



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, March 19, 2019

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [19-0162](#) Special Recognition - 2019 Arbor Day Proclamation

Attachments: [Proclamation](#)
[Link to Arbor Day Web page](#)
[Arbor Day Flyer](#)

3. PUBLIC COMMENT

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

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

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

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A [19-0244](#) Approval of March 5, 2019 City Council Meeting Minutes

Attachments: [Minutes](#)

- 4.B [19-0235](#) Bills and Payroll Certification
Attachments: [Bills and Payroll](#)
- 4.C [19-0116](#) Approval of a Resolution Authorizing an Interlocal Agreement for a Martin Way Corridor Study
Attachments: [Resolution Agreement](#)
- 4.D [19-0256](#) Approval of a Resolution Authorizing an Interagency Agreement with the Washington State Internet Crimes Against Children Task Force
Attachments: [Resolution Agreement](#)
- 4.E [19-0205](#) Approval of a Resolution Accepting a Transportation Improvement Board (TIB) Grant for the Franklin Street Improvements Project
Attachments: [Resolution Agreement](#)
[Funding Status Form](#)
[Link to Downtown Street Improvements Web Page](#)

4. SECOND READINGS (Ordinances)

- 4.F [19-0143](#) Approval of an Ordinance Adjusting Multi-Family Tax Exemption Area Boundaries
Attachments: [Ordinance Map](#)

4. FIRST READINGS (Ordinances)

- 4.G [19-0255](#) Approval of an Ordinance Amending Chapter 16.46 and Section 5.55.080 of the Olympia Municipal Code Related to Security Alarm Systems
Attachments: [Ordinance](#)

5. PUBLIC HEARING

6. OTHER BUSINESS

- 6.A [19-0232](#) Approval of a Resolution Adopting the Olympia Sea Level Rise Response Plan
Attachments: [Resolution](#)
[UAC Letter of Support](#)
[Link to Sea Level Rise Response Plan](#)

7. CONTINUED PUBLIC COMMENT

(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 - 2019 Arbor Day Proclamation

Agenda Date: 3/19/2019
Agenda Item Number: 2.A
File Number: 19-0162

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

Title

Special Recognition - 2019 Arbor Day Proclamation

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Proclaim March 23, 2019, as Arbor Day in Olympia.

Report

Issue:

Whether to recognize Arbor Day and the importance of trees and native forests to our community.

Staff Contact:

Jesse Barham, Associate Planner, Public Work Water Resources, 360.753.8164
Shelly Bentley, Urban Forestry Program Manager, Community Planning &
Development, 360.753.8301

Presenters:

Shelly Bentley, Associate Planner, Public Work Water Resources
Jesse Barham, Urban Forestry Program Manager, Community Planning & Development

Background and Analysis:

On Arbor Day, we honor trees for their contribution to our society. Trees and forests contribute to the aesthetics, urban fabric and unique ecology forming the identity of our community. In a City the size of Olympia, trees and other native vegetation provide ecological functions that are worth literally millions of dollars such as:

- Air filtration and carbon sequestration
- Stormwater retention
- Erosion control and slope stabilization
- Moderation of urban microclimate

- Shading our creeks, shorelines, and wetlands while providing wildlife habitat

Trees also provide psychological, social, health and safety benefits.

The City of Olympia is committed to creating a sustainable urban environment through preserving, managing and improving this valuable natural resource. This is Olympia's 26th year being recognized as a Tree City USA by the National Arbor Day Foundation.

In 2019, three City departments (Community Planning and Development; Parks, Arts and Recreation; and Public Works) are collaborating on a variety of events to celebrate Arbor Day at Percival Landing Park. Festivities will take place on Saturday March 23 from 10 a.m. - 3 p.m. and will include:

- Proper Pruning Workshop
- Live Music by the Artesian Rumble Arkestra
- Celebration and Awards Ceremony
- Ceremonial Tree Planting
- Tour of Downtown Street Trees
- Kids activities
- Free Native Tree/Shrub/Wildflower Seeds
- Self-Guided Tour of Shoreline Native Plants

Neighborhood/Community Interests (if known):

No known conflicting interests.

Options:

N/A

Financial Impact:

N/A

Attachments:

Proclamation

Link to Arbor Day Webpage

Event Flyer

PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than one million trees in Nebraska; and

WHEREAS, Arbor Day is now observed annually in Olympia; and

WHEREAS, trees provide a multitude of environmental benefits such as cleaning the air we breathe, reducing soil erosion, cooling the air, shading our streams, and providing wildlife habitat; and

WHEREAS, trees are a renewable resource, an identifying characteristic of our Pacific Northwest community; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our neighborhoods; and

WHEREAS, planting trees is a source of joy and a living legacy; and

WHEREAS, Olympia, Washington has been recognized as a Tree City USA by the National Arbor Day Foundation for the 26nd year;

NOW, THEREFORE, BE IT RESOLVED that the Olympia City Council does hereby proclaim March 23, 2019 as

ARBOR DAY

and urge all citizens to support efforts to care for our trees and forested areas, and to participate in supporting a healthy community tree canopy.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 19th DAY OF MARCH, 2019.

OLYMPIA CITY COUNCIL

*Cheryl Selby
Mayor*

[Home](#) » [Events and Activities](#) » [Arbor Day](#)

Arbor Day

Navigation

[→ Permits - Festivals & Events](#)


Olympia Loves Trees

Trees and forests are part of the fabric and identity of our community. In fact, Olympia has been a [Tree City USA](#) for 25 years!

Each year, the City and its partners host a variety of Arbor Day events to celebrate our community trees, honor all of the great work that has been done to maintain them, and join with citizens to plant new trees for future generations.

2019 Arbor Day Events

Olympia's Arbor Day festivities will take place **Saturday, March 23**, from **10 a.m. - 3 p.m.** at Percival Landing (217 Thurston Ave NW). Meet at the shelter over the water for all events.

All Day Activities

- Free Western Washington native tree, shrub and wildflower seed giveaway
- Kid's art activities and games
- Self-guided tour of shoreline native plants

Proper Pruning Workshop: 10 a.m.

Learn about proper pruning techniques to improve plant health with skilled professionals. Hands on demonstrations held nearby in the park.

Live Music: 11:15 a.m.

Enjoy an hour of music by local favorites the Artesian Rumble Arkestra.

Arbor Day Celebration & Awards: 12:30 p.m.

Join us for our annual celebration of Arbor Day. This year we will feature the Mayor's proclamation, presentation of the Jay Butts Friends of Trees Award, and light refreshments will be provided.

Ceremonial Tree Planting: 1 p.m.

A new shade tree will be planted near the playground area at the park.

Olympia Downtown Street Tree Tour: 1:30 p.m.

Join former Olympia Urban Forester Joe Roush on a tour looking at the street trees of Downtown Olympia. Everything you have ever wanted to know about downtown tree species, varieties and what makes a tree a good fit for planting in urban areas.

Questions?

Contact Jesse Barham, Habitat Planner, at 360.753.8164 or jbarham@ci.olympiawa.us

City Calendar		January 2019					
	S	M	T	W	T	F	S
CITY OF OLYMPIA	3	4	5	6	7	8	9
EVENTS AND	10	11	12	13	14	15	16
MEETINGS	17	18	19	20	21	22	23
	24	25	26	27	28	29	31

Event Permit

PERMIT FOR EVENTS AND FESTIVALS

Latest News

SIGN UP FOR OUR HOMELESSNESS E-NEWS LETTER

City Calendar

Loading events...

[→ View full calendar...](#)

City Updates

ADDRESSING HOMELESSNESS
Homelessness is the most significant and urgent public concern facing our community. Visit our updated [Homelessness web page](#) for the latest on the City's immediate, emergency actions and work toward long-term solutions.

SUMMER CAMP REGISTRATION NOW OPEN!
Register now for 2019 Summer Camps. You can browse camps via our PDF catalog at olympiawa.gov/summercamp or view and register online at [ExperienceIt! Online](#).

2019 WATER QUALITY REPORT The City's annual water quality report shows that Olympia's water meets all State and Federal drinking water standards. [More...](#)

SEA LEVEL RISE The final Sea Level Rise Response Plan is now available. [More...](#)

GREEN COVE PARK SUBDIVISION PROJECT The City is reviewing a preliminary plat application for the subdivision of 50 acres into 181 single-family lots with associated improvements for streets and utilities. [More...](#)

2019 PRELIMINARY OPERATING BUDGET The 2019 Preliminary Operating Budget is now available. [More...](#)

2019-2024 ADOPTED CAPITAL FACILITIES PLAN The [2019-2024 Capital Facilities Plan](#) (CFP) is now available. [More...](#)

OLYMPIA MUNICIPAL CODE
Quick link to codes and standards including [Olympia Municipal Code](#).

MEETINGS [Agenda and Minutes](#)

[back to top...](#)

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City of Olympia, Washington
PO Box 1967
Olympia, WA 98507-1967

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Celebrate Arbor Day

Saturday, March 23, 2019

Olympia's Arbor Day festivities will take place from 10 a.m. - 3 p.m. at Percival Landing (217 Thurston Ave NW, Olympia). Meet at the shelter over the water for all events.

Arbor Day in Olympia

Each year, the City and its partners host a variety of free Arbor Day events to celebrate our community trees, honor all of the great work that has been done to maintain them, and join with citizens to plant new trees for future generations.

All Day Activities

- Free Western Washington native tree, shrub and wildflower seed giveaway.
- Kid's art activities and games.
- Self-guided tour of shoreline native plants.

For more information, visit:

olympiawa.gov/arborday



Schedule of Events

10:00 a.m.

Proper Pruning Workshop

11:15 a.m.

Music by Artesian Rumble Arkestra

12:30 p.m.

Arbor Day Celebration & Awards

1:00 p.m.

Ceremonial Tree Planting

1:30 p.m.

Olympia Downtown Street Tour



City Hall
601 4th Avenue E.
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360-753-8244

City Council

Approval of March 5, 2019 City Council Meeting Minutes

Agenda Date: 3/19/2019
Agenda Item Number: 4.A
File Number: 19-0244

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

Title

Approval of March 5, 2019 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, March 5, 2019

7:00 PM

Council Chambers

1. ROLL CALL

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

1.A ANNOUNCEMENTS

Mayor Selby noted the Council met earlier in Executive Session.

Strategic Communications Director Kellie Purce Braseth gave an update on the City's Homelessness response.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

- 2.A** [19-0171](#) Special Recognition - Presentation of the Environmental Protection Agency (EPA) Drinking Water Revolving Fund WATERS Award for the McAllister Wellfield Corrosion Control Facility

This item was postponed and will be scheduled for a future meeting.

3. PUBLIC COMMENT

The following people spoke: James Wellings, Brent Brant, Boudicca Walsh, Mark Johnson, Tye Gundel, Franz Kilmer-Schultz, Spencer Baldwin, Phoenix Wendt, Jerry Dierker, CC Coates, Dylan Brooks, Robert Bruce, Jon Pettit, Chris van Daalen, and Mike Parshall.

4. CONSENT CALENDAR

- 4.A** [19-0234](#) Approval of February 26, 2019 City Council Meeting Minutes

The minutes were adopted.

- 4.B** [18-0795](#) Approval of a Resolution Authorizing the Lease of City-Owned Property

Located at 911 Adams Street SE to the Northwest Eco-Building Guild

The resolution was adopted.

- 4.C** [19-0208](#) Approval of a Resolution Authorizing an Agricultural Lease Agreement with Spooner Berry Farm for Lease of Property Lying Adjacent to Yelm Highway

The resolution was adopted.

- 4.D** [19-0149](#) Approval of a Resolution Authorizing an Interlocal Cooperative Emergency Management Agreement Related to Regional Mutual Aid

The resolution was adopted.

Approval of the Consent Agenda

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

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

4. SECOND READINGS (Ordinances) - None

4. FIRST READINGS (Ordinances) - None

5. PUBLIC HEARING

- 5.A** [19-0143](#) Public Hearing on an Ordinance Adjusting Multi-Family Tax Exemption Area Boundaries

Community Planning & Development Deputy Director Leonard Bauer gave an overview of the Multi-Family Tax Exception Program.

Mayor Selby opened the hearing at 8:11 p.m. The following people spoke: Mark Toy, Bob Jacobs, and Bonnie Jacobs. The public hearing was closed at 8:20 p.m.

Councilmember Parshley moved, seconded by Mayor Pro Tem Bateman, to approve an ordinance adding territory to the Eastside Residential Target Area for the Multi-family Tax Exemption Program on first reading and forward to second reading. The motion carried by the following vote:

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

6. OTHER BUSINESS - None

7. CONTINUED PUBLIC COMMENT - None

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

8.B CITY MANAGER'S REPORT AND REFERRALS

City Manager Steve Hall discussed 2019 parking lot rates and filed his copy of changes with the City Council.

9. ADJOURNMENT

The meeting adjourned at 8:36 p.m.



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

City Council

Bills and Payroll Certification

Agenda Date: 3/19/2019
Agenda Item Number: 4.B
File Number: 19-0235

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

Title
Bills and Payroll Certification

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **1/15/2019** have been examined and are approved as recommended for payment.

Employees Gross Pay:	\$	<u>2,343,241.91</u>
Fire Pension Gross Pay:	\$	<u>-</u>
Employer Share of Benefits:	\$	<u>790,372.25</u>
Employer Share of LEOFF I Police Post-Retirement Benefits:	\$	<u>29,990.47</u>
Employer Share of LEOFF I Fire Post-Retirement Benefits:	\$	<u>6,499.88</u>
TOTAL	\$	<u>3,170,104.51</u>

Payroll Check Numbers	<u>91938</u>	<u>91938</u>	Manual Checks
And	<u> </u>	<u> </u>	Fire Pension Checks
And	<u> </u>	<u> </u>	Manual Checks
And	<u>91939</u>	<u>91954</u>	Semi Payroll Checks

and Direct Deposit transmission.

2/11/19
DATE


ADMINISTRATIVE SERVICES DIRECTOR

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **1/31/2019** have been examined and are approved as recommended for payment.

Employees Gross Pay:	<u>\$ 2,281,271.37</u>
Fire Pension Gross Pay:	<u>\$ 31,928.65</u>
Employer Share of Benefits:	<u>\$ 748,203.76</u>
Employer Share of LEOFF I Police Post-Retirement Benefits:	<u>\$ 5,639.80</u>
Employer Share of LEOFF I Fire Post-Retirement Benefits:	<u>\$ 3,513.17</u>
TOTAL	<u><u>\$ 3,070,556.75</u></u>

Payroll Check Numbers	_____	_____	Manual Checks
And	<u>91955</u>	<u>91960</u>	Fire Pension Checks
And	<u>91961</u>	<u>91961</u>	Manual Checks
And	<u>91962</u>	<u>91975</u>	Semi Payroll Checks

and Direct Deposit transmission.

2/11/19
DATE



ADMINISTRATIVE SERVICES DIRECTOR

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **2/15/2019** have been examined and are approved as recommended for payment.

Employees Gross Pay:	<u>\$ 2,256,857.30</u>
Fire Pension Gross Pay:	_____
Employer Share of Benefits:	<u>\$ 784,885.42</u>
TOTAL	<u><u>\$ 3,041,742.72</u></u>

Payroll Check Numbers	<u>91976</u>	<u>91977</u>	Manual Checks
And	_____	_____	Fire Pension Checks
And	_____	_____	Manual Checks
And	<u>91978</u>	<u>91999</u>	Semi Payroll Checks

and Direct Deposit transmission.

2/21/2019
DATE


ADMINISTRATIVE SERVICES DIRECTOR

*****		Gross	With	Net	Advance	Paid	Dir	Check
		pay	hold	pay	Out	Back	Dep	Amount
GRAND	TOTALS	2256857.30	7522465.00	14943392.30	00	00	1472424.97	21967.33
HR	EXEMPT ADMIN LEAVE	2016.85	72.00	168.00				2298.36
HR	LIGHT DUTY	7965.33	168.00	168.00				7643.60
HR	PTO @ 1.5	6.31	372.45	372.45				894.63
HR	SALARY ADJUSTMENT	2863.47	70.00	70.00				2940.93
HR	STANDBY PAY ISD	375.00	159.00	159.00				2456.74
HR	STANDBY PAY	2456.74	34.00	34.00				1541386.62
HR	SHARED LV CONTRIB(VAC)	666.74	59.01	3987.46				3138.57
HR	JURY DUTY LEAVE HOURS	2067.89	489.00	489.00				17531.49
HR	MILITARY LEAVE HOURS		447.00	447.00				17393.71
HR	AGREED WORKED FIRE		2038.94	88.00				806996.54
HR	KELLY DAY FIRE		88.00	256.76				2834.70
HR	SICK LEAVE-POLICE	10694.65	101.57	101.57				13169.73
HR	VACATION-SALARIED/HOURLY	73924.65	22.75	22.75				4362.03
HR	VAC PAY OFF-P2 & P3	4013.95	136.51	365.51				5193.66
HR	COMP TIME EARNED @ 1.5	21182.66	170.67	170.67				30074.87
HR	COMP TIME PAID	205424.93	15.75	28.00				6438.48
HR	REGULAR (SAL/HRLY) POLICE	86124.94	845.00	845.00				1050.49
HR	COMP EARNED @ 1.5	5937.45	538.25	538.25				12119.22
HR	OVERTIME @ 1.5	3811.78	288.09	288.09				845.25
HR	PAGER PAY-INDEPENDENT	537.67	30.00	30.00				538.25
HR	SHIFT DIFF SWING-TEAMSTRS	48.02	59.50	59.50				144.05
HR	STANDBY - FIRE MECH	732.93	13.53	13.53				1200.40
HR	FLA-SICK LEAVE	4995.40						2147.69
HR	FLA-COMP TIME TAKEN	2321.08						300.48
HR	FOOTWEAR REIMB - AFSCME	1060.00						2182325.68
HR	FLA-VACATION LEAVE	1000.00						1000.00
HR	FLA-SUB PAYMENT	993.12						175.78
HR	FLA-TRAINING	825.00						365.20
HR	ED INCENT 3%	1925.00						288.34
HR	BENEFIT STIPEND - COUNCIL	240.00						982.43
HR	DENTAL OPT-OUT INCENTIVE	397.04						1065.85
HR	EVT ADD PAY	2209.24						2956.29
HR	ED INCENT 2%	4760.06						9746.86
HR	ED INCENT 4%	150.70						301.44
HR	ED INCENT 5%	326.98						267.55
HR	FTO - TEAMSTERS	46.08						196.94
HR	INSTRUCTOR-DEF TACTICS	2250.00						7637.31
HR	INSTRUCTOR-DRE	46.08						13650.00
HR	LONGEVITY - AFSCME UNION	334.63						235.70
HR	LONGEVITY - AFSCME SGT, LT	117.33						287.33
HR	MOTORCYCLE PAY	874.92						1879.28
HR	OUT-OF-CLASS FULL P.P.	4506.21						1679.28
HR	PHYS. FIT (POL/LTS/SGT/CMD)	46.00						399.30
HR	RECRUITMENT PAY	260.66						666.59
HR	RETRO	693.37						7564.53
HR	BOOT(SAFETY FTWEAR) FIRE	397.30						200.00
HR	TOOL REIMB-CURR YEAR	274.78						1527.16
HR	CANINE PAY	500.13						
HR	SPECIAL PAY (3.3%)	2405.37						
HR	AFIAC POLICY	732.00						
HR	MED SPOUSE GH	233.50						
HR	MED CHILD 2- GH							

Gross Pay: 2,256,857.30
 Employer Benefits: 784,885.42

74531.62 ADD

ABT	Gross	With	Net	Advance	Paid	Dir	Check
ABT	Pay	Hold	Pay	Out	Back	Dep	Amount
ABT NWFFT MED CH2 2+ #1-MECH	2057.58		2057.58				973.59
ABT NWFFT MED SPOUSE #1	3640.77		3640.77				2635.40
ABT FLEX SPEND HEALTH	7615.84		7615.84				19288.87
ABT DEFER-NATNWIDE(FP	4157.44		4157.44				30819.50
ABT DEFER COMP-POLICE	4793.14		4793.14				1008.03
ABT MED SPOUSE GH	1448.67		1448.67				626.52
ABT MED CH2 2+ GH	453.36		453.36				15.51
ABT MED SPOUSE GH	45.75		45.75				23.35
ABT MED CH2 2+ GH	23.35		23.35				1205.20
ABT LEF 2	72031.47		72031.47				60.52
ABT NWFFT MED SP #1-MECH	173.37		173.37				32.66
ABT NWFFT MED CH 2+ #1-MECH	19.09		19.09				75.00
ABT WELLCITY REG CORRECTION	34.04		34.04				3.29
ABT WELLCITY EE REG IN OE LT	46.87		46.87				64.40
ABT WELLCITY CH REG IN OE LT	35.91		35.91				19.27
ABT WELLCITY EE GH IN OE LT	27.28		27.28				41.05
ABT WELLCITY CH GH IN OE LT	19.18		19.18				12.88
ABT WELLCITY EE REG AF	20.90		20.90				32.20
ABT WELLCITY CH REG AF	15.39		15.39				5.64
ABT WELLCITY CH GH AF	12.09		12.09				5.17
ABT WELLCITY CH GH AF	12.09		12.09				5.17
ABT WELLCITY EE REG TE	3.42		3.42				8.05
ABT WELLCITY CH REG TE	4.56		4.56				2.79
ABT DEFER - NATIOWIDE	5825.79		5825.79				2.82
ABT WELLCITY SP GH TE	2.76		2.76				40.25
ABT WELLCITY CH2 GH TE	1.88		1.88				10.34
ABT WELLCITY CH REG FRACPOSG	15.96		15.96				3.76
ABT WELLCITY SP GH FRACPOSG	8.28		8.28				1141.77
ABT PERS 2	3732.78		3732.78				13229.71
ABT PERS 2	81553.58		81553.58				27.17
ABT WELLCITY EE REG IN OE LT I2	57.11		57.11				2.82
ABT WELLCITY CH REG IN OE LT I2	10.06		10.06				12.35
ABT WELLCITY EE REG AF I2	47.60		47.60				2.82
ABT WELLCITY CH REG AF I2	13.44		13.44				1.82
ABT WELLCITY EE REG TE I2	5.10		5.10				1.12
ABT REGENGE-CORRECTION	16.95		16.95				217.71
ABT MED EMPLOYEE GH	93.06		93.06				91.70
ABT MED CH2 2+ GH	93.40		93.40				46.70
ABT MED EMPLOYEE REG	1952.88		1952.88				2925.36
ABT MED CH2 2+ REG	1554.30		1554.30				817.95
ABT MED EMPLOYEE GH	294.89		294.89				457.50
ABT MED CH2 2+ GH	256.85		256.85				140.10
ABT MED EMPLOYEE REG	3340.85		3340.85				1478.40
ABT MED CH2 2+ REG	617.21		617.21				187.78
ABT MED EMPLOYEE REG	1042.80		1042.80				1606.08
ABT MED CH2 2+ REG	763.02		763.02				280.44
ABT MED EMPLOYEE GH	186.12		186.12				183.00
ABT MED CH2 2+ GH	93.40		93.40				23.35
ABT MED EMPLOYEE REG	2369.08		2369.08				616.00
ABT MED CH2 2+ REG	673.32		673.32				140.82
ABT MED EMPLOYEE REG	170.64		170.64				401.52
ABT MED CH2 2+ REG	226.08		226.08				116.85

			Gross Pay	With Hold	Net Pay	Advance Out	Paid Back	Dir Dep	Check Amount
BEN	MED CHILD 1 GH	1 OE-I2	132.27						132.27
BEN	DEN-E/ORTHO-3 EE #1		9984.00						6779.98
BEN	DEN-E/ORTHO-3 2+DEP #1		7939.24						87.32
BEN	DEN-F/ORTHO-2 EE#1 PO/PS		1780.35						1231.00
BEN	DEN-F/ORTHO-2 2+DEP#1 PO/PS		1472.88						28.01
BEN	DEN-F/ORTHO-3 IDEP #1 PF		25.33						38.65
BEN	LTD ENHANCED SGT-CITY PD		46.42						287.79
BEN	LTD - POLICE #1		1512.50						5768.73
BEN	LEP 2		44700.73						31760.94
BEN	MERP (MED. EXP. REIMB. PLAN)		9000.00						1149.68
BEN	NWFFT MED SP #1-MECH		901.80						158.20
BEN	NWFFT MED CH 2+ #1-MECH		81.29						2759.31
BEN	NWFFT DEN/ORTHO DP #1		1897.35						2190.46
BEN	NWFFT DEN/ORTHO 2+DEP #1		25.64						15.66
BEN	MED CHILD 2+ GH	1 OE-I2	18.55						803.21
BEN	MED CHILD 2+ GH	1 OE-I2	364.56						201.61
BEN	MED CHILD 2+ GH	1 OE-I2	108.55						6.51
BEN	MED CHILD 2+ GH	1 OE-I2	375.73						197.21
BEN	MED CHILD 2+ GH	1 OE-I2	99.36						68.23
BEN	MED CHILD 2+ GH	1 OE-I2	396.45						182.26
BEN	MED CHILD 2+ GH	1 OE-I2	86.40						221.30
BEN	MED CHILD 2+ GH	1 OE-I2	19.53						229.71
BEN	MED CHILD 2+ GH	1 OE-I2	103.80						45.05
BEN	MED CHILD 2+ GH	1 OE-I2	29.15						64.89
BEN	MED CHILD 2+ GH	1 OE-I2	45.57						25.60
BEN	MED CHILD 2+ GH	1 OE-I2	13.25						53.01
BEN	MED CHILD 2+ GH	1 OE-I2	13.37						15.90
BEN	MED CHILD 2+ GH	1 OE-I2	10.65						387.09
BEN	MED CHILD 2+ GH	1 OE-I2	227.85						89.60
BEN	MED CHILD 2+ GH	1 OE-I2	58.30						86.80
BEN	MED CHILD 2+ GH	1 OE-I2	46.71						21.20
BEN	MED CHILD 2+ GH	1 OE-I2	6536.30						2441.53
BEN	MED CHILD 2+ GH	1 OE-I2	142040.00						25453.22
BEN	MED CHILD 2+ GH	1 OE-I2	178.18						57.09
BEN	MED CHILD 2+ GH	1 OE-I2	123.85						15.90
BEN	MED CHILD 2+ GH	1 OE-I2	164.92						25.95
BEN	MED CHILD 2+ GH	1 OE-I2	31.80						1.90
BEN	MED CHILD 2+ GH	1 OE-I2	17.57						2.65
BEN	MED CHILD 2+ GH	1 OE-I2	781.73						85660.82
BEN	MED CHILD 2+ GH	1 OE-I2	1767.50						518.40
BEN	MED CHILD 2+ GH	1 OE-I2	529.08						264.54
BEN	MED CHILD 2+ GH	1 OE-I2	21.04						4085.80
BEN	MED CHILD 2+ GH	1 OE-I2	390.65						1559.44
BEN	MED CHILD 2+ GH	1 OE-I2	1196.60						802.88
BEN	MED CHILD 2+ GH	1 OE-I2	15.44						300.50
BEN	MED CHILD 2+ GH	1 OE-I2	228.38						77.22
BEN	MED CHILD 2+ GH	1 OE-I2	1854.00						876.30
BEN	MED CHILD 2+ GH	1 OE-I2	367.85						61.72
BEN	MED CHILD 2+ GH	1 OE-I2	20760.74						4420.40
BEN	MED CHILD 2+ GH	1 OE-I2	9064.51						6824.16
BEN	MED CHILD 2+ GH	1 OE-I2	3588.90						16576.53
BEN	MED CHILD 2+ GH	1 OE-I2	8806.05						4632.95

PR720I01
Voided Supplemental

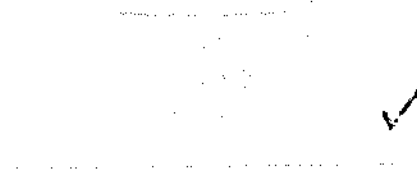
CITY OF OLYMPIA, WA.
Void Check

2/20/19
13:45:26

Employee : 3574 WARREN, VERONICA S
Pay period : 3 Gross amount :
Check number : Net amount :
Check date : 2/04/19 Check amount :

Description	Qty (2)	Amount	Description	Qty (2)	Amount
Benefits					
DENTAL (CORRECTION		65.49			
VISION (CORRECTION		11.58			

voided check



Bottom

Press Enter to continue.

F3=Exit F12=Cancel F13=Hours detail F18=Distribution detail F21=Void

Prepared 2/19/19, 13:27:59
Program PR711L
CITY OF OLYMPIA, WA.

Generic Check Register
Manual Checks
From 1/31/19 To 2/14/19

Check Date	Check Number	Check Amount	Employee Name	Social Security	Check Type
1/31/19	91976	✓	OLSON, JOSEPH W	3554	Manual
1/31/19	91977		OLSON, JOSEPH W	3554	Manual
2 - Checks		.00	- Total		

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending 2/28/2019 have been examined and are approved as recommended for payment.

Employees Gross Pay:	\$ 2,335,686.05
Fire Pension Gross Pay:	\$ 31,928.65
Employer Share of Benefits:	\$ 753,764.41
Employer Share of LEOFF I Police Post-Retirement Benefits:	\$ 25,197.06
Employer Share of LEOFF I Fire Post-Retirement Benefits:	\$ 17,908.75
TOTAL	\$ 3,164,484.92

Payroll Check Numbers	92000	92002	Manual Checks
And	92003	92008	Fire Pension Checks
And	92009	92009	Manual Checks
And	92010	92027	Semi Payroll Checks

and Direct Deposit transmission.

DATE

3/12/19

ADMINISTRATIVE SERVICES DIRECTOR

Cecilia J. Switzer

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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

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

FOR PERIOD 2/3/2019 2/9/2019
 FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED 3711534 THROUGH 3711769
 FOR OTHER ELECTRONIC PAYMENTS DATED _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED 2/14/19 ADMINISTRATIVE SERVICES DIRECTOR Robbie Sullivan

TOTAL APPROVED FOR PAYMENT

FUND		
\$261,962.30	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$10,351.13	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$0.00	006	Development Fee Revenue
\$3,426.02	007	Parking Fund
\$23,443.77	014	LEOFF 1 OPEB Trust Fund
\$0.00	21	Washington Center Endow
\$0.00	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$21,272.50	029	EQUIP & FACIL REPLACE RES
\$15,624.48	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$253.65	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	141	Oly Metro Park District
\$308.84	142	HOME FUND
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '08-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$0.00	230	LTGO Bond Fund 2016
\$482.82	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$40,651.80	401	WATER
\$2,832.87	402	SEWER
\$38,098.78	403	SOLID WASTE
\$510.94	404	STORM AND SURFACE WATER
\$0.00	418	Stormwater Debt Service Fund
\$194.26	434	STORM AND SURFACE WATER CIP
\$0.00	461	WATER CIP FUND
\$230.00	462	SEWER CIP FUND
\$26,996.39	501	EQUIPMENT RENTAL
\$150,940.51	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$0.00	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS

\$617,580.66 GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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

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FOR PERIOD	<u>2/10/2019</u>		<u>2/16/2019</u>
FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED	<u>3711770</u>	THROUGH	<u>3712144</u>
FOR OTHER ELECTRONIC PAYMENTS DATED	<u> </u>	THROUGH	<u> </u>

INCLUSIVE IN THE AMOUNT TOTALING

DATED	ADMINISTRATIVE SERVICES DIRECTOR
<u>2/21/2019</u>	<u></u>

TOTAL APPROVED FOR PAYMENT
FUND

\$587,049.27	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$29,015.05	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$4,350.00	006	Development Fee Revenue
\$10,709.01	007	Parking Fund
\$1,931.50	014	LEOFF 1 OPEB Trust Fund
\$5,995.37	21	Washington Center Endow
\$4,034.58	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$8,506.42	029	EQUIP & FACIL REPLACE RES
\$7,140.99	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$0.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$40.00	138	TRANS BENEFIT DISTRICT
\$0.00	141	Oly Metro Park District
\$2,438.40	142	HOME FUND
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$0.00	230	LTGO Band Fund 2016
\$125,630.71	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$24,547.49	401	WATER
\$17,742.67	402	SEWER
\$570.32	403	SOLID WASTE
\$1,782.18	404	STORM AND SURFACE WATER
\$0.00	418	Stormwater Debt Service Fund
\$27,769.31	434	STORM AND SURFACE WATER CIP
\$41,418.59	461	WATER CIP FUND
\$6,176.41	462	SEWER CIP FUND
\$11,222.78	501	EQUIPMENT RENTAL
\$7,068.08	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$0.00	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS

\$925,159.13 GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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

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

FOR PERIOD	<u>2/24/2019</u>		<u>3/2/2019</u>
FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED	<u>3712483</u>	THROUGH	<u>3712739</u>
FOR OTHER ELECTRONIC PAYMENTS DATED	<u> </u>	THROUGH	<u> </u>

INCLUSIVE IN THE AMOUNT TOTALING

DATED 3/5/19 ADMINISTRATIVE SERVICES DIRECTOR 

TOTAL APPROVED FOR PAYMENT

FUND		
\$460,945.32	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$30,092.29	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$0.00	006	Development Fee Revenue
\$2,478.10	007	Parking Fund
\$2,960.10	014	LEOFF 1 OPEB Trust Fund
\$0.00	21	Washington Center Endow
\$0.00	025	WASHINGTON CENTER
\$123.23	026	MUNICIPAL ARTS FUND
\$0.00	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$0.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$323.71	138	TRANS BENEFIT DISTRICT
\$0.00	141	Oly Metro Park District
\$8,891.18	142	HOME FUND
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$0.00	230	LTGO Band Fund 2016
\$13,275.98	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$97,327.29	401	WATER
\$16,918.91	402	SEWER
\$208.16	403	SOLID WASTE
\$7,501.38	404	STORM AND SURFACE WATER
\$0.00	418	Stormwater Debt Service Fund
\$0.00	434	STORM AND SURFACE WATER CIP
\$7,923.78	461	WATER CIP FUND
\$1,907.79	462	SEWER CIP FUND
\$1,221.61	501	EQUIPMENT RENTAL
\$33,955.96	502	C. R. EQUIPMENT RENTAL
\$262.50	503	UNEMPLOYMENT COMPENSATION
\$120.00	504	INS TRUST FUND
\$0.00	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$138,298.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS

\$824,735.27 GRAND TOTAL FOR WEEK



City Council

Approval of a Resolution Authorizing an Interlocal Agreement for a Martin Way Corridor Study

Agenda Date: 3/19/2019
Agenda Item Number: 4.C
File Number: 19-0116

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

Title

Approval of a Resolution Authorizing an Interlocal Agreement for a Martin Way Corridor Study

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution authorizing the interlocal agreement with Thurston County, City of Lacey, Intercity Transit and Thurston Regional Planning Council for the Martin Way Corridor Study and authorize the City Manager to sign the agreement.

Report

Issue:

Whether to authorize the City Manager to sign the interlocal agreement for the Martin Way Corridor Study.

Staff Contact:

Sophie Stimson, Transportation Planning Supervisor, Public Works Transportation, 360-753-8497

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Martin Way, from Pacific Avenue to Marvin Road, is a prime candidate for increasing land use intensity and walking, biking, and transit activity as called for in the City's Comprehensive Plan.

The Martin Way Corridor Study is a collaborative project between the Thurston Regional Planning Council (TRPC), City of Olympia, Thurston County, City of Lacey and Intercity Transit. The study will explore improved land use and transportation planning between the jurisdictions. Specifically, the study will include:

- A review of zoning and development regulations for better alignment between jurisdictions and with the vision for this corridor;
- Identification of needed bicycle and pedestrian facilities and an examination of issues related to vehicle speed, flow and access, and;
- Integration of planned transit improvements.

This project supports goals and policies in the Regional Transportation Plan and the Olympia Comprehensive Plan. It is one of the actions identified in the Sustainable Thurston Action Plan and is consistent with the joint resolution signed by the City of Olympia and neighboring jurisdictions in 2012 to pursue the recommendations of the Urban Corridors Task Force.

The Martin Way Corridor Study would result in a current conditions report, an opportunity and alternatives analysis, a preferred alternative, and an implementation plan. Stakeholder outreach is a major component of the project. TRPC will serve as project lead.

The total project cost will not exceed \$523,410. Federal Surface Transportation Block Grant program funds through the Washington State Department of Transportation will provide \$452,750 for the project. Match for the project is as follows:

- \$27,000 from the City of Olympia
- \$23,410 from Thurston County
- \$6,750 from Intercity Transit
- \$13,500 from TRPC

Neighborhood/Community Interests (if known):

The community has provided input into the urban corridor and strategy corridor policy approach through adoption of the Regional Transportation Plan and Olympia Comprehensive Plan. The public has also provided input on related policy work through TRPC's Urban Corridor Task Force.

Options:

1. Approve a resolution authorizing the interlocal agreement for the Martin Way Corridor Study. This allows work on the project to begin in 2019.
2. Modify the interlocal agreement for the Martin Way Corridor Study. The other participating jurisdictions have approved the interlocal agreement. Re-negotiation of the interlocal agreement would be needed, resulting in a significant delay to the project.
3. Do not approve the interlocal agreement for the Martin Way Corridor Study. The other participating jurisdictions have approved the interlocal agreement. Should the City decide not to participate in the project, grant funds would be forfeited and a valuable planning opportunity will be lost.

Financial Impact:

Olympia's match for the project is \$27,000, which will come from existing Public Works Transportation and Community Planning and Development budgets.

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

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA, THURSTON COUNTY, THE CITY OF LACEY, INTERCITY TRANSIT AND THURSTON REGIONAL PLANNING COUNCIL FOR THE MARTIN WAY CORRIDOR STUDY.

WHEREAS, the Martin Way corridor, from Pacific Avenue to Marvin Road, is a prime candidate for increasing land use intensity, and walking biking, and transit activity as called for in the City's comprehensive plan; and

WHEREAS, the Martin Way Study is a collaborative project between the Thurston Regional Planning Council (TRPC), the City of Olympia, Thurston County, the City of Lacey and Intercity Transit; and

WHEREAS, the study will explore improved land use and transportation planning between the jurisdictions and would result in a current conditions report, and opportunity and alternatives analyses, a preferred alternative and implementation plan; and

WHEREAS, the total project cost will not exceed \$523,410 with Federal Surface Transportation Block Grant program funds through the Washington State Department of Transportation providing \$452,750 of that cost; and

WHEREAS, the City's match share of the project would be \$27,000;

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

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the City of Olympia, Thurston County, the City of Lacey, Intercity Transit, and Thurston Regional Planning Council for the Martin Way Corridor Study and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

Interlocal Agreement

Between Thurston County, the City of Lacey, City of Olympia, Intercity Transit, and Thurston Regional Planning Council

For the Martin Way Corridor Study

THIS AGREEMENT is entered into as of the date of the last signature affixed hereto below between: the City of Lacey, a Washington municipal corporation, (hereinafter "LACEY"); the City of Olympia, a Washington municipal corporation, (hereinafter "OLYMPIA"); Intercity Transit, a Public Transportation Benefit Area Authority, (hereinafter "IT"); Thurston County, a Washington political subdivision, (hereinafter "COUNTY"); and the Thurston Regional Planning Council, a state-designated council of governments and regional transportation planning organization, (hereinafter "TRPC"), collectively referred to as "the Parties."

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 pursuant to forms of governmental organization that will accord best with geographic, economic, populations, and other factors influencing the needs and development of local communities; and

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

WHEREAS, the Parties participated in TRPC's Urban Corridors Task Force; and in 2012 LACEY (Resolution No. 989), OLYMPIA (Resolution No. M-1786), COUNTY (Resolution No. 14801), and the City of Tumwater (Resolution No. R2012-015) signed a joint resolution accepting the recommendations of the Urban Corridors Task Force as a strategy for creating compact, walkable, transit-oriented neighborhoods along the former Highway 99 Corridor (Martin Way, Capitol Way, Capitol Boulevard); and

WHEREAS, the COUNTY and IT were awarded \$193,250 from the Federal Surface Transportation Block Grant program for the Martin Way Corridor Study - East; and

WHEREAS, LACEY was awarded \$86,500 from the Federal Surface Transportation Block Grant program for the Martin Way Corridor Study - East; and

WHEREAS, OLYMPIA was awarded \$173,000 from the Federal Surface Transportation Block Grant program for the Martin Way Corridor Study - West; and

WHEREAS, the COUNTY agreed to provide \$23,410 in local matching funds for the Martin Way Corridor Study - East; and

WHEREAS, IT agreed to provide \$6,750 in local matching funds for the Martin Way Corridor Study - East; and

WHEREAS, TRPC agreed to provide \$13,500 in local matching funds for the Martin Way Corridor Study - East; and

WHEREAS, OLYMPIA agreed to provide \$27,000 in local matching funds for the Martin Way Corridor Study - West; and

WHEREAS, the Parties agreed that combining the Martin Way Corridor Study - East and the Martin Way Corridor Study - West into the Martin Way Corridor Study would make the most efficient use of resources; and

WHEREAS, the Parties agreed to provide in-kind staff support for the Martin Way Corridor Study and participate on the project Steering Committee; and

WHEREAS, the COUNTY, LACEY, OLYMPIA, and IT wish to contract with TRPC to act as the project administrator through the Certification Acceptance (CA) program to obligate and manage federal project funds, and lead and facilitate the Martin Way Corridor Study, given TRPC's mission and staff expertise;

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

I. Scope of Work

Working in collaboration with the COUNTY, LACEY, OLYMPIA, and IT, TRPC shall complete the scope of work included as Exhibit A, attached hereto and incorporated herein by reference.

TRPC will act as the CA agency to obligate \$452,750 in Federal Surface Transportation Block Grant program funds through the Washington State Department of Transportation. The COUNTY will pay a share of the required match not to exceed \$23,410 to TRPC. IT will pay a share of the required match not to exceed \$6,750 to TRPC. Olympia will pay a share of the required match not to exceed \$27,000 to TRPC. TRPC will provide a share of the required match not to exceed \$13,500. The total project cost will not exceed \$523,410.

II. Indemnification and Insurance

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's 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, and employees.

The Parties agree to maintain liability insurance; this may be fulfilled by a party's membership and coverage in WCIA, a self-insured municipal insurance pool.

III. No Separate Legal Entity Created

This Agreement creates no separate legal entity. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

IV. Relationship of the Parties

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. This Agreement is for the benefit of the Parties, and no third-party beneficiary relationship is intended.

V. Duration of Agreement

This Agreement shall be effective on the date of the last signature affixed hereto and shall terminate upon completion of the tasks necessary to accomplish the purpose of the Agreement, unless sooner terminated by the Parties as provided herein.

VI. Dispute Resolution

- a. Step One – Negotiation. In the event of a dispute concerning any matter pertaining to this Agreement, the Parties involved shall attempt to adjust 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 it 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 threatened.

VII. Amendments

This Agreement may be amended only by written agreement executed in accordance with chapter 39.34 RCW.

VIII. Termination of Agreement

This Agreement may be terminated upon mutual agreement of the Parties.

IX. Interpretation and Venue

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

X. Entire Agreement

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

XI. Recording

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the Parties' websites as provided by RCW 39.34.040.

XII. Counterparts

This Agreement may be executed in counterparts, and all such counterparts once so executed shall together be deemed to constitute one final agreement, as if one document had been signed by all Parties, and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding on the Parties. A faxed or email copy of an original signature shall be deemed to have the same force and effect as the original signature.

XIII. **Notice**

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

THURSTON COUNTY

Attn: Jennifer Walker, Public Works Director
Re: Martin Way Corridor Study
9605 Tilley Rd SW
Olympia, WA 98512

CITY OF OLYMPIA

Attn: Rich Hoey, Public Works Director
Re: Martin Way Corridor Study
P.O. Box 1967
Olympia, WA 98507-1967

CITY OF LACEY

Attn: Rick Walk, Director of Community and Economic Development
Re: Martin Way Corridor Study
420 College Street SE
Lacey, WA 98503

INTERCITY TRANSIT

Attn: Ann Freeman-Manzanares, General Manager
Re: Martin Way Corridor Study
P.O. Box 659
Olympia, WA 98507-0659

THURSTON REGIONAL PLANNING COUNCIL

Attn: R. Veena Tabbutt, Deputy Director
Re: Martin Way Corridor Study
2424 Heritage Court SW, Suite A
Olympia, WA 98502

XIV. **Waiver**

A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

XV. **Severability**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this

Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

XVI. **Records Retention and Audit**

During the progress of the work and for a period not less than six (6) years from the completion of the tasks set forth herein, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection by any Party and the Federal and State Government and copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 6-year retention period.

[Signatures are affixed to next page.]

This Agreement is hereby entered between the Parties and it shall take effect on the date of the last authorizing signature affixed hereto:

GOVERNMENT AGENCY EXECUTIVE

APPROVED AS TO FORM







<p>CITY OF LACEY 420 College Street SE Lacey, WA 98503</p> <p> _____ Scott Spence, City Manager Date: <u>12/20/2018</u></p> <p>CITY OF OLYMPIA 601 4th Ave East Olympia, WA 98501</p> <p>_____ Steven R. Hall, City Manager Date: _____</p> <p>THURSTON COUNTY 2000 Lakeridge Drive SW Olympia, WA 98502</p> <p> _____ Chair, Board of County Commissioners Date: <u>2/24/19</u></p> <p>INTERCITY TRANSIT 526 Pattison Street SE Olympia, WA 98507</p> <p> _____ Ann Freeman-Manzanares, General Manager Date: <u>1/21/2019</u></p> <p>THURSTON REGIONAL PLANNING COUNCIL 2424 Heritage Court SW, Suite A Olympia, WA 98502</p> <p>_____ Marc Daily, Executive Director Date: _____</p>	<p>CITY OF LACEY 420 College Street SE Lacey, WA 98503</p> <p> _____ David Schneider, City Attorney</p> <p>CITY OF OLYMPIA 601 4th Ave East Olympia, WA 98501</p> <p> _____ Mark Barber, City Attorney</p> <p>THURSTON COUNTY Jon Tunheim, Prosecuting Attorney 2000 Lakeridge Drive SW Olympia, WA 98502</p> <p> _____ Deputy Prosecuting Attorney</p>
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Exhibit A

SCOPE OF WORK FOR THE MARTIN WAY CORRIDOR STUDY

OVERVIEW

Martin Way, from Pacific Avenue in Olympia to Marvin Road in Lacey (7.5 miles), has been identified as both an urban corridor (land use designation) and strategy corridor (transportation designation) in regional and local plans. Martin Way has frequent transit service and is a prime candidate for increasing land use intensity and walking and biking activity. This former state highway serves as an alternative to I-5 and carries between 9,000 to 35,000 daily vehicles, depending on the roadway section.

The roadway links major urban centers and has been identified as a focal point for more intensive urban development. As an urban corridor, opportunity areas for more intensive development could be identified. Zoning and development regulations along the corridor as it passes through Olympia, Lacey, and Thurston County should be updated to better align with the urban form envisioned for the future of this corridor.

As a strategy corridor, the roadway experiences safety and mobility challenges for all modes of travel. The corridor has been designated as a Smart Corridor, and investments are underway in traffic signal optimization and transit signal prioritization. In addition, Intercity Transit is hoping to begin express service, or bus rapid transit light service, along the route.

The main issues that will be addressed in the study include:

Bicycle and pedestrian facilities

This major arterial has gaps in safe and comfortable bicycle and pedestrian facilities, including facilities to cross the street between major intersections. This study will build on the City of Lacey's Bicycle and Pedestrian Plan (City of Lacey and unincorporated UGA) and the 2013 Martin Way District Study and Transportation Master Plan (City of Olympia) to identify improvements for people who bicycle and walk through the corridor.

Safety

This study will take a systemic (system-wide) approach to addressing safety issues along this major arterial. Issues relating to speed, lighting, transit, transitions between modes (pedestrian to transit) bicycle and pedestrian facilities, and intersections will be examined.

Transit

This corridor is a primary transit corridor for Intercity Transit, with frequent (15 minute) service through much of the corridor, and two transit centers (downtown Olympia and Lacey's Woodland District) and a Park and Ride (Martin Way P&R) anchoring the transit route. Intercity Transit has recently applied for State funding to increase transit service along the corridor to a Bus Rapid Transit "light" route, running from Capital Mall on Olympia's west side to the park and ride at Martin Way and I-5. In addition, transit signal prioritization will be implemented along the corridor to improve transit headways during peak periods. This study will be an opportunity to review existing and consider new facilities to support high performance transit (Bus Rapid Transit "light") service in the corridor.

Land Use

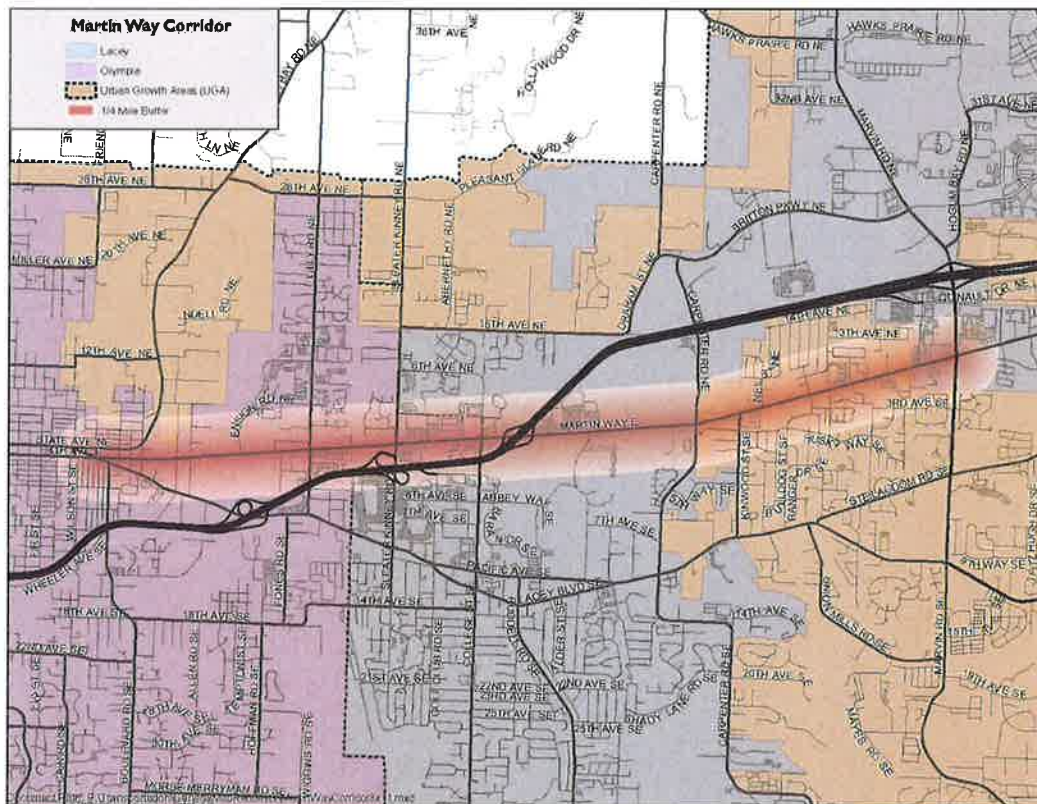
This is a primary urban corridor; however, zoning and development regulations are inconsistent between jurisdictions, and implementation does not always support the urban corridor vision. This study will conduct a land use and development regulation audit to look for areas to reconcile the urban corridor land use vision with zoning and development regulations. This will include looking at the land use immediately adjacent to the corridor, and auditing regulations such as parking requirements, density, setbacks, site and building design. The study will also include convening a current planner stakeholder group to provide input on corridor design, implementation strategies and permitting challenges and opportunities. The study will also include a market study, identification of neighborhood center opportunity areas, and a development/redevelopment feasibility study.

Access Management

Numerous access points along the corridor decrease both safety and mobility. This study will look for ways to manage access, including consolidating driveways, restricting left turns from side streets, and possible median and intersection treatments.

Neighborhood Connectivity

Many of the neighborhoods adjacent to the corridor are not directly connected due to previous land use patterns. This study will look at ways to increase connectivity to the corridor, including opportunities for transit, bicycle and pedestrian connections.



TASKS & DELIVERABLES

Task 1: Project Management

- a. Monthly invoicing
- b. Required reporting
- c. Contracting with two subrecipients
 - i. Thurston County Community Planning
 - ii. Thurston Economic Development Council
- d. Administering the Request for Qualifications/Proposals process for up to two consulting teams
- e. Contracting with up to two consulting teams
- f. Developing a final project report for Washington State Department of Transportation (WSDOT)

Deliverables:

- Monthly invoices to WSDOT
- Invoices to Thurston County, Olympia, and Intercity Transit. Note: invoices will be for a lump sum payment once a Local Agency Agreement between the WSDOT and TRPC is executed
- Final project report to WSDOT

Task 2: Communications and Outreach

- a. Develop a public involvement plan
- b. Create and update project website
- c. Convene monthly Steering Committee meetings. Steering Committee members will consist of up to two representatives from each of the following: Thurston County, City of Olympia, City of Lacey, and Intercity Transit.
- d. Convene current/long range planner meetings. Convene up to three meetings of jurisdictional current and long-range planners to focus on striving for consistency in land use/development standards implementation issues. Meeting invitees will include land use, stormwater, parks, and transportation planners.
- e. Establish Stakeholder Committee and convene meetings
 - Convene a stakeholder group of approximately 12-15 members. Hold up to six stakeholder committee meetings.
- f. Conduct residential corridor survey.
- g. Conduct business outreach. The survey will include corridor-specific questions. The survey will be conducted through a contract with the Thurston Economic Development Council. May also involve city/county participation.
- h. Hold public meetings – four total – two Olympia and two Lacey/UGA

Deliverables:

- Public Involvement Plan

- Project website developed and maintained
- Up to 15 Steering Committee meetings (agendas)
- Up to three current and long-range planner interjurisdictional meetings (agendas)
- Up to six stakeholder meetings (agendas)
- Corridor survey summary
- Business Outreach summary
- Up to four public meetings (agendas)

Task 3: Establish Needs and Goals

- a. Develop a common vision, needs, and goal statement
- b. Identify performance measures

Deliverables:

- Vision, needs, and goal statement
- Identification of performance measures

Task 4: Current Conditions Report

- a. Develop a current conditions report documenting the following:
 - i. Land Use trends (10-year history of development)
 - ii. Parking/development standards/zoning audit to look for areas to work on consistency
 - iii. Bicycle and pedestrian facilities and gaps
 - iv. Safety issues
 - v. Transit headways and facilities
 - vi. Existing land use – buildable lands inventory
 - vii. Driveways/ driveway spacing
 - viii. Intersections and intersection spacing
 - ix. Public issues and perceptions based on stakeholder input, residential survey and business outreach
- b. ¹Conduct a Market Study – The market study will document demand for both residential and commercial activity along the corridor.
- c. ¹Conduct a Feasibility Analysis – The feasibility analysis will include a proforma based evaluation of development potential at representative sites along the corridor, including four to six conceptual visualizations (including street frontage).
- d. ¹Conduct a multimodal safety assessment (This will involve identifying systemic and location-specific safety issues along the corridor).
- e. ¹Conduct a vehicle mobility assessment (This will involve identifying any potential vehicle mobility issues, including intersection delay, and will likely involve a high-level corridor/signal operational analysis.)

Deliverables:

- Current Conditions Report

¹ Contracts with consultants selected through competitive processes.

- Market Study
- Feasibility Analysis
- Multimodal Safety Assessment
- Vehicle mobility assessment.

Task 5: Opportunities and Alternatives Analysis

- a. Develop an Opportunities and Alternatives Analysis report which will include:
 - i. Evaluation of existing land use and properties to redevelop and/or transition to corridor vision.
 - ii. Land use and development standards alternatives that will facilitate corridor transition and consistency along corridor. City and County planners take the lead. City planners provide their services as in-kind support. Contract with Thurston County for County long-range planning support.
 - iii. ²High capacity transportation needs (i.e. bus rapid transit) (IT takes the lead as in-kind project support)
 - iv. Access management options (driveways, medians, intersections)
 - v. A range of bicycle and pedestrian improvements
 - vi. Opportunities to increase street and pathway connectivity
 - vii. Opportunity areas for neighborhood hubs and other urban design and zoning opportunities
 - viii. Other opportunities to improve safety and mobility, and achieve the land use vision, as a result of community outreach and technical analysis
- b. Develop a Preferred Alternative

Deliverables:

- Opportunities and Alternatives Analysis Report
- Preferred Alternative

Task 6: Implementation and Action Plan

- a. Updated drafts of land use and development standards
- b. Develop an Implementation and Action Plan which identifies near-, medium-, and longer-term investments: including the following:
 - i. Updated drafts of land use and development standards
 - ii. Identification of specific bicycle and pedestrian improvements
 - iii. Identification of opportunities to increase transportation connectivity
 - iv. Development of an access management strategy
 - v. Identification of other implementation actions
- c. Develop outreach/education materials, including fact sheets and training, to facilitate implementation of the identified actions.

Deliverables:

² Intercity Transit staff take the lead as in-kind support.

- Implementation and Action Plan

TIMELINE & BUDGET

The project is anticipated to begin in mid-2019, after obligation of the federal funds. It is anticipated to be a two- to three-year process.

Cost Summary by Task

Task:	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Total
	Project Management	Communications & Outreach	Establish Needs & Goals	Current Conditions Report	Opportunities & Alternatives Analysis	Implementation & Action Plan	Contingency	
Salary and Wages								
Director / Deputy Director	\$8,341	\$0	\$0	\$0	\$0	\$0	\$0	\$8,341
Division Director	\$3,914	\$7,827	\$783	\$3,914	\$3,914	\$3,914	\$0	\$24,265
Senior Planner	\$11,803	\$11,803	\$2,361	\$11,803	\$8,853	\$8,853	\$0	\$55,476
Associate Planner	\$0	\$10,792	\$1,619	\$10,792	\$8,094	\$8,094	\$0	\$39,389
Planning Technician	\$0	\$3,937	\$0	\$3,937	\$0	\$0	\$0	\$7,874
Transportation Modelers	\$0	\$0	\$0	\$0	\$6,324	\$0	\$0	\$6,324
GIS and IT	\$0	\$9,244	\$0	\$12,705	\$6,353	\$1,561	\$0	\$29,863
Communications & Outreach	\$0	\$16,659	\$0	\$4,165	\$2,776	\$2,776	\$0	\$26,376
Administrative	\$0	\$7,590	\$0	\$0	\$1,041	\$1,736	\$0	\$10,367
Intern	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Salary and Wages	\$24,058	\$67,852	\$4,762	\$47,316	\$37,354	\$26,933	\$0	\$208,275
Overhead at: 50%	\$12,029	\$33,926	\$2,381	\$23,658	\$18,677	\$13,467	\$0	\$104,138
Direct Costs								
Advertising (legal)	\$2,997	\$0	\$0	\$0	\$0	\$0	\$0	\$2,997
Equipment Rental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facilities Rental	\$0	\$3,000	\$0	\$0	\$0	\$0	\$0	\$3,000
Printing & Postage	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000
Professional Services								
Thurston County	\$0	\$0	\$0	\$0	\$25,000	\$0	\$0	\$25,000
Economic Development Council	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$20,000
Economic Consultant	\$0	\$0	\$0	\$40,000	\$0	\$0	\$0	\$40,000
Safety/Mobility Consultant	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$50,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Recording Secretary	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$2,997	\$23,000	\$0	\$110,000	\$25,000	\$0	\$50,000	\$210,997
Total Project Budget	\$39,083	\$124,778	\$7,143	\$180,974	\$81,032	\$40,400	\$50,000	\$523,410



City Council

Approval of a Resolution Authorizing an Interagency Agreement with the Washington State Internet Crimes Against Children Task Force

Agenda Date: 3/19/2019
Agenda Item Number: 4.D
File Number: 19-0256

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

Title

Approval of a Resolution Authorizing an Interagency Agreement with the Washington State Internet Crimes Against Children Task Force

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing an Interagency Agreement with the Washington State Internet Crimes Against Children Task Force.

Report

Issue:

Whether to approve a resolution authorizing an Interagency Agreement with the Washington State Internet Crimes Against Children Task Force.

Staff Contact:

Rich Allen, Lieutenant, Olympia Police Department, 360.753.8411

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

This is a renewal of an Interagency agreement with Washington State Internet Crimes Against Children (ICAC). The task force focuses on child pornography and exploitation cases. ICAC obtains reports from Internet service providers reference web sites/images being visited that are known to house child pornography. These reports are then sent to local jurisdictions for investigation. In addition to investigations, the department provides technical support to the task force in the form of forensic evaluation of mobile devices and computers. In turn, resources for equipment and training

are made available to the department.

Neighborhood/Community Interests (if known):

None known

Options:

1. Approve the resolution authorizing an Interagency Agreement - This would be a continuation of the agreement with no interruption.
2. Modify the resolution authorizing an Interagency Agreement - This would be a possible interruption of services related to our ability to obtain information relating to persons who are allegedly exploiting children.
3. Do not Approve the resolution authorizing an Interagency Agreement - We lose the ability to obtain information relating to persons who are allegedly exploiting children.

Financial Impact:

N/A

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE WASHINGTON STATE INTERNET CRIMES AGAINST CHILDREN TASK FORCE (ICAC) ACTING THROUGH THE CITY OF SEATTLE POLICE DEPARTMENT.

WHEREAS, the United States Department of Justice (DOJ) Office of Juvenile Justice and Delinquency Prevention (OJJDP) have created the Internet Crimes Against Children (ICAC) Task Force Program, which is a national network of state and local law enforcement cybercrime units; and

WHEREAS, the mission of the national ICAC Task Force Program is to assist state and local law enforcement agencies develop an effective response to technology-facilitated child sexual exploitation and Internet crimes against children; and

WHEREAS, this assistance encompasses forensic and investigative components, training and technical assistance, victim services, prevention and community education; and

WHEREAS, the ICAC Task Force Program is a national network of 61 coordinated task forces representing more than 3,500 federal, state, and local law enforcement and prosecutorial agencies with each task force having an agency designated by the OJJDP as the "Lead Agency" which is the law enforcement agency that is awarded federal funding to serve as the "Lead" Agency for the corresponding Task Force; and

WHEREAS, the Seattle Police Department (SPD) has been designated by the OJJDP as the "Lead Agency" to oversee the multi-jurisdictional Washington State Internet Crimes Against Children Task Force (WA ICAC TF) intended to combat crimes related to the sexual exploitation, enticement, and victimization of children through the Internet, online communication systems, telecommunications technology, and other computer technology; and

WHEREAS, the SPD is the recipient of a Federal grant through the OJJDP to assist in the investigation and prosecution of Internet crimes against children; and

WHEREAS, the SPD will assist law enforcement agencies in Washington State to increase their computer forensic capabilities and receive appropriate training to investigate Internet related cases; and

WHEREAS, the City of Olympia desires to work on the WA ICAC TF as an affiliate agency with the SPD as the Lead Agency;

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

1. The Olympia City Council hereby approves the form of Interagency Agreement between the City of Olympia and the Washington State internet Crimes Against Children Task Force and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Interagency Agreement, and any other documents necessary to execute said Agreement, and to

make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY



INTERAGENCY AGREEMENT

BETWEEN

**THE WASHINGTON STATE INTERNET
CRIMES AGAINST CHILDREN TASK FORCE
ACTING THROUGH THE CITY
OF SEATTLE POLICE DEPARTMENT**

AND

THE CITY OF OLYMPIA

This Interagency Agreement is entered into by and between the Washington State Internet Crimes against Children Task Force (WA ICAC TF), acting through the City of Seattle Police Department and the City of Olympia Police Department (Affiliate Agency) acting through its duly authorized representative.

WHEREAS, The United States **Department of Justice (DOJ) Office of Juvenile Justice and Delinquency Prevention (OJJDP)** have created the Internet Crimes Against Children (ICAC) Task Force Program, which is a national network of state and local law enforcement cybercrime units. The mission of the national ICAC Task Force Program is to assist state and local law enforcement agencies develop an effective response to technology-facilitated child sexual exploitation and Internet crimes against children. This assistance encompasses forensic and investigative components, training and technical assistance, victim services, prevention and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency, team approach to investigating and prosecuting ICAC cases; and

WHEREAS, the ICAC Task Force Program is a national network of 61 coordinated task forces representing more than 3,500 federal, state, and local law enforcement and prosecutorial agencies with each task force having an agency designated by the **OJJDP** as the "Lead Agency" which is the law enforcement agency that is awarded federal funding to serve as the "Lead" Agency for the corresponding Task Force.

WHEREAS, the SPD has been designated by the **OJJDP** as the "Lead Agency" to oversee the multi-jurisdictional **Washington State Internet Crimes Against Children Task Force (WA ICAC TF)** intended to combat crimes related to the sexual exploitation, enticement and victimization of children through the Internet, online communication systems, telecommunications technology and other computer technology; and

WHEREAS, the SPD is the recipient of a Federal grant through the **OJJDP** to assist in the investigation and prosecution of Internet crimes against children; and

WHEREAS, the SPD will assist law enforcement agencies in Washington State to increase their computer forensic capabilities and receive appropriate training to investigate Internet related cases; and

WHEREAS, agencies that agree to work with the SPD as the “Lead Agency” shall be identified in the program as an “Affiliate” or “Affiliate Agency” will execute this signed agreement under the authorization of the proper authority of said agency following all of the terms, conditions and tenets contained herein.

NOW THEREFORE, the parties hereto agree as follows:

This Interagency Agreement contains fourteen (14) Articles:

ARTICLE I TERM OF AGREEMENT

Affiliate Agencies may withdraw from this Interagency Agreement and new Affiliate Agencies may be added by executing an Interagency Agreement with the SPD in substantially the same form as this Interagency Agreement. The term of this Interagency Agreement shall be in effect until terminated pursuant to the provisions hereof. Either agency may cancel this agreement with (30) thirty days of written notification to the other agency. Said notification must be provided from the appropriate authorized authority within that agency. Upon receipt of the written notification the SPD will permanently remove the agency from Affiliate Agency status with the ICAC Program.

ARTICLE II OPERATIONAL STANDARDS

Affiliate Agencies agree to adhere to the *ICAC Task Force Program Operational and Investigative Standards*, attached to and made part of this Agreement, as Attachment A. The undersigned law enforcement agency agrees to investigate ICAC cases within their jurisdiction, and assist other jurisdictions to investigate these cases.

Affiliate Agencies agree to participate on the Washington Internet Crimes Against Children Task Force that is overseen by the SPD.

Affiliate Agencies agree to use only sworn law enforcement investigators to conduct ICAC investigations. Each investigator involved with undercover operations **must** receive ICAC Program training prior to initiating proactive investigations and shall submit reports of all undercover activity to the **SPD ICAC** prior to conducting the investigation.

Affiliate Agencies agree to conduct reactive investigations where subjects are associated within the Affiliate Agencies jurisdiction, including investigations of child pornography, Cybertip (CT) referrals from the National Center for Missing and Exploited Children (NCMEC), Internet Service Provider (ISP) and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews,

documented public sources, direct observations of suspicious behavior, public complaints, etc.

Affiliate Agencies agree to record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file, reviewed and authorized by the ICAC Unit Commander, or equivalent, for that agency.

Affiliate Agencies agree to provide the SPD with access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.

Affiliate Agencies agree to locate its ICAC investigators in a secured space, to be provided by the Affiliate Agency, with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under control of **each** Affiliate Agencies ICAC personnel, with restricted access to limited authorized personnel.

Affiliate Agencies agree to conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the WA ICAC TF, its Affiliate Agencies or the national ICAC Program.

Affiliate Agencies agree to be responsible for proper maintenance and use of any equipment purchased with OJJDP Grant funds and loaned to an Affiliate Agency by the SPD. Upon termination of this Interagency Agreement, ownership of equipment, hardware, and other non-expendable items will revert to the SPD.

Affiliate Agencies agree to utilize applicable State and Federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate.

Affiliate Agencies shall maintain accurate records pertaining to prevention, education and enforcement activities, to be collected and forwarded not less than monthly to the SPD ICAC Strategic Advisor, Seattle Police Department, wa.icac@seattle.gov or entered directly into IDS, for statistical reporting purposes (form provided.)

ARTICLE III SUPERVISION

Each Affiliate Agency will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to assist the WA ICAC TF. WA ICAC TF investigations are a cooperative effort and investigative decisions will be a joint process guided by the *ICAC Task Force Program Operational and Investigative Standards*.

ARTICLE IV JURISDICTION

The principal sites of WA ICAC TF activities will be in the respective jurisdictional area of each Affiliate Agency. Nothing in this agreement shall otherwise limit or enhance the jurisdiction and powers normally possessed by an Affiliate Agency's employee(s) as a member of the WA ICAC TF. Affiliate Agencies may on occasion be referred investigations that are outside of the physical boundaries of their respective municipalities due to specific needs, capabilities or expertise as identified by the WA ICAC TF Lead Agency. Affiliate Agencies agree to take these referrals and conduct appropriate investigations in conformance with the ICAC Operational Standards, investigative or operational training, and their agency policing policies.

ARTICLE V EVIDENCE

Seized evidence and any other related forfeiture will be handled in a manner consistent with the seizing law enforcement agency's policies.

ARTICLE VI INSURANCE AND LIABILITY

Each Affiliate Agency shall maintain sufficient insurance coverage or a fully funded self-insurance program, approved by the State of Washington, for the protection and handling of the liabilities including injuries to persons and damage to property. Each Affiliate Agency agrees to maintain, at its own expense, insurance or self-insurance coverage for all of its liability exposures for this Agreement and agrees to provide the City of Seattle with at least 30 days prior written notice of any material change in the Affiliate Agency's liability coverage.

ARTICLE VII REPORTING STANDARDS

Using a process provided by the SPD, **each** Affiliate Agency shall submit monthly statistics to the SPD on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the approved procedures. These statistics shall be submitted in the appropriate format by the 10th day of each successive month that the statistics were acquired and shall include data on all related investigations opened or closed during the month in all of the categories as designated on the provided form.

In addition, an agency case number shall be included for each sexual exploitation of a minor (child pornography) case, and/or criminal solicitation of a minor (enticement/traveler) case investigated by an Affiliate Agency. Any local media reporting or responses on the investigation will comply with Section 12. Media Relations and Media Releases of the ICAC Operational Standards. The SPD will be responsible for all required reporting to the **OJJDP**.

ARTICLE VIII TRAINING

Affiliate Agencies **shall** make every effort to make investigators designated as Task Force Members available for applicable specialized training provided through the national ICAC Program and other appropriate training programs. The SPD will review training requests and provide funding for ICAC-approved training when appropriate. This funding will

include, but is not limited to; WA ICAC TF hosted, or sponsored or facilitated training through the national ICAC Programs authorized vendors.

Affiliate Agencies seeking funding assistance will be required to submit requests at least thirty (30) days in advance in writing and to comply with the procedures set forth in a separate Interagency Agreement for funding requests. A sample of this Interagency Agreement is available upon request but in no way is tacit or expressed authorization of requested funding or financial assistance given in advance. Funding under the Interagency Agreement is limited to the available funds that are received by the SPD under the **OJJDP** Grant program for the national ICAC program.

ARTICLE IX CONFIDENTIALITY

The parties agree that any confidential information pertaining to investigations of WA ICAC TF will be held in the strictest confidence, and will only be shared with other Affiliate Agencies or other law enforcement agencies not participating in the WA ICAC TF where necessary or as otherwise permitted by federal and/or state law.

ARTICLE X COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

To the extent required by law, the Affiliate Agency shall comply with all applicable laws, standards, orders and regulations regarding equal employment which are applicable to the Affiliate Agency's performance of this Interagency Agreement, including Rules of Practice for Administrative Proceeding to Enforce Equal Opportunity under Executive Order No. 11246, title 41, subtitle B, Chapter 60, part 60-30, which are incorporated herein by reference.

ARTICLE XI GOVERNING LAW AND VENUE

This Interagency Agreement is governed in all respects by applicable local, State, and Federal laws which shall supersede any provisions made in this Interagency Agreement to the contrary. Any provision effected will not negate the rest of the Interagency Agreement. In case any one or more of the provisions contained in this Interagency Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Interagency Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Exclusive venue is in Seattle, King County, Washington.

ARTICLE XII EFFECTIVE DATE

This Interagency Agreement shall be effective on October 1, 2018 and continue for three years. Upon expiration of the three years this Interagency Agreement shall automatically be renewed for one (1) additional year until such time as federal funding for the ICAC Task Force Program ends or the Interagency Agreement is canceled by either party upon 30 days' written notice delivered to both parties as delineated in ARTICLE I TERM OF AGREEMENT. This Interagency may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

The additional or deletion of Affiliate Agencies to or from this Interagency Agreement shall not affect the Interagency Agreement with the remaining Affiliate Agencies.

This Interagency Agreement can be amended or replaced in the event of new requirements under the national ICAC Task Force Program or as designated by law or other proper lawful authority.

ARTICLE XIII RATIFICATION

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

ARTICLE XIV AMENDMENTS

No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, by mutual agreement.

**WASHINGTON STATE
INTERNET CRIMES AGAINST CHILDREN
TASK FORCE**

INTERAGENCY AGREEMENT

EXECUTED BY

The **SEATTLE POLICE DEPARTMENT**,
a department of the City of Seattle, hereinafter referred to as "SPD",
Department Authorization Representative:
Captain Michael Edwards
PO Box 34986
Seattle WA 98124-4986

AND

The **CITY OF OLYMPIA**,
through the Olympia Police Department, hereinafter referred to as "OPD",
Department Authorized Representative:
Chief of Police Ronnie Roberts
Olympia Police Department
P.O. Box 1967
Olympia, WA 98507-1967

In Witness Whereof, the parties have executed this Agreement by having their
representatives affix their signatures below.

CITY OF OLYMPIA

SEATTLE POLICE DEPARTMENT

Steven R. Hall, City Manager

Carmen Best, Chief of Police

Date:

Date:

Approved as to Form:



Deputy City Attorney



Internet Crimes Against Children Program

OPERATIONAL AND INVESTIGATIVE STANDARDS

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Definitions of Terms

Applicability of Terms

Although some of the definitions below may be generally applicable to law enforcement, they are intended for use in the interpretation of these Standards. As such, where any term defined below is capitalized in these Standards, the Standards are referring to that term as defined below. By contrast, where any term defined below is not capitalized in these Standards, the Standards are referring to that term as it is used generally in the field of law enforcement.

“Affiliate” or Affiliate Agency is an agency that is working with a Lead Agency as part of a regional or State ICAC Task Force. An Affiliate has agreed in writing to adhere to these Standards.

“Authorized Personnel” are Members who themselves lack powers of arrest but have been authorized by their respective agency to participate in Investigations and are being supervised by Sworn Personnel.

“Commander” is the Member of a Lead Agency who has been designated by that Lead Agency and recognized by OJJDP as the leader of the corresponding Task Force.

“CEOS” is the Child Exploitation and Obscenity Section of the Criminal Division of the DOJ.

“Crime” is any offense (or group thereof) that involves (or involve) the exploitation/victimization of children facilitated by technology.

“CVIP” is the Child Victim Identification Project operated by NCMEC.

“CyberTipline” is a reporting mechanism operated by NCMEC that allows for the reporting of suspected Crimes.

“Deconflict” is a process whereby Members are able to submit Investigative information to each other and/or to ICAC-related databases in order to determine whether other Members or other law enforcement agencies have information concerning the same targets or Crimes.

“DOJ” is the United States Department of Justice.

“Employee” is a sworn or compensated individual, or any individual working under the direction and control of a law enforcement agency.

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“**Equipment**” is any device or tool – including but not limited to computers, phones, and online accounts and services -- purchased or obtained for use in ICAC-related matters.

“**ICAC**” is the Internet Crimes Against Children Program, a national program composed of state and regional Task Forces.

“**Images**” are visual depictions in any form (image or video/printed or digital) of child sexual exploitation as defined by federal and/or state statute.

“**Investigation**” is an investigation into a Crime. Likewise, “Investigate” “Investigating” and “Investigative” are used within the same context.

“**Investigative Persona**” – any identity established or created by an Employee to aid an Investigation.

“**Investigator**” is a Member who is a part of the Sworn Personnel of a Task Force.

“**Lead**” or “**Lead Agency**” is the law enforcement agency that receives the ICAC grant and is designated by OJJDP to act as the lead agency for the corresponding Task Force.

“**Member**” is a Lead or Affiliate Agency’s employee who is either Sworn Personnel or Authorized Personnel and who has been designated to work on ICAC-related matters for his/her respective agency and Task Force.

“**National Initiative**” is any proposal that relies on the cooperation and resources of a significant number of Task Forces and, accordingly, has been approved by OJJDP.

“**NCMEC**” is the National Center for Missing and Exploited Children.

“**OJJDP**” is the Office of Juvenile Justice and Delinquency Prevention within the DOJ.

“**Supervisor**” is a Member who has been designated by his/her respective agency to supervise Investigations and other ICAC-related matters.

“**Standards**” are all of the provisions of these, the ICAC Operational and Investigative Standards.

“**Sworn Personnel**” are Members with powers of arrest.

“**Task Force**” is the Lead Agency and its Affiliate(s) (combined) as designated by OJJDP for a particular state or region.

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1. Purpose of the ICAC Standards

These Standards are established by OJJDP to guide administration and operation of ICAC and its Members when working on ICAC-related Investigations and matters.

ICAC Members should make every reasonable effort to comply with these Standards. However, since many aspects of Investigations are dynamic and laws vary widely between jurisdictions – their genesis; methods for their evidentiary pursuit; and their application within court – it is difficult to anticipate every circumstance that might present itself. Thus, reasonable deviations from these Standards may occur depending upon various factors (e.g., emergency situations; timing constraints; accessibility constraints; resource constraints; technology constraints; perceived conflicts between the Standards and statutes, decisional law, and court orders; et cetera).

Should questions regarding the interpretation of these Standards arise or conflicts occur between these Standards and agency policies or law, the subject Commander faced with the issue shall seek the guidance of an OJJDP Program Manager. However, nothing in these Standards is meant to interfere with a Commander's or Supervisor's lawful tactical decision-making.

Commanders may supplement, but not contradict, these Standards in the written agreements they establish with their Affiliates to promote the effective operation of their Task Forces.

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2. ICAC National Program

2.1 Mission of the ICAC Program

The Internet Crimes Against Children Task Force Program (ICAC) helps state and local law enforcement agencies develop an effective response to technology-facilitated child sexual exploitation and Internet crimes against children. This support encompasses forensic and investigative components, training and technical assistance, victim services, prevention and community education.

2.2 ICAC Background

The Internet Crimes Against Children Program (ICAC) is a national network of 61 coordinated task forces representing more than 3,500 federal, state, and local law enforcement and prosecutorial agencies. These agencies are engaged in both proactive and reactive investigations, forensic examinations, and criminal prosecutions. By helping state and local agencies develop effective, sustainable responses to online child victimization – including responses to child sexual abuse images (Images), The ICAC Program has increased law enforcement’s capacity to combat technology facilitated crimes against children at every level.

The ICAC Program was developed in response to the increasing number of children and teenagers using the Internet and other technology, the proliferation of child sexual abuse images available electronically, and the heightened online activity by predators seeking unsupervised contact with potential underage victims.

Because ICAC Members understand that arrests alone cannot resolve the problem of technology-facilitated child sexual exploitation, the ICAC Program is also dedicated to training law enforcement officers and prosecutors, as well as educating parents and youth about the potential dangers of online activity.

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3. Oversight of the ICAC Program

3.1 The oversight of the ICAC Task Force Program and the administration of ICAC grants is the responsibility of OJJDP. The oversight of each Task Force falls to its Commander. The oversight of each agency, both Lead and Affiliate, falls to its designated Supervisor.

3.2 Commanders shall ensure there are supervisory systems and protocols in place that provide for observation, documentation, and review of ICAC activity. Said systems shall comply with the principles of quality case management and shall ensure that ICAC activities comply with agency policies and these Standards.

3.3 Commanders shall ensure that each Member in his/her Lead Agency and each Supervisor of an Affiliate Agency receives a copy of the Standards.

3.3.1 Supervisors shall ensure that each Member in his/her Affiliate Agency receives a copy of the Standards.

3.4 Commanders shall submit all proposed National Initiatives to OJJDP prior to the start of the project.

3.4.1 OJJDP may suggest amendments to the original proposal following consultation with the presenting Commander and, as appropriate, other federal, state, and local entities.

3.5 Supervisors shall inform their Members about departmental or Task Force employee assistance programs and services available to them.

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4. Selection and Retention of Task Force Members

4.1 When practicable during the selection process of Members, Commanders and Supervisors shall evaluate prospective candidates for work histories that indicate prior investigative experience, courtroom testimony skills, technical knowledge and ability, an ability to prudently handle sensitive information, a genuine interest in the protection of children, and an understanding of the effects that Members may experience when exposed to Images.

4.2 Commanders and Supervisors shall acknowledge the potential effects of Investigations and exposure to Images. When practicable, they shall attempt to mitigate the potential effects of the work using, for example, the following techniques:

- *Work environment considerations* – Commanders and Supervisors are encouraged to provide a physical location for the work environment that allows the Investigator to conduct discreet Investigations.
- *Work flexibility* – Commanders and Supervisors are encouraged to allow flexibility for Investigators and others who are exposed to Images (e.g., frequent breaks, having an open-door policy, etc.).
- *Educating colleagues* – Commanders and Supervisors are encouraged to teach their colleagues that the viewing of Images is serious and restricted.
- *Work with Mental Health Providers (MHP)* – In compliance with their agency guidelines, Commanders and Supervisors are encouraged to work with MHP to make recommendations for care of Members and to provide education and training designed to minimize the impact of Images.
- *Training* -- Commanders and Supervisors are encouraged to share or seek out best practices for minimization of the impact of Images and to promote attendance at trainings regarding methods used to minimize said impact.

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5. Training

5.1 Carefully-managed Investigations conducted by well-trained Investigators are among the most effective techniques available to law enforcement for addressing Crime.

5.2 All national training curricula supported by ICAC resources shall be conducted consistent with the Standards and shall be approved by OJJDP.

5.3 Commanders shall ensure that nominees to attend any ICAC-sponsored national in-person training are current Members.

5.4 Task Forces may develop and deliver Task Force training. This training shall comply with the Standards and shall be approved by the Commander. All costs to develop and deliver the training shall be the responsibility of the Task Force or Affiliate providing the Task Force training.

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6. Case Management

6.1 Commanders and Supervisors are responsible for determining Investigative priorities and selecting cases for Investigation in their respective agencies. Those determinations shall include an assessment of victim risk, jurisdiction, known offender behavioral characteristics, and the likelihood of securing the information necessary to pursue each Investigation.

6.2 Conventional boundaries often are meaningless in today's digital world where the usual constraints of time, place, and distance lose their relevance. These factors increase the possibility of Lead and/or Affiliate Agencies targeting other law enforcement personnel, Investigating the same target, or inadvertently disrupting an ongoing Investigation. To foster effective case coordination, collaboration, and communication, each Member shall make every effort to Deconflict all active Investigations.

6.3 Lead and Affiliate Agencies shall be subject to their respective agency's incident reporting procedures and case supervision systems. At a minimum, a unique identifier shall be assigned to each case.

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7. Task Force Reporting Requirements to OJJDP

7.1 The reports described below do not replace the semi-annual progress report required by the Office of Justice Programs' Financial Guide.

7.2 Commanders shall compile and submit a Task Force Monthly Performance Measures Report to the OJJDP-designated location before the end of the following calendar month.

7.2.1 Affiliates shall report their activity to their respective Commander by the 10th of each month using the ICAC Monthly Performance Measures Report.

7.3 Commanders shall compile and submit an annual report which details each of their Affiliates. The report shall be submitted in a method determined by OJJDP and shall include the following information:

7.3.1 The name of each Affiliate Agency.

7.3.2 The staffing level of each Affiliate including the number of Investigators, prosecutors, education specialists, and forensic specialists dedicated to Investigating and prosecuting Crime.

7.3.3 This ongoing annual report shall be submitted within 30 days of the end of the calendar year.

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8. Investigations

8.1 Investigations shall be conducted in a manner consistent with applicable laws and constitutional requirements.

8.2 Only Sworn Personnel shall conduct Investigations.

8.2.1 Authorized Personnel acting under the direction and supervision of Sworn Personnel may participate in Investigations.

8.2.2 Members shall not approve, condone, encourage, or promote cyber-vigilanteism by private citizens. As such, Members shall not use unauthorized private citizens to proactively seek out Investigative targets.

8.2.3 The above section (8.2.2) shall not preclude the use of information related to a Crime provided by victims or public citizens who discover evidence (e.g., CyberTip reports, mandated reports from professionals, computer repair shop complaints, parental complaints, et cetera). Nor does it preclude the use of authorized over-hears or other similar investigative methods designed to further an Investigation.

8.3 Investigations shall be documented. Any departures from this provision due to unusual or exigent circumstances shall be documented in the relevant case file and reviewed by the Supervisor.

8.3.1 The retention, storage, security, and disposal of Investigative or case information shall be consistent with the subject agency's policies and federal and state law regarding same.

8.3.2 Access to Investigative case files shall be restricted to Authorized Personnel.

8.4 Members shall not electronically upload, transmit, or forward any Images.

8.4.1 Section 8.4 shall not prohibit the transfer of evidence between Investigators as provided for by sections 8.9 and 8.10 of these Standards nor shall it prohibit the submission of Images to CVIP as provided for by section 10.1 of these Standards.

8.5 Visual depictions of any identifiable person used to represent an investigative persona or any identifiable minor, shall be only those of an Employee who has given his or her written consent and only if that Employee was at least 18 years old at the time of consent. Further, the depictions themselves may be of that Employee under the age of 18.

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8.6 Absent prosecutorial input to the contrary, during online dialogue, officers shall allow the Investigative target to set the tone, pace, and subject matter of the online conversation

8.6.1 The above section (8.6) shall not be construed to prohibit Investigators from performing any of the following activities when initiating or conducting an Investigation: (a) posting information including visual depictions (image or video/printed or digital) to establish an online presence, (b) placing advertisements or posts, or (c) sending messages.

8.6.2 Members shall familiarize themselves with relevant state and federal law, including but not limited to those regarding the defense of entrapment, and should confer with relevant prosecutors for legal consultation, as needed.

8.6.3 Members planning large-scale (multi-target) operations shall advise the Commander and shall consult relevant prosecutors regarding the operation.

8.7 The examination of digital storage devices shall be performed consistent with the subject agency's protocol.

8.8 Images shall be maintained pursuant to the subject agency's policy.

8.8.1 Absent a court order specifically ordering otherwise, evidence containing Images shall not be released to any defendant or representative thereof.

8.9 Absent exigent circumstances, all Members' case referrals between jurisdictions shall include:

- Notification to and acceptance by the Commander(s) of both jurisdictions that are involved in the referral;
- A secure (i.e., digitally-protected) copy of the case file;
- An official Investigative report or affidavit containing case details; and,
- Documentation, preferably the original, of all legal process conducted and all compliance with same, especially those documents related to the issue of jurisdiction and identification of suspect(s).

8.10 The transfer of evidence containing Images among law enforcement shall be done in a secure manner.

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9. Work Environment

9.1 ICAC Equipment shall be reserved for the exclusive use of its Members, and shall be used in accordance with their respective agency's policies.

9.2 When practicable, Equipment which might be used in undercover aspects of an Investigation shall be purchased covertly.

9.3 No personally-owned Equipment shall be used in Investigations.

9.4 Software shall be properly acquired and licensed.

9.5 Investigations shall be conducted in an approved work environment as designated by a Commander or Supervisor.

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10. Victim Identification

10.1 Identifying child victims of Crime is a critical element of the ICAC Program. DOJ and OJJDP require the Lead Agencies and Affiliates to submit Images to CVIP as a means to improve child victim identification. Absent exigent circumstances, Images shall be sent to CVIP pursuant to NCMEC's standards regarding same. In addition, Lead Agencies and Affiliates are encouraged to collaborate with NCMEC in their effort to identify children depicted in Images.

10.2 Absent exigent circumstances, victim-identifying information shall be protected from public disclosure pursuant to the protections set forth in federal and state law.

10.3 Lead Agencies and Affiliates shall adhere to local, state, and federal laws regarding mandated reporting, victim notification, and victim assistance.

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11. Public Awareness and Community Outreach

11.1 Public awareness activities and community outreach are a critical component of ICAC. Lead and Affiliate Agencies shall foster awareness and shall provide practical relevant guidance to children, parents, educators, and others concerned with child safety.

11.2 Presentations to school personnel, parents, and community groups are excellent ways to promote awareness. These presentations shall not depict identifiable victims nor shall they use pornographic or sexually explicit images. Presenters shall not discuss confidential Investigative techniques.

11.3 Members shall not endorse any product or service without the express written consent of an OJJDP Program Manager. While making public presentations, Members may indicate a preference for a product or service, but, where done, shall avoid an implicit endorsement and shall include alternatives in the presentation.

11.4 Materials and presentations shall be consistent with ICAC's mission and background, as enumerated in Section 2 of these Standards.

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12. Media Relations and Media Releases

12.1 Media releases relating to prosecutions, Crime alerts, or other matters concerning ICAC operations shall not include information regarding confidential Investigative techniques, and shall be coordinated, when applicable, with the law enforcement agencies involved with the subject Investigations, in a manner consistent with sound information management and sound media relations practices.

12.2 Commanders and Supervisors may speak to members of the media about their own agency's ICAC-related activities per the terms of their agency's policy on such media relations. No individual affiliated with ICAC may speak on behalf of the national ICAC Program without the express written consent of OJJDP.

12.3 Commanders shall inform their OJJDP Program Manager if approached by national media outlets about the national ICAC Program (as opposed to media seeking information about local activities) so that a coordinated national response can be prepared by OJJDP.

12.4 Information provided by Task Forces to the media shall be consistent with ICAC's mission and background, as described in Section 2 of these Standards.

End of ICAC Standards



City Council

Approval of a Resolution Accepting a Transportation Improvement Board (TIB) Grant for the Franklin Street Improvements Project

Agenda Date: 3/19/2019
Agenda Item Number: 4.E
File Number: 19-0205

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

Title

Approval of a Resolution Accepting a Transportation Improvement Board (TIB) Grant for the Franklin Street Improvements Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution accepting the Transportation Improvement Board (TIB) Grant and authorizing the City Manager to execute all documents necessary to obligate TIB funds for the Franklin Street Improvements Project.

Report

Issue:

Whether to accept a TIB Grant and authorize signature of all documents necessary to obligate TIB funds for the Franklin Street Improvements Project.

Staff Contact:

Jeff Johnstone, P.E., Senior Engineer, Public Works Engineering, 360.753.8290

Presenter(s):

None - Consent Calendar item.

Background and Analysis:

Since the acceptance of the Downtown Strategy by City Council, staff has advanced the concepts for improving four downtown streets including Franklin Street. On Franklin Street, resurfacing, sidewalk replacement and curb bulb-outs are planned. The City's webpage (see attached) describes these projects in more detail.

In November 2018, the City received Washington State Transportation Improvement Board (TIB) Fuel Tax grant funds for the Franklin Street Improvements Project, specifically for pedestrian crossing improvements at the intersections at 4th Avenue and State Avenue. The total estimated cost of the

Franklin Street Improvements Project is \$4,698,000, and the TIB grant funds total \$400,000. The project team is currently working to design this project and construction is planned for 2021. Staff will discuss more details about this project and the other downtown street projects at a City Council study session in April 2019.

Neighborhood/Community Interests (if known):

Public outreach conducted in 2017 and 2018 indicated support to proceed with the design concepts for the Franklin Street project. A public open house is planned in May 2019 to share more specific designs for the Franklin Street and Legion Way improvement projects. In 2019 and 2020, ongoing discussion with downtown business and property owners will occur. Extensive public communication is planned through the construction of both projects.

Options:

1. Approve a resolution authorizing the City Manager to execute all documents necessary to obligate TIB funds for the Franklin Street Improvements Project. The project will proceed as planned.
2. Do not approve the proposed resolution. The City will not accept the grant funds from TIB.

Financial Impact:

The Franklin Street Improvements project is funded as follows:

Transportation Improvement Board - Fuel Tax Grant	\$ 400,000
Local Match - Transportation Capital Funds	<u>\$4,298,000</u>
Total Project Cost	\$4,698,000

Attachments:

- Resolution
- Agreement
- Funding Status Form
- Link to Downtown Street Improvements Web Page

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A WASHINGTON STATE FUEL TAX GRANT AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD FOR FUEL TAX GRANT FUNDS FOR THE IMPROVEMENTS OF THE FRANKLIN STREET INTERSECTIONS AT 4TH AVENUE AND STATE AVENUE

WHEREAS, the City of Olympia applied for and received Washington State Transportation Improvement Board Fuel Tax grant funds (the Grant Funds) in November 2018, for the City's Franklin Street Improvements Project (the Project), specifically for pedestrian crossing improvements at the intersections of 4th Avenue and State Avenue; and

WHEREAS, the City must sign and submit to the Washington State Transportation Improvement Board a Fuel Tax Grant Agreement for the Grant Funds for a total estimated cost of \$400,000; and

WHEREAS, per Olympia Municipal Code Section 3.16.020(c), it is necessary for the City Council to approve the Washington State Transportation Improvement Board Fuel Tax Grant Agreement and authorize the signature of all documents necessary to obligate funds for the Project;

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

1. The Olympia City Council hereby approves the attached Fuel Tax Agreement between the City of Olympia and the Washington State Transportation Improvement Board for Fuel Tax grant funds for the Franklin Street Improvements Project and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the attached Washington State Transportation Improvement Board Fuel Tax Agreement, and any other documents necessary to obligate funds for the Franklin Street Improvements Project, and to make any minor modifications as may be required and are consistent with the intent of the attached Fuel Tax Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY



City of Olympia
P-W-195(P04)-1
4th Avenue and State Avenue
Intersection with Franklin St

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Olympia
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 4th Avenue and State Avenue, Intersection with Franklin St (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Olympia, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$400,000 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Print Name

Print Name

APPROVED AS TO FORM:



City Attorney (OCA)

4th Avenue and State Avenue at Franklin Street Bulb-out Project

2018 Urban Sidewalk Program

GRANT APPLICATION



City of Olympia



2018 Sidewalk Funding Application

Urban Sidewalk Program (USP) & Small City Sidewalk Program (SCSP)

Mail **ONE** signed application and required attachments to the TIB Office postmarked no later than **August 17, 2018**.

The mailing address for the TIB Office: Post Office Box 40901 ❖ Olympia WA 98504-0901

After mailing a hard copy, please email a copy of this workbook to Jason Phelps at JasonP@tib.wa.gov

For assistance contact Jason Phelps, TIB Project Engineer, at (360) 586-1151 or via email at JasonP@tib.wa.gov

Funding Program Urban Sidewalk Program (USP)

Agency Name OLYMPIA Legislative District(s) 22

Arterial Name 4th Avenue and State Avenue

Project Limits Intersection with Franklin Street Congressional District(s) 10

Total Length in Feet 300 feet [Find Legislative or Congressional District](#)

Average Daily Traffic (ADT) 4th: 12,500; State: 13,000

Agency Contact Randy Wesselman Phone Number 360-753-8477

Email Address rwesselm@ci.olympia.wa.us

PROJECT ELIGIBILITY

Check all of the following statements that apply to your project

Small City

- Sidewalk located adjacent to TIB arterial
- Serves as a route connecting local generators such as schools, medical facilities, commercial or industrial sites, social centers or recreational areas

Urban

Federal Route 5236 Functional Class Urban Principal

APPLICATION ATTACHMENTS

Include the following attachments with your application

- Excerpt from adopted Six-Year Transportation Improvement Program showing project
- Detailed vicinity map clearly showing project limits
- Detailed project cost estimate signed by a professional engineer registered in Washington State
- Typical roadway section(s) including sidewalk (please send digital copy through email also)
- Funding commitment from all funding partners Number Attached _____
- Written concurrence from WSDOT if project is on or connects to a state highway
- Pedestrian Crash Data Documentation [Link to Request Crash Data from WSDOT](#)

PROJECT SCHEDULE

Provide actual completion or target date

	Date
Start Design Engineering	<u>Jun 2018</u>
Contract Advertisement	<u>Feb 2020</u>
Contract Completion	<u>Dec 2020</u>

PROJECT FUNDING

Enter Requested Total TIB Funds \$ 400,000 Max TIB ratio **80.0%**

Is this a construction ready project? NO

Are TIB funds distributed proportionally through all project phases? NO

Enter justification for unbalanced TIB Fund Distribution in the cell below:

Enter the Total Project Costs to the nearest dollar in cells F44 to F48
 If TIB Fund Distribution is unbalanced, enter TIB funds in cells G44 to G48

Phase	Total Project	TIB Funds	Local Funds
Design Engineering	75,839		75,839
Right-of-Way		Not Eligible	
Construction Engineering	101,119	65,041	36,078
Construction Other			
Construction Contract	520,763	334,959	185,804
TOTAL	697,722	400,000	297,722
Noneligible Engineering			20,729
Engineering exceeding 30% of eligible construction costs is not eligible for TIB reimbursement			
Other Noneligible Costs (i.e. landscaping greater than 5% of eligible construction contract cost)			
TOTAL ELIGIBLE COST			676,992
TIB Matching Ratio Total TIB Funds/Total Eligible Cost			59.1%

FUNDING PARTNERS

Source	Public or Private	Commitment Letter	Amount
OLYMPIA	Public	In CIP	297,722
TOTAL			297,722
Local funds are correct			

CERTIFICATION

Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package


 Agency Official Signature

August 16, 2018
 Date Signed

Jay Burney, Assistant City Manager
 Printed or Typed Name & Title

PROJECT DESCRIPTION

Identify the community's need for this project

Through the 2017 *Downtown Strategy* planning process, the public asked for improvements to major streets downtown which would slow vehicle traffic and improve the pedestrian experience. Franklin Street is in the core of the downtown, and leads to the Olympia Transit Center. 4th and State Avenues are major through-town arterials. This project will significantly improve the safety and comfort of people walking through the intersections of 4th Avenue and Franklin Street and State Avenue and Franklin Street.

Identify the solution to the need described above

This project will construct bulb-outs on the four corners of 4th Avenue and Franklin Street, and the southeast and southwest corners of State Avenue and Franklin Street. While not part of this grant request, this work is proposed to be done in conjunction with sidewalk and street tree replacement on the four block faces of Franklin Street between State and 5th Avenues. Art and urban design features will be part of the sidewalk replacement. Combined with the bulb-outs, these improvements will create a safe and inviting place to walk, and help set the stage for future public and private investments in more walkable downtown streets.

Describe the project benefits

The bulb-outs will enhance the safety of people walking, slow vehicle speeds in the pedestrian-oriented retail core, improve access to the transit center, and provide opportunities for placemaking. New access ramps which are compliant with the American Disabilities Act, will better serve a person with disabilities.

Describe drainage improvements

Catch basins will be upgraded with construction of the bulb outs. Rain water will flow directly into the stormwater system for treatment at a downtown treatment facility.

Are any overhead utilities being moved underground? NO

Describe the utility relocations necessary for the project

Does not apply.

Describe Construction Other work

Traffic signals will be upgraded at State, 4th and 5th Avenues, to include pedestrian audible signals. The street pavement on Franklin Street will be overlaid from State to 5th Avenues.

Describe Non-eligible work

Does not apply.

ROADWAY GEOMETRICS

Enter the parameters as they currently exist and after the project is constructed

Segment Termini Type of Improvement	SEGMENT ONE		SEGMENT TWO	
	4th Avenue & Franklin St.		State Avenue & Franklin St.	
	Pedestrian crossing		Pedestrian crossing	
	EXISTING	PROPOSED	EXISTING	PROPOSED
Posted Speed Limit	25 MPH	25 MPH	25 MPH	25 MPH
Pavement Width Curb to Curb or Edge to Edge	40 feet	22 feet	40 feet	31 feet
Number of Travel Lanes Do NOT include Parking Lanes	2 lanes	2 lanes	2 lanes	2 lanes
Shoulder or Parking Width Enter Average Width per Side	8 feet	8 feet	8 feet	8 feet
Shoulder or Parking Placement	Both Sides	Both Sides	Both Sides	Both Sides
Shoulder or Parking Surfacing	Surfaced	Surfaced	Surfaced	Surfaced
Curb Placement	Both Sides	Both Sides	Both Sides	Both Sides
Pedestrian Buffer Width between Curb and Sidewalk	0 feet	9 feet	0 feet	9 feet
Sidewalk Placement	Both Sides	Both Sides	Both Sides	Both Sides
Sidewalk Surfacing	Concrete	Concrete	Concrete	Concrete
Sidewalk Width ¹	10 feet	10 feet	10 feet	10 feet
¹ Sidewalk is required only on one side Minimum width is five feet with NO obstructions				

SAFETY

Enter the total numbers for crash history within the project limits

Include crash history from last **three** years

Crash documentation must be attached so TIB staff can analyze the information

WSDOT does not provide pedestrian only incident information, this must be documented by your agency.

Number of crashes involving pedestrians and vehicles 4

Number of pedestrian only crashes 0

PROJECT DEFICIENCIES

Select Deficiency Type from the dropdown menu and describe the existing deficiency within the project limits.

Describe the project corrective measure(s) that eliminates or mitigates the deficiency.

DEFICIENCY 1 **Sight Distance**

Describe People walking currently begin to cross the street from the curb behind the on-street parking lane. Parked vehicles can obstruct a driver's ability to see people who are waiting to cross the street.

Corrective Measure(s) Construct bulb-outs which will help drivers and people walking be more visible to one another and shorten pedestrian exposure to vehicles.

DEFICIENCY 2 **Obstruction**

Describe Existing pedestrian ramps are not built to current ADA standards, which can present difficulties for people with disabilities who are trying to cross the street.

Corrective Measure(s) Construct new directional ADA-compliant pedestrian curb access ramps on all corners as part of bulb-out construction.

DEFICIENCY 3 **Drainage**

Describe With years of pavement wear and settling, the space against the curb can become depressed and collect water, and this ponding can interfere with pedestrian access to the crosswalk and sidewalk.

Corrective Measure(s) Design and construct the bulb-outs with proper flow lines and drainage to catch basins.

DEFICIENCY 4

Describe

Corrective Measure(s)

LOCAL SUPPORT

COMMUNITY FACILITIES SERVED

BUSINESS/HIGH DENSITY HOUSING/INDUSTRIAL AREAS

Select Development Type, enter Location and enter X in Direct Access or Indirect Access

Type	Street Location	DIRECT ACCESS Within Project Limits	INDIRECT ACCESS Within 2-3 Blocks on same corridor
Central Business District	4th Avenue, State Avenue, Franklin Street	X	
High Density Housing	State Avenue and Adams Street	X	
Commercial Development	4th Avenue, State Avenue, Franklin Street	X	

SCHOOLS

Select School Type, enter School Name and enter X in Direct Access or Indirect Access

Type	School Name	DIRECT ACCESS Within Project Limits	INDIRECT ACCESS Within 2-3 Blocks on same corridor

PUBLIC FACILITIES

Enter Facility Name, select Facility Type and enter X in Direct Access or Indirect Access

Type	Facility Name	DIRECT ACCESS Within Project Limits	INDIRECT ACCESS Within 2-3 Blocks on same corridor
Community Center	Providence Community Care Center	X	
Transit Stop	Intercity Transit Center	X	

Agency has adopted TBD or other locally dedicated transportation funding by ordinance

Enter Ordinance Number 6611 Adoption Date December 16, 2008

SUSTAINABILITY

- Agency has adopted Complete Streets ordinance

Enter Ordinance Number 7037 Adoption Date August 1, 2016

- Agency has adopted Greenhouse Gas Emissions policy

Enter Policy Number PN 8.5 Adoption Date December 2014

SUSTAINABILITY MEASURES

Select the sustainable elements within the project limits

- Add Solar-powered pedestrian signal
- Project Incorporates Low Impact Drainage Practices
- Hardscaping or climate appropriate planting

Describe the elements below



Project Funding Status Form

Agency Name: **OLYMPIA**
Project Name: **4th Avenue and State Avenue
Intersection with Franklin St**

TIB Project Number: **P-W-195(P04)-1**

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion
September, 2020	December, 2020	December 2021

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
OLYMPIA	297,721	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	297,721	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title

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Downtown Street Improvement Projects

Navigation

→ [News Releases](#)



Enhancing our Downtown Streets!

Four major streets in the Downtown core are slated for improvements over the next several years. Near-term projects (indicated above in brown) are expected to begin in 2020. Long-term projects (indicated in blue) are expected to begin beyond 2020. Learn more about each below.

These projects were proposed as part of the City's Downtown Strategy in order to:

- Improve walkability
- Make bike connections
- Support transit operations
- Maintain mobility for cars and freight

Status of Projects

In January 2018, a public open house was held to share design concepts, followed by an online survey. There was strong support to proceed with the proposed design concepts for all four streets.

In May 2018, the City Council directed staff to complete design on the Legion Way and Franklin Street projects. [See the slides](#) from the Council presentation, which includes a summary of the public input we received. The first open house on the design of the Legion and Franklin projects is planned for January 2019.

OlyProjects
GET CONSTRUCTION PROJECT UPDATES ON TWITTER

RFP & RFQ
ARE YOU INTERESTED IN BEING CONSIDERED FOR A PROJECT?

Contractors
LEARN ABOUT THE CITY'S SMALL WORKS & CONSULTANT ROSTER

City Calendar
Loading events...
→ [View full calendar...](#)

City Updates

ADDRESSING HOMELESSNESS
Homelessness is the most significant and urgent public concern facing our community. Visit our updated [Homelessness web page](#) for the latest on the City's immediate, emergency actions and work toward long-term solutions.

SUMMER CAMP REGISTRATION NOW OPEN!
Register now for 2019 Summer Camps. You can browse camps via our PDF catalog at olympiawa.gov/summercamp or view and register online at [ExperienceIt! Online](#).

2019 WATER QUALITY REPORT The City's annual water quality report shows that Olympia's water meets all State and Federal drinking water standards. [More...](#)

SEA LEVEL RISE The final Sea Level Rise Response Plan is now available. [More...](#)

GREEN COVE PARK SUBDIVISION PROJECT The City is reviewing a preliminary plat application for the subdivision of 50 acres into 181 single-family lots with associated improvements for streets and utilities. [More...](#)

2019 PRELIMINARY OPERATING BUDGET The 2019 Preliminary Operating Budget is now available. [More...](#)

2019-2024 ADOPTED CAPITAL FACILITIES PLAN The [2019-2024 Capital Facilities Plan](#) (CFP) is now available. [More...](#)

OLYMPIA MUNICIPAL CODE Quick link to codes and standards including [Olympia Municipal Code](#).

MEETINGS [Agenda and Minutes](#)

feedback



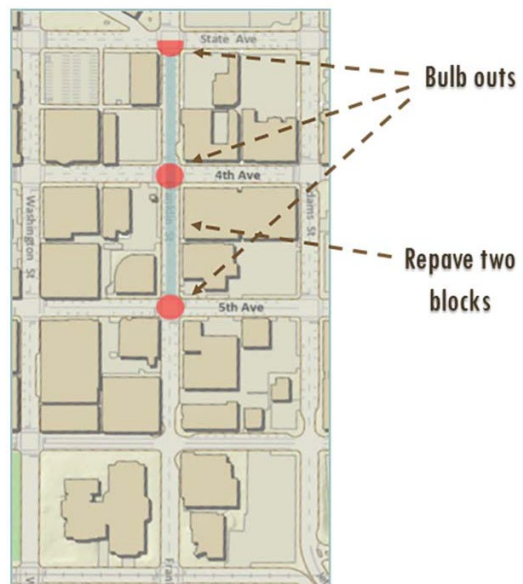
for City Council and most advisory committees.

Overview of Projects

Franklin Street

On Franklin Street, bulb outs at intersections, paving and sidewalk and street tree replacement is proposed. Bulbouts extend the sidewalk into the street at intersections. They slow traffic and shorten the crossing distance for people walking.

[View detailed site diagram...](#)





Legion Way

A raised intersection, asphalt paving and bike facilities are proposed. In a raised intersection, the street surface is at the same level as the sidewalk. Cars ramp up slightly as they enter the intersection. The raised intersection serves as a gateway to the downtown core, slows traffic, and makes it easier for people walking to cross the street.

[View detailed site diagram...](#)



Bike lane up hill, and sharrows down hill from Water Street to Capitol Way

Repave two blocks

Raised intersection at Washington



Washington Street

A protected bike lane is proposed from 5th Avenue to the Farmers Market. This will provide a family-friendly route for people to bicycle through the downtown core. Washington Street would become a one-way street in order to preserve parking and provide the protected bike

lane. Download our printer-friendly [Washington Street Protected Bike Lane Proposal](#) to learn more about the project.

A Festival Street is proposed for the block in front of the Washington Center. A Festival Street functions like a normal street most days but can be closed and serve as a plaza for special events.

[View detailed site diagram...](#)



Capitol Way

The proposal for Capitol Way is to narrow the street through the downtown core in order to provide more sidewalk space and improve the streetscape. The 2014 Greening Capitol Way project recommended removing a lane to widen the sidewalk and landscape areas. The concept continued to receive support through the Downtown Strategy process.

Questions?

Contact Sophie Stimson at 360.753.8497 or sstimson@ci.olympia.wa.us

[back to top...](#)

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

City of Olympia, Washington
PO Box 1967
Olympia, WA 98507-1967

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City Council

Approval of an Ordinance Adjusting Multi-Family Tax Exemption Area Boundaries

Agenda Date: 3/19/2019
Agenda Item Number: 4.F
File Number: 19-0143

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

Title

Approval of an Ordinance Adjusting Multi-Family Tax Exemption Area Boundaries

Recommended Action

Committee Recommendation:

Land Use and Environment Committee recommends adoption of the ordinance adding territory to the Eastside Residential Target Area eligible for multi-family tax exemption as authorized in Chapter 5.86 OMC.

City Manager Recommendation:

Move to approve an ordinance adding territory to the Eastside Residential Target Area for the Multi-family Tax Exemption Program on second reading.

Report

Issue:

Whether to approve an ordinance adding territory to the Eastside Residential Target Area for the City's Multi-family Tax Exemption Program.

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

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

State law authorizes the City of Olympia to adopt a multi-family housing tax exemption program (RCW 84.14). Olympia's Multi-Family Tax Exemption (MFTE) provisions are codified in Olympia Municipal Code Chapter 5.86.

The City Council first adopted the MFTE provisions in August 1997 (Ordinance 5713) with a 10-year property tax exemption for downtown multi-family projects. The code provisions were amended in December 1997 (Ordinance 5734) to add new residential target areas: Eastside (4th/State corridor

between Eastside and Fir Streets) and Westside (Harrison Avenue corridor between Cushing and Foote Streets)(See attached map). After the State Legislature revised the 10-year exemption into an eight-year market rate or 12-year affordable housing tax exemption, the City Council adopted the eight- and 12-year provisions on January 26, 2009, along with refinements to the residential target areas (Ordinance 6618).

The Land Use and Environment Committee discussed potential additional MFTE areas at its April and December 2018 meetings. At this time, the Committee recommends that the Eastside target area be extended eastward along Martin Way to Lilly Road (see attached map).

The Committee also directed staff to prepare options for its consideration regarding additional affordability requirements for development projects to qualify for the MFTE program. The Committee will consider these options for recommendation to City Council later in 2019.

Notice of the public hearing has been published in The Olympian newspaper on February 20 and 26, 2019, in accordance with RCW 84.14 requirements.

Additional Background on MFTE Program Requirements

The primary purpose for the MFTE statute is to provide added incentives to promote construction of housing in designated residential target areas. Designated areas must, as determined by the City:

1. Be within an urban center (with mixed commercial/residential uses);
2. Lack sufficient available, desirable and convenient housing opportunities, including affordable housing, to meet the needs of the public desiring to live in the urban center; and
3. Be appropriate for the encouragement of construction of new multifamily housing and the rehabilitation of new vacant or underutilized buildings for multifamily housing.

For projects approved by the City Council under this program, the increased value of new housing units is exempt from Ad Valorem tax for a defined period of time after completion of construction (eight years for market-rate housing, or 12 years for affordable housing units). The value of the underlying land, previously-existing residential units, and any non-housing improvements (for example, the commercial portion of a mixed use development) are not exempted and remain subject to Ad Valorem tax.

Housing units are defined as affordable under the MFTE program's 12-year option if their monthly rental cost, including utilities, does not exceed 30 percent of the monthly income of a low- or moderate-income household in Thurston County. Low- and moderate-income households are defined as below 80 percent and 115 percent, respectively, of Thurston County's median income, as reported by the U.S. Department of Housing and Urban Development (HUD).

New housing construction must meet the following requirements to be eligible for a tax exemption:

- The housing is located in a designated residential target area adopted by the City Council;
- 50 percent or more of the project's space is for permanent residential occupancy;
- Four or more new housing units are created;
- The project complies with the City's comprehensive plan, building and zoning codes;
- The construction/rehabilitation is completed within three years of approval of the MFTE application;
- The applicant must enter into a contract with the City approved by Council; and
- The project does not displace existing residential tenants.

The City may adopt additional eligibility requirements that are more stringent than those above related to height, density, public benefit features, number or size of proposed developments, parking, income limits for occupancy, limits on rent or sales prices, or other requirements deemed necessary by the City. These requirements may be applied to all or a percentage of residential units within a project.

Since its adoption in 1997, Olympia has approved 10 projects for the MFTE program, with two additional projects currently in process. These 12 projects provide 680 new residential units with a total construction value of \$75,746,577. All of the projects are located in the Downtown target area, except one 4-unit project in the Eastside target area currently in process.

Neighborhood/Community Interests (if known):

The entire community is interested in production of additional residential housing in Olympia, especially affordable housing. The Olympia Comprehensive Plan calls for focusing the majority of future residential growth in designated high-density neighborhoods in close proximity to commercial services, frequent transit and other amenities. The City has adopted 'stepback and setback' zoning restrictions along urban corridors to improve transition of higher-density buildings to adjacent medium - and low-density neighborhoods, and those neighborhoods are keenly interested in development in those corridors and high-density neighborhoods.

Options:

1. Approve the ordinance as written on second reading.
2. Modify the ordinance as desired and approve on second reading.
3. Do not approve the ordinance.

Financial Impact:

Property taxes continue to be paid on the underlying property, previously-existing residential units, and the non-residential portion of new construction. The value of new residential improvements is exempt from Ad Valorem tax for eight years (market-rate units) or twelve years (affordable units) after completion of construction.

The total value of the 12 projects provide 680 new residential units with a total construction value of \$75,746,577. It is indeterminate whether these residential units would have been constructed without the MFTE program available.

Attachments:

Ordinance
Map

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO DESIGNATING RESIDENTIAL TARGET AREAS FOR PROVIDING TAX EXEMPTIONS FOR ELIGIBLE IMPROVEMENTS ASSOCIATED WITH MULTI-FAMILY DWELLINGS AREAS; AND AMENDING SECTION 5.86.030 OF THE OLYMPIA MUNICIPAL CODE

WHEREAS, pursuant to the authority granted to the City by Chapter 84.14 RCW, the City of Olympia has designated in Olympia Municipal Code (OMC) Chapter 5.86 three residential target areas for the purpose of providing tax exemptions for eligible improvements associated with multi-family dwellings areas; and

WHEREAS, the Eastside Residential Target Area is one of the three areas so designated; and

WHEREAS, the Land Use and Environment Committee considered the issue of expanded or additional residential target areas for the City's Multi-Family Tax Exemption Program on December 20, 2018, and recommended that a resolution of intention to adopt an ordinance expanding the Eastside Residential Target Area and setting a public hearing therefor be drafted for City Council consideration; and

WHEREAS, on January 15, 2019, the City Council considered and approved Resolution No. M-2004 setting February 12, 2019, at the City Hall Council Chambers as the time and place for a public hearing on the proposed expansion of the Eastside Residential Target Area; and

WHEREAS, the City Council conducted a public hearing on February 12, 2019, for the purpose of hearing testimony on the proposed target area expansion; and

WHEREAS, having considered said testimony, the City Council determines it to be in the best interest of the City of Olympia to amend OMC Chapter 5.86 and expand the City's Eastside Residential Target Area;

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

Section 1. Amendment of OMC 5.86.030. Olympia Municipal Code Section 5.86.030 is hereby amended to read as follows:

5.86.030 Residential target area designation and standards

A. Criteria. Following a public hearing, with notice given by resolution pursuant to RCW 84.14.040, the City Council may, in its sole discretion, designate one or more residential target areas. Each designated target area must meet the following criteria, as determined by the City Council:

1. The target area is located within an urban center;

2. The target area lacks sufficient available, desirable, and convenient residential housing, including affordable housing, to meet the needs of the public who would likely live in the urban center if affordable, desirable, attractive, and livable places were available; and
3. The providing of additional housing opportunity, including affordable housing, in the target area will assist in achieving the following purposes:
 - a. Encourage increased residential opportunities within the target area; or
 - b. Stimulate the construction of new multi-family housing and the rehabilitation of existing vacant and under-utilized buildings for multi-family housing.

In designating a residential target area, the City Council may also consider other factors including, but not limited to: whether additional housing in the target area will attract and maintain a significant increase in the number of permanent residents; whether an increased residential population will help alleviate detrimental conditions and social liability in the target area; and whether an increased residential population in the target area will help to achieve the planning goals mandated by the Growth Management Act under RCW 36.70A.020. The City Council may, by ordinance, amend or rescind the designation of a residential target area at any time pursuant to the same procedure as set forth in this chapter for original designation.

B. Target Area Standards and Guidelines. For each designated residential target area, the City Council shall adopt basic requirements for both new construction and rehabilitation, including the application process and procedures. These requirements may include the following:

1. Requirements that address demolition of existing structures and site utilization; and
2. Building requirements that may include elements addressing parking, height, density, environmental impact, and compatibility with the existing surrounding property and such other amenities as will attract and keep permanent residents and that will properly enhance the livability of the residential targeted area in which they are to be located.

Area 1 - Downtown Residential Target Area

All of that portion of the City of Olympia, Washington described as beginning at the intersection of the East shoreline of Capitol Lake with the Westerly extension of centerline of 15th Ave extended Westerly; thence Easterly along said centerline and its extension to the centerline of Capitol Way; thence southerly along said centerline to the centerline of 16th Ave.; thence Easterly along said centerline and its extension to the Northwesterly boundary line of Interstate 5; thence Northeasterly along said line to its

intersection with the centerline of Eastside St. thence Northerly along said centerline to the centerline of State Ave.; thence Westerly along said centerline to the centerline of East Bay Dr.; thence Northerly along said centerline of East Bay Dr. to Olympia Ave; thence Westerly along said centerline to the centerline of Indian/Moxlie Creek Culvert; thence Northerly along said creek centerline to the shoreline of Budd Inlet; thence along said shoreline and the shoreline of Capitol Lake to the point of beginning; EXCEPTING THEREFROM that area lying Westerly of Water Street and Northerly of 5th Ave and Southerly of Budd Inlet.

Area 2 - Eastside Residential Target Area

All properties located along State Ave. and 4th Ave. which are bounded by Eastside St. on the West and ~~Fir~~Sawyer St. on the East; said area limited to a half block North of State Ave. ~~and west of Wilson St. and~~ to south of State Ave. between Wilson and Sawyer Streets; and limited to a half block south of 4th Ave, west of Frederick St. and to north of 4th Ave. between Frederick St. and Sawyer St.; ALSO all properties located North of State Ave between East Bay drive and Eastside St. and South of Olympia Ave.; EXCEPTING THEREFROM the North half of the block which lies between Pear Street and Quince St., and Olympia Ave. and State St.; ALSO EXCEPTING THEREFROM the three lots located at the Southwest corner of Eastside St. and Olympia ~~Ave~~ Ave.; ALSO all properties on the east side of Sawyer St. between 4th and State Avenues, and all properties with frontage on 4th Ave. and Martin Way east of Sawyer Ave. and west of Lilly Road; EXCEPTING THEREFROM properties between Pattison St. and Mary Elder Rd. that extend northerly more than 250 feet from the northern boundary of Martin Way.

Area 3 - Westside Residential Target Area

All properties located along Harrison Avenue which is currently bounded by: Cushing Street on the west; Foote Street on the east; extending only two lots deep both north and south of Harrison Avenue. Also included is the third lot north, located at the northeast corner of Harrison Avenue and Milroy Street; the third and fourth lot north, located at the northeast corner of Harrison Avenue and Decatur Street; the third and fourth lots south, located at the southwest corner of Harrison Avenue and Decatur Street; and the block bounded by Perry Street on the west, Garfield Street on the north, Plymouth Street on the east and Harrison Avenue on the south; EXCEPT any portion lying within Woodruff Park.

Section 2. Corrections. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 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 five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

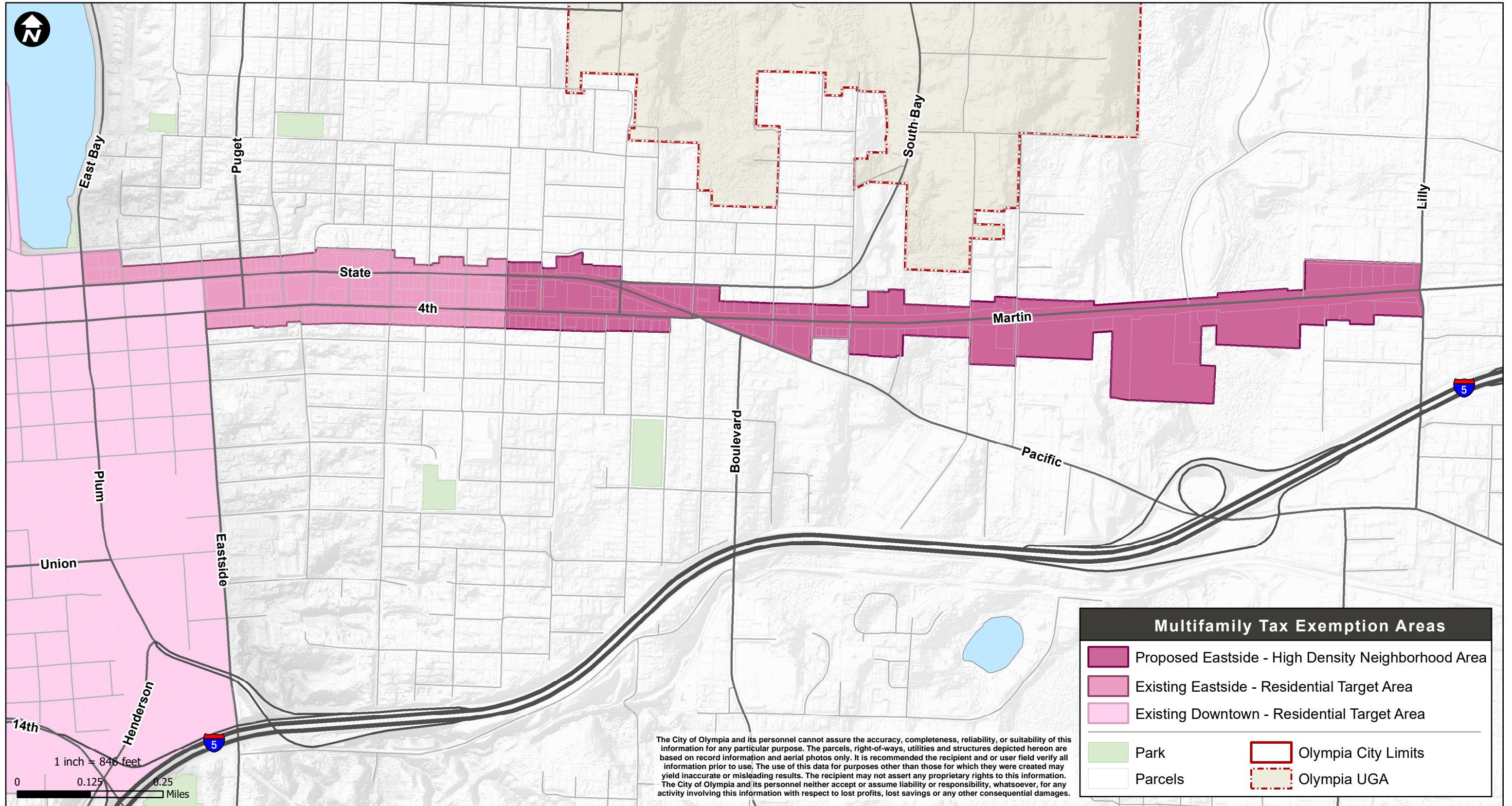
PASSED:

APPROVED:

PUBLISHED:



Proposed Multifamily Tax Exemption Areas High Density Neighborhood Area - East





City Council

Approval of an Ordinance Amending Chapter 16.46 and Section 5.55.080 of the Olympia Municipal Code Related to Security Alarm Systems

Agenda Date: 3/19/2019
Agenda Item Number: 4.G
File Number: 19-0255

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

Title

Approval of an Ordinance Amending Chapter 16.46 and Section 5.55.080 of the Olympia Municipal Code Related to Security Alarm Systems

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve an ordinance amending Chapter 16.46 and section 5.55.080 of the Olympia Municipal Code related to Security Alarm Systems.

Report

Issue:

Whether to approve an ordinance amending Chapter 16.46 and section 5.55.080 of the Olympia Municipal Code related to Security Alarm Systems.

Staff Contact:

Chandra Brady, Support Administrator, Olympia Police Department, 360.753.8214

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

In 2018, the Olympia Police Department (OPD) worked with City staff in Financial Services to evaluate the services provided by our current vendor for alarm services. The City pays \$3,760 a month for our vendor to provide monitoring and billing services when OPD responds to false home alarms in the community. City staff have been dealing with a large number of errors by the current vendor, and Olympia citizens report difficulty in getting through for customer service when they have questions. The current contract is also expired.

OPD would like to make sure we are using the best vendor to provide these services to our citizens, but the current City ordinance is out of date and needs to be updated. This amendment will allow us to find a vendor that can meet the City's needs, and staff cannot pursue other vendors if our ordinance is out of date.

Neighborhood/Community Interests (if known):

Olympia citizens deserve top quality customer service and should not be dealing with errors in billing.

Options:

1. Approve an ordinance amending Chapter 16.46 and section 5.55.080 of the Olympia Municipal Code related to Security Alarm Systems - Update the ordinance to be more current and reflect actual practices.
2. Modify an ordinance amending Chapter 16.46 and section 5.55.080 of the Olympia Municipal Code related to Security Alarm Systems - Find another solution or only accept some of the ordinance modifications.
3. Do not approve an ordinance amending Chapter 16.46 and section 5.55.080 of the Olympia Municipal Code related to Security Alarm Systems - Continue using the same vendor.

Financial Impact:

The Security Alarm Program is included in the OPD 2019 Budget.

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATED TO SECURITY ALARM SYSTEMS, AND AMENDING CHAPTER 16.46 AND SECTION 5.55.080 OF THE OLYMPIA MUNICIPAL CODE.

WHEREAS, security alarm administration is managed by the Police Department; and

WHEREAS, changes to the security alarm code would enable the Police Department to more effectively manage the program; and

WHEREAS, it is necessary to make technical corrections and updates to OMC Chapters 5.55 and 16.46; and

WHEREAS, the Ordinance is supported by the staff report concerning the Ordinance and the professional judgement of City staff;

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

Section 1. Amendment of OMC 5.55. Olympia Municipal Code Chapter 5.55 is hereby amended to read as follows:

**Chapter 5.55
SECURITY ALARM BUSINESSES**

5.55.000 Chapter Contents

Sections:

- 5.55.010 Purpose.
- 5.55.011 Definitions.
- ~~5.55.012 Effective date.~~
- 5.55.020 License required.
- 5.55.025 Licensing process.
- 5.55.030 License renewal.
- 5.55.040 Control number.
- 5.55.050 Installation standards.
- 5.55.060 Monitoring standards.
- 5.55.070 Public disclosure requirements.
- 5.55.080 Penalties for non-compliance.
- 5.55.090 Appeals.

5.55.010 Purpose

To assure that responses to false alarms do not diminish the availability of police services to the general public and to assure that citizens who cannot afford or do not choose to operate security alarm systems are not

penalized for their choice or condition, the City seeks to regulate security alarm businesses and to encourage the reduction or elimination of Department response to false alarms by requiring such businesses to be licensed and requiring them to comply with reasonable service quality and truth in advertising standards. (See also OMC Chapter Section 16.46 of this Code.)

5.55.011 Definitions

The definitions in OMC 16.46.011 apply throughout this Chapter, unless the context clearly requires otherwise.The following terms, for the purposes of this Chapter, shall have the following meanings:

A.— Alarm Administrator means the person designated by the Chief of Police to administer the city's security alarm program.

B.— Alarm Appeals Officer means the person(s) designated by the Chief of Police to hear and decide appeals related to penalty fees and license revocations pursuant to this Chapter.

C.— Alarm business means any business, by an individual, partnership, corporation or other entity engaged in the selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, installing or responding to security alarms. Alarm businesses also include any person, business or organization that monitors security alarm systems and initiates alarm dispatch requests, including units or divisions of larger businesses or organizations that provide proprietary security alarm monitoring services only to affiliates of the parent business or organization. Alarm businesses do not include persons doing installation or repair work solely on premises they own, lease or rent, where such work is performed without compensation of any kind (i.e., "do-it-yourselfers").

D.— Alarm dispatch request means the initiating of a communication to the police, either directly or via its designee, the regional communications agency (CAPCOM), by an alarm business indicating that a security alarm system, either manual or automatic, has been activated at a particular alarm site and requesting Department response to that alarm site.

E.— Alarm site (also security alarm site) means a structure or portion thereof served by a single security alarm system (a "fixed" alarm site). In a multi-tenant building or complex, each portion of the structure or complex having its own security alarm system shall be considered a separate alarm site.

F.— Control number means the unique number assigned to each licensed security alarm business by the Alarm Administrator.

G.— Department (also Police Department) means the Olympia Police Department.

H.— False alarm means a condition in which the responding police officer cannot reasonably attribute an alarm system activation to the commission or attempted commission of a crime, or where making such a determination is not possible because an alarm site is inaccessible—as described in Chapter 16.46.012(O).

I.—Monitoring means the process an alarm business uses to keep watch on alarm systems; to receive alarm activation signals from alarm systems; to verify alarm activations; to relay alarm dispatch requests to the Department for the purpose of summoning police response to an alarm site; and to cancel alarm dispatch requests (when appropriate).

J.—Person, for purposes of this Chapter, means an individual, corporation, partnership, association, organization or similar entity.

K.—Protective/reactive alarm system means an alarm system that is rigged to produce any temporary disability or sensory deprivation through use of chemical, electrical or sonic defense, or by any other means, including use of vision obscuring/disabling devices.

L.—Real-time audio/video surveillance means the monitoring of an alarm site by means of devices that permit either the direct, live listening in or viewing of an alarm site or portions thereof.

M.—Revoke (revocation) for purposes of this Chapter means the indefinite loss of the privileges associated with registering a security alarm system in the City of Olympia (for alarm users) or the privileges associated with an alarm business license (for alarm businesses).

N.—Unverified response means a police response based on information indicating a possible crime or attempted crime at a location (e.g., an alarm site) that has not been positively verified by a person physically present at the location or by real-time audio or video surveillance (e.g., activation of an electronic sensor).

O.—Verified response means a police response that is based on information received from a person physically present at a location (e.g., an alarm site) or from real-time audio or video surveillance positively verifying that there is reasonable cause to believe either that a crime is being attempted or a crime is actually occurring at the location.

5.55.012 Effective Date

The provisions of this Chapter are effective January 1, 2005, and thereafter.

5.55.020 License Required

A. It is unlawful for any alarm business to sell, lease, maintain, service, repair, alter, replace, move, install, respond to, or monitor private security alarm systems located in the City of Olympia without first obtaining an security alarm business license pursuant to the provisions of this Chapter.

B. It is unlawful for any retail businesses to engage in the selling of security alarm systems and/or devices designed for "do-it-yourself" installation without first obtaining an security alarm business license pursuant to the provisions of this Chapter.

C. Alarm businesses engaged in the installation, maintenance, and servicing of security alarm systems may also be required to have additional professional and technical licenses and to comply with other applicable codes.

5.55.025 Licensing process

A. Applications for a license under this Chapter shall ~~must~~ be available from and be submitted to the City Clerk (or designee).

B. The license application shall ~~must~~ include, but is not ~~be~~ limited to, the following:

1. An affidavit signed by ~~the Chief Executive Officer (or other a~~ person authorized to act ~~in-on~~ behalf of the business) committing the ~~security~~ alarm business to comply with the provisions of this Chapter and OMC Chapter 16.46 ~~of this Code~~.

2. If the alarm business has had its license temporarily revoked under this Chapter, and is reapplying for a new license, an affidavit signed by ~~the Chief Executive Officer (or other a~~ person authorized to act ~~in-on~~ behalf of the business) detailing the corrective steps taken to restore eligibility for a ~~new~~ license.

C. The City Clerk (or designee) shall issue a license under this Chapter to an ~~security~~ alarm business that meets the following requirements:

1. The ~~security~~ alarm business has submitted the application materials specified in OMC 5.55.025(B);

2. The ~~security~~ alarm business has remitted the required license fee.

3. The alarm business is in compliance with the provisions of this Chapter and OMC Chapter 16.46 ~~of this Code~~.

5.55.030 License renewal

Renewal of the license for an ~~security~~ alarm business is contingent on the following conditions:

A. The alarm business has remained in compliance with the provisions of this Chapter and OMC Chapter 16.46 ~~of this Code~~ during the previous calendar year, and such compliance has been confirmed by the Alarm Administrator.

B. The alarm business has no outstanding penalty fees and is not in a license ~~suspension~~ revocation period.

5.55.040 Control number

A. On receipt of confirmation from the City Clerk (or designee) that an ~~security~~ alarm business has been issued a license under this Chapter, the Alarm Administrator shall assign the licensee a unique control number.

- B. The assigned control number remains valid for as long as the ~~security~~ alarm business to which it is assigned remains ~~continuously~~ licensed under this Chapter.
- C. To register security alarm systems at security alarm sites in the City or make evoke police response to alarm dispatch requests to alarm sites in the City, the ~~licensee or his/her agent(s)~~ alarm business may be required to provide the Department (or designee) with its valid control number in the manner prescribed by the Alarm Administrator.
- D. No ~~security~~ alarm business shall presume, anticipate, or expect the registration of an security alarm system or police response to an alarm dispatch request in any circumstance where the alarm business has not been issued a valid control number ~~is not provided~~, as specified in OMC 5.55.040(C).

5.55.050 Installation standards

- A. All security alarm panels systems that are installed or replaced in the ~~City of Olympia~~ shall must have alarm panels that comply with the current ANSI Standard on security control panels, or ~~shall~~ must have real-time video or audio monitoring capability.
- B. All robbery, ~~hold-up, panic and/or duress~~ alarms designed to ~~evoke police response~~ initiate an alarm dispatch request that are installed or replaced in the ~~City of Olympia~~ shall ~~require~~ must have at least two actions to activate.
- C. All businesses installing or replacing security alarm systems in the ~~City of Olympia~~ shall, prior to securing registration for and activating the system, complete both an Installer False Alarm Prevention Checklist and a Customer Training and False Alarm Prevention Checklist verifying that the alarm user has been properly prepared for use of the system and has been apprised of the rules and regulations governing the operation of alarm systems in the City.
- D. No alarm business installing, replacing, or re-programming security alarm systems in the ~~City of Olympia~~ shall ~~may~~ program a security alarm system to do any of the following:
1. Have an entry/exit delay of less than 45 seconds;
 2. Have a siren, bell, or other signal audible from any property adjacent to the alarm site that sounds for more than five (5) consecutive minutes or three (3) repetitions of the five minute cycle without resetting.
 3. Accept alarm inputs for the first sixty (60) seconds following a power restoration.

5.55.060 Monitoring standards

- A. ~~All~~ Any security alarm monitoring businesses monitoring burglary alarm systems located in the ~~City of Olympia~~ shall, prior to ~~requesting~~ making an ~~alarm~~ dispatch request, do the following:

1. Attempt a verification call to the premises security alarm site;
2. If no responsible party is located on the initial verification call, attempt a second verification call to a cell phone or other alternate contact number designated by the alarm user.
3. This section does not apply to robbery/~~hold-up/panic/duress~~ alarms or to public schools on certain days and hours, as described in OMC 16.46.181(A)(1).

B. ~~A~~ No security alarm monitoring business monitoring security alarms shall not initiate an police alarm dispatch request when it knows, or reasonably should know, that the request relates to an address/security alarm site that is unregistered or that has had its registration suspended or revoked.

C. ~~No~~ A security alarm monitoring business monitoring security alarms shall not initiate an police alarm dispatch request to any security alarm site that it knows, or reasonably should know, is fitted with a protective-reactive device until a person responsible for the security alarm site has been contacted ~~in person~~ and has confirmed that he/she is en route to the security alarm site to disarm the device security alarm system. In all cases where a protective-reactive device is present at an security alarm site, the police alarm dispatch request ~~shall~~ must include a warning for officers not to enter the security alarm site until the responsible person is present and has disarmed the device security alarm system.

5.55.070 Public disclosure requirements

A. Any ~~security alarm~~ business entering into a contract with an customer alarm user for the purchase and installation of a new security alarm system at an alarm site in the ~~City of Olympia~~ shall, prior to final acceptance of that contract by the customer alarm user, provide the customer alarm user with a copy of the ~~City of Olympia's~~ Public Disclosure Statement For Security Alarm Users.

B. Any security alarm monitoring business entering into a contract with an alarm user for the monitoring of a new or existing security alarm system at an alarm site in the ~~City of Olympia~~ shall, prior to final acceptance of that contract by the customer alarm user, provide the alarm user with a copy of the ~~City of Olympia's~~ Public Disclosure Statement For Security Alarm Users. If one alarm business contracts with a customer concurrently for installation and monitoring, only one disclosure statement is required.

C. Any retail business in the ~~City of Olympia~~ offering security alarm systems or devices to the general public for "do-it-yourself" installation shall, at the time of sale, provide customers purchasing such systems or devices with a copy of the ~~City of Olympia's~~ Public Disclosure Statement For Security Alarm Users.

D. Proof of compliance with the public disclosure requirement is a precondition of initial alarm system registration (OMC 16.46.031). Receipt by the Alarm Administrator of a copy of the disclosure statement signed by the alarm user is appropriate proof of compliance.

E. The Alarm Administrator determines the content of the Public Disclosure Statement For Security Alarm Users and assures that all ~~security~~-alarm businesses licensed under this Chapter are provided with a current, replicable version of the Statement.

5.55.080 Penalties for non-compliance

A. An alarm business ~~engaging in installation or maintenance of security alarm systems~~ that does not comply with any standard or requirement specified in ~~sections 5.55.050 or 5.55.070 of this Chapter or OMC Chapter 16.46 this code, or an security alarm monitoring business engaging in monitoring of security alarm systems that does not comply with any standard or requirement specified in this Chapter or OMC chapter 16.46 sections 5.55.060 or 5.55.070 of this code, shall~~will:

1. On the first offense, receive a written warning from the Alarm Administrator stating the nature of the violation and the consequences for future violations;
2. On the second offense, be assessed a penalty fee of \$500 by the Alarm Administrator.
3. On the third offense, be assessed a penalty fee of \$1,000 by the Alarm Administrator and receive a written warning of ~~revocation~~ suspension.
4. On the fourth offense, have its security alarm business license ~~revoked~~ suspended for one (1) year.
5. Any alarm business that has its security alarm business license ~~revoked~~ suspended two or more times may have its license permanently revoked by the Alarm Administrator.

B. An ~~retailer~~ alarm business licensed under this ~~Code Chapter~~ to engage in the sale of security alarm systems or devices ~~who that~~ does not comply with ~~section OMC 5.55.070(C) of this code shall~~will:

1. On the first offense, receive a written warning from the Alarm Administrator stating the nature of the violation and the consequences for future violations;
2. On the second offense, be assessed a penalty fee of \$250 by the Alarm Administrator.
3. On the third and each subsequent offense, be assessed a penalty fee of \$500 by the Alarm Administrator.

C. The Alarm Administrator shall notify, ~~by certified mail, the Chief Executive Officer of the~~ an security alarm business of any written warning, imposition of penalty fees, or license suspension or revocation involving that business. Such notification ~~shall~~ must include suspension ~~revocation~~ starting and ending dates (when ~~appropriate~~ applicable) or revocation starting date (when applicable) and a description of appeal options and processes. The date of a suspension or revocation starts action ~~shall~~ must be no less than twenty (20) business

days from the date ~~the certified letter is mailed~~ notification is made~~provided~~ to the security-alarm business, to allow the business to notify its customers and make arrangements for the cessation of service.

D. The Alarm Administrator shall, after the date for appeal has passed, notify the public in a timely manner of any instance in which ~~an~~ security-alarm business has its license suspended or ~~revoked~~. Such notification ~~shall must~~ be in a newspaper of general circulation and on the ~~Police-Department~~ web site and ~~shall must~~ include the security-alarm business name, the reason for the action, and the dates the suspension ~~revocation~~ begins and ends, or the date the revocation begins. In cases where an appeal is requested, public notification ~~shall must~~ take place after a decision is reached on the appeal, ~~if appropriate~~. The security-alarm business ~~shall~~ be responsible for the actual cost of public notification.

5.55.090 Appeals

An alarm business that is assessed Ppenalty fees or whose and license is suspended or -revocations-revoked may be appealed- such action to the Alarm Appeals Officer, as follows:

A. ~~The appeal process is initiated by the~~ An security-alarm business initiates the appeal process by sending an appeal request, in the form of a -letter to the Alarm Appeals Officer, requesting an appeal conference and specifying the reasons for the appeal. ~~This letter~~ The appeal request must be received by the Alarm Appeals Officer within ten (10) working-business days after receipt of the certified letter notifying the business of the penalty fee or license suspension or revocation.

B. An security-alarm business may initiate an appeal under this section only on the grounds that the offense cited as the basis for a penalty fee or license suspension or revocation did not occur. The security alarm business must, in its letter requesting an appeal request, describe credible evidence in its possession that it can produce to the Alarm Appeals Officer that supports its position ~~appeal~~.

C. The Alarm Appeals Officer may reject, without further process, an requests for appeals request that are is not supported by credible evidence ~~from the appellant~~. The Alarm Appeals Officer shall send written Notice notice of rejection of an appeal request for appeal shall be sent to the appellant in writing within five (5) workingbusiness days following receipt of the request by the Alarm Appeals Officer.

D. The filing of an appeal request ~~for an appeal conference with the Alarm Appeals Officer sets aside~~ stays any pending penalty fee or license suspension or revocation until the Alarm Appeals Officer rejects the appeal, as described in 5.55.090(C), or renders a final decision.

E. The Alarm Appeals Officer shall conduct an appeal conference ~~in Olympia at a location within the City~~ within fifteen (15) workingbusiness days after receiving the appeal request, ~~and shall determine if grounds exist to reconsider the action~~.

F. At the appeal conference, the Alarm Appeals Officer shall consider evidence presented by any interested person(s). The alarm business has the burden to establish, based on credible evidence, that the violation(s)

~~that it is the basis for the penalty fee or license suspension or revocation did not occur.~~ The Alarm Appeals Officer shall make ~~his/her~~ the appeal decision on the basis of the preponderance of evidence presented at the appeal conference.

G. The Alarm Appeals Officer shall ~~render a~~ issue a written appeal decision and ~~shall provide~~ notify the appellant and the Alarm Administrator ~~a copy of the decision thereof in writing within ten (10) working business days after the appeal conference is held~~ completed. The Alarm Appeals Officer may affirm, cancel, or modify the penalty fee or license suspension or revocation that is the subject of the appeal.

H. The official decision of the Alarm Appeals Officer is final, and no further appeals or remedies are available, except those provided by law.

I. ~~Authority-The provisions of OMC 16.46.171 through .175, applicable to of the Alarm Appeals Officer, are applicable to appeals heard under this Chapter is set forth in section 16.46.172 of this Code.~~

Section 2. Amendment of OMC 16.46. Olympia Municipal Code Chapter 16.46 is hereby amended to read as follows:

**Chapter 16.46
SECURITY ALARM SYSTEMS**

16.46.000 Chapter Contents

Sections:

- 16.46.010 Purpose.
- 16.46.011 Definitions.
- 16.46.020 Administration and funding.
- 16.46.030 ~~Security Alarm~~ alarm sites must be registered.
- 16.46.031 Registration terms and fees.
- 16.46.032 Responsibilities of alarm users.
- 16.46.040 ~~Alarm businesses providing monitoring services must be licensed~~ Only licensed security alarm monitoring businesses may initiate alarm dispatch requests.
- 16.46.050 Verified response required in certain circumstances.
- 16.46.060 Alarm dispatch requests.
- 16.46.070 Alarm dispatch request cancellations.
- 16.46.080 Compliance with monitoring standards required.
- 16.46.090 Prohibited devices.
- 16.46.100 Violations.
- 16.46.110 Appropriating public police services for private purposes subject to service fees.

- 16.46.120 Fees for appropriating public police services for private purposes.
- 16.46.130 Authorization to issue citations and assess fees.
- 16.46.140 Fee processing.
- 16.46.150 Suspension and revocation of registration.
- 16.46.160 False alarm awareness classes.
- 16.46.170 Appeals.
- 16.46.171 Authority of Alarm Appeal Officer.
- 16.46.172 Alarm Appeals Officer selection.
- 16.46.173 Qualification and removal.
- 16.46.174 Improper influence, conflict of interest, and appearance of fairness.
- 16.46.175 Organization, rules.
- 16.46.180 Exceptions.
- 16.46.181 Special rules applicable to public schools.

16.46.010 Purpose

To assure that responses to false alarms do not diminish the availability of police services to the general public and to assure that citizens who cannot afford or do not choose to operate security alarm systems are not penalized for their condition or choice, the City regulates ~~security-alarm businesses,~~ including security alarm monitoring businesses. (See OMC Section 5.55 ~~of this Code.~~)

The intent of this Chapter is to encourage security alarm monitoring businesses and alarm users to maintain the operational viability of security alarm systems and to significantly reduce or eliminate false alarm dispatch requests made to the ~~Police~~ Department.

The purpose of the Chapter is to provide for and promote the health, safety, and welfare of the general public, not to protect individuals or create or otherwise establish or designate any particular class or group of persons who will or should be especially benefited by the terms of this Chapter. The Chapter does not impose or create duties on the part of the City or any of its departments, and the obligation of complying with the requirements of this Chapter, and any liability for failing to do so, is placed solely upon the parties responsible for owning, operating, using, monitoring, installing, or maintaining security alarm systems.

16.46.011 Definitions

- A. Alarm Administrator means the person designated by the Chief of Police to administer the City's security alarm program and to issue citations and levy fees pursuant to this Chapter.
- B. Alarm Appeals Officer means the person(s) designated by the Chief of Police to hear and decide appeals related to service fees and registration suspensions and revocations pursuant to this Chapter.
- C. Alarm business means any businessperson (as defined in this section), ~~by an individual, partnership, corporation or other entity~~ engaged in the selling, leasing, maintaining, servicing, repairing, altering, replacing,

moving, installing, or responding to security alarms, including security alarm monitoring business (as defined in this section). ~~Alarm businesses also include any person, business or organization that monitors security alarm systems and initiates alarm dispatch requests, including units or divisions of larger businesses or organizations that provide proprietary security alarm monitoring services only to affiliates of the parent business or organization. A p~~Alarm businesses do not include persons doing installation or repair work solely on premises ~~they~~ such person owns, leases, or rents, where such work is performed without compensation of any kind (i.e., "do-it-yourselfers"), is not an alarm business.

ED. Alarm dispatch request means the initiating of a communication to the police, via the regional communications agency (CAPCOMTECOMM), by an security alarm monitoring business indicating that an ~~security~~ alarm system has been activated at a particular security alarm site and requesting Department response to that security alarm site.

FE. Security Alarm alarm site (also security alarm site) means a structure or portion thereof served by a single security alarm system (a "fixed" security alarm site). In a multi-tenant building or complex, each portion of the structure or complex having its own security alarm system is considered a separate security alarm site.

GF. Security aAlarm system (also security alarm system) means a device or series of interconnected devices, including, but not limited to, systems interconnected with hard wiring or radio frequency signals, which are designed to emit ~~and/or~~ transmit a remote or local audible, visual, or electronic signal indicating that an intrusion may either be in progress or is being attempted at the security alarm site. It means only the equipment located at the security alarm site when a system is connected to an security alarm system monitoring company. Security alarm systems do not include those devices designed to alert only the inhabitants of specific premises and that have no sounding or signaling devices ~~which that~~ can be generally heard or seen on the exterior of the security alarm site.

HG. Alarm user means any person (as defined in this section), ~~firm, partnership, corporation or other entity~~ who (~~which~~) controls a security alarm system at an security alarm site; who is named on the alarm registration; and who is financially responsible for the operation of an alarm system. ~~As used in the Chapter,~~ The term "alarm user" may mean more than one person, if more than one person is listed on the registration and has accepted financial responsibility for operation of an alarm system.

IH. Burglary alarm (~~also property/intrusion alarm~~) means an security alarm system that is used to detect and report unauthorized entry or attempted unauthorized entry upon real property. Burglary alarm is synonymous with "property alarm" and "intrusion alarm."

JJ. Call-up dialer alarm means a security device that is designed to evoke a police response by transmitting a pre-recorded, unverified signal or message to the police E911 system or to any other police telephone.

KJ. Chief of Police means the Chief of Police of the City of Olympia or the Chief of Police's his/her designee.

~~KK.~~ City means the City of Olympia ~~and/or the area within the incorporated municipal boundaries of the City of Olympia.~~

~~ML.~~ Control number means the unique number assigned to each licensed security alarm monitoring business by the Alarm Administrator that is used to validate alarm dispatch requests.

~~NM.~~ Department means the Olympia Police Department.

~~O.~~ Duress alarm. See robbery alarm.

~~PN.~~ False alarm response means response to an alarm dispatch request by an officer of the Department where, in the opinion of that officer, no evidence of the commission or attempted commission of a crime is present that can be reasonably attributed to the alarm activation. A false alarm response ~~is also deemed to have occurred also occurs~~ when the responding officer is unable to determine if evidence of a criminal offense or attempted criminal offense is present because the security alarm site is inaccessible (e.g., where the security alarm site is located within a locked structure - such as an apartment building or business complex with a common entry - or is located behind a locked gate and no person is present to provide access to the officer; or where the security alarm site contains a dog and no person is present to remove the dog so the officer can inspect the site; or where the security alarm site contains any type of "protective/reactive" alarm system device or contrivance).

~~Q.~~ Holdup alarm. See robbery alarm.

~~R.~~ Intrusion alarm. See burglary alarm.

~~SO.~~ Monitoring means the process an security alarm monitoring business uses to keep watch on security alarm systems; to receive alarm activation signals from security alarm systems; to verify alarm activations; to relay alarm dispatch requests to ~~the Department TCOMM~~ for the purpose of summoning police response to an security alarm site; and to cancel alarm dispatch requests (when appropriate).

~~FP.~~ Multi-unit complex means any building or group of buildings located ~~/ or~~ co-located on the same real property and ~~comprised of~~ including two or more separately occupied units.

~~UQ.~~ One-plus duress alarm means a security alarm system ~~which that~~ permits the manual activation of an alarm signal by entering on a keypad a code that either adds the value of 1 to the last digit of a normal arm/disarm code (e.g., the normal arm/disarm code "1234," if entered as "1235" automatically activates the duress alarm feature) or that involves entering any incorrect final digit to a normal arm/disarm code (e.g., the normal arm/disarm code "1234" is entered as "123X" - where X is not 4 - automatically activates the duress alarm feature).

~~V.~~ Panic alarm. See robbery alarm.

~~WR.~~ Person, for purposes of this Chapter, means an individual; and a corporation, limited liability company, partnership, association, organization, or similar entity.

~~X.~~ Property alarm. See burglary alarm.

~~YS.~~ Protective/reactive alarm system means an alarm system that is rigged to produce a temporary disability or sensory deprivation through use of chemical, electrical, or sonic defense, or by any other means, including use of vision obscuring ~~or~~ disabling devices.

~~ZI.~~ Revoke (revocation) ~~for purposes of this Chapter~~ means the permanent loss (for an alarm user) of the privileges associated with the registering a security alarm system in the City of Olympia.

~~AAU.~~ Robbery alarm ~~(also duress alarm, hold-up alarm or panic alarm)~~ means an component of a security alarm system consisting of an alarm signal generated by the manual or automatic activation of a device, or any system, device, or mechanism on or near the premises intended to signal that a robbery ~~(refer to as defined by RCW 9A.56.190)~~ or other crime is in progress, and that one or more persons are in need of immediate police assistance in order to avoid injury, serious bodily harm, or death at the hands of the perpetrator of the robbery or other crime. "Robbery alarm" is synonymous with "duress alarm," "hold-up alarm," and "panic alarm."

~~BBV.~~ Security alarm monitoring business means any person ~~(as defined in this section), firm or corporation who who~~ is engaged in the monitoring of security alarm systems and the summoning of police response to activations thereof, including units or divisions of larger businesses or organizations that provide proprietary security alarm monitoring services only to affiliates of the parent business or organization. ~~This includes both businesses that are engaged in alarm monitoring for profit and businesses that have specialized units or subsidiaries that monitor only their own alarm systems.~~

~~CCW.~~ Subscriber means an alarm user who is a customer of an security alarm monitoring company/business.

~~DDX.~~ Suspend (suspension) ~~for purposes of this Chapter~~ means the temporary loss (for an alarm user) of the privileges associated with the registration of a security alarm system in the City of Olympia.

~~EEY.~~ TCCOM means Thurston County Communications, the regional 911 and dispatch center.

~~Z.~~ Unmonitored alarm system means an security alarm system (see G) that is not actively monitored by an security alarm monitoring business and whose the function of which it is to evoke police response solely by means of a generally audible ~~and/or~~ visible signal.

~~FFAA.~~ Verified response (independent reporting) means a police response that is based on information received from a person physically present at a location (e.g., an security alarm site) or from real-time audio or video surveillance positively verifying that there is evidence either of a crime or an attempted crime at the location.

16.46.020 Administration and funding

- A. Responsibility for administration of this Chapter is vested with the Chief of Police.
- B. The Chief of Police designates an Alarm Administrator to carry out the duties and functions described in this Chapter.
- C. The Chief of Police designates one or more persons to serve as Alarm Appeals Officer(s) to carry out the duties and functions related to appeals described in this Chapter.
- D. Monies generated by false alarm service fees and registration fees assessed pursuant to this Chapter and OMC Chapter 5.55 shall must be dedicated for use by the Department directly for administration of the alarm program and for recovery of general police services lost to false alarm response.
- E. The Alarm Administrator shall conducts an annual evaluation and analysis of the effectiveness of this Chapter and identifies and implements system improvements, as warranted.

16.46.030 Security Alarm alarm sites must be registered

- A. Police response to ~~private~~ security alarm sites in the City of Olympia, except as specified in ~~section OMC~~ 16.46.050, is a privilege available only to those alarm users who have security alarm systems registered with the City.
- B. No security alarm monitoring business providing monitoring service to security alarm sites in the City of Olympia ~~shall may~~ activate security alarm monitoring service or initiate alarm dispatch requests ~~relative to~~ for any security alarm site in the City that is not ~~properly~~ registered.

16.46.031 Registration terms and fees

- A. Security Alarm alarm registration is valid for one year from the date of registration.
- B. Security Alarm alarm registration is issued to a person or persons (the "alarm user") having bona fide ownership or control of an security alarm site (i.e., home owner, business owner, renter, leaseholder, etc.) and is issued specifically for that security alarm site. Security Alarm alarm registration remains in the name(s) of the alarm user(s) of record until a change of ownership or control of the security alarm site occurs.
- C. Security Alarm alarm registration is attached to both the alarm user and the security alarm site and is not transferable. A new security alarm registration must be issued whenever there is a change of ownership or control of an security alarm site.
- D. The initial registration application and required fees may be submitted to the Alarm Administrator (or designee) at any time.

E. ~~The alarm user shall provide verification~~ Verification of the alarm user's receipt of the disclosure statement required in ~~OMC Section section 5.55.070 of this Code shall be provided to the Alarm Administrator,~~ along with the initial registration application. Receipt of such verification is a precondition of registration.

F. ~~The Alarm Administrator may determine required r~~Registration information is determined by the Alarm Administrator and ~~which shall must~~ include, but not be limited to the following:

1. The name and address of the alarm user (i.e., the person financially responsible for operation of the alarm system being registered);
2. The home and business telephone number of the alarm user;
3. The name, address, and telephone number of the security alarm monitoring business providing monitoring service to the system;
4. An alternate telephone number for verification (cell phone or other telephone designated by the alarm user);
5. The signature of the alarm user verifying that ~~he/she/they~~ the alarm user has read and understood understands the City of Olympia public disclosure statement and agrees to pay the service fees associated with false alarms.

EG. On receipt of the application, fees, and verification of receipt of the disclosure statement, the Alarm Administrator (or designee) shall issue a security alarm registration number to the alarm user. ~~A registration sticker may also be issued.~~

FH. The security alarm registration number assigned to an alarm user remains the same for as long as the alarm user continuously maintains registration for the security alarm site.

GI. Registration may be renewed under the following conditions:

1. The security alarm site has no past due service fees.
2. The security alarm site's registration is not suspended for excessive false alarms.
3. The security alarm site's registration is not revoked.
4. The alarm user either updates ~~his/her~~ registration information or verifies that the current registration information is still correct.
5. The ~~appropriate applicable~~ annual registration fee is paid.

~~HJ.~~ An alarm user shall submit Renewal-renewal Information and fees shall be submitted to the Alarm Administrator (or designee) on or before the initial registration anniversary date each year.

~~IK.~~ Once each year, the The City Manager shall establish rates for security alarm registration fees.

1. Registration fees may be graduated for different groups of users (e.g., residential, commercial, government, etc.)

~~2. Registration fees may be discounted, consistent with City policy.~~

~~32.~~ The established rates shall must assure that the Alarm Administrator position and all other costs related to administration and enforcement of the security alarm ordinance-program are supported entirely by registration fees.

16.46.032 Responsibilities of alarm users

A. Each alarm user is responsible, ~~annually,~~ for annually registering his/her/their the alarm user's security alarm system, paying the registration fee, and providing current registration information.

B. Each alarm user is responsible for assuring that ~~his/her/their the alarm user's security alarm system~~ is used properly and in accordance with the manufacturer's directions and the law. Inherent in this responsibility is assuring that all persons with access to the security alarm system-site are properly trained on correct use of the security alarm system and are authorized to cancel accidental activations, and assuring that procedures and practices are followed that minimize the risk of false alarms.

~~C. Each alarm user is responsible for displaying his/her/their registration sticker, if one is issued, in a location at the main entrance to the alarm site where it is readily visible to a responding officer. Provide the alarm company with the permit number.~~

~~DC.~~ Each alarm user shall Respond-respond or cause a representative to respond to the alarm system's location-site within thirty (30) minutes when notified by City emergency services of an alarm activation.

~~DE.~~ Each alarm user is responsible for shall keeping his/her/their the alarm user's -security alarm system properly maintained and in good working order.

~~EF.~~ Each alarm user is financially responsible shall for paying service fees when police respond to false alarms from his/her/their the alarm user's security alarm site. (See OMC 16.46.120)

~~FG.~~ Failure to meet the responsibilities listed in 16.46.032(A), (B), (C), (D) or (E) through (F) may lead to suspension or revocation of alarm registration and loss of the privileges associated with that registration.

16.46.040 Only licensed security alarm monitoring businesses may initiate alarm dispatch requests

Effective January 1, 2005, and thereafter, ~~the~~ The Department ~~shall~~ will respond only to alarm dispatch requests from security alarm monitoring businesses that possess a valid City of Olympia security alarm license and control number, issued under OMC Chapter 5.55.

16.46.050 Verified response required in certain circumstances

A. ~~Effective January 1, 2005, and thereafter, the~~ The Department ~~shall~~ will respond to the activation of unmonitored security alarm systems; to the activation of security alarm systems monitored by unlicensed security alarm monitoring businesses; to the activation of unregistered security alarm systems; and to the activation of security alarm systems with suspended or revoked registration only if independent reporting indicates that a crime is in progress or has been attempted at the involved security alarm site (i.e., a verified response).

B. No alarm user or security alarm monitoring business ~~shall~~ may presume, anticipate, or expect that a police response will result solely from the activation of any unmonitored security alarm system; the activation of an security alarm system monitored by an unlicensed security alarm monitoring business; the activation of an unregistered security alarm system; or to the activation of an security alarm system with a suspended or revoked registration.

16.46.060 Differentiation and reporting of alarm activations

A. ~~Effective January 1, 2005, and thereafter, n~~ No person ~~shall~~ may operate a security alarm system in the City of Olympia that fails to differentiate burglary/~~property/~~intrusion alarm activations from robbery/~~hold-up/panic/duress~~ alarm activations, or that fails to accurately report such activations independently.

B. ~~Effective January 1, 2005, and thereafter, n~~ No person ~~shall~~ may operate a security alarm system in the City of Olympia that fails to differentiate police incidents (i.e., burglary/~~property/~~intrusion alarm activations and, robbery/~~hold-up/panic/duress~~ alarm activations) from fire, medical, or other non-police incidents, or that fails to accurately report such incidents independently.

16.46.070 Alarm dispatch requests

A. Alarm dispatch requests ~~shall~~ must be made in the manner prescribed by the Alarm Administrator and approved by CAPCOMTCOMM.

B. Alarm dispatch requests may be required to include, ~~but are not limited to~~ the following information:

1. The security alarm site registration number;
2. The location of the alarm activation;
3. The type of alarm activation (i.e., burglary/~~property/~~intrusion, robbery/~~panic/hold-up/ duress~~, or roll-over/airbag deployment);-

4. The security alarm monitoring business' incident number (or other official incident identifier);

5. The security alarm monitoring business' assigned control number.

C. Alarm dispatch requests ~~made to the Department (or its designee)~~ shall must be for police incidents only, and shall must accurately indicate the type of alarm activation (i.e., burglary/~~property/intrusion,~~ or robbery/~~hold-up/panic/duress~~) that motivated the alarm dispatch request.

D. Any security alarm monitoring business initiating an alarm dispatch request that would cause an employee of the City to respond to an security alarm site containing a protective/reactive alarm system shall fully inform and caution the CAPCOM-TCOMM dispatcher at the time the initial request is made of the nature of the alarm system and the precautions the responding employee must take to avoid incurring injury or other ill effects from the system.

16.46.0740 Compliance with monitoring standards required

All security alarm monitoring businesses engaged in monitoring security alarm systems in the City of Olympia shall comply with the monitoring standards set forth in OMC section 5.55.060 ~~of this Code~~.

16.46.080 Alarm dispatch request cancellations

A. An alarm dispatch request may be canceled by the security alarm monitoring business initiating the request at any time up to the point at which the responding police officer reports arrival at the security alarm site to the CAPCOM-TCOMM dispatcher.

B. Alarm dispatch requests may be canceled in accordance with the procedures established by the Alarm Administrator and approved by CAPCOM-TCOMM only by the security alarm monitoring business making the original request.

C. Alarm dispatch requests canceled in accordance with the procedures established by the Alarm Administrator and approved by CAPCOM-TCOMM are not subject to false alarm service fees.

16.46.090 Prohibited devices

A. ~~Effective January 1, 2005, and thereafter, n~~No person shall may operate a security alarm system in the City of Olympia that has a siren, bell, light, or other device audible or visible from any property adjacent to the security alarm site that signals for longer than five (5) consecutive minutes after the alarm is activated, or that repeats the five-minute alarm cycle more than three (3) consecutive times without resetting.

B. ~~Effective January 1, 2005, and thereafter, n~~No person shall may operate a one-plus duress alarm security alarm system in the City of Olympia that is programmed for "one-plus" duress alarms.

C. ~~Effective January 1, 2005, and thereafter, n~~No person shall ~~may~~ operate a security alarm system in a multi-unit complex in the City of Olympia that fails to identify alarm activations by the specific unit involved.

D. ~~Effective January 1, 2005, and thereafter, n~~No person shall ~~may~~ operate a call-up dialer ~~type of security alarm system~~ in the City of Olympia.

16.46.100 Violations

A. The following actions constitute unlawful use of a security alarm system:

1. Any person who activates a security alarm system with the intent to report: a) suspicious circumstances; b) any non-criminal incident; or, c) a need for fire, medical, or other non-police services is guilty of a civil infraction.

2. Any person who violates the provisions of OMC 16.46.060(A) or (B) or 16.46.090(A), (B), (C) or (D) is guilty of a civil infraction.

B. Nothing in this section ~~shall prevent~~ prevents the installation of a single reporting device for both ~~types burglary alarms and robbery alarms and of security alarms,~~ fire alarms and medical alarms, provided that such device complies with OMC 16.46.060 and fire code requirements.

16.46.110 Appropriating public police services for private purposes subject to service fees

A. Causing police to engage in a false alarm response constitutes appropriation of public police services for private purposes and is subject to a service fee.

B. The alarm user is responsible for payment of any service fees.

C. The assessment ~~and/or~~ payment of a service fees under this Chapter does not in any way establish the existence of a contract, real or implied, between the City and an alarm user or between the City and any other party.

D. When, in the opinion of ~~the~~ a responding officer(s), an alarm dispatch request can be reasonably associated with an actual or attempted criminal offense at the involved security alarm site, the alarm is valid and the response is considered a basic police service not subject to any service fees.

E. When, in the opinion of ~~the~~ a responding officer(s), an alarm dispatch request can be reasonably attributed to an earthquake, hurricane, tornado, or other unusually violent act of nature, no service fee ~~shall~~ will be assessed.

F. When, in the opinion of ~~the~~ a responding officer(s), an alarm dispatch request cannot be reasonably attributed to the conditions described in 16.46.110(D) or (E), the incident is a false alarm and the response is considered an appropriation of public police services for private purposes that is subject to a service fees.

G. When the ~~a~~ responding officer(s) is-(are) unable to determine if an alarm is valid or false because of inaccessibility of the security alarm site, the response is presumed to be a false alarm response, and is subject to a service fees. [see OMC 16.46.011(P)]

16.46.120 Fees for appropriating public police services for private purposes

A. The City Manager shall establish service fees for appropriating public police services for private purposes.

1. Separate ~~rates-fees shall must~~ be established for responses to false burglary/~~property/intrusion~~ alarms and to false robbery/~~hold-up/panic/duress~~ alarms.
2. The established ~~rates-fees shall must~~ assure that the full cost of police response to false security alarms is recovered by the City.

B. Service fees are assessed based on the response requested, regardless of the nature of the actual incident. An alarm dispatch request reporting a robbery alarm, for example, is subject to the false alarm penalty fee applicable to robbery false alarm responses, even if the alarm activation should properly have been reported as a burglary alarm.

16.46.130 Authorization to issue citations and assess service fees

A. The Chief of Police shall grant ~~The the~~ Alarm Administrator is ~~granted~~ a special commission ~~by the Chief of Police~~ to issue citations pursuant to this Chapter.

B. The Alarm Administrator is hereby authorized ~~by the City Council~~ to assess service fees pursuant to 16.46.120.

16.46.140 Fee processing

A. Security Alarm-alarm monitoring businesses ~~contracting with customers to provide monitoring services (or their agents)~~ shall assure that alarm users of security alarm sites ~~customers residing in the City~~ complete initial registration forms and remit the required registration fee to the City (or its designee) prior to activation of monitoring service.

B. The City may contract with a private vendor to process and bill service fees and registration fees.

C. All fees are due and payable on receipt of invoice. Fees that are unpaid thirty (30) days or more after the date of invoice are considered past due for purposes of this Chapter.

D. A late fee of \$10 ~~or 10% of the outstanding balance, whichever is greater,~~ may be imposed on past due accounts to cover the cost of processing and collection.

16.46.150 Suspension and revocation of registration

A. The Alarm Administrator shall suspend the alarm registration of Any any alarm user having more than three (3) false alarm responses in any calendar year one year period. Such suspension shall, begins on the event of the fourth such incident, have his/her/their alarm registration suspended for and runs for ninety (90) days or the balance of the year for which the registration is valid, whichever is greater longer.

B. The Alarm Administrator shall suspend the alarm registration of Any any alarm user having alarm service fees past due on January 1st of any year. Such suspension shall have his/her/their registration suspended from begins the first business day following January 1st and runs until all outstanding fees have been paid in full.

C. The Alarm Administrator shall revoke the alarm registration of Any any alarm user having three (3) suspensions in any five (5) year period. Such revocation shall, is effective- on the event of the third suspension, have his/her/their alarm registration revoked.

D. Furnishing false information on an alarm registration application is prohibited.

1. On the first offense, the Alarm Administrator shall suspend the alarm user's registration for thirty (30) days.

2. On the second offense, the Alarm Administrator shall revoke the alarm user's registration.

E. The Alarm Administrator shall notify an alarm user of a registration suspension or revocation involving that alarm user. Such notification must include a description of the basis for the suspension or revocation, the suspension starting and ending dates (when applicable) or revocation starting date (when applicable), and a description of appeal options and processes.

16.46.160 False alarm awareness classes

A. ~~The Alarm Administrator shall conduct a false alarm awareness class no less than twice each calendar year.~~

B. One time per security alarm site, an alarm user may Completion complete of the a false alarm awareness class conducted by the Alarm Administrator by an alarm user (i.e., the person responsible for operation of a registered alarm system) may serve in lieu of a registration suspension one time per registered alarm site.

16.46.170 Appeals

A. An alarm user may appeal Service the imposition of service fees, or a registration suspension or revocation, may be appealed to the Alarm Appeals Officer, as follows:

1. An alarm user initiates The the appeal process is initiated by the alarm user by sending an appeal request, in the form of a letter to the Alarm Appeals Officer, requesting an appeal conference and specifying the reasons for the appeal. Theis letter appeal request must be received by the Alarm Appeals

Officer within ten (10) working business days after receipt of the service fee invoice or receipt of the notice of registration suspension or revocation.

2. Imposition of a sService fees may be appealed only on the grounds that the incident cited as the basis for the imposition of a service fee was, in fact, not a false alarm response. The alarm user must, in his/her the letter requesting an appeal appeal request, describe credible evidence in his/her possession that he/she can present to the Alarm Appeals Officer that supports the contention that the involved incident was a valid alarm, as described in 16.46.110(D).

3. Circumstances that are not grounds for appeal under this Chapter include, but are not limited to, the following:

- a. Instances involving accidental or unintentional alarm activation.
- b. Instances involving lack of knowledge of system operation or lack of training on system use.
- c. Instances involving "extenuating circumstances."

4. In an instances in which an allegedly inappropriate action by an security alarm monitoring business (such as making an alarm dispatch request in error, failing to properly adjust and/or test alarm equipment, or failing to properly cancel an alarm dispatch request) results in a service fee being imposed on an alarm user, the following rules apply:

a. Imposition of a Service service fees resulting from such instances are a security alarm monitoring business error is not subject to appeal under this Chapter. Alarm users must seek redress for fees imposed in such situations from the security alarm monitoring business, not the City.

b. An alarm user may appeal the determination that an incident was a false alarm for the purpose of establishing that the F false alarm incidents was caused by a security alarm monitoring business error may be appealed under this Chapter for the purpose of averting registration suspension.

e. —If an Alarm alarm users who, on appeals, under this subsection demonstrates to the satisfaction of the Alarm Appeals Officer, based on credible evidence, that a false alarm incident was attributable caused solely to by an alarm business error, such shall not have that false alarm incident will not apply toward or be the cause of a registration suspension.

5. The Alarm Appeals Officer may reject, without further process, an appeal requests for appeals that are is not supported by credible evidence from the appellant. The Alarm Appeals Officer shall send Notice written notice of rejection of an appeal request for appeal shall be sent to the appellant in writing

within five (5) workingbusiness days following receipt of the appeal request by the Alarm Appeals Officer.

6. The filing of an appeal request ~~for an appeal conference with an Alarm Appeals Officer sets aside~~ stays any pending service fee or related service suspension or /revocation until the Alarm Appeals Officer either rejects the appeal request, as described in 16.46.170(A)(~~15~~), or renders a final decision.

7. The Alarm Appeals Officer, ~~on receipt of an appeal request,~~ shall conduct an appeal conference at a location within the City in Olympia within fifteen (15) workingbusiness days after receiving the appeal request, ~~and shall determine if grounds exist to waive or cancel the fee or action.~~

8. At the appeal conference, the Alarm Appeals Officer shall consider evidence presented by any interested person(s). ~~Because false alarm responses are based on the professional judgment of the responding officer using the facts known to the officer at the time of the incident, the burden of proof in appeals is on the appellant. The appellant alarm user has the burden to must establish, with based on~~ credible evidence, that facts that existed at the time of the incident, but were not considered by the officer, ~~existed at the time of the incident leads~~ to the reasonable conclusion that the incident ~~involved~~ was a valid alarm, as described in 16.46.110(D). The Alarm Appeals Officer shall make ~~his/her~~ the appeal decision based on the presence of such facts and conclusion.

9. The Alarm Appeals Officer shall ~~render issue a written appeal decision and shall notify provide the~~ appellant alarm user and the Alarm Administrator ~~thereof a copy of the decision in writing within ten~~ (10) workingbusiness days after the appeal conference is ~~held~~ completed. The Alarm Appeals Officer may affirm, waive, cancel, or modify the ~~penalty service~~ fee or action that is the subject of the appeal.

10. If the Alarm Appeals Officer affirms or modifies the amount of a service fee due, that amount becomes immediately due and payable.

11. Appeal decisions are reviewed and approved or rejected by the Chief of Police prior to becoming official. Once approved by the Chief of Police, ~~The official~~ the decision of the Alarm Appeals Officer is final, and no further appeals or remedies are available, except as provided by law.

B. Violations that are civil infractions or misdemeanors under this Chapter are subject to the due process provisions of law available through the Olympia Municipal Court.

16.46.171 Authority of Alarm Appeal Officer

The following cases ~~shall beare~~ within the jurisdiction of the Alarm Appeals Officer under ~~the terms and~~ procedures of this Chapter.

A. Any and all false alarm appeals governed by this chapter.

B. Alarm registration revocation and/or suspension of any system located within the City of Olympia or its jurisdiction governed by this Chapter. Administration of service fees and/or fines related to or applicable to any security alarm system authorized by this Chapter.

C. Any and all other administrative alarm appeals as they may pertain to security alarm systems located within the City of Olympia, including appeals as set forth in ~~section OMC 5.55.090 of this Code.~~

16.46.172 Alarm Appeals Officer selection

~~The Chief of Police shall select~~ The the Alarm Appeals Officer shall be selected by the Chief of Police. The Alarm Appeals Officer may be retained on a professional service contract for a term and on conditions determined appropriate by the Chief of Police. Such contract may provide that the Alarm Appeals Officer may retain the services of masters to hold hearings as are needed to render aid and advice regarding technical or specialized issues that may be presented to the Alarm Appeals Officer. Such contract may also provide for Alarm Appeals Officers pro tem to serve in the absence of the Alarm Appeals Officer on such terms and conditions deemed appropriate by the Chief of Police.

16.46.173 Qualification and removal

~~The Chief of Police shall appoint~~ Alarm Appeals Officers shall be appointed solely with regard to based on their qualifications for the duties of their office and will have such training and experience as will qualify them to conduct administrative or quasi-judicial hearings on regulatory enactments and to discharge the other functions conferred upon them. The Alarm Appeals Officer ~~shall may~~ hold no other elective or appointive office or position with the City of Olympia. The Alarm Appeals Officer may be removed from office for cause by the Chief of Police.

16.46.174 Improper influence, conflict of interest, and appearance of fairness

A. No City official, elective or appointive, ~~shall may~~ attempt to influence the Alarm Appeals Officer in any matter officially before ~~him/her~~ the Alarm Appeals Officer so as to constitute misconduct of a public office under RCW 42.20 or a violation of the Appearance of Fairness Doctrine.

B. The Alarm Appeals Officer ~~shall may~~ conduct all proceedings in a manner to avoid conflicts of interest or other misconduct and to avoid violations of the Appearance of Fairness Doctrine. If such conflicts or violations cannot be avoided in a particular case, the Alarm Appeals Officer shall assign an Alarm Appeals Officer pro tem to act in ~~his/her~~ the Alarm Appeals Officer's absence.

16.46.175 Organization, rules

A. The Office of the Alarm Appeals Officer ~~shall be~~ is under the administrative supervision of the Alarm Appeals Officer and ~~shall must~~ be separate from the Olympia Police Department.

B. The Alarm Appeals Officer ~~shall be~~ empowered to adopt rules for the scheduling and conduct of hearings and other procedural matters related to the duties of ~~his/her the~~ office. Such rules may provide for cross examination of witnesses. Further, such rules ~~shall~~ must provide for recording of the proceedings and for compliance with the State, Federal, and City laws which may govern such a proceeding.

In rendering a decision, the Alarm Appeals Officer is hereby authorized to take judicial notice of all duly-adopted rules, ordinances, standards, plans, regulations, and policies of the ~~City of Olympia~~ and other public agencies.

16.46.180 Exceptions

The provisions of this Chapter ~~shall do not~~ apply to temporary alarm systems used by the Department or other public law enforcement agencies for investigative or protective purposes (e.g., VARDA, WAVE, or similar systems).

16.46.181 Special rules applicable to public schools

A. Public schools are subject to the following special rules:

1. Security Alarm monitoring companies are exempt from making verification telephone calls, as required in OMC 5.55.060(A), to public school sites between the hours of 11:00 PM and 6:00 AM, and all day on Saturdays, Sundays, and school holidays.
2. Public schools are subject to the following service fee structure:
 - a. Public schools are subject to annual registration rules, but are exempt from paying the annual registration fees applicable to government facilities, as described in OMC 16.46.031.
 - b. No fee is charged for the first false alarm in any calendar year.
 - c. The fee for the second false alarm in any calendar year is waived, provided the site administrator (or designee) attends the next available false alarm awareness class;
 - d. The third and all subsequent false alarms in any calendar year are charged at the standard service fee rate.
3. Public schools sites are exempt from registration suspension or revocation.

B. To qualify for special rules and exemptions under this Section, an security alarm site must meet the following criteria:

1. The site is located within the ~~municipal boundaries of the City of Olympia~~ limits; and

2. The site is a public school serving children in one or more of grades K-12, owned and operated by Olympia School District 111; or

3. The site is a public school site serving children in one or more of grades K-12, owned and operated by Educational Service District 113.

C. The Alarm Administrator may make any other special rules and exceptions as are deemed necessary to assure that appropriate protection and accountability is maintained at public schools.

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

Section 4. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of a Resolution Adopting the Olympia Sea Level Rise Response Plan

Agenda Date: 3/19/2019
Agenda Item Number: 6.A
File Number: 19-0232

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

Title

Approval of a Resolution Adopting the Olympia Sea Level Rise Response Plan

Recommended Action

Utility Advisory Committee Recommendation:

The Utility Advisory Committee recommends adopting the Olympia Sea Level Rise Response Plan.

City Manager Recommendation:

Move to approve the resolution adopting the Olympia Sea Level Rise Response Plan and authorizing staff to begin implementation.

Report

Issue:

Whether to approve a resolution adopting the Olympia Sea Level Rise Response Plan.

Staff Contact:

Susan Clark, Senior Planner, Public Works/Water Resources, 360.753.8321

Presenter:

Andy Haub, Water Resources Director, City of Olympia

Background and Analysis:

In early 2017, the City, the Port of Olympia and the LOTT Clean Water Alliance entered into an Interlocal Agreement to jointly fund and participate in a formal sea level rise planning process for downtown Olympia and the Port peninsula. A consulting firm, AECOM Technical Services, assisted with the planning effort.

The Olympia Sea Level Rise Response Plan provides comprehensive short-term, mid-term and long-term strategies for minimizing and preventing flooding to downtown Olympia from rising sea levels.

Draft Olympia Sea Level Rise Response Plan public review and comment opportunities included:

- December 11, 2018 Community Meeting
- December 11, 2018 - January 25, 2019 public comment period

- February 26, 2019 Olympia City Council Public Hearing
- Public Hearing comment period (through March 6, 2019)

To address public (and staff) comments received during the December 11, 2018 - January 25, 2019 public comment period, staff developed the February 6, 2019, Plan Revision Errata Sheet.

The City issued a notice of State Environmental Policy Act (SEPA) Determination of Non-significance (DNS) for the Olympia Sea Level Rise Plan on February 13, 2019. The DNS comment and appeal periods have closed.

The Draft Olympia Sea Level Rise Response Plan has been finalized, thereby incorporating:

- February 6, 2019, Plan Revision Errata Sheet proposed changes
- Public Hearing comments (and staff responses) - Appendix F
- State Environmental Policy Act (SEPA) - Appendix G

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. Citizens voiced their support for the sea level response planning process during four well-attended public meetings conducted during the 18-month planning process. Comments received at each public meeting are included in meeting summary reports that are available on the City's website. Coordination with the City's regional climate change mitigation planning is also occurring.

Options:

1. Approve the resolution adopting the Olympia Sea Level Rise Response Plan and authorizing staff to begin implementation. Staff would move forward with implementing the Plan.
2. Approve the resolution with revisions to the Olympia Sea Level Rise Response Plan. This option would require coordination with the Port of Olympia and LOTT Clean Water Alliance to ensure each agrees with Plan revisions, thereby delaying implementation.
3. Do not approve the resolution adopting the Olympia Sea Level Rise Response Plan. This option would negatively impact the City's opportunity to continue working with the Port of Olympia and LOTT Clean Water Alliance to protect downtown Olympia from the effects of sea level rise.

Financial Impact:

None at this time.

City of Olympia Storm and Surface Water utility budget includes \$125,000 for continued planning and technical work associated with Plan implementation. Additional capital facility funding is provided annually for downtown flood reduction work.

Attachments:

Resolution

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

UAC Letter of Support
[Link to the Sea Level Rise Response Plan](#)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
ADOPTING THE OLYMPIA SEA LEVEL RESPONSE PLAN.**

WHEREAS, the City of Olympia, the Port of Olympia, and the LOTT Clean Water Alliance entered into an Interlocal Agreement in 2017 to jointly fund and participate in a formal sea level rise planning process for downtown Olympia and the Port peninsula; and

WHEREAS, the planning process utilized an innovative climate adaptation planning approach that included data review of prior studies, summary of best available sea level rise science, development of a planning framework, assessment of vulnerability and risk to City, Port, and LOTT assets and infrastructure, identification of viable adaptation strategies, and ongoing opportunities for community input; and

WHEREAS, the Draft Olympia Sea Level Rise Plan was available for public review and comment from December 11, 2018 – January 25, 2019; and

WHEREAS, to address public and staff comments received during the December 11, 2018 – January 25, 2019 review period, a February 6, 2019 Plan Revision Errata Sheet was developed; and

WHEREAS, a notice of State Environmental Policy Act (SEPA) Determination of Non-significance (DNS) was issued by the City for the Olympia Sea Level Rise Plan on February 13, 2019, and the DNS comment and appeal period have closed; and

WHEREAS, the City Council held a public hearing on the Draft Olympia Sea Level Rise Plan and Plan Revision Errata Sheet on February 26, 2019; and

WHEREAS, the Olympia Sea Level Rise Plan has been finalized to incorporate the errata sheet revisions, February 26, 2019 public hearing comments and staff responses, and SEPA; and

WHEREAS, the resulting Olympia Sea Level Rise Response Plan is a community plan that provides a comprehensive menu of short-term, mid-term and long-term strategies for minimizing and preventing flooding to downtown Olympia and protecting the Budd Inlet Treatment Plant from rising sea levels; and

WHEREAS, implementation of the Olympia Sea Level Rise Response Plan will take ongoing coordination and collaboration across governmental entities, non-profit organizations, and other stakeholders;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE that:

1. The Olympia Sea Level Rise Response Plan (the Plan), a copy of which is attached hereto and made a part hereof, is adopted.
2. The Plan provides a solid foundation for strategic and coordinated sea level rise response. The City of Olympia will use the Plan to guide next steps for sea level rise response, including continued collaboration with the LOTT Clean Water Alliance, the Port of Olympia, and others. The Plan will also be used to assist with long-range capital planning, guiding investments in future projects to protect City infrastructure and services from the impacts of sea level rise.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



February 7, 2019

Olympia City Council
PO Box 1967
Olympia, WA 98507

Dear Mayor Selby and Council members:

SUBJECT: Draft Sea Rise Level Response Plan

Thank you for the opportunity to provide input on the Draft Sea Level Rise Response Plan.

As the delegated advisory committee tasked with helping guide the draft plan, the Utility Advisory Committee (UAC) has been tracking plan development since early 2017. We write to express our support for the plan. We encourage City Council to adopt and implement it.

The plan is a thoughtful and diligent approach for addressing a challenging, long-term problem with serious implications for our downtown. The plan provides an appropriate template for City staff, elected officials, and our community to follow in the years and decades ahead. We feel fortunate to live in a community that has the capacity and forethought to respond to sea rise and climate change.

We fully understand that our community's response to sea level rise will evolve and adapt over time. Given that inevitable implementation dynamic, the plan provides an affective path to do so. While supportive of the plan, we offer the following comments to help strengthen implementation:

- The UAC stresses the importance of sustained community focus on the issue of sea rise as well as climate change. We understand that much work will be needed in the next few years to begin implementing and funding the necessary responses. Establishing the appropriate governance structure to accommodate long-term implementation is critical to success. We encourage City Council to support City staff in undertaking this work.
- The long-term infrastructure costs of plan implementation are dominated by several high cost projects – raising several shoreline streets and pumping creeks and stormwater flows to Budd Inlet. We encourage staff to continue refining the infrastructure proposals with the goal of reducing costs or modifying the approach for the projects. This will be a long-term element of plan implementation.
- While we understand that retreat from our downtown is not a viable management option, we encourage City Council and staff to continue quantifying the implications of retreat so that our community can understand the decision-making process. This understanding will be important as long-term funding is discussed.
- Some shoreline property owners and businesses will be impacted by rising waters, potentially with limited public assistance. City staff have shared the problem and potential City response with several downtown property owners. We think it would be appropriate for the City to

engage those property owners in the years ahead. Such a relationship would potentially benefit both private and public interests as well as help build a more cohesive downtown shoreline.

- The public outreach and education efforts associated with the planning process have been extensive. In the years to come, we recommend broader outreach work to better involve residents throughout Thurston County.
- Similarly, the project team has involved local students and teachers in the planning process. We encourage continued work in this arena with potential monitoring and research involvement from the local colleges and universities.
- We encourage City Council to fully support its parallel planning effort regarding climate change and greenhouse gas emission reductions.

Our comments reflect our support of the adoption of the Sea Level Rise Plan, its recently completed errata sheet and ultimately its implementation. We understand that staff are prepared to begin implementation of the plan in 2019. With City Council support, we will request that staff provide the UAC with occasional updates on progress.

Please feel free to contact me at dhaffner@ci.olympia.wa.us

Sincerely,



Dever Haffner-Ratliffe

Chair, Utility Advisory Committee

cc: Steve Hall, City Manager
Andy Haub, Water Resources Director
Lindsay Marquez, Water Resources Program Assistant

Home » City Utilities » Storm & Surface Water » Sea Level Rise

Sea Level Rise

Featured Links

Planning Process

- [Planning Process & Documents](#)
- [Community Involvement](#)
- [Project Scope of Work](#)
- [Interlocal Agreement](#)

Previous Presentations

- [February 2017 SLR Community Meeting](#)
- [April 2017 City Council Meeting \(Interlocal Agreement\)](#)
- [May 2017 Scope of Work Presentation](#)

Previous Reports

- [2011 Technical Report](#)
- [2008 Greenhouse Gas Emissions Annual Report](#)
- [2007 Climate Change Report](#)
- [2007 Climate Change Forum](#)
- [2005 Greenhouse Gas Emissions Baseline Report](#)
- [1991 Climate Action Plan](#)

Navigation

- [Storm & Surface Water](#)
- [Private Stormwater System Maintenance](#)
- [Policies & Regulations](#)
- [Reporting Spills](#)

Web Maps Unavailable

On Saturday, March 16, from Noon until 6 p.m., web (story) maps will be unavailable while we perform system maintenance.

Sea Level Rise Response Plan Update

On February 26, 2019, the City of Olympia held a [public meeting](#) on the Draft Sea Level Rise Response Plan, and will consider approval of the finalized plan on March 19, 2019. See below for an overview of the community review process.



Draft Sea Level Rise Response Plan Community Review Process

The City of Olympia (City), LOTT Clean Water Alliance (LOTT), the Port of Olympia (Port) and the consulting firm AECOM Technical Services have been working together to develop a comprehensive Sea Level Rise Response Plan for Downtown Olympia since May 2017.

The Draft Olympia Sea Level Rise Response Plan was first presented at the December 11, 2018 Sea Level Rise Community Meeting and made available for public comment from December 11, 2018 – January 25, 2019, and at a January 26, 2019 project sponsored King Tide Event.

To address public (and staff) comments received during the public comment period, staff developed the February 6, 2019 Plan Revision [Errata Sheet](#).

The City issued a notice of State Environmental Policy Act (SEPA) Determination of Non-significance (DNS) for the Draft Olympia Sea Level Rise Response Plan (and Plan Revision Errata Sheet) on February 13, 2019. The DNS comment and appeal period have closed.

The Draft Olympia Sea Level Rise Response Plan has now been finalized, thereby incorporating:

- February 6, 2019 Plan Revision [Errata Sheet](#) proposed changes
- Appendix F - [Public Hearing comments](#) (and staff responses)
- Appendix G - [State Environmental Policy Act](#) (SEPA)

[SLR Response Plan Executive Summary](#)

[Complete SLR Response Plan](#)

[Document Cover & Table of Contents](#)

[Chapter 1: Planning Context](#)

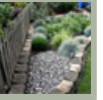
Rake a Drain

YOU CAN HELP PREVENT FLOODING



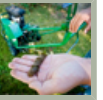
Rain Gardens

LEARN ABOUT OUR REIMBURSEMENT PROGRAM



Aeration

LEARN ABOUT OUR FREE LAWN AERATOR RENTAL PROGRAM



City Calendar

Loading events...

→ [View full calendar...](#)

City Updates

ADDRESSING HOMELESSNESS Homelessness is the most significant and urgent public concern facing our community. Visit our updated [Homelessness web page](#) for the latest on the City's immediate, emergency actions and work toward long-term solutions.

SUMMER CAMP REGISTRATION NOW OPEN! Register now for 2019 Summer Camps. You can browse camps via our PDF catalog at [olympiawa.gov/summercamp](#) or view and register online at [ExperienceIt! Online](#).

2019 WATER QUALITY REPORT The City's annual water quality report shows that Olympia's water meets all State and Federal drinking water standards. [More...](#)

SEA LEVEL RISE The final Sea Level Rise Response Plan is now available. [More...](#)

GREEN COVE PARK SUBDIVISION PROJECT The City is reviewing a preliminary plat application for the subdivision of 50 acres into 181 single-family lots with associated improvements for streets and utilities. [More...](#)

2019 PRELIMINARY OPERATING BUDGET The 2019 Preliminary Operating Budget is now available. [More...](#)

2019-2024 ADOPTED CAPITAL FACILITIES PLAN The [2019-2024 Capital Facilities Plan](#) (CFP) is now available. [More...](#)

OLYMPIA MUNICIPAL CODE Quick link to codes and standards including [Olympia Municipal Code](#).

MEETINGS [Agenda and Minutes](#) for City Council and most advisory

feedback

- Chapter 2: Engagement & Outreach
- Chapter 3: Climate Science for Olympia
- Chapter 4: SLR Vulnerability & Risk
- Chapter 5: Approach to Adaptation
- Chapter 6: Physical & Operational Strategies
- Chapter 7: Governance & Informational Strategies
- Chapter 8: Costs of Adaptation
- Chapter 9: Implementation & Next Steps
- Chapter 10: Monitoring & Action Triggers
- Appendices & References

Other project documents completed during the planning process including the Planning Framework, Science Review and Vulnerability and Risk Assessment can be viewed on our [Planning Process & Documents](#) page.

Story Maps

- Predicted Sea Levels
- How Olympia Floods
- Our Strategies

Frequently Asked Questions

[What is Keeping Downtown Olympia Dry?](#)

In addition to planning for the future through participation in the joint sea level rise planning effort, Olympia's Storm and Surface Water Utility is taking action today to minimize flooding in Downtown Olympia. View the [Taking Steps to Keep Downtown Olympia Dry](#) document for more information.

During current-day high tides, marine water can flow backward up through the stormwater system causing flooding in low-lying Downtown streets and parking lots. Such nuisance flooding is now limited to just a few times a year. With rising seas, the frequency of nuisance flooding is expected to increase.

The mission of Olympia's Storm and Surface Water Utility is to reduce flooding, improve water quality, and protect and enhance aquatic habitat.

[Why is a Sea Level Rise Response Plan needed?](#)

There are many Sea Level Rise and flooding related challenges facing the downtown Olympia area. Portions of the downtown are built on fill, shoreline areas are mapped within FEMA's 100-year coastal floodplain, and high tides can back up into the stormwater system and cause surface street flooding. Downtown flooding issues – both from high tides and intense precipitation – will worsen in the future as a result of Sea Level Rise.

[How is the SLR Response Plan related to other City Plans?](#)

This planning effort is a priority action from the City's [Downtown Strategy](#) process and builds on steps that have already been taken to prepare for sea level rise. There is strong community support for protecting Downtown, investing in Downtown and ensuring that it is safe and welcoming. These community values were established through multiple public processes and serve as the basis for the City's [Comprehensive Plan](#).

Abandoning Downtown is not consistent with existing goals, policies and growth plans adopted for Downtown or with public values embodied in the Olympia Comprehensive Plan, Downtown Strategy and Shoreline Master Program. However, through the sea level rise planning process, the potential implications of a large-scale retreat from Downtown will be better understood.

Comprehensive Plan Goals & Policies

- The City uses best available information to implement a Sea Level Rise management plan that will protect Olympia's downtown. (Goal U 11)
- Evaluate different scenarios for sea level rise, including varying magnitudes and time horizons, and develop a progression of adaptation and response actions for each scenario. (PU 11.1)
- Develop plans, cost estimates and financing options for addressing sea level rise that include regulatory, engineering and environmentally sensitive solutions. (PU 11.2)
- Maintain public control of downtown shorelines that may eventually be needed to help manage flood water. (PU 11.3)
- Incorporate sea level rise planning into the design of public and private infrastructure where needed. (PU 11.4)
- Use the best available science and the experiences of other communities in formulating plans for sea level rise. (PU 11.5)
- Partner with government entities and other key stakeholders, such as, the federal government, State of Washington, LOTT Clean Water Alliance, Port of Olympia, Squaxin Island Tribe, downtown property owners, businesses and residents, environmental groups, and other interested parties. (PU 11.6)
- Engage the community in a discussion of various sea level rise scenarios, how the City will respond to lessen the impact, and what the costs would be. (PU 11.7)
- Require development to incorporate measures, such as higher finished floor elevations, that will reduce risks and avoid future costs associated with rising sea levels; and to encourage acknowledgment of such risks by state and federal agencies. (PU 11.8)

Downtown Strategy Action

- Form a Sea Level Response Plan that identifies needs for protecting Downtown, risks, uncertainties, private and public costs, funding, and a response that can be implemented incrementally and modified as new information emerges.

[How can the community participate in the planning process?](#)

Development of the Sea Level Rise Response Plan included three community meetings designed to obtain feedback and input at specific points during the planning process.

- Workshop 1: Vulnerability and Risk Assessment
- Workshop 2: Draft Adaptation Strategies
- Workshop 3: Draft Sea Level Rise Response Plan

In addition to the project's scheduled community workshops, the Project Partners intend to pursue additional community engagement opportunities. If your organization is interested in a Sea Level Rise presentation, please send a request to searise@ci.olympia.wa.us.

To view materials from previous community meetings and presentations, visit our [SLR Community Involvement](#) page.

Questions?

Contact Susan Clark, Senior Planner, at 360.753.8321 or searise@ci.olympia.wa.us

Sign Up to Get Updates



[back to top...](#)

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

City of Olympia, Washington
PO Box 1967
Olympia, WA 98507-1967

