia. If such time for removal causes Lessee to remain on the Premises at the termination of this Agreement, Lessee shall pay rent at the then existing monthly rate or on the existing monthly prorate basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures, and all personal property are completed.

15. Interference with Other Users.

A. The City acknowledges, for purposes of this Section 15, that Lessee has leased the Area and been operating its Equipment thereon since June 1, 2002. The City has previously (prior to June 1, 2002) entered into leases with other tenants for their equipment and antennae facilities ("pre-existing tenants") on the Property. Lessee acknowledges that the City is also leasing the City's Property to other tenants for the purposes of transmitting and receiving telecommunication signals from the City's Property. The City, however, is not in any way responsible or liable for any interference with Lessee's

use of the City Property that may be caused by the use and operation of any other tenant's equipment, even if caused by new technology. In the event that any other tenant's activities interfere with the Lessee's use of the City's Property, and the City and Lessee cannot work out this interference with the other tenants using commercially reasonable efforts, the Lessee may seek injunctive relief against the interferor or, upon written notice to the City, terminate this Lease and restore the Area in accordance with the terms of Sections 10, 12 and 14 herein above. The City and Lessee shall cooperate with all other tenants to identify the causes of and work towards the resolution of any electronic or radio frequency interference problems. In addition, the Lessee agrees to eliminate any radio or television interference caused to City-owned facilities or surrounding residences at Lessee's own expense and without installation of extra filters on City-owned equipment. Lessee further agrees to accept such interference as may be received from City owned and operated telecommunications or other facilities located upon the City's Property prior to the Commencement Date of this Lease.

B. The Equipment that Lessee installs shall be of the type and frequency which will not cause measurable interference, as defined by the Federal Communications Commission (the "FCC"), to any currently (as of the Commencement Date of this Lease) licensed and operating communications equipment of Olympia, or other pre-existing tenants on the tower or at the Property. In the event Lessee's Equipment causes such interference, Lessee shall take all reasonable steps necessary to correct and eliminate the interference. Lessee shall eliminate any radio or television interference caused to Olympia owned and operated facilities located on the Property prior to the Commencement Date of this Lease at Lessee's sole expense and without installation of extra filters on Olympia-owned equipment.

C. Upon the Commencement Date of this lease, Lessee shall provide written assurance, in a format reasonable and customarily accepted by the federal government, ensuring that Lessee's Equipment complies with all applicable federal requirements for radio frequency (RF) emissions, and that Lessee's Equipment does not cause measurable interference with other equipment located on the Property.

D. Lessee understands that no use of the Property will be permitted which exceeds federal RF emissions standards at the boundaries of the Property. If the cumulative RF emissions levels ever exceed applicable federal standards, all users of the Property, including Lessee, will cooperate to bring the overall RF emissions into compliance. Notwithstanding the foregoing, the last user to add equipment on the Property that causes radio frequency interference and/or causes the cumulative RF emissions levels on the Property to exceed permissible levels shall have primary responsibility to investigate the cause of the interference and to incur the expense to cure the interference. If the interference cannot be cured using commercially reasonable efforts, such user shall remove from the Property the equipment that causes the interference.

E. Lessee's installation, operation, and maintenance of its Equipment shall not damage or materially interfere in any way with Olympia's facility operations or related repair and maintenance activities of Olympia's owned and operated facilities located at the Property, or with such activities of other pre-existing tenants at the Property. Lessee agrees to cease all such actions which materially interfere with such use by Olympia of the Property immediately upon actual notice of such interference,

except for intermittent testing to determine if the interference has been cured; provided however, in such case, Lessee shall have the right to terminate this Lease.

F. Olympia does not guarantee to Lessee subsequent noninterference with Lessee's Equipment operations; provided, however, that in the event any other party except a governmental unit, office or agency requests a lease and/or permission to place any type of additional antenna or transmission facility on the Property, the procedures of this section shall govern to determine whether such antenna or transmission facility will interfere with Lessee's Equipment operations. If Olympia receives any such request, the Lessee causing the interference shall take steps to remove such interference, which include technical specifications submitted to Olympia for review. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. Lessee shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objections within said thirty (30) day period shall be deemed consent by Lessee to the installation of antennas or transmission facilities pursuant to said proposal. If Lessee gives notice of objection due to interference during such 30 day period and Lessee's objections are verified by Olympia to be valid, then Olympia shall not proceed with such proposal unless Olympia modifies the proposal in a manner determined, in Olympia's reasonable judgment, to adequately reduce the interference. In that case, Olympia may proceed with and be allowed to place antennas or other communications facilities on the Property regardless of potential or actual interference with Lessee's use, provided however, if Lessee's use of the Area is materially affected in Lessee's sole discretion, Lessee may terminate the Lease.

16. Hazardous Substances.

Olympia represents that it has no knowledge of any substance, chemical, or waste (hereafter called "Hazardous Substance") on the Property that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation. Lessee shall not introduce any such Hazardous Substance on the Property in violation of any applicable law. Lessee represents warrants and agrees that its use of the Area and the Property shall be in compliance with all applicable state and federal environmental laws. Lessee will be solely responsible for and shall defend, indemnify, and hold Olympia, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the Property associated with the introduction by Lessee to the Property of such Hazardous Substance(s). Olympia will be solely responsible for and will defend, indemnify, and hold Lessee, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Property with respect to Hazardous Substances from any and all sources other than those Hazardous Substances introduced to the Property by Lessee. The obligations of this Section 16 shall survive the expiration or other termination of this Lease.

17. Assignment; Sublease.

A. Lessee shall not assign or transfer this Lease or sublet all or any portion of the Area either in whole or in part, either by involuntary sale or by voluntary sale, merger, consolidation; nor shall title thereto, either legal or equitable, or any right or property interest therein pass to or vest in any entity without the prior written consent of Olympia, which consent shall not be unreasonably withheld, conditioned or delayed; Lessee shall promptly notify Olympia of any proposed change in, or transfer of, or acquisition by any other party of control of the Lessee. Any such assignment, transfer, or sublet shall make this Lease subject to cancellation unless and until Olympia shall have consented thereto.

B. Notwithstanding the foregoing, this Lease shall not be assigned or sublet if Lessee is in violation of any provision thereof.

C. Notwithstanding anything contained herein to the contrary, this Lease may be sold, assigned or transferred by the Lessee without approval or consent of Olympia to the Lessee's, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets in the market, defined by the Federal Communications Commission in which the Property is located, by reason of a merger, acquisition or other business reorganization. Lessee shall notify Olympia within sixty calendar days (60) after the conclusion of such activities. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.

18. Venue.

In the event of suit to enforce the terms and conditions of this Lease, venue shall be in the Superior Court in Thurston County, Washington. Washington law shall apply, and the prevailing party shall be awarded costs and reasonable attorney's fees.

19. Liens.

By law, no lien may attach to public property. If Lessee has work performed on the Property, Lessee shall inform all of its contractors, subcontractors, suppliers, materialmen, laborers, and others who may have a lien against private property that they are prohibited from claiming a lien on city property.

20. Termination.

In addition to termination under Section 9 herein, Lessor may terminate this Lease after written notice to Lessee of its intent to do so given at least one hundred eighty (180) days prior to such termination; provided there is a bona fide threat of public health and safety hazard to the public caused or contributed to by Lessee's continued use of the Area (as permitted herein). Lessee may terminate this Lease with six (6) months written notice. Such termination shall be permitted in the event Lessee wishes to terminate this Lease Agreement at any time for any reason.

21. Right of Entry.

Olympia, and its agents, officers, and employees, may enter the Area (excluding the interior of the equipment shelter, unless accompanied by a representative of the Lessee) upon twenty-four (24) hours prior written notice to Lessee for the purpose of conducting inspection for compliance with this Lease or to conduct other business; provided, however, that in no event will Olympia modify, remove, relocate or otherwise tamper with the Equipment. In the event of an emergency, Olympia's agents, officers, and employees may enter the Area without notice to Lessee. Olympia shall be liable for any damage to the Equipment caused by Olympia or its duly authorized agents, officers and employees.

22. Whole Agreement.

This Lease contains the whole and entire agreement between the parties as to the transaction contained herein, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Both parties have read this Lease, understand its contents, and have opportunity to consult with their respective attorneys regarding it. Any amendments to this Lease must be in writing and executed by both parties.

23. Maintenance and Security.

A. Lessor shall maintain the Property (except for the Equipment and those parts of the Area Lessee has exclusive use and control of), including the water tank and access to the Area, in good repair and tenantable condition during the term of this Lease. Olympia has no responsibility for maintenance of or security for the Equipment placed upon the Property by Lessee.

B. Lessee shall have the right to install private utilities, at Lessee's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Lessee shall install separate meters for utilities it uses on the Property.

C. Lessee shall, at its own expense, maintain those parts of the Area Lessee has exclusive use and control of and its Equipment in a safe condition, in good repair and in a manner reasonably acceptable to Olympia. Additionally, Lessee shall keep those parts of the Area it has exclusive use and control of free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard, or any undue vibration, heat or noise. Lessee shall have the responsibility for the maintenance, repair and security of its Equipment and leasehold improvements. Lessee's Equipment shall, at all times, be painted, at Lessee's expense, the same color as the underlying City property to which its Equipment is attached, or other color as Olympia may specify. Any tree pruning or cutting that Lessee deems is reasonably required for installation and/or maintenance of the Area Lessee and/or Lessee's Equipment shall require Lessee to obtain permission from Olympia, and shall follow best management practices in accordance with City Code.

D. In the event that Olympia desires to make water tank repairs, or conduct maintenance or painting of the Property, Olympia agrees to provide thirty (30) days written notice to Lessee. Lessee agrees to accommodate Olympia by taking whatever action is necessary to secure the improvements of Lessee, or to remove them temporarily, if necessary, in order for Olympia to make repairs and do the maintenance. Olympia will use its best efforts to speedily take care of any work that requires Lessee to

remove or otherwise disable its Equipment. If Lessee is required to temporarily remove all or any of its Equipment or disable its operations to accommodate Olympia's repair or maintenance work, Olympia agrees to permit Lessee to place and operate temporary transmission and reception facilities on the Property in a mutually acceptable location until such time as Lessee is able to relocate its Equipment back to the Area and/or recommence operations therefrom; use and operation of such temporary facilities will be governed by all of the terms and conditions of this Lease, including Rent. Olympia agrees that the Rent shall be abated until Lessee's use of the Area and right to operate its Equipment therefrom is restored, unless Lessee places and operates temporary transmission and reception facilities on the Property.

E. Olympia may require an annual site visit to discuss the general conditions of "The Area". If a site visit is needed, a mutually agreed upon date and time will be determined. The Lessee and any sublease must post onsite a 24 hour emergency phone number.

24. Warranty of Title and Quiet Enjoyment.

Olympia warrants that: (i) Olympia owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances, and restrictions affecting Lessee's use; (ii) Olympia has full right to make and perform this Lease; and (iii) Olympia covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants, and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Property subject to this Lease. If Olympia sells or transfers all or any portion of the Property affecting the Property, any such sale, hypothecation, or transfer of all or any portion of the Property shall be made subject to the terms, provisions, and conditions of this Lease.

25. Holding Over.

Any holding over after the expiration of the term hereof, with the consent of Olympia, shall be construed to be a tenancy from month to month at two times the rent, or two hundred percent (200%) herein specified (prorated on a monthly basis) and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

26. Acceptance of Area.

Lessee is currently in possession of the Area and has been since June 1, 2002; Lessee accepts the Area in the condition existing as of the date it took exclusive possession thereof. Except as provided elsewhere in this Lease, Olympia makes no representation or warranty with respect to the Area's fitness for Lessee's particular purpose. Lessee shall, upon not less than forty-five (45) days prior request by Olympia, deliver to Olympia an estoppel statement in writing certifying that (a) this Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identifying the modifications); (b) the dates to which Rent and other charges have been paid; (c) so far as the person making the certificate knows, Olympia is not in default under any provisions of the Lease; and (d) such other factual matters as Olympia may reasonably request.

27. Successors and Assigns.

This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

28. Non-Waiver.

Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of their respective rights hereunder shall not waive such rights, but such party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Lessee to Olympia after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

29. Miscellaneous.

A. Olympia, and Lessee represent that each, respectively, has full right, power and authority to execute this Lease.

B. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

C. Over the term of the Lease, the Lessee will give reasonable consideration to adopting, installing and using new technologies on the Property which would reduce the footprint, height, width and/or area occupied by its equipment.

D. The Property houses critical structures and infrastructure necessary for the delivery of safe drinking water and fire suppression water. Any risks to such associated with the installation and operation of the Lessee's Equipment on or around the infrastructure must be minimized. The City's ability to operate and maintain its infrastructure must not be impeded or compromised in any way. In the event Lessee's Equipment or actions conflict with these purposes, this Lease may be terminated at any time.

[SIGNATURES ON FOLLOWING PAGES]

Approved as to form:

Julie Carignan for W. Dale Kamerrer
WSBA#36670

City Attorney Under Contract

LESSOR:

CITY OF OLYMPIA

By: _____

Name: Steve R. Hall

Title: City Manager

Date: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF THURSTON)

On this _____ day of _____ 20 _____, before me personally appeared _____ to me known to be the _____ for _____, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Print Name: _____

NOTARY PUBLIC in and for the State of _____, residing at _____.

My commission expires _____.

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)

) ss.

COUNTY OF _____)

On this _____ day of _____ 20____, before me personally appeared _____
to me known to be the _____ for _____, that executed the
within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary
act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that
he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Print Name: _____

NOTARY PUBLIC in and for the State
of _____, residing at _____.
My commission expires _____.

Date: February 3, 2017
Project: Hoffman Tank AT&T Lease

EXHIBIT "A1"
HOFFMAN TANK SITE LEGAL DESCRIPTION

Burdened Parcel

That portion of the West half of the East half of the Northeast Quarter of Section 30, Township 18 North, Range 1 West, W.M., lying entirely within the property described in Real Estate Contract recorded in Volume 887, page 103, Records of Thurston County Washington and more particularly described as follows:

Commencing at the Southwest corner of said West half of the East half of the Northeast Quarter; thence North 2°16'16" East along the west line of said West half, 1319.49 feet to the Southwest corner of the Northeast Quarter of the Northeast Quarter; thence continuing North 2° 16' 16" East 263.90 feet to the Northwest corner of the previously mentioned property description; thence South 87° 44' 17" East along the north line of said property 661.74 feet to the east line of said West half of the East half of the Northeast Quarter and the Northeast corner of said property and the **POINT OF BEGINNING** of this description; thence South 2°18' 55" West along said east line 294.26 feet; thence North 87° 42' 26" West 146.66 feet; thence North 2° 18'55" East 294.18 feet to the north line of mentioned property description; thence South 87°44'17" East along said north line 146.66 feet to the Northeast corner of said property and the **POINT OF BEGINNING** of this description.



Date: March 24, 2017
Project: Hoffman Tank AT&T Lease

EXHIBIT "A2"
AT&T LEASE SITE

A 20 foot square site contained within the above described parcel (Hoffman Site) more particularly described as follows:

Commencing at the Southwest corner of the Hoffman Site; thence North 2°18'55" East, along the west line of the Hoffman Site 152.73 feet; thence leaving said west line North 87°41'05" West, 33.45 feet to the **POINT OF BEGINNING** of the Lease Site; thence North 0°53'07" West, 20.00 feet; thence North 89°06'53" East, 20.00 feet; thence South 0°53'07" East, 20.00 feet; thence South 89°06'53" West, 20.00 feet to the **POINT OF BEGINNING** of the Lease Site.

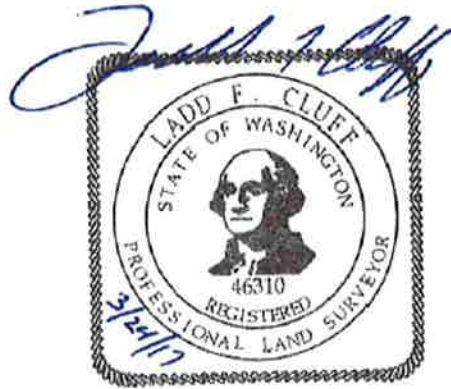


EXHIBIT B

EQUIPMENT

(Insert List of equipment and antenna)

Antenna			
Quantity of Antenna	Antenna make & model #	Attachment/installation method	Others
3	db SPECTRA SPD2P6516XLH	Pipe Mounted	
3	Kathrein 80010892	Pipe Mounted	
3	Kathrein 80010866	Pipe Mounted	

Ground Space and Equipment		
Ground facility description and size (concrete pad with fencing and gate, building, etc.)	List equipment (Generator, control box, etc.)	Others
15' x 20' concrete pad within fenced compound	(6) Batteries in BBU Cabinet, UMTS Cabinet, GSM Cabinet, Power Cabinet, DC to DC converter unit and shelf, Utility Frame, Purcell Cabinet, AT&T Doghouse	(2) AT&T Ice-Bridges

EXHIBIT C

PRICING STRUCTURE

(Insert rent list: # of antenna, ground space square footage, etc.)

Antenna			
Quantity of Antenna	Antenna make & model #	Attachment/installation method	Rent per antenna
1	db SPECTRA SPD2P6516XLH	Pipe Mounted	\$2,700.00
1	Kathrein 80010892	Pipe Mounted	\$2,700.00
1	Kathrein 80010866	Pipe Mounted	\$2,700.00
1	db SPECTRA SPD2P6516XLH	Pipe Mounted	\$2,700.00
1	Kathrein 80010892	Pipe Mounted	\$2,700.00
1	Kathrein 80010866	Pipe Mounted	\$2,700.00
1	db SPECTRA SPD2P6516XLH	Pipe Mounted	\$2,700.00
1	Kathrein 80010892	Pipe Mounted	\$2,700.00
1	Kathrein 80010866	Pipe Mounted	\$2,700.00

Sub-total \$24,300.00

Ground Facility and Equipment			
Ground Facility (SF)	Unit Cost per SF	List equipment (Generator, control box, etc.)	Ground Facility Rent
400	\$25.00	(6) Batteries in BBU Cabinet, UMTS Cabinet, GSM Cabinet, Power Cabinet, DC to DC converter unit and shelf, Utility Frame, Purcell Cabinet, AT&T Doghouse	\$10,000.00

Sub-total \$10,000.00

Utility, Electrical and Conduit Runs		
Quantity (LF)	Cost per LF	Utility Easement Rent
1,150.00	\$2.00	\$2,300.00

Sub-total \$2,300.00

Total Rent Amount \$36,600.00



City Council

Approval of Amendment to Ordinance 7059 (Operating Budget)

Agenda Date: 4/11/2017
Agenda Item Number: 4.F
File Number: 17-0321

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

Title

Approval of Amendment to Ordinance 7059 (Operating Budget)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve amending Ordinance 7059 on second reading.

Report

Issue:

Whether to approve the Amendment to Ordinance 7059.

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

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

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

No separate ordinances were passed since the adoption of ordinance 7059 relating to the Operating Budget.

Budget Items not previously presented to the Council:

- 1) Appropriation of \$90,000 from the Community Development Block Grant and \$26,438 from the Sewer Collection Utility for funding the Artesian Park restroom. The budget amendments include \$26,438 to be transferred from Wastewater utility to fund the project. The funding from the Community Development Block Grant is within the existing budget of the grant program.
- 2) Appropriation of \$70,201 for additional portable restrooms, funding provided by the Wastewater Utility.
- 3) Appropriation of \$14,540 for emergency management staffing, funded by a grant from FEMA.
- 4) Appropriation of \$19,384 for the shared leave program. This is funded by employee donations, which have not been previously appropriated.
- 5) Appropriation of \$200,000 for information technology improvements to financial systems and \$25,000 for court systems. Funding is from existing resources within the information technology improvement special account not previously appropriated.
- 6) Appropriation of \$21,000 permit revenue for on-going costs related to the new permitting system online portal. Funding provided by development fee revenue.
- 7) Appropriation of \$4,024 for energy projects. Funded from energy rebates.
- 8) Appropriation of \$21,375 for temporary labor to back-fill staffing due to extended leave of personnel in the General Fund. The ordinance also includes an increase of \$21,375 in the Development Fee Revenue Fund to reimburse the General Fund for the additional cost.
- 9) Appropriation of \$25,500 for contracted services for plan review and electrical inspections due to work load in the General Fund. The ordinance also includes an increase of \$25,500 in the Development Fee Revenue Fund to reimburse the General Fund for the additional cost.
- 10) Reduction of \$25,000 budget for the hearings examiner and \$15,000 for contracted plan review services from the General Fund to the Development Fee Revenue Fund and related funding. Based on the recent policy approved by the Council related to funding of development management.

Re-appropriation of \$40,000 within the Development Fee Revenue Fund for the reduction in the General Fund noted above, and \$10,000 for additional contracted services as may be needed. Funding provided by Development Fee revenue.

- 11) Appropriation of \$176,000 for planning and pre-design for use of the Carpenter Road property (previously, the firing range). Funding is from the fund balance of the Waste ReSources Utility in excess of the reserve requirement.
- 12) Appropriation of \$556,500 due to re-configuration of the recycling process of the Waste ReSources Utility. The hauling and processing of recyclables was changed from a single vendor to separate vendors for the two functions. Prior to re-configuration net costs after an offset of the value of recyclables was budgeted. With re-configuration the total cost of hauling and processing will be recognized and the value of recyclables will be recognized. The

appropriation is funded by a budget increase in revenue.

- 13) Appropriation of \$54,000 for an additional 0.5 FTE facilities supervisor. Funding is provided by rent for usage of facilities by various departments. The rent to be paid by the departments is within existing budgets of the departments.

Neighborhood/Community Interests (if known):

None known.

Options:

- 1) Approve ordinance amending Ordinance 7059.
- 2) Do not approve the amending ordinance. The budget items not previously presented to the council would not be authorized.

Financial Impact:

Total increase appropriations by \$1,397,275. Funding for these appropriations noted above.

Attachments:

Ordinance

Ordinance No.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO BUDGETS, FINANCE, AND SALARIES, AND AMENDING ORDINANCE NO. 7059.

WHEREAS, the Olympia City Council passed Ordinance No. 7059 on December 13, 2016; and

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

WHEREAS, the following amendments need to be made to Ordinance No. 7059;

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

Section 1. 2017 Budget. The budget for the calendar year 2017 is hereby adopted in the amounts and for the purposes as shown below; and the following sums, or so much thereof as shall severally be found necessary, are hereby appropriated out of any of the monies in the several funds in the City Treasury hereinafter named.

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
General, Regular Operations	\$113,000 <u>\$107,000</u>	\$71,955,737 <u>\$72,153,590</u>	\$72,068,737 <u>\$72,260,590</u>	\$-
General, Special Sub-Funds				
Special Accounts	333,795 <u>578,179</u>	861,880	1,195,675 <u>1,440,059</u>	-
Development Fee Revenue	- <u>46,875</u>	3,321,530 <u>3,392,530</u>	3,321,530 <u>3,439,405</u>	-
Parking	-	1,530,700	1,395,512	135,188
Post Employment Benefits	1,599,500	1,101,000	2,700,500	-
Washington Center	5,000	349,200	354,200	-
Municipal Arts	900	53,100	54,000	-
Equip & Facilities Reserve	-	1,492,612 <u>1,496,636</u>	1,492,612 <u>1,496,636</u>	-
Total General Fund	2,052,195 <u>2,337,454</u>	80,665,759 <u>80,938,636</u>	82,582,766 <u>83,140,902</u>	135,188
4 th /5 th Avenue Corridor Bridge Loan	20	552,489	552,509	-
UTGO Bond Fund – 2009 Fire	3,480	1,187,851	1,191,331	-
City Hall Debt Fund – 2009	952	2,419,166	2,420,118	-
2010 LTGO Bond – Street Projects	4	436,009	436,013	-
L.O.C.A.L. Debt Fund – 2010	-	178,283	178,281	2
2010B LTGO Bonds - HOCM	-	430,888	430,888	-
2013 LTGO Bond Fund	-	673,875	673,875	-
2016 LTGO Parks BAN	-	115,000	115,000	-
Water Utility O&M	-	13,302,290	13,297,934	4,356
Sewer Utility O&M	- <u>96,639</u>	19,901,896	<u>19,901,896</u> <u>19,998,535</u>	-

Solid Waste Utility	-	11,198,320	10,998,787	199,533
	<u>176,000</u>	<u>11,764,820</u>	<u>11,741,287</u>	
Stormwater Utility	-	5,313,050	5,310,757	2,293
Water/Sewer Bonds	-	2,044,982	2,023,330	21,652
Stormwater Debt Fund	-	123,359	123,359	-
Equipment Rental	-	2,322,434	2,322,434	-
TOTALS	\$2,056,651	\$140,865,651	\$142,559,278	\$363,024
	\$2,614,549	\$141,705,028	\$143,956,553	

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

Section 3. Salaries and Compensation. The salaries and compensation for the City of Olympia employees for the calendar year 2017 shall be as set forth in the "Supplementary Information" section of the 2017 Adopted Operating Budget document, or as the same may be amended by the City Manager as part of his administration of the budget pursuant to Section 2 above.

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

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

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:
APPROVED:
PUBLISHED:



City Council

Approval of Amendment to Ordinance 7057 (Capital Budget)

Agenda Date: 4/11/2017
Agenda Item Number: 4.G
File Number: 17-0323

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

Title

Approval of Amendment to Ordinance 7057 (Capital Budget)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve amending Ordinance 7057 on second reading.

Report

Issue:

Whether to approve the Amendment to Ordinance 7057

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

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

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

No separate ordinances were passed since the adoption of ordinance 7057 relating to the Operating Budget.

Budget Items not previously presented to the Council:

- 1) Appropriation of an additional \$45,000 to be transferred from the Voted Utility Tax Fund to the Parks Bond Anticipation Note (BAN) Fund for interest on draws on the Parks BAN including the Brentridge purchase. Funding is from Voted Utility taxes.
- 2) Appropriation of \$751,749 for remediation at the DOT site on State Street. Funding is from a settlement agreement with the State of Washington.
- 3) Correction to the funding of the Storm Water CIP Fund. The original ordinance adopted in December incorrectly listed \$1,614,910 of funding coming from fund balance of the Fund. This amount should have been included in the revenue column along with other revenues. The \$1,614,910 is for future debt to be issued.
- 4) Appropriation of \$30,000 for sewer repairs on Division Street. Funding is from a legal settlement.
- 5) Appropriation of \$148,111 of unappropriated fund balance of the City Hall Construction Fund. These funds to be used for future obligations of the fund including fund for public art.
- 6) Appropriation of \$360,440 for replacement of existing in-pavement light systems at nine locations. Funding is from a Federal grant through the State of Washington.
- 7) Appropriation of \$84,632 for school speed limit zone, flashing beacons at three locations. Funding is from a Federal grant through the State of Washington and a contribution from the Olympia School District.
- 8) Appropriation of \$799,057 for the roundabout at Boulevard and Morse-Merryman. Funding is from a Federal grant through the State of Washington.
- 9) Appropriation of \$50,000 for the installation of pedestrian crossing flashing beacons at two locations. Funding is from a Federal grant through the State of Washington.
- 10) Appropriation of \$2,300 for the Stevens Field synthetic turf installation project. Funding is from ballfield impact fees. This also includes an appropriation of \$2,300 within the Ballfield Impact Fee account to be transferred to the Capital Improvement Fund.
- 11) Appropriation of \$10,100 for mitigation at the old west side landfill. Funding is from insurance proceeds.

Neighborhood/Community Interests (if known):

None known.

Options:

- 1) Approve ordinance amending Ordinance 7057.

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

Financial Impact:

Total increase in appropriations is \$2,283,689. The sources of funding of these appropriations are noted above.

Attachments:

Ordinance

Ordinance No.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE CAPITAL FACILITIES PLAN FOR THE YEARS 2017-2022 AND AMENDING ORDINANCE NO. 7057.

WHEREAS, the Olympia City Council adopted the “Capital Facilities Plan” (CFP) for years 2017 through 2022 by passing Ordinance No. 7057 on December 13, 2016; and

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

WHEREAS, the following amendments need to be made to Ordinance No. 7057;

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

Section 1. That certain document entitled the "Capital Facilities Plan," covering the years 2017 through 2022, a copy of which will be on file with the Office of the Director of Administrative Services and available on the City’s web site, is hereby adopted as the Capital Facilities Plan for the City of Olympia and is incorporated herein as though fully set forth.

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

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

Section 4. The Director of Administrative Services is hereby authorized to bring forward into fiscal year 2017 all appropriations and allocations not otherwise closed, completed, or deleted from prior fiscal years' capital budgets.

Section 5. The following appropriations are hereby made:

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
Impact Fee Fund	\$5,080,938 \$5,083,238	\$800,000	\$5,880,938 \$5,883,238	\$-
SEPA Mitigation Fee Fund	147,360	-	147,360	-
Parks & Recreational Sidewalk, Utility Tax Fund	-	2,975,000 3,020,000	2,975,000 3,020,000	-
Real Estate Excise Tax Fund	831,800	1,200,000	2,031,800	-
Capital Improvement Fund	5,550	16,097,765 18,156,043	16,103,315 18,161,593	-

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
City Hall Construction Fund	148,111		148,111	-
Water CIP Fund	1,300,000	4,866,500	6,166,500	-
Sewer CIP Fund	1,429,699	741,301	2,171,000	-
		771,301	2,201,000	
Storm Water CIP Fund	1,614,910	687,690	2,302,600	-
	-	2,302,600		
TOTALS	\$10,410,257	\$27,368,256	\$37,778,513	\$0
	\$8,945,758	\$31,116,444	\$40,062,202	

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

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of an Ordinance Revising Boundary Line Adjustments

Agenda Date: 4/11/2017
Agenda Item Number: 4.H
File Number: 17-0256

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

Title

Approval of an Ordinance Revising Boundary Line Adjustments

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the ordinance revising Olympia Municipal Code Title 17.30, Boundary Line Adjustments, to be consistent with the Revised Code of Washington Chapter 18 and Chapter 58, on first reading and forward to second reading.

Report

Issue:

Whether the City Council should pass an ordinance revising Olympia Municipal Code Title 17.30, Boundary Line Adjustments.

Staff Contact:

Ladd F. Cluff, PLS, City Surveyor, Public Works Engineering, 360.753.8389

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

A boundary line adjustment makes minor changes to boundary lines. Adjustments do not create an additional lot, tract, parcel, building site, or division. Boundary line adjustments are used to consolidate lots and resolve minor boundary line problems between two parcels of land, such as discrepancies found as a result of a boundary survey.

Olympia Municipal Code (OMC) 17.30 defines the process and requirements for adjusting boundary lines. Changes to our current Code will improve consistency with the Revised Code of Washington (RCW).

First, our current OMC 17.30 does not specifically require that a licensed land surveyor be

responsible to prepare a Boundary Line Adjustment. Adding this requirement will make our City Code consistent with RCW.

Second, OMC 17.30 does not clearly articulate the legislative intent of “minor” adjustment as it relates to boundary line adjustments. This change will provide clear distinction between Boundary Line Adjustment and Platting.

Third, the current City monument policy requires the surveyor preparing the Record of Survey to set monuments at all corners of the adjusted parcels. This is consistent with standard survey practice, RCW and Washington Administrative Code (WAC). The proposed change codifies this policy, conforming to RCW and WAC standards, thereby setting clear expectations and further protecting property rights.

Finally, the current OMC 17.30 does not currently restrict the reuse of parcel identifiers on multiple adjustments of the same properties. This leads to a parcel having the same identifier on multiple Boundary Line Adjustments, creating potential land title concerns. Placing a requirement for unique identifiers on each parcel is in the best interest of the City and community. This restriction reduces potential title confusion in the future.

Neighborhood/Community Interests (if known):

Making the proposed code revisions will provide clear direction to the development community and reduce the potential for future confusion related to boundary line adjustments.

Options:

Option 1: Approve the ordinance revising Olympia Municipal Code Title 17.30 to be consistent with the Revised Code of Washington. This provides clarity to the development community and staff administering City Code.

Option 2: Do not approve the ordinance revising Olympia Municipal Code Title 17.30. Uncertainty and conflict with RCW remain.

Financial Impact:

None

Attachments:

Ordinance

OMC Revision with strikeouts and underline

Current Relevant RCWs (with emphasis added)

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE (OMC) CHAPTER 17.30, BOUNDARY LINE ADJUSTMENTS

WHEREAS, OMC Chapter 17.30 defines the process and requirements for the adjustment of boundary lines within city limits; and

WHEREAS, Public Works and Community Planning and Development staff reviewed the City's boundary line adjustment (BLA) process and requirements and propose making certain amendments to OMC Chapter 17.30; and

WHEREAS, the proposed code amendments will make the OMC consistent with land boundary surveying requirements contained in the Revised Code of Washington and the Washington Administrative Code; and

WHEREAS, the proposed code amendments are intended to provide more clear direction to the development community, reducing the potential for future confusion related to BLAs and further protecting property rights; and

WHEREAS, this Ordinance is supported by the staff report and materials associated with this Ordinance, along with other documents on file with the City of Olympia, including but not limited to documents relating to BLAs; and

WHEREAS, the City Council determines it to be in the best interest of the citizens and property owners of the City of Olympia to update the Olympia Municipal Code with respect to boundary line adjustments;

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

Section 1. Amendment of OMC 17.30. Olympia Municipal Code Chapter 17.30 is hereby amended to read as follows:

**Chapter 17.30
BOUNDARY LINE ADJUSTMENTS**

17.30.000 Chapter Contents

Sections:

- 17.30.010 Applicability.
- 17.30.020 Submission of application.
- 17.30.030 Review criteria.
- 17.30.040 Final approval and recording.
- 17.30.050 Prohibition against other subdivisions.

17.30.010 Applicability

Every boundary line adjustment, whether lot consolidation or lot line move shall comply with this chapter and with applicable state law. No boundary line adjustment within the limits of the City of Olympia shall be

approved or recorded that does not comply with the criteria below; provided that approval may be granted if existing nonconforming aspects of the site are either not changed or are made more conforming.

17.30.020 Submission of application

Boundary line adjustment applications shall be submitted to the Department on forms provided by the Department and include the applicable fees, Record of Survey, and all required information set forth in the Application Content Lists. See OMC ~~18.77.010~~. ~~To ensure compliance with the criteria below or determine whether a proposed boundary line adjustment conforms with the standards below, or to ensure adequate monumentation of new property boundaries,~~ The Department is authorized and granted the discretion to require as a condition of approval that ~~a~~ the record of survey be prepared include and provided regarding such ~~new boundary and of~~ other relevant parcel boundaries and other site features.

17.30.030 Review criteria

The Department shall consider and review the proposed boundary line adjustment, and approve the boundary line adjustment, and certify that the proposed boundary line adjustment conforms to the requirements of this subsection, and affix its signature to the adjustment prior to recording, if and only if:

- ~~1.~~ 1.—No additional lots, tracts, parcels, building sites or land divisions are created, and all lot line adjustments are minor and do not alter the underlying plat pattern, such as changing the cardinal direction of a line or general orientation of lots or lot access;
- ~~2.~~ 2. The purpose of the boundary line adjustment is to resolve boundary line issues between two lots, tracts, parcels, sites or divisions of land, such as an encroachment or encroachments found as a result of a land boundary survey or to consolidate two or more lots, tracts, or parcels;
- ~~3.~~ 3. The boundary line adjustment does not result in the entire relocation of lots, sites, tracts, or parcels from one area to another;

- ~~24.~~ 24. All resulting parcels contain sufficient area and dimensions to meet all applicable requirements for a building site and conform to all required setbacks and building and fire separation standards;

- ~~35.~~ 35. All resulting parcels comply with any restrictive covenants contained on the face of the final plat, short plat, or large lot plat, if any; and all resulting lots do not violate previous conditions of preliminary plat, short plat, or large lot approval;

- ~~46.~~ 46. Each resulting parcel has legal access;

- ~~57.~~ 57. The ~~map~~ Record of Survey includes acknowledged signatures of all parties having an interest in the lots the lines of which the lines are being adjusted;

- ~~68.~~ 68. Legal descriptions of each of the resulting parcels conform to applicable standards; together with the signature of a ~~title company representative or~~ licensed land surveyor, licensed in the State of

Washington, which attests to the accuracy of the legal ~~description or~~ description and survey describing the adjusted lot lines; and

~~79.~~ The boundary line adjustment is not for the purpose intended solely to of evade ~~avoiding~~ public improvements requirements that would be associated with a replat or other new land division approval or an obligation to pay latecomer fees.

17.30.040 Final approval and recording

Approval of the boundary line adjustment shall not be final until:

- ~~1.~~ 1.—There is compliance with the requirements above; and
- ~~2.~~ 2. The surveyor preparing the Record of Survey shall find or set monuments at all corners and angle points of the adjusted parcels. At the discretion of the City Surveyor, witness corners and reference monuments may be used when impracticable to monument the actual corners; and
- ~~3.~~ 3. Each adjusted parcel shall have a unique identifier on the Record of Survey that has not been previously used or associated, in any way, with the adjusted parcels; and
- ~~24.~~ The county treasurer has certified that all taxes on the land have been fully paid and discharged; and
- ~~35.~~ A final ~~map including any r~~Record of ~~s~~Survey has been approved by the Department and filed for record with Thurston County Auditor.

17.30.050 Prohibition against other subdivisions

No boundary line adjustment, except to resolve discrepancies between deed boundaries and use boundaries, or subdivision by short plat, large lot subdivision or binding site plan shall be approved which includes any land contained within an approved preliminary plat during the period in which such preliminary plat is valid.

Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

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

Section 4. Effective Date. This Ordinance shall take effect thirty (30) days after passage and publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

Chapter 17.30 BOUNDARY LINE ADJUSTMENTS

17.30.000 Chapter Contents

Sections:

- [17.30.010](#) Applicability.
- [17.30.020](#) Submission of application.
- [17.30.030](#) Review criteria.
- [17.30.040](#) Final approval and recording.
- [17.30.050](#) Prohibition against other subdivisions.

(Ord. 6408 §6, 2006)

17.30.010 Applicability

Every boundary line adjustment, whether lot consolidation or lot line move shall comply with this chapter and with applicable state law. No boundary line adjustment within the limits of the City of Olympia shall be approved or recorded that does not comply with the criteria below; provided that approval may be granted if existing nonconforming aspects of the site are either not changed or are made more conforming.

(Ord. 6408 §6, 2006).

17.30.020 Submission of application

Boundary line adjustment applications shall be submitted to the Department on forms provided by the Department and include the applicable fees, Record of Survey, and all required information set forth in the Application. ~~Content Lists. See OMC 18.77.010. To ensure compliance with the criteria below or determine whether a proposed boundary line adjustment conforms with the standards below, or to ensure adequate monumentation of new property boundaries,~~ The Department is authorized and granted the discretion to require as a condition of approval that ~~a the~~ record of survey ~~be prepared~~ include and provided regarding such new boundary and of other relevant parcel boundaries and other site features.

(Ord. 6408 §6, 2006, Ord. _____).

17.30.030 Review criteria

The Department shall consider and review the proposed boundary line adjustment, and approve the boundary line adjustment, and certify that the proposed boundary line adjustment conforms to the requirements of this subsection, and affix its signature to the adjustment prior to recording, if and only if:

- ~~1.~~ 4.—No additional lots, tracts, parcels, building sites or land divisions are created, and all lot line adjustments are minor and do not alter the underlying plat pattern, such as changing the cardinal direction of a line or general orientation of lots or lot access;
2. The purpose of the boundary line adjustment is to resolve boundary line issues between two lots, tracts, parcels, sites or divisions of land, such as an encroachment or encroachments found as a result of a land boundary survey or to consolidate two or more lots, tracts, or parcels;
3. The boundary line adjustment does not result in the entire relocation of lots, sites, tracts, or parcels from one area to another;

24. All resulting parcels contain sufficient area and dimensions to meet all applicable requirements for a building site and conform to all required setbacks and building and fire separation standards;

35. All resulting parcels comply with any restrictive covenants contained on the face of the final plat, short plat, or large lot plat, if any; and all resulting lots do not violate previous conditions of preliminary plat, short plat, or large lot approval;

46. Each resulting parcel has legal access;

57. The ~~map~~ Record of Survey includes acknowledged signatures of all parties having an interest in the lots ~~the lines~~ of which the lines are being adjusted;

68. Legal descriptions of each of the resulting parcels conform to applicable standards; together with the signature of a ~~title company representative or~~ licensed land surveyor, licensed in the State of Washington, which attests to the accuracy of the legal ~~description or~~ description and survey describing the adjusted lot lines; and

79. The boundary line adjustment is not for the purpose intended solely to evade ~~avoiding~~ public improvements requirements that would be associated with a replat or other new land division approval or an obligation to pay latecomer fees.

(Ord. 6408 §6, 2006, Ord. _____).

17.30.040 Final approval and recording

Approval of the boundary line adjustment shall not be final until:

- ~~1.~~ 1.—There is compliance with the requirements above; and
2. The surveyor preparing the Record of Survey shall find or set monuments at all corners and angle points of the adjusted parcels. At the discretion of the City Surveyor, witness corners and reference monuments may be used when impracticable to monument the actual corners; and

3. Each adjusted parcel shall have a unique identifier on the Record of Survey that has not been previously used or associated, in any way, with the adjusted parcels; and

24. The county treasurer has certified that all taxes on the land have been fully paid and discharged; and

35. A final ~~map including any r~~Record of ~~s~~Survey has been approved by the Department and filed for record with Thurston County Auditor.

(Ord. 6408 §6, 2006, Ord. _____).

17.30.050 Prohibition against other subdivisions

No boundary line adjustment, except to resolve discrepancies between deed boundaries and use boundaries, or subdivision by short plat, large lot subdivision or binding site plan shall be approved which includes any land contained within an approved preliminary plat during the period in which such preliminary plat is valid.

(Ord. 6408 §6, 2006).

RCW 18.43.020 (9) "Practice of land surveying" means assuming responsible charge of the surveying of land for the establishment of corners, lines, boundaries, and monuments, the laying out and subdivision of land, the defining and locating of corners, lines, boundaries, and monuments of land after they have been established, the survey of land areas for the purpose of determining the topography thereof, the making of topographical delineations and the preparing of maps and accurate records thereof, when the proper performance of such services requires technical knowledge and skill.

RCW 58.09.020 (3) "Survey" shall mean the locating and monumenting in accordance with sound principles of land surveying by or under the supervision of a licensed land surveyor, of points or lines which define the exterior boundary or boundaries common to two or more ownerships or which reestablish or restore general land office corners.

RCW 58.09.030 any land surveyor engaged in the practice of land surveying may prepare maps, plats, reports, descriptions, or other documentary evidence in connection therewith.

Every map, plat, report, description, or other document issued by a licensed land surveyor shall comply with the provisions of this chapter whenever such map, plat, report, description, or other document is filed as a public record.

It shall be unlawful for any person to sign, stamp, or seal any map, report, plat, description, or other document for filing under this chapter unless he be a land surveyor.

RCW 58.09.040 (1) It shall be mandatory, within ninety days after the establishment, reestablishment or restoration of a corner on the boundary of two or more ownerships or general land office corner by survey that a land surveyor shall file with the county auditor in the county or counties wherein the lands surveyed are situated a record of such survey, in such form as to meet the requirements of this chapter, which through accepted survey procedures, shall disclose:

- (a) The establishment of a corner which materially varies from the description of record;
- (b) The establishment of one or more property corners not previously existing;
- (c) Evidence that reasonable analysis might result in alternate positions of lines or points as a result of an ambiguity in the description;
- (d) The reestablishment of lost government land office corners.



City Council

Approval of an Ordinance Amending Authority in the Event of an Emergency

Agenda Date: 4/11/2017
Agenda Item Number: 4.I
File Number: 17-0358

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

Title

Approval of an Ordinance Amending Authority in the Event of an Emergency

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on first reading and forward to second reading the ordinance amending Olympia Municipal Code Sections 2.04.080 and 2.04.090 relating to authority in the event of an emergency.

Report

Issue:

Whether to approve an ordinance updating the Olympia Municipal Code (OMC) to clarify authority in the event of an emergency.

Staff Contact:

Annaliese Harksen, Deputy City Attorney/Police Legal Advisor, 360.753.8338

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

RCW Chapter 38.52 on Emergency Management and Olympia Municipal Code (OMC) Chapter 2.24 establish the City of Olympia's Department of Emergency Management. RCW 38.52.010 defines the "Executive Head" who may proclaim an emergency:

[i]n the case of cities and towns, [as] the mayor in those cities and towns with mayor-council or commission forms of government, where the mayor is directly elected, and it means the city manager in those cities and towns with council manager forms of government. Cities and towns may also designate an executive head for the purposes of this chapter by ordinance.

If there is a need to declare an emergency, the OMC provides such authority to the City Manager or Emergency Management Director under OMC 2.24.030(C)(2), which states, in part, that:

. . . C. *Emergency. Emergency as used in this chapter shall mean an event or set of circumstances which: 1. Demands immediate action to preserve public health, protect life, protect public property or provide relief to any stricken neighborhood overtaken by such occurrences, and 2. Reaches such a dimension or degree of destructiveness as to warrant the **City Manager** or **Emergency Management Director** proclaiming the existence of an emergency, with such action subject to prompt confirmation of the City Council by adoption of a resolution at a special or regular meeting, authorizing and directing all city personnel, services and facilities to be assigned to the emergency response and recovery effort.*

Olympia Municipal Code Sections 2.04.080 and 2.04.090, which were valid provisions when the City of Olympia was governed under a Commission form of government, are no longer applicable under the City of Olympia's Council-Manager form of government and should be repealed.

Neighborhood/Community Interests (if known):

None known

Options:

1. Approve the proposed ordinance amending OMC Sections 2.04.080 and 2.04.090 relating to authority in the event of an emergency, and forward onto second reading.
2. Direct staff to make different or additional amendments to the proposed ordinance.
3. Decide not to approve the proposed ordinance and leave OMC Sections 2.04.080 and 2.04.090 as currently written. This could lead to confusion in the event of an emergency.

Financial Impact:

None

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, REPEALING OLYMPIA MUNICIPAL CODE SECTIONS 2.04.080 and 2.04.090 RELATING TO AUTHORITY IN THE EVENT OF AN EMERGENCY

WHEREAS, RCW Chapter 38.52 on Emergency Management and Olympia Municipal Code Chapter 2.24 establish the City of Olympia's Department of Emergency Management; and

WHEREAS, RCW 38.52.010 defines the "Executive Head" who may proclaim an emergency " *[i]n the case of cities and towns, [as] the mayor in those cities and towns with mayor-council or commission forms of government, where the mayor is directly elected, and it means the city manager in those cities and towns with council manager forms of government. Cities and towns may also designate an executive head for the purposes of this chapter by ordinance.*"; and

WHEREAS, if there is a need to declare an emergency, the Olympia Municipal Code provides such authority to the City Manager or Emergency Management Director under 2.24.030(C)(2), which states, in part, that, ". . . C. *Emergency. Emergency as used in this chapter shall mean an event or set of circumstances which: 1. Demands immediate action to preserve public health, protect life, protect public property or provide relief to any stricken neighborhood overtaken by such occurrences, and 2. Reaches such a dimension or degree of destructiveness as to warrant the **City Manager or Emergency Management Director** proclaiming the existence of an emergency, with such action subject to prompt confirmation of the City Council by adoption of a resolution at a special or regular meeting, authorizing and directing all city personnel, services and facilities to be assigned to the emergency response and recovery effort.*"; and

WHEREAS, Olympia Municipal Code Sections 2.04.080 and 2.04.090, which were valid provisions when the City of Olympia was governed under a Commission form of government, are no longer applicable under the City of Olympia's Council-Manager form of government; and

WHEREAS, the City Council wishes to update the Olympia Municipal Code and repeal inconsistent provisions so that, if an emergency declaration becomes necessary, the City's code is clear with respect to who has authority to make an emergency declaration;

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

Section 1. Amendment of OMC 2.04. Olympia Municipal Code Chapter 2.24 is hereby amended to read as follows:

**Chapter 2.04
CITY COUNCIL**

2.04.000 Chapter Contents

Sections:

- 2.04.010 Composition.
- 2.04.020 Powers.
- 2.04.030 Forfeiture of office.
- 2.04.040 Vacancies--Filling.

- 2.04.050 Meetings.
- 2.04.060 Mayor--Powers and duties--Election--Term.
- 2.04.070 Mayor pro tem--Designation--Alternate appointments.
- ~~2.04.080 Mayor Powers to proclaim emergency.~~
- ~~2.04.090 Mayor Powers during emergency.~~
- 2.04.100 Compensation.

2.04.010 Composition

The city council, under the council/manager plan of government, shall be composed of seven councilmembers, all of whom shall be elected by a majority vote from the city-at-large. The councilmembers elected to positions one, two and three at the first election of councilmembers on November 2, 1982, shall serve for one-year terms. The councilmembers elected to positions four, five, six and seven at the first election of councilmembers on November 2, 1982, shall serve for three-year terms. The councilmembers elected in subsequent elections shall serve four-year terms.

2.04.020 Powers

The council shall be the legislative body of the city and have all powers to conduct the affairs of the city as are allowed under the Constitution of the state of Washington and RCW Chapter 35A, which are not specifically denied to the council or reserved to the city manager by law.

2.04.030 Forfeiture of office

A councilmember shall forfeit his/her office if he/she is absent for three consecutive regular meetings of the council without being excused by the council, or if he/she ceases to have the qualifications prescribed for such office by law or ordinance, or if he/she is convicted of a crime involving moral turpitude or an offense involving a violation of his/her oath of office.

2.04.040 Vacancies--Filling

In the event of the extended excused absence or disability of a councilmember, the remaining members by majority vote may appoint a councilmember pro tempore to serve during his/her absence or disability. In the event of an absence resulting from death, resignation or removal of a councilmember from office, the remaining members by majority vote shall appoint a qualified person to fill the vacancy until the person elected to serve the remainder of the unexpired term takes office. If thirty days pass after the occurrence of the vacancy and the council is unable to agree upon a person to be appointed to fill a vacancy in the council, the mayor may make the appointment from among the persons nominated by members of the council. If the vacant position is the mayor's position, the deputy mayor shall make the appointment from among those persons nominated by the council, within thirty days after the occurrence of the vacancy if the council is unable to agree.

2.04.050 Meetings

A. Regular Meetings. Regular meetings of the City Council will be held on Tuesdays at the hour of seven p.m. in the City Council Chambers, City Hall, Olympia, Washington, or at other locations as determined by the Mayor. The Olympia City Council may establish its yearly meeting calendar at its annual retreat and generally does not schedule meetings on the fifth Tuesday of any month. The City Council's meeting calendar will be posted on the City's website and will identify those weeks when no meeting is scheduled. When any of the above scheduled council meetings occur on a legal holiday, the next business day shall be the date of the regular meeting.

B. Special Meetings. Special meetings of the City Council may be called at any time by the Mayor or by a majority of Council and notice will be provided as required by law.

2.04.060 Mayor –Powers and duties –Election –Term

A. In addition to the powers conferred upon the person elected mayor, he/she shall continue to have all rights, privileges and immunities of a councilmember. The mayor shall be recognized as the head of the city for ceremonial purposes and by the Governor for purposes of military law. The mayor shall have no regular administrative duties, but in time of public danger or emergency, if so authorized by ordinance, shall take command of the police, maintain law and enforce order.

B. Commencing with the November, 1991 election, the person elected by the voters of Olympia to Position One of the Olympia city council shall be the mayor, with the powers and duties set forth in subsection A of this section and by general city ordinance.

C. The term of the office of mayor shall be four years to run concurrently with the term for Position One of the council, with the initial term commencing January 1, 1992.

2.04.070 Mayor pro tem –Designation –Alternate appointments

Biennially at the first meeting of a new council, or periodically, the councilmembers may designate one of their number as mayor pro tem for the period specified by the council, to serve in the absence of the mayor. In lieu of such a designation, the council may appoint any qualified person as mayor pro tempore in the absence or temporary disability of the mayor. In the absence of both the mayor and the mayor pro tem, the council shall, by majority vote, elect a chairperson to preside over the meeting(s) of the council.

~~2.04.080 Mayor –Powers to proclaim emergency~~

~~Whenever riot, unlawful assembly or insurrection, or the imminent threat thereof, occur in the city and result in, or threaten to result in, the death or injury of persons or the destruction of property to such extent as to require, in the judgment of the mayor, extraordinary measures to protect the public peace, safety and welfare, the mayor shall proclaim in writing the existence of a civil emergency.~~

~~2.04.090 Mayor –Powers during emergency~~

Upon the proclamation of a civil emergency by the mayor, and during the existence of such civil emergency, the mayor may make or proclaim any or all of the following orders:

A.—An order imposing a general curfew applicable to the city as a whole, or to such geographical area or areas of the city, and during such hours as he/she deems necessary, and, from time to time, to modify the hours such curfew will be in effect and the area or areas to which it will apply;

B.—An order requiring any or all business establishments to close and remain closed until further order;

C.—An order requiring the closure of any or all bars, taverns, liquor stores and other business establishments where alcoholic beverages are sold or otherwise dispensed; provided that, with respect to those business establishments which are not primarily devoted to the sale of alcoholic beverages and in which such alcoholic beverages may be removed or made secure from possible seizure by the public, the portions thereof utilized for the sale of items other than alcoholic beverages may, in the discretion of the mayor, be allowed to remain open;

D.—An order requiring the discontinuance of the sale, distribution or giving away of alcoholic beverages in any or all parts of the city;

E.—An order requiring the discontinuance of the sale, distribution or giving away of gasoline or other liquid flammables or combustible products in any container other than a gasoline tank properly affixed to a motor vehicle;

F.—An order requiring the discontinuance of the sale, distribution or giving away of gasoline or other liquid flammables or combustible products in any container other than a gasoline tank properly affixed to a motor vehicle;

G.—An order requiring the closure of any or all business establishments where firearms and/or ammunition for firearms are sold or otherwise dispensed; provided that, with respect to those business establishments which are not primarily devoted to the sale of firearms and/or ammunition and in which such firearms and/or ammunition may be removed or made secure from possible seizure by the public, the portions thereof utilized for sale of items other than firearms and ammunition may, in the discretion of the mayor, be allowed to remain open;

H.—An order closing to the public any or all public places, including streets, alleys, public ways, schools, parks, beaches, amusement areas and public buildings;

I.—An order prohibiting the carrying or possession of firearms or any instrument which is capable of producing bodily harm and which is carried or possessed with the intent to use the same to cause such harm; provided that any such order shall not apply to peace officers or military personnel engaged in the performance of their official duties;

J.—Such other orders as are imminently necessary for the protection of life and property; provided, however, that any such orders shall, at the earliest practicable time, be presented to the city council for ratification and confirmation, and, if not so ratified and confirmed, shall be void.

2.04.100 Compensation

Effective upon the commencement of terms January 1, 2008 and following election and qualification, the annual salary of the mayor of the city shall be Nineteen Thousand Nine Hundred Sixty-Eight and no/100 Dollars (\$19,968); the annual salary of the mayor pro-tem shall be Eighteen Thousand Three Hundred Four and no/100 Dollars (\$18,304); the annual salary of councilmember positions two and three shall be Sixteen Thousand Six Hundred Forty and no/100 Dollars (\$16,640) unless a councilmember serves in either of said

positions is the mayor pro-tem, in which case the salary shall be as provided for the mayor pro-tem. The annual salary of the remaining councilmember positions shall be increased to Sixteen Thousand Six Hundred Forty and no/100 Dollars (\$16,640) upon commencement of the terms January 1, 2010, following election and qualification.

Notwithstanding the foregoing, this section shall not be applicable to any individual councilmember to the extent that the salaries provided for above are deemed by a court of competent jurisdiction to be an increase of compensation after a councilmember's election contrary to RCW 35A.13.040 , Article II, §25, and/or Article XI, §8 of the Washington State Constitution.

Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

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

Section 4. Effective Date. This Ordinance shall take effect thirty (30) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of an Ordinance Revising Percival Landing Moorage Fees

Agenda Date: 4/11/2017
Agenda Item Number: 4.J
File Number: 17-0352

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

Title

Approval of an Ordinance Revising Percival Landing Moorage Fees

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the ordinance repealing Chapter 4.20 of the Olympia Municipal Code and amending Chapter 4.18.010 on first reading and forward to second reading.

Report

Issue:

Whether to repeal the chapter that establishes moorage rates to allow the establishment of rates to reside in Chapter 4.18.010 which authorizes the Parks, Arts and Recreation Director to establish fees for all activities and facilities under the department's direction.

Staff Contact:

Scott River, Associate Director Parks, Arts & Recreation; 360.753.8506

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

In 2003, Council provided authority to the Parks, Arts and Recreation Director for the establishment of fees related to activities and reservations managed by the department. It was recently discovered that an ordinance related to Percival Landing was not updated to maintain consistency with this authority.

In general, fees are established through the budget process indirectly through the approved revenues in the operating budget.

Neighborhood/Community Interests (if known):

None known

Options:

Option 1 - Approve the ordinance as attached.

Option 2 - Direct staff to modify the ordinance as specified by Council.

Option 3 - Don't approve the ordinance.

Modifications or non-approval of the ordinance as attached would set moorage fees apart from all other fees established by the department. Without this authority, staff will be required to amend the existing ordinance (4.20) whenever moorage fees are scheduled to change.

Financial Impact:

None known

Attachments:

Ordinance

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING THE OLYMPIA MUNICIPAL CODE (OMC) RELATED TO MOORAGE FEES AND RATES; REPEALING CHAPTER 4.20 OF THE OMC; AND AMENDING SECTION 4.18.010 OF THE OMC

WHEREAS, OMC Chapter 4.18 provides authority for the Director of the Parks, Arts, and Recreation Department to set fees for City of Olympia programs and rental facilities; and

WHEREAS, OMC Chapter 4.20 provides specified moorage rates and fees; and

WHEREAS, OMC Chapter 4.20 should be repealed to allow OMC Chapter 4.18 to dictate the process establishing moorage fees, as is the case with all other City of Olympia rental facilities;

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

Section 1. Repeal of OMC 4.20. Olympia Municipal Code Chapter 4.20 is hereby repealed:

~~Chapter 4.20
MOORAGE~~

~~4.20.000 — Chapter Contents~~

~~Sections:~~

~~4.20.010 — Assessment of fees.~~

~~4.20.010 Assessment of fees~~

~~The following fees shall be assessed:~~

BOAT LENGTH	RATE PER BOAT
Areas without electrical hookup—Finger Pier and Percival - Landing West	
29 feet and under	\$11.00 per day
30 feet through 39 feet	\$12.00 per day
40 feet through 49 feet	\$13.00 per day
50 feet and over	\$14.00 per day
Areas with electrical hookup—South Float	-
29 feet and under	\$16.00 per day
30 feet through 39 feet	\$17.00 per day

BOAT LENGTH	RATE PER BOAT
40 feet through 49 feet	\$18.00 per day
50 feet and over	\$19.00 per day

Section 2. Amendment of OMC 4.18.010. Olympia Municipal Code Section 4.18.010 is hereby amended to read as follows:

4.18.010 Parks, Arts and Recreation Fee Assessments

The Director of the Parks, Arts and Recreation Department is hereby authorized to establish fees for participation in any recreation program, and for use or reservation of any recreation facility, moorage facility, or parks shelter owned or managed by the City of Olympia. Such fees shall be set in accordance with the Olympia City Council's Long Term Financial Strategy and may be adjusted from time to time by the Director or by the City Council as part of its adoption of the City's annual budget.

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

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

Section 5. Effective Date. This Ordinance shall take effect thirty (30) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of an Ordinance Amending Municipal Code to Reflect the City's Current Form of Government

Agenda Date: 4/11/2017
Agenda Item Number: 4.K
File Number: 17-0392

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

Title

Approval of an Ordinance Amending Municipal Code to Reflect the City's Current Form of Government

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on first reading and forward to second reading the ordinance amending Chapter 1.08 of the Olympia Municipal Code to reflect the City's current form of government.

Report

Issue:

Whether to approve the proposed ordinance updating the Olympia Municipal Code (OMC) to reflect the City's current form of government.

Staff Contact:

Annaliese Harksen, Deputy City Attorney/Police Legal Advisor, 360.753.8338

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

In 1977, the City adopted the classification of non-charter code city but retained the commission form of government. On May 18, 1982, the City held a special election at which voters decided to change the City's plan of government from a commission form to a council-manager form. While the City has been operating under the council-manager form of government since the early 1980's, Chapter 1.08 of the Olympia Municipal Code has not been updated to reflect the current form of government.

Neighborhood/Community Interests (if known):

None known

Options:

1. Approve on first reading and pass onto second reading the proposed ordinance amending OMC Chapter 1.08 to reflect the City's current form of government.
2. Direct staff to make different or additional amendments to the proposed ordinance.
3. Do not approve the proposed ordinance and leave OMC Chapter 1.08 as currently written. This could lead to confusion as this Chapter conflicts with OMC Chapter 2.04, which sets out the council-manager structure and duties.

Financial Impact:

None

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, UPDATING AND AMENDING CHAPTER 1.08 OF THE OLYMPIA MUNICIPAL CODE, TO REFLECT THE CITY'S CURRENT PLAN OF GOVERNMENT

WHEREAS, in 1977, the City adopted the classification of non-charter code city and retained the commission form of government; and

WHEREAS, on May 18, 1982, the City held a special election at which voters decided to change the City's plan of government from a commission form to a council-manager form of government; and

WHEREAS, the City has been operating under the council-manager form of government since that time; and

WHEREAS, Chapter 1.08 of the Olympia Municipal Code should be updated to accurately reflect the City's current plan of government;

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

Section 1. Amendment of OMC 1.08. Olympia Municipal Code Chapter 1.08 is hereby amended to read as follows:

Chapter 1.08
CITY CLASSIFICATION

1.08.000 Chapter Contents

Sections:

1.08.010 Classification Aadopted.

1.08.020 Plan ~~retained~~of Government.

1.08.010 Classification Aadopted

There is adopted for the city of Olympia, Washington, the classification of noncharter code city, pursuant to the provisions of RCW 35A.02.030.

1.08.020 Plan ~~retained~~ of Government

The plan of government under which the city is presently operating, ~~which is the commission-council-manager~~ form of government, as organized under RCW Chapter ~~35.1735A.13.~~ 35.1735A.13., ~~is retained for the city of Olympia as authorized by RCW 35A.02.030.~~

Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

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

Section 4. Effective Date. This Ordinance shall take effect thirty (30) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of Ordinance to Clarify the Process for Initiative and Referendum

Agenda Date: 4/11/2017
Agenda Item Number: 4.L
File Number: 17-0393

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

Title

Approval of Ordinance to Clarify the Process for Initiative and Referendum

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on first reading and forward to second reading the ordinance amending Olympia Municipal Code Section 1.16.010 relating to clarification of the process for initiative and referendum.

Report

Issue:

Whether to approve the proposed ordinance updating the Olympia Municipal Code to clarify the initiative and referendum process.

Staff Contact:

Annaliese Harksen, Deputy City Attorney/Police Legal Advisor, 360.753.8338

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The Olympia Municipal Code (OMC) provides for the powers of initiative and referendum to be exercised in the manner set forth for the commission form of government, which was the original form of government for the City of Olympia. In 1977, the City adopted the classification of non-charter code city and retained the commission form of government. In 1978, the City chose to retain the powers of initiative and referendum as a non-charter code city pursuant to RCW 35A.11.080, which requires those powers to be exercised in the manner provided in a commission form of government as modified by RCW 35A.11.100.

RCW 35A.11.100, provides, "*Except as provided in RCW 35A.11.090, and except that the number of registered voters needed to sign a petition for initiative or referendum shall be fifteen percent of the total number of names of persons listed as registered voters within the city on the day of the last*

preceding city general election, the powers of initiative and referendum in non-charter code cities shall be exercised in the manner set forth for the commission form of government in RCW 35.17.240 through 35.17.360 as now or hereafter amended.” This modification requires a lesser number of registered voters to sign a petition for initiative and referendum than a commission form of government that is not operating as a non-charter code city under the optional municipal code.

Neighborhood/Community Interests (if known):

None known

Options:

1. Approve on first reading and forward to second reading the proposed ordinance amending OMC Section 1.16.010 relating to clarification of the process for initiative and referendum.
2. Direct staff to make different or additional amendments to the proposed ordinance.
3. Do not approve the proposed ordinance and leave OMC Section 1.16.010 as currently written. This could lead to confusion in the event the powers of initiative or referendum are exercised.

Financial Impact:

None

Attachments:

Ordinance

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE SECTION 1.16 TO CLARIFY THE PROCESS FOR INITIATIVE AND REFERENDUM

WHEREAS, the Olympia Municipal Code (OMC) provides for the powers of initiative and referendum to be exercised in the manner set forth for the commission form of government, which was the original form of government for Olympia; and

WHEREAS, in 1977, the City adopted the classification of non-charter code city and retained the commission form of government; and

WHEREAS, in 1978, the City chose to retain the powers of initiative and referendum as a non-charter code city pursuant to RCW 35A.11.080, which requires those powers to be exercised in the manner provided in a commission form of government as modified by RCW 35A.11.100; and

WHEREAS, RCW 35A.11.100, provides, "Except as provided in RCW 35A.11.090, and except that the number of registered voters needed to sign a petition for initiative or referendum shall be fifteen percent of the total number of names of persons listed as registered voters within the city on the day of the last preceding city general election, the powers of initiative and referendum in non-charter code cities shall be exercised in the manner set forth for the commission form of government in RCW 35.17.240 through 35.17.360 as now or hereafter amended;" and

WHEREAS, OMC Section 1.16.010 should be amended to clarify the City's process for initiative and referendum;

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

Section 1. Amendment of OMC 1.16.010. Section 1.16.010 of the Olympia Municipal Code is hereby amended to read as follows:

1.16.010 Retention of powers--Statutory provisions

- A. The city council elects to retain the powers of initiative and referendum for the qualified electors of the city for purposes of RCW 35A.11.080.
- B. The powers of initiative and referendum shall, when exercised, be done so in the manner set forth for the commission form of government in RCW 35.17.240 through 35.17.360~~-, as modified by RCW 35A.11.100.~~

Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

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

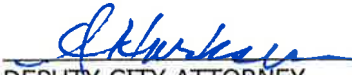
Section 4. Effective Date. This Ordinance shall take effect thirty (30) days after passage and publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of an Ordinance Appropriating 2016 Year-End Funds

Agenda Date: 4/11/2017
Agenda Item Number: 4.M
File Number: 17-0370

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

Title

Approval of an Ordinance Appropriating 2016 Year-End Funds

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the ordinance appropriating 2016 year-end funds on first reading and forward to second reading.

Report

Issue:

Whether to approve an ordinance appropriating 2016 year-end funds.

Staff Contact:

Mary Verner, Administrative Services Director, 360.753.8499

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

At the March 28, 2017, Council meeting, the Council directed staff to prepare an ordinance appropriating \$327,071 of 2016 year-end funds for the following purposes:

Policy Research and Development	\$100,000
Code Enforcement & Abatement	\$ 50,000
Downtown Strategy	\$ 50,000
Art & Cultural Program Enhancement	\$ 50,000
Comp Plan Implementation	\$ 40,000
Council Goals	\$ 37,071

Neighborhood/Community Interests (if known):

None known.

Options:

- 1) Move to pass the Ordinance on first reading and move to second reading.
- 2) Direct staff to make changes to the ordinance.
- 3) Do not approve the ordinance

Financial Impact:

Use of \$327,071 of General Fund, fund balance.

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE 2017 BUDGET AND APPROPRIATING \$327,071 FROM THE GENERAL FUND FOR VARIOUS PURPOSES.

WHEREAS, the fund balance of the General Fund is in excess of the fund balance reserve requirement;

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

Section 1. That the following appropriations are hereby made:

GENERAL FUND

Resources:	General Fund, fund balance	\$327,071
	TOTAL RESOURCES	\$327,071
Appropriations:	Policy Research and Development	\$100,000
	Code Enforcement and Abatement	\$50,000
	Downtown Strategy	\$50,000
	Art/Cultural Program Enhancement	\$50,000
	Comp Plan Implementation	\$40,000
	Council Goals	\$37,071
	TOTAL APPROPRIATIONS	\$327,071

Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

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

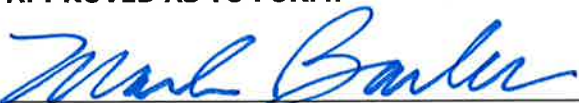
Section 4. Effective Date. This Ordinance shall take effect five (5) days after passage and publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Public Hearing on Consideration of a Street Vacation Petition for a Portion of Alley Adjacent to 210 State Ave NW

Agenda Date: 4/11/2017
Agenda Item Number: 5.A
File Number: 17-0157

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

Title

Public Hearing on Consideration of a Street Vacation Petition for a Portion of Alley Adjacent to 210 State Ave NW

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Hold a public hearing on the consideration of the street vacation petition. If, after closing the public hearing, Council finds sufficient information to take action, then move to approve on first reading and forward to second reading an ordinance to vacate a portion of the alley adjacent to 210 State Ave NW, and reserve a perpetual utility easement to be recorded with a separate easement document over said alley, and require payment to the City of one-half the appraised value.

Report

Issue:

Whether to hold public hearing on and approve an ordinance to vacate a portion of the alley adjacent to 210 State Ave NW.

Staff Contact:

Ladd F. Cluff, PLS, City Surveyor, Public Works Engineering, 360.753.8389

Presenter(s):

Ladd F. Cluff, PLS, City Surveyor, Public Works.

Background and Analysis:

Urban Olympia 5, LLC, property owner of 210 State Ave NW, petitioned the City to vacate a ten (10) foot wide alley right-of-way. On March 21, 2017, Council adopted a resolution to set the date of April 11, 2017, for a Public Hearing to hear public comment regarding the request.

Urban Olympia 5 is proposing to redevelop the site with multiuse buildings and parking. The proposed alley vacation allows for a more efficient placement of buildings and parking areas on the

site.

City and franchise utility staff reviewed and commented on the petition using criteria outlined in Olympia Municipal Code Section 12.16.100 . Water Resources requests that maintenance rights for the existing sewer pipe are preserved. Reserving an easement will allow Water Resources to continue maintaining the sewer pipe without restrictions. Franchise utilities responded and had no comment.

Staff recommends approval of the vacation with the following conditions:

- Make payment of one-half the appraised value to the City.
- Grant a public utility easement over the existing alley with the standard City Utility Easement document.

Neighborhood/Community Interests (if known):

The public hearing will provide an opportunity for Council to hear from the community on the requested vacation.

Options:

- Option 1: Hold a public hearing. If, after closing the public hearing, Council finds sufficient information to take action, move to approve on first reading and forward to second reading an ordinance to vacate a portion of the alley adjacent to 210 State Ave NW, reserve a perpetual utility easement to be recorded with a separate easement document over said alley, and require payment to the City of one-half the appraised value. This option allows the vacation to occur while addressing utility needs.
- Option 2: Continue the Public Hearing and receive written testimony to a date certain. This option would delay the decision until Council has enough information to make a decision, delaying the proposed development.
- Option 3: Close the Public Hearing, then reject the vacation request. This option would leave the alley right-of-way. The redevelopment of the site may require revision.

Financial Impact:

None

Attachments:

Ordinance
Petition
Exhibits
Vicinity Map

Ordinance No. _____

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON
VACATING AS A PUBLIC THOROUGHFARE A PORTION OF THE
NORTH-SOUTH ALLEY RIGHT-OF-WAY LOCATED AT 210 STATE
AVENUE NW.**

WHEREAS, the Olympia City Council adopted Resolution No. _____ on March 21, 2017, setting a public hearing date for April 11, 2017, at 7:00 p.m. to allow public comment for or against vacation of the following described public thoroughfare situated in the City of Olympia, Thurston County, State of Washington, to wit:

That portion of the North-South alley adjacent to Lots 5 through 8 inclusive in Block 72 of Sylvester's Plat of Olympia, as recorded in Volume 1, of Plats, Page 14, in Thurston County, Washington.

WHEREAS, the petitioner is requesting that a portion of the north-south alley in Block 72, of Sylvester's Plat of Olympia be vacated; and

WHEREAS, notice of this proposed vacation was posted physically on site, and adjoining neighbors were mailed notice of the hearing; and

WHEREAS, a public hearing was held by the City Council of the City of Olympia on said petition on April 11, 2017, at 7:00 p.m. or thereafter in the evening; and

WHEREAS, the City has received comments from utility providers requesting the reservation of easements with regard to this vacation; and

WHEREAS, the Public Works Department has indicated that the property has no known current or foreseeable future use to the City as a right-of-way; and

WHEREAS, this vacation is deemed to be in the public interest and serve the public welfare;

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

Section 1. As recommended by the City of Olympia Public Works Department and as requested by the owner of the abutting parcels, the Olympia City Council, pursuant to RCW 35.79.010, hereby vacates as a public thoroughfare the herein above described property and RESERVES an easement over, across, through, and under the above described property for public and private utilities, whether or not covered by a franchise agreement with the City of Olympia, including but not limited to, sanitary sewer, stormwater, water, solid waste collection, electrical, cable, telephone, and telecommunications.

Section 2. The vacation meets the criteria set forth in OMC 12.16.100.

Section 3. This Ordinance shall not become effective until the owners of the abutting property pay to the City of Olympia an amount equal to one-half the appraised value as required under OMC 12.16.030, .080, .090 and RCW 35.79.030 for the area so vacated and provide a copy of the executed standard City of Olympia utility easement as described in Section 1 above. Failure of the abutting property owners to remit this amount and the executed easement within ninety (90) days of the passage of this Ordinance shall automatically void the petition and this Ordinance without it being brought back before the City Council. The City Clerk/Treasurer shall certify on the face of this Ordinance whether or not the payment is received within the time limit referred to above.

Section 4. The City Manager is authorized to acknowledge and accept the utility easement described above.

Section 5. I, _____, City Clerk/Treasurer, hereby certify that an amount equal to one-half of the appraised value of property above vacated was ___ was not ___ received within the time referred to above.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

*

Petition to Vacate Public Right-of-Way

Olympia

OFFICIAL USE ONLY			
Applicant: <u>Urban Olympia LLC</u>		Address: <u>210 State Ave NW</u>	
Phone: <u>360.230.3033</u>	File#: <u>17-0265</u>	Receipt #:	Date:
<u>Walker John</u>			



HONORABLE MAYOR AND CITY COUNCIL:

We, the undersigned, do hereby petition the Olympia City Council to vacate the following described public right-of-way:

LEGAL DESCRIPTION OF AFFECTED RIGHT-OF-WAY:
THAT PORTION OF THE NORTH-SOUTH ALLEY ADJACENT TO LOTS 5 THROUGH 8 INCLUSIVE IN
BLOCK 72 OF SYLVESTER'S PLAT OF OLYMPIA, AS RECORDED IN VOLUME 1 OF PLATS, PAGE
14, IN THURSTON COUNTY, WASHINGTON.

PURPOSE OF REQUEST AND STATEMENT OF PUBLIC BENEFIT: *
The purpose of this request is to vacate the alley to accommodate a better building and parking lot layout on the adjacent parcels. This also improves the traffic flow through the site and allows for a better use of the site. The vacation has no known adverse impacts on the public. There are no public services that rely on access to/through this alley. We are aware of the utility line under this alley and will work with Public Works to address any further protection and/or possible relocation of this line.
<i>*See submittal requirements and criteria for approval on the reverse side of this form</i>

PETITIONERS*		
Owner's signature	Owner's Names	Parcel Number
	URBAN OLYMPIA 5, LLC	78507200800
	URBAN OLYMPIA 5, LLC	78507200600

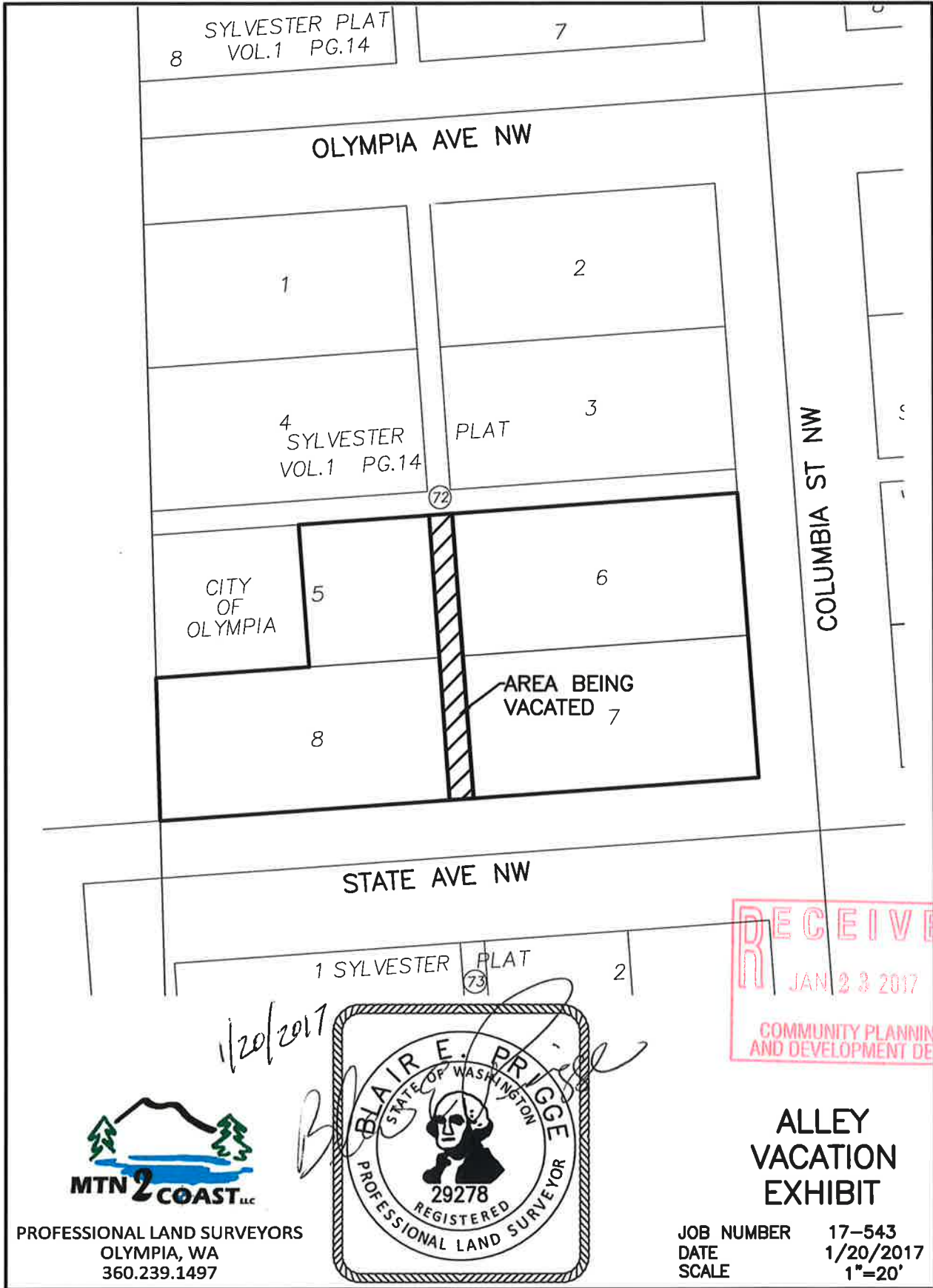
**Attach additional sheets as necessary*

I verify that each of the above signatures represents a legal and registered owner of the property abutting the above-described right-of-way.

 Applicant's Signature

1/23/2017

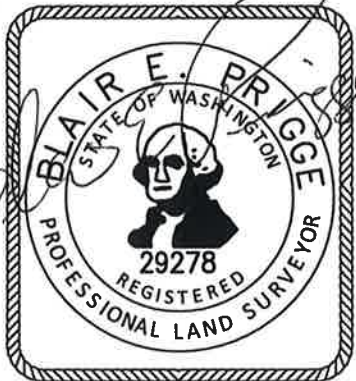
 Date



1/20/2017



PROFESSIONAL LAND SURVEYORS
OLYMPIA, WA
360.239.1497



**ALLEY
VACATION
EXHIBIT**

JOB NUMBER 17-543
DATE 1/20/2017
SCALE 1"=20'



DOCKSIDE FLATS

210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 03/29/17



CS

COVER SHEET



1 VICINITY MAP

DOCKSIDE FLATS

210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 03/29/17



A0

VICINITY MAP



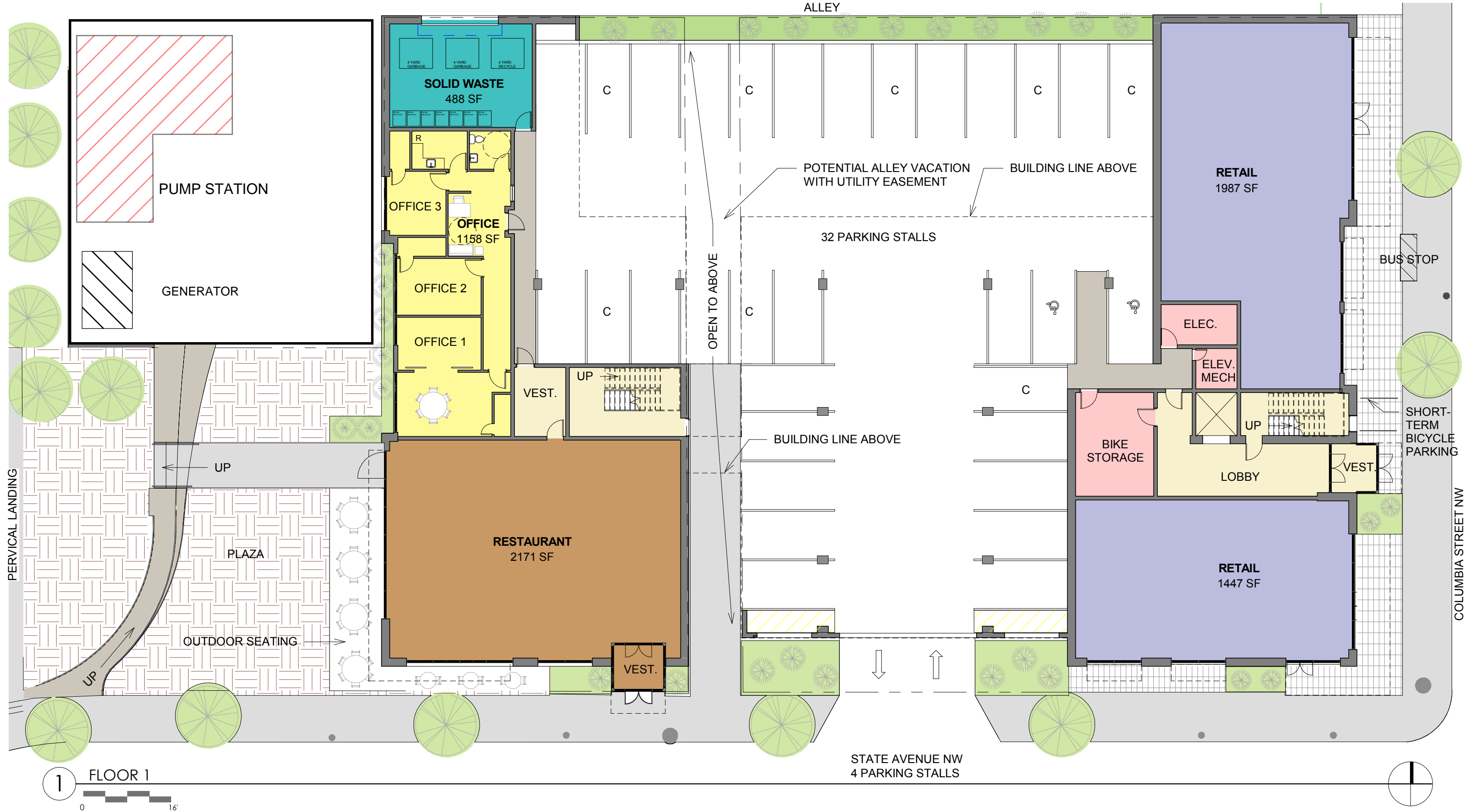
DOCKSIDE FLATS
 210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 01/30/17



A1

SITE



1 FLOOR 1
0 16'

DOCKSIDE FLATS
210 STATE AVE OLYMPIA, WA. 98501
SCHEMATIC DESIGN | 11/28/16

Room Legend

 COMMON	 RETAIL
 OFFICE	 SOLID WASTE
 RESTAURANT	 STORAGE



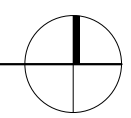
A2

FIRST FLOOR PLAN



Room Legend	QTY.
STUDIO	5
1 BR	8
1 BR- AL	6
2 BR	3
COMMON	1
TOTAL UNITS /FLR	22
TOTAL UNITS	44

1 FLOORS 2 - 3
 0 16'



DOCKSIDE FLATS

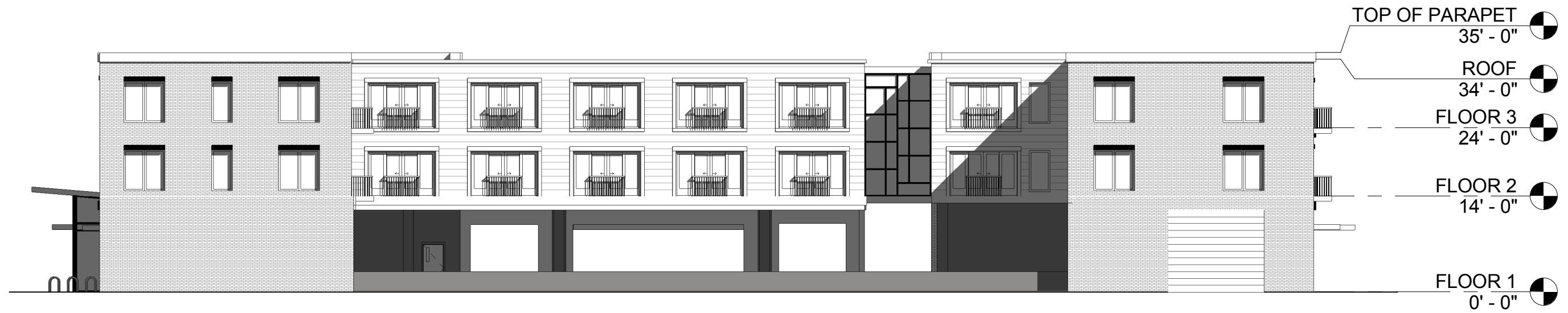
210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 01/24/17



A3

SECOND AND THIRD FLOOR



1 NORTH ELEVATION- ALLEY



2 NORTH PERSPECTIVE ELEVATION - ALLEY

DOCKSIDE FLATS

210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 03/29/17



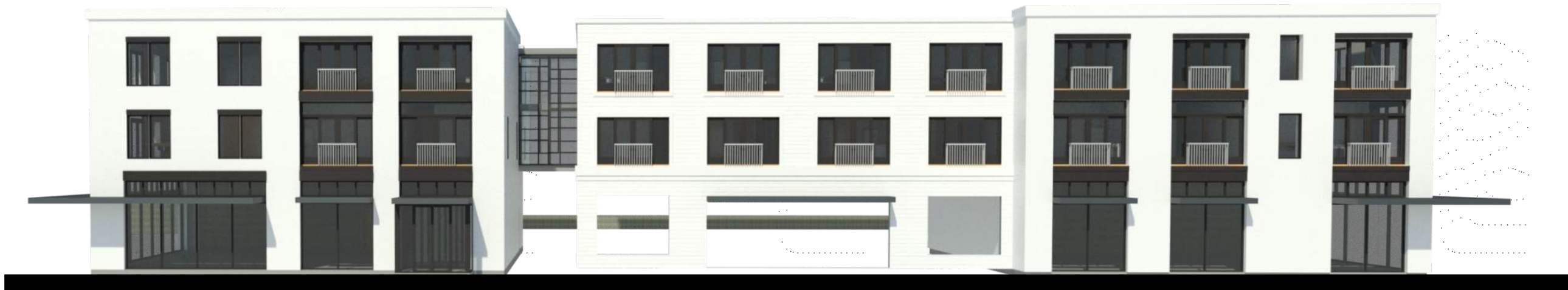
THOMAS
architecture studios

A4

ELEVATION-NORTH



1 SOUTH ELEVATION-STATE AVENUE



2 SOUTH PERSPECTIVE ELEVATION - STATE AVE.

DOCKSIDE FLATS

210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 01/26/17



A5

ELEVATION-SOUTH



1 EAST ELEVATION- COLUMBIA STREET



2 EAST PERSPECTIVE ELEVATION - COLUMBIA ST.

DOCKSIDE FLATS

210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 02/03/17





1 WEST ELEVATION- PERCIVAL LANDING



2 WEST PERSPECTIVE ELEVATION - PERCIVAL LANDING

DOCKSIDE FLATS

210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 03/29/17



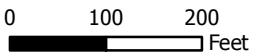
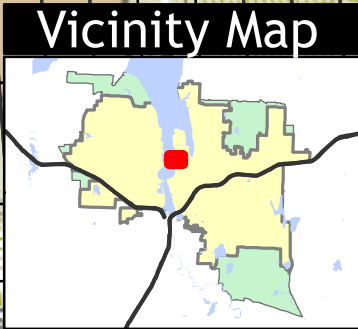
A7

ELEVATION-WEST



Urban Olympia Alley Vacation

File #17-0265 (210 State Avenue NW)



1 inch = 200 feet

Map printed 3/14/2017

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





City Council

Approval of Interlocal Agreement Between the City of Olympia, Port of Olympia, and the LOTT Clean Water Alliance for Planning and Assessment of Potential Sea Level Rise

Agenda Date: 4/11/2017
Agenda Item Number: 6.A
File Number: 17-0300

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

Title

Approval of Interlocal Agreement Between the City of Olympia, Port of Olympia, and the LOTT Clean Water Alliance for Planning and Assessment of Potential Sea Level Rise

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve and authorize the Mayor to sign the Interlocal Agreement Between the City of Olympia, Port of Olympia, and the LOTT Clean Water Alliance for Planning and Assessment of Potential Sea Level Rise.

Report

Issue:

Whether to approve an Interlocal Agreement to allow for joint planning and assessment of potential sea level rise between the Port of Olympia and the LOTT Clean Water Alliance.

Staff Contact:

Andy Haub, Water Resources Director, Public Works/Water Resources, 360-753-8575

Presenter(s):

Andy Haub, Water Resources Director, Public Works/Water Resources
Susan Clark, Senior Planner, Public Works

Background and Analysis:

Downtown Olympia and its peninsula are vulnerable to flooding. Sea level rise will increase the likelihood of flooding and could threaten large portions of downtown. Implications to various public and private entities are extensive. Without action, maintaining downtown public and private services will be challenging.

The City of Olympia has been engaged in climate change and sea level rise planning since the early 1990s. Considerable topographic, water elevation, and land use information has been generated and evaluated. The City of Olympia's Comprehensive Plan and Downtown Strategy provide support for the development of a Sea Level Response Plan. Based on research, the City is recommending that we plan for 24 inches of sea rise by the year 2050 and 55 inches by 2100. While these projections may change, researchers indicate with 99 percent confidence that sea rise will not exceed 72 inches by 2100.

The City of Olympia, the Port of Olympia and, the LOTT Clean Water Alliance share common concerns regarding sea level rise, yet also have unique individual vulnerabilities. Under the Interlocal Agreement, the parties will work to complete a formal sea level rise planning process for downtown Olympia and the Port peninsula. The planning process will take into account each party's unique vulnerabilities. The three agencies will hire a consulting firm to lead the planning effort.

After executing a professional service contract with the selected consulting firm, AECOM, facilitated discussions on the scope of work for the sea level response plan and public involvement plan will begin. The resulting detailed scope of work will undergo an elected officials and public review process.

Reaching agreement on the scope of the sea level rise planning process and implementing a robust public involvement plan is key to the success of the project. At a minimum, the tasks to be completed by AECOM for this project include: public involvement, capital facility planning, environmental assessment, land use planning, and identification of regulatory and financing needs.

The planning process will culminate with elected official consideration of the plan and its implementation.

Neighborhood/Community Interests (if known):

Various community groups and other agencies are engaged in climate change and sea level rise issues. The City of Olympia Comprehensive Plan and Downtown Strategy support developing a sea level response plan. At a February 8, 2017 sea level rise community informational meeting, support for starting a sea level response planning process was voiced.

Options:

- Approve the Interlocal Agreement. This will allow the City of Olympia, Port of Olympia, and LOTT Clean Water Alliance to share costs and work collaboratively on a plan to respond to sea rise.
- Decline or modify the Interlocal Agreement. This would make maintaining downtown public and private services challenging. The lack of a coordinated approach to sea level rise would impact relations amongst the City of Olympia and the Port of Olympia and LOTT Clean Water Alliance.

Financial Impact:

The City of Olympia, the Port of Olympia, and LOTT Clean Water Alliance will share costs under this Interlocal Agreement. The Port of Olympia and the LOTT Clean Water Alliance will each pay up to \$75,000 and the City of Olympia will pay \$100,000 plus necessary in-house costs such as staff salaries. Total costs under this Interlocal Agreement are not to exceed \$250,000. The City Storm

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

and Surface Water Utility capital program will provide the necessary funding.

The Port of Olympia and the LOTT Clean Water Alliance have authorized financial participation in the sea level response plan and will sign the Interlocal Agreement following City of Olympia approval.

Attachments:

Interlocal Agreement
Resolution

**INTERLOCAL AGREEMENT AMONG
THE CITY OF OLYMPIA, PORT OF OLYMPIA, AND THE LOTT CLEAN WATER
ALLIANCE FOR PLANNING AND ASSESSMENT OF POTENTIAL SEA LEVEL RISE**

INTERLOCAL AGREEMENT

This interlocal agreement is entered into by and among the City of Olympia (“City”), a Washington non-charter code city, and the Port of Olympia (“Port”), a Port District formed under RCW Chapter 53.04 and the LOTT Clean Water Alliance (“LOTT”), a 501(c)(3) corporation acting as a public agency to provide wastewater resource management services. The City, Port, and LOTT are referred to herein collectively as the “Parties.”

RECITALS

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

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

WHEREAS, the Parties desire to work to assess and plan for potential sea level rise in the downtown Olympia and Port peninsula areas; and

WHEREAS, the City, Port and LOTT each own properties and hold and have responsibilities to the public in the work area; and

WHEREAS, the information gathered from this assessment and planning work will inform capital facility and project planning by the City, Port, LOTT and other entities, and support the implementation of appropriate sea level rise responses over time.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

I. Purpose/Objective

The Parties intend to complete a formal sea level rise planning process for downtown Olympia and the Port peninsula that will support the implementation of long-term

response strategies over time. The planning process is intended to identify and prioritize future sea level rise actions and include a public involvement process.

II. Scope of Agreement/Work

The Parties agree to jointly engage the services of one or more consultants to assist the Parties in a sea level response plan for downtown Olympia and the Port peninsula. The scope will focus on development of a sea level rise response plan that will include recommendations for capital projects, funding needs, implementation schedules, long-term decision-making thresholds, and emergency response to effectively respond to sea level rise and vulnerabilities projected to affect the City, LOTT, the Port of Olympia, and others. The plan will include a full analysis of options for responding to agreed upon sea level rise scenarios over a 100-year timeframe, and a flexible approach that allows for adapting to continually evolving sea level rise dynamics.

A consultant will be chosen through the standard selection process for professional services as required by the laws of the State of Washington. The Parties have developed and will issue a Request for Qualifications (RFQ) for the consulting work. A project committee has been formed by the Parties to review qualifications of submitting firms and will make a unified recommendation for selection of the firm. Once a consultant is selected, the project committee shall coordinate with the consultant in the development of a Scope of Work and Professional Services Agreement amenable to each Party as a joint contract. The City Manager is authorized to execute the necessary Professional Services Agreement.

City of Olympia staff will be responsible for the contract management, consultant communication and dissemination of project information, and the City assumes any liability arising from such responsibilities, and the performance of these responsibilities will be interpreted as within the scope of the City's obligations to defend, indemnify, and hold harmless as set forth in Section VI of this Agreement. However, all of the Parties will work together to guide the planning process. The Port and LOTT will be responsible for communication of information and decisions within their own jurisdictions.

III. Consultant and Legal Cost Sharing

The Parties will divide costs for consulting services. The Port and LOTT will pay up to \$75,000.00 each and the City will pay at least \$75,000.00. Total costs for such services are not to exceed Two Hundred and Fifty Thousand and 00/100 Dollars (\$250,000.00). Potential changes in scope or expectations that entail an increase in consultant costs will be negotiated and approved in writing. If agreed upon, a Party can supplement its cost share to accommodate a change in scope.

IV. Rights of Ownership – Final Products

All products that result from the work outlined in this Agreement will be jointly owned by the Parties.

V. Method of Payment

- a. The consultant will invoice the City on a monthly basis. Payment will be made by the City for the full amount of the invoice.
- b. The City will bill the other Parties on a regular basis, not to exceed once per month, or at the end of the planning process, depending on the Parties' preference.

VI. Indemnification

Each Party agrees to defend, indemnify and hold the other Parties, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including reasonable attorney fees, arising out of or in connection with the indemnifying Party's performance of this Agreement, including injuries and damages caused by the negligence of the indemnifying Party's officers, officials, agents, and employees.

VII. No Separate Legal Entity Created

This Agreement creates no separate legal entity.

VIII. Duration of Agreement

This Agreement shall be effective on the date of its entry into force pursuant to Section XIII below and shall terminate upon completion of the tasks necessary to accomplish the purpose of the Agreement, unless sooner terminated by the Parties as provided in this Agreement.

IX. Dispute Resolution

In the event of a dispute concerning any matter pertaining to this Agreement, the Parties involved shall address the dispute by utilizing the steps below.

- a. Step One – Negotiation. First, the Parties, involved in the dispute shall attempt to address their differences by informal negotiation. The Party perceiving a dispute or disagreement persisting after informal attempts at resolution shall notify the other Parties in writing of the general nature of the issues. The letter shall be identified as a formal request for negotiation and shall propose a date for representatives of the Parties to meet. The other Parties shall respond in writing within ten (10) business days. The

response shall succinctly and directly set out that Party's view of the issues or state that there is no disagreement. The Parties shall accept the date to meet or shall propose an alternate meeting date not more than ten (10) business days later than the date proposed by the Party initiating dispute resolution. The representatives of the Parties shall meet in an effort to resolve the dispute. If a resolution is reached the resolution shall be memorialized in a memorandum signed by all Parties which shall become an addendum to this Agreement. Each Party will bear the cost of its own attorneys, consultants, and other Step One expenses. Negotiation under this provision shall not exceed 90 days. If a resolution is not reached within 90 days, the Parties shall proceed to mediation.

b. Step Two – Mediation. If the dispute has not been resolved by negotiation within ninety (90) days of the initial letter proposing negotiation, any Party may demand mediation. The mediator shall be chosen by agreement. Each Party will bear the cost of its own attorneys, consultants, and other Step Two expenses. The Parties to the mediation will share the cost of the mediator. A successful mediation shall result in a memorandum agreement which shall become an addendum to this Agreement. Mediation under this provision shall not exceed 90 days. If the mediation is not successful within 90 days, the Parties may proceed to litigation.

c. Step Three – Litigation. Unless otherwise agreed by the Parties in writing, Step One and Step Two must be exhausted as a condition precedent to filing of any legal action. A Party may initiate an action without exhausting Steps One or Two if the statute of limitations is about to expire and the Parties cannot reach a tolling agreement, or if either Party determines the public health, safety, or welfare is imminently and substantially threatened.

X. Termination of Agreement

This Agreement may be terminated upon mutual written agreement of all Parties.

XI. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The Parties hereby agree that venue for litigation to enforce any dispute arising out of this Agreement shall be the Superior Court of Thurston County.

XII. Entire Agreement

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

XIII. Recording

After this Agreement has been duly executed by all Parties, the City shall file the Agreement for recording with the Thurston County Auditor's Office. This Agreement shall take effect on the day that this recording obligation is met. The City shall promptly notify the Port and the LOTT that the Agreement has taken effect.

XIV. Notice

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

CITY OF OLYMPIA

Attn: Andy Haub, Water Resources Director
Re: Sea Level Rise Response Plan
PO Box 1967
Olympia, WA 98507-1967

PORT OF OLYMPIA

Attn: Rachael Jamison, Environmental Program Director
Re: Sea Level Rise Response Plan
915 Washington Street NE
Olympia, WA 98501

LOTT CLEAN WATER ALLIANCE

Attn: Lisa Dennis-Perez
Re: Sea Level Rise Response Plan
500 Adams Street NE
Olympia, WA 98501

This Agreement is hereby entered into among the Parties and shall take effect on the date described in Section XIII above.

CITY OF OLYMPIA

PORT OF OLYMPIA


Steven R. Hall, City Manager

Ed Galligan, Executive Director

Date: _____

Date: _____

Approved as to form:



City Attorney

Approved as to form:

Port General Counsel

LOTT Clean Water Alliance

Michael Strub, Executive Director

Date: _____

Approved as to form:

LOTT Legal Counsel

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT AMONG THE CITY OF OLYMPIA, PORT OF OLYMPIA, AND THE LOTT CLEAN WATER ALLIANCE FOR PLANNING AND ASSESSMENT OF POTENTIAL SEA LEVEL RISE

WHEREAS, the City of Olympia is at risk of future sea level rise, particularly within the City's downtown area, and this risk will require coordinated investigation and planning to address issues relating to capital facilities, environmental assessment, regulatory needs, land use planning and finances; and

WHEREAS, the risk of sea level rise and its potential adverse impacts are also recognized by the Port of Olympia and the LOTT Clean Water Alliance for their respective properties, facilities, and operations; and

WHEREAS, the City of Olympia, Port of Olympia, and the LOTT Clean Water Alliance are collectively seeking to commence and complete a formal sea level rise planning process for downtown Olympia and the Port of Olympia peninsula to support the implementation of long-term response strategies over time; and

WHEREAS, the proposed planning process for sea level rise by the City of Olympia, Port of Olympia, and the LOTT Clean Water Alliance is intended to identify and prioritize actions to inform future actions, including but not limited to capital facilities, regulations, public involvement, long-range planning and finances; and

WHEREAS, the City, Port and LOTT wish to jointly engage the services of one or more consultants to assist the parties in a sea level response plan for downtown Olympia and the Port peninsula, and the parties are willing to divide and share the costs for these consulting services and have proposed to create a project committee to review a Request for Qualifications to select a qualified consultant and to also develop a Scope of Work and Professional Services Agreement agreeable to each party as a joint contract; and

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

WHEREAS, the City of Olympia, Port of Olympia, and the LOTT Clean Water Alliance propose to achieve mutual goals and benefits by entering into an Interlocal Agreement among the parties for purposes of planning and assessing the issues posed by future sea level rise;

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

1. The Olympia City Council hereby approves the attached form of Interlocal Agreement Among the City of Olympia, Port of Olympia, and the LOTT Clean Water Alliance for Planning and Assessment of Potential Sea Level Rise and the terms and conditions contained therein.
2. The City Manager is directed and authorized to execute the attached Interlocal Agreement on behalf of the City of Olympia, and to make any minor modifications as may be required and are consistent with the intent of the attached Interlocal Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of April, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY