



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, October 12, 2021

7:00 PM

Online and Via Phone

Register to Attend:

https://us02web.zoom.us/webinar/register/WN_-uPjBaPDRneik3PZq8RtjA

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION - None

3. PUBLIC COMMENT

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

During this portion of the meeting, community members 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 two (2) 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 COMMENT (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A [21-0962](#) Approval of September 28, 2021 City Council Meeting Minutes

Attachments: [Minutes](#)

4.B [21-0921](#) Approval of a Resolution Authorizing an Increase in City Staffing by One Full-Time Equivalent for a Firefighter/Paramedic

Attachments: [Resolution](#)

- 4.C** [21-0923](#) Approval of a Resolution Consenting to Boardwalk Associates' Assignment of its Interest and Obligations in a Right-of-Way Use Agreement and Maintenance Agreement to DKS Boardwalk, LLC, and Consenting to DKS Boardwalk, LLC's Collateral Assignment of the Right-of-Way Use Agreement and Maintenance Agreement to Washington Business Bank

Attachments: [Resolution](#)
 [Assignment Agreement](#)
 [Collateral Assignment Agreement](#)

- 4.D** [21-0954](#) Approval of a Resolution Ratifying Applications for the Washington State Department of Commerce Transit Oriented Development Grant and Housing Action Plan Implementation Grant and Approving Acceptance of the Grants if Awarded

Attachments: [Resolution](#)
 [Capital Mall Triangle Subarea](#)

- 4.E** [21-0961](#) Approval of a Resolution of Intention to Modify the Boundaries of the Parking and Business Improvement Area to Correct a Scrivener's Error, Changing the Number of Advisory Board Members to Eleven, and to Provide for PRIDE Programs and Events

Attachments: [Resolution](#)
 [Ordinance 6375](#)

- 4.F** [21-0970](#) Approval of a Resolution to Not Accept Annual Comprehensive Plan Amendment Applications During the Periodic Update of the Comprehensive Plan

Attachments: [Resolution](#)

4. SECOND READINGS (Ordinances)

- 4.G** [21-0926](#) Approval of an Ordinance Amending OMC 13.04.390 Related to Water Meter Rates Outside City Limits

Attachments: [Ordinance](#)

4. FIRST READINGS (Ordinances)

- 4.H** [21-0979](#) Approval of an Ordinance Amending Ordinance 7287 (Operating, Special and Capital Budgets) - Third Quarter 2021

Attachments: [Ordinance](#)

5. PUBLIC HEARING

- 5.A** [21-0953](#) Public Hearing on the Preliminary Capital Facilities Plan and 2022-2027 Financial Plan

Attachments: [Preliminary CFP and 2022-2027 Financial Plan](#)
[Bicycle and Pedestrian Advisory Committee Letter](#)
[Planning Commission Letter](#)
[Parks and Recreation Advisory Committee Letter](#)
[Utility Advisory Committee Letter](#)

6. OTHER BUSINESS

6.B [21-0981](#) Introduction and Launch of New City of Olympia Website

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

City Council

Approval of September 28, 2021 City Council Meeting Minutes

Agenda Date: 10/12/2021
Agenda Item Number: 4.A
File Number:21-0962

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

Title

Approval of September 28, 2021 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, September 28, 2021

7:00 PM

Online and Via Phone

Register to attend:

https://us02web.zoom.us/webinar/register/WN_YxHUFkq0R4Gnk2Aqu3fqrg

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Clark Gilman, Councilmember Jim Cooper, Councilmember Yén Huỳnh, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Renata Rollins

1.A ANNOUNCEMENTS

City Manager Jay Burney introduced Aaron BeMiller as the City's new Finance Director.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [21-0933](#) Special Recognition - Proclamation Recognizing National Voter Registration Day

Councilmembers read a proclamation recognizing Voter Registration Day. Thurston County Auditor Mary Hall discussed the importance of voter registration.

The recognition was received.

2.B [21-0932](#) Special Recognition - Fire Ops Training Helmet Presentation: Dani Madrone and Linnaea Jablonski

Firefighter Erin Johnson recognized Councilmember Dani Madrone and Human Resources Director Linnaea Jablonski for their participation in Fire Ops Training and virtually presented them with their honorary helmets.

The recognition was received.

2.C [21-0920](#) Special Recognition - Opening of Three Off-leash Dog Areas

Parks Planning & Design Manager Laura Keehan discussed the three recently opened off-leash dog areas in the City.

The recognition was received.

3. PUBLIC COMMENT - None**4. CONSENT CALENDAR**

4.A [21-0928](#) Approval of September 14, 2021 City Council Meeting Minutes

The minutes were adopted.

4.B [21-0927](#) Approval of September 21, 2021 Study Session Meeting Minutes

The minutes were adopted.

4.C [21-0929](#) Approval of Bills and Payroll Certification

Payroll check numbers 93170 through 93178, 93215 through 93237, 93266 through 93285 and Direct Deposit transmissions: Total: \$5,110,773.26; Claim check numbers 3738067 through 3739375: Total: \$9,766,177.16.

The decision was adopted.

4.D [21-0924](#) Approval of a Resolution Setting a Billing Rate for Wholesale Water Provided to the Thurston Public Utility District

The resolution was adopted.

4.E [21-0919](#) Approval of a Resolution Authorizing a Partial Transportation and Park Impact Fee Exemption to Martin Way 1 LLLP for Property Located at 161 Pattison Street NE

The resolution was adopted.

4.F [21-0922](#) Approval of a Resolution Announcing Council's Intent to Hold a Public Hearing Concerning the Assumption of the Olympia Transportation Benefit District

The resolution was adopted.

4. SECOND READINGS (Ordinances)

4.G [21-0854](#) Approval of an Ordinance Amending Olympia Municipal Code Chapters 4.70 and 10.16 Relating to Residential Parking

The ordinance was adopted on second reading.

4.H [21-0856](#) Approval of an Ordinance Amending Olympia Municipal Code Chapter 9.62 Relating to Domestic Violence and Protective Orders

The ordinance was adopted on second reading.

4. FIRST READINGS (Ordinances)

- 4.I [21-0926](#) Approval of an Ordinance Amending OMC 13.04.390 Related to Water Meter Rates Outside City Limits

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

Approval of the Consent Agenda

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

Aye: 7 - Mayor Selby, Mayor Pro Tem Gilman, Councilmember Cooper, Councilmember Huỳnh, Councilmember Madrone, Councilmember Parshley and Councilmember Rollins

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A [21-0877](#) Approval of a Resolution Authorizing an Agreement to Transfer Primary Management and Control of Certain City-Owned Properties from the Olympia Public Works Department to the Olympia Parks, Arts and Recreation Department

Parks, Arts & Recreation Director Paul Simmons shared this would be Director of Parks Planning Jonathon Turlove's last Council meeting as he is retiring at the end of the month and thanked him for his service.

Mr. Turlove shared background on the resolution for the transfer of the primary responsibility for four properties from Public Works Department to the Parks Department. The properties are Black Lake Meadows, Taylor Wetlands, Yauger Wetlands and Indian Creek Stormwater Facility.

Councilmembers commented and asked clarifying questions.

Councilmember Cooper moved, seconded by Councilmember Parshley, to approve a resolution authorizing an agreement to transfer primary management and control of certain City-Owned Properties from the Olympia Public Works Department to the Olympia Parks, Arts and Recreation Department. The motion carried by the following vote:

Aye: 7 - Mayor Selby, Mayor Pro Tem Gilman, Councilmember Cooper, Councilmember Huỳnh, Councilmember Madrone, Councilmember Parshley and Councilmember Rollins

- 6.B [21-0931](#) Reimagining Public Safety Process Update

Strategic Planning & Performance Manager Stacy Ray gave an update on the Reimagining Public Safety process.

Councilmembers asked clarifying questions.

The report was received.

6.C [21-0934](#) 2022 Legislative Session Preparation

Legislative Liaison Susan Grisham and Contract Lobbyist Debora Munguia discussed the upcoming legislative session and facilitated a discussion about the Council's priorities for the upcoming session.

The discussion was completed.

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 Burney discussed an Arbor Day event on October 2. He also reported Arts Walk is occurring throughout the month of October.

9. ADJOURNMENT

The meeting adjourned at 9:50 p.m.



City Council

Approval of a Resolution Authorizing an Increase in City Staffing by One Full-Time Equivalent for a Firefighter/Paramedic

Agenda Date: 10/12/2021
Agenda Item Number: 4.B
File Number:21-0921

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

..Title

Approval of a Resolution Authorizing an Increase in City Staffing by One Full-Time Equivalent for a Firefighter/Paramedic

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution authorizing and increase in City staffing by one full-time equivalent (FTE) for a Firefighter/Paramedic for the Fire Department.

Report

Issue:

Whether the City Council should approve a resolution authorizing and increase in City staffing by one full-time equivalent for a Firefighter/Paramedic.

Staff Contact:

Debbie Sullivan, Assistant City Manager 360.753.8499

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The 2021 Operating Budget included revenue from Thurston County Medic One to support the hiring of one additional full-time equivalent (FTE) employee for a Firefighter/Paramedic.

Thurston County Medic One reimburses the City 80% of the costs for this position, whether the position is filled or not. The Fire Department has requested to recruit and hire this position in 2021. If Council approves the FTE, the Fire Department will proceed with recruiting and filling the position.

The 2021 revenue received from Medic One for this position is approximately \$112,000. The projected expense is \$51,000 which includes salary, benefits, equipment, and training. This position

will be included in the 2022 Operating Budget. The overall cost to the City for the additional position in 2022 is estimated to be \$30,000 which will be covered by the General Fund.

Neighborhood/Community Interests (if known):

Responding rapidly, with highly trained professionals to mitigate emergencies for the community is the primary mission of the Fire Department.

Options:

1. Approve the resolution authorizing and increase in City staffing by 1.0 FTE to add Firefighter/Paramedic position.
2. Do not approve the resolution authorizing an increase in City staffing by 1.0 FTE to add Firefighter/Paramedic position. The revenue for the new position was approved as part of the 2021 Operating Budget and staff will update the contract between Thurston County Medic One and the City.
3. Consider the resolution authorizing an increase in City staffing by 1.0 FTE to add a Firefighter/Paramedic position at another time.

Financial Impact:

Revenue of approximately \$112,000 was approved as part of the 2021 Operating Budget. The 2021 expense is projected to be approximately \$51,000 which will be allocated through the third quarter budget amendments. The 2022 Operating Budget will include both the revenue and expenses for the new position. The overall cost to the City for the additional position in 2022 is estimated to be \$30,000.

Attachments:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INCREASE IN CITY STAFFING BY ONE FULL-TIME EQUIVALENT FIREFIGHTER/PARAMEDIC POSITION TO SUPPORT EMERGENCY MEDICAL SERVICES IN THE CITY OF OLYMPIA AND THURSTON COUNTY

WHEREAS, Thurston County Medic One (Medic One) is supported by a county-wide levy in order to provide county-wide emergency medical services as provided by law; and

WHEREAS, the Intergovernmental Emergency Medical Services (EMS) Contract (the Contract) between Thurston County (the County) and the City of Olympia (the City) provides that the City will perform emergency medical services requiring specialized skills and other supportive capabilities for Medic One; and

WHEREAS, the Contract also provides that the County will reimburse the City for 80% of the costs for one Firefighter/Paramedic position; and

WHEREAS, the City of Olympia 2021 Operating Budget includes revenue from Thurston County Medic One to support the hiring of one additional full-time equivalent (FTE) employee for a Firefighter/Paramedic; and

WHEREAS, an additional FTE Firefighter/Paramedic position will also support the Olympia Fire Department's increased call volume, which may result in an overall decrease in overtime costs; and

WHEREAS, the overall cost to the City for the additional Firefighter/Paramedic position in 2022 will be supported by the General Fund;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE that the increase in City staffing by one full-time equivalent for a Firefighter/Paramedic position with funding supported by the General Fund is hereby approved.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY



City Council

Approval of a Resolution Consenting to Boardwalk Associates' Assignment of its Interest and Obligations in a Right-of-Way Use Agreement and Maintenance Agreement to DKS Boardwalk, LLC, and Consenting to DKS Boardwalk, LLC's Collateral Assignment of the Right-of-Way Use Agreement and Maintenance Agreement to Washington Business Bank

Agenda Date: 10/12/2021
Agenda Item Number: 4.C
File Number:21-0923

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

Title

Approval of a Resolution Consenting to Boardwalk Associates' Assignment of its Interest and Obligations in a Right-of-Way Use Agreement and Maintenance Agreement to DKS Boardwalk, LLC, and Consenting to DKS Boardwalk, LLC's Collateral Assignment of the Right-of-Way Use Agreement and Maintenance Agreement to Washington Business Bank

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution consenting to Boardwalk Associates' assignment of a Right-of-Way Use Agreement and Maintenance Agreement to DKS Boardwalk, LLC, and approving DKS Boardwalk, LLC's collateral assignment of the Right-of-Way Use Agreement and Maintenance Agreement to Washington Business Bank.

Report

Issue:

Whether to approve Boardwalk Associates' assignment of the Right-of-Way Use and Maintenance Agreements to DKS Boardwalk, LLC, and DKS Boardwalk, LLC's collateral assignment of those agreements to Washington Business Bank.

Staff Contact:

Rich Hoey, P.E., Public Works Director, 360.753.8495
Laura Keehan, Parks Planning and Design Manager, Parks Arts and Recreation Department, 360.570.5855

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Boardwalk Associates, Inc., has a Right-of-Way Use Agreement with the City, by which Boardwalk Associates is permitted to maintain a structure and related appurtenances within the Columbia Street right-of-way. The structure, located at 525 Columbia Street NW, currently contains the Budd Bay Café Restaurant.

The City Council authorized the current Right-of-Way Use Agreement in 2020. This replaced a prior agreement dating back to 1987.

The Boardwalk Associates and the City have a separate Maintenance Agreement, also executed in 2020, which governs the parties' cooperation in, and the sharing of costs for common, shared elements of the Percival Landing facility.

Boardwalk Associates has notified the City that it intends to sell its fee interest in the structure and appurtenances to DKS Boardwalk, LLC. Dannielle Knutson, owner of the Budd Bay Café, is the sole member of DKS Boardwalk, LLC. Consistent with the sale of property, Boardwalk Associates intends to assign its interests and obligations under the Right-of-Way Use and Maintenance Agreements to DKS Boardwalk, LLC. Such assignment requires the City's consent.

In addition, DKS Boardwalk, LLC intends to collaterally assign the interests it will obtain in the Right-of-Way Use Agreement and the Maintenance Agreement to Washington Business Bank in order to secure financing for its purchase of the building. By DKS Boardwalk, LLC collaterally assigning its interests in the agreements, Washington Business Bank will establish a security interest in DKS Boardwalk, LLC's interest in those agreements. Under this arrangement, should DKS Boardwalk, LLC default in its obligations to Washington Business Bank, the Bank will be permitted to foreclose on DKS Boardwalk, LLC's interest in the agreements, and eventually transfer that interest, subject to City approval. This collateral assignment also requires the City's consent.

Neighborhood/Community Interests (if known):

The ROW Use Agreement provides value back to the citizens of Olympia for use of public right-of-way. The Maintenance Agreement also provides for cooperation and sharing of costs for maintenance of Percival Landing. However, it is not expected that approval of the assignment or collateral assignment as requested will have any impact on the City's receipt of this value.

Options:

1. Approve a Resolution authorizing the City Manager to sign the Assignment Agreement and Collateral Assignment Agreement. These assignments allow the sale of the property to proceed as planned.
2. Modify either or both agreements to address Council concerns.
3. Do not approve the Assignment Agreements. According to the Right-of-Way Use Agreement, "consent may not be unreasonably withheld if the assignee is a purchaser for value of the structure and appurtenances."

Financial Impact:

The City will continue to receive \$4,887.06 annually for the use of City Right-of-Way, with a 4% annual inflation factor. The Maintenance Agreement also provides for some sharing of costs related to maintenance of Percival Landing.

Attachments:

Resolution

Assignment Agreement

Collateral Assignment Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, CONSENTING TO BOARDWALK ASSOCIATES' ASSIGNMENT OF ITS INTEREST AND OBLIGATIONS IN A RIGHT-OF-WAY USE AGREEMENT WITH THE CITY AND A MAINTENANCE AGREEMENT WITH THE CITY TO DKS BOARDWALK, LLC, AND CONSENTING TO DKS BOARDWALK, LLC'S COLLATERAL ASSIGNMENT OF THE RIGHT-OF-WAY USE AGREEMENT AND MAINTENANCE AGREEMENT TO WASHINGTON BUSINESS BANK.

WHEREAS, Boardwalk Associates Co-Tenancy Investors ("Boardwalk Associates") has a Right-of-Way Use Agreement with the City, by which Boardwalk Associates is permitted to maintain a structure and related appurtenances within a certain portion of the Columbia Street right-of-way, southerly of Corky Avenue and northerly of Olympia Avenue; this structure currently houses Budd Bay Cafe; and

WHEREAS, this Right-of-Way Use Agreement was executed by Boardwalk Associates and the City in 2020 (this Right-of-Way Use Agreement replaced a previous right-of-way use agreement that had been entered into by Boardwalk Associates and the City in 1987); and

WHEREAS, the Right-of-Way Use Agreement provides that the Right-of-Way Use Agreement may be assigned by Boardwalk Associates to any successor in interest taking fee ownership of Boardwalk Associates' structure and appurtenances. To secure a release from liability under this Agreement, Boardwalk Associates is obligated to advise the City of such change or assignment and secure the City's consent in writing to the assignment of this Agreement. Such consent may not be unreasonably withheld if the assignee is a purchaser for value of the structure and appurtenances.

WHEREAS, Boardwalk Associates and the City have a separate Maintenance Agreement, executed in 2020, which governs the parties' cooperation in, and sharing in the costs of, maintaining and repairing certain common, shared elements of the Percival Landing facility; and

WHEREAS, Boardwalk Associates has notified the City that it intends to sell its fee interest in the structure and appurtenances subject to the Right-of-Way Use Agreement to DKS Boardwalk, LLC (who will be a purchaser for value of the structure and appurtenances) and has notified the City of its intent to assign its interests and obligations in the Right-of-Way Use Agreement and the Maintenance Agreement to DKS Boardwalk, LLC, and has requested that the City give its consent to these assignments; and

WHEREAS, in order to finance its purchase from Boardwalk Associates, it is necessary for DKS Boardwalk, LLC to collaterally assign the interest it will acquire in the Right-of-Way Use Agreement and the Maintenance Agreement to its lender, Washington Business Bank, which will establish a security interest in DKS Boardwalk, LLC's interest in those agreements; under this arrangement, should DKS Boardwalk, LLC default in its obligations to Washington Business Bank, the Bank will be permitted to foreclose on DKS Boardwalk, LLC's interest in the agreements, and eventually transfer that interest, subject to City approval; and

WHEREAS, the City's consent to both the primary assignments and the collateral assignments will facilitate the sale of the building housing Budd Bay Café, in furtherance of the operation of the restaurant, which is a thriving, locally owned business, a community institution, and an employer of dozens of local residents; and

WHEREAS, there is no apparent reason why the City should withhold consent to these assignments.

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

1. The City of Olympia consents to Boardwalk Associates' assignment of its interests and obligations under the Right-of-Way Use Agreement and Maintenance Agreement to DKS Boardwalk, LLC.
2. The City of Olympia consents to DKS Boardwalk, LLC's collateral assignment to Washington Business Bank of the interest it will acquire from Boardwalk Associates in the Right-of-Way Use Agreement and the Maintenance Agreement.
3. The City of Olympia fully releases Boardwalk Associates from any further obligation or liability under the Right-of-Way Use Agreement and the Maintenance Agreement as of the Effective Date of the assignment of these two agreements.
4. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Assignment of Right-of-Way Use Agreement and Assignment of Maintenance Agreement Assignment and any other documents necessary to effectuate such assignments, and to make any minor modifications as may be required and are consistent with the consent to assignment, or to correct any scrivener's errors.
5. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Collateral Assignment of Agreements and Subordination and any other documents necessary to effectuate such collateral assignments, and to make any minor modifications as may be required and are consistent with the consent to collateral assignment, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

AFTER RECORDING RETURN TO:

DKS Boardwalk, LLC
1801 Marigold St. NW
Olympia, WA 98502
Attention: Dannielle Knutson

ASSIGNMENT OF
RIGHT-OF-WAY USE AGREEMENT
AND
OF MAINTENANCE AGREEMENT

Assignor:	Boardwalk Associates Co-Tenancy Investors
Property Owner:	City of Olympia, a Washington municipal corporation
Assignee:	DKS Boardwalk, LLC, a Washington limited liability company
Abbreviated Legal Description:	PTN. SW1/4 NW1/4, Section 14, Township 18 North, Range 2 West, W.M.
Property Tax Parcel No.:	91000900100
Auditor's Reference No.:	4805913

THIS ASSIGNMENT OF RIGHT-OF-WAY USE AGREEMENT AND OF MAINTENANCE AGREEMENT (“**Assignment**”) is made and entered into as of the date of the last signature of the Parties below (“**Effective Date**”), by and among DKS BOARDWALK, LLC, a Washington limited liability company (“**DKS**”) as Assignee, Boardwalk Associates Co-Tenancy Investors (“**Boardwalk**”), as Assignor, and the City of Olympia, a Washington municipal corporation (“**Olympia**”). DKS, Boardwalk and Olympia are referred to collectively herein as “Parties”. Boardwalk is a Co-Tenancy and not a general partnership.

RECITALS

- A. Within the City of Olympia, there is a platted right-of-way known as Columbia Street, southerly of Corky Avenue and northerly of Olympia Avenue.
- B. Boardwalk owns a two-story building and related appurtenances (collectively “**Building**”) within a certain portion of the Columbia Street right-of-way.
- C. The Building is separately and independently owned by Boardwalk as personal property and is separate from the underlying real property. The Building is commonly known as 525 Columbia Street NW, Olympia, Thurston County, Washington, Thurston County Tax Parcel No. 91000900100.
- D. Olympia and Boardwalk entered into a Right-of-Way Use Agreement (“**Use Agreement**”) dated October 7, 2020. This Use Agreement provides the terms by which Boardwalk is entitled to use the Permitted Use Area (defined below) for the Building.
- E. Olympia has determined that the Permitted Use Area of the Columbia Street right-of-way is approximately 20 feet by 140 feet, or a total of 2,820 square feet (“**Permitted Use Area**”). The Permitted Use Area is described and depicted in Exhibit 1 of the Use Agreement. A true and correct copy of the Use Agreement is attached hereto as *Schedule A*.
- F. The Use Agreement may be assigned according to its terms. To secure Boardwalk’s release of liability under the Use Agreement, Olympia must consent in writing to the assignment of the Use Agreement. Olympia may not unreasonably withhold its consent if the Assignee is a purchaser for value of the Building.
- G. In addition, and due to the fact that the Percival Landing Boardwalk and the Building are adjacent to one another and structurally connected, Boardwalk and Olympia entered into a separate Maintenance Agreement dated October 28, 2020 (“**Maintenance Agreement**”). The Maintenance Agreement provides the terms by which Olympia and Assignor will cooperate in, and share in the costs of, maintaining certain elements of the infrastructure described therein. The Maintenance Agreement is, by its terms, binding on the successor or assigns of the Parties to it. A true and correct copy of the Maintenance Agreement is attached hereto as *Schedule B*.
- H. Boardwalk and Dannielle Knutson, an unmarried person, (“**Knutson**”) are the Parties to that certain Commercial & Investment Real Estate Purchase & Sale Agreement dated July 14, 2021, whereby Knutson is purchasing the Building from Boardwalk on the terms and conditions set forth therein. Knutson has assigned her interest under this purchase and sale agreement to DKS. Knutson is the sole Member of DKS.
- I. Knutson is the majority owner and operator of the Budd Bay Café restaurant. Budd Bay Café is located in and currently operating out of the Building. Ms. Knutson is also a longtime owner of two other restaurants located in Thurston County, Washington.
- J. As part of the sale of the Building, Boardwalk desires to assign all of its rights, obligations, and interest in, to and under the Use Agreement and the Maintenance Agreement to DKS on the following terms and conditions.

- K. Olympia desires to consent to such assignment.
- L. Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Use Agreement and the Maintenance Agreement.

AGREEMENT

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

1. Assignment. Effective as of the Effective Date, Boardwalk hereby assigns and transfers to DKS all of Boardwalk's rights, obligations, and interest in, to and under the Use Agreement and the Maintenance Agreement.

2. Assumption. DKS hereby accepts such assignment and assumes all obligations of Boardwalk from and after the Effective Date under the Use Agreement and the Maintenance Agreement.

3. Estoppel by Olympia. Olympia certifies that (i) as of the Effective Date it is not aware of any breach of the Use Agreement and/or the Maintenance Agreement that has been committed by Boardwalk; (ii) a complete and correct copy of the Use Agreement is attached hereto as *Schedule A*; and (iii) a complete and correct copy of the Maintenance Agreement is attached hereto as *Schedule B*.

4. Consent of Olympia. Olympia hereby consents to the assignment of the Use Agreement and the Maintenance Agreement effected by this Assignment.

5. Release of Liability by Olympia. Olympia hereby fully releases Boardwalk from any further obligation or liability under the Use Agreement and the Maintenance Agreement as of the Effective Date.

6. Successors and Assigns. All of the terms, covenants and conditions set forth herein shall be binding upon the Parties hereto, and inure to the benefit of, the Parties hereto and their respective successors and assigns.

7. Effective Date. This Assignment shall become effective as of the Effective Date.

8. Counterpart Execution. This Assignment may be executed on separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same Assignment and shall become effective when one or more counterparts have been executed by each of the Parties hereto and delivered to the others. This Assignment, to the extent signed and delivered by means of a facsimile machine or sent as a PDF document by email, shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. An Electronic or digital signature on this Assignment shall be deemed the same as an original signature in ink.

IN WITNESS WHEREOF, the Parties have executed this Assignment of Right-of-Way Use Agreement and of Maintenance Agreement to be effective as of the Effective Date set forth above.

ASSIGNOR:

BOARDWALK ASSOCIATES CO-TENANCY INVESTORS

By: Patrick C. Rants, as President of Evergreen
Olympic Properties, Inc. dba the Rants Group
Their: Authorized Representative

Date: _____

ASSIGNEE:

DKS BOARDWALK, LLC

By: Dannielle Knutson
Its: Sole Member

Date: _____

OLYMPIA:

CITY OF OLYMPIA

By: _____
Its: _____

Date: _____

Approved as to form:

Michael M. Young

By: Michael M. Young
Its: Deputy City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Patrick C. Rants is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as an Authorized Representative of the Boardwalk Associates Co-Tenancy Investors, to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

Dated: _____, 2021.

Notary Public in and for the state of Washington.
Residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Dannielle Knutson is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Sole Member for DKS Boardwalk, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2021.

Notary Public in and for the state of Washington.
Residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ for the City of Olympia, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2021.

Notary Public in and for the state of Washington.
Residing at: _____
My Commission Expires: _____

Schedule A
The Use Agreement

**RIGHT-OF-WAY USE AGREEMENT
BETWEEN THE CITY OF OLYMPIA
AND BOARDWALK ASSOCIATES**

THIS AGREEMENT is made and entered into as of the date of the last signature affixed hereto, by and between the City of Olympia, a Washington municipal corporation (“Olympia”) and Boardwalk Associates, a Washington general partnership (“Boardwalk Associates”) (jointly “the Parties”). This Agreement is intended to provide the terms by which Boardwalk Associates may use certain City right-of-way for its structure and attached appurtenances.

RECITALS

1. There exists within the City of Olympia a platted right-of-way known as Columbia Street, southerly of Corky Avenue and northerly of Olympia Avenue.
2. In June 1987, Olympia and Boardwalk Associates entered into a Right-Of-Way Use Agreement that allowed Boardwalk Associates to place a structure and appurtenances within a certain portion of the Columbia Street right-of-way. The term of that agreement was for 30 years and expired on February 28, 2017.
3. Boardwalk Associates is interested in a new Right-Of-Way Use Agreement that would allow continued placement of its existing structure and attached appurtenances within the Columbia Street right-of-way.
4. Olympia has determined the right-of-way use area for the existing structure and attached appurtenances is approximately 20 feet by 140 feet, or a total of 2,820 square feet.
5. Olympia has determined that continued use of the structure and attached appurtenances within the Columbia Street right-of-way is acceptable subject to the conditions within this Agreement.
6. Boardwalk Associates holds a sublease for certain Department of Natural Resources (DNR) aquatic lands; Wedell A. Berg, Jr. is the lessee of those DNR aquatic lands and subleases them to Boardwalk Associates. In August 1987, Boardwalk Associates granted the City of Olympia an easement over part of their subleased aquatic lands for a pedestrian boardwalk adjacent to its building. This boardwalk is part of the broader Percival Landing. The term of the easement was for 30 years and expired in 2017.

7. Rather than continuing with an easement from Boardwalk Associates for the Percival Landing boardwalk, Olympia is entering into a sublease directly with Berg for use of that portion of Berg's leased aquatic lands utilized by the City for the Percival Landing Boardwalk.
8. Olympia and Boardwalk Associates have a mutual interest in Percival Landing being maintained for public access and use.

AGREEMENT

1. Olympia hereby grants to Boardwalk Associates the right to temporarily use the Columbia Street right-of-way, as described in Exhibit 1, for use of an existing structure and attached appurtenances.
2. The term of this Agreement is for 30 years from the date of this Agreement.
3. In consideration therefor, Boardwalk Associates shall annually pay to Olympia, on or before November 1 of each year, the amount of Four Thousand Eight Hundred Eighty Seven Dollars and Six Cents (\$4,887.06), plus Washington State Leasehold Tax, if any. Said amount will be proportionately discounted or reimbursed if this Agreement is terminated within any year prior to November 1. At Boardwalk Associates' option, the above amount may be paid in two installments, to wit, Two Thousand Four Hundred Forty Three Dollars and Fifty Three Cents (\$2,443.53) on November 1 and May 1 of each year. The payment will be adjusted with a 4% annual escalation on November 1.
4. Boardwalk Associates shall maintain the existing structure and attached appurtenances (as defined in Exhibit 1) at its own expense and shall maintain said facilities in good repair. Olympia is not liable for any costs or expense of construction, maintenance, or otherwise for the existing structure and attached appurtenances by reason of this Agreement. Olympia and Boardwalk Associates may by separate agreement agree to coordinate and share in the costs of maintenance of shared elements of Boardwalk Associates' structure and Olympia's boardwalk.
5. Olympia does not warrant that the portion of the structure within the Columbia Street right-of-way will be available in the event of sea level rise and associated potential flooding. This Agreement creates no obligation for Olympia to take any remedial action to allow for on-going use of the structure and attached appurtenances. Boardwalk Associates is solely responsible for and shall bear any loss of use of the structure or attached appurtenances.
6. Olympia may construct underground utilities through the entire length and breadth of the Columbia Street right-of-way, but shall, upon completion of any such

construction during the term of this Agreement, restore the site to the condition created by Boardwalk Associates.

7. Boardwalk Associates shall not object to Olympia's direct negotiations of a lease with Berg for the portion of Percival Landing adjacent to Boardwalk Associates' structure, utilized by Olympia for a portion of the Percival Landing boardwalk (shown as "Boardwalk Area" in Exhibit 1).
8. Boardwalk Associates shall maintain its outdoor seating area in a manner that complies with Olympia's agreement with the state Recreation and Conservation Office for the construction of Percival Landing (RCO Agreement 84-002D including amendments).
9. Boardwalk Associates, and its successors or assigns, shall defend, indemnify, and hold Olympia harmless from any claim, suit, action, damages, liability, or expense incurred by reason of Boardwalk Associates' design, construction, use, repair, or maintenance of the structure and appurtenances. The intent of this paragraph is that Boardwalk Associates, and its successors or assigns, will have full, complete, and exclusive care, maintenance, and responsibility for the premises, the structure and appurtenances, and its design, construction and use; therefore, ensuring that Olympia will incur no expense or liability by reason of Boardwalk Associates' use of the Columbia Street right-of-way which is the subject of this Agreement. Boardwalk Associates shall maintain insurance in sufficient amounts to ensure liability coverage in an amount not less than \$1,000,000 per occurrence.
10. This Agreement may be assigned by Boardwalk Associates to any successor in interest taking fee ownership of Boardwalk Associates' structure and appurtenances. To secure a release from liability under this Agreement, Boardwalk Associates shall advise Olympia of such change or assignment and secure Olympia's consent in writing to the assignment of this Agreement. Such consent may not be unreasonably withheld if the assignee is a purchaser for value of the structure and appurtenances.
11. This Agreement is in all respects, governed by the laws of the State of Washington. If it is necessary to enforce any of the terms of this Agreement, any action must be brought in Thurston County Superior Court for the State of Washington.
12. Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit is entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.
13. This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and any and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their

entirety and are of no further force or effect. The Parties do not intend to confer any benefit under this Agreement to any person, firm, corporation, or entity other than the Parties.

- 14. This Agreement may not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it.
- 15. If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, is not affected thereby; and each such term and provision of this Agreement is valid and must be enforced to the fullest extent permitted by law.
- 16. The Recitals set forth above are incorporated by this reference into this Agreement and are made a part hereof.

CITY OF OLYMPIA

I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Right-of-Way Use Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.

Steven J. Burney
 Steven J. Burney
 City Manager

10/07/2020
 Date

Approved as to form:

Michael M. Young
 Deputy City Attorney

BOARDWALK ASSOCIATES

I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Right-of-Way Use Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.

Patrick Rants
 Patrick Rants, Boardwalk Associates

09/25/2020
 Date

EXHIBIT 1

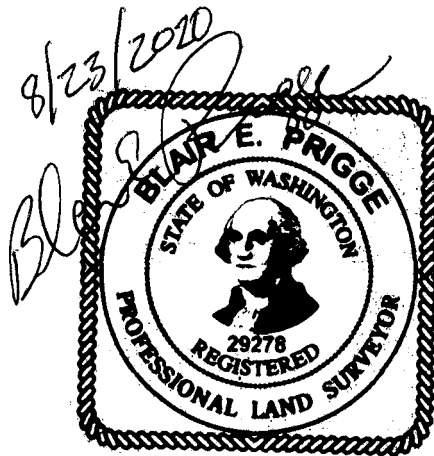
BOARDWALK ASSOCIATES
RIGHT-OF-WAY USE AGREEMENT DESCRIPTION

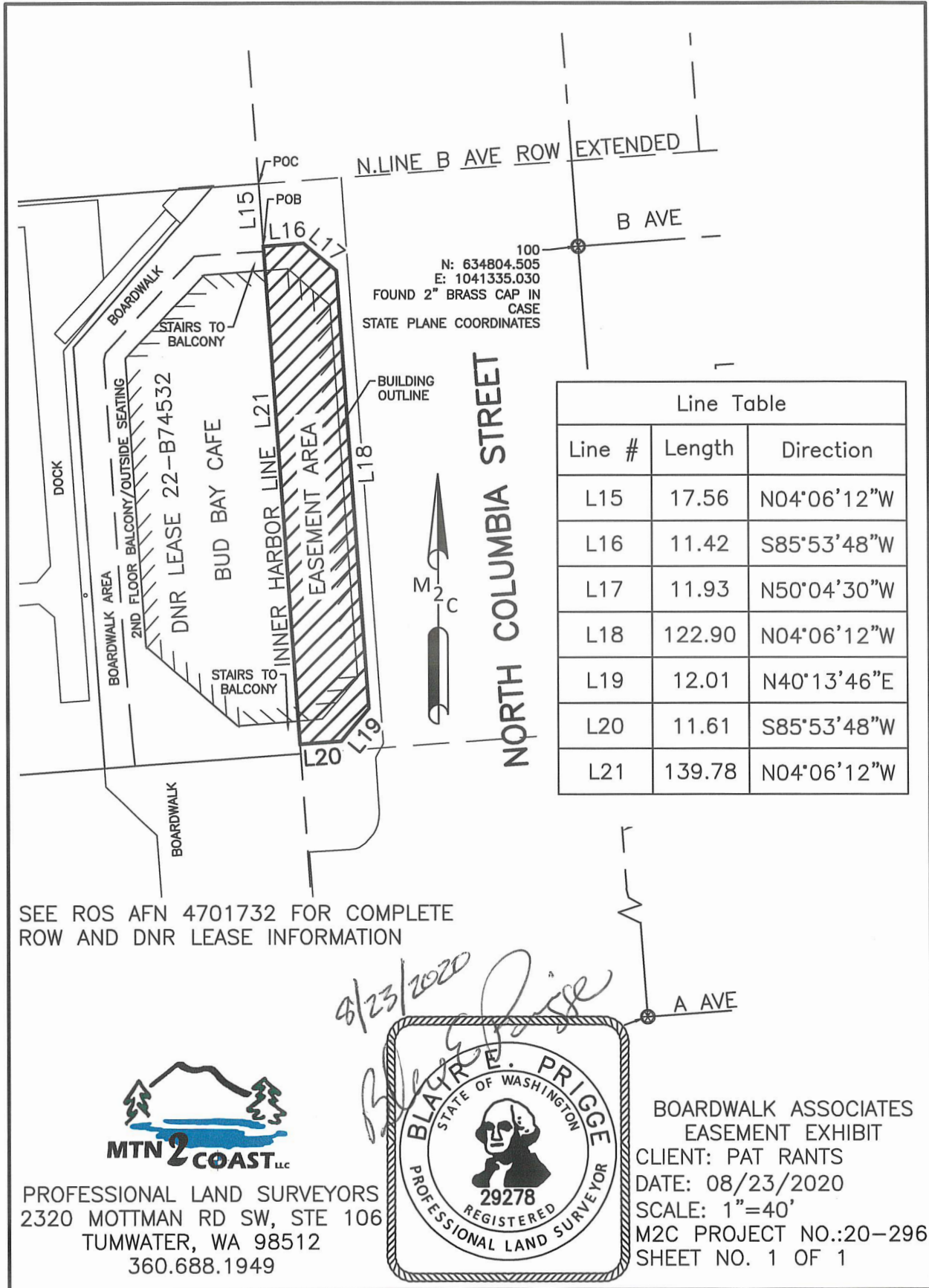
THAT PORTION OF NORTH COLUMBIA STREET ABUTTING THE OLYMPIA HARBOR AREA, FRONTING LOTS 1 AND 2 OF BLOCK 2 AND B AVENUE WEST, AS SHOWN ON THE OFFICIAL MAPS OF THE OLYMPIA TIDE LANDS ON FILE WITH THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON, **COMMENCING** AT A POINT ON THE INNER HARBOR LINE AT THE INTERSECTION OF THE EXTENDED NORTH LINE OF SAID B AVENUE WEST; THENCE ALONG THE INNER HARBOR LINE, SOUTH 04°06'12" EAST, 17.56 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 85°53'48" EAST, 11.42 FEET; THENCE SOUTH 50°04'30" EAST, 11.93 FEET; THENCE SOUTH 04°06'12" EAST, 122.90 FEET; THENCE SOUTH 40°13'46" WEST, 12.01 FEET; THENCE SOUTH 85°53'48" WEST, 11.61 FEET TO SAID INNER HARBOR LINE; THENCE ALONG SAID INNER HARBOR LINE NORTH 04°06'12" WEST, 139.78 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 2,724 SQUARE FEET, MORE OR LESS;

SITUATE IN THE CITY OF OLYMPIA, THURSTON COUNTY, WASHINGTON.

Prepared by: Blair E. Prigge, PLS
MTN2COAST, LLC
360.688.1949
8/23/2020
20-296





Schedule B
The Maintenance Agreement

**MAINTENANCE AGREEMENT
BETWEEN THE CITY OF OLYMPIA
AND BOARDWALK ASSOCIATES.**

THIS AGREEMENT is made and entered into the 28th day of October, 2020, by and between the City of Olympia, a Washington municipal corporation (“Olympia”) and Boardwalk Associates, a Washington general partnership (“Boardwalk Associates”) (jointly “the Parties”). This Agreement is intended to provide the terms by which the Olympia and Boardwalk Associates will cooperate in, and share in the costs of, maintaining certain elements of the infrastructure described below.

Background

1. Boardwalk Associates subleases certain aquatic lands from Wedell A. Berg, Jr., who holds a lease for aquatic lands from the Washington Department of Natural Resources (DNR). Boardwalk Associates and Olympia also have a right-of-way use agreement allowing Boardwalk Associates to use a portion of the City’s Columbia Street right-of-way. Boardwalk Associates owns a building and associated appurtenances which are partly on aquatic lands leased from Berg and partly on Olympia’s right-of-way, under the right-of-way use agreement between Olympia and Boardwalk Associates. Boardwalk Associate’s sublease area is shown and described in Exhibit A.
2. Olympia is subleasing from Berg another portion of Berg’s aquatic lands that he leases from DNR for Olympia’s Percival Landing boardwalk and associated facilities. Olympia’s sublease area is shown and described in Exhibit B.
3. Certain portions of Boardwalk Associates’ building and associated appurtenances and Olympia’s Percival Landing boardwalk and associated facilities are structurally connected.
4. Given this structural connection, the parties wish to cooperate in, and as appropriate share in the cost of, maintaining their respective infrastructure.

Therefore, the parties agree as follows:

Agreement

1. Infrastructure maintenance responsibilities:
 - a. Except as provided in c, below, the City shall maintain and repair as necessary its sublease area, including that area designated as Percival Landing and the handrail along the water side of the landing.

- b. Except as provided in c, below, Boardwalk Associates shall maintain and repair as necessary its sublease area.
 - c. Maintenance of or repair to a shared structure (a structure that support both facilities in Olympia's sublease area and facilities in Boardwalk Associate's sublease area) will be jointly completed by Olympia and Boardwalk Associates, with the costs of such maintenance or repair proportionally shared based upon a square footage of the area supported by structure requiring maintenance or repair.
 - d. The necessity of and responsibility for maintenance of or repair to a shared structure will be determined by agreement of the parties or through structural engineering inspection initiated by either party. The party undertaking such inspection will provide a copy of any inspection report to the other party and allow receiving party to accept the determination or hire a structural engineer to dispute the initiating party's findings. Any dispute over the necessity of and responsibility for maintenance or repairs must be resolved as provided in section 3 below.
2. Payment for shared maintenance or repair costs: When one party performs maintenance or repairs, or incurs maintenance or repair expenses, for a shared structure, that party shall send an invoice to the other party for that other party's share of the maintenance or repairs. The invoice must detail the costs and expenses incurred. The other party shall pay their share of the costs of the maintenance or repair within 30 days of receipt of the invoice. Any dispute over maintenance or repair costs incurred by one party must be resolved as provided in section 3 below.
3. Dispute resolution: Any dispute related to this Agreement must be resolved as follows:
 - a. The parties will attempt to settle any dispute arising out of or related to this Agreement through consultation and negotiation in good faith in a spirit of mutual cooperation. Such matters will be initially addressed by the Parks Director of Olympia and the Manager of Boardwalk Associates, who shall attempt to resolve the dispute through good faith negotiations by telephone or in person as may be agreed. If they fail to resolve the dispute within 30 days after either party notifies the other of the dispute, then the matter will be escalated to the City Manager of Olympia and the Manager of Boardwalk Associates or their designees for resolution. They will use attempt to resolve the dispute through good faith negotiations by telephone or in person as may be agreed. If they fail to resolve the dispute within 30 days after it is referred to them and do not mutually agree to extend the time for negotiation, then the dispute will be submitted to mediation under subsection b, below.
 - b. If a dispute is not resolved as provided in subsection a, above, then the parties shall proceed to mediation before mediator selected by agreement of the parties.

Each party shall bear an equal share of the mediation costs unless the parties agree otherwise.

- c. If and only if the parties do not resolve the dispute through mediation under subsection b, above, the parties may proceed to litigate the dispute in Thurston County superior court.
4. Term and termination: The term of this Agreement begins on the date of last signature and continues for 30 years, unless earlier terminated. This Agreement will earlier terminate automatically if the parties' structures that are structurally connected cease to be so connected, or if such structures cease to exist. Otherwise, this Agreement may be earlier terminated only by mutual agreement of the parties.
 5. Other matters:
 - a. This Agreement is binding on any successor or assign of a party.
 - b. This Agreement is governed by the laws of the State of Washington. If it is necessary to enforce any of the terms of this Agreement, any action must be brought in Thurston County Superior Court for the State of Washington.
 - c. Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit is entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.
 - d. This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and any and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The Parties do not intend to confer any benefit under this Agreement to any person, firm, corporation, or entity other than the Parties.
 - e. This Agreement may not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it.
 - f. If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, is not affected thereby; and each such term and provision of this Agreement is valid and must be enforced to the fullest extent permitted by law.
 - g. This Agreement may be modified or amended only by written agreement, signed by both parties.

- h. Notices: Any notice require to be given related to this Agreement must be sent to:

For the City of Olympia:
Olympia Parks, Arts & Recreation
Attn: Parks Director
PO Box 1967
Olympia, WA 98507-1967

For Boardwalk Associates
The Rants Group
724 Columbia St. NW
Suite 140
Olympia, WA 98501

Signed

CITY OF OLYMPIA

Signature: Steven J Burney
Steven J. Burney, City Manager

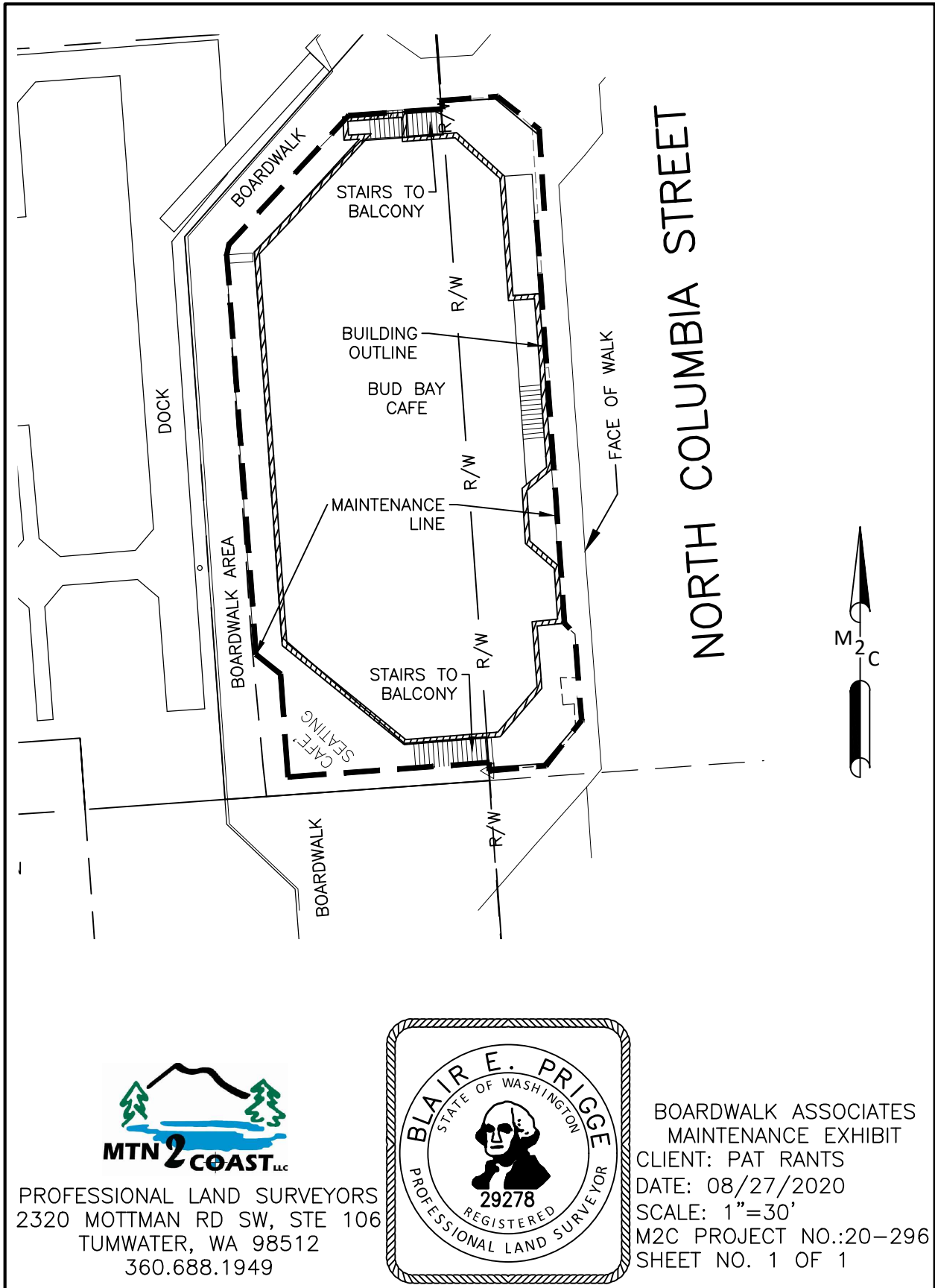
Approved as to form:

Michael M. Young
Deputy City Attorney

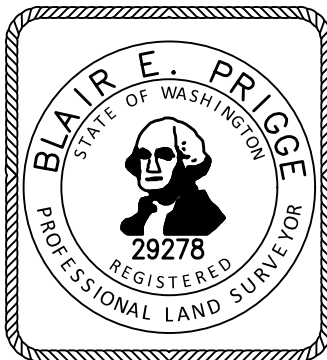
BOARDWALK ASSOCIATES

Signature: Pat Rants
Pat Rants, the Rants Group

EXHIBIT A



PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360.688.1949



BOARDWALK ASSOCIATES
MAINTENANCE EXHIBIT
CLIENT: PAT RANTS
DATE: 08/27/2020
SCALE: 1"=30'
M2C PROJECT NO.:20-296
SHEET NO. 1 OF 1

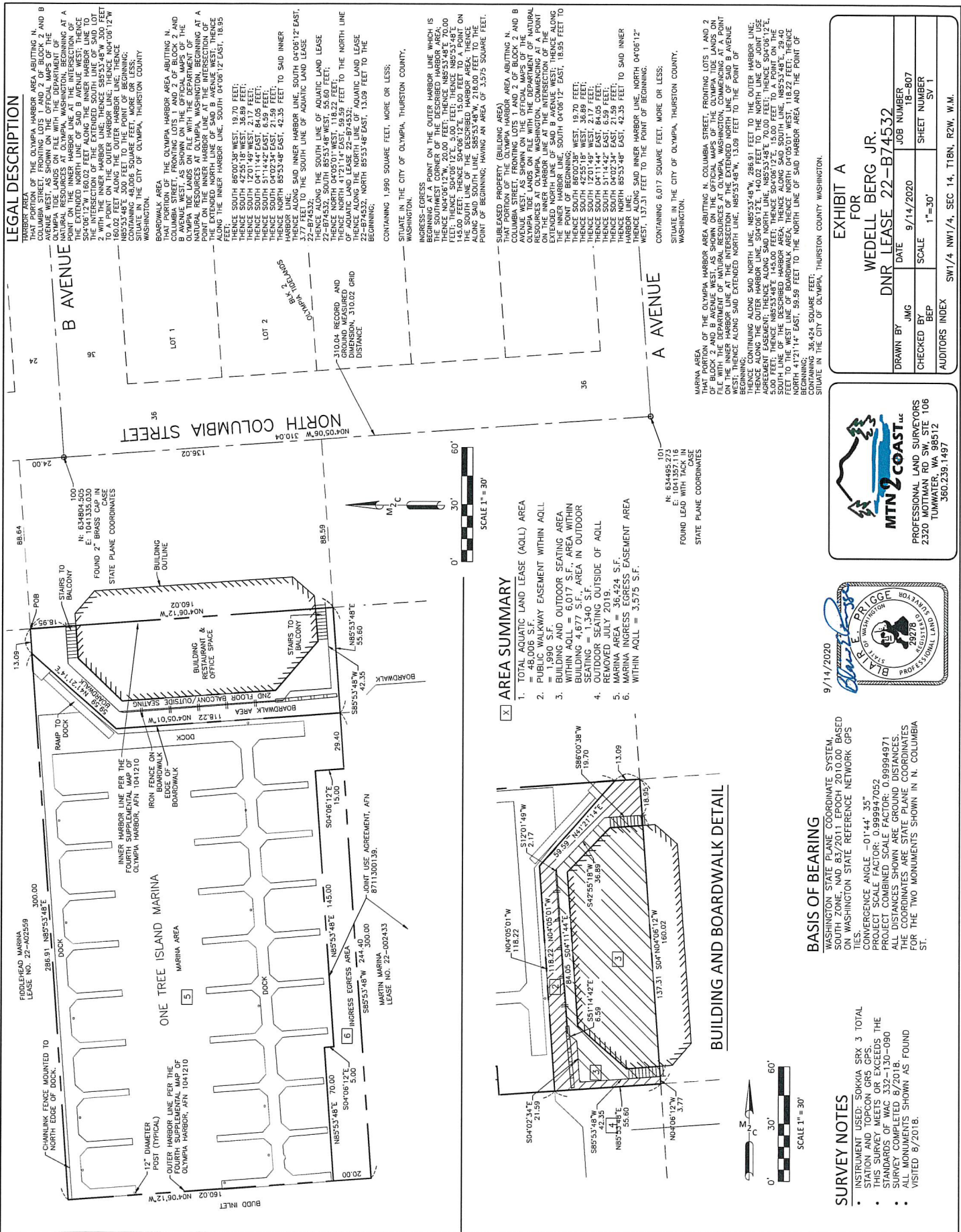


EXHIBIT A

FOR

WEDELL BERG JR.

DNR LEASE 22-874532

DRAWN BY	JMG	DATE	9/14/2020	JOB NUMBER	18-807
CHECKED BY	BEP	SCALE	1"=30'	SHEET NUMBER	SV 1
AUDITORS INDEX				SW1/4 NW1/4, SEC 14, T18N, R22W, W.M.	

MTN 2 COAST LLC

PROFESSIONAL LAND SURVEYORS

2320 MOTTMAN RD SW, STE 106

TUMWATER, WA 98512

360.239.1497

BLAKE PRIGGE

STATE OF WASHINGTON

PROFESSIONAL LAND SURVEYOR

9/14/2020

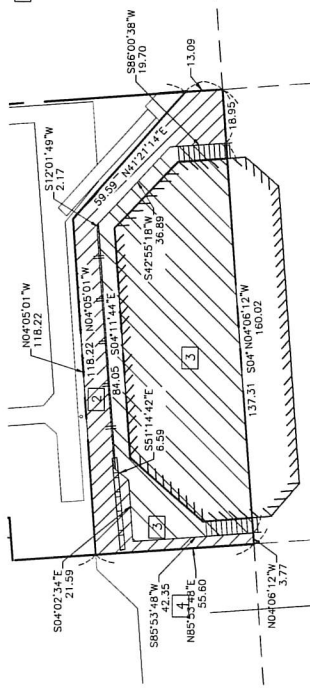
BASIS OF BEARING

WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83/2011 EPOCH 2010.00 BASED ON WASHINGTON STATE REFERENCE NETWORK GPS TIES. REFERENCE ANGLE - 01°44' 35"

SURVEY NOTES

- INSTRUMENT USED: SOKKIA SRX 3 TOTAL STATION AND TOPCON GRS GPS. CPFS STANDARDS OF WAS 379-130-090
- SURVEY COMPLETED 8/2018
- ALL MONUMENTS SHOWN AS FOUND VISITED 8/2018.

BUILDING AND BOARDWALK DETAIL



AFTER RECORDING RETURN TO:

Washington Business Bank
223 5th Avenue SW
Olympia, WA 98501

**COLLATERAL ASSIGNMENT OF AGREEMENTS
AND SUBORDINATION**

Property Owners: Washington State, acting through its Department of Natural Resources;
City of Olympia, a municipal corporation;

Sublandlord: Wedell A. Berg, Jr., a single individual (as to Sublease);

Subtenant: DKS Boardwalk, LLC, a Washington limited liability company

Abbreviated Legal Description: PTN. HARBOR AREA OLYMPIA TIDELANDS

Additional Legal: Exhibit A, page 15

Tax Parcel No.: 91000900100

Auditor's Reference No.: 4793145; _____

DKS BOARDWALK, LLC, a Washington limited liability company ("Borrower"), WEDELL A. BERG, JR., a single individual ("Berg"), and the CITY OF OLYMPIA, a municipal corporation ("Olympia") enter into this Collateral Assignment of Agreements and Subordination ("Agreement") in favor of Washington Business Bank, a Washington banking corporation (the "Lender") on _____, 2021 and agree as follows:

RECITALS

Washington State, acting through its Department of Natural Resources (“State”) owns the Property legally described on *Exhibit A* and shown as One Tree Island Marina in that Record of Survey recorded in Thurston County, Washington on August 21, 2019, under Auditor’s File No. 4701732 (the “Master Premises”).

Olympia owns the Columbia Street right-of-way (“Permitted Use Area”) and leases the Percival Landing Boardwalk and associated facilities from Berg.

Berg currently leases the Master Premises, under an Aquatic Lands Lease, Lease Number 22-B74532, dated by date of last execution September 25, 2020 and recorded under Thurston County Auditor’s File No. 4793145 on October 20, 2020 (“Master Lease”).

Berg subleases a portion of Berg’s leasehold under the Master Lease to Boardwalk Associates Co-Tenancy Investors (“Boardwalk”) under the terms of that certain Sublease for Rental of Over-Water Property dated October 23, 2020 (“Sublease”). The portion of the real property Boardwalk subleased from Berg is legally described and is depicted on *Exhibit B* as “Parcel 3 – office/restaurant” (the “Premises”). For convenience, the Permitted Use Area shall be considered part of the term “Premises.”

The Premises contains a two-story commercial building and attached appurtenances thereto commonly known as 525 Columbia Street NW, Olympia, Thurston County, Washington, Thurston County Tax Parcel No. 91000900100 (“Building”). The Building is separately and independently owned by Boardwalk as personal property and is separate from the underlying real property.

A portion of the Building is also located in the Permitted Use Area and is adjacent to and structurally connected to the Percival Landing Boardwalk. Boardwalk and Olympia entered into a Right-of-Way Use Agreement dated, by date of its full execution, October 7, 2020, and recorded with the Thurston County Auditor’s Office under Auditor’s File Number 4805913 (“Use Agreement”) and a Maintenance Agreement dated October 28, 2020 (“Maintenance Agreement”) to govern the Building’s occupancy of the Permitted Use Area (the Maintenance Agreement and the Use Agreement are collectively referred to as the “Olympia Agreements”).

Dannielle Knutson (“Knutson”) and Boardwalk are parties to that certain Commercial & Investment Real Estate Purchase and Sale Agreement dated July 14, 2021 (“PSA”), whereby Knutson shall purchase the Building from Boardwalk on the terms and conditions set forth therein. Prior to closing the sale, Knutson anticipates assigning Knutson’s interest under the PSA to Borrower. The assignment of the Sublease and the assignment of the Olympia Agreements shall be part of the sale of the Building and Borrower shall assume all obligations and liabilities of Boardwalk under the Sublease and the Olympia Agreements.

Borrower is financing the purchase of the Building with a loan from Lender (the “Loan”).

Lender would not make the Loan unless Lender has a security interest in the Building and a collateral assignment of Borrower’s interest in the Sublease and the Olympia Agreements.

Berg is willing to consent to a collateral assignment of the Sublease to Lender and to agree to subordinate his interest in the Building, equipment, fixtures, and other collateral (“Collateral” as further defined below) located on the Premises to the lien of the Lender.

Olympia is willing to consent to a collateral assignment of the Olympia Agreements to Lender and subordinate any interest it may have in the Collateral to the lien of the Lender.

The State has consented to a collateral assignment of the Sublease to Lender, and has agreed to subordinate its interest in the Collateral located on the Premises to the lien of the Lender pursuant to the terms of that certain Consent To Assignment of Sublease for Security Purposes dated approximately of even date herewith, and recorded with the Thurston County Auditor's Office under Auditor's File Number _____ ("Consent to Assignment").

AGREEMENT

In light of the foregoing Recitals, which are incorporated herein, the mutual promises contained herein and other valuable consideration, the parties agree as follows:

1. Collateral Description. The word "Collateral" means all of the following: 1) the Olympia Agreements; 2) the Sublease; 3) Borrower's interest in any subleases between Borrower and subtenants occupying the Building and rents, deposits or other payments related thereto; and 4) all of the personal property, appurtenances, tenant improvements, equipment, and fixtures which are located in and on the Building, or on the Premises and for the benefit of the Building or in the Permitted Use Area and for the benefit of the Building. Provided, however, any assignment of Borrower's interest in and to any improvements on the Premises is subject to any reversionary interest of Berg in the Sublease or the improvements on the Premises as may be provided for in the Sublease; any reversionary interests of Olympia in the Olympia Agreements or improvements on the Premises as may be provided for in the Olympia Agreements

2. Borrower's Collateral Assignment of Sublease. Borrower hereby assigns to Lender all of Borrower's rights in the Sublease and the Olympia Agreements as partial security for the Loan. The parties intend that this collateral assignment will be a present transfer to Lender of all of Borrower's rights under the Sublease and Olympia Agreements, subject to Borrower's rights to use the Premises and enjoy the benefits of the Sublease and Olympia Agreements while not in default of the Loan or the Sublease or Olympia Agreements. So long as Lender has not entered the Premises for the purpose of operating a business, Lender will have no liability under the Sublease or Olympia Agreements, including without limitation, liability for rent or fees. Whether Lender enters into possession of the Premises for any purpose, Borrower will remain fully liable for all obligations of Borrower as tenant under the Sublease and as a party to the Olympia Agreements. While Lender is in possession of the Premises, Lender will cause all payments due under the Sublease and attributable to that period of time to be made to Berg. While Lender is in possession of the Premises, Lender will cause all payments due under the Olympia Agreements and attributable to that period of time to be made to Olympia. If Lender later reassigns the Sublease or Olympia Agreements or vacates the Premises, Lender will have no further obligation to Berg or Olympia. Upon full performance by Borrower under the Loan, this Agreement shall be terminated, without the necessity of any further action by any of the parties. This Agreement includes all renewals of and amendments to the Sublease or the Loan, until the Loan is paid in full. No amendments may be made to the Sublease without Lender's prior written consent, which shall not be unreasonably withheld or delayed; provided, however, that minor amendments, which do not increase Borrower's obligations or decrease Borrower's rights under the Sublease or Olympia Agreements, may be made.

3. Consent of Berg. Berg hereby consents to the collateral assignment of Borrower's interest in the Sublease to Lender for security purposes under the Lender's Leasehold Deed of Trust which will be recorded by Lender against the Premises in the real property records of Thurston County upon closing

of the Loan. The term "Deed of Trust" shall mean the Lender's Leasehold Deed of Trust and the Lender's Assignment of Rents as may be applicable and the "Lender" shall mean Washington Business Bank, as its/their interests appear in the Deed of Trust.

4. Consent of Olympia. Olympia hereby consents to the collateral assignment of Borrower's interest in the Olympia Agreements to Lender for security purposes under the Deed of Trust.

5. Status of Master Lease. A true and correct copy of the Master Lease, together with all amendments, supplements, and modifications thereto, is attached as *Exhibit B* of the Sublease described below. The Master Lease is presently in full force and effect, is valid and enforceable according to its terms and has not been modified or amended in any way except as shown on the copy of the Master Lease attached hereto.

6. Status of Sublease. The Sublease has not been recorded with the Thurston County Auditor's Office and a true and correct copy of the Sublease, together with all amendments, supplements, and modifications thereto, is attached as *Exhibit C* to this Agreement. The Sublease is presently in full force and effect, is valid and enforceable according to its terms and has not been modified or amended in any way except as shown on the copy of the Sublease attached hereto. This Agreement is incorporated into and hereby made a part of the Sublease, and to the extent that any of the terms or provisions of the Sublease contradict the terms or provisions of this Agreement, the terms and provisions of this Agreement are deemed to amend the Sublease and shall control.

7. Status of Olympia Agreements. A true and correct copy of the Use Agreement, together with all amendments, supplements, and modifications thereto. The Maintenance Agreement has not been recorded with the Thurston County Auditor's Office and a true and correct copy of the Maintenance Agreement, together with all amendments, supplements, and modifications thereto, is attached as *Exhibit D* to this Agreement. The Olympia Agreements are presently in full force and effect, are valid and enforceable according to their terms and have not been modified or amended in any way except that the reference to Boardwalk being a general partnership is incorrect, and that it is a co-tenancy. The Olympia Agreements are incorporated into and hereby made a part of the Agreement, and to the extent that any of the terms or provisions of the Olympia Agreements contradict the terms or provisions of this Agreement, the terms and provisions of this Agreement are deemed to amend the Olympia Agreements and shall control.

8. Non-Default. So long as Borrower is not in breach or default under the Master Lease, Sublease, or Olympia Agreements, Borrower's possession of the Premises shall not be disturbed.

9. Subordination of Berg's Interest. Berg hereby consents to Lender's security interest (or other interest) in the Collateral and subordinates all interests, liens and claims which Berg now has or may hereafter acquire in the Collateral. Berg agrees that any lien or claim Berg may now have or may hereafter have in the Collateral will be subject at all times to Lender's security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Berg to Lender in this Agreement.

10. Subordination of Olympia's Interest. Olympia hereby consents to Lender's security interest (or other interest) in the Collateral and subordinates all interests, liens and claims which Olympia now has or may hereafter acquire in the Collateral. Olympia agrees that any lien or claim it may now have or may hereafter have in the Collateral will be subject at all times to Lender's security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Olympia to Lender in this Agreement.

11. Right to Foreclose Deed of Trust. Lender recognizes that any Deed of Trust taken by Lender affects and applies only to Borrower's interest in the Premises and that neither Berg nor Olympia will permit any security interest to be taken in the remainder of the Premises. In the event of default by Borrower under the terms of the Deed of Trust, Lender may enforce or foreclose the Deed of Trust including the acceptance of a Deed in Lieu of Foreclosure. Berg and Olympia agree that in connection with any such foreclosure, Lender may: (a) acquire Borrower's interest in the Premises either by Deed in Lieu of Foreclosure or actual foreclosure without further consent of Berg or Olympia, subject to the requirements of this Agreement; (b) rent or sublease the Premises pending foreclosure of Borrower's interest in the Premises by Lender, subject to Berg's and Olympia's prior written consent, which shall not be unreasonably, withheld, delayed, or conditioned; or (c) assign and sell the Borrower's interest in the Premises in whole or in part to any person or entity, subject to the requirements of this Agreement.

12. Surrender of the Premises.

12.1 No surrender of the Premises or any other act of Borrower shall be deemed to terminate the Sublease and Berg will not terminate the Sublease voluntarily by agreement with Borrower unless Lender has been previously notified in writing and has consented to the termination in writing. The Sublease shall not be amended or modified unless Lender has been previously notified in writing and has consented to such amendment or modification in writing.

12.2 No surrender of the Premises or any other act of Borrower shall be deemed to terminate the Olympia Agreements and Olympia will not terminate the Olympia Agreements voluntarily by agreement with Borrower unless Lender has been previously notified in writing and has consented to the termination in writing. The Olympia Agreements shall not be amended or modified unless Lender has been previously notified in writing and has consented to such amendment or modification in writing.

13. Notice of Default and Lender's Rights.

13.1. Notice of Default.

13.1.1 If Borrower defaults under the Sublease or if any event occurs which would give Berg the right to terminate, modify, amend or shorten the term of the Sublease, Berg shall take no steps to exercise any right it may have under the Sublease without first giving Lender written notice of such default. A copy of each and every Notice of Default served or sent by Berg or its agent to or upon Borrower pursuant to the Sublease shall be sent contemporaneously to Lender in accordance with this Agreement. Such Notice of Default shall specify the event or events of default then outstanding and the time period at the end of which the indicated action would become effective.

13.1.2 If Borrower defaults under the Olympia Agreements or if any event occurs which would give Olympia the right to terminate, modify, amend or shorten the term of the Olympia Agreements, Olympia shall take no steps to exercise any right it may have under the Olympia Agreements without first giving Lender written notice of such default. A copy of each and every Notice of Default served or sent by Olympia or its agent to or upon Borrower pursuant to the Olympia Agreements shall be sent contemporaneously to Lender in accordance with this Agreement. Such Notice of Default shall specify the event or events of default then outstanding and the time period at the end of which the indicated action would become effective.

13.2. Termination for Monetary Default.

13.2.1 If the Notice of Default given by Berg to Lender relates to a monetary default and Borrower has not cured such monetary default within fifteen (15) days as provided in the Sublease and Borrower's failure to cure results in Berg desiring to terminate the Sublease, Berg may terminate the Sublease if such monetary default is not cured by either Borrower or Lender within thirty (30) days of Lender's receipt of Notice.

13.2.2 If the Notice of Default given by Olympia to Lender relates to a monetary default and Borrower has not cured such monetary default within fifteen (15) days or as otherwise provided in the Olympia Agreements and Borrower's failure to cure results in Olympia desiring to terminate the Olympia Agreements, Olympia may terminate the Sublease if such monetary default is not cured by either Borrower or Lender within thirty (30) days of Lender's receipt of Notice.

13.3. Termination for Non-Monetary Default (Berg). If the notice given by Berg to Lender relates to a non-monetary default and Borrower has not cured such non-monetary default within the fifteen (15)-day period specified in the Sublease, Berg shall take no action to terminate the Sublease if:

(a) within twenty (20) days after Berg's Notice to Lender of Borrower's failure to cure (or failure to diligently pursue a cure) Lender notifies Berg of its intent to realize upon its security interest and commences realization within sixty (60) days thereafter, and diligently pursues realization; and

(b) Lender notifies Berg that it will assume the Sublease when Lender is legally entitled to the ownership and/or possession of Borrower's interests in the Premises; and

(c) Lender pays Berg at time of notification all back rent or other monies or performances due that may be in default up to the date Lender notifies Berg of Lender's intent and further pays all rent that accrues during the period after Lender so notifies Berg and completes such other performances that may be required or come due under the Sublease.

Berg shall not terminate the Sublease because of Borrower's breach of any term(s) of the Sublease relating to the solvency of Borrower or the institution of any bankruptcy, insolvency, receivership or related action by or against Borrower as long as Lender cures any default under the Sublease by Borrower as provided in this Consent and Agreement. If the default is one that cannot reasonably be cured by Lender within the timeline provided in this Agreement (such as insolvency, bankruptcy, or other judicial proceeding against Borrower), but Lender has commenced to cure the noticed default and continues thereafter with all due diligence to attempt to complete its cure, even though such cure takes longer than such cure period, then the time to cure shall be extended for a reasonable period.

13.3.1. If the non-monetary default is of a nature which requires immediate abatement as a result of which Lender would not normally pursue realization on the Collateral, and Borrower has not taken steps to immediately cure the default, then Lender must take immediate steps to cure such default within ten (10) days of receipt of Notice or else the Berg may terminate the Sublease.

13.3.2. Upon termination of the Sublease as provided herein, Lender will release its Deed of Trust within fifteen (15) days thereafter.

13.4 *Termination for Non-Monetary Default (Olympia)*. If the Notice given by Olympia to Lender relates to a non-monetary default and Borrower has not cured such non-monetary default within a fifteen (15)-day period, or as otherwise specified in the Olympia Agreements, Olympia shall take no action to terminate the Olympia Agreements if:

(a) within twenty (20) days after Olympia's Notice to Lender of Borrower's failure to cure (or failure to diligently pursue a cure) Lender notifies Olympia of its intent to realize upon its security interest and commences realization within sixty (60) days thereafter, and diligently pursues realization; and

(b) Lender notifies Olympia that it will assume the Olympia Agreements when Lender is legally entitled to the ownership and/or possession of Borrower's interests in the Premises; and

(c) Lender pays Olympia at time of notification all back rent or other monies or performances due that may be in default up to the date Lender notifies Olympia of Lender's intent and further pays all fees or payments that accrues during the period after Lender so notifies Olympia and completes such other performances that may be required or come due under the Olympia Agreements.

Olympia shall not terminate the Olympia Agreements because of Borrower's breach of any term(s) of the Olympia Agreements relating to the solvency of Borrower or the institution of any bankruptcy, insolvency, receivership or related action by or against Borrower as long as Lender cures any default under the Olympia Agreements by Borrower as provided in this Agreement. If the default is one that cannot reasonably be cured by Lender within the timeline provided in this Agreement (such as insolvency, bankruptcy, or other judicial proceeding against Borrower), but Lender has commenced to cure the noticed default and continues thereafter with all due diligence to attempt to complete its cure, even though such cure takes longer than such cure period, then the time to cure shall be extended for a reasonable period.

13.4.1. If the non-monetary default is of a nature which requires immediate abatement as a result of which Lender would not normally pursue realization on the Collateral, and Borrower has not taken steps to immediately cure the default, then Lender must take immediate steps to cure such default within ten (10) days of receipt of notice or else Olympia may terminate the Olympia Agreements.

13.4.2. Upon termination of the Olympia Agreements as provided herein, Lender will release its Deed of Trust within fifteen (15) days thereafter.

13.5. *Assumption of the Sublease and the Olympia Agreements*. If Lender acquires the interest of Borrower at any time or takes possession of the Collateral, then Lender shall formally assume the Sublease and the Olympia Agreements within twenty (20) days thereafter. Failure to so assume the Sublease or Olympia Agreements shall give Berg and Olympia the right to immediately terminate the Sublease and the Olympia Agreements respectively.

13.6. *Right to Assign*. Lender shall not have the right to assign Borrower's interest in the Premises, nor in the case of a foreclosure under the Deed of Trust shall the Trustee under the Deed of Trust transfer Borrower's interest in the Premises to any person or entity (other than Lender) without first obtaining the written consent of Berg or Olympia as the case may be, for such assignment or transfer, which consent will not be unreasonably withheld or delayed provided that Lender has disclosed to Berg or Olympia as the case may be (a) the identity of the proposed purchaser, assignee or transferee; (b) shown that the purchaser's, assignee's or transferee's credit standing would reasonably be acceptable to a commercially

prudent lender; and (c) provided evidence to Berg or Olympia as the case may be that the use of the Premises by such purchaser, assignee or transferee shall be consistent with the terms of the Master Lease, Sublease, Olympia Agreements or Borrower's prior use of the Premises. Upon the purchaser's, assignee's or transferee's assumption and agreement to perform and to be bound by all of the terms of the Sublease and Olympia Agreements, Lender shall be relieved of further liability under the Sublease; however, if Lender finances the purchaser, assignee or transferee, Lender shall again be subject to all the obligations set forth in this Agreement.

14. **Disposition of Insurance and Condemnation Proceeds.** Berg and Olympia shall be named as an additional insured under any of Borrower's casualty policies on the Premises to the extent of the interests limited in this paragraph 14. Should the Premises suffer any loss which is covered by casualty insurance, and the insurance proceeds are used to restore any improvements made by Borrower, Berg, and Olympia agree that Borrower and Lender shall have the right to such proceeds. In the event the Premises are substantially damaged and Borrower's improvements have been repaired, Berg and Olympia shall only participate in the insurance proceeds to the extent necessary to repair and restore Berg's or Olympia's ground and any of Berg's, Olympia's, or Borrower's improvements (excluding the Building and personal property) on or in the ground to the same condition the land was in at the commencement of the Sublease, Olympia Agreements, or in the same condition at the time of the casualty. In the event Premises or the Building are so severely damaged that Borrower's and Lenders' decision is not to repair or restore the Premises, Berg and Olympia shall participate in the insurance proceeds to the extent necessary to remove the remainder of the damaged improvements and to restore the Premises and any utilities or other such improvements (excluding rebuilding the Building) to the same condition the land was in at the commencement of the Sublease or Olympia Agreements or in the same condition at the time of the casualty. Other than as described herein, neither Berg nor Olympia shall have a claim to insurance proceeds or condemnation proceeds that are attributable to Borrower's interest in the Premises, nor shall Lender have any interest in Berg's or Olympia's condemnation proceeds, if any.

15. **Right to Participate in Litigation.** Lender shall have the right to participate in any litigation, arbitration or dispute directly affecting the Premises or the interests of Borrower, Lender, Berg, or Olympia therein, including without limitation, any suit, action, arbitration proceeding, condemnation proceeding or insurance claim. Berg or Olympia upon instituting or receiving notice of any such litigation, arbitration or dispute will promptly notify Lender of the same.

16. **Incorporation of Mortgagee Protection Provisions.** To the extent not inconsistent with this Agreement, all provisions of the Master Lease, Sublease and Olympia Agreements which by their terms are for the benefit of any Premises mortgagee, are hereby incorporated herein for the benefit of Lender.

17. **Right to Remove Collateral.** In the event Lender exercises its rights under its Collateral and realizes upon the Collateral, Berg and Olympia agree that Lender is entitled to remove Borrower's furniture, trade fixtures and equipment installed by Borrower from the Premises at any reasonable time and that the Collateral shall remain personal property even though the trade fixtures may be affixed to or placed upon the Premises. The rights granted to Lender in this Agreement will continue until reasonable time, including any period to cure granted to Lender, after Lender receives Notice in writing from Berg or Olympia that Borrower no longer is in lawful possession of the Premises. "Trade fixtures" means the movable personal property of Borrower which is free standing or attached to the Premises. In the event Lender so realizes on its Collateral, Berg and Olympia waives any right, title, claim, lien or interest in the above trade fixtures by reason of such fixtures being attached to or located on the Premises. Lender shall use reasonable care in removing the trade fixtures from the Premises and shall repair any damage that may result from such removal which shall be completed in accordance with the terms of the Lease.

18. **Miscellaneous.** The following miscellaneous provisions are a part of this Agreement:

18.1. **Binding Effect.** This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower, Berg, and Olympia respecting subordination of the claim or claims of Berg, the State, or Olympia in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply.

18.2. **Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

18.3. **Authority to Sign.** Each party hereby represents and warrants that its entry into and its performance of its obligations under this Agreement are fully authorized and that all necessary actions therefore have been taken by it, and the person(s) signing this Agreement below on such party's behalf represents and warrants that he or she is fully authorized to do so. Borrower, Berg and Olympia acknowledge that Lender may assign its rights and interests under this Agreement to a third party, including but not limited to, the United States Small Business Administration.

18.4. **Lender's Rights with Respect to Loan.** Without Notice to Berg or Olympia and without affecting the validity of this Agreement, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan; including without limitation, extending, renewing, rearranging, or accelerating any of the Loan indebtedness.

18.5. **State Liability.** The State shall have no liability in connection with this Agreement or the instruments and obligation secured by this Agreement.

18.6. **Notice.** Any Notices required or permitted to be given under this Agreement shall be sufficient if (i) in writing and (ii) either (1) personally delivered or (2) sent by certified or registered mail, return receipt requested and postage prepaid, or (3) sent by overnight U.S. Express mail or overnight letter (commercial carrier), to the party's address as set forth below:

Berg: Wedell A. Berg Jr. #438
16625 Redmond Way Suite M
Redmond, WA 98052

City of Olympia: Olympia Parks, Arts and Recreation
Attention: Parks Director
P.O. Box 1967
Olympia, WA 98507-1967

Borrower: Attn: Dannielle Knutson
1801 Marigold St. NW
Olympia, WA 98502

Lender: Washington Business Bank
Attn: Gordon Osberg, Vice President / CCO
223 5th Avenue SE
Olympia WA 98501

With copy to: Bean, Gentry, Wheeler & Peternell, PLLC
Attn: Mark L. Wheeler, Jr.
910 Lakeridge Way SW
Olympia, WA 98502

Any notice required or permitted to be given under this Agreement shall be deemed effective upon receipt or failure to accept delivery. Notice of any change in address shall be given as set forth in this section.

18.7. Governing Law. This Agreement is deemed executed in and shall be governed by and construed in accordance with the laws of the state of Washington without regard to principles of conflict of laws. Each of the parties consent to venue irrevocably and exclusively in Thurston County, Washington.

18.8. Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment. No provision in the Related Documents shall vary, modify or expand the covenants herein contained.

18.9. No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provisions of this Agreement. No prior waiver by Lender nor any course of dealing between Lender, Berg, or Olympia shall constitute waiver of any of Lender's rights or of any of Berg or Olympia's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

18.10. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid, and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity, or enforceability of any other provision of this Agreement.

18.11. Definitions. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms in the singular include the plural and vice versa, any on gender includes all other genders, "includes" and "including" are not limiting, "or" is disjunctive but not exclusive, and "all" includes "any" and vice versa. Captions in this Agreement are used for convenience only and are not to be used in construing this Agreement. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

a) Agreement. This word “Agreement” means this Collateral Assignment of Agreements and Subordination, as this Collateral Assignment of Agreements and Subordination may be amended or modified from time to time together with all exhibits and scheduled attached to this Collateral Assignment of Agreements and Subordination from time to time. Borrower and Lender recognize that this Agreement is one of the Related Documents referred to in that certain Business Loan Agreement entered into by Borrower and Lender of even date herewith and the Related Documents identified therein.

b) Borrower. The word “Borrower” means DKS Boardwalk, LLC, a Washington limited liability company and includes all co-signers and co-makers signing the Note and all their successors and assigns.

c) Collateral. The word “Collateral” means all borrower’s right, title and interest in and to the Collateral Description section of this Agreement.

d) Master Lease, Sublease, and Olympia Agreements. “Master Lease” means that certain Master Lease referred to in the recitals above. The word “Sublease” means that certain Sublease referred to in the recitals above. The “Olympia Agreements” shall refer to the Right-of-Way Use and Maintenance Agreements with the City of Olympia referred to in the recitals above.

e) Lender. The word “Lender” means Washington Business Bank, a Washington banking corporation.

f) Loan. The words “Loan” means Lender Loan Number _____ and any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced.

g) Note. The word “Note” means the Note executed or to be executed by Borrower in the principal amount of \$_____ to evidence the Loan, together with all renewals or, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Note.

h) Premises. The word “Premises” means that certain real property that Berg subleases, as well as the Permitted Use Area as referred to in the recitals above.

i) Related Documents. The words “Related Documents” mean that certain Business Loan Agreement of even date herewith and all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds of trust, security deeds, collateral mortgages, financial statements, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

BORROWER AND BERG AND THE STATE AND OLYMPIA ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS COLLATERAL ASSIGNMENT OF AGREEMENTS AND SUBORDINATION AGREEMENT, AND BORROWER AND BERG AND THE STATE AND OLYMPIA AGREE TO ITS TERMS. THIS AGREEMENT IS DATED THE DATE AND YEAR SET FORTH ABOVE.

NOTICE CONCERNING ORAL AGREEMENTS, ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM

ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the parties hereto have executed these presents this _____ day of _____, 2021.

Borrower:

DKS BOARDWALK, LLC

By: Dannielle Knutson
Its: Sole Member

Berg:

WEDELL A. BERG, JR.

Wedell A. Berg, Jr.

Lender:

Washington Business Bank

By: _____
Its: _____

Olympia:

City of Olympia

By: _____
Its: _____

Approved as to form:

Michael M. Young

By: Michael M. Young
Its: Deputy City Attorney

EXHIBIT A
LEGAL DESCRIPTION FOR MASTER PREMISES

HARBOR AREA

THAT PORTION OF THE OLYMPIA HARBOR AREA ABUTTING N. COLUMBIA STREET, FRONT LOTS 1 AND 2 OF BLOCK 2 AND B AVENUE WEST, AS SHOWN ON THE OFFICIAL MAPS OF THE OLYMPIA TIDE LANDS ON FILE WITH THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON, BEGINNING AT A POINT ON THE INNER HARBOR LINE AT THE INTERSECTION OF THE EXTENDED NORTH LINE OF SAID B AVENUE WEST; THENCE S04°06'12"W 160.02 FEET ALONG THE INNER HARBOR LINE TO THE INTERSECTION OF THE EXTENDED SOUTH LINE OF SAID LOT 2 WITH THE INNER HARBOR LINE; THENCE S85°53'48"W 300 FEET TO A POINT ON THE OUTER HARBOR LINE; THENCE N04°06'12"W 160.02 FEET ALONG THE OUTER HARBOR LINE; THENCE N85°53'48"E 300 FEET TO THE POINT OF BEGINNING.

BOARDWALK AREA

THAT PORTION OF THE OLYMPIA HARBOR ABUTTING N. COLUMBIA STREET, FRONTING LOTS 1 AND 2 OF BLOCK 2 AND B AVENUE WEST, ASHOW SHOWN ON THE OFFICAL MAPS OF THE OLYMPIA TIDE LANDS ON FILE WITH THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON, BEGINNING AT A POINT ON THE INNER HARBOR LINE AT THE INTERSECTION OF THE EXTENDED NORTH LINE OF SAID B AVENUE WEST; THENCE S04°06'12"e, 18.95 FEET ALONG THE INNER HARBOR LINE;
THENCE S86°00'38"W, 190.70 FEET;
THENCE S42°55'18"W, 3689 FEET;
THENCE S12°01'49"W, 2.17 FEET;
THENCE S04°11'44"E, 107.68 FEET;
THENCE S6°18'41"E, 6.21 FEET TO THE SOUTH LINE OF AQUATIC LAND LEASE 22-B74532;
THENCE ALONG THE SOUTH LINE OF AQUATICE LAND LEASE 22-B74532, S85°53'48"W, 8.72 FEET;
THENCE N04°05'01"W, 118.22 FEET;
THENCE N41°21'14"E, 59.59 FEET TO THE NORTH LINE OF AQUATIC LAND LEASE 22-B74532;
THENCE ALONE THE NORTH LINE OF AQUATIC LAND LEASE 22-B74532, N85°53'48"E, 13.09 FEET TO THE BEGINNING.

IN THURSTON COUNTY, WASHINGTON.

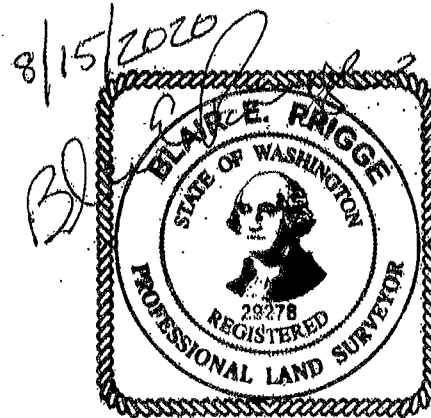
EXHIBIT B
DESCRIPTION OF PREMISES

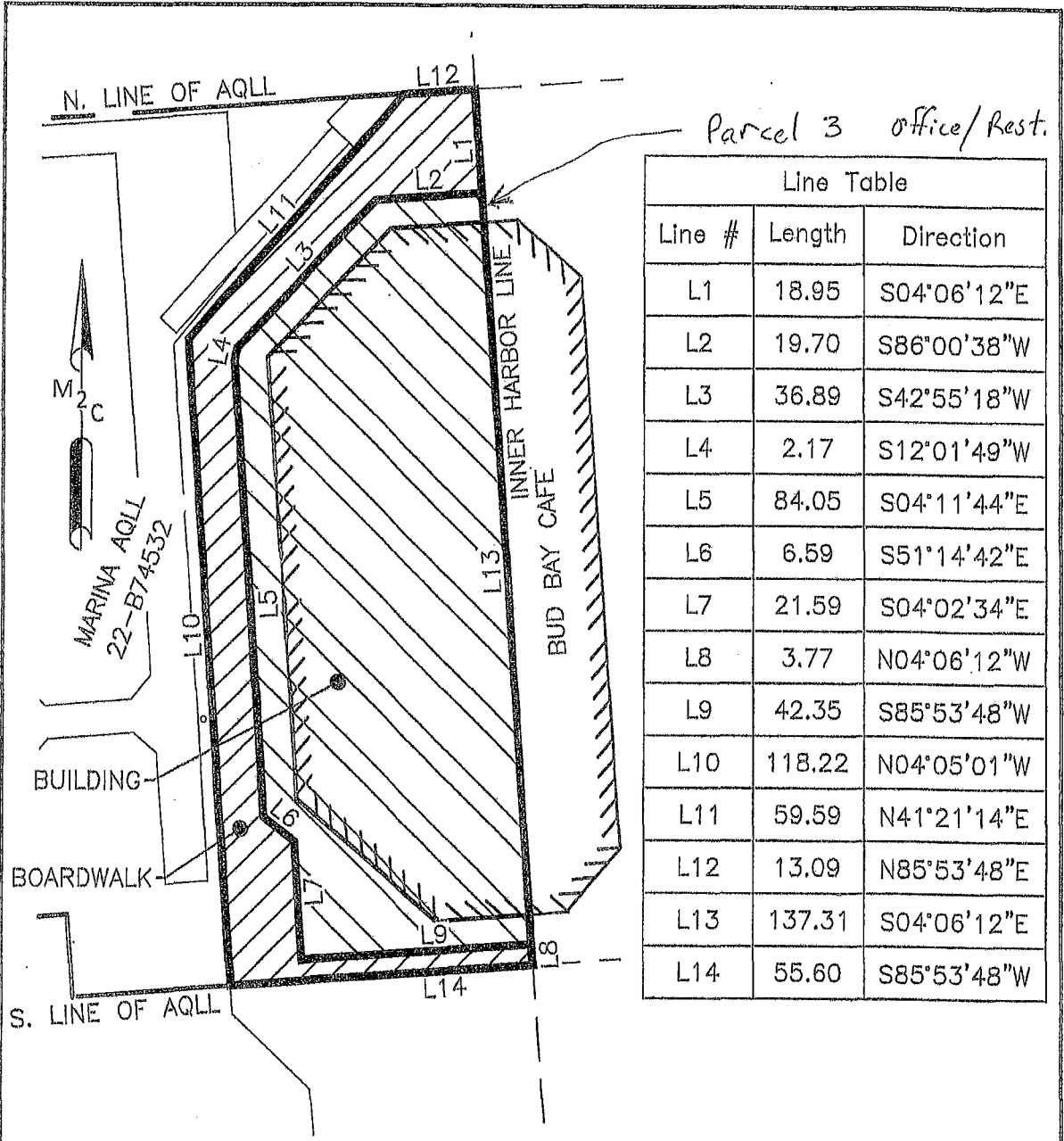
**BUILDING AREA
WITH OUTSIDE SEATING AREA**

THAT PORTION OF THE OLYMPIA HARBOR AREA ABUTTING N. COLUMBIA STREET, FRONTING LOTS 1 AND 2 OF BLOCK 2 AND B AVENUE WEST, AS SHOWN ON THE OFFICIAL MAPS OF THE OLYMPIA TIDE LANDS ON FILE WITH THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON, COMMENCING AT A POINT ON THE INNER HARBOR LINE AT THE INTERSECTION OF THE EXTENDED NORTH LINE OF SAID B AVENUE WEST; THENCE ALONG THE INNER HARBOR LINE, SOUTH 04°06'12" EAST, 18.95 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 86°00'38" WEST, 19.70 FEET;
THENCE SOUTH 42°55'18" WEST, 36.89 FEET;
THENCE SOUTH 12°01'49" WEST, 2.17 FEET;
THENCE SOUTH 04°11'44" EAST, 84.05 FEET;
THENCE SOUTH 51°14'42" EAST, 6.59 FEET;
THENCE SOUTH 04°02'34" EAST, 21.59 FEET;
THENCE NORTH 85°53'48" EAST, 42.35 FEET TO SAID INNER HARBOR LINE;
THENCE ALONG SAID INNER HARBOR LINE, NORTH 04°06'12" WEST, 137.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,017 SQUARE FEET, MORE OR LESS;

SITUATE IN THE CITY OF OLYMPIA, THURSTON COUNTY, WASHINGTON.

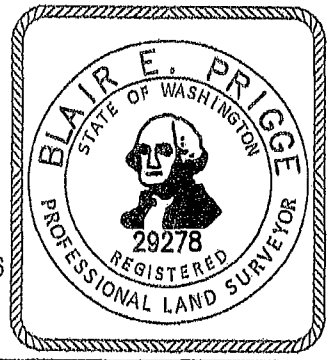




Line Table		
Line #	Length	Direction
L1	18.95	S04°06'12"E
L2	19.70	S86°00'38"W
L3	36.89	S42°55'18"W
L4	2.17	S12°01'49"W
L5	84.05	S04°11'44"E
L6	6.59	S51°14'42"E
L7	21.59	S04°02'34"E
L8	3.77	N04°06'12"W
L9	42.35	S85°53'48"W
L10	118.22	N04°05'01"W
L11	59.59	N41°21'14"E
L12	13.09	N85°53'48"E
L13	137.31	S04°06'12"E
L14	55.60	S85°53'48"W



PROFESSIONAL LAND SURVEYORS
 2320 MOTTMAN RD SW, STE 106
 TUMWATER, WA 98512
 360-688-1949



ONE TREE ISLAND EXHIBIT
 CLIENT: DELL BERG
 DATE: 07/07/2020
 SCALE: 1"=30'
 M2C PROJECT NO.:
 18-807
 SHEET NO. 1 OF 1

EXHIBIT C
SUBLEASE

SUBLEASE FOR RENTAL OF OVER-WATER PROPERTY

This Sublease for Rental of Over-Water Property (“**Sublease**”), is made and entered into this 23rd day of October, 2020, by and between WEDELL A. BERG, JR., a single individual, hereinafter referred to as “**Berg**”, and BOARDWALK ASSOCIATES CO-TENANCY INVESTORS, hereinafter referred to as “**Sublessee**”.

1. Subleased Property. Berg hereby subleases to Sublessee, and Sublessee takes and subleases in an “as is” condition from Berg for the term and upon the covenants and conditions herein, that real property described as follows, which is a portion of the real property Berg currently leases from the State of Washington Department of Natural Resources (“**DNR**”), under DNR lease number 22-B74532 commencing August 1, 2020. (“**DNR Lease**”). The portion of the Berg property being subleased is referred to as the “**Subleased Property**” and is depicted on **Exhibit A as "Parcel 3- office/restaurant"**.. The Subleased Property also includes a building (“**Subleased Premises**”), which currently houses a restaurant and office use. Unless otherwise indicated, the term Subleased Property includes the Subleased Premises.

a. This Sublease is subject to all of the terms and conditions of the DNR Lease, a copy of which is attached as **Exhibit B**. In the event of a conflict between the terms of this Sublease and the DNR Lease, the terms of the DNR Lease shall control.

b. **Sublessee acknowledges receipt of a copy of the DNR Lease, together with any amendments thereto, and agrees to comply with all of the terms and conditions thereof, which are material to this Sublease and are incorporated by reference herein.**

2. Term. The term of this Sublease is thirty (30) years, and it shall expire on July 30, 2050, which is one day prior to the expiration of the DNR Lease. This Sublease shall commence on the first day of the first full calendar month following the date of full execution of this Sublease. To the extent the term of the DNR Lease is renewed for the Subleased Property, so shall the term of this Sublease be similarly renewed, upon approval of DNR, at DNR’s sole discretion, so that this Sublease shall expire one day prior to the expiration of the DNR Lease. The Sublessee acknowledges that the Sublease may need to be amended to reflect the requirements of the new DNR Lease. In the event Berg in his sole and absolute discretion chooses not to pursue renewal of the term of the DNR Lease, Sublessee may choose to seek to do so. Should Sublessee seek to do so, Berg shall reasonably cooperate with Sublessee’s efforts to obtain a new DNR Lease, including signature on documents that do not impose material requirements on Berg.

Berg agrees to advise Sublessee at least ninety (90) days prior to expiration of the DNR Lease of the status of renewal negotiations with DNR. In the event Berg chooses not to pursue

renewal, he shall so advise Sublessee at least thirty (30) days prior to expiration of the DNR Lease. Nothing herein shall be construed as obligating Berg to renew the DNR Lease, it being understood that Berg's decision to renew or not shall be made in his sole and absolute discretion. Nothing herein shall be construed as obligating DNR to renew the lease to Berg or any other party, nor obligating DNR to approve any future sublease. If the DNR Lease is terminated for any reason, this Sublease will terminate one day before the date of termination of the DNR Lease.

3. Rent.

a. Establishment of Base Rent. The rent payable under this Sublease shall be the greater of twenty-two thousand dollars (\$22,000) per year or the following:

- ii) The annual amount Berg is obligated to pay DNR under the DNR Lease for lease of the nonwater-dependent use portion of the DNR Leased Property (“**DNR Payment**”). Per DNR Lease Sections 4.1, 4.4, and 4.6 of the DNR Lease, the year-one rent for the non-water dependent portion of the DNR Leased Property is eleven thousand three hundred and fifty four dollars and forty cents (\$11,354.40), with said rent to be reevaluated in subsequent years pursuant to DNR Lease Section 4.6; and
- iii) An amount equal to one-half of one percent (0.5%) of the gross revenue of the restaurant operations occurring on the Subleased Property or originating from within the Subleased Premises (“**Gross Restaurant Revenues**”). Gross Restaurant Revenues shall be calculated on a cash basis and shall mean all revenues derived from the operation of such restaurant; and
- iv) Eight percent (8%) of the gross revenues derived from the operation of any other businesses operated within the Leased Premises or on the Leased Property (“**Grossed Business Revenues**”). Gross Business Revenues shall be calculated on a cash basis and shall include all consideration received from the operation of such businesses including, without limitation, all consideration received under all leases on the Subleased Premises.
- v) The aggregate of the DNR Payment, the Gross Restaurant Revenues and the Gross Business Revenues shall constitute the annual rental amount, unless said amount is less than twenty-two thousand dollars (\$22,000).
- vi) As required by DNR, this Sublease prohibits the pre-payment of rent more than the quarterly amount of rent due, i.e. the Sublessee cannot

prepay Berg for a longer period of time that Berg pays DNR, which is quarterly.

b. Right to Inspect Financial Records. Berg shall have reasonable access to the books and records of Sublessee and the Sublessee operating the restaurant on the Subleased Premises with respect to the gross revenue calculations described in this Section. All leases by Sublessee of the Subleased Premises shall be on an arm's-length basis and at the then prevailing market rate.

c. Payment and Late Fees. On or before the tenth (10th) day of each month after the first month following the lease commencement date, Sublessee shall pay a sum equal to one-twelfth (1/12th) of the annual rent.

d. Default for Non-Payment. Failure to pay rent or any other monetary obligations payable hereunder as specified herein shall constitute a default by Sublessee. A late charge equal to five percent (5%) of the delinquent amount shall be added to any payments not made by the tenth (10th) day of a calendar month. In addition, past due rent shall accrue interest at the rate of eighteen percent (18%) per annum.

e. Offset in the Event of Berg Non-Payment. In the event Berg fails to make rent payments required under the DNR Lease, Sublessee may contact DNR about making required rent payments directly to the Landlord under the DNR Lease. DNR has sole discretion on whether to accept such payments from the Sublessee. If the Sublessee makes Berg's rent payments directly to DNR, the Sublessee shall have the right to offset the amount of any payment so made from rental payments otherwise due under this Sublease.

4. Required and Optional Services and Uses.

a. Required Services and Uses. Sublessee shall develop and, during the entire Sublease term, maintain and operate a first class building for office space, retail space, and restaurant space on the Subleased Property ("**Required Services and Uses**").

b. Optional Services and Uses. Sublessee may alter, modify, or supplement the Required Services and Uses only with written approval from Berg, which approval shall not unreasonably be withheld ("**Optional Services and Uses**").

c. Restricted Use. Sublessee agrees not to use the Subleased Property for any other purpose nor to engage in any other business activity within or from the Subleased Premises other than permitted by Sections 4(a) and 4(b).

5. Berg Office Space Option. Berg shall have the option during the term of this Sublease, on six (6) months written notice to Sublessee, to rent from Sublessee on a first refusal

basis one hundred (100) square feet of functional office space in the Subleased Premise as long as it does not interfere with occupancy by other Sublessees. Rent shall be consistent with what is being charged other Sublessees in the building. Notwithstanding the provisions of any Lease between Sublessee and a Sublessee on the Subleased Premise, any such Sublessee shall be entitled to sublease space to Berg without the consent of Sublessee upon whatever terms Berg and such Sublessee may agree.

6. Ownership of Improvements. The Sublessee, without waiving the requirement to comply with all terms of the DNR Lease, expressly agrees to be bound by the provisions of Section 7 of the DNR Lease. So long as this Sublease remains in effect, Sublessee shall retain ownership of the all authorized improvements and trade fixtures placed on the leased premises, which includes the building currently occupied by the Sublessee's restaurant use, to the termination of the sublease ("**Sublessee-Owned Improvements**"). "Authorized improvements and trade fixtures" refers to those improvements or fixtures placed on the leased premises with the approval and consent of Berg and DNR. Upon termination of the sublease, Sublessee-Owned Improvements shall be removed as directed by DNR pursuant to §7.5 of the DNR Lease. Unless authorized in writing by DNR, at its sole discretion, following a request from the Sublessee, the Sublessee must remove all personal property and improvements at the termination of this Sublease. The removal of Sublessee-Owned Improvements, if requested by DNR shall be Sublessee's obligation. If DNR does not exercise its right to require removal of the Sublessee-Owned Improvements, Berg shall have the same rights granted to DNR in the DNR Lease to compel removal of the Sublessee-Owned Improvements.

7. Maintenance. Sublessee shall, at Sublessee's sole cost and expense, keep and maintain the Subleased Property and all buildings, facilities and improvements thereon, and all portions thereof throughout the entire term of this Sublease in a first class condition and in good, safe and sanitary order. Sublessee shall, at Sublessee's sole cost and expense, keep the Subleased Property clean and free of weeds, debris, and other unsightly or unsafe matter, and shall promptly dispose of all of the above, to be accomplished in accordance with all applicable laws and regulations.

a. If, after thirty (30) days' notice from Berg, Sublessee fails to maintain or repair any part of the Subleased Property or any improvement, fixtures or equipment thereon, Berg may, but shall not be obligated to, enter upon Subleased Property and perform such maintenance or repair and require reimbursement from Sublessee as additional rent.

b. Berg shall maintain that portion of the property and all buildings, facilities and improvements thereon, leased pursuant to the DNR Lease but not subleased to Sublessee hereunder, in good, safe and sanitary order as required by the DNR Lease.

8. Reconstruction Improvements Insurance.

a. In the event of the total or partial destruction, regardless of origin, of the subleasehold improvements, including without limitation the Subleased Premises, the Sublessee shall have the obligation to reconstruct such facilities to their original condition within six (6) months after obtaining necessary governmental approvals to do so, which governmental approvals shall be promptly and diligently pursued following destruction. There shall be no abatement or reduction of rent during such period. The Sublessee will carry property insurance on the improvements during the term of the Sublease. Any alterations or improvements to the Subleased Premise must be approved in advance by DNR as provided for in Section 7 of the DNR Lease.

b. The Sublessee will carry broad form perils property insurance covering fire and such other perils as Berg may reasonably require in an amount equal to at least eighty percent 80% of the replacement cost of the subleasehold improvements and all personal property therein. The policy shall name Berg as an additional insured. Sublessee shall provide a copy of the insurance policy to Berg within five (5) business days of Sublessee's execution of this Sublease.

c. In the event within the last five (5) years of the term of this Sublease such improvements are totally destroyed or are partially destroyed to such an extent so as to effectively prevent Sublessee's operation of its normal business activities on the Subleased Property, then Sublessee may upon thirty (30) days' written notice to Berg decline to so reconstruct such improvements, and terminate this Sublease, in which event Sublessee shall assign to Berg all of its interest in the property insurance policy mentioned above, to the extent of all remaining rental payments and any other payments due under the Sublease. If Berg relets the Subleased Premises, Sublessee shall be entitled to the return of any rental payments collected by Berg for the leasing of the Subleased Premises during the remainder of the term of this Sublease.

9. Liens. Sublessee will keep the Subleased Property free from any liens arising out of obligations incurred by the Sublessee. Upon written request from Berg, Sublessee will furnish written proof of payment of any charge which, if not paid, could provide the basis for a lien on the Subleased Property.

10. Insurance Procurement and Indemnity. Sublessee shall procure and maintain continuously public liability insurance and/or other insurance that complies with the terms and limits established in DNR Lease Sections 10.2 and 10.3 and that names both Berg and DNR as additional insureds. Sublessee shall indemnify Berg and DNR to the same extent that Berg is required to indemnify DNR under the terms of the DNR Lease:

a. Sublessee shall indemnify, defend, and hold harmless Berg and DNR, their employees, officials, officers, and agents from any Claim arising out of the Subleased Property, any Claim arising out of activities related to the use of the Subleased Property, and any Claim arising out of the use, occupation, or control of the Subleased Property by the Sublessee, its

contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees to the fullest extent permitted by law and subject to the limitations provided below.

b. "Claim" as used in this Section 10 means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys' fees), fines, penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Subleased Property, diminution in value, and/or damages resulting from loss of use of the Subleased Property.

c. DNR shall not require Sublessee to indemnify, defend, and hold harmless DNR, its employees, officials, officers, and agents for a Claim caused solely by or resulting solely from the negligence or willful act of DNR, its employees, officials, officers, or agents.

d. Berg shall not require Sublessee to indemnify, defend, and hold harmless Berg, its employees, officials, officers, and agents for a Claim caused solely by or resulting solely from the negligence or willful act of Berg, its employees, officials, officers, or agents.

e. Sublessee specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW in connection with its obligation to indemnify, defend, and hold harmless DNR or Berg or their respective employees, officials, officers, and agents. Further, Sublessee's obligation under this Lease to indemnify, defend, and hold harmless DNR or Berg, or their respective employees, officials, officers, and agents shall not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the worker's compensation acts.

f. Only to the extent RCW 4.24.115 applies and requires such a limitation, if a Claim is caused by or results from the concurrent negligence of (a) State of Washington or the State's employees, officials, officers, or agents, and (b) the Sublessee's or Sublessee's subSublessees, agents, or employees, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Sublessee and those acting on its behalf.

g. DNR Lease Section 8, Environmental Liability/Risk Allocation, exclusively shall govern Sublessee's liability to both DNR and Berg for hazardous substances and Sublessee's obligation to indemnify, defend, and hold harmless both DNR and Berg for hazardous substances-related Claims.

h. Insurance Required:

(1) At its own expense, Sublessee, or Sublessee's contractor(s) where permitted in DNR Lease Section 10.3, shall procure and maintain during the Term of this Sublease, the insurance coverages and limits described in this Section 10.

Berg may terminate this Sublease if Sublessee fails to maintain required insurance.

(2) Unless both DNR and Berg agree to an exception, Sublessee shall provide insurance issued by an insurance company or companies admitted to conduct business in the State of Washington and have a rating of A- or better by the most recently published edition of

A.M. Best's Insurance Reports. Sublessee may submit a request to Berg and the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.

(3) All general liability, excess, umbrella, and pollution legal liability insurance policies must name Berg and the State of Washington, the Department of Natural Resources, and their respective elected and appointed officials, officers, agents, and employees as an additional insured by way of endorsement.

(4) All property insurance, builder's risk insurance and equipment breakdown insurance must name Berg and the State of Washington, the Department of Natural Resources, and their respective elected and appointed officials, officers, agents, and employees as a loss payee.

(5) All insurance provided in compliance with this Sublease must be primary as to any other insurance or self-insurance programs afforded to or maintained by Berg or DNR.

(6) Waiver.

(a) Sublessee waives all rights against both DNR and Berg for recovery of damages to the extent insurance maintained pursuant to this Sublease covers these damages.

(b) Except as prohibited by law, Sublessee waives all rights of subrogation against both DNR and Berg for recovery of damages to the extent that the damages are covered by insurance maintained pursuant to this lease.

i. Proof of Insurance.

(1) Sublessee shall provide both DNR and Berg with a certificate(s) and endorsement(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Lease; and, if requested, copies of policies to both DNR and Berg.

(2) The certificate(s) of insurance must reference the DNR Lease number.

(3) Receipt of such certificates, endorsements or policies by both DNR and Berg does not constitute approval by either DNR or Berg of the terms of such policies.

j. Notice of Cancellation or Non-Renewal.

Both DNR and Berg must each receive written notice before cancellation or non-renewal of any insurance required by this Sublease, as follows:

(1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide both DNR and Berg ten (10) days' advance notice of cancellation; otherwise, provide both DNR and Berg forty-five (45) days' advance notice of cancellation or nonrenewal.

(2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide both DNR and Berg ten (10) days' advance notice of cancellation; otherwise, provide DNR twenty (20) days' advance notice of cancellation or non-renewal.

k. Adjustments in Insurance Coverage.

(1) As Berg deems necessary, Berg may impose changes in the limits of liability for all types of insurance to comply with the requirements of DNR and the DNR Lease.

(2) Sublessee shall secure new or modified insurance coverage within thirty (30) days after Berg requires changes in the limits of liability or other insurance provisions as may be required by DNR during the course of the DNR Lease.

j. Failure to Procure and Maintain Insurance.

If Sublessee fails to procure and maintain the insurance described above within fifteen (15) days after Sublessee receives a notice to comply from Berg, Berg may either:

(1) Deem the failure an event of default under this Sublease and terminate the Sublease without giving the Sublessee any further opportunity to cure, or

(2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Sublessee shall pay to Berg the full amount paid by Berg, together with interest at the statutory rate from the date of Berg's notice of the expenditure until Sublessee's repayment.

l. General Terms.

(1) Neither DNR nor Berg represent that coverage and limits required under this Sublease are adequate to protect the SubSublessee.

(2) Coverage and limits do not limit Sublessee's liability for indemnification and reimbursements granted to DNR and Berg under this Sublease.

(3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to property first to restore the real property covered by this Sublease, then to pay the cost of the reconstruction, then to pay the Berg any sums in arrears, and then to Sublessee.

11. Insurance Types and Limits.

(a) General Liability Insurance.

(1). Sublessee shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Subleased Property and/or arising out of Sublessee's use, occupation, or control of the Subleased Property and,

if necessary, commercial umbrella insurance with a limit of not less than Two Million Dollars (\$2,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the “each occurrence” limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the “each occurrence” limit.

(2). CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

(3). MGL insurance must have no exclusions for non-owned watercraft.

(b) Workers’ Compensation.

(1) State of Washington Workers’ Compensation.

(i). Sublessee shall comply with all State of Washington workers’ compensation statutes and regulations. Sublessee shall provide workers’ compensation coverage for all employees of Sublessee. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with Sublessee’s use, occupation, and control of the Property.

(ii). If Sublessee fails to comply with all State of Washington workers’ compensation statutes and regulations and either Berg incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Sublessee shall indemnify Berg. Indemnity shall include all fines; payment of benefits to Sublessee, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.

(iii). Longshore and Harbor Workers’ and Jones Acts. Longshore and Harbor Workers’ Act (33 U.S.C. Section 901 et seq.) and/or the Jones Act (46 U.S.C. Section 688) may require Sublessee to provide insurance coverage in some circumstances. Sublessee shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with law. Sublessee is responsible for all civil and criminal liability arising from failure to maintain such coverage.

(c) Employers’ Liability Insurance.

Sublessee shall procure employers' liability insurance, and, if necessary, commercial umbrella liability insurance with limits of not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident and One Million Dollars (\$1,000,000) each employee for bodily injury by disease.

(d) Property Insurance.

- (1) Sublessee shall buy and maintain property insurance covering all real property and fixtures, equipment, Sublessee improvements and betterments (regardless of whether owned by Sublessee or Berg). Such insurance must be written on an all risks basis and, at minimum, cover the perils insured under ISO Special Causes of Loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles. Any coinsurance requirement in the policy must be waived.
- (2) Sublessee shall buy and maintain equipment breakdown insurance covering all real property and fixtures, equipment, Sublessee improvements and betterments (regardless of whether owned by Sublessee or Berg) from loss or damage caused by the explosion of equipment, fired or unfired vessels, electric or steam generators, electrical arcing, or pipes.
- (3) In the event of any loss, damage, or casualty that is covered by one or more of the types of insurance described above, the Parties shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which Berg shall hold in trust, including interest earned by Berg on such proceeds, for use according to the terms of this Sublease. The Parties shall use insurance proceeds in accordance with Sections 10 and 11 of this Sublease .
- (4) When sufficient funds are available, using insurance proceeds described above, the Parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:
 - (i) Repair and restore damaged building(s) and/or Improvements to their former condition, or
 - (ii) Replace and restore damaged building(s) and/or Improvements with a new building(s) and/or Improvements on the Property of a quality and usefulness at least equivalent to or more suitable than, damaged building(s) and/or Improvements.

(e) Builder's Risk Insurance.

- (1) Sublessee shall procure and maintain in force, or require its contractor(s) to procure and maintain in force, builder's risk insurance on the entire work during the period construction is in progress and until completion of the project and acceptance by Berg. Such insurance must be written on a completed form and in an amount equal to the value of the completed building and/or Improvements, subject to subsequent modifications to the sum. The insurance must be written on

a replacement cost basis. The insurance must name Sublessee, all contractors, and all subcontractors in the work as insured.

(2) Insurance described above must cover or include the following:

- (i). All risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse;
- (ii). The entire work on the Subleased Property, including reasonable compensation for architect's services and expenses made necessary by an insured loss;
- (iii). Portions of the work located away from the Subleased Property but intended for use at the Property, and portions of the work in transit;
- (iv). Scaffolding, falsework, and temporary buildings located on the Subleased Property; and
- (v). The cost of removing debris, including all demolition as made legally necessary by the operation of any law, ordinance, or regulation.

(3) Sublessee or Sublessee's contractor(s) is responsible for paying any part of any loss not covered because of application of a deductible contained in the policy described above.

(4) Sublessee or Sublessee's contractor(s) shall buy and maintain equipment breakdown insurance covering insured objects during installation and until final acceptance by permitting authority. If testing is performed, such insurance must cover such operations. The insurance must name Sublessee, all contractors, and subcontractors in the work as insured.

12. Waiver of Subrogation. Whether the loss or damage is due to the negligence of either Berg or Sublessee, their agents or employees, or any other cause, Berg or Sublessee do each hereby release and relieve the other, their agents or employees, from responsibility for, and waive their entire claim of recovery for (i) any loss or damage to the real or personal property of either located anywhere in the Subleased Property, including without limitation the Subleased Premises, arising out of or incident to the occurrence of any of the perils which are covered by their respective fire insurance policies, with extended coverage endorsements, and (ii) any loss resulting from business interruption at the Subleased Premises or loss of rental income from the Subleased Property out of or incident to the occurrence of any of the perils which may be covered by the business interruption insurance policy and by the loss of rental income insurance policy held by Berg or Sublessee. Each party shall use best efforts to cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against the other party. Notwithstanding the foregoing, no such release shall be effective unless the aforesaid insurance policy or policies shall expressly permit such a release or contain a waiver of the carrier's right to be subrogated.

13. Hold Harmless. Sublessee and Berg agree to protect and save each other and each other's employees and agents, while acting within the scope of their duties as such, harmless

from and against all claims, demands and cause of action of any kind or character, including the cost of defense thereof, arising in favor of each other's employees or third parties on account of but not limited to personal injuries, death or damage to property, arising out of the premises leased by Sublessee or in any way resulting from acts or omissions of the Sublessee and/or its agents, employees or representatives.

Berg shall not be liable to the Sublessee for claims or damages arising from any defect in the construction of or the present condition of the Subleased Premises, whether known or unknown, or for damage by storm, rain or leakage.

14. Assignment or Sublease. Sublessee shall not assign or transfer this Sublease or any interest therein nor sublet the whole or any part of the Subleased Property, nor shall this Sublease or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the written consent of Berg and DNR first having been obtained. DNR's consent shall be at DNR's sole discretion. Berg's consent shall not be unreasonably conditioned or withheld.

- a. If Sublessee is a corporation, Sublessee further agrees that if at any time during the term of this Sublease one-half (1/2) or more of the outstanding shares of any class of stock of Sublessee corporation shall belong to any stockholders other than those who own one-half (1/2) or more of the outstanding shares of that class of stock at the time of the execution of this Sublease or to members of their immediate families, such change in the ownership of the stock of the Sublessee shall be deemed an assignment of this Sublease within the meaning of this Section.
- b. If Sublessee is a general or limited partnership, Sublessee agrees that if at any time during the term of this Sublease one-half (1/2) or more of the partnership interest shall belong to any partners other than those who own one-half (1/2) or more of the partnership interest of Sublessee at the time of execution of this Sublease or to members of their immediate family, such change in ownership of partnership interest shall be deemed an assignment of this Sublease within the meaning of this Section.
- c. If Berg shall give his and obtain DNR's consent to any assignment or sublease, this Section 14 shall nevertheless continue in full force and effect and no further assignment or sublease shall be made without Berg's obtaining Berg's and DNR's further consent.
- d. If Sublessee desires to assign, transfer or sublease this Sublease or any interest therein, he shall notify both DNR and Berg in writing of said desire to assign or transfer and the details of the proposed agreement, at least thirty (30) days prior to the proposed date of assignment or transfer to a third party. The notification shall include, but need not be limited to a financial statement of the proposed assignee,

including but not limited to a full disclosure of the monetary payment or any other considerations involved, and an executed affidavit from the proposed assignee stating he has examined this Sublease, understands this Sublease, agrees to assume and be bound by all of the Sublessee's obligations and covenants under this Sublease, the same as if he were the original Sublessee hereunder, and the proposed date of assignment, transfer or sublease. Both DNR and Berg will review the request and respond with either an approval or disapproval of the request in a timely manner.

- e. Berg's approval of an assignment to a financially sound assignee shall not be unreasonably conditioned or withheld. DNR's approval of the assignment shall be at DNR's sole discretion.
- f. Sublessee shall not delegate any of its duties under this Sublease without the written consent of Berg and DNR.

15. Utilities. Sublessee shall be solely responsible for ensuring that all utility services, including but not limited to water, sewer, gas, electricity and oil, are furnished to the Subleased Property and shall be solely responsible for the costs of installation and maintenance thereof. Sublessee shall remove all waste and garbage from the Subleased Property at its own expense.

16. Signs. No sign, advertisement, notice or other lettering that affects the exterior appearance of the Subleased Property, including, without limitation, the Subleased Premises, will be exhibited, inscribed, painted or affixed by Sublessee on any part of the outside or inside of the premises without Berg's prior written consent; provided, that such consent shall not be unreasonably withheld. If Sublessee violates this provision, Berg may remove the sign without any liability, and may charge the expense incurred by such removal to the Sublessee, provided, however, Berg shall give Sublessee written notice of Sublessee's violation of this provision and Sublessee shall have forty-eight (48) hours after receiving said notice to comply with the terms of this provision, before Berg shall remove said signs. All signs erected or installed by Sublessee shall be subject to any federal, state or local statutes, ordinances or regulations applicable to signs.

17. Inspections-Access. Berg reserves the right to inspect the Subleased Property, including without limitation the Subleased Premises, at any and all reasonable times throughout the term of this Sublease; provided, that Berg shall not interfere unduly with Sublessee's operations.

The right of inspection reserved to Berg hereunder shall impose no obligations on Berg to make inspections to ascertain the condition of the Subleased Property, and shall impose no liability upon Berg for failure to make such inspections.

18. Berg Access Rights. Berg reserves the non-exclusive right to utilize that portion of the Subleased Property necessary for purposes related to the marina uses on that portion of the property subject to the DNR Lease that is not being subleased to Sublessee (“**Marina Uses**”). Such purposes include, but are not limited to, ingress and egress; construction, maintenance and operation of power lines, water pipes and other utilities; and any and every other purpose reasonably related to the operation of the Marina Uses. Such Marina Uses shall not adversely and unreasonably affect Sublessee’s normal business operations.

19. Taxes. Sublessee shall pay throughout the term of this Sublease, all license and excise fees and occupation taxes covering the business conducted on the Subleased Property, and all taxes on property of Sublessee on the Subleased Property and all taxes on the subleasehold interest created by this Sublease, and any other taxes pertaining to Sublessee’s use of the Subleased Property, including but not limited to real property, personal property, and/or leasehold excise taxes.

20. Assurance of Performance--Lease Obligations. In the event of a default in the performance of any obligation under this Sublease which remains uncured for more than ten (10) days after demand, Berg may request, and the Sublessee shall provide, adequate assurance of the future performance of all obligations under this Sublease. The adequacy of any assurance shall be determined according to commercially reasonable standards for lessors of real property in Thurston, County Washington.

21. Time is of the Essence. Time is of the essence of this Sublease, and in the event of the failure of Sublessee to pay the rentals or other charges at the time and in the manner herein specified, or to keep any of the covenants or agreements herein set forth, the Sublessee shall be in default.

22. Default. If Sublessee has defaulted in the performance of any of the obligations under this Sublease, Berg may terminate this Sublease under the provisions of this Section. Berg will give Sublessee ten (10) days’ notice in writing as to monetary defaults, and sixty (60) days’ notice in writing as to non-monetary defaults stating the nature of the default to permit Sublessee to remedy the default within the ten (10) or sixty (60) day period. In the event Sublessee fails to cure said default, Berg may, at any time after the expiration of the ten (10) or sixty (60) days, terminate this Sublease, on written notice.

23. Condemnation.

- a. Berg and Sublessee will give to the other immediate written notice of the receipt of notice of any proceedings with respect to a condemnation and of any intention of any authority to exercise the power of eminent domain.
- b. If all of the Subleased Premises are taken by any lawful authority under the power of eminent domain for a period which will end on or extend beyond the expiration

of the term of this Sublease, this Sublease terminates as of the date condemner takes possession, and Sublessee will have no claim or interest in or to any award of just compensation except that the Sublessee will be entitled to an amount equal to the fair market value of the Sublessee's leasehold interest in any improvement taken by the condemner made to the Subleased Property by Sublessee, but not to exceed the amount of that part, if any, of the award attributable to the fair market value of the improvements.

- c. If part of the Subleased Property is taken by any lawful authority under the power of eminent domain for a period which will end on or extend beyond the expiration of the term of this Sublease, Berg or Sublessee may choose to terminate this Sublease as of the date the condemner takes possession. If neither Berg nor Sublessee elects to terminate this Sublease, the rent will be reduced in the same portion that the value of the portion of the premises to be taken bears to the value of the entire Subleased Property as of the date condemner takes possession. Sublessee will have no claim or interest in or to any award of just compensation or damages except that the Sublessee will be entitled to an amount equal to the fair market value of the Sublessee's leasehold interest in the part taken by the condemner of any improvements made to the Subleased Property by the Sublessee, but not to exceed the amount of that part, if any, of the award attributable to the fair market value of the improvements.

- d. If temporary use of all or a portion of the Subleased Premises is taken by any lawful authority for a period, which would reduce the subleasehold and consequently, would cause the Subleased Premises to be unlesseeable for the use by Sublessee for the purposes set forth in the section of this Sublease titled "Use of Premises," at Sublessee's determination, then Berg or Sublessee may choose to terminate this Sublease. If Berg or Sublessee elect to terminate this Sublease, this Sublease will terminate the date the condemner takes possession and Sublessee will have no claim or interest in or to any award of just compensation except that the Sublessee will be entitled to an amount equal to the fair market value of the Sublessee's leasehold interest in any improvements made to the Subleased Property by the Sublessee. If neither Berg or Sublessee elects to terminate this Sublease, this Sublease will continue in full force and effect. Sublessee will be entitled to receive any award from the condemner for the use of all or part of the Subleased Premises, EXCEPT that Sublessee may elect to have the rents reduced by the amount proportionally attributable to any partial temporary taking, in which event the Sublessee shall not be entitled to any portion of the award attributable to land use.

24. Waiver. The acceptance of partial rent by Berg for any period or periods after a default or of performance of any covenant of this Sublease after a default by Sublessee will not be considered a waiver of the default unless Berg gives Sublessee written notice that the

acceptance is a waiver. No waiver by Berg of any default by Sublessee will be construed to be or act as a waiver of any subsequent default by Sublessee.

25. Litigation Costs. In the event either party hereto shall bring suit or any action against the other party by reason of a default hereunder or a breach of any provision hereof, or to recover any rent or other monies due hereunder or to recover possession of the Subleased Property, or to obtain any other relief, declaratory or otherwise, arising out of this Sublease, then the prevailing party in such suit or action shall be entitled to an award of its reasonable attorneys' fees and costs and expenses incurred in connection with such suit or action, including appeals.

26. Choice of Law and Venue. This Sublease shall be construed under the laws of the State of Washington. Any action arising under this Sublease shall be brought in Thurston County Superior Court.

27. Cumulative Remedies. No provision of this Sublease precludes Berg from pursuing any other remedies, including equitable remedies and injunctive relief, for Sublessee's failure to perform their obligations.

28. Heirs, Agents and Assigns. Without limiting any provisions of this Sublease pertaining to assignment and subletting, the provisions of this Sublease bind the heirs, legal representatives, successors, agents and assigns of all parties to this Sublease

29. Surrender of Possession. At the expiration or termination of this Sublease, Sublessee will promptly surrender possession of the Subleased Premises to Berg.

30. Holding Over. DNR, at its sole discretion, must approve the DNR Lease going into holdover/month-to-month status before the Sublease can be similarly extended. Following DNR approval of the DNR Lease going into holdover/month-to-month status, Berg, at its sole discretion may approve a holdover of this Sublease, provided that the holdover shall incorporate any conditions required by DNR. If the Sublessee, with the consent of Berg, holds over after the expiration or other sooner termination of this Sublease, the resulting tenancy shall be a month-to-month tenancy, unless otherwise agreed, provided that the term of the Sublease will expire one day prior to the expiration of the DNR Lease; provided that, any tenancy beyond the term of the DNR Lease must be approved by DNR, at its sole discretion. During such month-to-month tenancy, the amount of rent to be paid shall be determined in accordance with the provisions of Section 3. Rent adjustments, notice of termination of the tenancy by either party and notice by Berg of changes in the conditions of tenancy shall all require at least thirty (30) days' notice. During such month to-month tenancy, rent shall be paid on the first of each month, in advance, at whatever location Berg may designate, and all provisions of this Sublease shall apply.

31. Severability. If any term or provision of this Sublease or the application of any term or provision to any person or circumstances is invalid or unenforceable, the remainder of this Sublease, or the application of the term or provision to persons or circumstances other than

those as to which it is held invalid or unenforceable, will not be affected and will continue in full force.

32. “Sublessee” Includes Sublessee. It is understood and agreed that for convenience the word “Sublessee” and verbs and pronouns in the singular number and neuter gender are uniformly used throughout this Sublease, regardless of the number, gender or fact of incorporation of the party who is, or of the parties who are, the actual Sublessee or Sublessees under this Sublease.

33. Captions. The captions in this Sublease are for convenience only and do not in any way limit or amplify the provisions of this Sublease.

34. Notices. Required notices except legal notices shall be given in writing to the following respective address:

To Berg: Wedell A. Berg, Jr. #438
 16625 Redmond Way Suite M
 Redmond, WA 98052

To Sublessee: Boardwalk Associates Co-Tenancy Investors
 Attn: Pat Rants
 724 Columbia St. NW Suite 140
 Olympia, WA 98501

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence.

35. Attachments to Sublease. This Sublease includes the following; which are attached thereto, incorporated herein and made a part hereof:

Exhibit A—Sketch of Leased Property showing Leased Premise

Exhibit B—DNR Lease

36. Sole Authority to Deal with DNR. The obligations of the DNR Lease, including the obligation to pay rent, and discharge the covenants in that DNR Lease, are expressly understood and agreed to continue and remain as unitary obligations of Berg under that DNR Lease. Berg shall have the sole and exclusive authority to deal with DNR in all matters relating to the DNR Lease, including application of the DNR Lease to this Sublease. The parties acknowledge that there is no privity of contract between the Sublessee and DNR.

37. Right of First Refusal. Sublessee shall have the right of first refusal on any future bona fide offer to purchase the Leased Property or Berg's **DNR Leasehold**, which is defined as the water-related portion of the DNR Lease (i.e. the marina). Under this right of first refusal, Berg shall deliver to Sublessee a copy of any bona fide offer to purchase the Leased Property or the DNR Leasehold, which Berg is willing to accept. If Sublessee wishes to purchase the Leased Property or DNR Leasehold on the same terms and conditions as set out in the offer delivered by Berg, then Sublessee shall give written notice of such intent within ten (10) days after receipt of the copy of said offer from Berg. Upon giving notice of an intent to purchase the Leased Property or DNR Leasehold from Berg, the Sublessee shall thereafter comply with the terms and conditions of said offer. If Sublessee fails to give written notice of intent to purchase within the ten (10) day period, then Berg may sell to the offeror under the terms and conditions set forth in the offer.

38. Arbitration. In the event Berg and Sublessee cannot agree upon a matter to be mutually determined, or a dispute arises concerning the rights or obligations of the parties hereunder, then the matter shall be determined by binding arbitration in accordance with the rules of the American Arbitration Association then in effect in Seattle, Washington, which are not inconsistent with this Sublease. Either party may elect to initiate arbitration, each party shall select one arbitrator, and the two arbitrators so selected shall select a third arbitrator. The arbitration proceedings shall be held in Olympia, Washington. It is the intention of the parties that discovery be limited by the arbitrators to the minimum essential to afford a fair hearing to the parties. As part of their decision in any arbitration hereunder, the arbitrators may require the losing party to pay some or all of the costs of the arbitration and the prevailing party's reasonable attorneys' fees. The decision of the arbitrators on issues arbitrated shall be final, absent fraud or collusion. Jurisdiction and venue of any action to compel arbitration, or to challenge the decision of the arbitrators due to fraud or collusion, shall be had exclusively in the Superior Court of the State of Washington for Thurston County.

39. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

40. Specific Performance and Materiality of Terms. The parties specifically agree that damages are not an adequate remedy for breach of this Agreement and that the parties are entitled to compel specific performance of all material terms of this Agreement by any party in default hereof. All terms and provisions of this Agreement are material.

41. No Third Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

42. Severability. This Agreement does not violate any federal or state statute, rule, regulation or common law known; but any provision which is found to be invalid or in violation


of any statute, rule, regulation or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.

43. Cooperation in Execution of Documents. The parties agree to properly and promptly execute and deliver any and all additional documents that may be necessary to render this Agreement practically effective. This Section shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

44. Full Understanding. The parties each acknowledge, represent and agree that they have read this Agreement; that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents. Both parties have had an equal opportunity to participate in the drafting and review of this documents.

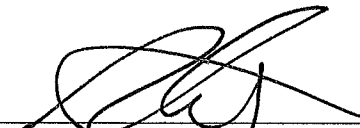
45. Final and Complete Agreement. This Agreement is integrated and constitutes the final and complete expression of the parties on all subjects relating to the sublease of the Leased Property. This Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by the parties. This Sublease supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation. No party is entering into this Sublease in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.



Wedell A. Berg, Jr.

Boardwalk Associates Co-Tenancy Investors



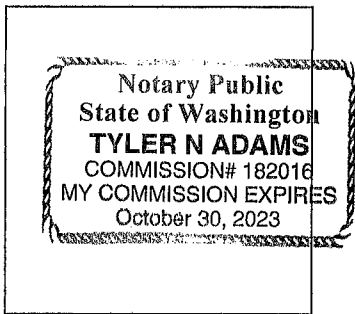
Its: President

STATE OF WASHINGTON)
)
COUNTY OF King)

SS:

I certify that I know or have satisfactory evidence that WEDELL A. BERG, JR. is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged that s/he executed the within and foregoing instrument, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: Oct. 23, 2019.



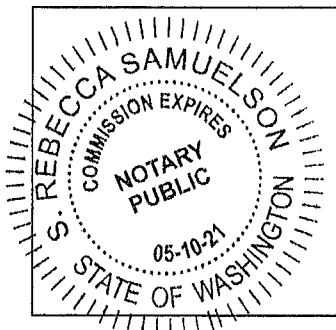
Tyler N. Adams
Print Name: Tyler N. Adams
NOTARY PUBLIC in and for the State of
Washington, residing at:
King County.
My Appointment Expires: 10/30/2023

STATE OF WASHINGTON)
)
COUNTY OF Thurston)

SS:

I certify that I know or have satisfactory evidence that Pat Rants is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the President, of the Boardwalk Associates that executed the within and foregoing instrument, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 10/29/2020, 2019.



S. Rebecca Samuelson
Print Name: S. Rebecca Samuelson
NOTARY PUBLIC in and for the State of
WA, residing at:
Tumwater WA
My Appointment Expires: 05-10-2021

EXHIBIT A
LEGAL DESCRIPTION AND SKETCH OF THE LEASED PROPERTY

Exhibit A to Sublease
Parcel 3

BUILDING AREA
WITH OUTSIDE SEATING AREA

THAT PORTION OF THE OLYMPIA HARBOR AREA ABUTTING N. COLUMBIA STREET, FRONTING LOTS 1 AND 2 OF BLOCK 2 AND B AVENUE WEST, AS SHOWN ON THE OFFICIAL MAPS OF THE OLYMPIA TIDE LANDS ON FILE WITH THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON, COMMENCING AT A POINT ON THE INNER HARBOR LINE AT THE INTERSECTION OF THE EXTENDED NORTH LINE OF SAID B AVENUE WEST; THENCE ALONG THE INNER HARBOR LINE, SOUTH 04°06'12" EAST, 18.95 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 86°00'38" WEST, 19.70 FEET;
THENCE SOUTH 42°55'18" WEST, 36.89 FEET;
THENCE SOUTH 12°01'49" WEST, 2.17 FEET;
THENCE SOUTH 04°11'44" EAST, 84.05 FEET;
THENCE SOUTH 51°14'42" EAST, 6.59 FEET;
THENCE SOUTH 04°02'34" EAST, 21.59 FEET;
THENCE NORTH 85°53'48" EAST, 42.35 FEET TO SAID INNER HARBOR LINE;
THENCE ALONG SAID INNER HARBOR LINE, NORTH 04°06'12" WEST, 137.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,017 SQUARE FEET, MORE OR LESS;

SITUATE IN THE CITY OF OLYMPIA, THURSTON COUNTY, WASHINGTON.

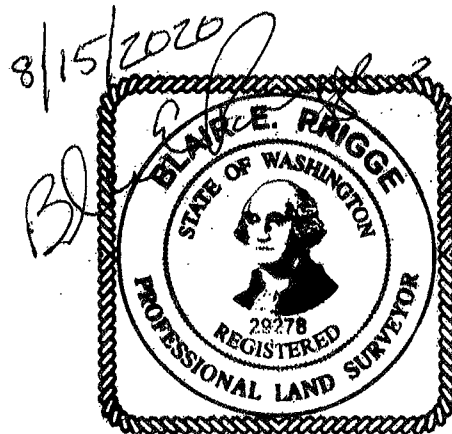
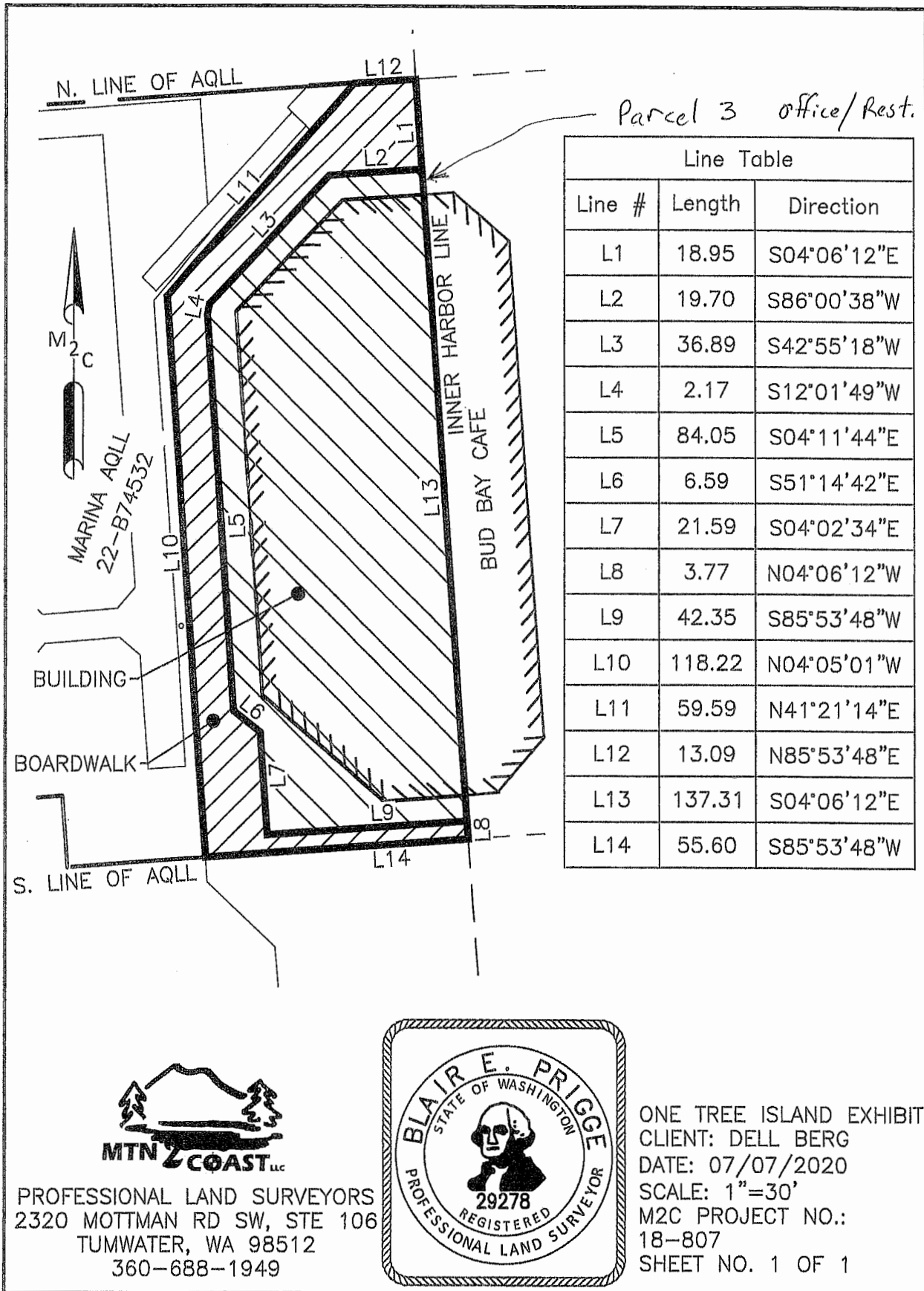
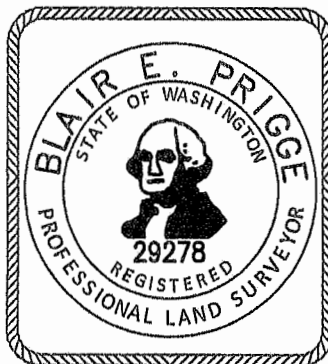


Exhibit A to Sublease



PROFESSIONAL LAND SURVEYORS
 2320 MOTTMAN RD SW, STE 106
 TUMWATER, WA 98512
 360-688-1949



ONE TREE ISLAND EXHIBIT
 CLIENT: DELL BERG
 DATE: 07/07/2020
 SCALE: 1"=30'
 M2C PROJECT NO.:
 18-807
 SHEET NO. 1 OF 1

EXHIBIT B
DNR MASTER LEASE

When recorded, return to:
Wedell A. Berg Jr.
Attn: 438
16625 Redmond Way Ste M
Redmond, WA 98052



HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

AQUATIC LANDS LEASE

Lease No. 22-B74532

Grantor: Washington State Department of Natural Resources
Grantee(s): Wedell A. Berg, Jr.
Legal Description: SW1/4 NW1/4, Section 14, Township 18 North, Range 2 West, W.M.
Complete Legal Description on Page 36
Auditor Reference Number: 4701732
Assessor's Property Tax Parcel or Account Number: Not Applicable
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this lease: Not Applicable

THIS LEASE is between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and WEDELL A. BERG, JR, a single individual ("Tenant").

BACKGROUND

Tenant desires to lease a portion of the aquatic lands commonly known as Budd Inlet, which is a harbor area located in Thurston County, Washington, from State, and State desires to lease the Property to Tenant pursuant to the terms and conditions of this Lease. State has authority to enter



into this Lease under Chapter 43.12, Chapter 43.30 and Title 79 of the Revised Code of Washington (RCW).

THEREFORE, the Parties agree as follows:

SECTION 1 PROPERTY

1.1 Property Defined.

- (a) State leases to Tenant and Tenant leases from State the real property described in Exhibit A together with all the rights of State, if any, to improvements on and easements benefiting the Property, but subject to the exceptions and restrictions set forth in this Lease (collectively the "Property").
- (b) This Lease is subject to all valid interests of third parties noted in the records of Thurston County, or on file in the Office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) This Lease does not include a right to harvest, collect, or damage natural resources, including aquatic life or living plants; water rights; mineral rights; or a right to excavate or withdraw sand, gravel, or other valuable materials.
- (d) State reserves the right to grant easements and other land uses on the Property to others when the easement or other land uses will not interfere unreasonably with the Permitted Use.

1.2 Survey and Property Descriptions.

- (a) Tenant warrants that the legal description provided in Exhibit A is a true and accurate description of the Property boundaries and the Improvements already existing on the Property. Tenant's obligation to provide a true and accurate description of the Property boundaries is a material term of this Lease
- (b) Tenant's use or occupancy of any state-owned aquatic lands outside the Property boundaries is a material breach of this Lease and State may seek remedies under Section 14 of this Lease in addition to any other remedies afforded by law or equity or otherwise.

1.3 Inspection. State makes no representation regarding the condition of the Property, improvements located on the Property, the suitability of the Property for Tenant's Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Property, or the existence of hazardous substances on the Property. Tenant inspected the Property and accepts it "AS IS."

SECTION 2 USE

2.1 Permitted Use. Tenant shall use the Property for a commercial marina, a two-story commercial office building/restaurant, and public access (the "Permitted Use"), and for no other

purpose. Exhibit B includes additional details about the Permitted Use, the Property, and Improvements. The Permitted Use of this Lease shall not be changed or modified without the written consent of State which shall be at State's sole discretion.

2.2 Restrictions on Permitted Use and Operations. The following limitations and requirements apply to the Property and adjacent state-owned aquatic land. Tenant's compliance with the following does not limit Tenant's liability under any other provision of this Lease.

- (a) Tenant shall not cause or permit:
 - (1) Damage to natural resources,
 - (2) Waste, or
 - (3) Deposit of material, unless approved by State in writing. This prohibition includes deposit of fill, rock, earth, ballast, wood waste, refuse, garbage, waste matter, pollutants of any type, or other matter.
- (b) Nothing in this Lease shall be interpreted as an authorization to dredge the Property.
- (c) If pressure washing or cleaning any equipment, machinery, or floating or fixed structures, Tenant shall avoid scouring the substrate and damaging any aquatic land and vegetation. Tenant shall also comply with the following limitations:
 - (1) If equipment contains or is covered with petroleum based products: (1) Tenant shall not pressure wash such equipment in or over the water and (2) all wash water must be contained and taken to an approved treatment facility.
 - (2) Tenant shall collect or sweep up non-organic debris accumulations on structures resulting from pressure washing and properly dispose of such debris in an upland location.
 - (3) Tenant shall pressure wash using only clean water. Tenant shall not use or add to the pressure washing unit any detergents or other cleaning agents.
 - (4) Tenant shall pressure wash painted structures using appropriate filter fabric to control and contain paint particles generated by the pressure washing.
 - (5) Tenant shall avoid damage caused by propeller wash from vessels.
 - (6) Tenant shall not allow moorage or anchorage of vessels in water shallower than seven (7) feet at the extreme low tide, and shall not allow vessels to come in contact with underlying tidelands or bedlands (commonly referred to as "grounding out") at any time.
- (d) Tenant shall not construct new bulkheads or place hard bank armoring.
- (e) Tenant shall not construct or install new covered moorage or boat houses.
- (f) Tenant shall incorporate best management practices for marinas to prevent release of chemical contaminants, wastewater, garbage, and other pollutants. As of the Commencement Date, current best management practices for marinas are set forth in Pollution Prevention for Washington State Marinas, available at <https://wsg.washington.edu/wordpress/wp-content/uploads/marina-handbook.pdf>. If this Lease, the Department of Natural Resources, Department of Ecology, or any other governmental entity that has jurisdiction over the

Property establishes different standards, Tenant shall meet the most protective standard.

2.3 Conformance with Laws. Tenant shall, at all times, keep current and comply with all conditions and terms of permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding Tenant's use or occupancy of the Property.

2.4 Liens and Encumbrances. Unless expressly authorized by State in writing, Tenant shall keep the Property free and clear of liens or encumbrances arising from the Permitted Use or Tenant's occupancy of the Property.

2.5 Residential Uses Prohibited. Residential uses, as defined by WAC 332-30-106(62), are not permitted on the Property.

SECTION 3 TERM

3.1 Term Defined. The term of this Lease is Thirty (30) years (the "Term"), beginning on the 1st day of August, 2020 (the "Commencement Date"), and ending on the 31st day of July, 2050 (the "Termination Date"), unless terminated sooner under the terms of this Lease. Whenever the phrase "termination of this Lease" or "termination of the Lease" is used in this Lease, it shall refer to the ending, termination, cancellation, or expiration of the Lease.

3.2 Renewal of the Lease. This Lease does not provide a right of renewal. Tenant may apply for a new lease, which State has discretion to grant or deny. Tenant must apply for a new lease at least one (1) year prior to Termination Date.

3.3 End of Term.

- (a) Removal of Improvements and Personal Property: Prior to the termination of this Lease, Tenant shall remove Improvements and Personal Property in accordance with Section 7, Improvements.
- (b) Restoration of Property:
 - (1) Prior to the termination of this Lease, Tenant shall restore the Property to its condition before the installation of any Improvements on the Property.
 - (2) This restoration is to be done at Tenant's expense and to the satisfaction of State. Restoration of the Property is considered to be Work, as described in Section 7 of the Lease. Tenant's plans for restoring the Property shall be submitted to State for prior approval in accordance with Section 7 of this Lease.
 - (3) If Tenant fails to restore the condition of the Property as required by this Paragraph, State may take steps reasonably necessary to remedy Tenant's failure. Upon demand by State, Tenant shall pay all costs of State's remedy, including but not limited to the costs of removing and disposing of material deposited on the Property, lost revenue resulting from the

condition of the Property, and administrative costs associated with State's remedy.

- (c) Vacation of Property: Upon the termination of this Lease, Tenant shall cease all operations on and use of the Property and surrender the Property to State.

3.4 Holdover.

- (a) If Tenant remains in possession of the Property after the Termination Date, and State has not notified Tenant that Tenant must vacate the Property, in the absence of a new lease agreement between State and Tenant, the following terms apply: Tenant's occupancy will be a month-to-month tenancy, on terms identical to the terms of this Lease, except that either Party may terminate the tenancy on thirty (30) days' written notice. The month-to-month occupancy will not be an extension or renewal of the Term.
 - (1) The monthly rent during the month-to-month tenancy will be the same rent that would be due if the Lease were still in effect and all adjustments in rent were made in accordance with its terms.
 - (2) Payment of more than the monthly rent will not be construed to create a periodic tenancy longer than month-to-month. If Tenant pays more than the monthly rent and State provides notice to vacate the property, State shall refund the amount of excess payment remaining after the Tenant ceases occupation of the Property.
- (b) If State notifies Tenant to vacate the Property and Tenant fails to do so within the time set forth in the notice, Tenant will be a trespasser and shall owe State all amounts due under RCW 79.02.300 or other applicable laws.

SECTION 4 RENT

4.1 Annual Rent.

- (a) The Annual Rent is based on the use classification of Tenant's Permitted Use of the Property and the square footage of each use classification, as set forth in Exhibit A.
- (b) Until adjusted as set forth below, Tenant shall pay to State an annual rent of Seventeen Thousand Seven Hundred Thirteen Dollars and Thirty-Eight Cents (\$17,713.38) consisting of Six Thousand Three Hundred Fifty-Eight Dollars and Ninety-Eight Cents (\$6,358.98) related to the water-dependent use and Eleven Thousand Three Hundred Fifty-Four Dollars and Forty Cents (\$11,354.40) related to the nonwater-dependent use.
- (c) The annual rent, as it currently exists or as adjusted or modified (the "Annual Rent"), is paid in quarterly installments, each of which is equal to one-fourth (1/4) of the then current Annual Rent. The first installment, in the amount of Four Thousand Four Hundred Twenty-Eight Dollars and Thirty-Four Cents (\$4,428.34), is due and payable in full on or before the Commencement Date and subsequent installments shall be due and payable in full on or before the same day

of each third month thereafter. Any payment not paid by State's close of business on the date due is past due.

- (d) **Public Use and Access.** This Lease allows for free or reduced rent for areas that meet the requirements of RCW 79.105.230 and WAC 332-30-131. If Tenant's use of these areas cease to meet the requirements for free or reduced rent in RCW 79.105.230 and WAC 332-30-131, State will charge Tenant water-dependent rent for using these areas.

4.2 Payment Place. Tenant shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

4.3 Adjustment Based on Change in Use Classification. Neither the use classification nor the square footage of a use classification shall be changed without the prior written consent of State. If the use classification or the square footage of a use classification is changed, the Annual Rent shall be adjusted based on the revised use classification or square footage of each use classification.

4.4 Rent Adjustment Procedures.

- (a) **Notice of Rent Adjustment.** State shall provide notice of adjustments to the Annual Rent allowed under Paragraphs 4.5(b) and 4.6(b) to Tenant in writing no later than ninety (90) days after the anniversary date of the Lease.
- (b) If State fails to provide the notice required in Paragraph 4.4(a), State shall not collect the adjustment amount for the year in which State failed to provide notice. Upon providing notice of adjustment, State may adjust and prospectively bill Annual Rent as if missed or waived adjustments had been implemented at the proper interval. This includes the implementation of any inflation adjustment.

4.5 Rent Adjustments for Water Dependent Uses

- (a) **Inflation Adjustment.** State shall adjust water dependent rent annually pursuant to RCW 79.105.200-.360, except in those years in which State revalues the rent under Paragraph 4.5(b) below. This adjustment will be effective on the anniversary of the Commencement Date.
- (b) **Revaluation of Rent.** At the end of the first four year period of the Term, and at the end of each subsequent four year period, State shall revalue the water dependent Annual Rent in accordance with RCW 79.105.200-.360.
- (c) **Rent Cap.** State shall increase rent incrementally in compliance with RCW 79.105.260 as follows: If application of the statutory rent formula for water dependent uses would result in an increase in the rent attributable to such uses of more than fifty percent (50%) in any one year, State shall limit the actual increase implemented in such year to fifty percent (50%) of the then-existing rent. In subsequent, successive years, State shall increase the rental amount incrementally until State implements the full amount of increase as determined by the statutory rent formula.

4.6 Rent Adjustments for Nonwater Dependent Uses

- (a) **Inflation Adjustment.** State shall adjust nonwater-dependent rent annually on the Commencement Date, except in those years in which State revalues the rent under Paragraph 4.6(b) below. Adjustment is based on the percentage rate of change in the previous calendar year's Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, for the Seattle-Tacoma-Bellevue Metropolitan Statistical Area, All Urban Consumers, all items 1982-84 = 100. If publication of the Consumer Price Index is discontinued, State shall use a reliable governmental or other nonpartisan publication evaluating the information used in determining the Consumer Price Index.
- (b) **Revaluation of Rent.** At the end of the first four-year period of the Term, and at the end of each subsequent four-year period, State shall revalue the nonwater dependent Annual Rent to reflect the then-current fair market rent.

SECTION 5 OTHER EXPENSES

- 5.1 Utilities.** Tenant shall pay all fees charged for utilities required or needed by the Permitted Use.
- 5.2 Taxes and Assessments.** Tenant shall pay all taxes (including leasehold excise taxes), assessments, and other governmental charges applicable or attributable to the Property, Tenant's leasehold interest, the Improvements, or Tenant's use and enjoyment of the Property.
- 5.3 Right to Contest.** If in good faith, Tenant may contest any tax or assessment at its sole cost and expense. At the request of State, Tenant shall furnish reasonable protection in the form of a bond or other security, satisfactory to State, against loss or liability resulting from such contest.
- 5.4 Proof of Payment.** If required by State, Tenant shall furnish to State receipts or other appropriate evidence establishing the payment of amounts this Lease requires Tenant to pay.
- 5.5 Failure to Pay.** If Tenant fails to pay any of the amounts due under this Lease, State may pay the amount due, and recover its cost in accordance with Section 6.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

- 6.1 Failure to Pay Rent.** If Tenant fails to pay rent when due under this Lease, State may seek remedies under Section 14 as well as late charges and interest as provided in this Section 6.
- 6.2 Late Charge.** If State does not receive full rent payment within ten (10) days of the date due, Tenant shall pay to State a late charge equal to four percent (4%) of the unpaid amount or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.3 Interest Penalty for Past Due Rent and Other Sums Owed.

- (a) Tenant shall pay interest on the past due rent at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Paragraph 6.2. Rent not paid by the close of business on the due date will begin accruing interest the day after the due date.
- (b) If State pays or advances any amounts for or on behalf of Tenant, Tenant shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Tenant of the payment or advance. This includes, but is not limited to, State's payment of taxes, assessments, insurance premiums, costs of removal and disposal of materials or Improvements under any provision of this Lease, or other amounts not paid when due.

6.4 Referral to Collection Agency and Collection Agency Fees. If State does not receive full payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Tenant shall pay collection agency fees in addition to the unpaid amount.

6.5 No Accord and Satisfaction. If Tenant pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. State may accept payment in any amount without prejudice to State's right to recover the balance or pursue any other right or remedy. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

6.6 No Counterclaim, Setoff, or Abatement of Rent. Except as expressly set forth elsewhere in this Lease, Tenant shall pay rent and all other sums payable by Tenant without the requirement that State provide prior notice or demand. Tenant's payment is not subject to counterclaim, setoff, deduction, defense or abatement.

SECTION 7 IMPROVEMENTS

7.1 Improvements Defined.

- (a) "Improvements," consistent with RCW 79.105 through 79.140, are additions within, upon, or attached to the land. This includes, but is not limited to, fill, structures, bulkheads, docks, pilings, and other fixtures.
- (b) "Personal Property" means items that can be removed from the Property without (1) injury to the Property, adjacent state-owned aquatic lands, or Improvements or (2) diminishing the value or utility of the Property, adjacent state-owned aquatic lands, or Improvements.
- (c) "State-Owned Improvements" are Improvements made or owned by the State of Washington. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Tenant.
- (d) "Tenant-Owned Improvements" are Improvements authorized by State and (1) made by Tenant (2) acquired by Tenant from the prior tenant, (3) made by

subtenants on the Property, or (4) acquired by a subtenant from Tenant or a prior subtenant or tenant.

- (e) "Unauthorized Improvements" are Improvements made on the Property without State's prior consent or Improvements made by Tenant that do not conform to plans submitted to and approved by State.

7.2 Existing Improvements. On the Commencement Date, the following Improvements are located on the Property: a gangway, three (3) floating docks, twenty-seven (27) finger floats, pilings, a portion of an elevated boardwalk, and a portion of a two-story building. The gangway, three floating docks, twenty-seven finger floats and all pilings not associated with the boardwalk and building are State-Owned Improvements. The boardwalk, the pilings associated with the boardwalk, and the two-story building are Tenant-Owned Improvements. State-Owned Improvements that are removed and replaced in accordance with the terms of this Lease shall become Tenant-Owned Improvements upon their replacement.

7.3 Construction, Major Repair, Modification, and Other Work.

- (a) This Paragraph 7.3 governs construction, alteration, replacement, major repair, modification, and removal of Improvements ("Work").
- (b) Except in an emergency, Tenant shall not conduct Work, without State's prior written consent. Tenant shall obtain State's prior written consent as follows:
 - (1) Tenant shall submit to State plans and specifications describing the proposed Work at least sixty (60) days before submitting permit applications to regulatory authorities unless Tenant and State otherwise agree to coordinate permit applications. At a minimum, or if no permits are necessary, Tenant shall submit plans and specifications at least ninety (90) days before commencement of Work.
 - (2) State may deny consent if State determines that denial is in the best interest of the State of Washington or if proposed Work does not comply with Paragraphs 7.4 and 11.3. State may impose additional conditions reasonably intended to protect and preserve the Property.
 - (3) State will not approve plans to construct new Improvements or expand existing Improvements in or over habitats designated by State as important habitat, including, but not limited to: native aquatic vegetation, commercial geoduck tracts, forage fish spawning areas, and salmon critical habitat. Tenant shall confirm location of important habitat on Property, if any, with State before submitting plans and specifications in accordance with Paragraph 7.3.
- (c) Tenant shall immediately notify State of emergency Work. Upon State's request, Tenant shall provide State with plans and specifications or as-builts of emergency Work.
- (d) Tenant shall not commence or authorize Work until Tenant or Tenant's contractor has:
 - (1) Obtained a performance and payment bond in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of construction.

Tenant or Tenant's contractor shall maintain the performance and payment bond until the costs of the Work, including all laborers and material persons, are paid in full.

- (2) Obtained all required permits.
- (e) Before completing Work, Tenant shall remove all debris and restore the Property to an orderly and safe condition. If Work is for removal of Improvements at End of Term, Tenant shall restore the Property in accordance with Paragraph 3.3, End of Term.
- (f) Upon completing Work, Tenant shall promptly provide State with as-built plans and specifications. State may also require Tenant to obtain an updated record of survey showing the Property boundaries and the as-built location of all Improvements on the Property.
- (g) State shall not charge rent for authorized Improvements installed by Tenant during this Term of this Lease, but State may charge rent for such Improvements when and if Tenant or successor obtains a subsequent use authorization for the Property and State has waived the requirement for Improvements to be removed as provided in Paragraph 7.5.

7.4 Standards for Work.

- (a) Applicability of Standards for Work.
 - (1) The standards for Work in Paragraph 7.4(b) apply to Work commenced in the five year period following the Commencement Date. Work commences when State approves plans and specifications.
 - (2) If Tenant commences Work five years or more after the Commencement Date, Tenant shall comply with State's then current standards for Work.
 - (3) Tenant may ascertain State's current standards for Work as follows:
 - (i) Before submitting plans and specifications for State's approval as required by Paragraph 7.3 of the Lease, Tenant shall request State to provide Tenant with then current standards for Work on State-owned Aquatic Lands.
 - (ii) Within thirty (30) days of receiving Tenant's request, State shall provide Tenant with current standards for Work, which will be effective for the purpose of State's approval of Tenant's proposed Work provided Tenant submits plans and specifications for State's approval within two (2) years of Tenant's request for standards.
 - (iii) If State does not timely provide current standards upon Tenant's request, the standards under Paragraph 7.4(b) apply to Tenant's Work provided Tenant submits plans and specifications as required by Paragraph 7.3 within two (2) years of Tenant's request for standards.
 - (iv) If Tenant fails to (1) make a request for current standards or (2) timely submit plans and specifications to State after receiving current standards, Tenant shall make changes in plans or Work necessary to conform to current standards for Work upon State's demand.

- (b) Standards for Work.
 - (1) Tenant shall not install skirting on any overwater structure.
 - (2) Tenant shall only conduct in-water Work during time periods authorized for such work under WAC 220-660-330, Authorized Work Times in Saltwater Areas, or as otherwise directed by the Washington Department of Fish and Wildlife (WDFW), United States Fish and Wildlife Service (USFWS), or National Marine Fisheries Service (NMFS).
 - (3) Tenant shall install grating on new floats, piers, wharves, fingers, docks, decks, fixed docks, and/or gangways as follows: For floats, fingers, and docks, Tenant shall install unobstructed grating on at least fifty percent (50%) of the surface area; grating material must have at least sixty percent (60%) functional open space or forty percent (40%) or greater multi-directional open space. For gangways, piers, wharves, decks, and fixed docks, Tenant shall install grating on one hundred percent (100%) of the surface area; grating material must have at least sixty percent (60%) functional open space or forty percent (40%) or greater multi-directional open space.
 - (4) Tenant shall not allow new floating structures to come in contact with underlying tidelands or bedlands ("ground out"). Tenant must either (1) locate all new floating structures in water too deep to permit grounding out or (2) install stoppers sufficient to prevent grounding, keeping the bottom of the structure above the level of the substrate.

7.5 Tenant-Owned Improvements at End of Lease.

- (a) Removal of Tenant-Owned Improvements upon termination.
 - (1) Tenant shall remove Tenant-Owned Improvements in accordance with Paragraph 7.3 upon the termination of the Lease unless State waives the requirement for removal.
 - (2) Tenant-Owned Improvements remaining on the Property after the termination of the Lease shall become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership.
 - (3) If Tenant-Owned Improvements remain on the Property after the termination of the Lease without State's consent, State may remove all Improvements and Tenant shall pay State's costs.
- (b) Conditions Under Which State May Waive Removal of Tenant-Owned Improvements.
 - (1) State may waive removal of any Tenant-Owned Improvements whenever State determines that it is in the best interests of the State and regardless of whether Tenant enters into a new lease for the Property.
 - (2) If Tenant re-leases the Property, State may waive requirement to remove Tenant-Owned Improvements. State also may consent to Tenant's continued ownership of Tenant-Owned Improvements.

- (3) If Tenant does not enter into a new lease for the Property, State may waive requirement to remove Tenant-Owned Improvements upon consideration of a timely request from Tenant, as follows:
 - (i) Tenant must notify State at least one (1) year before the Termination Date of its request to leave Tenant-Owned Improvements.
 - (ii) State, within ninety (90) days of receiving Tenant's notification, will notify Tenant whether State consents to any Tenant-Owned Improvements remaining. State has no obligation to grant consent.
 - (iii) State's failure to respond to Tenant's request to leave Improvements within ninety (90) days is a denial of the request.
- (c) Tenant's Obligations if State Waives Removal.
 - (1) Tenant shall not remove Tenant-Owned Improvements if State waives the requirement for removal of any Tenant-Owned Improvements.
 - (2) Tenant shall maintain such Tenant-Owned Improvements in accordance with this Lease until the termination of the Lease. Tenant is liable to State for cost of repair if Tenant causes or allows damage to Tenant-Owned Improvements State has designated to remain.

7.6 Unauthorized Improvements.

- (a) Unauthorized Improvements belong to State, unless State elects otherwise.
- (b) The placement of Unauthorized Improvements on the Property is a default of the Lease. State may require removal of any or all Unauthorized Improvements. If State requires removal of Unauthorized Improvements and Tenant fails to remove Unauthorized Improvements, State may remove Unauthorized Improvements and Tenant shall pay for the cost of removal and disposal.
- (c) In addition to requiring removal of Unauthorized Improvements, State may charge Tenant a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until the time the Unauthorized Improvements are removed.
- (d) If State consents to Unauthorized Improvements remaining on the Property, upon State's consent, the Unauthorized Improvements will be treated as Tenant-Owned Improvements and the removal and ownership of such Improvements shall be governed by Paragraph 7.5. If State consents to the Unauthorized Improvements remaining on the Property, State may charge a use fee that is sixty percent (60%) higher than the full market value of the use of the land for the Unauthorized Improvements from the time of installation or construction until State consents.

7.7 Personal Property.

- (a) Tenant retains ownership of Personal Property unless Tenant and State agree otherwise in writing.
- (b) Tenant shall remove Personal Property from the Property by the termination of the Lease. Tenant is liable for damage to the Property and Improvements resulting from removal of Personal Property.

- (c) State may sell or dispose of all Personal Property left on the Property after the termination of the Lease.
 - (1) If State conducts a sale of Personal Property, State shall first apply proceeds to State's costs of removing the Personal Property, State's costs in conducting the sale, and any other payment due from Tenant to State. State shall pay the remainder, if any, to the Tenant. Tenant shall be liable for any costs of removing the Personal Property and any costs of conducting the sale that exceed the proceeds received by State.
 - (2) If State disposes of Personal Property, Tenant shall pay for the cost of removal and disposal.

7.8 Disposition of State-Owned Improvements.

- (a) Tenant shall remove State-Owned Improvements in accordance with Paragraph 7.3 by the termination of this Lease unless State waives the requirement for removal.
- (b) If Tenant enters into a new Lease, State may waive requirement for Tenant to remove State-Owned Improvements.
- (c) If Tenant fails to remove State-Owned Improvements, State may remove all Improvements and Tenant shall pay the costs of removal and disposal.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

- (a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup.
- (b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 8.1(a).
- (c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the standard of care applicable under the Washington State Model Toxics Control Act ("MTCA"), Chapter 70.105D RCW.
- (d) "Tenant and affiliates" when used in this Section 8 means Tenant or Tenant's subtenants, contractors, agents, employees, guests, invitees, licensees, affiliates, or any person on the Property with the Tenant's permission.
- (e) "Liabilities" as used in this Section 8 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments.

8.2 General Conditions.

- (a) Tenant's obligations under this Section 8 extend to the area in, on, under, or above:
 - (1) The Property; and

- (2) Adjacent state-owned aquatic lands if affected by a release of Hazardous Substances that occurs as a result of the Permitted Use.
- (b) Standard of Care.
 - (1) Tenant shall exercise the utmost care with respect to Hazardous Substances.
 - (2) Tenant shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law.

8.3 Current Conditions and Duty to Investigate.

- (a) State makes no representation about the condition of the Property or adjacent state-owned aquatic lands. Hazardous Substances may exist in, on, under, or above the Property.
- (b) This Lease does not impose a duty on State to conduct investigations or supply information to Tenant about Hazardous Substances.
- (c) Tenant is responsible for conducting all appropriate inquiry and gathering sufficient information about the existence, scope, and location of Hazardous Substances on or near the Property necessary for Tenant to meet Tenant's obligations under this Lease and utilize the Property for the Permitted Use.

8.4 Use of Hazardous Substances.

- (a) Tenant and affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Tenant shall not undertake, or allow others to undertake by Tenant's permission, acquiescence, or failure to act, activities that result in a release or threatened release of Hazardous Substances.
- (c) If use of Hazardous Substances related to Tenant's use or occupancy of the Property results in violation of law:
 - (1) Tenant shall submit to State any plans for remedying the violations, and
 - (2) Tenant shall implement any remedial measures to restore the Property or natural resources that State may require in addition to remedial measures required by regulatory authorities.
- (d) At a minimum, Tenant and affiliates shall observe the following Hazardous Substances operational standards. If the Washington Department of Ecology, U.S. Environmental Protection Agency (EPA) or other regulatory agency establishes different standards applicable to Tenant's activities under the Permitted Use, Tenant shall meet the standard that provides greater protection to the environment.
 - (1) Tenant shall not allow work on overwater structures or vessels without protective measures to prevent discharge of toxins to the water, including:
 - (i) Tenant shall not cause or allow underwater hull scraping and other underwater removal of paints.

- (ii) Tenant shall not cause or allow underwater refinishing work from boats or temporary floats unless permitted by an industrial National Pollutant Discharge Elimination System (NPDES) permit.
 - (iii) Tenant shall not cause or allow above the waterline boat repairs or refinishing in-water except if limited to decks and superstructures and less than 25 percent (25%) of a boat is repaired or refinished in-water per year.
 - (iv) Tenant shall use and require others to use tarps and other dust, drip and spill containment measures when repairing or refinishing boats in water.
- (2) Tenant shall not store or allow others to store fuel tanks, petroleum products, hydraulic fluid, machinery coolants, lubricants and chemicals not in use in locations above the water surface.
 - (3) Tenant shall inspect all equipment using petroleum products, hydraulic fluids, machinery coolants, chemicals, or other toxic or deleterious materials on a monthly basis and immediately make all repairs necessary to stop leakage. Tenant shall document the monthly inspections and repairs and keep such documentation for the duration of the Lease. Within thirty (30) days of a request by State, Tenant shall make any requested documentation of monthly inspections available to State.
 - (4) Tenant shall maintain a supply of oil spill containment materials adequate to contain a spill from the largest vessel in use on the Property.

8.5 Management of Contamination, if any.

- (a) Tenant and affiliates shall not undertake activities that:
 - (1) Damage or interfere with the operation of remedial or restoration activities, if any;
 - (2) Result in human or environmental exposure to contaminated sediments, if any;
 - (3) Result in the mechanical or chemical disturbance of on-site habitat mitigation, if any.
- (b) If requested, Tenant shall allow reasonable access to:
 - (1) Employees and authorized agents of the EPA , the Washington State Department of Ecology, health department, or other similar environmental agencies; and
 - (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Property. Tenant may negotiate an access agreement with such parties, but Tenant may not unreasonably withhold such agreement.

8.6 Notification and Reporting.

- (a) Tenant shall immediately notify State if Tenant becomes aware of any of the following:
 - (1) A release or threatened release of Hazardous Substances;

- (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of Hazardous Substances;
 - (3) Any lien or action arising from Hazardous Substances;
 - (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;
 - (5) Any notification from the EPA or the Washington State Department of Ecology that remediation or removal of Hazardous Substances is or may be required at the Property.
- (b) Tenant's duty to report under Paragraph 8.6(a) extends to lands described in Paragraph 8.2(a) and to any other property used by Tenant in conjunction with the Property if a release of Hazardous Substances on the other property could affect the Property.
 - (c) Tenant shall provide State with copies of all documents Tenant submits to any federal, state or local authorities concerning environmental impacts or proposals relative to the Property. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollutant Discharge Elimination System permits; U.S. Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality Certifications; Shoreline Substantial Development permits; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Property.

8.7 Indemnification.

- (a) Tenant shall fully indemnify, defend, and hold harmless State from and against Liabilities that arise out of, or relate to:
 - (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property;
 - (2) The release or threatened release of any Hazardous Substance resulting from any act or omission of Tenant and affiliates occurring whenever Tenant occupies or has occupied the Property.
- (b) Tenant shall fully indemnify, defend, and hold harmless State for Liabilities that arise out of or relate to Tenant's breach of obligations under Paragraph 8.5.
- (c) If Tenant fails to exercise care as described in Paragraph 8.2(b)(2), to the extent permitted by law, Tenant shall fully indemnify, defend, and hold harmless State from and against Liabilities arising from the acts or omissions of third parties in relation to the release or threatened release of Hazardous Substances.

8.8 Reservation of Rights.

- (a) For Liabilities not covered by the indemnification provisions of Paragraph 8.7, the Parties expressly reserve and do not waive any rights, claims, immunities, causes of action, or defenses relating to Hazardous Substances that either Party may have against the other under law.

- (b) The Parties expressly reserve all rights, claims, immunities, and defenses that either Party may have against third parties. Nothing in this Section 8 benefits or creates rights for third parties.
- (c) The allocations of risks, Liabilities, and responsibilities set forth in this Section 8 do not release either Party from or affect the liability of either Party for Hazardous Substances claims or actions by regulatory agencies.

8.9 Cleanup.

- (a) If Tenant's act, omission, or breach of obligation under Paragraph 8.4 results in a release of Hazardous Substances that exceeds the threshold limits of any applicable regulatory standard, Tenant shall, at Tenant's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law.
- (b) Tenant may undertake a cleanup of the Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Tenant cooperates with the Department of Natural Resources in development of cleanup plans. Tenant shall not proceed with Voluntary Cleanup without the Department of Natural Resources approval of final plans. Nothing in the operation of this provision is an agreement by the Department of Natural Resources that the Voluntary Cleanup complies with any laws or with the provisions of this Lease. Tenant's completion of a Voluntary Cleanup is not a release from or waiver of any obligation for Hazardous Substances under this Lease.

8.10 Sampling by State, Reimbursement, and Split Samples.

- (a) State may enter the Property and conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (b) If such Tests, along with any other information, demonstrate a breach of Tenant's obligations regarding Hazardous Substances under this Lease, Tenant shall promptly reimburse State for all costs associated with the Tests, provided State gave Tenant thirty (30) calendar days advance notice in nonemergencies and reasonably practical notice in emergencies.
- (c) In nonemergencies, Tenant is entitled to obtain split samples of Test samples, provided Tenant gives State written notice requesting split samples at least ten (10) calendar days before State conducts Tests. Upon demand, Tenant shall promptly reimburse State for additional cost, if any, of split samples.
- (d) If either Party conducts Tests on the Property, the conducting Party shall provide the other Party with validated final data and quality assurance/quality control/chain of custody information about the Tests within sixty (60) calendar days of a written request by the other party, unless Tests are part of a submittal under Paragraph 8.6(c) in which case Tenant shall submit data and information to State without written request by State. Neither party is obligated to provide any analytical summaries or the work product of experts.

SECTION 9 ASSIGNMENT AND SUBLETTING

9.1 State Consent Required. Tenant shall not sell, convey, mortgage, assign, pledge, sublease, or otherwise transfer, or encumber any part of Tenant's interest in this Lease or the Property without State's prior written consent, which shall be at State's sole discretion.

- (a) In determining whether to consent, State may consider, among other items, the proposed transferee's financial condition, business reputation, and experience, the nature of the proposed transferee's business, the then-current value of the Property, and such other factors as may reasonably bear upon the suitability of the transferee as a tenant of the Property. State may refuse its consent to any conveyance, transfer, or encumbrance if it will result in a subdivision of the leasehold. Tenant shall submit information regarding any proposed transferee to State at least thirty (30) days prior to the date of the proposed transfer.
- (b) State reserves the right to condition its consent upon:
 - (1) Changes in the terms and conditions of this Lease, including, but not limited to, the Annual Rent; and/or
 - (2) The agreement of Tenant or transferee to conduct Tests for Hazardous Substances on the Property or on other property owned or occupied by Tenant or the transferee.
- (c) Each permitted transferee shall assume all obligations under this Lease, including the payment of rent. No assignment, sublet, or transfer shall release, discharge, or otherwise affect the liability of Tenant. Tenant shall remain liable for the full and complete performance, satisfaction, and compliance with the terms of this Lease.
- (d) State's consent under this Paragraph 9.1 does not constitute a waiver of any claims against Tenant for the violation of any term of this Lease.

9.2 Rent Payments Following Assignment. The acceptance by State of the payment of rent following an assignment or other transfer does not constitute consent to any assignment or transfer.

9.3 Terms of Subleases.

- (a) Tenant shall submit the terms of all subleases to State for prior approval.
- (b) Tenant shall incorporate the following requirements in all subleases:
 - (1) The sublease must be consistent with and subject to all the terms and conditions of this Lease;
 - (2) The sublease must provide that this Lease controls if the terms of the sublease conflict with the terms of this Lease;
 - (3) The term of the sublease (including any period of time covered by a renewal option) must end before the Termination Date of the initial Term or any renewal term;
 - (4) The sublease must terminate if this Lease terminates for any reason;
 - (5) The subtenant must receive and acknowledge receipt of a copy of this Lease;
 - (6) The sublease must prohibit the prepayment to Tenant by the subtenant of more than three months rent;

- (7) The sublease must identify the rental amount subtenant is to pay to Tenant;
- (8) The sublease must provide that there is no privity of contract between the subtenant and State;
- (9) The sublease must require removal of the subtenant's Improvements and Personal Property upon termination of the sublease;
- (10) The subtenant's permitted use must be within the scope of the Permitted Use;
- (11) The sublease must require the subtenant to meet the Indemnification requirements under Section 10;
- (12) The sublease must require the subtenant to meet the Insurance requirements under Section 10 unless State agrees in writing to exempt a subtenant from this requirement;
- (13) The sublease must require the subtenant to comply with the Financial Security requirements under Section 10 unless State agrees in writing to exempt a subtenant from this requirement;
- (14) If the sublease includes moorage of a vessel, the sublease must require the subtenant to procure marine insurance as set forth in Paragraph 10.2(c)(4) of this Lease.

9.4 Short-Term Subleases of Moorage Slips and Office Building Units. Short-term subleasing of moorage slips for a term of one year or less and short-term sub-subleases of units within the office building for a term of one year or less do not require State's prior approval pursuant to Paragraphs 9.1 or 9.3(a); however, all such sublease and sub-sublease agreements shall meet the sublease requirements in Paragraph 9.3(b).

SECTION 10 INDEMNITY, INSURANCE, FINANCIAL SECURITY

10.1 Indemnity.

- (a) Tenant shall indemnify, defend, and hold harmless State, its employees, officials, officers, and agents from any Claim arising out of the Permitted Use, any Claim arising out of activities related to the Permitted Use, and any Claim arising out of the use, occupation, or control of the Property by Tenant, its subtenants, contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees to the fullest extent permitted by law and subject to the limitations provided below.
- (b) "Claim" as used in this Paragraph 10.1 means any financial loss, claim, suit, action, damages, expenses, costs, fees (including attorneys' fees), fines, penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Property, diminution in value, and/or damages resulting from loss of use of the Property.

- (c) State shall not require Tenant to indemnify, defend, and hold harmless State, its employees, officials, officers, and agents for a Claim caused solely by or resulting solely from the negligence or willful act of State, its employees, officials, officers, or agents.
- (d) Tenant specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW in connection with its obligation to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents. Further, Tenant's obligation under this Lease to indemnify, defend, and hold harmless State and its employees, officials, officers, and agents shall not be limited in any way by any limitation on amount or type of damages, compensation, or benefits payable to or for any third party under the worker's compensation acts.
- (e) Only to the extent RCW 4.24.115 applies and requires such a limitation, if a Claim is caused by or results from the concurrent negligence of (a) State or State's employees, officials, officers, or agents, and (b) the Tenant or Tenant's subtenants, agents, or employees, these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Tenant and those acting on its behalf.
- (f) Section 8, Environmental Liability/Risk Allocation, exclusively shall govern Tenant's liability to State for Hazardous Substances and its obligation to indemnify, defend, and hold harmless State for Hazardous Substances.

10.2 Insurance Terms.

- (a) Insurance Required.
 - (1) At its own expense, Tenant, or Tenant's contractor(s) where permitted in Paragraph 10.3, shall procure and maintain during the Term of this Lease, the insurance coverages and limits described in this Paragraph 10.2 and in Paragraph 10.3, Insurance Types and Limits. State may terminate this Lease if Tenant fails to maintain required insurance.
 - (2) Unless State agrees to an exception, Tenant shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of A.M. Best's Insurance Reports. Tenant may submit a request to the risk manager for the Department of Natural Resources to approve an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies shall comply with Chapter 48.15 RCW and 284-15 WAC.
 - (3) All general liability, excess, umbrella, and pollution legal liability insurance policies must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as an additional insured by way of endorsement.
 - (4) All property insurance, builder's risk insurance and equipment breakdown insurance must name the State of Washington, the Department of Natural Resources, its elected and appointed officials, officers, agents, and employees as a loss payee.

- (5) All insurance provided in compliance with this Lease must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- (b) Waiver.
 - (1) Tenant waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Lease covers these damages.
 - (2) Except as prohibited by law, Tenant waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this lease.
- (c) Proof of Insurance.
 - (1) Tenant shall provide State with a certificate(s) and endorsement(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Lease; and, if requested, copies of policies to State.
 - (2) The certificate(s) of insurance must reference the Lease number.
 - (3) Receipt of such certificates, endorsements or policies by State does not constitute approval by State of the terms of such policies.
 - (4) For all moorage agreements issued by the Tenant that are entered into or renewed after June 12, 2014, Tenant shall require all vessels except transient vessels to provide proof of marine insurance that provides coverage at liability limits of at least three hundred thousand dollars (\$300,000) per occurrence and includes, at a minimum, general liability, legal liability, and pollution liability coverage. To the extent not already included in the general, legal, and pollution liability coverage of a vessel owner, Tenant shall also require the vessel owner to provide proof of coverage for fuel spills, hull damage, wreck removal, salvage, and injuries to passengers and crew of the vessel. Failure to comply with the insurance requirements as outlined in RCW 88.26.030 shall cause Tenant to assume secondary liability under RCW 79.100.060 for any derelict or abandoned vessel as defined in RCW 79.100.010 located on the Property.
- (d) State must receive written notice before cancellation or non-renewal of any insurance required by this Lease, as follows:
 - (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.
 - (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State twenty (20) days' advance notice of cancellation or non-renewal.
- (e) Adjustments in Insurance Coverage.
 - (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.

- (2) Tenant shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
- (f) If Tenant fails to procure and maintain the insurance described above within fifteen (15) days after Tenant receives a notice to comply from State, State may either:
 - (1) Deem the failure an Event of Default under Section 14 and terminate the Lease without giving Tenant any further opportunity to cure, or
 - (2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Tenant shall pay to State the full amount paid by State, together with interest at the rate provided in Paragraph 6.3 from the date of State's notice of the expenditure until Tenant's repayment.
- (g) General Terms.
 - (1) State does not represent that coverage and limits required under this Lease are adequate to protect Tenant.
 - (2) Coverage and limits do not limit Tenant's liability for indemnification and reimbursements granted to State under this Lease.
 - (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to property first to restore the real property covered by this Lease, then to pay the cost of the reconstruction, then to pay the State any sums in arrears, and then to Tenant.

10.3 Insurance Types and Limits.

- (a) General Liability Insurance.
 - (1) Tenant shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Property and/or arising out of Tenant's use, occupation, or control of the Property and, if necessary, commercial umbrella insurance with a limit of not less than Two Million Dollars (\$2,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
 - (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.
 - (3) MGL insurance must have no exclusions for non-owned watercraft.
- (b) Workers' Compensation.
 - (1) State of Washington Workers' Compensation.

- (i) Tenant shall comply with all State of Washington workers' compensation statutes and regulations. Tenant shall provide workers' compensation coverage for all employees of Tenant. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with Tenant's use, occupation, and control of the Property.
 - (ii) If Tenant fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Tenant shall indemnify State. Indemnity shall include all fines; payment of benefits to Tenant, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
- (2) Longshore and Harbor Workers' and Jones Acts. Longshore and Harbor Workers' Act (33 U.S.C. Section 901 *et seq.*) and/or the Jones Act (46 U.S.C. Section 688) may require Tenant to provide insurance coverage in some circumstances. Tenant shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with law. Tenant is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employers' Liability Insurance. Tenant shall procure employers' liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident and One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- (d) Property Insurance.
 - (1) Tenant shall buy and maintain property insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State). Such insurance must be written on an all risks basis and, at minimum, cover the perils insured under ISO Special Causes of Loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles. Any coinsurance requirement in the policy must be waived.
 - (2) Tenant shall buy and maintain equipment breakdown insurance covering all real property and fixtures, equipment, tenant improvements and betterments (regardless of whether owned by Tenant or State) from loss or damage caused by the explosion of equipment, fired or unfired vessels, electric or steam generators, electrical arcing, or pipes.
 - (3) In the event of any loss, damage, or casualty that is covered by one or more of the types of insurance described above, the Parties shall proceed cooperatively to settle the loss and collect the proceeds of such insurance, which State shall hold in trust, including interest earned by State on such proceeds, for use according to the terms of this Lease. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

- (4) When sufficient funds are available, using insurance proceeds described above, the Parties shall continue with reasonable diligence to prepare plans and specifications for, and thereafter carry out, all work necessary to:
 - (i) Repair and restore damaged building(s) and/or Improvements to their former condition, or
 - (ii) Replace and restore damaged building(s) and/or Improvements with a new building(s) and/or Improvements on the Property of a quality and usefulness at least equivalent to or more suitable than, damaged building(s) and/or Improvements.
- (e) **Builder's Risk Insurance.**
 - (1) Tenant shall procure and maintain in force, or require its contractor(s) to procure and maintain in force, builder's risk insurance on the entire work during the period construction is in progress and until completion of the project and acceptance by State. Such insurance must be written on a completed form and in an amount equal to the value of the completed building and/or Improvements, subject to subsequent modifications to the sum. The insurance must be written on a replacement cost basis. The insurance must name Tenant, all contractors, and all subcontractors in the work as insured.
 - (2) Insurance described above must cover or include the following:
 - (i) All risks of physical loss except those specifically excluded in the policy, including loss or damage caused by collapse;
 - (ii) The entire work on the Property, including reasonable compensation for architect's services and expenses made necessary by an insured loss;
 - (iii) Portions of the work located away from the Property but intended for use at the Property, and portions of the work in transit;
 - (iv) Scaffolding, falsework, and temporary buildings located on the Property; and
 - (v) The cost of removing debris, including all demolition as made legally necessary by the operation of any law, ordinance, or regulation.
 - (3) Tenant or Tenant's contractor(s) is responsible for paying any part of any loss not covered because of application of a deductible contained in the policy described above.
 - (4) Tenant or Tenant's contractor(s) shall buy and maintain equipment breakdown insurance covering insured objects during installation and until final acceptance by permitting authority. If testing is performed, such insurance must cover such operations. The insurance must name Tenant, all contractors, and subcontractors in the work as insured.

10.4 Financial Security.

- (a) At its own expense, Tenant shall procure and maintain during the Term of this Lease a corporate security bond or provide other financial security that State, at its

option, may approve ("Security"). Tenant shall provide Security in an amount equal to Forty-One Thousand Dollars (\$41,000.00), which secures Tenant's performance of its obligations under this Lease, with the exception of the obligations under Section 8, Environmental Liability/Risk Allocation. Tenant's failure to maintain the Security in the required amount during the Term constitutes a breach of this Lease.

- (b) All Security must be in a form acceptable to State.
 - (1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports, unless State approves an exception in writing. Tenant may submit a request to the risk manager for the Department of Natural Resources for an exception to this requirement.
 - (2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*
 - (3) Savings account assignments, if approved by State, must allow State to draw funds at will.
- (c) Adjustment in Amount of Security.
 - (1) State may require an adjustment in the Security amount:
 - (i) At the same time as revaluation of the Annual Rent,
 - (ii) As a condition of approval of assignment or sublease of this Lease,
 - (iii) Upon a material change in the condition or disposition of any Improvements, or
 - (iv) Upon a change in the Permitted Use.
 - (2) Tenant shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.
- (d) Upon any default by Tenant in its obligations under this Lease, State may collect on the Security to offset the liability of Tenant to State. Collection on the Security does not (1) relieve Tenant of liability, (2) limit any of State's other remedies, (3) reinstate the Lease or cure the default or (4) prevent termination of the Lease because of the default.

SECTION 11 MAINTENANCE AND REPAIR

11.1 State's Repairs. State shall not be required to make any alterations, maintenance, replacements, or repairs in, on, or about the Property, or any part thereof, during the Term.

11.2 Tenant's Repairs, Alteration, Maintenance and Replacement.

- (a) Tenant shall, at its sole cost and expense, keep and maintain the Property and all Improvements in good order and repair, in a clean, attractive, and safe condition.
- (b) Tenant shall, at its sole cost and expense, make any and all additions,

repairs, alterations, maintenance, replacements, or changes to the Property or to any Improvements on the Property that may be required by any public authority having jurisdiction over the Property and requiring it for public health, safety and welfare purposes.

- (c) Except as provided in Paragraph 11.2(d), all additions, repairs, alterations, replacements or changes to the Property and to any Improvements on the Property shall be made in accordance with, and ownership shall be governed by, Section 7, above.
- (d) Routine maintenance and repair are acts intended to prevent a decline, lapse, or cessation of the Permitted Use and associated Improvements. Routine maintenance or repair that does not require regulatory permits does not require authorization from State pursuant to Section 7.

11.3 Limitations. The following limitations apply whenever Tenant conducts maintenance, repair, or replacement. The following limitations also apply whenever Tenant conducts Work on the Property.

- (a) Tenant shall not use or install treated wood on decks, pilings, or any other structure at any location above or below water, except that Tenant may use Ammoniacal Copper Zinc Arsenate (ACZA) treated wood for above water structural framing. Tenant shall never use Chromated Copper Arsenate (CCA), Alkaline Copper Quaternary (ACQ), or creosote-treated wood at any location.
- (b) Tenant shall not use or install tires (for example, floatation or fenders) at any location above or below water.
- (c) Tenant shall install only floatation material encapsulated in a shell resistant to ultraviolet radiation and abrasion. The shell must be capable of preventing breakup and loss of floatation material into the water.

SECTION 12 DAMAGE OR DESTRUCTION

12.1 Notice and Repair.

- (a) In the event of any damage to or destruction of the Property or any Improvements, Tenant shall immediately notify State, with subsequent written notice to State within five (5) days.
- (b) Unless otherwise agreed in writing, Tenant shall promptly reconstruct, repair, or replace the Property and Improvements in accordance with Paragraph 7.3, Construction, Major Repair, Modification, and Other Work and Tenant's additional obligations in Exhibit B, if any.

12.2 State's Waiver of Claim. State does not waive any claims for damage or destruction of the Property unless State provides written notice to Tenant of each specific claim waived.

12.3 Insurance Proceeds. Tenant's duty to reconstruct, repair, or replace any damage or destruction of the Property or any Improvements on the Property is not conditioned upon the

availability of any insurance proceeds to Tenant from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Paragraph 10.2(g)(3).

12.4 Rent in the Event of Damage or Destruction. Unless the Parties agree to terminate this Lease, there is no abatement or reduction in rent during such reconstruction, repair, and replacement.

12.5 Default at the Time of Damage or Destruction. If Tenant is in default under the terms of this Lease at the time damage or destruction occurs, State may elect to terminate the Lease and State then shall have the right to retain any insurance proceeds payable as a result of the damage or destruction.

SECTION 13 CONDEMNATION

13.1 Definitions.

- (a) "Taking" means that an entity authorized by law exercises the power of eminent domain, either by judgment, settlement in lieu of judgment, or voluntary conveyance in lieu of formal court proceedings, over all or any portion of the Property and Improvements. This includes any exercise of eminent domain on any portion of the Property and Improvements that, in the judgment of the State, prevents or renders impractical the Permitted Use.
- (b) "Date of Taking" means the date upon which title to the Property or a portion of the Property passes to and vests in the condemner or the effective date of any order for possession if issued prior to the date title vests in the condemner.

13.2 Effect of Taking. If there is a taking, the Lease terminates proportionate to the extent of the taking. If this Lease terminates in whole or in part, Tenant shall make all payments due and attributable to the taken Property up to the date of taking. If Tenant has pre-paid rent and Tenant is not in default of the Lease, State shall refund Tenant the pro rata share of the pre-paid rent attributable to the period after the date of taking.

13.3 Allocation of Award.

- (a) The Parties shall allocate the condemnation award based upon the ratio of the fair market value of (1) Tenant's leasehold estate and Tenant-Owned Improvements and (2) State's interest in the Property; the reversionary interest in Tenant-Owned Improvements, if any; and State-Owned Improvements, if any.
- (b) If Tenant and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 DEFAULT AND REMEDIES

14.1 Default Defined. Tenant is in default of this Lease on the occurrence of any of the following:

- (a) Failure to pay rent or other expenses when due;
- (b) Failure to comply with any law, regulation, policy, or order of any lawful governmental authority;
- (c) Failure to comply with any other provision of this Lease;
- (d) Commencement of bankruptcy proceedings by or against Tenant or the appointment of a trustee or receiver of Tenant's property.

14.2 Tenant's Right to Cure.

- (a) A default becomes an "Event of Default" if Tenant fails to cure the default within the applicable cure period following State's written notice of default. Upon an Event of Default, State may seek remedies under Paragraph 14.3.
- (b) Unless expressly provided elsewhere in this Lease, the cure period is sixty (60) days.
- (c) For nonmonetary defaults not capable of cure within sixty (60) days, Tenant may submit a reasonable alternative cure schedule for State's approval, which State has discretion to grant or deny. The default is not an Event of Default if State approves the alternative schedule and Tenant cures the default in accordance with the approved alternative cure schedule.
- (d) State may elect to deem a default by Tenant as an Event of Default if the default occurs within six (6) months after a default by Tenant for which State has provided notice and opportunity to cure and regardless of whether the first and subsequent defaults are of the same nature.

14.3 Remedies.

- (a) Upon an Event of Default, State may terminate this Lease and remove Tenant by summary proceedings or otherwise.
- (b) State's Rights to Cure Tenant's Defaults.
 - (1) If an Event of Default occurs, State may, without terminating this Lease, remedy the default (in whole or in part) on behalf of Tenant at Tenant's expense. Tenant shall pay State all costs, expenses, fees, and damages incurred by State in connection therewith.
 - (2) If Tenant is in default under the terms of the Lease, and State determines that such default poses an imminent threat of injury or damage to persons or property, State may enter the Property and take actions to eliminate, mitigate, or remedy the imminent threat at Tenant's expense. On demand by State, Tenant shall pay State the amount of all costs, expenses, and fees incurred by State in connection therewith.
 - (3) The rights given to State under Paragraph 14.3(b)(1)-(2) shall neither impose a duty on State nor excuse any failure on Tenant's part to comply with any term, covenant, or condition of this Lease.
- (c) Without terminating this Lease, State may relet the Property on any terms and conditions as State may decide are appropriate.

- (1) State shall apply rent received by reletting: (1) to the payment of any indebtedness other than rent due from Tenant to State; (2) to the payment of any cost of such reletting; (3) to the payment of the cost of any alterations and repairs to the Property; and (4) to the payment of rent and leasehold excise tax due and unpaid under this Lease. State shall hold and apply any balance to Tenant's future rent as it becomes due.
- (2) Tenant is responsible for any deficiency created by the reletting during any month and shall pay the deficiency monthly.
- (3) At any time after reletting, State may elect to terminate this Lease for the previous Event of Default.
- (d) State's reentry or repossession of the Property under Paragraph 14.3 is not an election to terminate this Lease or cause a forfeiture of rents or other charges Tenant is obligated to pay during the balance of the Term, unless (1) State gives Tenant written notice of termination or (2) a legal proceeding decrees termination.
- (e) The remedies specified under this Paragraph 14.3 are not exclusive of any other remedies or means of redress to which State is lawfully entitled for Tenant's default or threatened default of any provision of this Lease.

SECTION 15 ENTRY BY STATE

15.1 Right to Enter The Property

- (a) State and persons authorized by State may, without notice to Tenant, enter the Property and any Improvements on the Property at any reasonable hour to inspect the Property and Improvements, to inspect for compliance with the terms of this Lease, to monitor impacts to habitat, to survey habitat and species, enforce the terms of the Lease, or to exercise any right of State under the Lease or the law.
- (b) State and persons authorized by State, may enter the Property and any Improvements at any time without notice in the case of an imminent threat of injury or damage to persons or property or to prevent waste on the Property.

15.2 Disclaimer. State's failure to inspect the Property does not constitute a waiver of any rights or remedies under this Lease. The rights given to State under this Section 15 do not impose, nor does State assume by reason thereof, any responsibility for the care, maintenance, or supervision of the Property or any part thereof.

15.3 Right to Enter Tenant's Land. Tenant leases from the City of Olympia the uplands and aquatic lands adjacent to the Property. Tenant grants State and persons authorized by State permission to cross these uplands and aquatic lands adjacent to the Property.

SECTION 16 DISCLAIMER OF QUIET ENJOYMENT

16.1 No Guaranty or Warranty.

- (a) State believes that this Lease is consistent with the Public Trust Doctrine and that none of the third-party interests identified in Paragraph 1.1(b) will materially or adversely affect Tenant's right of possession and use of the Property, but State makes no guaranty or warranty to that effect.
- (b) State disclaims and Tenant releases State from any claim for breach of any implied covenant of quiet enjoyment. This disclaimer and release includes, but is not limited to, interference arising from exercise of rights under the Public Trust Doctrine; Treaty rights held by Indian Tribes; and the general power and authority of State and the United States with respect to aquatic lands and navigable waters.
- (c) Tenant is responsible for determining the extent of Tenant's right to possession and for defending Tenant's leasehold interest.

16.2 Eviction by Third-Party. If a third-party evicts Tenant, this Lease terminates as of the date of the eviction. In the event of a partial eviction, Tenant's rent obligations abate as of the date of the partial eviction, in direct proportion to the extent of the eviction; this Lease shall remain in full force and effect in all other respects.

SECTION 17 NOTICE AND SUBMITTALS

Following are the locations for delivery of notice and submittals required or permitted under this Lease. Any Party may change the place of delivery upon ten (10) days' written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
 Aquatic Resources Division
 950 Farman Avenue North
 Enumclaw, WA 98022

Tenant: Dell Berg Attn: 438
 16625 Redmond Way Ste M
 Redmond, WA 98052

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Lease number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

SECTION 18 MISCELLANEOUS

18.1 Authority. Tenant and the person or persons executing this Lease on behalf of Tenant represent that Tenant is qualified to do business in the State of Washington, that Tenant has full

right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon State's request, Tenant shall provide evidence satisfactory to State confirming these representations.

18.2 Successors and Assigns. Subject to the limitations set forth in Section 9, this Lease binds and inures to the benefit of the Parties, their successors, and assigns.

18.3 Headings. The headings used in this Lease are for convenience only and in no way define, limit, or extend the scope of this Lease or the intent of any provision.

18.4 Entire Agreement. This Lease, including the exhibits, attachments, and addenda, if any, contains the entire agreement of the Parties. This Lease merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Property.

18.5 Waiver.

- (a) The waiver of any breach or default of any term, covenant, or condition of this Lease is not a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Lease. State's acceptance of a payment is not a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.
- (b) The renewal of the Lease, extension of the Lease, or the issuance of a new lease to Tenant, does not waive State's ability to pursue any rights or remedies under the Lease.

18.6 Cumulative Remedies. The rights and remedies of State under this Lease are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

18.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Lease.

18.8 Language. The word "Tenant" as used in this Lease applies to one or more persons and regardless of gender, as the case may be. If there is more than one Tenant, their obligations are joint and several. The word "persons," whenever used, shall include individuals, firms, associations, and corporations. The word "Parties" means State and Tenant in the collective. The word "Party" means either or both State and Tenant, depending on the context.

18.9 Invalidity. The invalidity, voidness, or illegality of any provision of this Lease does not affect, impair, or invalidate any other provision of this Lease.

18.10 Applicable Law and Venue. This Lease is to be interpreted and construed in accordance with the laws of the State of Washington. Venue for any action arising out of or in connection with this Lease is in the Superior Court for Thurston County, Washington.

18.11 Statutory Reference. Any reference to a statute or rule means that statute or rule as presently enacted or hereafter amended or superseded.

18.12 Recordation. At Tenant's expense and no later than thirty (30) days after receiving the fully-executed Lease, Tenant shall record this Lease in the county in which the Property is located. Tenant shall include the parcel number of the upland property used in conjunction with the Property, if any. Tenant shall provide State with recording information, including the date of recordation and file number.

18.13 Modification. No modification of this Lease is effective unless in writing and signed by both Parties. Oral representations or statements do not bind either Party.

18.14 Survival. Any obligations of Tenant not fully performed upon termination of this Lease do not cease, but continue as obligations of the Tenant until fully performed.

18.15 Exhibits and Attachments. All referenced exhibits and attachments are incorporated in the Lease unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

Dated: 8/26, 2020 Wedell A. Berg Jr.
By: WEDELL A. BERG, JR.
Title: Individual
Address: 16625 Redmond Way Ste M
Redmond, WA 98052

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: September 25, 2020 Katrina Lassiter
By: KATRINA LASSITER
Title: Interim Deputy Supervisor for Aquatics
Address: Aquatic Resources Division
950 Farman Avenue N
Enumclaw, WA 98022

Approved as to form this
23rd day of July 2020
Jennifer Clements, Assistant Attorney General

INDIVIDUAL ACKNOWLEDGMENT

STATE OF STATE)
) ss.
County of County King.)

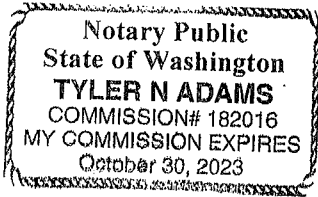
I certify that I know or have satisfactory evidence that WEDELL A. BERG, JR. is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: Aug 26th, 2020

(Seal or stamp)

Tyler N. Adams
(Signature)

Tyler N. Adams
(Print Name)



Notary Public in and for the State of
Washington, residing at
Seattle

My appointment expires Oct. 30, 2023

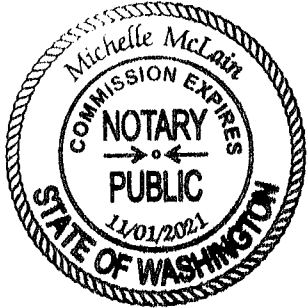
STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
 Thurston) ss.
County of ~~County~~)

I certify that I know or have satisfactory evidence that KATRINA LASSITER is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Interim Deputy Supervisor for Aquatics of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: September 25, 20

(Seal or stamp)



Michelle McLain
(Signature)

Michelle McLain
(Print Name)

Notary Public in and for the State of
Washington, residing at
Olympia

My appointment expires 11/1/21

**EXHIBIT A
PROPERTY DESCRIPTION**

Agreement Number: 22-B74532

1. LEGAL DESCRIPTION OF THE PROPERTY:

That real property legally described and shown as One Tree Island Marina in that Record of Survey recorded in Thurston County, Washington on August 21, 2019 under Auditor's File Number 4701732.

2. SQUARE FOOTAGE OF EACH USE CLASSIFICATION:

Water-dependent	<u>40,000</u>
Water-dependent use that is Public Use and Access	<u>1,698</u>
Nonwater-dependent	<u>6,308</u>
Total Square Feet	<u>48,006</u>

**PLAN OF OPERATIONS
EXHIBIT B**

1. DESCRIPTION OF PERMITTED USE.

A. Existing Facilities

The facility, known as One Tree Island Marina, is located on the east shore of the West Bay of Budd Inlet, just south of the Port of Olympia. Surrounding land use is high density commercial and industrial. Water depths are estimated to be between -12 feet and -16 feet at MLLW, and sediments are primarily mud. There is no documented longshore sediment drift and the shoreline is constructed of fill armored with rip rap. The nearby Deschutes River supports spawning runs of Chinook, coho, chum, and steelhead. Critical habitat is designated for Chinook. There is no documented forage fish spawning habitat in the vicinity, but Surf smelt are known to spawn on the west shore of the bay. No other priority habitats or species of concern are identified.

It is noted that the Property was dredged at the time of marina expansion in 1987. Dredged sediment was found to be contaminated with heavy metals, phthalates, and polycyclic aromatic hydrocarbons (PAHs), and was disposed of onsite as part of a Confined Aquatic Disposal (CAD) pilot project completed by the U.S. Army Corps of Engineers. In addition, the Property is located just south of the Budd Inlet Sediment Area, which is known to be contaminated with dioxin and carcinogenic polycyclic aromatic hydrocarbons (cPAHs). The emergency outfall for the LOTT Wastewater Treatment Plant discharges just north of the marina, and several nearby facilities discharge industrial stormwater to the bay. Water quality impairments are documented for dissolved oxygen, bacteria, and temperature.

A marina has been in place at this location since 1986, and has been present in its current configuration since 1987. The marina provides short and long term moorage of the Property for up to 59 vessels up to 32 feet in length. Electric and water service are available to all slips; no fueling or pumpout service occurs on site. Improvements on the Property include an aluminum gangway with ACZA-treated wood decking, three concrete floating docks, 27 concrete finger floats, a portion of an ACZA-treated wood elevated walkway associated with the City of Olympia's Percival Landing, and approximately two-thirds of a building that houses a restaurant and various office space. The building is owned by Boardwalk Associates Co-Tenancy Investors, with the managing co-tenant being EOP Partnership III. Dock and finger floatation is encapsulated within concrete pontoons, and marina improvements and the raised walkway are supported by treated wood pilings. Rip rap armoring material along the shoreline is also located on the Property.

B. Proposed Work. Tenant proposes no new facilities or Work.

2. ADDITIONAL OBLIGATIONS.

State has not authorized Tenant to conduct any Work on the Property. Where Work will need to be conducted to meet the Additional Obligations below, Tenant shall obtain State's prior written consent in accordance with Section 7.3 of this Lease and obtain all necessary regulatory permits prior to commencing such Work.

- A. By July 31, 2021, Tenant shall post visible signage on the Property that includes all national and state emergency reporting numbers for oil and chemical spills.
- B. By July 31, 2021, Tenant shall mark all no-wake zones with visible signage.
- C. By July 31, 2032, Tenant shall replace existing treated wood pilings with non-toxic materials such as untreated wood, steel, concrete, or recycled plastic, or encase the existing wood in a manner that prevents leaching of contaminants into surface water.
- D. By July 31, 2032, Tenant shall replace existing docks, floats, and gangways as follows:
 - (i) For docks, and floats, Tenant shall install grating on at least fifty percent (50%) of the surface area. Grating material must have at least sixty percent (60%) functional open space or forty percent (40%) or greater multi-directional open space.
 - (ii) For gangways, Tenant shall install grating on one hundred percent (100%) of the surface area. Grating material must have at least sixty percent (60%) unobstructed open space or forty percent (40%) or greater multi-directional open space..
- E. Tenant shall submit to State for approval a written sewage management plan by July 31, 2022 that identifies and explains the methods Tenant will require vessels moored on the Property to use for disposing wastewater from vessel holding tanks and portable toilets and identifies available upland restroom facilities Tenant shall implement the plan sixty (60) days after State approves or waives approval of the plan.
- F. Tenant shall orient and shield lighting fixtures attached to overwater structures in a manner which minimizes the amount of light shining directly on the water, minimizes the amount of glare on the water, and minimizes the amount of light broadcasting into the night sky. Tenant shall implement the following measures to achieve this requirement:
 - (i) Tenant shall direct light to walkways,
 - (ii) Tenant shall use light shields which prevent light from being emitted upward and prevent glare on the water,
 - (iii) Tenant shall use fixtures that do not emit light upward,
 - (iv) Tenant shall use lights that are "warm-white" or filtered,
 - (v) Tenant shall not use fluorescent light bulbs.

EXHIBIT D
MAINTENANCE AGREEMENT

**MAINTENANCE AGREEMENT
BETWEEN THE CITY OF OLYMPIA
AND BOARDWALK ASSOCIATES.**

THIS AGREEMENT is made and entered into the 28th day of October, 2020, by and between the City of Olympia, a Washington municipal corporation (“Olympia”) and Boardwalk Associates, a Washington general partnership (“Boardwalk Associates”) (jointly “the Parties”). This Agreement is intended to provide the terms by which the Olympia and Boardwalk Associates will cooperate in, and share in the costs of, maintaining certain elements of the infrastructure described below.

Background

1. Boardwalk Associates subleases certain aquatic lands from Wedell A. Berg, Jr., who holds a lease for aquatic lands from the Washington Department of Natural Resources (DNR). Boardwalk Associates and Olympia also have a right-of-way use agreement allowing Boardwalk Associates to use a portion of the City’s Columbia Street right-of-way. Boardwalk Associates owns a building and associated appurtenances which are partly on aquatic lands leased from Berg and partly on Olympia’s right-of-way, under the right-of-way use agreement between Olympia and Boardwalk Associates. Boardwalk Associate’s sublease area is shown and described in Exhibit A.
2. Olympia is subleasing from Berg another portion of Berg’s aquatic lands that he leases from DNR for Olympia’s Percival Landing boardwalk and associated facilities. Olympia’s sublease area is shown and described in Exhibit B.
3. Certain portions of Boardwalk Associates’ building and associated appurtenances and Olympia’s Percival Landing boardwalk and associated facilities are structurally connected.
4. Given this structural connection, the parties wish to cooperate in, and as appropriate share in the cost of, maintaining their respective infrastructure.

Therefore, the parties agree as follows:

Agreement

1. Infrastructure maintenance responsibilities:
 - a. Except as provided in c, below, the City shall maintain and repair as necessary its sublease area, including that area designated as Percival Landing and the handrail along the water side of the landing.

- b. Except as provided in c, below, Boardwalk Associates shall maintain and repair as necessary its sublease area.
 - c. Maintenance of or repair to a shared structure (a structure that support both facilities in Olympia's sublease area and facilities in Boardwalk Associate's sublease area) will be jointly completed by Olympia and Boardwalk Associates, with the costs of such maintenance or repair proportionally shared based upon a square footage of the area supported by structure requiring maintenance or repair.
 - d. The necessity of and responsibility for maintenance of or repair to a shared structure will be determined by agreement of the parties or through structural engineering inspection initiated by either party. The party undertaking such inspection will provide a copy of any inspection report to the other party and allow receiving party to accept the determination or hire a structural engineer to dispute the initiating party's findings. Any dispute over the necessity of and responsibility for maintenance or repairs must be resolved as provided in section 3 below.
2. Payment for shared maintenance or repair costs: When one party performs maintenance or repairs, or incurs maintenance or repair expenses, for a shared structure, that party shall send an invoice to the other party for that other party's share of the maintenance or repairs. The invoice must detail the costs and expenses incurred. The other party shall pay their share of the costs of the maintenance or repair within 30 days of receipt of the invoice. Any dispute over maintenance or repair costs incurred by one party must be resolved as provided in section 3 below.
3. Dispute resolution: Any dispute related to this Agreement must be resolved as follows:
 - a. The parties will attempt to settle any dispute arising out of or related to this Agreement through consultation and negotiation in good faith in a spirit of mutual cooperation. Such matters will be initially addressed by the Parks Director of Olympia and the Manager of Boardwalk Associates, who shall attempt to resolve the dispute through good faith negotiations by telephone or in person as may be agreed. If they fail to resolve the dispute within 30 days after either party notifies the other of the dispute, then the matter will be escalated to the City Manager of Olympia and the Manager of Boardwalk Associates or their designees for resolution. They will use attempt to resolve the dispute through good faith negotiations by telephone or in person as may be agreed. If they fail to resolve the dispute within 30 days after it is referred to them and do not mutually agree to extend the time for negotiation, then the dispute will be submitted to mediation under subsection b, below.
 - b. If a dispute is not resolved as provided in subsection a, above, then the parties shall proceed to mediation before mediator selected by agreement of the parties.

Each party shall bear an equal share of the mediation costs unless the parties agree otherwise.

- c. If and only if the parties do not resolve the dispute through mediation under subsection b, above, the parties may proceed to litigate the dispute in Thurston County superior court.
4. Term and termination: The term of this Agreement begins on the date of last signature and continues for 30 years, unless earlier terminated. This Agreement will earlier terminate automatically if the parties' structures that are structurally connected cease to be so connected, or if such structures cease to exist. Otherwise, this Agreement may be earlier terminated only by mutual agreement of the parties.
 5. Other matters:
 - a. This Agreement is binding on any successor or assign of a party.
 - b. This Agreement is governed by the laws of the State of Washington. If it is necessary to enforce any of the terms of this Agreement, any action must be brought in Thurston County Superior Court for the State of Washington.
 - c. Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit is entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.
 - d. This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and any and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The Parties do not intend to confer any benefit under this Agreement to any person, firm, corporation, or entity other than the Parties.
 - e. This Agreement may not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it.
 - f. If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, is not affected thereby; and each such term and provision of this Agreement is valid and must be enforced to the fullest extent permitted by law.
 - g. This Agreement may be modified or amended only by written agreement, signed by both parties.

- h. Notices: Any notice require to be given related to this Agreement must be sent to:

For the City of Olympia:
Olympia Parks, Arts & Recreation
Attn: Parks Director
PO Box 1967
Olympia, WA 98507-1967

For Boardwalk Associates
The Rants Group
724 Columbia St. NW
Suite 140
Olympia, WA 98501

Signed

CITY OF OLYMPIA

Signature: Steven J Burney
Steven J. Burney, City Manager

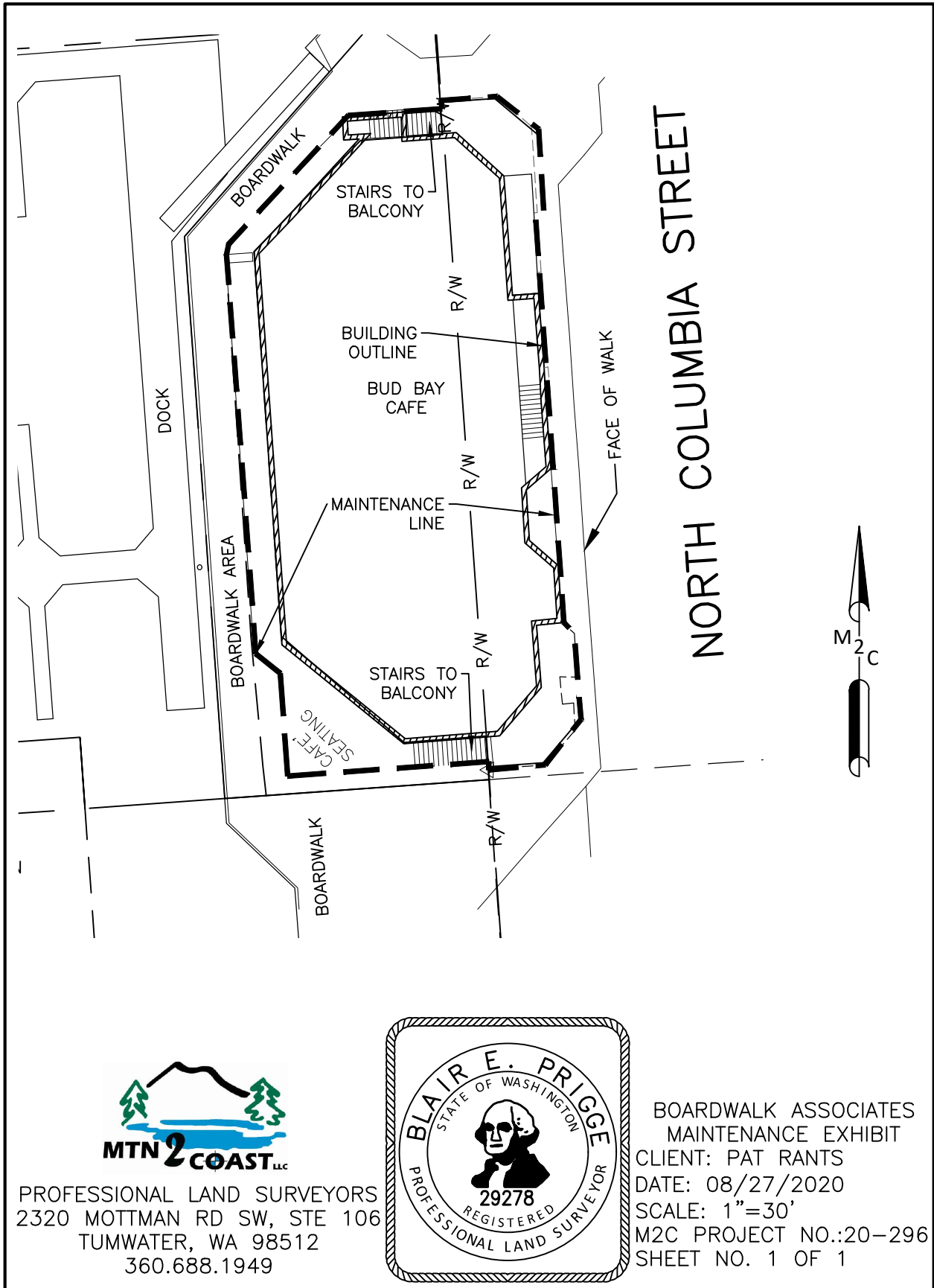
Approved as to form:

Michael M. Young
Deputy City Attorney

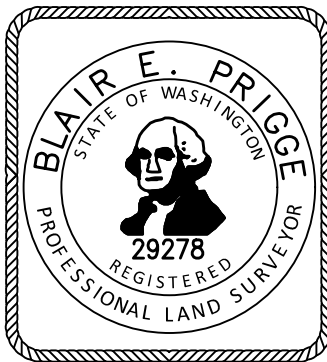
BOARDWALK ASSOCIATES

Signature: Pat Rants
Pat Rants, the Rants Group

EXHIBIT A

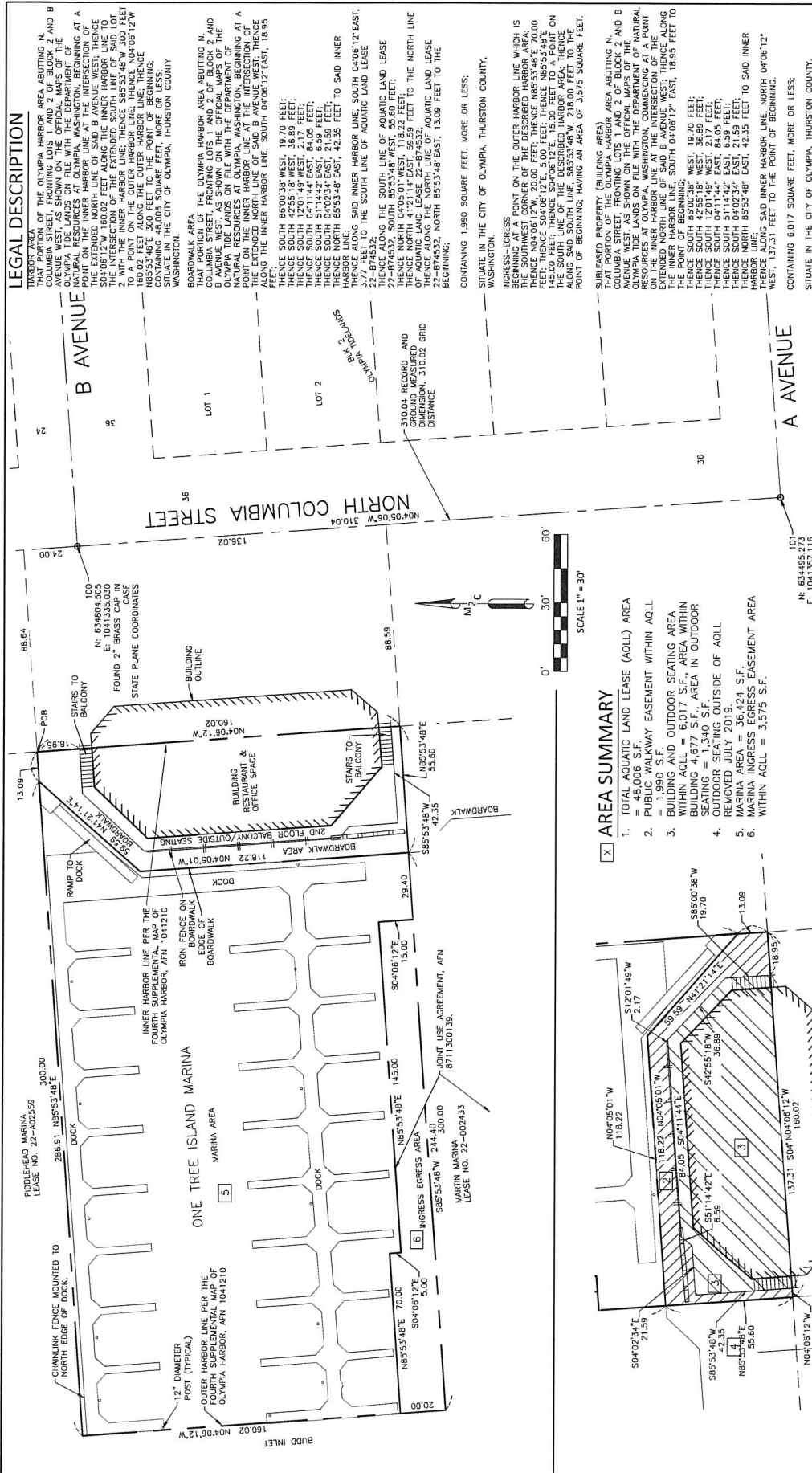


PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360.688.1949



BOARDWALK ASSOCIATES
MAINTENANCE EXHIBIT
CLIENT: PAT RANTS
DATE: 08/27/2020
SCALE: 1"=30'
M2C PROJECT NO.:20-296
SHEET NO. 1 OF 1

EXHIBIT B



LEGAL DESCRIPTION

THAT PORTION OF THE OLYMPIA HARBOR AREA ABUTTING N. COLUMBIA STREET, FRONTING LOTS 1 AND 2 OF BLOCK 2 AND B AVENUE WEST, AS SHOWN ON THE OFFICIAL MAPS OF THE OLYMPIA TIDE LANDS ON FILE WITH THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON, COMMENCING AT A POINT ON THE INNER HARBOR LINE AT SAID INTERSECTION OF THE EXTENDED NORTH LINE OF SAID B AVENUE WEST; THENCE S04°06'12"W 18.02 FEET ALONG THE INNER HARBOR LINE TO A POINT ON THE OUTER HARBOR LINE; THENCE N04°06'12"W 3.00 FEET TO THE OUTER HARBOR LINE; THENCE S85°53'48"W 3.00 FEET TO A POINT ON THE OUTER HARBOR LINE; THENCE N04°06'12"W CONTAINING 49,006 SQUARE FEET, MORE OR LESS; WASHINGTON, THE CITY OF OLYMPIA, THURSTON COUNTY.

BOARDWALK AREA:
THAT PORTION OF THE OLYMPIA HARBOR AREA ABUTTING N. COLUMBIA STREET, FRONTING LOTS 1 AND 2 OF BLOCK 2 AND B AVENUE WEST, AS SHOWN ON THE OFFICIAL MAPS OF THE OLYMPIA TIDE LANDS ON FILE WITH THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON, COMMENCING AT A POINT ON THE INNER HARBOR LINE AT SAID INTERSECTION OF THE EXTENDED NORTH LINE OF SAID B AVENUE WEST; THENCE ALONG THE INNER HARBOR LINE, SOUTH 04°06'12" EAST, 18.95 FEET;
THENCE SOUTH 86°01'34" WEST, 19.70 FEET;
THENCE SOUTH 92°55'08" WEST, 38.89 FEET;
THENCE SOUTH 12°01'49" WEST, 2.17 FEET;
THENCE SOUTH 04°11'44" EAST, 84.05 FEET;
THENCE SOUTH 04°02'34" EAST, 21.59 FEET;
THENCE NORTH 85°53'48" EAST, 42.35 FEET TO SAID INNER HARBOR LINE, SOUTH 04°06'12" EAST, 3.77 FEET TO THE SOUTH LINE OF AQUATIC LAND LEASE 72-874532, SOUTH 85°53'48" WEST, 55.60 FEET;
THENCE NORTH 04°05'01" WEST, 118.22 FEET;
THENCE NORTH 85°53'48" WEST, 22-874532, TO THE NORTH LINE OF AQUATIC LAND LEASE 22-874532;
THENCE ALONG THE NORTH LINE OF AQUATIC LAND LEASE 22-874532, NORTH 85°53'48" EAST, 13.09 FEET TO THE BEGINNING;

CONTAINING 1,990 SQUARE FEET, MORE OR LESS;
WASHINGTON, THE CITY OF OLYMPIA, THURSTON COUNTY.

INGRESS-EGRESS
BEGINNING AT A POINT ON THE OUTER HARBOR LINE WHICH IS EXTENDED NORTH TO THE POINT OF BEGINNING, THENCE NORTH 85°53'48" WEST, 20.00 FEET; THENCE N85°53'48" 70.00 FEET; THENCE S04°06'12" 5.00 FEET; THENCE N85°53'48" 18.95 FEET TO THE OUTER HARBOR LINE; THENCE ALONG THE OUTER HARBOR LINE, SOUTH 04°06'12" EAST, 18.95 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 3,575 SQUARE FEET.

SUBLEASED PROPERTY (BUILDING AREA)
THAT PORTION OF THE OLYMPIA HARBOR AREA ABUTTING N. COLUMBIA STREET, FRONTING LOTS 1 AND 2 OF BLOCK 2 AND B AVENUE WEST, AS SHOWN ON THE OFFICIAL MAPS OF THE OLYMPIA TIDE LANDS ON FILE WITH THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON, COMMENCING AT A POINT ON THE INNER HARBOR LINE AT SAID INTERSECTION OF THE EXTENDED NORTH LINE OF SAID B AVENUE WEST; THENCE ALONG THE INNER HARBOR LINE, SOUTH 04°06'12" EAST, 18.95 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 86°01'34" WEST, 19.70 FEET;
THENCE SOUTH 92°55'08" WEST, 38.89 FEET;
THENCE SOUTH 12°01'49" WEST, 2.17 FEET;
THENCE SOUTH 04°11'44" EAST, 84.05 FEET;
THENCE SOUTH 04°02'34" EAST, 21.59 FEET;
THENCE NORTH 85°53'48" EAST, 42.35 FEET TO SAID INNER HARBOR LINE;
THENCE ALONG SAID INNER HARBOR LINE, NORTH 04°06'12" WEST, 137.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,017 SQUARE FEET, MORE OR LESS;
WASHINGTON, THE CITY OF OLYMPIA, THURSTON COUNTY.

EXHIBIT A
FOR
WEDELL BERG JR.
DNR LEASE 22-874532

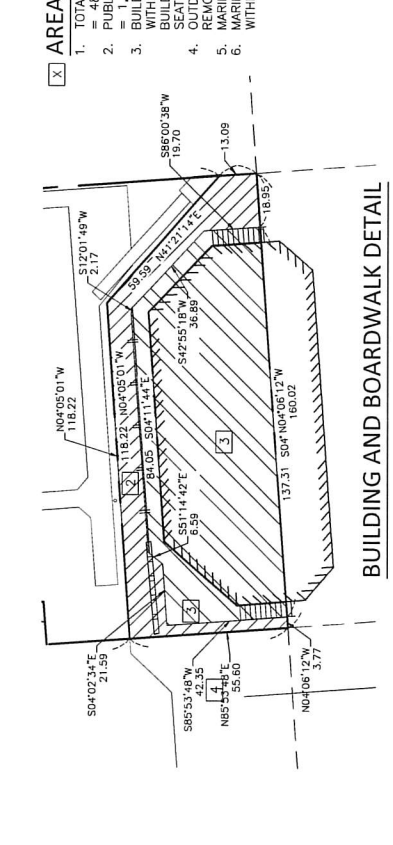
DRAWN BY	JMG	DATE	9/14/2020	JOB NUMBER	18-807
CHECKED BY	BEP	SCALE	1"=30'	SHEET NUMBER	SV 1
AUDITORS INDEX	SW1/4 NW1/4, SEC 14, T18N, R22W, W.M.				



N: 834485.273
E: 1041357.116
FOUND LEQ WITH 1/4" CASE
STATE PLANE COORDINATES

AREA SUMMARY

- TOTAL AQUATIC LAND LEASE (AQLL) AREA = 48,006 S.F.
- PUBLIC WALKWAY EASEMENT WITHIN AQLL = 1,990 S.F.
- BUILDING AND OUTDOOR SEATING AREA WITHIN AQLL = 6,017 S.F. AREA WITHIN BUILDING 4,877 S.F. AREA IN OUTDOOR SEATING 1,140 S.F.
- REMOVED JULY 2019.
- MARINA AREA = 36,424 S.F.
- WITHIN AQLL = 3,575 S.F.



N: 834485.273
E: 1041357.116
FOUND LEQ WITH 1/4" CASE
STATE PLANE COORDINATES

BASES OF BEARING
WASHINGTON STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE, NAD 83/2011 EPOCH 2010.00 BASED
ON WASHINGTON STATE REFERENCE NETWORK GPS
TIES; REFERENCE ANGLE - 01°44' 35"
PROJECT SCALE FACTOR: 0.999947057
PROJECT COMBINED SCALE FACTOR: 0.99994871
ALL DISTANCES SHOWN ARE GROUND DISTANCES.
THE COORDINATES ARE STATE PLANE COORDINATES
FOR THE TWO MONUMENTS SHOWN IN N. COLUMBIA ST.

SURVEY NOTES

- INSTRUMENT USED: SOKKIA SRX 3 TOTAL STATION AND TOPCON GR5 GPS RECEIVERS. THE STANDARDS OF WAS 979-130-090
- SURVEY COMPLETED 8/2018
- ALL MONUMENTS SHOWN AS FOUND VISITED 8/2018.



MTN 2 COAST LLC
PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360.239.1497

Blue Ridge
WASHINGTON
STATE BOARD OF SURVEYORS
REGISTERED PROFESSIONAL SURVEYOR

9/14/2020



City Council

Approval of a Resolution Ratifying Applications for the Washington State Department of Commerce Transit Oriented Development Grant and Housing Action Plan Implementation Grant and Approving Acceptance of the Grants if Awarded

Agenda Date: 10/12/2021
Agenda Item Number: 4.D
File Number:21-0954

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

Title

Approval of a Resolution Ratifying Applications for the Washington State Department of Commerce Transit Oriented Development Grant and Housing Action Plan Implementation Grant and Approving Acceptance of the Grants if Awarded

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution ratifying applications for the Washington State Department of Commerce Transit Oriented Development Grant and Housing Action Plan Implementation Grant and approving acceptance of the Grants if awarded.

Report

Issue:

Whether to approve a Resolution ratifying applications for the Washington State Department of Commerce Transit Oriented Development Grant and Housing Action Plan Implementation Grant and approving acceptance of the Grants if awarded.

Staff Contact:

Amy Buckler, Strategic Projects Manager, 360.280.8947

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The Washington Department of Commerce recently announced two grant applications that would enable the City to implement its Housing Action Plan (HAP). City staff submitted the grant

applications on October 7, 2021. The Department of Commerce anticipates announcing the grant recipients by the end of October.

Because the window of time is short between when Commerce will announce the grant recipients and when they anticipate signed contracts, it is necessary for the City Council to pre-authorize the City Manager or his designee to execute the documents necessary to accept the funding if the City is awarded one or both grants.

The grants are as follows:

- 1) The Transit Oriented Development Implementation (TODI) grant is for up to \$250,000 to complete a subarea plan and Environmental Impact Statement (EIS) for the Capital Mall Triangle subarea -which are identified actions in the HAP. The subarea is one of three transit-oriented urban centers envisioned in Olympia's Comprehensive Plan. Our Plan envisions this area with significantly more housing development mixed in with new and existing commercial uses over the next 20 years. The vision is that this area will grow into a more people-oriented urban neighborhood where residents can commute to work, recreate, and meet basic needs without a car. To get there we need to set the table for high-density, mixed-use housing and make it easier for people to walk, bike, bus or roll through the subarea. The grant would enable robust analysis and public engagement to form a clear and coordinated strategy that will leverage redevelopment in a way that forwards our community vision and works for developers, businesses, neighbors and the city.
- 2) The Housing Action Plan Implementation (HAPI) grant is for up to \$100,000 to amend the parking code to reduce parking requirements in frequent transit areas and to increase flexibility in the permit process - both of which are identified actions in the HAP. These actions forward *Strategy 3: Expand overall housing supply by making it easier to build all types of housing*. Reducing minimum parking requirements can result in increased density and be an appropriate trade-off when the development is near transit routes that receive frequent service. Increasing flexibility in the permit process is about streamlining the permit process to reduce confusion/barriers to development.

Neighborhood/Community Interests (if known):

The westside Community Visioning Group (CVG) is very interested in the City applying for the TODI grant to enable a subarea planning process for the Capital Mall Triangle.

Options:

- 1) Move to approve a Resolution ratifying applications for the Washington State Department of Commerce Transit Oriented Development Grant and Housing Action Plan Implementation Grant and approving acceptance of the Grants if awarded.
- 2) Do not move to approve a Resolution ratifying applications for the Washington State Department of Commerce Transit Oriented Development Grant and Housing Action Plan Implementation Grant and approving acceptance of the Grants if awarded.

Financial Impact:

There is no matching requirement for these grants. The TODI grant would provide up to \$250,000 for subarea planning, and the HAPI grant would provide up to \$100,000 for code changes that

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

implement Olympia's Housing Action Plan.

Attachments:

Resolution

Capital Mall Triangle Subarea

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, RATIFYING THE APPLICATION FOR TWO GRANTS BETWEEN THE CITY OF OLYMPIA AND THE WASHINGTON STATE DEPARTMENT OF COMMERCE FOR THE TRANSIT ORIENTED DEVELOPMENT GRANT (TODI) AND HOUSING ACTION PLAN IMPLEMENTATION (HAPI) GRANT AND APPROVING ACCEPTANCE OF EITHER OR BOTH GRANTS, IF AWARDED TO THE CITY.

WHEREAS, Olympia’s Comprehensive Plan encourages high-density, compact, infill development and redevelopment within existing urban areas; and

WHEREAS, Olympia’s Housing Action Plan calls for the City to increase housing supply and affordability through a variety of actions, including reducing parking minimums, making use of infill development tools under the State Environmental Policy Act, and subarea planning for the Capital Mall Triangle that explores adaptive reuse, low-income housing and displacement strategies, among others; and

WHEREAS, the 2021 Washington State Legislature appropriated \$7.5 million in operating and capital funds to help cities increase residential building capacity and facilitate transit-oriented development that leverages high-capacity transit system investments and increases high-density residential development near transit; and

WHEREAS, the Washington Department of Commerce has released two grants to disperse funding from the Legislature for Housing Action Plan implementation and planning for transit-oriented development; and

WHEREAS, the Transit Oriented Development Implementation (TODI) grant, if awarded to Olympia, would establish a long-range plan and actions to move forward Olympia’s vision for a thriving, high density neighborhood on Olympia’s westside, and establish a pre-development environmental impact statement (EIS) that addresses environmental and community issues while reducing developer uncertainty; and

WHEREAS, the Housing Action Plan Implementation (HAPI) grant, if awarded to Olympia, would assist the City in analyzing and carrying out a public review process to reduce parking minimums for multi-family housing and areas with frequent transit throughout the city, in order to reduce housing costs and free up more land for housing development; and

WHEREAS, City staff have submitted applications to the Department of Commerce for both the TODI and HAPI grants; staff expect a decision on the City applications by October 29; and

WHEREAS, because the window of time is short between when Commerce will announce the grant recipients and when they anticipate signed contracts, it is necessary for the City Council to pre-authorize the City Manager or his designee to execute the documents necessary to accept the funding if the City is awarded one or both grants;

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

1. The Olympia City Council hereby ratifies application for two grants between the City of Olympia and the Department of Commerce for the TODI and HAPI Grants, as described above.

2. If the City of Olympia is awarded either the TODI or HAPI grants, or both, the City Manager or his designee is directed and authorized to execute on behalf of the City of Olympia any grant agreement or agreements necessary to receive grant funds, provided the City Manager or designee deems the terms of such grant agreement or agreements reasonable.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

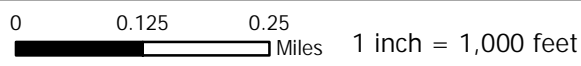
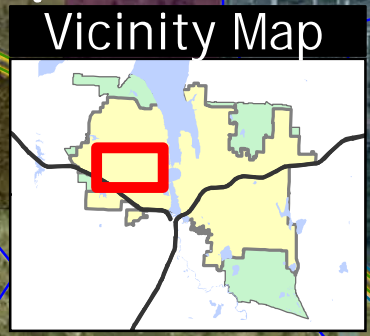
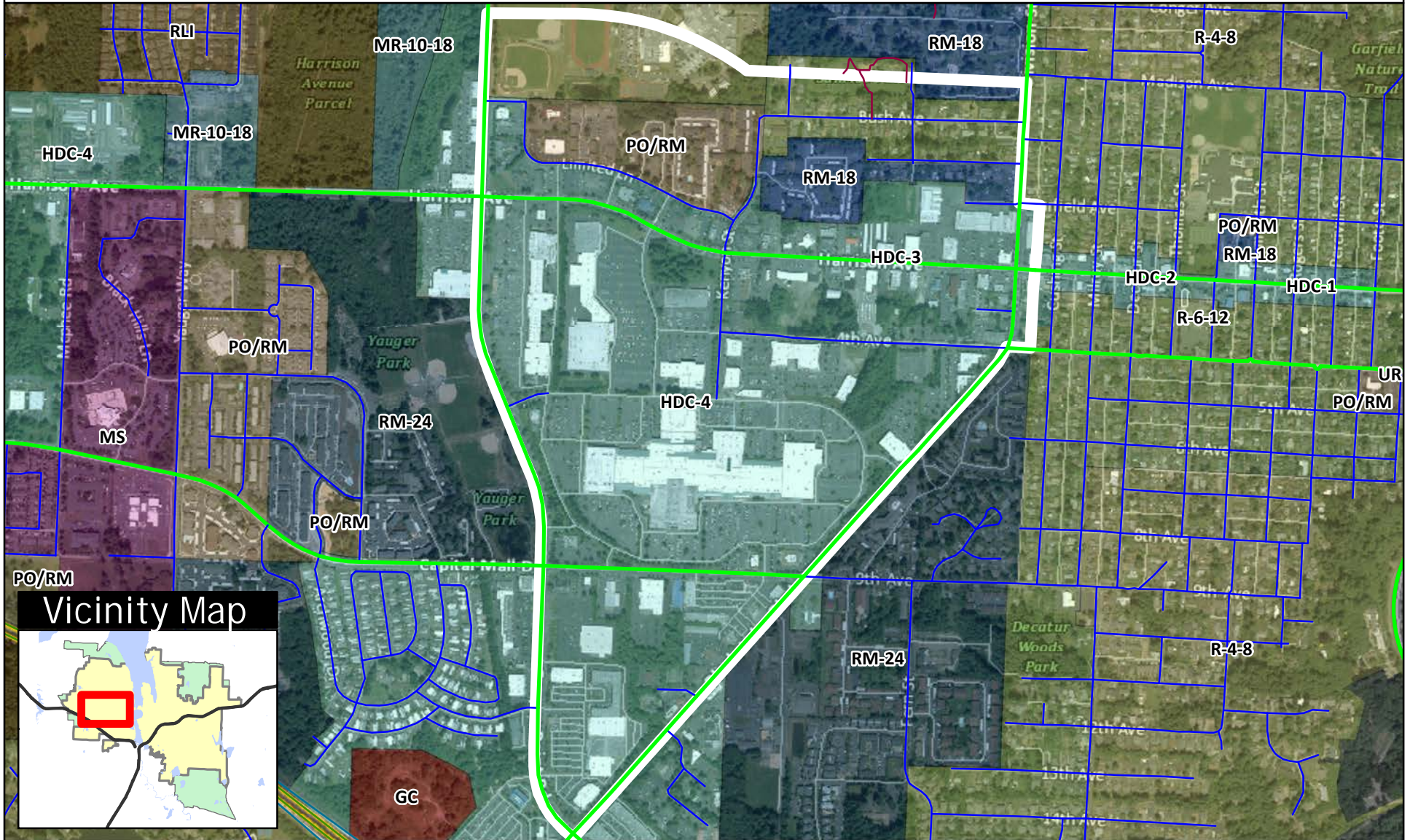
Michael M. Young

DEPUTY CITY ATTORNEY



Capital Mall Triangle Subarea (white)

Major (green) Streets, Minor (blue) Streets, and Zoning



Map printed 9/21/2021
 For more information, please contact:
 Amy Buckler, Strategic Projects Manager
 abuckler@ci.olympia.wa.us
 (360) 570-5847

This map is intended for 8.5x11" landscape printing.

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City Council

Approval of a Resolution of Intention to Modify the Boundaries of the Parking and Business Improvement Area to Correct a Scrivener's Error, Changing the Number of Advisory Board Members to Eleven, and to Provide for PRIDE Programs and Events

Agenda Date: 10/12/2021
Agenda Item Number: 4.E
File Number:21-0961

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

Title

Approval of a Resolution of Intention to Modify the Boundaries of the Parking and Business Improvement Area to Correct a Scrivener's Error, Changing the Number of Advisory Board Members to Eleven, and to Provide for PRIDE Programs and Events

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution of the City Council's intent to modify the boundaries of the Parking and Business Improvement Area (PBIA) to correct a scrivener's error in the legal description of Zone C, as found in Ordinance No. 6375, and as subsequently codified in OMC 3.62.010, to change the number of PBIA Advisory Board members to 15 to 11, to provide for PRIDE programs and events in downtown, and to schedule a public hearing as required by RCW 35.87A.050 and RCW 35.87A.075.

Report

Issue:

Whether to approve a Resolution of intention to modify the boundaries of the PBIA to correct a scrivener's error in Ordinance No. 6375, and as subsequently codified in OMC 3.62.010, to change the number of PBIA Advisory Board members from 15 to 11, to provide for PRIDE programs and events, and to schedule a public hearing upon at least 15 days' notice as required by RCW 35.87A.050 and RCW 35.87A.075.

Staff Contact:

Max DeJarnatt, Program Analyst, Community Planning & Development. 360.570.3723

Presenter(s):

None

Background and Analysis:

Almost 16 years ago, the Olympia City Council passed and approved Ordinance No. 6375 establishing a Parking and Business Improvement Area (PBIA) as permitted by RCW Chapter 35.87A. Within Ordinance No. 6375 was a metes and bounds legal description for Zone C. Unfortunately, there was a scrivener's error in the Zone C legal description that was undiscovered at the time, and remained undiscovered as the PBIA, established by Ordinance No. 6375, was codified into OMC 3.62.010. A review of the legal description in Zone C revealed the error when compared to Exhibit A-1, attached to Ordinance No. 6375.

The effect of the error is that Council must modify the boundaries of the PBIA to be consistent with its intent in 2005 when passing Ordinance No. 6375, and to be consistent with Exhibit A-1 as attached to Ordinance No. 6375. While the scrivener's error is a simple typographical error, Council must state its intent to hold a public hearing to modify the PBIA boundaries, and to provide for 15 days' notice prior to the hearing to those businesses and others within the PBIA, as required by RCW 35.87A.050 and RCW 35.87A.075. In addition to a public hearing to consider an Ordinance to correct the scrivener's error, the proposed Ordinance will also address a request from the PBIA Board to reduce the number of Advisory Board members from fifteen 15 to 11 to improve the Board's efficiency and management, and to also include PRIDE programs and events in downtown in addition to others within the PBIA.

Neighborhood/Community Interests (if known):

None, other than the PBIA Advisory Board request to reduce the size of the Advisory Board members to from 15 to 11.

Options:

1. Approve the Resolution of the City Council's intention to modify the boundaries of the PBIA to correct a scrivener's error in the legal description of Zone C within Ordinance No. 6375, and as subsequently codified in OMC 3.62.010, and to provide for notice of a future public hearing on the boundary modification as required by RCW 35.87A.050 and RCW 35.87A.075.
2. Don't approve the Resolution of the City Council's intention to correct the scrivener's error found in the legal description for Zone C in Ordinance No. 6375 from 2005. The effect will be that the error will remain in Ordinance No. 6375, and as codified in the current OMC 3.62.010, and the boundaries in Zone C as legally described will be inconsistent with Exhibit A-1 attached to Ordinance No. 6375.
3. Consider the Resolution at another time.

Financial Impact:

The scrivener's error in the text has resulted in the City reimbursing 41 businesses for previous assessments, totaling approximately \$45,000. Fixing the scrivener's error will align the text with the map showing the intended boundary of the PBIA. This modification will enable the City to assess businesses within the intended PBIA boundary in 2022.

Attachments:

Resolution
Ordinance No. 6375 (Passed in 2005)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, OF ITS INTENTION TO MODIFY THE BOUNDARIES OF THE PARKING AND BUSINESS IMPROVEMENT AREA TO CORRECT A SCRIVENER'S ERROR IN ORDINANCE NO. 6375, AND AS SUBSEQUENTLY CODIFIED IN OMC 3.62.010; TO CHANGE THE NUMBER OF ADVISORY BOARD MEMBERS TO ELEVEN; AND TO ALSO PROVIDE FOR PRIDE PROGRAMS AND EVENTS

WHEREAS, on November 15, 2005, the Olympia City Council passed and approved Ordinance No. 6375 establishing a Parking and Business Improvement Area (hereafter "PBI"); and

WHEREAS, Ordinance No. 6375 also provided various programs for improving downtown parking, a clean and safe program to make downtown cleaner and more welcoming and to improve the public's perception of safety, to provide for streetscape beautification, clean-up, public arts programs, way finding signs, and administration and staff support, a business recruitment and retention program, and a commercial marketing program; and

WHEREAS, a levy of special assessments was adopted to finance the programs of the PBI as provided in Ordinance No. 6375; and

WHEREAS, Ordinance No. 6375 provided for three zones within the PBI: Zone A, Zone B, and Zone C, with a metes and bounds legal description for each zone; and

WHEREAS, the metes and bounds legal description for Zone C in Ordinance No. 6375 contains a scrivener's error that requires correction, and which is inconsistent with Exhibit A-1 to Ordinance No. 6375. A copy of the necessary correction is set forth in Exhibit A attached hereto; and

WHEREAS, Ordinance No. 6375 has been codified in the Olympia Municipal Code (OMC) in OMC Chapter 3.62, thus requiring an Ordinance to amend and correct the legal description for Zone C in OMC 3.62.010; and

WHEREAS, the PBI Board has requested to reduce the number of advisory board members from fifteen (15) to eleven (11) board members to better facilitate and manage board meetings for the PBI; and

WHEREAS, OMC 3.62.020(5) should be amended to also include among community events held downtown PRIDE events, in addition to Music in the Park, ArtsWalk, Downtown for the Holidays, and the Pet Parade; and

WHEREAS, assessments shall remain as established in OMC Chapter 3.62 in the modified area;

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

1. The Olympia City Council declares its intention to modify the boundaries of the PBA to correct a scrivener's error in Ordinance No. 6375, and as subsequently codified in OMC Chapter 3.62, as set forth in Exhibit A attached hereto, and to consider other amendments to OMC Chapter 3.62.

2. Prior to taking action on the proposed modification to correct a scrivener's error in Ordinance No. 6375, and as subsequently codified in OMC Chapter 3.62, the Olympia City Council shall hold a public hearing and take public testimony, if any, upon at least fifteen (15) days' notice as required by RCW 35.87A.050 and RCW 35.87A.075.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

EXHIBIT A

ZONE C:

All of that portion of the City of Olympia, Washington described as beginning at the centerline intersection of Columbia Avenue and Union Avenue; thence Northerly along the centerline of Columbia Avenue to the centerline of 7th Avenue; thence Easterly along said centerline to the centerline of Washington Street; thence Southerly along said centerline to the centerline of ~~7th~~ Union Ave; thence Westerly along said centerline to the point of beginning; ALSO, All of that portion of the City of Olympia, Washington described as beginning at the line of ordinary high tide with to the centerline of Thurston Avenue extended westerly; thence Northerly along said high tide line to a point 600 feet Northerly of the centerline of Corky Avenue extended Westerly; thence Easterly and parallel to Corky Avenue and its extension to the centerline of East Bay Drive; thence Southerly along said centerline to the centerline of Olympia Avenue; thence Westerly along said centerline to the centerline of Jefferson Street; thence Northerly along said centerline to the centerline of Thurston Avenue; thence Westerly along said centerline and its extension to the point of beginning.

Ordinance No. 6375

AN ORDINANCE establishing a Parking and Business Improvement Area; levying special assessments upon the businesses within the area; providing for the deposit of revenues in a special account and expenditures therefrom; and providing for administration agreements.

WHEREAS, RCW 35.87A authorizes a city to form a parking and business improvement area (“PBI A”) to aid general economic development and neighborhood revitalization, to assist trade, economic viability, and livability and for the purpose of financing improvements to a city’s downtown residential and business areas; and

WHEREAS, RCW 35.87A.010 authorizes a city to levy special assessments upon multi-family and mixed use residences and /or businesses located within a PBI A, to pay the costs of the acquisition, construction or maintenance of parking facilities for the benefit of the area, the decoration of any public place in the area, the sponsorship or promotion of public events which are to take place on or in public places in the area, the furnishing of music in any public place in the area, the provision of professional management, planning, and promotion for the area, including the management and promotion of retail trade activities in the area; and/or maintenance and security for common, public areas; and

WHEREAS, RCW 35.87A.030 authorizes a PBI A to be initiated by an initiating resolution adopted by the legislative body of a city or town, or upon submission of a petition signed by the owners of businesses who would pay 60% or more of proposed PBI A special assessments; and

WHEREAS, a petition calling for the formation of a PBI A and signed by businesses who would pay approximately 57 percent of the proposed PBI A special assessments has been submitted to the Olympia City Clerk; and

WHEREAS, in light of the substantial show of support by downtown businesses and residential operators for formation of a PBI A and its own goal to focus on and invest in the Downtown, the Olympia City Council determined to initiate the process for forming a PBI A;

WHEREAS, on September 27, 2005 and pursuant to RCW 35.87A.030 the Olympia City Council adopted Resolution M-1614, initiating a Parking and Business Improvement Area via the resolution method instead of the petition method; and

WHEREAS, on September 27, 2005 and pursuant to RCW 35.87A.040, the Olympia City Council adopted Resolution No. M-1615, declaring its intention to establish a Parking and Business Improvement Area, and fixing a date and place for a hearing thereon; and

WHEREAS, on October 18, 2005, the Olympia City Council held a public hearing thereon at the Olympia City Council chambers, 900 Plum Street in Olympia, Washington; and

WHEREAS, the City Council set Thursday, October 20, 2005 at 5:00 P.M. as the deadline to submit a protest pursuant to RCW 35.87A.060;

WHEREAS, taking into account those protests made orally during the October 18 public hearing and those received in writing prior to the October 20 deadline set by the City Council, the City Clerk did not receive protests submitted by those businesses and multi-family residence owners / operators that would pay more than fifty percent (50%) of the proposed assessments; and

WHEREAS, the testimony received at that hearing resulted in the Council determining that establishing a PBI is in the best interest of the businesses within the proposed PBI boundaries in downtown Olympia; and

WHEREAS, a City Council adopted goals for 2005-06 is to "invest in Downtown so that more people live, work, learn, shop, play and enjoy downtown Olympia;" and

WHEREAS, the Parking and Business Improvement Area (PBI) established herein is for the purpose of enhancing conditions for the operation of those businesses and multi-family residence owners, and the budget shall be dedicated to activities in addition to basic services provided by the City of Olympia; now, therefore,

THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. Parking and Business Improvement Area Established. As authorized by Chapter 35.87A RCW, there is hereby established a Parking and Business Improvement Area ("Parking and Business Improvement Area" or "PBI"), consisting of Zones A, B and C, within the boundaries as described below and shown on the map attached hereto as Exhibit A-1. If there is any conflict between said map and narrative description, the text shall prevail.

ZONE A:

All of that portion of the City of Olympia, Washington described as bounded on the North by the centerline of State Avenue, bounded on the South by the centerline of Legion Way, bounded on the West by the centerline of Columbia Street, and bounded on the East by the centerline of Franklin Street.

ZONE B:

All of that portion of the City of Olympia, Washington described as beginning at the centerline intersection of Water Street and 7th Avenue; thence West to the ordinary high water line of Capitol Lake; thence Northerly and Westerly along said line to the East line of the Deschutes Waterway as shown on the official First Class Tideland Plat of the City of Olympia; thence Northerly along said waterway and its extension to the centerline of Olympia Avenue extended Westerly; thence Easterly along said extension to the line of ordinary high tide; thence Northerly along said line to the centerline of Thurston Avenue extended Westerly; thence Easterly along said extension and the centerline of Thurston Avenue to the centerline of Jefferson Street; thence

Southerly along said centerline to the centerline of Olympia Avenue; thence Easterly along the centerline, as platted, of said street to a point 150 feet more or less Westerly of the centerline intersection of Pear Street and Olympia Avenue; thence Southerly more or less parallel to Pear Street, said coarse following original platted lot lines, to the centerline of 7th Avenue; thence Westerly along said centerline to the point of beginning; EXCEPTING, the area described in Zone A above.

ZONE C:

All of that portion of the City of Olympia, Washington described as beginning at the centerline intersection of Columbia Avenue and Union Avenue; thence Northerly along the centerline of Columbia Avenue to the centerline of 7th Avenue; thence Easterly along said centerline to the centerline of Washington Street; thence Southerly along said centerline to the centerline of 7th Ave; thence Westerly along said centerline to the point of beginning;

ALSO, All of that portion of the City of Olympia, Washington described as beginning at the line of ordinary high tide with to the centerline of Thurston Avenue extended westerly; thence Northerly along said high tide line to a point 600 feet Northerly of the centerline of Corky Avenue extended Westerly; thence Easterly and parallel to Corky Avenue and its extension to the centerline of East Bay Drive; thence Southerly along said centerline to the centerline of Olympia Avenue; thence Westerly along said centerline to the centerline of Jefferson Street; thence Northerly along said centerline to the centerline of Thurston Avenue; thence Westerly along said centerline and its extension to the point of beginning.

Section 2. Programs. Special Assessment revenues shall be used for the purpose of providing special projects and services under the following program headings:

	Estimated Annual Cost
1) Downtown Parking Improvements Program	\$30,800
<p>This program will provide for parking improvements to address the concern for downtown Olympia businesses and property owners, as well as patrons and employees. The PBIA special assessments may be used to fund administrative costs such as staff support, the construction or operation and maintenance of a parking structure or other parking improvements.</p>	
2) Clean and Safe Program	\$23,900
<p>This program will provide additional projects and services to make downtown cleaner, more welcoming and improve the public's perception of safety. This program may include a volunteer effort to provide eyes and ears on the street and to assist people downtown; administration and staff support; graffiti removal; and efforts to reduce offenses such as public urination, drug use and sales, aggressive panhandling and public intoxication..</p>	

3) Civic Beautification and Sign Program **\$23,900**

An overall beautification program will help the general aesthetic of downtown. Such a program may include:

- a) Streetscape beautification
- b) Area-wide Paint Up, Fix Up, Clean Up Campaign
- c) Public arts programs
- d) Public/private way finding signs
- (e) Administration and staff support

4) Business Recruitment and Retention Program **\$18,300**

Preparation of inventories of commercial vacancies, information about incentives and benefits to locating downtown and development of a common vision for the types of businesses and other organizations would enhance the downtown. Inventory information will facilitate development of specific recruitment and retention strategies for different parts of downtown. Inventories may include:

- a) Community preference surveys
- b) Inventory of vacancies
- c) Advertising vacancies

Administration and staff support to prepare the inventories is included.

5) Commercial Marketing Program **\$17,100**

Development of a well-conceived "Buy Local" marketing program that will benefit the whole downtown and to continue to support of long-standing community events through:

- a) Advertising and promotion
- b) Theme development
- c) Special events and activities
- d) Tourism attraction

Other existing programs may be reviewed for supplementation with PBIA special assessments, including but not limited to:

- a) Community events held downtown including Music in the Park, ArtsWalk, Downtown for the Holidays, and the Pet Parade;
- b) Marketing programs including the shopping and restaurant guide, and event management or support;

- c) Programs to clean up downtown that include the semi-annual clean-ups, graffiti management, and mural programs.
- d) Programs to develop partnerships for local governments, quasi-public and non-profit groups that work in or invest resources in downtown on behalf of the public.

Administration and staff support will be included in the programs and projects listed above.

The list of possible services and projects within the general program categories above is illustrative and not exclusive. The costs are estimated only and the PBI budget shall be established by City Council and expended based on actual receipts, as set forth in Section 10 below.

Section 3. Levy of Special Assessments. To finance the programs authorized in Section 2, and in recognition of the special benefits created thereby, a special assessment is hereby levied upon and shall be collected annually from all the businesses and multi-family residence owners / operators (“Ratepayers”) in the Parking and Business Improvement Area described in Section 1, as authorized by RCW 35.87A.080. Assessments shall not be pro rated. The special assessments shall be levied upon the Ratepayers in Zones A, B and C according to the rates established as follows:

Business Type	Zone A			Zone B			Zone C		
	Large	Medium	Small	Large	Medium	Small	Large	Medium	Small
Restaurant/Retail	\$750	\$500	\$250	\$600	\$400	\$200	\$300	\$200	\$150
Professional/Service	\$400	\$300	\$200	\$300	\$200	\$150	\$200	\$150	\$150
Financial Institutions	\$750			\$600			\$300		
Lodging/Apartments	30 or less rooms = \$200; 31-50 rooms = \$300; 51+ rooms - \$400								
Personal Care Services	Minimum \$150 plus \$75 per station above 2 stations with a cap of \$500								

Definitions:

Business: means any person, group or entity, including but not limited to a sole proprietorship, partnership, corporation, limited liability partnership or limited liability corporation, that engages in business with the object of gain, benefit, or advantage to the person,

group or entity, or to another person or class, directly or indirectly. “Engages in business” as used herein shall have the meaning set forth in Olympia Municipal Code Section 5.04.040.N.

Large // Medium // Small based on employee count: FTE's (Full time Equivalent)

- Small 1-3 FTE's
- Medium 4-6 FTE's
- Large 7+ FTE's

Retail: means a business that engages in sales at retail and / or retail sales, as those terms are defined in Olympia Municipal Code Section 5.04.040.MM.1.a and .1.c - .1e, but does not include the provision of any services. “Retail” includes, as an example, the buying and reselling of goods, such as that engaged in by clothing stores, shoe stores, office supplies, etc.

Restaurant: means a business that sells prepared foods and drinks.

Service Business: means a business that engages in retail services, as that term is defined in Olympia Municipal Code Section .5.04.040.JJ, or engages in the activities set forth in OMC 5.04.040.MM.1.b, MM.2 , MM.3a – e, MM.4, and MM.6-7. Examples include repair shops, automotive-oriented service businesses, computer repair and support, tech support services, entertainment businesses such as theaters, etc.

Lodging: means engaging in the business defined in OMC Section 5.04.040.MM.3.f. Examples include the rental of rooms by the day or week to community visitors. “Lodging” also means the rental or lease of a residential dwelling unit, if such unit is contained within any building or buildings containing four (4) or more residential units or any combination of residential and commercial units, whether title to the entire property is held in single or undivided ownership or title to individual units is held by owners who also, directly or indirectly through an association, own real property in common with the other unit owners.

Professional Services Businesses: means Architects, Engineers, Attorneys, Dentists, Doctors, Accountants, Optometrists, Realtors, Insurance Offices, Mortgage Brokers and most other businesses that require advanced and/or specialized licenses and/or advanced academic degrees.

Financial Institution: means a bank, savings and loan, credit union, or similar institution.

Personal Care Service Business: means a hair salon, barber shop, manicurist, tanning salon, acupuncturist, massage therapist, esthetician, exercise studio, yoga studio, Pilates studio, soothsayer, and the like.

Full-Time Equivalent (FTE): A position or positions requiring work equal to or exceeding forty (40) hours per week.

Employee: Any person whose work is devoted to the ongoing operation of a business or multi-family residence. As used in this ordinance, “Employee” includes a person with an ownership interest in a business, regardless of whether that person is paid a salary or wages.

Section 4. Rate Changes. Changes in the assessment rate shall only be made by ordinance adopted by the Olympia City Council and as authorized in RCW 35.87A.140.

Section 5. Deposit of Revenues. There is hereby created in the City a separate subaccount designated as the Parking Business Improvement Area Account (called “the Account”). The following monies shall be deposited in the Account:

- a) All revenues from special assessments levied under this ordinance;
- b) All income to the City from public events financed with special assessments;
- c) Gifts, donations and voluntary assessment payments for the Account; and
- d) Interest and all other income from the investment of Account deposits.

Section 6. Collection Schedule. Special assessments shall be collected on an annual basis.

Section 7. Delinquent Payments. If an assessment has not been paid within thirty (30) days after its due date, it will be considered delinquent. The City Manager is authorized to assign delinquent assessments to a collection agency or bring an action in any court of competent jurisdiction.

Section 8. Notices. Notices of assessment and all other notices contemplated by this ordinance may be sent by ordinary mail or delivered by the City to the address shown on City of Olympia records, as they may be modified from time to time based on information provided by the Program Manager (if any). Failure of the Ratepayer to receive any mailed notice shall not release the Ratepayer from the duty to pay the assessment and any collection agency charges.

Section 9. Disputes. Any Ratepayer aggrieved by the amount of an assessment may appeal the Program Manager’s decision to the City Manager for review. The City Manager may uphold the assessment or adjust the assessment consistent with this ordinance. The City Manager’s decision shall be final and not appealable to any court or body. The appellant Ratepayer has the burden of proof to show that the assessment is inconsistent with the applicable assessment fee provided for herein.

Section 10. Expenditures. Expenditures from the Account shall be made upon vouchers drawn for services rendered and shall be used exclusively for the statutory purposes each as more fully defined in Section 2. Pursuant to RCW 35.87A.110, the City Council shall have the sole discretion and authority to adopt a work program and budget for expenditures from the Account at such times as the Council may determine.

Section 11. Administration. The City Manager or his or her designee shall administer the program for the City with authority to:

- a) Classify Ratepayers within the three zones under Sections 1 and 3. As part of this classification, the City Manager or designee is authorized to make a determination of the number of regular FTEs employed by a Ratepayer prior to issuing assessment

notices each calendar year. The classification and FTE determination shall be based on information from City of Olympia records as they may be modified from time to time based on information provided by the Program Manager (if any);

- b) Collect the special assessments; and
- c) Upon Council approval, execute an annual program management contract with a Program Manager.

Section 12. Contract for Program Management. Pursuant to RCW 35.87A.110, the City Manager may contract with a chamber of commerce or similar business association entity or entities operating within the boundaries of the PBLA to act as a Program Manager. The Program Manager shall administer the PBLA's operation, including but not limited to implementation of the projects and activities contained in the work program adopted by the City Council under Section 10 above, performing the administrative duties allocated to the City Manager or his or her Designee under Sections 6, 7, or 11 above (except Section 11(c)), or the like.

Any contract entered into under this Section shall include provisions to address the following:

A. Provisions for the Program Manager to:

1. Create and maintain a business data base of all Ratepayers within the boundaries of the PBLA ;
2. Classify each Ratepayer within each of the three zones, based on the number of regular FTEs for each Ratepayer;
3. Provide the data base and classifications to the City in sufficient time for its use in mailing annual special assessment notices, but no later than November 1 of each calendar year;
4. Resolve disputes by any Ratepayer aggrieved by the amount of an assessment;
5. When notified by the City of delinquent accounts, pursue collection within 30 days of notification, and prior to the City's assignment of the accounts to a collection agency or initiation of a formal collection action;
6. Perform all basic Municipal Services Contract provisions (periodic billing and reporting requirements, internal controls and maintain accurate records, etc.);
7. Perform the projects and services listed in Section 2 as approved annually by the City Council pursuant to Subsection B.2 below;
8. Submit reimbursement request on vouchers drawn for services rendered (consistent with the Council adopted budget and work program for that calendar year);

9. Provide administrative support for the creation and operation of the PBIA Advisory Board created pursuant to Section 13 below, including soliciting nominations and conducting an election for Board representatives.

B. Provisions for the CITY to:

1. Review the PBIA Advisory Board's annual proposed budget recommendations for special services and projects;
2. Adopt a work program and budget for expenditures;
3. Send a bill to each business within the boundary on an annual basis based on the assessment list provided by the Program Manager;
4. Resolve Ratepayer disputes forwarded from the Agency (City Manager review);
5. Collect special assessments;
6. Notify the Program Manager of delinquent accounts, so that the Program Manager may pursue collection prior to the City's collection efforts (see No. 8 below);
7. Pursue collection by sending the bill to a collection agency or commencing an action in a court of competent jurisdiction to collect the special assessment;
8. Review and reimburse eligible expenses; and
9. Conduct periodic review of the Program Manager's performance.

Section 13. Advisory Board. There is hereby created an advisory board to the Olympia City Council. The Board shall consist of an odd number totaling at least 15 member representatives of Ratepayers representing a diversity of business classifications, interests, and viewpoints within the PBIA. Board members shall be elected by a majority of Ratepayers within the PBIA voting in an election conducted by the Program Manager under Section 12 above. The Council may also appoint a nonvoting Council member representative who is not a Ratepayer, and/or City staff liason. The Board's duties shall include the annual development of a proposed work program with specific projects and budgets and the recommendation of the same to the City Council for its consideration, and preparation of a plan for regular communication of PBIA projects and information to Ratepayers, including specific provisions for communication with non-English speaking Ratepayers.

Section 14. Bids Required for Construction of Projects. Pursuant to RCW 35.87A.200, the City Manager and/or the Program Manager utilized under Section 12 above shall call for competitive bids by appropriate public notice and award contracts, whenever the estimated cost of any Parking and Business Improvement Area public works construction project, including cost of materials, supplies and equipment, exceeds the sum of two thousand five hundred dollars. Pursuant to RCW 35.87A.210, the cost of a public works construction project for the purposes of this Section shall be aggregate of all amounts to be paid for the labor,

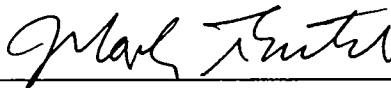
materials and equipment on one continuous or inter-related project where work is to be performed simultaneously or in near sequence. Breaking a public works construction project into small units for the purposes of avoiding the minimum dollar amount prescribed herein is contrary to public policy and is prohibited.

Section 15. Commencement of Assessments. Assessments shall commence as of January 1, 2006 for all existing businesses located within the assessment area depicted in Section 1 above. Any new business or multi-family residence commencing operation within the boundaries of the PBIA after November 1 of any given year shall be exempt from payment of the assessment until November 1 following the business' or multi-family residence's commencement of operation; provided, that no exemption under this section have a duration of longer than one year. Such a business or multi-family residence shall be assessed the January 1 following commencement of its operation. Assessments shall not be pro rated.

Section 16. Term. The PBIA and special assessments created and levied by this ordinance shall expire on December 31, 2010, unless renewed or extended by earlier action of the City Council.


Section 17. Ratification and Confirmation. The making of contracts and expenditures and the sending of assessment notices pursuant to the authority and prior to the effective date of this ordinance are hereby ratified and confirmed.

Section 18. Effective Date. This ordinance shall take effect and be in force thirty days from and after its passage and publication.



MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

Passed: November 15, 2005
Approved: November 15, 2005
Published: November 23, 2005

SUMMARY OF ORDINANCE 6375

On November 15, 2005, the Olympia City Council passed 6375 - AN ORDINANCE establishing a Parking and Business Improvement Area; levying special assessments upon the businesses within the area; providing for the deposit of revenues in a special account and expenditures therefrom; and providing for administration agreements.

The full text of Ordinance No. 6375 may be obtained for a fee at Olympia City Hall, 900 Plum Street, SE or will be mailed upon request for a fee. Call (360)753-8325 or write to City of Olympia, P.O. Box 1967, Olympia, WA 98507-1967.

Do not publish below this line

PUBLISH: Wednesday, November 23, 2005

Exhibit A-1

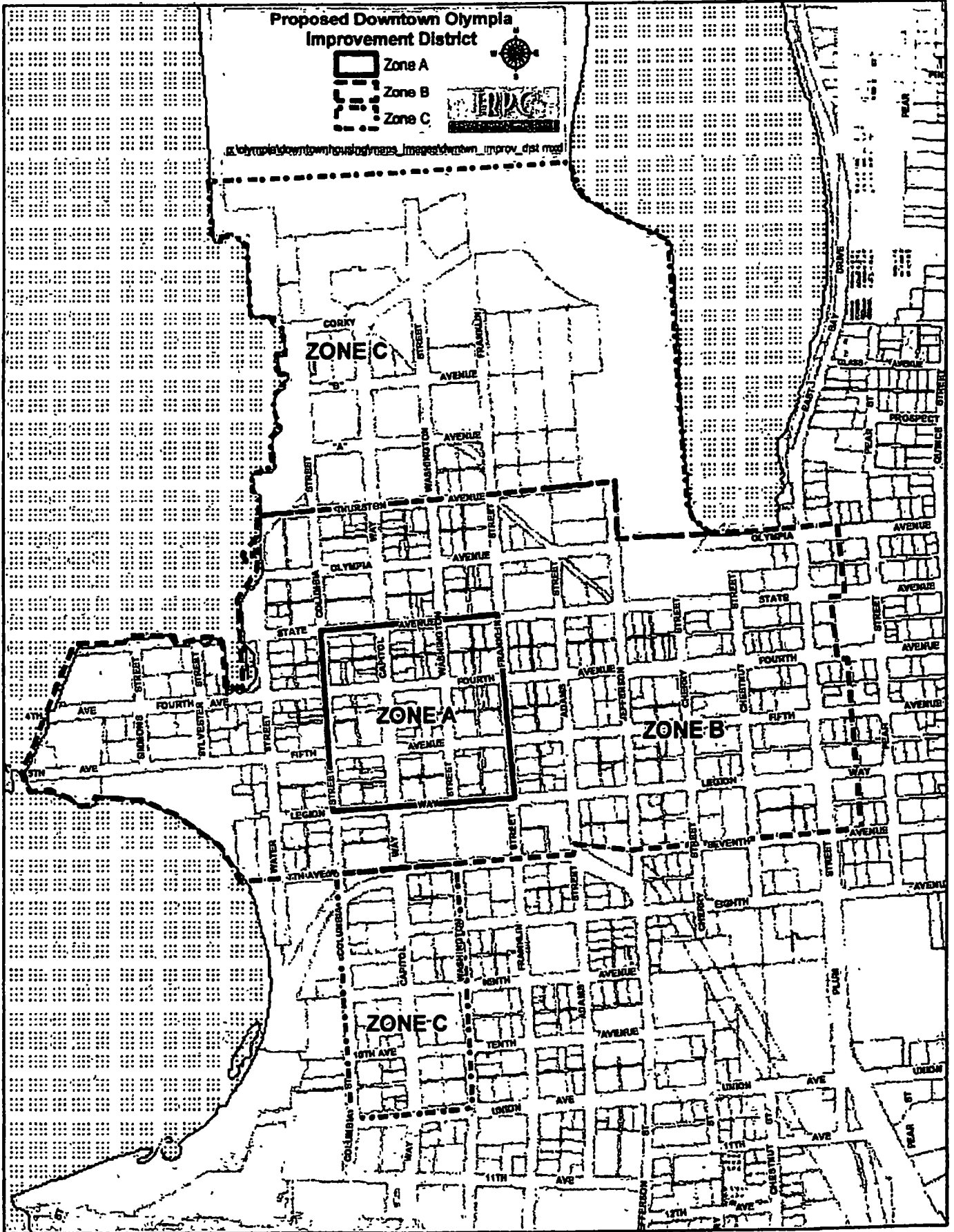
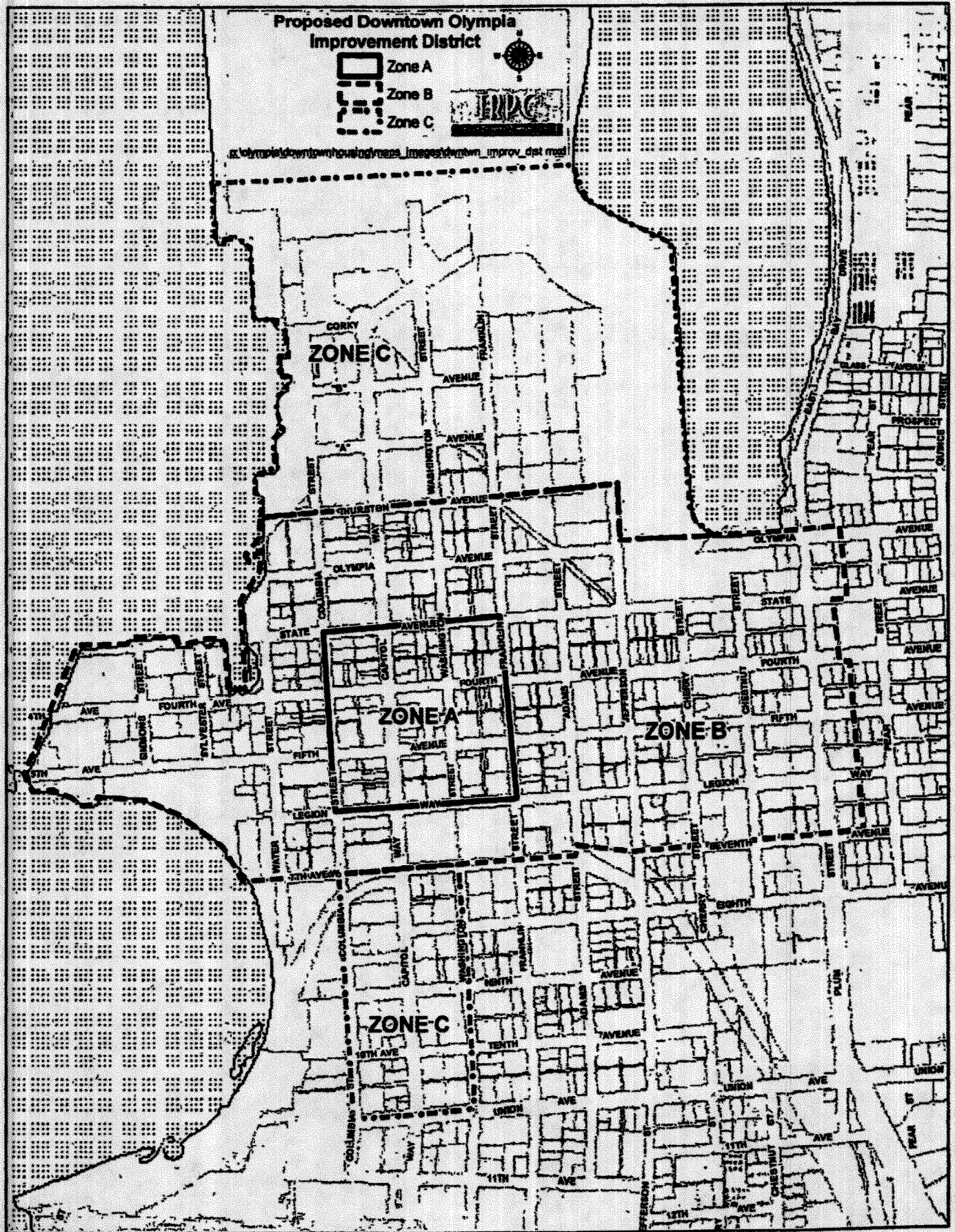


Exhibit A-1





City Council

Approval of a Resolution to Not Accept Annual Comprehensive Plan Amendment Applications During the Periodic Update of the Comprehensive Plan

Agenda Date: 10/12/2021
Agenda Item Number: 4.F
File Number:21-0970

Type: resolution **Version:** 2 **Status:** Consent Calendar

Title

Approval of a Resolution to Not Accept Annual Comprehensive Plan Amendment Applications During the Periodic Update of the Comprehensive Plan

Recommended Action

Committee Recommendation:

The Land Use and Environment Committee received a briefing at its August 19, 2021, meeting.

City Manager Recommendation:

Move to approve a Resolution to not accept applications for annual Comprehensive Plan amendments during the periodic update of the Comprehensive Plan.

Report

Issue:

Whether to approve a Resolution to not accept applications for annual Comprehensive Plan amendments during the periodic update of the Comprehensive Plan.

Staff Contact:

Cari Hornbein, Senior Planner, Community Planning and Development, 360.753.8048

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Under the Growth Management Act, cities are allowed to amend their comprehensive plans once a year. Chapter 18.59 of the Olympia Municipal Code outlines the amendment process, including a provision that the City Council may set a deadline each year for submittal of preliminary plan amendment applications. This deadline has been typically set in mid-November for the following year's amendments.

The Growth Management Act also requires cities to review and evaluate their comprehensive plans

every eight years. Olympia's periodic update will commence in 2022 using a phased multiyear approach, with adoption by June 30, 2025. Accepting proposals for annual amendments during that time may conflict with and complicate the periodic update process. Individuals and agencies contemplating amendments through the annual process will be encouraged to participate in the periodic update so that their proposals can be considered together with other proposed changes to the Comprehensive Plan.

Neighborhood/Community Interests (if known):

To date, no specific proposals are anticipated for the next annual update cycle. Public interest depends on specific proposals but can generate a high level of community interest. The periodic update will provide extensive opportunities for public involvement.

Options:

1. Approve the Resolution to not accept annual Comprehensive Plan amendment applications during the periodic update of the Comprehensive Plan. The update will commence in 2022 and be completed prior to June 30, 2025.
2. Reject the Resolution and by motion, set November 19, 2021 as the deadline for preliminary annual Comprehensive Plan amendment proposals to be considered in 2022.
3. Consider the Resolution at another time.

Financial Impact:

Review of Comprehensive Plan amendments is incorporated into the Community Planning and Development Department's annual work plan. If the resolution is approved, staff time normally devoted to review of annual comprehensive plan amendment applications will instead be available for the periodic update process.

Attachments:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, NOT TO ACCEPT ANNUAL COMPREHENSIVE PLAN AMENDMENT APPLICATIONS DURING THE PERIODIC UPDATE OF THE COMPREHENSIVE PLAN

WHEREAS, in accordance with RCW 36.70A.130, the City of Olympia must periodically review, and if needed, revise its comprehensive plan and development regulations every eight years to ensure compliance with the Washington State Growth Management Act; and

WHEREAS, in accordance with RCW 36.70A.130(5), the City of Olympia must complete the periodic update on or before June 30, 2025; and

WHEREAS, in accordance with OMC 18.59.010, individuals and agencies may submit applications for comprehensive plan amendments on an annual basis by a date set by the City Council, generally during the month of November for the following year; and

WHEREAS, the periodic update of the Olympia Comprehensive Plan will commence in 2022 using a phased, multiyear approach, and involving a multidisciplinary team spanning all City departments; and

WHEREAS, accepting proposals for annual comprehensive plan amendments may be in conflict with and complicate the periodic update; and

WHEREAS, in lieu of the annual amendment process, amendment requests can be incorporated into the periodic update and considered together with other proposed changes to the Olympia Comprehensive Plan;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE that proposals for annual comprehensive plan amendments, as set forth in OMC 18.59.010, shall not be accepted during the periodic update of the Olympia Comprehensive Plan, January 1, 2022 through June 30, 2025.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY



City Council

Approval of an Ordinance Amending OMC 13.04.390 Related to Water Meter Rates Outside City Limits

Agenda Date: 10/12/2021
Agenda Item Number: 4.G
File Number:21-0926

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

Title

Approval of an Ordinance Amending OMC 13.04.390 Related to Water Meter Rates Outside City Limits

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve an ordinance amending OMC 13.04.390 related to water meter rates outside city limits.

Report

Issue:

Whether to approve an ordinance amending OMC 13.04.390 related to water meter rates outside city limits.

Staff Contact:

Eric Christensen, Water Resources Director, Public Works, 360.570.3741

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

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

OMC 13.04.390 establishes a fifty percent water surcharge on properties located outside of the City limits. The current wording in OMC 13.04.390(A) provides three exceptions to the fifty percent water surcharge: (1) where the properties in the urban growth area cannot be annexed due to non-adjacency to the City limits; or (2) due to City policies; or (3) for which a power of attorney or agreement to annex in the future is executed. The plain meaning of OMC 13.04.390(A) does not exclude City-owned properties outside the City limits.

The Olympia Parks Arts and Recreation Department owns properties and the Public Works Water Resources line of business owns properties and infrastructure (e.g. sewer lift stations) that are located outside the City limits, are served with City water, and pay the fifty percent water surcharge.

This amendment to OMC 13.04.390 will eliminate the need for an annexation agreement for City-owned properties located outside of the City limits to have the fifty percent water surcharge waived.

Neighborhood/Community Interests (if known):

None known at this time.

Options:

1. Approve the ordinance amending OMC 13.04.390 related to water meter rates outside city limits. This option fulfills the City Manager's recommendation.
2. Revise and then approve the ordinance amending OMC 13.04.390 related to water meter rates outside city limits. This option may allow City Council to implement additional recommendations.
3. Do not approve the ordinance amending OMC 13.04.390 related to water meter rates outside city limits. This option does not fulfill the City Manager's recommendation.

Financial Impact:

This ordinance will waive the fifty percent water surcharge on water accounts for City-owned properties.

Attachments:

Ordinance Amending OMC 13.04.390 Related to Water Meter Rates Outside City Limits

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE SECTION 13.04.390 RELATED TO WATER METER RATES OUTSIDE CITY LIMITS

WHEREAS, Olympia Municipal Code (OMC) 13.04.390 provides for a fifty percent surcharge for customers who receive water and are outside the City limits (the Surcharge); and

WHEREAS, the City of Olympia is being charged the Surcharge for water service provided to certain City-properties located outside the City limits; and

WHEREAS, OMC 13.04.390 also provides for an exception to the Surcharge if a customer is outside the City limits, but within the City's Urban Growth Area, and an agreement is executed granting power of attorney to the City to annex in the future; and

WHEREAS, staff has proposed an amendment to OMC 13.04.390, which eliminates the need for the City to enter into an annexation agreement with itself for exception to the Surcharge for City-owned properties located outside the City limits; and

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

Section 1. Amendment of OMC 13.04.390. Olympia Municipal Code Section 13.04.390 is hereby amended to read as follows:

3.04.390 Water meter rates--Outside City limits

A. Charges for the use of water outside the City limits are as provided in subsections A and C of OMC Section 13.04.380, plus fifty percent; provided, that the fifty percent surcharge herein does not apply to charges for water service to such properties within Olympia's urban growth area which cannot be annexed due to non-adjacency to the City limits or due to City policies, or to City-owned properties or infrastructure outside the City limits, and-or for which a power of attorney or agreement to annex in the future is executed.

B. OMC Section 13.04.380 subsection B applies to water services provided to wholesale customers outside the City limits.

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 thirty (30) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of an Ordinance Amending Ordinance 7287 (Operating, Special and Capital Budgets) - Third Quarter 2021

Agenda Date: 10/12/2021
Agenda Item Number: 4.H
File Number:21-0979

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

Title

Approval of an Ordinance Amending Ordinance 7287 (Operating, Special and Capital Budgets) -
Third Quarter 2021

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the proposed Ordinance that amends Ordinance 7287 on first reading and forward to second reading.

Report

Issue:

Whether to amend Ordinance 7287 on first reading and forward to second reading.

Staff Contact:

Aaron BeMiller, Finance Director, Finance Department, 360.753.8465
Joan Lutz, Budget/Financial Analyst, Finance Department, 360.753.8760

Presenter(s):

None - Consent Calendar item

Background and Analysis:

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

The attached ordinance includes recommended amendments to the 2021 Operating Funds, Specials Funds, and Capital Funds for 1) Department request for budget amendments and 2) utilization of America Rescue Plan Act (ARPA) for the 3rd Quarter in 2021.

- 1) Department requests for budget amendment for 3rd quarter in 2021 represent new budget adjustments and associated transfers departments requested for 2021. These appropriations total \$46,210,410; and
- 2) Utilization of ARPA for purchase of property at 1211 Quince, utility assistance and support staff for Development Permitting. These appropriations total \$3,625,000.

Department requests for budget amendments for the 3rd quarter in 2021 are summarized below.

- **City Manager's Office**

- \$650,497 per the Lodging Tax Advisory Committee for various organizations and events. Funding is from the Lodging Tax Fund fund balance.
- \$435,192 carryover of the Brownfield Assessment Project grant. Funding is from a grant.
- \$48,956 to upgrade theatrical lighting. Funding is from a grant from the State Arts Commission to support a project in the Creative District.
- \$121,883 for COVID recovery efforts for the Timberland Westside Library and United Way as well as reallocation of recovery funds from the Washington Center and Olympia Downtown Alliance (ODA). Funding is from the Economic Recovery account fund balance.
- \$1,464,849 transfer to the Capital Improvement Fund for ERP (FROGS) project. Funding is Special Accounts Fund balance as well as prior year retired debt.
- \$237,000 for purchase of real estate "Bourgault/Tyler". \$50,000 for initial design, survey and other preliminary costs to move the mitigation site. \$40,000 for Enterprise for Equity BIPOC. \$200,000 for a 2-year contract with the ODA. \$675,000 for the Economic Development Council and Thurston Strong. \$55,000 for alley closure and lighting. \$50,000 for ARCH - Tribal partnership. Funding is from the Economic Recovery account.
- \$110,000 for temporary expansion of the Downtown Ambassador Program and \$90,000 for temporary expansion of the Clean Team Program as pass by City Council on 06/23/2021. Funding is from the Economic Recovery account.
- \$2,175,000 for purchase of real estate "1211 Quince". Funding is from ARPA.
- \$150,000 to conduct an Equity Assessment and Strategic Plan as passed by City Council on 08/24/2021. Funding is from the General Fund fund balance.

- **Community Planning & Development**

- \$34,275 in carryover appropriations of unspent grant funds. Funding is from a grant.

- \$30,000 in appropriations for work and services that Transportation provides to Parking. Funding is from the Parking Fund fund balance.
- \$150,000 in appropriations for support staff to expedite the permitting process. Funding is from ARPA.
- \$50,000 in appropriations for operational support of hazardous trees. Funding is from the Capital Improvement Fund fund balance.

- **Finance Department**
 - \$1,300,000 in appropriations to assist qualifying community members with delinquent utility accounts. Funding is from ARPA.

- **Fire Department**
 - \$99,021 in appropriations for wildland firefighting personal protective equipment. Funding is from a grant.
 - \$8,256 in appropriations for overtime and \$8,697 in appropriations for consumable supplies for the Training Center. Funding is from unanticipated revenue.

- **Parks, Arts & Recreation**
 - \$14,800 in appropriations for youth programming. Funding is from SEEK grant.
 - \$552,696 in appropriations for 2020 carryover corrections and correcting the funding source. Funding is from various fund balances.

- **Public Works Operating Funds**
 - Facilities - \$23,562 in appropriations for an emergency hire of a Maintenance Worker I at the mitigation site. Funding is from budget capacity.
 - Fleet - \$300,000 in appropriations for a cash infusion to Fleet for vehicle replacement. Funding is Waste Resources Fund fund balance.
 - \$53,000 in appropriations for needed budget capacity for project completion. Funding is from Sewer CIP Fund fund balance.
 - \$158,000 in appropriations to move a project from Capital budget into the Operating budget. Funding is from Sewer CIP Fund budget capacity.
 - \$40,727 in appropriations for needed budget capacity for project completion. Funding is from

the Sewer CIP Fund fund balance.

- \$51,293 in appropriations to move a project from Capital budget into the Operating budget. Funding is from Drinking Water CIP Fund budget capacity.
- \$608,916 in appropriation reductions due to budget need changes in projects. Funding is returned to Sewer CIP Fund fund balance and Drinking Water CIP Fund fund balance.

Neighborhood/Community Interests (if known):

None noted.

Options:

1. Approve ordinance amending ordinance 7287. This provides staff with budget capacity to proceed with initiatives approved by Council.
2. Do not approve the amending ordinance; staff will not have authorization to expend the funds.
3. Consider the amending ordinance at another time.

Financial Impact:

Operating Funds - total increase in appropriations of \$6,972,274; Special Funds - total increase in appropriations of \$700,497; and Capital Funds - total increase in appropriations of \$3,899,356. Funding sources are noted above.

Attachments:

Ordinance

AN ORDINANCE RELATING TO THE ADOPTION OF THE CITY OF OLYMPIA, WASHINGTON, 2021 OPERATING, SPECIAL, AND CAPITAL BUDGETS AND 2021-2026 CAPITAL FACILITIES PLAN; SETTING FORTH THE ESTIMATED REVENUES AND APPROPRIATIONS AND AMENDING ORDINANCE NO. 7287

WHEREAS, the Olympia City Council adopted the 2021 Operating, Special Funds and Capital Budgets and 2021-2026 Capital Facilities Plan (CFP) by passing Ordinance No. 7268 on December 18, 2020; and

WHEREAS, the Olympia City Council Amended Ordinance No. 7268 by passage of Ordinance 7281 on June 8, 2021; and

WHEREAS, the Olympia City Council Amended Ordinance No. 7281 by passage of Ordinance 7287 on August 10, 2021; and

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

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

WHEREAS, the following changes need to be made to Ordinance No. 7287;

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

Section 1. That certain document entitled the "Capital Facilities Plan," covering the years 2021 through 2026, a copy of which will be on file with the Director of Finance (formerly known as the Office of the Director of Administrative Services) and available on the City's web site, is hereby adopted as the Capital Facilities Plan (CFP) for the City of Olympia and is incorporated herein as though fully set forth.

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

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

Section 4. The Director of Finance (formerly known as the Director of Administrative Services) is hereby authorized to bring forward into fiscal year 2020 all appropriations and allocations not otherwise closed, completed, or deleted from prior fiscal years' capital budgets.

Section 5. The 2021 Estimated Revenues and Appropriations for each Fund are as follows:

Operating Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
General, Regular Operations	\$6,226,273 <u>\$6,192,906</u>	\$89,148,561 <u>\$92,886,026</u>	\$95,374,834 <u>\$99,078,932</u>	0
General, Special Sub-Funds				
Special Accounts	0 <u>761,217</u>	4,243,630	2,125,964 <u>5,004,847</u>	2,117,666 <u>0</u>
Development Fee Revenue	113,018	4,150,296	4,263,314	0
Parking	298,370 <u>328,370</u>	1,474,840	1,773,210 <u>1,803,210</u>	0
Post Employment Benefits	0	1,020,000	1,020,000	0
Washington Center Endowment	0	5,000	5,000	0
Washington Center Operating	0	378,365	378,365	0
Municipal Arts	148,642	71,554	220,196	0
Equipment & Facilities Reserve	1,102,129 <u>1,452,626</u>	1,926,037 <u>2,276,037</u>	3,028,166 <u>3,728,663</u>	0
Total General Fund	\$7,888,432 <u>\$8,996,779</u>	\$102,418,283 <u>\$106,505,748</u>	\$108,189,049 <u>\$115,502,527</u>	\$2,117,666 <u>\$0</u>
LID Control	0	0	0	0
LID Guarantee	0	0	0	0
4th/5th Avenue Corridor Bridge Loan	0	174,250	174,250	0
UTGO Bond Fund - 2009 Fire	0	1,047,800	1,047,800	0
City Hall Debt Fund - 2009	0	2,355,353	2,355,353	0
2010 LTGO Bond - Street Projects	0	394,562	394,562	0
L.O.C.A.L. Debt Fund - 2010	0	0	0	0
2010B LTGO Bonds - HOCM	0	436,321	436,321	0
2013 LTGO Bond Fund	0	674,325	674,325	0
2016 LTGO Parks BAN	0	1,008,375	1,008,375	0
Water Utility O&M	0	15,817,137 <u>15,868,430</u>	15,793,385 <u>15,844,678</u>	23,752
Sewer Utility O&M	448,351	22,013,367 <u>22,171,367</u>	22,461,718 <u>22,619,718</u>	0
Solid Waste Utility	95,906 <u>395,906</u>	13,455,454	13,551,360 <u>13,851,360</u>	0
Stormwater Utility	259,690	6,257,211	6,516,901	0
Water/Sewer Bonds	0	1,915,487	1,915,487	0
Stormwater Debt Fund	0	123,650	123,648	2
Water/Sewer Bond Reserve	0	0	0	0
Equipment Rental	0	2,662,149	2,627,278	34,871
Subtotal Other Operating Funds	\$803,947 <u>\$1,103,947</u>	\$68,335,441 <u>\$68,544,734</u>	\$69,080,763 <u>\$69,590,056</u>	\$58,625 <u>\$58,625</u>
Total Operating Budget	\$8,692,379 <u>\$10,100,726</u>	\$170,753,724 <u>\$175,050,482</u>	\$177,269,812 <u>\$185,092,583</u>	\$2,176,291 <u>\$58,625</u>

Special Funds Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
HUD Fund	\$352	\$472,352	\$472,704	0
Lodging Tax Fund	0 <u>328,287</u>	695,575	373,365 <u>1,023,862</u>	322,210 <u>0</u>
Parking Business Improvement Area	0	109,450	102,450	7,000
Farmers Market Repair and Replacement Fund	0	0	0	0
Hands On Children's Museum	101,236	543,634	644,870	0
Home Fund Operating Fund	972,247	1,610,923 <u>1,660,923</u>	2,583,170 <u>2,633,170</u>	0
Fire Equipment Replacement Fund	1,807,471	200,000	2,007,471	0
Equipment Rental Replacement Reserve Fund	506,261 <u>206,261</u>	2,681,739 <u>2,981,739</u>	3,188,000	0
Unemployment Compensation Fund	0	112,500	85,000	27,500
Insurance Trust Fund	154,690	2,675,261	2,829,951	0
Workers Compensation Fund	205,023	1,447,875	1,652,898	0
Total Special Funds Budget	\$3,747,280 <u>\$3,775,567</u>	\$10,549,309 <u>\$10,899,309</u>	\$13,939,879 <u>\$14,640,376</u>	\$356,710 <u>\$34,500</u>

Capital Budget

FUND	USE OF FUND BALANCE	ESTIMATED REVENUE	APPROP	ADDITION TO FUND BALANCE
Impact Fee	\$6,277,879 <u>\$6,765,575</u>	\$0	\$6,277,879 <u>\$6,765,575</u>	\$0
SEPA Mitigation Fee Fund	282,612	0	282,612	0
Parks & Recreational Sidewalk, Utility Tax Fund	0	2,636,230	1,779,570	856,660
Real Estate Excise Tax Fund	2,112,946	1,818,510	3,931,456	0
Capital Improvement Fund	4,400,441 <u>4,450,441</u>	19,802,216 <u>21,267,065</u>	24,202,657 <u>25,717,506</u>	0
Olympia Home Fund Capital Fund	0	1,283,297 <u>3,695,297</u>	1,283,297 <u>3,695,297</u>	0
Water CIP Fund	1,007,417 <u>555,607</u>	10,634,892	11,642,309 <u>11,190,499</u>	0
Sewer CIP Fund	6,516,665 <u>6,453,286</u>	6,114,000	12,630,665 <u>12,567,286</u>	0
Waste ReSources CIP Fund	0	368,000	368,000	0
Storm Water CIP Fund	2,687,508	1,911,786	4,599,294	0
Storm Drainage Mitigation Fund	0	0	0	0
Total Capital Budget	\$23,285,468 <u>\$23,307,975</u>	\$44,568,931 <u>\$48,445,780</u>	\$66,997,739 <u>\$70,897,095</u>	\$856,660 <u>\$856,660</u>

Total City Budget	\$35,725,127 <u>\$37,034,268</u>	\$225,871,964 <u>\$234,395,571</u>	\$258,207,430 <u>\$270,480,054</u>	\$3,389,661 <u>\$949,785</u>
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Section 6. Severability. The provisions of this Ordinance are declared separate and severable. If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of this Ordinance or application of the provision to other persons or circumstances shall be unaffected.

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber

CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Public Hearing on the Preliminary Capital Facilities Plan and 2022-2027 Financial Plan

Agenda Date: 10/12/2021
Agenda Item Number: 5.A
File Number:21-0953

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

Title

Public Hearing on the Preliminary Capital Facilities Plan and 2022-2027 Financial Plan

Recommended Action

Committee Recommendation:

The Finance Committee reviewed the Preliminary Capital Facilities Plan and 2022-2027 Financial Plan on August 18. The Committee has not yet provided a recommendation.

City Manager Recommendation:

Hold a public hearing on the on the Preliminary Capital Facilities Plan and 2022-2027 Financial Plan.

Report

Issue:

Whether to hold a public hearing on the Preliminary Capital Facilities Plan and 2022-2027 Financial Plan

Staff Contact:

Joyce Phillips, Principal Planner, Community Planning and Development, 360.570.3722

Presenter(s):

Joyce Phillips, Principal Planner, Community Planning and Development

Background and Analysis:

The Capital Facilities Plan (CFP) is a Chapter in the City's 20-year Comprehensive Plan. The CFP portion of the Plan is updated annually.

The CFP identifies which capital facilities are necessary to support development and/or growth, as well as major capital investments needed for city infrastructure. Most projects listed are directly related to the applicable master plan or functional plan, such as the Parks, Arts and Recreation Plan; the Storm and Surface Water Plan; Transportation Master Plan; and other similar plans.

The Comprehensive Plan covers a 20-year time horizon; however, the Preliminary CFP 2022-2027 Financial Plan is primarily a 6-year financial plan. Projects for years 7-20 are identified but cost

estimates and funding sources are less certain. The CFP is required by the Growth Management Act and includes specific projects, cost estimates, funding sources and strategies to implement the plan.

Some highlights of the CFP, 2022-2027 Financial Plan include:

- Armory Creative Campus Design
- Peace and Healing Park Design
- Grass Lake Nature Park Trail Improvements
- Lions Park Sprayground Construction
- State Avenue and Plum Street Safety Improvements
- Fones Road Improvements (Pacific to 18th)
- Boulevard Road Trail Crossing Improvements
- Washington Center for the Performing Arts Building Improvements
- Accessibility Improvements at The Olympia Center
- Boulevard Road Reservoir Rehabilitation
- Old Port 1 Sewer Lift Station Upgrades
- Woodard Creek/Woodland Trail Fish Passage
- Waste ReSources Maintenance Facility Planning, Design and Construction

Neighborhood/Community Interests (if known):

The Capital Facilities Plan addresses the provisions of essential city services and is of broad community interest. It addresses a wide variety of issues, including Parks, Arts, and Recreation projects; Transportation projects; General Capital Facilities projects; Fire projects; Drinking Water projects; Wastewater projects; Storm and Surface Water projects. It also incorporates projects from other service providers such as the Olympia School District.

City staff works closely with the Bicycle, Pedestrian Advisory Committee; the Parks & Recreation Advisory Committee; and the Utility Advisory Committee to identify and prioritize projects in the Preliminary CFP, 2022-2027 Financial Plan. These committees also provide comments to the City Council.

Options:

1. Hold the public hearing. The Council may close the public hearing tonight and continue to take written testimony until October 15, 2020, at 5:00 p.m.
2. Do not hold a public hearing.
3. Direct staff to reschedule the hearing for a later date.

Financial Impact:

The six-year financial plan outlines investments totaling over \$212 million. Council's approval appropriates funding for projects proposed to be funded in 2022 representing the City's Capital Budget of approximately \$39.1 million, including projects for parks, arts, and recreation; transportation; general capital facilities; drinking water; wastewater; storm and surface water; and waste resource improvements.

Attachments:

Preliminary CFP and 2022-2027 Financial Plan
Planning Commission Letter
Bicycle and Pedestrian Advisory Committee Letter
Parks and Recreation Advisory Committee Letter
Utility Advisory Committee Letter



Capital Facilities Plan

2022-2027 Financial Plan



Preliminary Document as of August 10, 2021
City of Olympia's Comprehensive Plan - Volume II

The City wishes to acknowledge the many individuals who contributed to the preparation of this document. In addition to the required review by the Planning Commission, the following advisory groups also provide technical review of the CFP:

- Bicycle and Pedestrian Advisory Committee
- Parks and Recreation Advisory Committee
- Utility Advisory Committee

The Capital Facilities Plan is Volume II of the Olympia Comprehensive Plan developed in compliance with the Washington State Growth Management Act.

City of Olympia's Comprehensive Plan – Volume II

Prepared by the City of Olympia, Finance Department

P.O. Box 1967, Olympia, WA 98507-1967

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

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Information & Resources

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Information Resources

LOTT Clean Water Alliance: www.lottcleanwater.org

Olympia Comprehensive Plan: olympiawa.gov/compplan

Olympia Bicycle Master Plan: olympiawa.gov/transportation

Transportation Mobility Strategy: olympiawa.gov/transportation

Transportation Master Plan: olympiawa.gov/tmp

Water System Plan: olympiawa.gov/drinkingwater

A Message from Jay Burney,

Olympia City Manager

July 31, 2021

City Council and Community Members of Olympia,

I am pleased to present the *Preliminary Capital Facilities Plan, 2022-2027 Financial Plan (CFP)*. This CFP demonstrates the City's commitment to the community's vision for a vibrant, healthy and beautiful Capital City. In 2014, the Olympia City Council adopted a new and ambitious community vision to guide how the City grows and develops over the next 20 years. This year's capital improvements move us even closer toward our vision.

The capital projects described in this year's CFP have been planned for years in advance. The CFP is the product of many separate but coordinated planning documents or Master Plans, each focusing on a specific type of facility (drinking water, wastewater, stormwater, parks, transportation, etc.). The City's Comprehensive Plan establishes the goals and policies, along with projected population growth and future land uses. Then various Master Plans are developed to identify the specific need, location and timing of future projects.

I want to acknowledge the work and dedication of the City of Olympia's Planning Commission. The Planning Commission is responsible for reviewing the plan, holding a Public Hearing, and providing comments to the City Council. Additional contributions are provided by the Utility, Parks and Recreation, and Bicycle and Pedestrian Advisory Committees, and members of the community, to help ensure we are working to achieve our shared vision.

In 2022-2027, our new and ongoing capital projects support the community's vision as embodied in the City's Comprehensive Plan. I am confident this CFP responsibly addresses and supports the infrastructure needs for Olympia. The projects strike an appropriate balance between building new projects and maintaining existing infrastructure. They incorporate creative and efficient solutions to complex challenges and advance the community's priorities.

Respectfully Submitted,



Jay Burney
City Manager

Executive Summary

The 2022-2027 plan is a multi-year plan of capital projects with projected beginning and completion dates, estimated costs and proposed methods of financing. The plan is reviewed and updated annually according to the availability of resources, changes in City policy and community needs, unexpected emergencies and events and changes in cost and financial strategies.

It is important to understand that a multi-year Capital Facilities Plan does not represent a financial commitment beyond the current year. City Council approval does not automatically authorize funding. It does approve the program in concept and provides validity to the planning process. Appropriations are made in the capital budget, part of the City's annual budget process. The capital budget represents the first year of the Capital Facilities Plan. Projects beyond the current year capital budget should not be viewed as a commitment to fund the project, rather instead as an indication that given the information available at the time, the City plans to move forward with the project in the future.

Planning for Capital Facilities

The CFP is the element that makes the rest of the Comprehensive Plan come to life. By funding projects needed to maintain levels of service and for concurrency, the CFP helps shape the quality of life in Olympia. The requirement to fully finance the CFP provides a reality check for the vision of the Comprehensive Plan.

Planning for capital facilities is a complex task. First, it requires an understanding of future needs. Second, it must assess the various types of capital facilities that could be provided and identify the most effective and efficient array of facilities to support the needed services. Finally, it must address how these facilities will be financed.

Planning what is needed is the first step. Planning how to pay for what is needed is the second step. Only so much can and will be afforded. Securing the most effective array of facilities in light of limited resources and competing demands requires coordination of the planned facilities and their implementation. It also requires a thorough understanding of the fiscal capacity of the City to finance these facilities. Financial planning and implementation of capital facilities cannot be effectively carried out on an annual basis, since oftentimes the financing requires multi-year commitments of fiscal resources. As such, this plan is long-range in its scope.

The CFP assumes receipt of outside granting assistance, and if grants are not received, projects may be delayed or pushed out. The CFP is therefore a planning document, not a budget for all estimated expenditures. Prioritization of the projects among programs is difficult; however, prioritization between programs is even more difficult. Which is more important, parks maintenance or street maintenance? Therefore, the Council established the following general guidelines for prioritizing Capital projects:

- Maintenance or general repair of existing infrastructure
- A legal or statutory requirement
- A continuation of multi-year projects (contractual obligations, etc.)
- Implementation of legislative (Council) goals and objectives

- Ability to leverage outside sources such as grants, mitigation, impact fees and low interest loans
- An acquisition or development of new facilities

2022-2027 CFP Overview

The capital projects described in this year's six-year CFP have been planned for years in advance. The CFP is the product of many separate but coordinated planning documents, each focusing on a specific type of facility (drinking water, wastewater, stormwater, parks, transportation, etc.). The City's Comprehensive Plan establishes the goals and policies along with projected population growth. Then the various Master Plans are developed to identify the specific need, location, and timing of future projects.

The cost of the 2022 CFP projects total \$39,098,238, a 38% increase over 2021. The increase is primarily related to utilities (Drinking Water, Wastewater, and Waste ReSources), Parks, Transportation, and Americans with Disability Act (ADA) accessibility improvement projects.

The 2022-2027 CFP totals \$212,498,177. This is an increase of 22% from the 2021-2026 plan. The overall variance is due to increases in Waste ReSources by 1594%, General Facilities by 16%, Stormwater by 21%, Wastewater by 10%, Parks by 3%, and by bringing the ADA Transition Plan projects into the CFP for the first time.

The specific chapters of this document provide more detailed information on each of the sections. Below is a summary of those sections.

2022 CFP Changes

This year's CFP includes minor changes to continue improving communication around project implementation, providing a 20-year project outlook, and providing consistency with governmental accounting standards.

This year is the first time capital projects for accessibility improvements under the City's ADA Transition Plan are incorporated.

Parks

The Olympia Metropolitan Park District (OMPD) is a separate taxing authority and generates revenue through a property tax for park land acquisition, development, improvements and maintenance of the new parks. In 2022, the 2% voter-approved utility tax and 1% of non-voted utility tax (on electric, gas and telephone utilities) is also dedicated to park land acquisition. In 2022, a few highlights of the \$7,863,399 Parks capital program include: Armory Creative Campus Design, Peace & Healing Park Design, Lions Park Sprayground Construction, and Grass Lake Nature Park Trail Construction.

The next Parks Master Plan update is scheduled for 2022.

Transportation

Transportation projects for 2022-2027 improve access and safety for all users of the transportation system and invest in maintaining the system's existing infrastructure. Highlights from Transportation's \$56,800,075 million capital projects include: improvements on State Avenue, Boulevard Road Trail Crossing, Fones Road (Pacific Avenue to 18th Avenue) and the annual chip sealing projects for pavement preservation.

Drinking Water Utilities

In the Drinking Water Utility, significant investments are planned in the future to develop adequate and redundant water sources and maintain water quality in compliance with Federal and State safe drinking water standards. In 2022, highlights of the \$6,843,575 projects include replacement of small diameter water pipes, Hoffman Ct. Reservoir Rehabilitation, and the installation of groundwater monitoring wells.

The Drinking Water Master Plan is currently being updated.

Stormwater Utility

The Stormwater Utility is responsible for correcting flooding problems, protecting water quality and enhancing aquatic habitat. The \$2,423,260 Stormwater CFP includes Woodard Creek/Woodland Trail Fish Passage, Downtown Flood Mitigation, and stormwater conveyance projects.

The next Stormwater Master Plan update is scheduled for 2024.

Wastewater Utility

To reduce the risk of sewage releases, the Wastewater Utility has projects in three main categories: repair and replacement of aging and damaged transmission and collection pipes, rehabilitation of lift stations, and sewer pipe extension projects.

To improve reliability and reduce the potential for sewage releases, the Wastewater Utility plans to rehabilitate at least one lift station every two years. Rehabilitation brings aging lift stations up to current standards, typically by increasing pumping capacity, providing backup power generators and providing emergency bypass pumping capabilities.

In 2022, highlights of the \$9,750,463 capital Wastewater projects include Old Port 1 Lift Station upgrades, Miller and Central Lift Station Improvements, neighborhood sewer extensions, and the use of federal stimulus funds for sewer main extensions.

The next Wastewater Master Plan update is scheduled for 2025.

Waste ReSources Utility

Waste ReSources provides municipally operated solid waste collection, disposal and diversion services, including education and outreach to residents, businesses and visitors. In 2006, the City Council adopted a Zero Waste Resolution that set forth a new direction for the Utility and guided the development of the *Toward Zero Waste: Olympia's Waste ReSources Management Plan*.

In the 2022 CFP, Waste ReSources continues the facility planning, design and construction of a new maintenance facility. The facility is currently planned to be located on Carpenter Road within a few miles of the Thurston County Waste and Recovery Center.

The Waste ReSources Master Plan is currently being updated.

General Capital Facilities

General government facilities are designed to meet a broad spectrum of needs including City-owned buildings and improvements related to the Americans with Disabilities Act (ADA) Program.

An updated building condition assessment was completed in 2019 and projects were updated for 2020 and 2021. Based on the report, the City's future facility repair and replacement costs are estimated to exceed \$31 million over the next five years. This CFP allocates \$2.25 million to address some of the most critical repairs including the Lee Creighton Justice Center Reconstruction and accessibility improvements at the Olympia Center. This includes accessibility improvements to city facilities that are not associated with Parks and Recreation or Transportation projects.

Fire Department

This will be the second year the Fire Department's capital projects are included in the CFP, including large fire apparatus. Projects identified for the years 2022 through 2027 include new or replacement fire apparatus and aid units.

Home Fund Capital Fund

In 2018, voters approved raising the sales tax 1/10 of 1% for housing and housing-related services. Sixty-five percent of the new sales tax revenue is being used to increase the supply of affordable housing and shelter. This is accomplished by financially supporting partners with funding through a competitive process. The other 35 percent is used for the operation of homeless and housing programs.

Over the next several years projects that have already been awarded funding by the City Council will draw from the Home Fund. In addition to 2828 Martin Way Phase I, projects also include the Family Support Center, 2828 Martin Way Phase II, and Han Jo Ro Lodge. In addition, future awards of funding by the City Council are anticipated.

Revenues

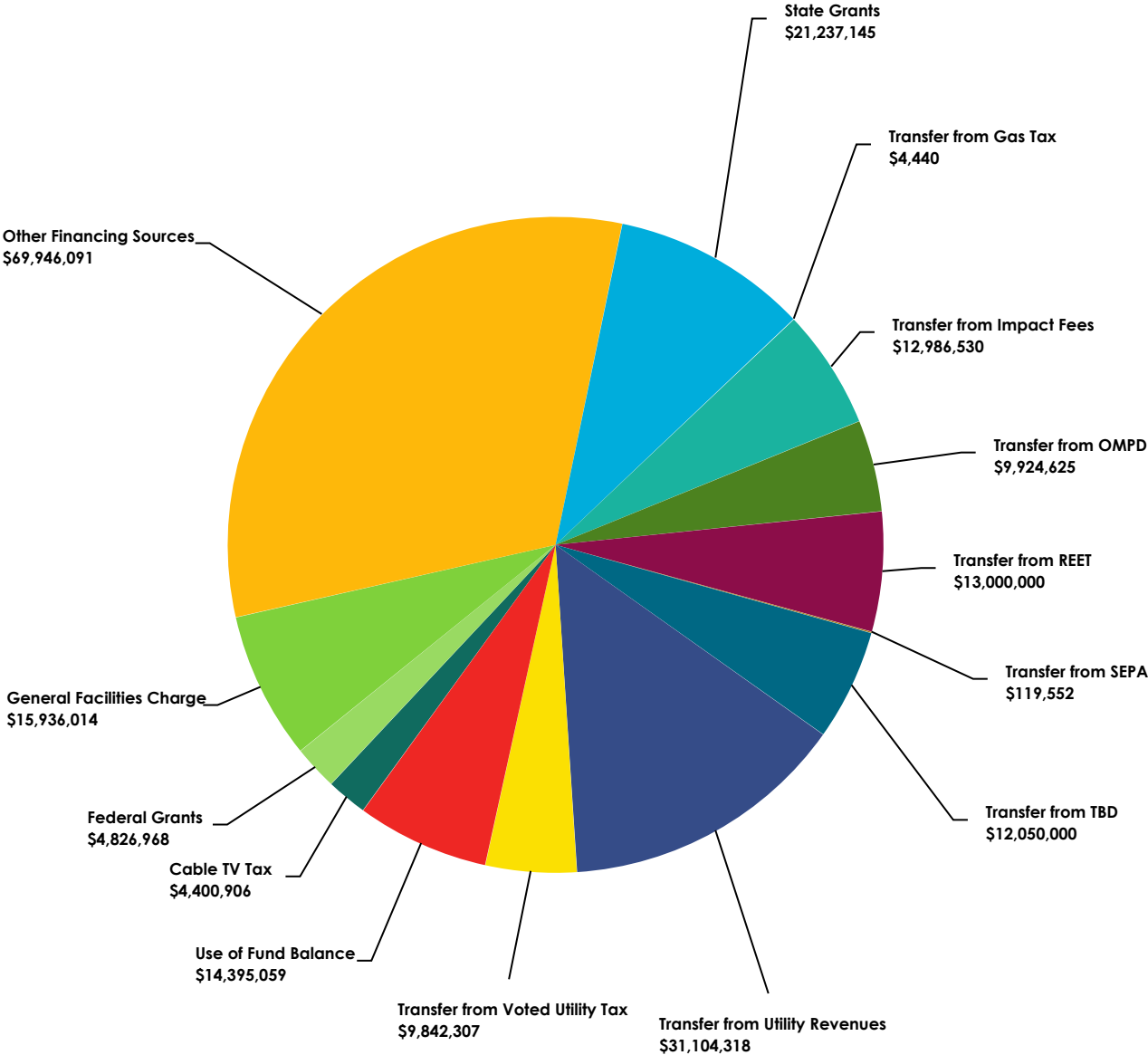
The 2022-2027 Preliminary CFP continues to benefit from the new revenues the City receives from the Olympia Metropolitan Park District (OMPD) which was formed in 2017. Parks is planning to invest over \$10.2 million of OMPD funds in capital projects over the next six years. The CFP also calls for the 2% Voted Utility Tax and the 1% Non-Voted Utility Tax to cover costs of purchasing new park properties and provide debt service on previously issued bonds for park acquisitions. It will also generate funds for future Councils to approve emerging park opportunities.

During the first half of 2021, Olympia's Real Estate Excise Tax (REET) has slowed. For 2022, REET revenue is projected at \$1,400,000.

In 2015, the City started collecting six percent utility tax on cable TV. The revenue is used to address major maintenance on City-owned Buildings, ADA improvements and Hazard Trees. In 2016 and 2017, the new tax generated over \$1 million annually. However, with viewers now finding more and more alternatives to cable TV, this revenue source began trending downward in 2018. In 2020, cable utility tax has somewhat stabilized. For 2022, Cable Tax is projected at \$914,559, which is a slight increase over the 2021 projection of \$847,000.

2022-2027 CFP Project Funding by Source

\$219,773,955



	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Cable TV Tax	\$914,559	\$764,418	\$726,197	\$689,887	\$655,392	\$650,453	\$4,400,906
Federal Grants	764,200	2,964,168	1,098,600	0	0	0	4,826,968
General Facilities Charge	2,957,383	2,615,110	2,658,029	2,428,694	2,689,759	2,587,039	15,936,014
Other Financing Sources	6,252,550	7,543,456	28,963,777	15,139,307	6,947,343	5,099,658	69,946,091
State Grants	2,118,632	2,790,843	7,022,638	697,282	7,154,250	1,453,500	21,237,145
Transfer from Gas Tax	4,440	0	0	0	0	0	4,440
Transfer from Impact Fees	4,332,705	1,713,825	3,650,000	2,325,000	875,000	90,000	12,986,530
Transfer from OMPD	2,034,625	1,510,000	3,460,000	1,000,000	960,000	960,000	9,924,625
Transfer from REET	1,400,000	4,300,000	1,700,000	3,200,000	450,000	1,950,000	13,000,000
Transfer from SEPA	20,000	64,552	0	0	35,000	0	119,552
Transfer from TBD	1,050,000	3,500,000	1,500,000	3,000,000	1,500,000	1,500,000	12,050,000
Transfer from Utility Revenues	4,363,448	4,899,250	5,308,550	4,858,600	6,176,100	5,498,370	31,104,318
Transfer from Voted Utility Tax	4,173,774	680,533	3,147,000	747,000	747,000	347,000	9,842,307
Use of Fund Balance	9,421,635	1,040,797	1,045,646	1,117,520	829,971	939,490	14,395,059
Total	\$39,807,951	\$34,386,952	\$60,280,437	\$35,203,290	\$29,019,815	\$21,075,510	\$219,773,955

Revenue Sources Available for the 2022-2027 Planning Period

- **Utility Projects**

City Drinking Water, Wastewater, Storm and Surface Water and Waste ReSources utilities are operated like businesses and must be self-sustaining. They do not receive support from the City's General Fund. Utility capital projects are funded through a combination of general facility charges, utility rates, developer improvements, revenue bonds and low or no interest state loan programs. In addition, State and Federal grants also play an important role in funding utility projects. The one Waste ReSources utility project is funded by user utility rates.

- Non-Utility Projects**

Parks, Transportation, and General Capital Facilities projects are funded with general revenue, grants, cost sharing with neighboring jurisdictions (on shared projects), local improvement districts (LIDs), developer contributions, impact fees and Real Estate Excise Tax (REET) (1/2 of 1% on real estate sales), and Utility taxes. The City is at the statutory limit (six percent) for utility taxes, which may be imposed by the Council without a public vote. Of that six percent, currently, one percent goes directly to the Capital Facilities Plan for general plan support. Another one half of a percent goes to the General Fund for park maintenance on capital projects. In addition, in September 2004, the voters approved a three percent increase in the Utility Tax above the six percent limit on non-municipal utilities (electric, gas and telephone), bringing the total Utility Tax assessed to nine percent. Of the three percent voter approved increase, two percent is allocated for Parks and one percent for Pathways/Sidewalks.

6% Non-Voted Utility Tax	3% Voter Approved Utility Tax
4.5% General Fund	2.0% Parks
0.5% Parks Capital Projects*	1.0% Pathways/Sidewalks
0.5% General Facilities Capital Projects**	
<small>*Temporarily reallocated to Parks capital projects and maintenance to 2030 **Temporarily reallocated to Parks capital projects and maintenance to 2026</small>	

Voter-Approved Debt

State law limits bonded debt to 2.5% of Assessed Value (AV) of taxable property. The amount of non-voted debt plus voter-approved debt may not exceed the 2.5% of assessed value limit.

Based on the 2021 assessed value of about \$8 billion, the City has a calculated total of \$201 million in capacity for General Purpose voter-approved bond; bonds paid back through an excess property tax levy. That capacity is reduced by both outstanding voted and outstanding non-voted debt, currently at \$7.4 million and \$54 million, respectively. The adjusted remaining available voter-approved debt capacity is approximately \$139 million.

The City also has capacity for another 2.5% of AV (or \$201 million) of voter approved debt capacity for open space, park and capital facilities purposes in 2021.

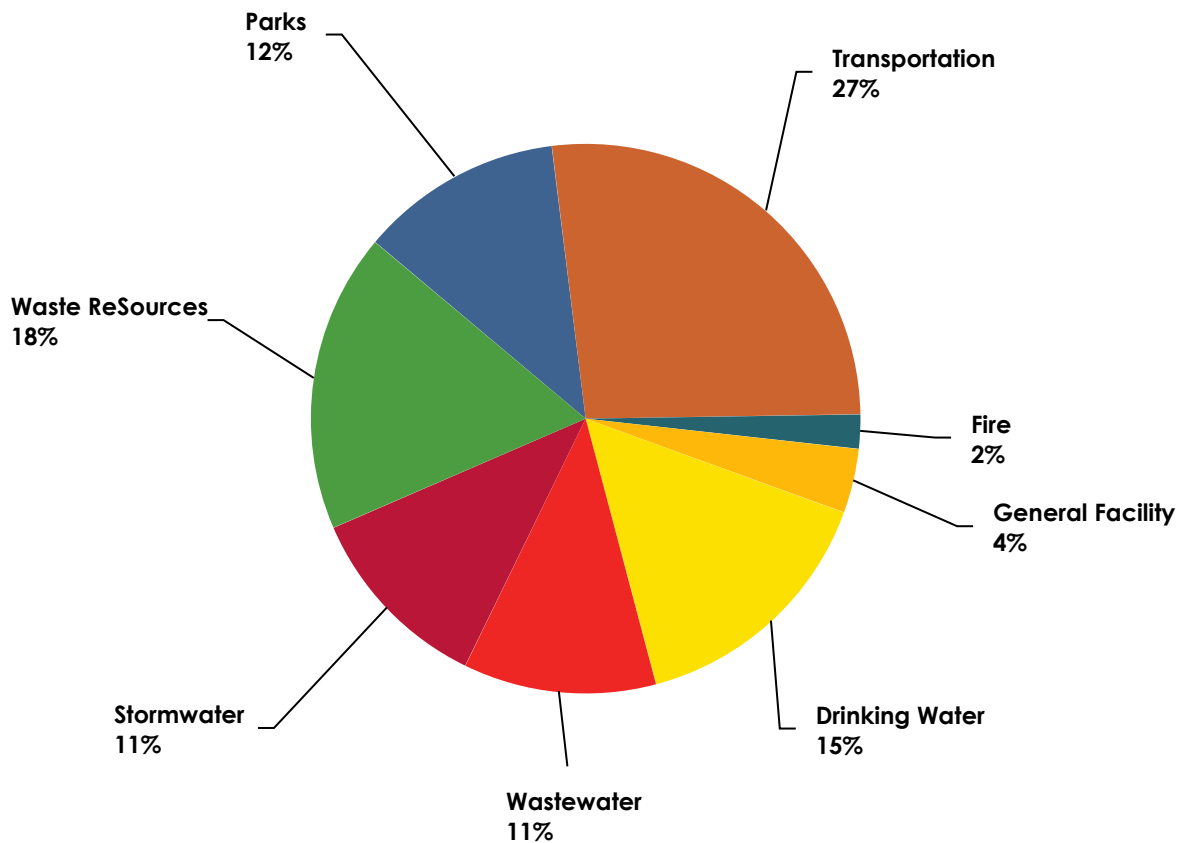
Non-Voted Debt

The City has \$120 million in non-voted general obligation bonding capacity (councilmanic) and presently has about \$54 million of that amount uncommitted and available to use to finance projects. The City Council deliberates carefully before authorizing this method of financing as the City’s existing operating revenues must be used for repayment.

Capital Costs of Proposed Projects in the 2022-2027 Financial Plan

Capital project costs for the City's 2022-2027 six-year capital facilities planning period totals \$212,498,177. The chart below illustrates the percentage of the plan's six-year capital costs attributed to each program category. The table that follows illustrates planned capital costs by program category and the planned year of expenditure.

2022-2027 CFP Project Costs by Program \$212,498,177



	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total	Total %	2021 %
Parks	\$7,863,399	\$3,018,910	\$8,857,000	\$2,272,000	\$2,317,000	\$1,007,000	\$25,335,309	12%	20%
Transportation	9,057,807	15,987,768	10,625,000	8,325,000	8,564,500	4,240,000	56,800,075	27%	23%
Fire	0	1,432,000	1,066,000	1,450,000	0	300,000	4,248,000	2%	0%
General Facility	2,250,288	1,489,994	1,159,620	990,290	857,707	1,319,545	8,067,444	4%	6%
Drinking Water	6,843,575	5,297,809	5,628,074	5,961,214	4,428,669	4,408,670	32,568,011	15%	18%
Wastewater	9,750,463	2,740,440	3,034,080	1,495,360	3,775,270	3,307,620	24,103,233	11%	25%
Stormwater	2,423,260	1,954,605	3,728,084	3,009,210	7,337,500	5,514,000	23,966,659	11%	6%
Waste ReSources	909,446	1,500,000	25,000,000	10,000,000	0	0	37,409,446	18%	2%
Total	\$39,098,238	\$33,421,526	\$59,097,858	\$33,503,074	\$27,280,646	\$20,096,835	\$212,498,177	100%	100%

Readers Guide

Executive Summary

Provides a summary of project costs and funding sources included in the 2022-2027 six-year planning window.

Section 1: Introduction

Overview of the Capital Facilities Planning

Defines the purpose of the Capital Facilities Plan (CFP), statutory requirements, and methodologies used to develop the CFP in its entirety.

Comprehensive Plan Goals and Policies

Identify the policy direction for how capital facilities will be provided in the City at adopted Level of Service (LOS) standards and for projected growth.

Frequently Asked Questions

Designed to answer the most commonly asked questions about the CFP, as well as assist the reader in better understanding elements of the Plan.

Section 2: Financial Overview

Long Term Financial Strategies

Key financial principles the City uses when making financial decisions.

Debt Limitations

Explains the amount of money the City of Olympia can legally borrow. This is important because some capital projects are financed with debt resources.

Funding Sources/Dedicated Revenues

Identifies the revenue sources used by the City to finance capital projects. Charted trends on collection of impact fees, Real Estate Excise Taxes and Utility Taxes are provided in this section.

Section 3: New Projects

New Projects

Provides a brief description of all new capital projects and the expected end result of the project. This provides the Council and community members a way to see how their money is being spent.

Program Sections

The nine program sections include the specific projects proposed for the 2022-2027 six-year financial plan. All sections include:

- Introductory Narrative
- Individual Program Information
- Debt Information, if applicable
- Program financial summary table summarizing proposed costs
- Funding sources
- Long Term Needs & Financial Planning

Section 4: Parks, Arts and Recreation

Section 5: Transportation

Section 6: Fire

Section 7: General Capital Facilities

Section 8: Drinking Water

Section 9: Wastewater

Section 10: Storm and Surface Water

Section 11: Waste ReSources

Section 12: Home Fund

Section 13: Miscellaneous Reports

Active Status Project Report

Impact Fees (Collection & Usage Report)

Public Facilities Inventory

Section 14: Glossary

Glossary of terms

Acronyms

Section 15: Olympia School District CFP

The latest published version of the Olympia School District Capital Facility Plan can be accessed online at osd.wednet.edu. The School District's Plan information is included in this document as the City charges and collects impact fees on the District's behalf. Once collected, fees are forwarded on to the District. Any questions regarding the District's projects or school impact fees can be directed to the Olympia School District.

An Overview of Capital Facilities Planning

In 2016, the Council accepted the City's first Action Plan. The Action Plan is organized into six focus areas: Public Health and Safety; Community Livability; Downtown; Economy; Environment; and Neighborhoods. Each focus area includes strategies and actions to achieve the desired outcomes outlined in the 20-year Comprehensive Plan vision and indicators for tracking and reporting on progress toward that vision.

What Are Capital Facilities and Why Do We Need to Plan for Them?

Capital facilities are all around us. They are the public facilities we all use on a daily basis - streets, parks and public buildings like the Timberland Regional Library and Olympia Center. They also include our public water systems that bring us pure drinking water and the sanitary sewer systems that collect our wastewater for treatment and safe disposal. Even if you don't live in the City, you use capital facilities every time you drive, eat, shop, work, or play here. While a CFP does not cover day-to-day maintenance, it does include major renovation and repair projects when our public facilities are damaged or deteriorated to the point that they need to be rebuilt.

The planning period of the CFP is 20 years, the first six years are known as the Six-Year Financial Plan. Expenditures proposed for the first year of the program are incorporated into the Annual Budget as the Capital Budget (adopted in December of each year).

One of the most important aspects of the CFP process is that it is continually reviewed, evaluated and updated. New information and evolving priorities require frequent review. Each time the review is carried out, it must be done comprehensively and through a public process.

All of these facilities are planned for years in advance to assure they are available and adequate to serve our community. This type of planning involves determining when and where facilities will be needed, how much they will cost, and how they will be paid for. It is important to note that the CFP is a planning document. It includes timeline estimates based on changing dynamics related to growth projections, project schedules, or other assumptions.

To help identify when, where and which projects are needed, the City adopts master plans for the four utilities; Parks, Arts, and Recreation; Transportation; and others. The master plans provide more detail about the types of facilities needed. The projects listed in these master plans are prioritized. Ideally the timeframe, location and project cost estimates are provided. Projects identified in the master plans inform the CFP six-year financial plan for capital investments.

- [Olympia Sea Level Rise Response Plan](#)
- [Parks, Arts and Recreation Plan](#)
- [Regional Climate Mitigation Plan](#)
- [Storm and Surface Water Plan](#)
- [Transportation Master Plan](#)

- [Waste ReSources Management Plan](#)
- [Wastewater Management Plan](#)
- [Water System Plan](#)

These master plans are informed by the Comprehensive Plan in several meaningful ways. For example, the Comprehensive Plan identifies the projected population growth anticipated and the Future Land Use Map shows where certain land uses will be located over time. Additionally, level of service standards are adopted that define the quality of services the community expects the City to provide.

The State Growth Management Act (GMA) and Its Effect on the Capital Facilities Planning Process

The GMA requires that comprehensive plans guide growth and development so they are consistent with the 13 State planning goals, plus the shoreline goal. These goals must be balanced locally.

The GMA requires that Olympia and most other jurisdictions write, adopt and implement local comprehensive plans that guide development activity within their jurisdictions and associated Urban Growth Areas (UGA) over the next 20 years.

Each jurisdiction is required to coordinate its comprehensive plan with the plans of neighboring jurisdictions. Unincorporated areas located within designated UGAs must be planned through a joint process involving both the City and the County.

Consistency with the Remainder of Olympia’s Comprehensive Plan

All chapters within the Comprehensive Plan must be “internally consistent”, meaning all of the chapters must be consistent and support each other. When it comes to the CFP, it must show how the City will provide the capital facilities needed to implement the city’s vision for the future at the adopted levels of service. The consistency requirement extends to the capital budget, which means the city must budget to build the needed capital facilities.

Concurrency and Levels-of-Service Requirements

The Growth Management Act encourages jurisdictions to have capital facilities in place and readily available when new development occurs or as service area population grows. This concept is known as concurrency and it is required for transportation facilities. Specifically, this means that:

- All public facilities necessary to serve new development and/or a growing service area population must be in place when it is needed. If not, a financial commitment must be made to provide the facilities within six years of the time they are needed; and
- There must be enough facilities to serve the population and/or new development. The facilities must meet an estimated minimum standard. These standards are set at the local level and they are referred to as “Levels of Service.”

Levels of service is how the City measures capacity. For example: acres of park land per capita, person-trips or mobility units, or water pressure per square inch. Local standards are influenced by community member input, City Council and Planning Commission recommendations, national standards, federal and state mandates and the standards of neighboring jurisdictions.

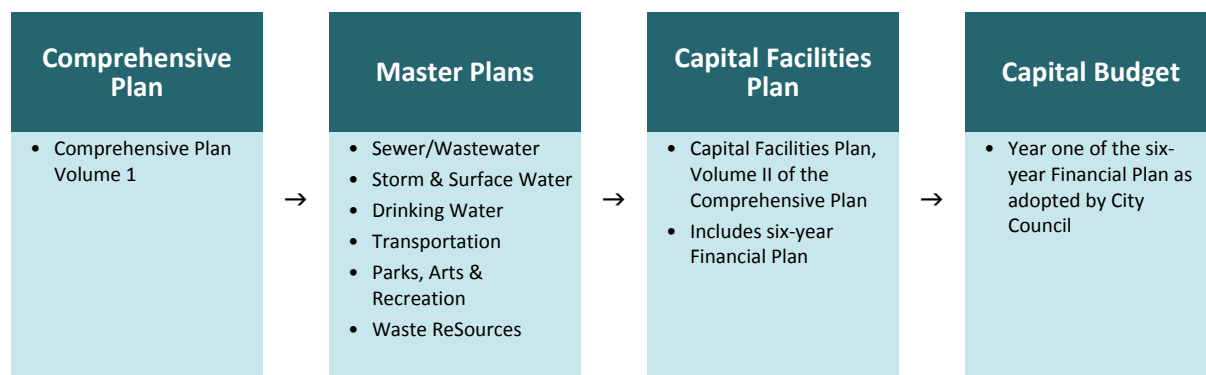
If a jurisdiction is unable to provide or finance capital facilities that meet the minimum level of service requirements, it must either: (a) adopt and enforce ordinances which prohibit approval of proposed development, or (b) lower established standards for levels of service. Transportation facilities are reviewed a little bit differently than other public facilities. The GMA requires that transportation improvements or strategies to address the impacts of proposed development projects need to be made concurrently with land development. "Concurrent with the development" is defined by the GMA to mean that any needed "improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years."

Jurisdictions may include concurrency requirements for other types of facilities besides transportation if it is identified in the Comprehensive Plan and currency ordinances are adopted for those facilities. Otherwise, the City is required to reassess its level of service standards at least every eight years during the periodic update of the Comprehensive Plan.

Determining Where, When and How Capital Facilities Will Be Built

In planning for future capital facilities, several factors are considered. Many are unique to the type of facility being planned. The process used to determine the location of a new park is very different than the process to locate a new sewer line. This capital facilities plan is the product of many separate but coordinated planning documents, each focusing on a specific type of facility. Future sewer requirements are addressed in a sewer plan, parks facilities through a parks and recreation plan, urban trail facilities through an urban trails plan, etc. Related plans can also be regional in nature, such as the Regional Urban Trails Plan, Regional Transportation Plan, Sustainable Thurston and the Thurston Climate Mitigation Plan.

Some capital facilities projects are not included in the Comprehensive Plan because they do not fall into one of the standard growth management chapters. Nonetheless, many of the projects are vital to the quality of life in Olympia. The Farmers Market and City Hall are examples of this. In addition, recommendations from the public, advisory boards, and the Olympia Planning Commission are considered when determining types and locations of projects. The Illustration below shows how the City's Comprehensive Plan directly impacts the other plans, and ultimately the CFP. The various elements of the Comprehensive Plan affect the type and capacities of capital facilities required.



How Citizens Can Get Involved in the Capital Facilities Plan

The City of Olympia strives to create a CFP which truly responds to the needs of the community. The City encourages community members, community groups, businesses and other stakeholders to work with staff and the Olympia Planning Commission to merge their suggestions into the various Master Plans. Projects and policies are continually monitored and modified in the long-term plans, like the Comprehensive Plan or the Master Plans. These updates usually include a public process with input from associated City boards and commissions. See the Capital Facilities Plan Calendar of Events on the City website for public hearing dates for this CFP.

Population Forecasts for Olympia's Urban Growth Area (UGA)

Comprehensive Plans and CFPs must address projected population growth within a jurisdiction's UGA. The Thurston Regional Planning Council (TRPC) anticipates Olympia will grow roughly 25 percent between 2015 and 2035, or from 51,020 to 68,460 persons.

Joint Projects and Projects by Other Jurisdictions

Several of the projects listed within this document will be coordinated with other jurisdictions or agencies. A stormwater project, for instance, may address a drainage problem that ignores City or UGA boundaries. A transportation project may involve upgrading a roadway that crosses the City Limits. On these types of projects, joint planning and financing arrangements are made and detailed on the individual project's worksheet.

For example, Thurston County has several "county only" parks or transportation projects planned within Olympia's unincorporated UGA. Under the joint planning agreement established between the City and Thurston County, initial financing and construction of these projects falls under County coordination. For more detail, please refer to the Thurston County CFP.

Capital Facilities Not Provided by the City

The GMA also requires that jurisdictions plan for and coordinate with other entities, such as schools, solid waste providers, and regional wastewater treatment agencies. These facilities are planned for and provided throughout the UGA by the various school districts, the Thurston County Department of Solid Waste, and the LOTT Wastewater Alliance.

The City of Olympia charges school impact fees on behalf of the Olympia School District. The District's CFP is included at the end of this document. The LOTT Wastewater Alliance functions as a regional agency providing wholesale wastewater resource treatment and management services in the public's interest. Therefore, the LOTT Alliance capital facilities are not included in this document.

What is Not Included in This CFP Document?

This Capital Facilities Plan does not include information on previously funded capital projects that are still in progress. If the project is currently active and requires additional funding in the future, it is included in this plan.

Routine maintenance operations are included in the City's operating budget. When new or upgraded facilities are planned, it is important to consider the impact the facilities will have to the operating budget. For example, developing a new park will require construction of improvements such as sidewalks, access and parking, lighting, restrooms, play equipment, and fields and lawn areas, which are funded through the capital budget. The new park will also require on-going maintenance and other expenses like lawn mowing, utility expenses and minor repairs. These types of expenses are funded through the operating budget.

Limitation of Funding Sources

Capital facilities require substantial financial investments. It is important to note that most of the funding sources can only be used on specific types of projects. For example, monies from the water utility cannot be used to build new play equipment in a City park.

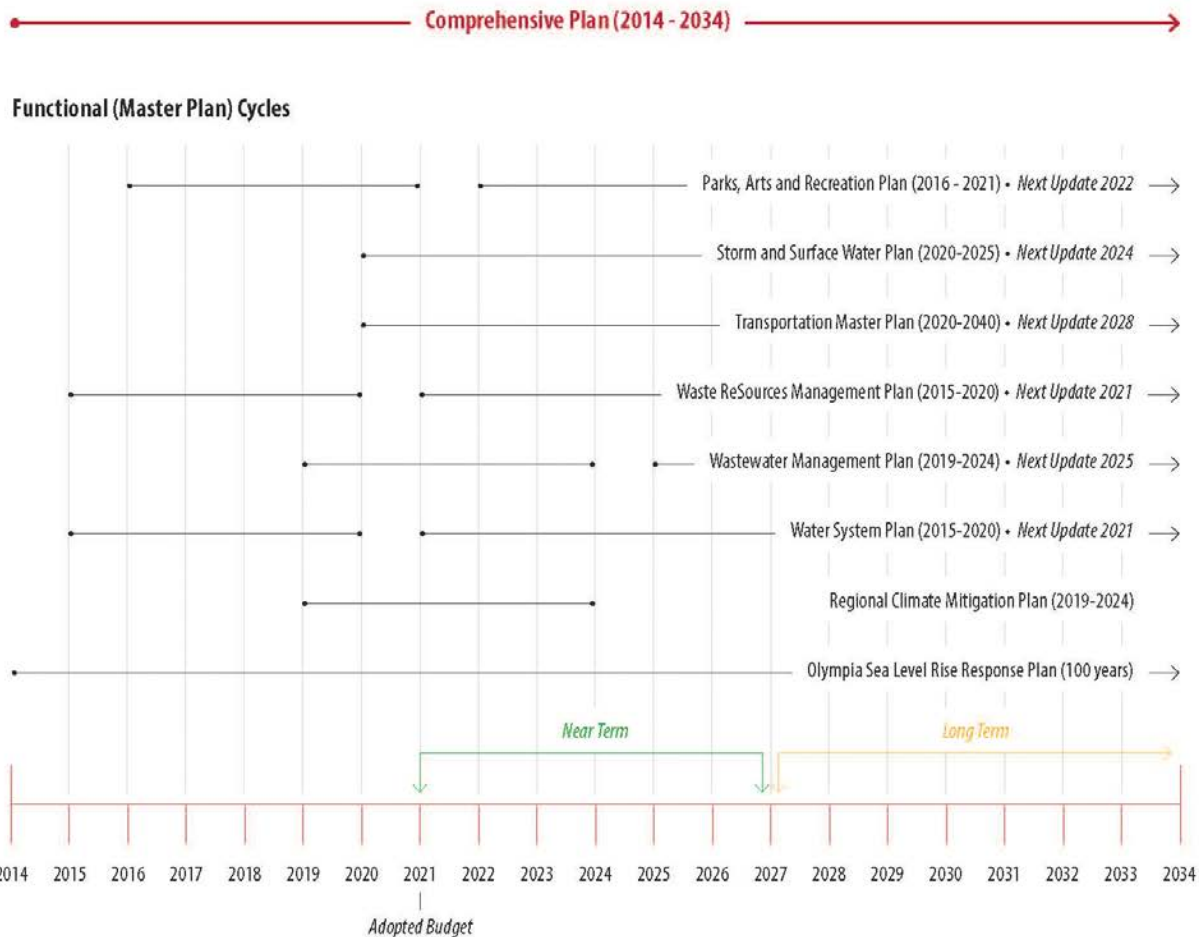
Planning Cycles

The City is required to update its Comprehensive Plan at least every eight years. Several of the Master Plans are required to be updated on differing cycles. Balancing these rotating schedules can be challenging. As each plan is updated, it is reviewed for consistency with the other plans, to ensure the City is working to provide the facilities needed to implement the Comprehensive Plan at the adopted levels of service standards.

The bottom line is that the City is working to ensure the capital facilities the community depends on are planned and provided for, understands how much these will cost, and has identified how they will be financed.

Planning and Budget Cycles

The City is required to update its Comprehensive Plan every eight years. Several of the Master Plans are required to be updated on different cycles. Balancing these rotating schedules can be challenging. As each plan is updated, it is reviewed for consistency with the other plans, to ensure the city is working to provide the facilities needed to implement the Comprehensive Plan at the adopted levels of service standards.



Near Term

Years 1 – 6 *Near Term (Capital Improvement Program)*

This time period is the most financially constrained. It represents the annual capital budget and five additional years which represents the six-year Capital Improvement Program.

Long Term

Years 7 – 20 *Long Term*

Scope, cost estimates and revenue projections are less certain for this time period. Anticipated projects along with their estimated costs and likely funding sources are identified. The timing for these projects may be impacted by the pace of growth and other factors.

Key Terms

Capital Facilities Plan (CFP)

A 20-year plan to implement the comprehensive plan vision, showing how the city will provide urban governmental services at adopted levels of service standards for the existing and projected population growth in the City and Urban Growth Area. It includes projected timing, location, costs and funding sources for capital projects. The CFP identifies which capital facilities are necessary to support development/growth. Projects in the CFP are directly related to the applicable master plan or functional plans, such as the Parks, Arts and Recreation Plan, the Storm and Surface Water Plan, and other similar plans. The CFP is an element of the Comprehensive Plan, which is required to be internally consistent with the other chapters of the plan and the City budget.

Six-Year Financial Plan

A six-year financially constrained plan of identified projects, anticipated costs, and proposed funding sources that is part of the Capital Facilities Plan.

Capital Improvement

A project to create, expand or modify a capital facility. The project may include design, permitting, environmental analysis, land acquisition, construction, landscaping, site improvements, initial furnishings and equipment.

Capital Budget

The approved annual budget for capital facilities, as adopted by the City Council. The Capital Budget is “Year one” of the Capital Investment Strategy.

Capital Facilities

A structure, improvement, piece of equipment or other major asset such as land that has a useful life of at least five years. Capital facilities are provided by or for public purposes and services including, but not limited to, the following:

- Bikeway and Disability Access Ramps
- Detention Facilities
- Drinking Water
- Fire and Rescue
- Government Offices
- Law Enforcement
- Libraries
- Open Space
- Parks (Neighborhood and Community)
- Public Health
- Recreational Facilities
- Roads
- Sanitary Sewer
- Sidewalks
- Solid Waste Collection and Disposal
- Stormwater Facilities
- Street Lighting Systems
- Traffic Signals

Additional terms are defined in the Glossary.

CFP Comprehensive Plan Goals and Policies

The CFP is a required element of our 20-year Comprehensive Plan. The following are long-term goals and policies to guide the CFP:

- **Goal 1**

The Capital Facilities Plan provides the public facilities needed to promote orderly compact urban growth, protect investments, maximize use of existing facilities, encourage economic development and redevelopment, promote private investment, increase public well-being and safety and implement the Comprehensive Plan.

- **Policy 1.1**

Annually review, update and amend a six-year Capital Facilities Plan that:

- a. Is subject to annual review and adoption, respectively, by the Planning Commission and City Council.
- b. Is consistent with the Comprehensive Plan, master plans and adopted investment strategies.
- c. Defines the scope and location of capital projects or equipment.
- d. States why each project is needed and its relationship to established levels of service.
- e. Includes project construction costs, timing, funding sources and projected operations and maintenance impacts.
- f. Serves as the City's plan for capital project development.
- g. Includes an inventory of existing capital facilities and a forecast of capital facility needs.
- h. Monitors the progress of capital facilities planning with respect to rates of growth, development trends, changing priorities and budget and financial considerations.
- i. Considers needs and priorities beyond the six-year time horizon.
- j. Is coordinated with Thurston County and the Olympia School District if school impact fees are being charged.

- **Policy 1.2**

Encourage active community member participation throughout the process of developing and adopting the Capital Facilities Plan. Provide the public with adequate time to review and respond to the Plan and related proposals.

- **Policy 1.3**

Support joint development and use of facilities such as parks and museums, and protection of shared resources such as critical areas and open space.

- **Policy 1.4**

Coordinate with other capital facilities service providers to keep each other current, maximize cost savings and schedule and upgrade facilities efficiently.

- **Policy 1.5**
Evaluate and prioritize proposed capital improvement projects using the following long-term financial strategy principles and guidelines:
 - a. Do projects well or not at all.
 - b. Focus programs on Olympia residents and businesses.
 - c. Preserve and maintain physical infrastructure.
 - d. Use an asset management approach to the City’s real estate holdings.
 - e. Use unexpected one-time revenues for one-time costs or reserves.
 - f. Pursue innovative approaches.
 - g. Maintain capacity to respond to emerging community needs.
 - h. Address unfunded mandates.
 - i. Selectively recover costs.
 - j. Recognize the connection between the operating and capital budgets.
 - k. Utilize partnerships wherever possible.
 - l. Stay faithful to City goals over the long run.
 - m. Think long-term.
- **Policy 1.6**
Ensure that capital improvement projects are:
 - a. Financially feasible.
 - b. Consistent with planned growth patterns provided in the Comprehensive Plan.
 - c. Consistent with State and Federal law.
 - d. Compatible with plans of State agencies.
 - e. Sustainable within the operating budget.
- **Policy 1.7**
Give priority consideration to projects that:
 - a. Are required to meet State or Federal law.
 - b. Implement the Comprehensive Plan.
 - c. Are needed to meet concurrency requirements for growth management.
 - d. Are already initiated and to be completed in subsequent phases.
 - e. Renovate existing facilities to remove deficiencies or allow their full use, preserve the community’s prior investment or reduce maintenance and operating costs.
 - f. Replace worn-out or obsolete facilities.
 - g. Promote social, economic and environmental revitalization of commercial, industrial and residential areas in Olympia and its Growth Area.
 - h. Are substantially funded through grants or other outside funding.
 - i. Address public hazards.
- **Policy 1.8**
Adopt each update of this Capital Facilities Plan as part of the Comprehensive Plan.

- **Policy 1.9**
Adopt by reference updates of the Olympia School District Capital Facilities Plan as part of this Capital Facilities element. Identify and recommend to the District that it revise any elements of the School District’s plan that are inconsistent with the Comprehensive Plan.
- **Policy 1.10**
Monitor the progress of the Capital Facilities Plan on an ongoing basis.
- **Policy 1.11**
Recognize the year in which a project is carried out, or the exact amounts of expenditures by year for individual facilities, may vary from that stated in the Capital Facilities Plan due to:
 - a. Unanticipated revenues or revenues that become available to the City with conditions about when they may be used.
 - b. Change in the timing of a facility to serve new development that occurs in an earlier or later year than had been anticipated in the Capital Facilities Plan.
 - c. The nature of the Capital Facilities Plan as a multi-year planning document. The first year or years of the Plan are consistent with the budget adopted for that financial period. Projections for remaining years in the Plan may be changed before being adopted into a future budget.
- **Goal 2**
As urbanization occurs, the capital facilities needed to direct and serve future development and redevelopment are provided for Olympia and its Urban Growth Area.
 - **Policy 2.1**
Provide the capital facilities needed to adequately serve the future growth anticipated by the Comprehensive Plan, within projected funding capabilities.
 - **Policy 2.2**
Plan and coordinate the location of public facilities and utilities to accommodate growth in advance of need, and in accordance with the following standards:
 - a. Coordinate urban services, planning and standards by identifying sites for schools, parks, fire and police stations, major stormwater facilities, greenbelts and open space consistent with goals and policies promoting compact growth in the Comprehensive Plan prior to development. Acquire sites for these facilities in a timely manner and as early as possible in the overall development of the area.
 - b. Assure adequate capacity in all modes of transportation, public and private utilities, municipal services, parks and schools.
 - c. Protect groundwater from contamination and maintain groundwater in adequate supply by identifying and reserving future supplies well in advance of need.
 - **Policy 2.3**
Use the type, location and phasing of public facilities and utilities to direct urban development and redevelopment consistent with the Comprehensive Plan. Consider the level of key facilities that can be provided when planning for various densities and types of urban land use.
 - **Policy 2.4**
Ensure adequate levels of public facilities and services are provided prior to or concurrent with land development within the Olympia Urban Growth Area.

- **Policy 2.5**
When planning for public facilities, consider expected future economic activity.
- **Policy 2.6**
Maintain a process for identifying and siting essential public facilities consistent with State law and County wide Planning Policies.
- **Goal 3**
The City prudently manages its fiscal resources to provide needed capital facilities.
 - **Policy 3.1**
Ensure a balanced approach to allocating financial resources among: (1) maintaining existing facilities, (2) eliminating existing capital facility deficiencies, and (3) providing new or expanding facilities to serve development and encourage redevelopment.
 - **Policy 3.2**
Use the Capital Facilities Plan to integrate all of the community’s capital project resources (grants, bonds, city funds, donations, impact fees and any other available funding).
 - **Policy 3.3**
Allow developers who install infrastructure with excess capacity to use latecomers agreements wherever reasonable.
 - **Policy 3.4**
Pursue funding strategies that derive revenues from growth that can be used to provide capital facilities to serve that growth. These strategies include, but are not limited to:
 - a. Collecting impact fees for transportation, parks and open space, and schools.
 - b. Allocating sewer and water connection fees primarily to capital improvements related to urban expansion.
 - c. Developing and implementing other appropriate funding mechanisms to ensure new development’s fair share contribution to public facilities.
 - **Policy 3.5**
Assess the additional operations and maintenance costs associated with acquisition or development of new capital facilities. If accommodating these costs places a financial burden on the operating budget, consider adjusting the capital plans.
 - **Policy 3.6**
Achieve more efficient use of capital funds through joint use of facilities and services by utilizing measures such as inter-local agreements, regional authorities and negotiated use of privately and publicly owned land.
 - **Policy 3.7**
Consider potential new revenue sources for funding capital facilities, such as:
 - a. Growth-induced tax revenues.
 - b. Additional voter-approved revenue.
 - c. Regional tax base sharing.
 - d. Regional cost sharing for urban infrastructure.
 - e. County-wide bonds.
 - f. Local Improvement Districts.

- **Policy 3.8**
Choose among the following available contingency strategies should the City be faced with capital facility funding shortfalls:
 - a. Increase general revenues, rates, or user fees; change funding source(s).
 - b. Decrease level of service standards in the Comprehensive Plan and reprioritize projects to focus on those related to concurrency.
 - c. Change project scope to decrease the cost of selected facilities or delay construction.
 - d. Decrease the demand for the public services or facilities by placing a moratorium on development, developing only in served areas until funding is available, or changing project timing and/or phasing.
 - e. Encourage private funding of needed capital project; develop partnerships with Lacey, Tumwater and Thurston County (the metropolitan service area approach to services, facilities or funding); coordinate regional funding efforts; privatize services; mitigate under the State Environmental Protection Act (SEPA); issue long-term debt (bonds); use Local Improvement Districts (LID's); or sell unneeded City-owned assets.
- **Policy 3.9**
Secure grants or private funds, when available, to finance capital facility projects when consistent with the Comprehensive Plan.
- **Policy 3.10**
Reassess the Land Use Element of the Comprehensive Plan if probable funding for capital facilities falls short of needs.
- **Goal 4**
Public facilities constructed in Olympia and its Growth Area meet appropriate safety, construction, durability and sustainability standards.
 - **Policy 4.1**
Adhere to Olympia's Engineering Development and Design Standards when constructing utility and transportation related facilities.
 - **Policy 4.2**
Regularly update the Engineering Development and Design Standards.
 - **Policy 4.3**
Ensure that the Engineering Development and Design Standards are consistent with the Comprehensive Plan.
 - **Policy 4.4**
Apply value engineering approaches on major projects in order to efficiently use resources and meet community needs.

Frequently Asked Questions

What is a Capital project?

A structure, improvement, piece of equipment, or other major asset, including land, that has a useful life of at least five years. Examples of capital projects include public streets, City parks and recreation facilities, public buildings such as libraries, fire stations and community centers, public water systems and sanitary sewer systems. While capital projects do not cover day-to-day maintenance, it can include major repairs or reconstruction like a roof repair on a City-owned building.

There are a lot of projects in the CFP. How does the City decide which projects are a priority?

The projects in the CFP are identified because they meet the goals of the 20-year Comprehensive Plan and are reflected in the applicable master plan. The City uses several criteria to prioritize, including:

- Public health and safety
- Regulatory requirements
- Available funding, including State and Federal grants
- Council and Community priorities
- Public health and safety

It seems likely that a capital project may affect future operating budgets. Does this have an impact on whether or not a project will be approved and funded?

Yes. It is important that on-going maintenance needs are considered for capital improvements, as these annual expenses impact the City's operating budget.

Can money from the various funds be used on any capital facility?

No. Certain funding sources have restrictions on how they can be used. For example, revenue collected from the Olympia Metropolitan Park Fund can only be used to fund Park projects.

What is the Utility Tax and what projects does it fund?

The City Council has authority to approve, without voter approval, up to a six percent utility tax on private utilities. Five percent of the utility tax collected goes to the General Fund Operating Budget and one percent goes to fund Capital Projects.

In addition, in 2004 the City presented Olympia residents with a ballot measure to raise the utility tax to from six to nine percent. This Voted Utility Tax was approved and provides an additional two percent funding for Parks and one percent funding for Transportation to fund pathways and sidewalks.

Once a project has been approved and funded, can any part of the money be used for another project?

Yes. The City Council can, by simple majority, vote to appropriate funds to a different project. However, they are limited by the funding source and any restrictions. For example, utility funds cannot be used to build park improvement projects. In most cases, this happens when the City needs money to match a State or Federal grant. Leveraging State and Federal grants helps the City implement more capital projects for the community.

If a project was identified in the CFP and funded, will it continue to be listed until the project is completed?

If the project is in progress and continues to need funding, it will be listed. For example, some projects require funding for design. Once the design is funded and complete, the project continues to be in the CFP because money is needed for construction.

Individual project financial information seems to indicate that a specific dollar amount can be expected to be spent on the project over the next six years. Is this a correct interpretation?

No. The planning period for a CFP project is 20 years. Only expenditures and revenues proposed for the first year of the program are incorporated into the Annual Capital Budget (adopted in December of each year). It is important to note that the CFP is a planning document that includes timeline estimates based on changing dynamics related to growth projections, project schedules, new information, evolving priorities, or other assumptions. The Capital Facilities Plan is reviewed and amended annually to verify the availability of fiscal resources. Therefore, project cost estimates and timelines may change.

What happens if a project does not receive the anticipated funding over the next six years?

To address a funding shortfall, the City may delay the project, re-scope or phase the project to help reduce the cost, lower the adopted level of service standards, or reassess the land use element of the Comprehensive Plan. Such decisions are made in a public process.

Are all projects in the listed in CFP completed within six years?

No. The Capital Facilities Plan is a financial plan. The City uses it to verify that resources are available to build the facilities needed to achieve our 20-year comprehensive plan vision. Capital facilities fluctuate based on population growth, existing deficiencies, major facility maintenance and repair needs, internal operations, and Council and Community priorities. The plan is reviewed and updated annually.

What is the difference between State Environmental Policy Act (SEPA) mitigation fees and Olympia impact fees?

SEPA mitigation fees may be required for new, major developments to cover their direct impact on the natural or built environment. The specific impacts are identified in an environmental analysis completed for the project. Transportation and parks SEPA mitigation fees for developments proposed within the Urban Growth Area are the most common sources. These fees are collected from specific development projects in or outside of the City that are likely to have an impact on facilities in the City of Olympia, and the funds can only be spent on the identified project's need to address impacts from the project.

Olympia's impact fees are charged to new development only within the City limits. The City is able to spend these fees on "system improvements" for transportation or park projects. System improvements can include physical or operational changes to existing streets, as well as new street connections that are built in one location to benefit projected needs at another location. Funds collected can only be used for projects that are specifically identified as part of the impact fee calculation. Olympia does collect impact fees on behalf of the Olympia School District based on the District's Capital Facilities Plan and forwards the fees on to the District.

Can the City collect impact fees in the Urban Growth Area?

No, the City of Olympia may not collect impact fees for projects in the Urban Growth Area.

When Olympia annexes an area where the County has a County-funded project underway, does the City assume responsibility for the project and associated project costs?

When an annexation includes capital projects that will add to Olympia's asset base, the City may negotiate related project costs as part of an interlocal agreement between the City and the County.

Calendar of Key CFP Events

Event	Month
Proposed CFP Projects due from departments	June 30
Present Preliminary CFP to Council	August 10
Planning Commission Public Hearing on Preliminary CFP (City and School District)	September 20
City Council Public Hearing and Discussion on Preliminary CFP	October 12
First Reading of Capital Budget	December 7
Second and Final Reading of Operating and Capital Budgets	December 14

Annual Capital Facilities Plan/Capital Budget Development & Review Process

Project Steps	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Prioritize CFP Projects based on Master Plans												
Estimate Revenues by Funding Source												
Advisory Committees Review Projects												
Distribute Preliminary CFP and 6 Year Financial Plan												
Public Involvement and Communication												
City Council Adopts CFP 6-year Financial Plan & Capital Budget												
Public Involvement and Communication	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
City Internet												
Public Hearing												
Public Meeting												
Stakeholders	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
City Council												
City Council Finance Committee												
Planning Commission												
Utility Advisory Committee												
Bicycle and Pedestrian Advisory Committee												
Parks and Recreation Advisory Committee												
Media												

Long Term Financial Strategy

The Long Term Financial Strategy is an approach to sustaining high quality services, setting priorities and making them happen. The purpose of the Long-term Financial Strategy is to look forward five to six years and provide guidance to the annual budget process.

Key Financial Principles

Make Trade-Offs

Do not initiate major new services without either:

- Ensuring that revenue to pay for the service can be sustained over time, or
- Making trade-offs of existing services.

Do It Well

If the City cannot deliver a service well, the service will not be provided at all.

Focus Programs on Olympia Residents and Businesses

However, do not exclude others from participating in these programs as well.

Preserve Physical Infrastructure

Give priority to maintaining existing infrastructure.

Use Unexpected One-Time Revenues for One-Time Costs or Reserves

One-time revenues or revenues above projections will be used strategically to fund prioritized capital projects. The City will also consider additional costs such as increased operations and maintenance.

Invest in Employees

The City will invest in employees and provide resources to maximize their productivity.

Pursue Innovative Approaches to Service Delivery

Continue to implement operational efficiencies and cost saving measures in achieving community values. Pursue partnerships and cost sharing strategies with others.

Contract In/Contract Out

Consider alternative service delivery to maximize efficiency and effectiveness.

Maintain Capacity to Respond to Emerging Community Needs

Pursue Entrepreneurial Initiatives

Address Unfunded Liabilities

Selectively Recover Costs

On a selective basis, have those who use a service pay the full cost.

Recognize the Connection Between the Operating Budget and the Capital Budget

Continuous Improvement

At All Times, Maximize Efficiencies While Achieving Community Values

Involve Citizens in Financial Decisions

Update the Long Term Financial Strategy Annually

Guidelines

What Should the City Do Every Year, Whether the Financial Forecast is Positive or Negative?

- Increase operating cost recovery (user fees)
- Pursue cost sharing

What Should the City Do in the Following Year's Budget When the Financial Forecast is Positive?

- Assess the situation
- Maintain adequate reserves (10% General Fund Emergency and Budget Revenue Stabilization)
- Use one-time revenues only for one-time expenses
- Use recurring revenues for recurring costs or for one-time expenses

- Stay faithful to City goals over the long run
- Think carefully when considering revenue cuts
- Think long-term

What Should the City Do in the Following Year's Budget When the Financial Forecast is Negative?

- Assess the situation
- Use reserves sparingly
- Reduce services
- Continue to think carefully when considering tax increases

What Should the Council Consider Before Increasing Taxes?

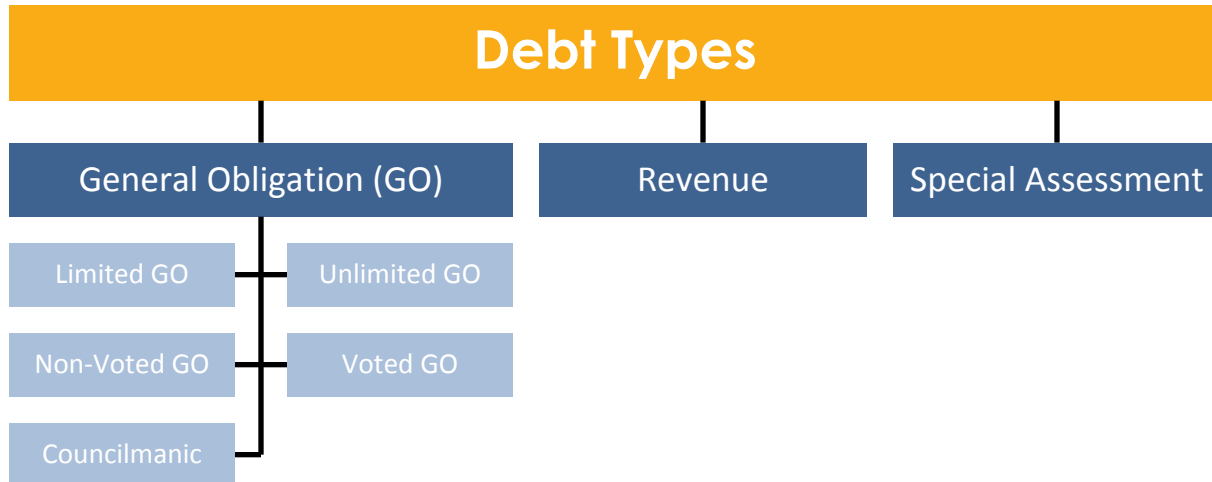
- Will the increase result in programs or services that will have a quantifiable public benefit?
- Is the tax source related and connected to the services that are to be supported by the new revenue?
- Is the increase fully justifiable in terms of need?
- Has every effort to educate community members about the tax been taken in advance of the increase?
- Are the services that are intended to be supported by the new revenue supportable into the foreseeable future?

What Should the Council Consider Before Asking Residents to Increase Taxes?

- Have efforts to educate residents about the tax been made?
- Has there been ample time for residents to debate and discuss the issue?
- Has the council taken the time to listen to residents' concerns?
- Do our residents understand what the results will be following implementation of the new tax?

Debt Types and Limitations

Local governments have three distinct types of debt that can be issued to generate funding. The debt types are often referred to with different terms, which can lead to confusion. The chart below outlines the debt types.



1. **General obligation (GO)** debt is borrowing that is secured by the full faith and credit of the local government issuing the debt. The entity, unconditionally, pledges its tax revenues to pay debt service (interest and principal) on the debt as it matures. If the debt is in the form of a bond, the bond owners have a legal claim on all the general income of the entity if a default occurs. In Washington State, limitations on GO indebtedness are provided for in the state statutes; RCW 39.36 . There are two sub-categories of GO debt:
 - Limited tax general obligation (LTGO) debt (also called non-voted GO debt or “councilmanic” bonds) may be issued by a vote of the legislative body. Because the voters have not been asked to approve a tax increase to pay for the principal and interest on this non-voted type of debt, general revenues must be pledged to pay for its debt service. It is important to note that non-voted GO debt does not provide any additional revenue to fund the debt service payments, so instead must be paid from existing revenue sources.
 - Unlimited tax general obligation (UTGO) bonds (also called voted GO debt) must be approved by 60 percent of the voters, with a voter turnout equal to at least 40 percent of those who voted in the most recent general election. When the voters are being asked to approve the issuance of these bonds, they are simultaneously asked to approve an excess property tax levy which raises their property taxes to cover the debt service payments. Voted GO debt bonds can be used only for capital purposes and replacement of equipment is not a permitted use RCW 84.52.056

2. **Revenue debt** is different from GO debt in its method of repayment. Unlike GO debt, which relies on taxation, revenue debt is guaranteed by the specific revenues generated by the issuer. For example, the City's water utility can issue revenue debt using the revenues from customer water bills to guarantee the repayment of the debt.
3. **Special assessment debt** is debt repaid from assessments against those who directly benefit from the project the funds have been used to finance. For example, if a special assessment bond is issued to pay for sewer improvements that benefit a specific subset of the population, the City can develop an assessment roll for those properties benefiting from the improvement to repay the debt. An example of this would be a local sewer improvement district (LID). The City does not have any outstanding special assessment debt.

Debt Limitations

Olympia issues debt only to provide financing for essential and necessary capital projects. Through debt planning and the Capital Facilities Plan, the City integrates its capital projects. The services that the City determines necessary to its residents and visitors form the basis for all capital projects.

The goal of Olympia's debt policy is to maintain the ability to provide high quality essential City services in a cost effective manner. Councilmembers weigh this goal against maintaining the ability to borrow at the lowest possible rates. The City uses the following guidelines before financing projects with long-term debt:

- Management staff and elected officials conservatively project the revenue sources to pay off the debt.
- The term of the debt will not exceed the useful life of the project.
- The benefits of the improvement must outweigh its costs, including the interest costs of financing.

State law limits bonded debt to 2.5% of assessed value of taxable property. Of this limit, up to 1.5% of assessed value of taxable property may be non-voter approved debt (councilmanic bonds). However, the amount of non-voted, plus voter-approved debt, may not exceed the 2.5% of assessed value limit.

January 1, 2021

Taxable Assessed Value as of January 1, 2021	\$8,046,605,908
General Indebtedness without a Vote of the People:	
Legal Limit, 1.5% of Property Value:	\$120,699,089
G.O. Bond Liabilities	(\$51,035,300)
Remaining Non-Voted Debt Capacity	\$69,663,789

General Indebtedness with a Vote of the People:	
Legal Limit, 2.5% of Property Value:	\$201,165,148
Outstanding Voted Debt	(\$6,775,000)
Outstanding Non-voted Debt	(\$51,035,300)
Remaining Voted Debt Capacity	\$143,354,848

In addition to the above limits, the City has debt authority with a vote of the people of two and a half percent each for parks and utility purposes. Olympia has not accessed this authority.

Funding Sources

In an attempt to stretch the money as far as it will go, the CFP incorporates many different funding sources. Those sources may include current revenues, bonds backed by taxes or utility revenues, state and federal grants, special assessments on benefiting properties, as well as donations. A complete list of funding sources for 2022-2027 is:

CFP Funding Sources

Current Revenue

- Wastewater Rates
- Drinking Water Rates
- Storm & Surface Water Rates
- General Facilities Charges
- Non-Voted Utility Tax (one percent of gross revenue)
- Voted Utility Tax (three percent of gross revenue)
- Motor Vehicle Fuel Tax
- Interest
- Real Estate Excise Tax (REET) (half of a percent of real estate sales)
- Cable TV Tax (six percent of gross revenue)
- Public Facilities District Reserves
- Maintenance Center Rental Rates

Debt Instruments

- General Obligation Bonds
- Utility Revenue Bonds
- Loans from State of Washington agencies
- Private placement loans and other debt instruments

Grants

- Federal Surface Transportation Program Funds
- State Transportation Improvement Board Funds
- Federal Community Development Block Grant
- Federal Highways Administration
- Washington State Department of Transportation
- State Recreation Conservation Office

Other

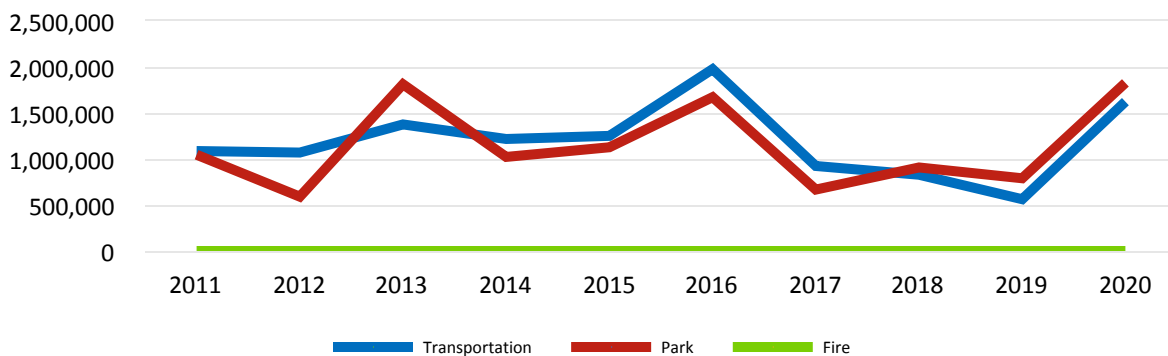
- Impact Fees (OMC 15.16)
- Transportation Benefit District (TBD) fees (OMC 3.04.128)
- State Environmental Policy Act (SEPA) Mitigation Fees (3.04.130)
- Olympia Metropolitan Park District (OMPD)
- Olympia Home Fund - Capital - (OMC 3.04.318)
- Economic Development Program

Revenues Dedicated to the CFP

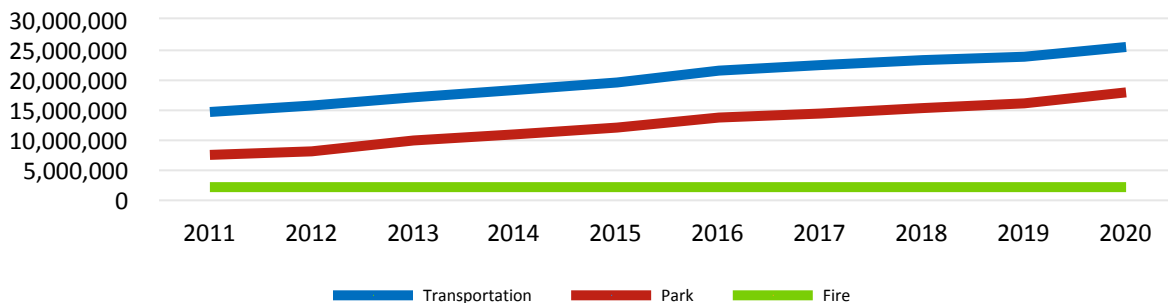
Impact Fee Revenue

Impact Fees are one-time charges imposed on development activity to raise revenue for the construction or expansion of public facilities needed to serve new growth and development. Impact fees can be assessed and dedicated primarily for the provision of additional roads and streets (transportation), parks, schools and fire protection facilities. The City collects and uses both park and transportation impact fees. The City also collects school impacts fees on behalf of the Olympia School District, then forwards them on to the school district for school capital purposes. Currently, the City does not collect fire impact fees.

**Annual Impact Fee Collections
10 Year Period - 2011 to 2020**



**Cumulative Impact Fee Collections
10 Year Period - 2011 to 2020**



Impact Fee Rates for Single Family Home

City											
Year	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Parks	\$4,941	\$5,068	\$4,950	\$5,090	\$5,334	\$5,437	\$5,446	\$5,581	\$5,581	\$5,581	\$5,581
Transportation	\$2,716	\$2,592	\$2,608	\$2,654	\$2,688	\$2,913	\$3,498	\$3,450	\$3,213	\$3,219	\$3,662*

* Increase effective July 1, 2021

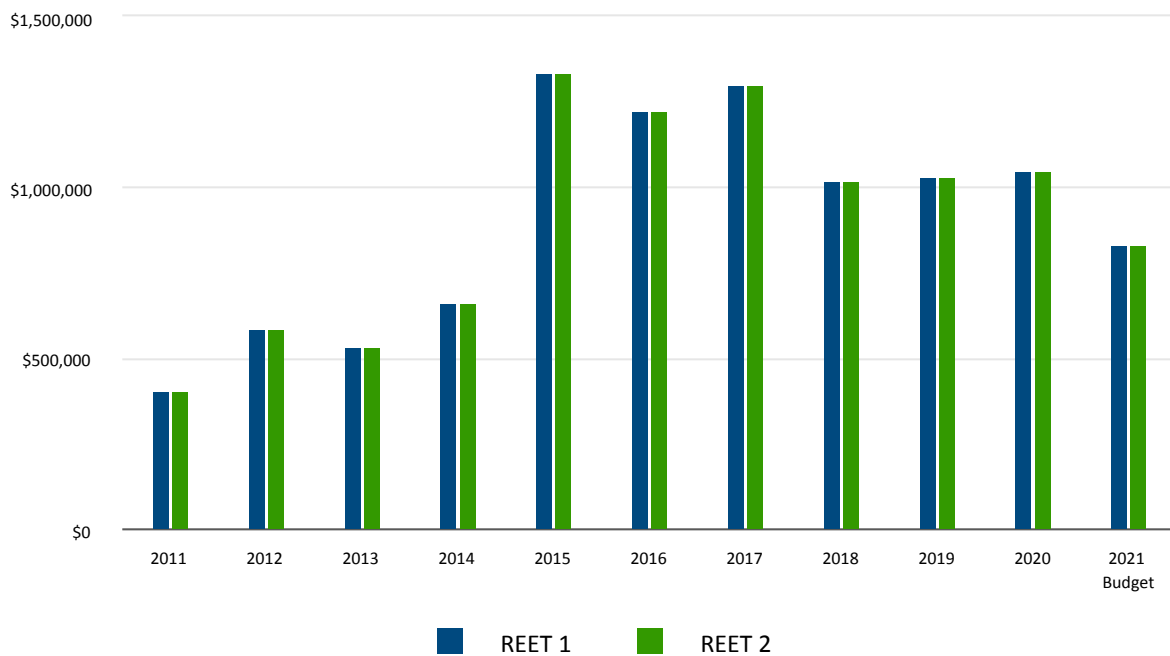
Schools											
Year	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Single Family	\$659	\$2,969	\$5,179	\$5,895	\$4,978	\$5,298	\$5,298	\$5,350	\$4,972	\$5,448	\$5,448
Multi Family	\$1,152	\$235	\$0	\$1,749	\$1,676	\$2,498	\$2,520	\$2,621	\$2,575	\$2,133	\$2,133

Real Estate Excise Tax (REET) Revenue

REET is a tax upon the sale of all residential and commercial property that occurs within the City of Olympia. It is collected in two parts; each part equates to one-quarter of one percent of the purchase price of the property sale. The tax is restricted by state law (see below), and Olympia allocates this revenue to fund transportation capital projects.

- REET 1: RCW 82.46.010 requires REET 1 must be spent solely on capital projects listed in the Capital Facilities Plan (CFP) element of the Comprehensive Plan. REET 1 capital projects are defined as: transportation, drinking and wastewater, parks and recreational, law enforcement, fire protection, trails, libraries, administrative and judicial facilities.
- REET 2: RCW 82.46.035 requires REET 2 be spent on capital projects defined as: transportation, drinking and wastewater and parks public works projects. Acquisition of land for parks is not an outright permitted use of REET 2, although it is a permitted use for transportation, drinking and wastewater projects.

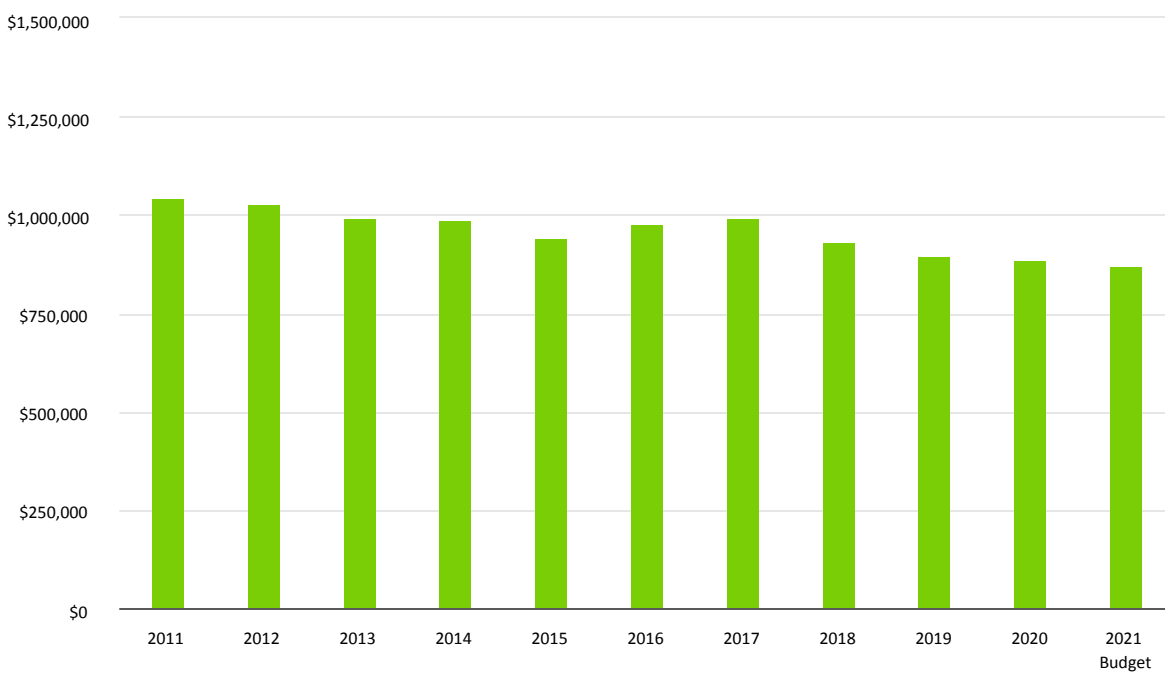
**Real Estate Excise Tax - REET 1 & REET 2
10 Year Period - 2011 to 2020**



Utility Tax Revenue

Of the 6 percent t Non-Voted Utility Tax upon electric, natural gas and telecommunications utilities, 1/6 (or 1 percent) of the tax has historically been allocated by Council to the CFP. In addition, all of the non-voted utility tax on cable TV is dedicated to the CFP. The chart below presents tax on the gross revenues of the three utilities referenced above. This tax is a general revenue and can be used for any purpose determined by the Council.

Non-Voted Utility Tax 10 Year Period - 2011 to 2020

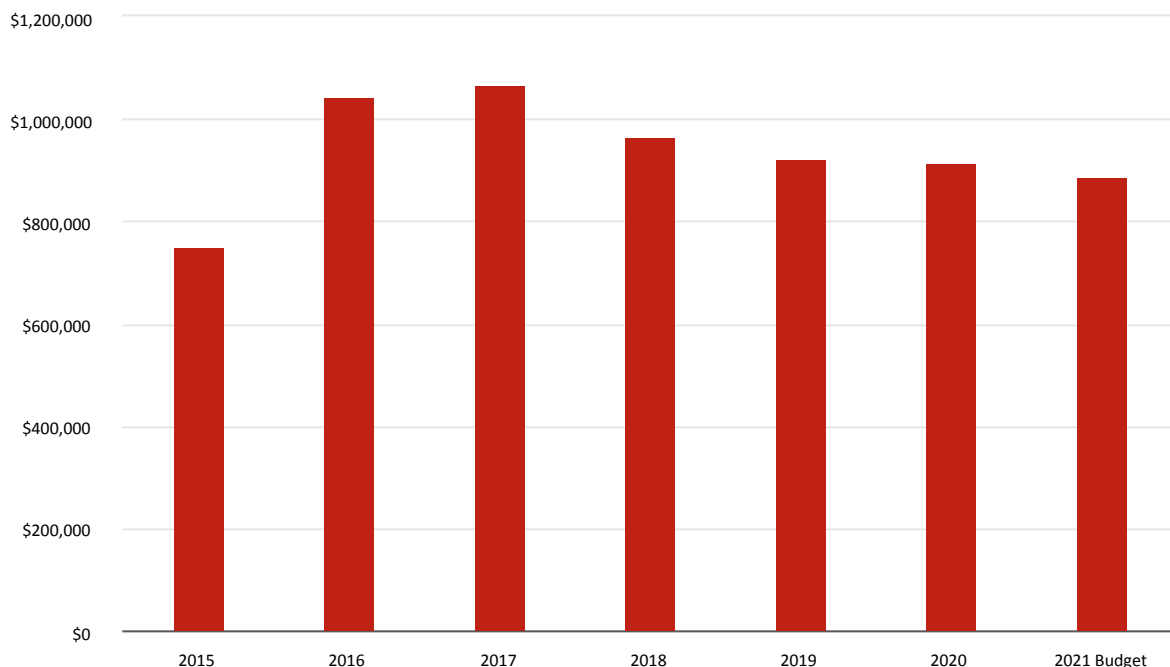


Cable TV Tax Revenue

The City began assessing the six percent utility tax on cable TV revenues in 2015. The revenue is used to fund major maintenance on City-owned buildings, ADA improvements, and the Hazard Trees program. In 2016 and 2017, the new tax generated over \$1 million, annually. After peaking in 2017, the tax began to trend downward, with a six to seven percent drop in 2018 through 2019. In 2020, the tax appears to be stabilizing. For 2022, Cable Tax is projected at \$914,559, a zero percent increase over 2020 actuals.

It should be noted that Cable TV tax applies only to the TV component of the cable revenue, not the internet service. As technology has improved, particularly over just the last three years, consumers are being offered a wider range of alternatives such as streaming video services, and a growing number of viewers are opting to “cut the cord,” and discontinue using cable as a means of providing TV access. In addition, starting last year, wireless telephone providers began offering 5G (fifth generation cellular networks) service to several cities in the U.S. This new technology will allow for faster transfers of data via the mobile internet infrastructure with speeds significantly faster than cable. Users will be able to download entire movies within seconds, making it another popular alternative to cable TV. While any new service takes time to be tested by consumers and considered mainstream, all indicators point to the Cable TV Utility tax revenue continuing its downward trend.

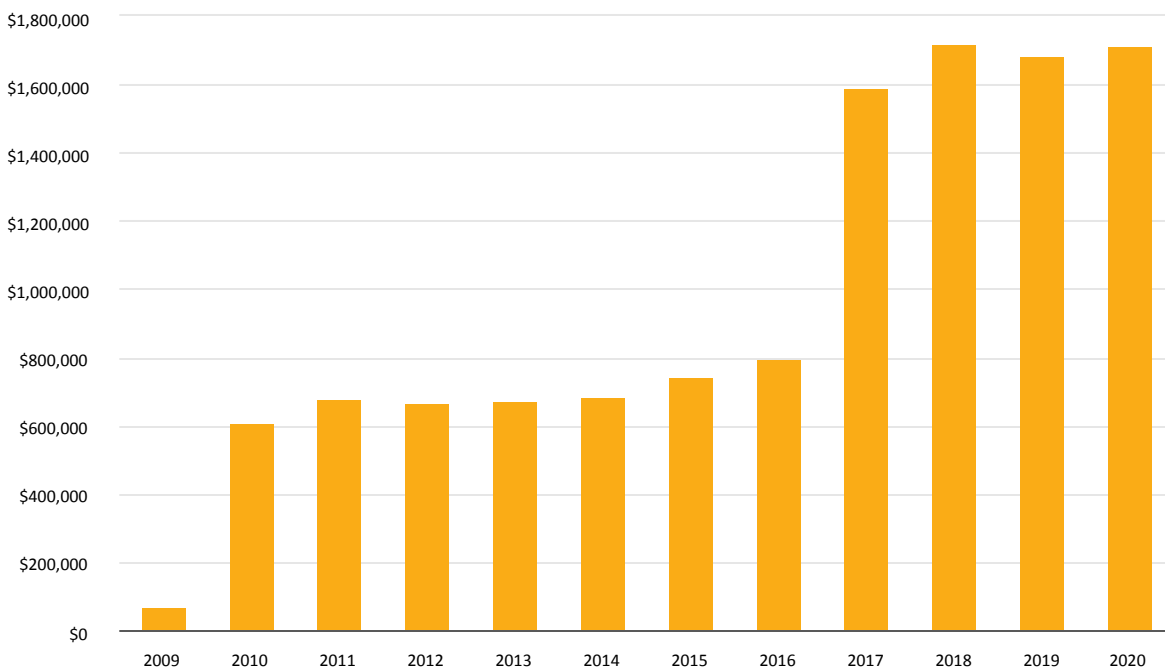
**Cable TV Tax
6 Year Period - 2015 to 2020**



Transportation Benefit District (TBD) Revenue

In December 2008, the City Council adopted an ordinance creating the Olympia Transportation Benefit District (TBD). Starting in 2009, the TBD began collecting \$20 per vehicle licensed in the City. In 2017, the fee increased from \$20 to \$40 per vehicle. The chart below presents the TBD revenues collected since inception of the District. Each year approximately \$10,000 is appropriated for operating expenses (audit, insurance, etc.), with the remaining funds dedicated to the CFP for transportation projects.

Transportation Benefit District 10 Year Period - 2009 to 2020



Summary of 2022 Projects by Focus Area

In 2014, the Olympia City Council adopted a new community vision to guide how the City grows and develops over the next 20 years. We have taken that vision and identified six focus areas that help us organize, track and share our progress: Public Health and Safety; Community Livability; Downtown; Economy; Environment; and Neighborhoods.

The construction, renovation and repair of capital facilities is a critical and highly visible way in which we invest in achieving our community vision. Listed below by focus area are examples of capital projects the City has made a financial commitment for planning, designing, or constructing in the next year.

Public Health and Safety

- A Safe and Welcoming Community
- Reliable and Responsive Emergency Services
- A Safe and Reliable Water Supply
- Public Infrastructure in the City is Well-Maintained
- Adequate Food and Shelter

2022 CFP Projects Supporting this Focus Area

Drinking Water

- Small Diameter Water Main Replacement
- Aging Water Main Replacement
- Cardinal Drive Water Main

General Capital Facilities

- Lee Creighton Justice Center Reconstruction
- Waste ReSources Maintenance Facility Construction

Wastewater

- Old Port 1 Lift Station Upgrade
- Miller and Ann Lift Station Improvements
- Miller and Central Lift Station Improvements

Fire

- Fire Engine Pumper and Equipment
- Boat and Trailer E-Z Loader

Community Livability

- A Commitment to a Diverse, Equitable and Inclusive Community
- Access to Affordable and Stable Housing
- A Safe Transportation System with Options for Everyone
- Recreation Opportunities for Everyone
- Connections to Our Cultures and History

2022 CFP Projects Supporting this Focus Area
Parks
<ul style="list-style-type: none"> • Lions Park Sprayground
Transportation
<ul style="list-style-type: none"> • Fones Road Reconstruction • State Avenue safety improvements • Boulevard Road Trail Crossing • Citywide Plastic Striping
General Capital Facilities
<ul style="list-style-type: none"> • ADA Accessibility Improvements at Olympia Center

Downtown

- A Vibrant Urban Destination
- Safe and Welcoming for All
- A Mix of Housing for All Income Levels
- Engaging Arts and Entertainment

2022 CFP Projects Supporting this Focus Area
Parks
<ul style="list-style-type: none"> • Percival Landing Inspection and Repairs • Armory Creative Campus Design • Peace and Healing Park Design and Fertile Grounds
Transportation
<ul style="list-style-type: none"> • Downtown Bicycle Corridor

Economy

- A Stable and Resilient Economy
- Thriving, Independent and Locally Owned Businesses
- Economically Secure with Opportunities to Prosper

2022 CFP Projects Supporting this Focus Area

No Capital Projects in 2022

Environment

- A Leader on Climate Action
- Opportunities for a Daily Connection to Nature
- Protected Water Resources and Natural Areas

2022 CFP Projects Supporting this Focus Area

Storm and Surface Water

- Woodard Creek/Woodland Trail Fish Passage
- Downtown Flood Mitigation and Sea Level Rise

Parks

- Grass Lake Nature Trail

Neighborhoods

- Distinctive Places and Gathering Spaces
- Nearby Goods and Services
- Engaged in Community Decision Making
- Safe and Welcoming Places to Live

2022 CFP Projects Supporting this Focus Area

Transportation

- Sidewalk improvements

Parks

- LBA Woods interim improvements
- Ellis Cove Trail Repairs

Resources & Support

- Staffing & Training
- Process, Procedures & Planning
- Technology

2022 CFP Projects Supporting this Focus Area

No Capital Projects in 2022

New Projects

Parks, Arts and Recreation

Armory Creative Campus Design

- Focus Area: Economy
- Anticipated Result: Engage the community in a needs assessment and visioning for the main Armory building and maintenance shed

Peace and Healing Park Design at Fertile Groups

- Focus Area: Community Livability
- Anticipated Result: Allow the transition from conceptual planning into the design and engineering phase of park development

Lions Park Sprayground

- Focus Area: Neighborhoods
- Anticipated Result: Enhance recreational opportunities

Transportation

Fones Road Reconstruction

- Focus Area: Economy
- Anticipated Result: Enhanced bike lanes, sidewalks, planter strips and or stormwater swales, new lighting, crosswalk enhancements, a trail crossing improvement, a compact roundabout, an asphalt overlay, lane reconfiguration, and medians

Downtown Bicycle Corridor

- Focus Area: Downtown
- Anticipated Results: Improved safety and access for bicyclists in the Downtown

State Avenue Safety Improvements

- Focus Area: Community Livability
- Anticipated Results: Improved accessibility and safety for all users of the transportation system

Boulevard Road Trail Crossing

- Focus Area: Community Livability
- Anticipated Results: Improved accessibility and safety for all users of the transportation system

General Capital Facilities

Washington Center for the Performing Arts

- Focus Area: Economy
- Anticipated Result: Facility improvements and enhancements

ADA Accessibility Improvements at the Olympia Center

- Focus Area: Community Livability
- Anticipated Result: Improved accessibility to City buildings and facilities

Drinking Water

Small Diameter Water Main Replacement

- Focus Area: Public Health and Safety
- Anticipated Result: Replace small diameter substandard water pipes within the existing system

Aging Water Main Replacement

- Focus Area: Public Health and Safety
- Anticipated Result: Replace aging, substandard water mains

Cardinal Drive Water Main

- Focus Area: Public Health and Safety
- Anticipated Result: Design and construct a drinking water main extension along Cardinal Drive

Wastewater

Old Port 1 Lift Station Upgrade

- Focus Area: Public Health and Safety
- Anticipated Result: Enhance system reliability

Miller and Ann, Miller and Central Lift Station Improvements

- Focus Area: Public Health and Safety
- Anticipated Result: Enhance system reliability

Storm and Surface Water

Woodard Creek/Woodland Trail Fish Passage

- Focus Area: Environment
- Anticipated Result: Improve fish passage and reduce the need for maintenance

Downtown Flood Mitigation and Sea Level Rise

- Focus Area: Environment
- Anticipated Result: Prevention of tides from flowing up pipes and flooding low lying downtown streets

Waste ReSources

Waste ReSources Maintenance Facility Construction

- Focus Area: Public Health and Safety
- Anticipated Result: Facility planning, design and construction of the maintenance facility for the City's Waste ReSources Utility. The facility will be located on Carpenter Road within a few miles of the Thurston County Waste and Recovery Center.

Parks, Arts and Recreation Capital Projects



The 2022-2027 Financial Plan for Parks, Arts and Recreation is based on the Capital Investment Strategy adopted as part of the 2016 Parks, Arts and Recreation Plan. This strategy includes proposed projects and funding sources reviewed by the community and approved by City Council. Pulling projects from this road map of investments is a crucial first step in developing the capital budget. Work is currently underway to update the Parks Plan, including prioritizing park development projects by the community to include in an updated Capital Investment Strategy. The new plan will be completed by March 1, 2022, the State mandated deadline for grant eligibility.

Another critical step is to review the current project inventory in the Capital Asset Management Program (CAMP). Annually, one-third of the park system infrastructure is inspected, and the condition of facilities is scored. Based on the scoring, projects are then submitted for funding in the CFP.

Capital Project Funding Sources

Park capital projects are funded primarily by six sources:

1. Park impact fees
2. State Environmental Policy Act (SEPA) mitigation fees
3. Non-voted utility tax
4. Voted utility tax revenue from the Parks and Pathways Funding Measure
5. Olympia Metropolitan Park District (OMPD)
6. Grants

The general direction in the CFP is that new park development is funded through Park Impact fees, SEPA mitigation fees, Metropolitan Park District Funds, and grants. Land acquisition is funded primarily through the Voted Utility Tax and Non-voted Utility Tax.

Major maintenance and Americans with Disabilities Act (ADA) upgrades are funded through the Metropolitan Park District. Percival Landing annual inspections and maintenance reserves are also funded using Metropolitan Park District revenue.

Base Programs

The Parks, Arts and Recreation Chapter of the Capital Facilities Plan consists of seven program categories:

1. American with Disabilities Act Facility Upgrades
2. Capital Asset Management Program
3. Community Park Development
4. Neighborhood Park Development
5. Open Space Development
6. Percival Landing Major Maintenance and Reconstruction
7. Park Land Acquisition

Levels of Service Standards

Levels of Service Standards are the ratio of developed park land per 1,000 residents. This is how the City evaluates whether we need to acquire more park land or build more recreation facilities. The Capital Facilities Plan identifies the means by which the City finances new park acquisition and development. Park land acquisition and development is funded by a variety of sources including the Voted Utility Tax, OMPD revenue, Park Impact fees, SEPA mitigation fees, grants and donations.

The following table presents the existing and target levels of service standards from the 2016 Parks, Arts and Recreation (PAR) Plan. It shows that additional park land and development are needed if the target levels of service standards are to be met. In the category of Open Space, the existing ratio of parks to population is slightly higher than the target ratio. While this would appear to indicate no additional open space acquisition is needed, this is not the case; substantial population growth is projected during the plan's 20-year horizon. In order to meet the target level of service standard, the open space inventory will need to be substantially increased.

Existing & Target Levels of Service Standards for Parks*

2016 Parks, Arts & Recreation Plan			
Park Type	Existing Developed Acres	Existing Ratio	Target Ratio
		Acres/1,000	Acres/1,000
Neighborhood Parks	45.00	.71	0.67
Community Parks	144.00	2.30	2.63
Open Space	723.00	11.49	11.61

*For levels of service standard calculations, only developed parks are included.

Debt Service

In 2019, the City issued Limited-Term General Obligation (LTGO) bonds to refinance \$14 million used to purchase park land and an additional \$2 million for future park land purchases and/or capital development. The \$14 million was used to purchase 132.89 acres known as LBA Woods, 69 acres known as Kaiser Woods, 1.61 acres known as West Bay Woods and 83 acres known as the Yelm Highway parcel. This effort has been critical in helping the City achieve the goal of acquiring 500 new acres of park land. To date, the City has acquired 458 acres towards this 20-year goal, which was established as a component of the 2004 Voted Utility Tax ballot measure.

In 2022, the final installment payment of \$700,000 for the Yelm Highway Community Park property will be paid.

The costs identified in the two tables below represent debt service for those previous capital projects and/or acquisitions that were financed with debt. Debt service is an operational cost and is included in the City's Operating Budget. The debt service information is presented here in the CFP for informational purposes only.

Park Debt Service Costs - Property	2022	2023	2024	2025	2026	2027	Total
Yelm Highway Community Park Acquisition	\$700,000	\$0	\$0	\$0	\$0	\$0	\$700,000
2020 Bond – Refinance BAN	\$1,012,513	\$1,005,263	\$1,007,013	\$1,012,263	\$1,005,763	\$1,008,013	\$6,050,828
Total	\$1,712,513	\$1,005,263	\$1,007,013	\$1,012,263	\$1,005,763	\$1,008,013	\$6,750,828

Funding for Debt Service Costs	2022	2023	2024	2025	2026	2027	Total
Voted Utility Tax	\$1,712,513	\$1,005,263	\$1,007,013	\$1,012,263	\$1,005,763	\$1,008,013	\$6,750,828
Total	\$1,712,513	\$1,005,263	\$1,007,013	\$1,012,263	\$1,005,763	\$1,008,013	\$6,750,828

ADA Facility Upgrades (Program #0137)

Where is this project happening?

Southeast and West Olympia

Are there other CFP projects that impact this project?

N/A

Description

Many of Olympia's parks and associated facilities were constructed before the Americans with Disabilities Act (ADA) passed in 1990. In 2017, the City conducted an ADA assessment of its parks system. The assessment identified the various components within the parks that do not comply with current ADA regulations. The assessment reviewed all the park facilities, parking and access pathways and identified the modifications necessary to bring the components into compliance with ADA. These upgrades were prioritized, and an improvement plan was developed.

Project List

In 2022, funding is allocated for the following projects:

- **Lions Park Restroom and Parking Upgrades**
In coordination with the "Lions Park Sprayground (Community Park Development)", modifications will be made to the restroom, parking area and pathways.
- **Yauger Park Pathways and Restroom/Concession Building Improvements**
In coordination with the "Yauger Park Backstops Replacement (Capital Asset Management Program)", modifications will be made inside the restrooms and hand rails will be added to both sides of the ramp leading up to the building. Eight pathways throughout the park will be re-paved to improve access.

Why is this project a priority?

ADA regulations prohibit discrimination against individuals on the basis of disability and require local governments to make their facilities accessible for all. These requirements focus on providing accessibility by addressing and eliminating structural barriers associated with park facilities.

Is there a level of service standard or measurable outcome?

N/A

What Comprehensive Plan goals and policies does this project address?

This CFP reflects the goals and policies of the 2016 Parks, Arts and Recreation Plan and the following policy of the Olympia Comprehensive Plan:

- **Policy Public Health, Parks, Arts, and Recreation 10.1**
Enhance recreation opportunities for the Olympia area’s physically and mentally disabled populations.

ADA Facility Upgrades

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Yauger Park Pathways and Restroom/Concession Building Improvements	\$243,000	\$0	\$0	\$0	\$0	\$0	\$243,000
Lions Park Upgrades	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
LBA Park Pathway and Dugout Improvements	\$0	\$350,000	\$200,000	\$0	\$0	\$0	\$550,000
Parking Lot Improvements	\$0	\$0	\$0	\$200,000	\$0	\$0	\$200,000
Striping & Signage Improvements	\$0	\$0	\$0	\$0	\$60,000	\$0	\$60,000
Restroom Remodels	\$0	\$0	\$0	\$0	\$140,000	\$0	\$140,000
McGrath Woods Parking and Paths	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Bigelow Park Restroom, Parking and Paths	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
Percival Landing Parking and Ramps	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
Total	\$268,000	\$350,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,418,000
Funding Sources:							
Transfer from OMPD	\$268,000	\$350,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,418,000
Total	\$268,000	\$350,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,418,000

Community Park Development (Program #0310)

Where is this project happening?

Various locations Citywide

Are there other CFP projects that impact this project?

N/A

Description

Community parks are places for large-scale community use. Community parks include facilities such as athletic fields, picnic shelters, tennis courts, water access and other facilities.

Project List

In 2022, funding is requested for the following projects:

- **LBA Woods Improvements**
This project will enhance the existing trail network, add signage and trail connections, add a materials storage area and improve access to and through the park. Work began in 2021 and will be completed in 2022.
- **2022 Parks, Arts & Recreation Plan Development**
This project funds development of the 2022 Parks, Arts and Recreation Plan. Required to be updated every six years, the Parks Plan is a State requirement for grant eligibility. A major component of the plan includes developing a Capital Investment Strategy that outlines capital projects and their estimated costs, funding sources and timelines. *This project is identified here for informational purposes but is budgeted in the Parks, Arts and Recreation Operating Budget.*
- **Yelm Highway Community Park Design & Permitting**
The Master Plan will be completed in early 2022. This project includes the design of Phase 1 improvements at the park. Phase 1 improvements could include soccer fields, parking areas, restrooms, and other compatible improvements such as a playground, dog park and/or sport courts. Grants will be pursued to help fund the construction phase planned for 2024.
- **Peace and Healing Park (at Fertile Grounds) Development**
The property located at 911 Adams Street (also known as Fertile Grounds) was purchased for a future downtown park in March 2021. This park property was the host of Olympia's first Juneteenth event, and a primary theme for the future park will be acknowledging the history and accomplishments of some of our African American and Black community members from our region. Parks staff have been working with a stakeholder group to develop three conceptual designs, with a full public process in the fall of 2021 to develop a final vision for the property. Once a conceptual design is approved, this funding allocation will allow the department to transition from conceptual planning into the design and engineering phase of park development.

- **Armory Conceptual Design**

With the signing of the 2021 State budget, Governor Inslee directed the Washington State Military Department to transfer the Armory to Olympia at no cost, for use as “a community asset, dedicated to using the arts to support community development, arts education and economic development initiatives.” The Armory Conceptual Design and Business Plan project will engage the community in a needs assessment and visioning for the main Armory building and maintenance shed located on a full City block. The process also includes market analysis, physical space analysis, historic preservation and building code research, cost estimating, phasing, partnership and operational structure recommendations

- **Agri-Park Feasibility Study**

This study will explore the feasibility of developing an Agri-park in Olympia. An Agri-park is open space land preservation dedicated to educating community members about urban farming, regenerative agriculture, and local food production. *This project is identified here for informational purposes but is budgeted in the Parks, Arts and Recreation Operating Budget.*

Is there a level of service standard or measurable outcome?

- Target level of service standard (2016 Parks, Arts and Recreation Plan): 2.63 acres/1,000 population
- Existing Ratio (2016 Parks, Arts and Recreation Plan): 2.30 acres/1,000 population

What Comprehensive Plan goals and policies does this project address?

This CFP reflects the goals and policies of the 2016 Parks, Arts and Recreation Plan and the following policies of the Olympia Comprehensive Plan:

- **Policy Public Health, Parks, Arts, and Recreation 1.3**
Be responsive to emerging needs for programs, facilities and community events.
- **Policy Public Health, Parks, Arts, and Recreation 2.5**
Search for opportunities for mixed-use facilities and public/private partnerships.
- **Policy Public Health, Parks, Arts, and Recreation 9.2**
Provide programs and facilities that stimulate creative and competitive play for all ages.

Community Park Development

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Yelm Highway Community Park Master Plan & Design	\$150,000	\$400,000	\$0	\$0	\$0	\$0	\$550,000
Armory Creative Campus Redesign	\$476,774	\$0	\$0	\$0	\$0	\$0	\$476,774
Yelm Highway Community Park Construction	\$0	\$0	\$7,000,000	\$0	\$0	\$0	\$7,000,000
LBA Woods Interim Improvements	\$80,000	\$0	\$0	\$0	\$0	\$0	\$80,000
Peace and Healing Park Design (at Fertile Grounds)	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
Aquatic Facility Design	\$0	\$0	\$500,000	\$0	\$0	\$0	\$500,000
Total	\$1,206,774	\$400,000	\$7,500,000	\$0	\$0	\$0	\$9,106,774
Funding Sources:							
State Grants	\$0	\$0	\$1,350,000	\$0	\$0	\$0	\$1,350,000
Transfer from Impact Fees	\$730,000	\$400,000	\$3,650,000	\$0	\$0	\$0	\$4,780,000
Transfer from OMPD	\$250,000	\$0	\$2,500,000	\$0	\$0	\$0	\$2,750,000
Transfer from Voted Utility Tax	\$226,774	\$0	\$0	\$0	\$0	\$0	\$226,774
Total	\$1,206,774	\$400,000	\$7,500,000	\$0	\$0	\$0	\$9,106,774

Capital Asset Management Program (CAMP) (Program #0132)

Where is this project happening?

Various locations Citywide

Are there other CFP projects that impact this project?

- Citywide Asset Management Program

Description

Sustaining a maintenance fund for parks is as important as building new facilities. It is critical that future maintenance requirements are identified and funded concurrently with new construction, so the community is assured uninterrupted access to its inventory of public recreation facilities.

The Capital Asset Management Program (CAMP) incorporates a systematic inspection and criteria-based prioritization process for fixing park infrastructure. One-third of all park infrastructure is inspected annually by a City staff engineer and Park maintenance staff person.

With voter approval of the Olympia Metropolitan Park District and the Parks, Arts and Recreation Plan, funding for CAMP is targeted at \$750,000 per year. This stable and predictable funding source provides the foundation to schedule and make repairs. With new repair needs identified every year, the steady revenue source will improve the park Facility Condition Index (FCI) over time.

Project List

In 2022, funding is allocated for the following projects:

- **Yauger Park Backstops Replacement**
This project will remove and replace the backstops and dugouts at Yauger Park. An aging irrigation system on Field #4 will also be replaced. Design work was completed in 2021.
- **Karen Fraser Woodland Trail (KFWT) Trailhead Roof Repair**
The roof at the KFWT trailhead restroom off Eastside Street will be replaced due to water damage.
- **Karen Fraser Woodland Trail (KFWT) and Sunrise Park Trail Repairs**
Repace sections of the trails where tree roots have buckled the asphalt.
- **Ellis Cove Trail Repair**
Due to continual landslides along the Priest Point Park Ellis Cove Trail, more extensive work will need to be done to mitigate the slope movement to protect the trail alignment. A geotechnical consultant will provide a proposed design in 2022 with construction planned for 2023.
- **Watershed Park Boardwalks Replacement**
Existing trail boardwalks have deteriorated and need to be replaced.

- **LBA Ballfield #2 Renovation**

The renovation will include new backstops and dugouts, improved ADA accessibility to the field and common areas, replacement of aging irrigation components and reconditioning both infield and outfield surfaces. This project is partially funded by a \$350,000 State Recreation and Conservation Office (RCO) grant. Design work will be completed in 2022, with construction in 2023.

- **Replace Playground Fiber**

Engineered wood fiber playground surfacing will be added at the playgrounds to ensure the safety surfacing is at appropriate levels. Playgrounds throughout the park system will be inspected and filled as needed. *This project is identified here for informational purposes but is budgeted in the Parks, Arts and Recreation Operating Budget.*

Why is this project a priority?

CAMP is the maintenance backbone of Olympia’s park system. Funding maintenance is not glamorous, but it is essential to responsibly maintain public assets. CAMP is necessary to ensure that existing park facilities are rehabilitated and replaced as needed to maintain the park amenities community members expect. This program supports sustainability by extending the life of our park facilities. Deferred maintenance can result in unsafe conditions, closed facilities or additional maintenance costs.

Is there a level of service standard or measurable outcome?

The overall condition of the park system infrastructure is expressed in a Facility Condition Index (FCI) rating. The FCI shows what percentage of park infrastructure needs major maintenance. For 2020 the FCI rating was 17 percent, which represents \$7.2 Million of estimated major maintenance repairs.

What Comprehensive Plan goals and policies does this project address?

This CFP reflects the goals and policies of the 2016 Parks, Arts and Recreation Plan and the Olympia Comprehensive Plan.

- **Goal Public Health, Parks, Arts, and Recreation 6**

Olympia’s parks, arts and recreation system investments are protected.

- **Policy Public Health, Parks, Arts, and Recreation 6.1**

Continue to implement and refine the Citywide Asset Management Program to make sure the City’s public facilities remain functional and safe for as long as they were designed for.

- **Policy Public Health, Parks, Arts, and Recreation 6.5**

Establish a strategy for funding maintenance and operation of new park facilities before they are developed.

Capital Asset Management Program (CAMP)

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Yauger Park Backstops Replacement	\$756,625	\$0	\$0	\$0	\$0	\$0	\$756,625
Watershed Park Boardwalks Replacement	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Ellis Cove Trail Repairs	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
LBA Field #2 Renovation	\$100,000	\$750,000	\$0	\$0	\$0	\$0	\$850,000
KFWT & Sunrise Trail Repairs	\$80,000	\$0	\$0	\$0	\$0	\$0	\$80,000
KFWT Trailhead Roof Repair	\$80,000	\$0	\$0	\$0	\$0	\$0	\$80,000
LBA Main Irrigation Repair	\$65,000	\$0	\$0	\$0	\$0	\$0	\$65,000
LBA Ballfield Repairs	\$0	\$650,000	\$700,000	\$0	\$0	\$0	\$1,350,000
Heritage Fountain Surfacing	\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Yauger Park Shelter	\$0	\$0	\$400,000	\$0	\$0	\$0	\$400,000
LBA Shelter	\$0	\$0	\$0	\$300,000	\$0	\$0	\$300,000
PPP Septic	\$0	\$0	\$0	\$50,000	\$0	\$0	\$50,000
Decatur Woods Playground Replacement	\$0	\$0	\$0	\$350,000	\$0	\$0	\$350,000
PPP Carpenter Shop Remodel	\$0	\$0	\$0	\$50,000	\$300,000	\$0	\$350,000
LBA Parking Lot Rehabilitation	\$0	\$0	\$0	\$0	\$50,000	\$0	\$50,000
PPP Playground & Fall Protection Replacement	\$0	\$0	\$0	\$0	\$400,000	\$0	\$400,000
Yauger Parking Lot Rehabilitation	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
PPP Restroom #3 Replacement	\$0	\$0	\$0	\$0	\$0	\$350,000	\$350,000
Heritage Fountain Lighting Replacement	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
Total	\$1,181,625	\$1,500,000	\$1,100,000	\$750,000	\$750,000	\$750,000	\$6,031,625
Funding Sources:							
State Grants	\$0	\$350,000	\$350,000	\$0	\$0	\$0	\$700,000
Transfer from OMPD	\$1,181,625	\$1,150,000	\$750,000	\$750,000	\$750,000	\$750,000	\$5,331,625
Total	\$1,181,625	\$1,500,000	\$1,100,000	\$750,000	\$750,000	\$750,000	\$6,031,625

Neighborhood Park Development (Program #0111)

Where is this project happening?

East Olympia

Are there other CFP projects that impact this project?

N/A

Description

Neighborhood parks are an integral part of implementing the urban design strategy for Olympia's neighborhoods. Neighborhood parks are a common gathering place for families and children, and are a high priority for expanding Olympia's park system.

Project List

In 2022, funding is allocated for the following project:

- **Lions Park Sprayground**
This project will include construction of the sprayground and mechanical building, accessible walkways, parking improvements, implementation of stormwater infrastructure and pedestrian lighting. This project is partially funded by a \$500,000 State Recreation and Conservation Office (RCO) grant. Design work was completed in 2021 with construction in 2022.

Is there a level of service standard or measurable outcome?

- Target level of service standard (2016 Parks, Arts and Recreation Plan): 0.67 acres/1,000 population
- Existing Ratio (2016 Parks, Arts and Recreation Plan): 0.71 acres/1,000 population

What Comprehensive Plan goals and policies does this project address?

This CFP reflects the goals and policies of the 2016 Parks, Arts and Recreation Plan and the following goals and policies of the Olympia Comprehensive Plan:

- **Goal Public Health, Parks, Arts, and Recreation 1**
Unique facilities, public art, events and recreational programming encourage social interaction, foster community building and enhance the visual character and livability of Olympia.
 - **Policy Public Health, Parks, Arts, and Recreation 1.3**
Be responsive to emerging needs for programs, facilities and community events.
 - **Policy Public Health, Parks, Arts, and Recreation 10.6**
Provide convenient, safe, active, outdoor recreation experiences suited for families.

Neighborhood Park Development

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Lions Park Sprayground	\$1,220,000	\$0	\$0	\$0	\$0	\$0	\$1,220,000
Neighborhood Park Development	\$0	\$0	\$0	\$225,000	\$1,310,000	\$0	\$1,535,000
Total	\$1,220,000	\$0	\$0	\$225,000	\$1,310,000	\$0	\$2,755,000
Funding Sources:							
State Grants	\$450,000	\$0	\$0	\$0	\$500,000	\$0	\$950,000
Transfer from Impact Fees	\$770,000	\$0	\$0	\$225,000	\$775,000	\$0	\$1,770,000
Transfer from SEPA	\$0	\$0	\$0	\$0	\$35,000	\$0	\$35,000
Total	\$1,220,000	\$0	\$0	\$225,000	\$1,310,000	\$0	\$2,755,000
* Specific projects beyond 2022 will be identified in the upcoming 2022 Parks, Arts and Recreation Plan.							

Open Space Development (Program #0114)

Where is this project happening?

West Olympia

Are there other CFP projects that impact this project?

N/A

Description

Open space is property acquired to protect the special natural character of Olympia's landscape. Open Space includes trail corridors, forests, streams, wetlands and other natural features. Facility development includes trails and trailhead facilities that may include parking, restrooms, information kiosks and environmental education and interpretation facilities.

Project List

In 2022, funding is allocated for the following project:

- **Grass Lake Nature Park Trail Improvements**
This project will construct an asphalt multi-use trail through Grass Lake Nature Park from Kaiser Road to Harrison Avenue. A trailhead on Kaiser Road will improve parking and enhance access to this 172-acre park. This trail construction will be the first segment of the Capitol to Capitol Trail which is envisioned to connect Capitol Forest with the Washington State Capitol Campus. A \$467,990 State Recreation and Conservation Office grant was awarded for this project. Design and permitting was completed in 2021 and the trail is anticipated to be open to the public in late 2022.
- **Kaiser Woods Park**
This project will transform the currently undeveloped 68-acre parcel into an open space park for the community. The park will likely include dedicated mountain bike trails, walking trails, and a paved parking lot trailhead. Currently Olympia does not have any dedicated mountain bike trails in its park system. Design work will continue in 2022 with construction to begin in 2023.
- **West Bay Park Environmental Clean-Up Phase II**
The City received a Department of Ecology grant in 2006 to fund environmental clean-up at West Bay Park. When the first phase of the park was constructed in 2010, clean-up actions were completed within the construction area. This project focuses on the remaining undeveloped portions of the park and will continue work with a consultant and the Department of Ecology to complete a Remedial Investigation Feasibility Study report.
- **West Bay Park Master Plan**
In 2019, the City completed the Recreation, Trail & Restoration Analysis Report. In 2022, the City will expand on that planning process to complete the Park Master Plan.

Is there a level of service standard or measurable outcome?

- Target level of service standard (2016 Parks, Arts and Recreation Plan): 11.49 acres/1,000 population
- Existing Ratio (2016 Parks, Arts and Recreation Plan): 11.61 acres/1,000 population

What Comprehensive Plan goals and policies does this project address?

This CFP reflects the goals and policies of the 2016 Parks, Arts and Recreation Plan and the following goals and policies of the Olympia Comprehensive Plan:

- **Goal Public Health, Parks, Arts, and Recreation 4**
An urban trails system interconnects parks, schools, neighborhoods, open spaces, historical settings, neighboring jurisdictions' trails systems, important public facilities and employment centers via both on and off-street trails.
 - **Policy Public Health, Parks, Arts, and Recreation 4.1**
Coordinate with adjacent jurisdictions and State agencies to build a regional trail network and coordinated trail signage program that is consistent with the *Thurston Regional Trails Plan*.

Open Space Acquisition and Development

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
West Bay Park Environmental Clean-up Phase II	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
West Bay Park Master Plan	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000
Grass Lake Nature Park Trail Improvements	\$2,640,000	\$0	\$0	\$0	\$0	\$0	\$2,640,000
Kaiser Woods Park	\$150,000	\$711,910	\$0	\$0	\$0	\$0	\$861,910
West Bay Park Phase II Design	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
Total	\$2,905,000	\$711,910	\$0	\$1,000,000	\$0	\$0	\$4,616,910
Funding Sources:							
State Grants	\$293,720	\$0	\$0	\$0	\$0	\$0	\$293,720
Transfer from Impact Fees	\$1,832,705	\$213,825	\$0	\$1,000,000	\$0	\$0	\$3,046,530
Transfer from SEPA	\$20,000	\$64,552	\$0	\$0	\$0	\$0	\$84,552
Transfer from Voted Utility Tax	\$0	\$433,533	\$0	\$0	\$0	\$0	\$433,533
Use of Fund Balance	\$758,575	\$0	\$0	\$0	\$0	\$0	\$758,575
Total	\$2,905,000	\$711,910	\$0	\$1,000,000	\$0	\$0	\$4,616,910

* Specific projects beyond 2022 will be identified in the upcoming 2022 Parks, Arts and Recreation Plan.

Park Land Acquisition (Program #0135)

Where is this project happening?

Various locations Citywide

Are there other CFP projects that impact this project?

N/A

Description

The 2016 Parks, Arts & Recreation Plan identified acquisition of additional areas for Community Parks, Neighborhood Parks, and Open Space as important steps to providing adequate park and recreation spaces for a growing Olympia. Land acquisition funds are also used for pre-purchase investigations, as well as minimal actions necessary to make the property safe for public access and to protect sensitive areas on the property.

As directed in the 2016 Parks, Arts Recreation plan, Olympia Parks, Arts and Recreation Department (OPARD) has been very effective in using a combination of long-term debt, cash, donations, and grants to acquire 458 acres of new park land. These properties will play a critical role in meeting the needs of a growing population and will provide new opportunities for neighborhood parks, community parks and open space. The benefit of using long-term debt is that we are able to preserve the land now, while it is still available. The draw-back of this approach is that the City will be using nearly half of the Voted Utility Tax for Parks to pay the debt service for the next 20 years.

The park land acquisition program uses the one percent Non-Voted Utility Tax and the two percent Voted Utility Tax as primary funding sources. Estimated revenues available for land acquisition, after debt payments, are:

	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027
Non-Voted Utility Tax	\$851,257	\$859,798	\$868,477	\$877,297	\$443,131	\$443,131
Voted Utility Tax		\$794,524	\$809,942	\$822,141	\$846,378	\$844,128

More information on land acquisition debt, can be found in the introduction section of the Parks chapter.

Project List

In 2022, funding is allocated for the following:

- **Park Land Appraisals**
This project will fund appraisals and Environmental Site Assessments for potential park land properties.
- **Park Land Site Stabilization Plans (SSP)**
This project will pay for minor costs associated with newly purchased park land to ensure it is safe for public use. Work includes items such as: hazard tree evaluation and removal, boundary surveying, noxious weed inventory and removal and other minor improvements.

Why is this project a priority?

Additional park land is needed to meet the target outcome ratios established for parks.

Is there a level of service standard or measurable outcome?

A goal was set in the 2004 Voted Utility Tax ballot measure to acquire 500 acres of park land within twenty years. To date, we have purchased 458 acres.

What Comprehensive Plan goals and policies does this project address?

This CFP reflects the goals and policies of the 2016 Parks, Arts and Recreation Plan and the following policies of the Olympia Comprehensive Plan:

- **Policy Public Health, Parks, Arts, and Recreation 3.1**
Provide parks in close proximity to all residents.
- **Policy Public Health, Parks, Arts, and Recreation 3.4**
Identify and acquire future park and open space sites in the Urban Growth Area.
- **Policy Public Health, Parks, Arts, and Recreation 7.2**
Provide urban green spaces that are in people’s immediate vicinity and can be enjoyed or viewed from a variety of perspectives.
- **Policy Natural Environment 1.4**
Conserve and restore natural systems, such as wetlands and stands of mature trees, to contribute to solving environmental issues.
- **Policy Natural Environment 2.1**
Acquire and preserve land by a set of priorities that considers environmental benefits, such as stormwater management, wildlife habitat or access to recreation opportunities.

Park Land Acquisition							
Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Park Land SSPs	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$150,000
Park Land Appraisals	\$22,000	\$22,000	\$22,000	\$22,000	\$22,000	\$22,000	\$132,000
Yelm Highway Community Park Acquisition	\$700,000	\$0	\$0	\$0	\$0	\$0	\$700,000
Total	\$747,000	\$47,000	\$47,000	\$47,000	\$47,000	\$47,000	\$982,000
Funding Sources:							
Transfer from Voted Utility Tax	\$747,000	\$47,000	\$47,000	\$47,000	\$47,000	\$47,000	\$982,000
Total	\$747,000	\$47,000	\$47,000	\$47,000	\$47,000	\$47,000	\$982,000

Percival Landing Major Maintenance and Reconstruction (Program #0136)

Where is this project happening?

Port Plaza southward along the shoreline of Budd Inlet to its southern terminus at the 4th Avenue Bridge

Are there other CFP projects that impact this project?

N/A

Description

Percival Landing is one of the most popular destinations in the region, drawing a wide range of visitors to the waterfront and downtown. Percival Landing was constructed in three phases in the 1970s and 1980s and is exhibiting the effects of years of exposure to the harsh marine environment.

In 2004, the City began managing Percival Landing in two ways. The first is to maintain the boardwalk in a safe manner, until it can be replaced, and the second is to plan for its complete replacement.

To maintain the Landing, walk-through assessments of the Landing are conducted on an annual basis and every five years a complete assessment is performed. The five-year, in-depth assessments identify deficiencies needing repair and form the scope of work for the Percival Landing repair projects. The annual assessments monitor the Landing to make sure it is safe and operational.

Efforts to replace Percival Landing began in 2004. In 2007, a concept plan was completed for the entire length of Percival Landing. Phase I rehabilitation was the first section of the Landing to be replaced. Phase I was dedicated in August 2011 and extends from Water Street to Thurston Avenue. In 2019, a new bulkhead was installed in the area near 4th Avenue and Water Street. Also, the Sea Level Rise Response Plan was completed in 2019 and will have significant impacts on rebuilding Percival Landing, which has spurred a need to redesign the future reconstruction of Percival Landing.

Project List

In 2022, funding is allocated for the following:

- **Annual Inspection**
Each year a consultant is hired to inspect the condition of the boardwalk to ensure it is safe and accessible to the public. The inspection will be completed in fall, 2022. This project is identified here for informational purposes but is budgeted in the Parks, Arts and Recreation Operating Budget.
- **5-Year Inspection and Repairs**
Every 5 years a consultant is hired to prepare an in-depth assessment to identify deficiencies needing repair and form a scope of work for repair projects. The majority of the repairs will be completed in 2021.

- **Master Plan Update**

The City will hire a consultant to work with the community to update the Percival Landing Master Plan. The 2019 Sea Level Rise Response Plan reveals significant impacts on rebuilding Percival Landing.

Is there a level of service standard or measurable outcome?

The repair and replacement of the Percival Landing boardwalk is necessary to ensure public safety and will not affect the target outcome ratios.

What Comprehensive Plan goals and policies does this project address?

This CFP reflects the goals and policies of the 2016 Parks, Arts and Recreation Plan and the following policies of the Olympia Comprehensive Plan:

- **Goal Public Health, Parks, Arts, and Recreation 5**

A lively public waterfront contributes to a vibrant Olympia.

- **Policy Public Health, Parks, Arts, and Recreation 5.1**

Complete Percival Landing reconstruction and West Bay Park construction.

Percival Landing Major Maintenance and Reconstruction

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Annual Inspection	\$10,000	\$10,000	\$10,000	\$50,000	\$10,000	\$10,000	\$100,000
Master Plan Update	\$275,000	\$0	\$0	\$0	\$0	\$0	\$275,000
5-Year Inspection and Repairs	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Total	\$335,000	\$10,000	\$10,000	\$50,000	\$10,000	\$10,000	\$425,000
Funding Sources:							
Transfer from OMPD	\$335,000	\$10,000	\$10,000	\$50,000	\$10,000	\$10,000	\$425,000
Total	\$335,000	\$10,000	\$10,000	\$50,000	\$10,000	\$10,000	\$425,000

Long Term Needs & Financial Planning

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The scope, costs, and revenue projections are estimates. Timing for these projects may be impacted by the pace of growth and other factors. The projects are listed in the Parks, Art and Recreation Master Plan and are not in priority order.

7-20 Year Future Needs

Description	Cost	Probable Funding
Open Space/Trail Acquisitions	\$34,000,000	Voted Utility Tax, Non-Voted Utility Tax, OMPD, Grants
Armory Creative Campus	\$1,500,000	Voted Utility Tax, Non-Voted Utility Tax, Grants
Yelm Highway Community Park	\$3,500,000	Voted Utility Tax, Non-Voted Utility Tax, Grants
Karen Fraser Woodland Trail Phase III (Eastside to Henderson)	\$4,500,000	Voted Utility Tax, Non-Voted Utility Tax, Grants
West Bay Park and Trail Phase II	\$5,000,000	Voted Utility Tax, Non-Voted Utility Tax, Grants
Sunrise Park Shelter	\$200,000	Voted Utility Tax, Non-Voted Utility Tax, Grants
Percival Landing Phase 2	\$8,175,000	OMPD, Grants
Neighborhood Park Development	\$6,900,000	Impact Fees, Voted Utility Tax, Non-Voted Utility Tax, Grants
Upgrades to Existing Athletic Fields	\$700,000	OMPD, Grants
Neighborhood Park Acquisitions	\$2,000,000	OMPD, Grants
Community Center Feasibility Study	\$300,000	Impact Fees
Chambers Lake Development	\$2,000,000	Impact Fees, Grants
Watershed Park Trailhead	\$500,000	Impact Fees, Grants
Off-street Walking Connections	\$350,000	Impact Fees, Voted Utility Tax

Transportation Projects



The CFP brings the vision of the Olympia Comprehensive Plan to reality. The Comprehensive Plan transportation goals and policies emphasize building complete streets to support walking, biking, transit use, as well as automobile and freight movement. The Transportation Master Plan (TMP) accepted in 2021, describes the changes to our street system to meet the vision of the comprehensive plan. Projects shown here are drawn from the TMP.

Types of Projects

Our transportation system is comprised of more than 526 lane miles of streets along with signs, markings, signals, streetlights, roundabouts, bike lanes, sidewalks, and trees. A project is included in this plan because it either maintains the condition of a street or improves the function and safety of a street. Projects in this chapter are grouped into six programs:

1. Access and Safety includes curb access ramps, enhanced crosswalks and safety improvements.
2. Bicycle Improvements describes bike corridors and bike lane projects.
3. Intersection Improvements lists planned roundabouts and signals.
4. Major Street Reconstruction are streets that will be rebuilt with a broad range of multimodal improvements.

5. Sidewalks and Pathways lists planned sidewalks and bicycle and pedestrian short-cuts, or “pathways.”
6. Street Repair and Maintenance describes chip seal and asphalt overlay street resurfacing projects.

Project Planning and Prioritization

The projects shown in these programs come from several sources, but primarily the Transportation Master Plan.

The [Transportation Master Plan](#) (TMP) defines the transportation system we hope to build in the next 20 years, identifying prioritized projects for a range of transportation improvements. The TMP will be updated every six to eight years.

In the TMP, ranking criteria was used to prioritize many types of projects. Throughout the public engagement process for the TMP, the public showed support for the ranking methodologies and resulting project lists.

In addition to ranking methodologies, various other factors influence what projects are added to the CFP. Corridor studies evaluate issues and identify improvements in a specific area. Projects that result from these area-specific evaluations are typically added to the Major Street Reconstruction Program. A study of Martin Way is an example. Olympia, along with neighboring jurisdictions, is engaged in a study through 2022 that will identify the improvements to Martin Way that are needed in Olympia, Lacey and Thurston County.

The Street Safety Plan is a system-wide evaluation of the causes of collisions on our street system. The first Street Safety Plan was documented in 2020 and is expected to be updated every two years. Projects that address common risk factors are added to the CFP in the Access and Safety Program.

The City’s Pavement Management Program regularly evaluates the condition of street pavement. Based on the condition of the street, repair work such as chip sealing or crack sealing is scheduled. Some streets need more costly reconstruction and this work is coordinated with other needs along the street such as sidewalks.

Funding

Transportation projects in the CFP are funded by the City’s General Fund revenues, grants, the State Gas Tax, a tax on private utilities, impact fees, vehicle license fees, and Real Estate Excise Taxes (REET). This CFP assumes about \$20 million in grant funding to complete the projects in the 6-year timeframe.

One of the largest ongoing transportation-related expenses in the CFP is pavement management. Street repair, maintenance and reconstruction is typically funded with revenues from the gas tax, REET, grants and vehicle license fees.

Another area of significant funding is sidewalk construction. In 2004, Olympia voters approved the Parks and Recreation Facilities funding measure. The funding measure, referred to as “Parks and Pathways” is the primary source of funds for sidewalks and pathways. This revenue comes from the private utility tax levied on utilities such as electricity, telephones and natural gas. The tax is referred to as the Voted Utility Tax (VUT).

Transportation Concurrency and Impact Fees

The Washington State Growth Management Act (GMA) requires that cities plan for growth and provides two tools to help cities respond to increased residential and commercial transportation needs.

The GMA requires the City to plan for its share of growth by developing a Transportation Concurrency Program. The term “concurrency” means that as the city grows, the transportation system must be expanded concurrently with that growth. Our concurrency program evaluates the commercial and residential growth we expect to come to Olympia and estimates the number of trips that growth will generate. We then identify 20-years’ worth of transportation improvements that will help serve that growth. This process ensures that we are addressing the impacts of the new trips in our community by building transportation projects.

Olympia’s new Transportation Concurrency Program recognizes that as more people live and work in Olympia, we need to increase the share of trips made by walking, biking and transit. Our street system needs to be improved in ways that will support the use of these modes. Concurrency projects increase the multi-modal function of our street system by adding bike lanes, sidewalks, roundabouts and transit improvements. The transportation projects that are part of our concurrency program are drawn from this CFP and include:

- Fones Road Reconstruction
- US/101 West Olympia Access Project Design
- Martin Way Reconstruction
- Mottman Road Reconstruction
- Wiggins and Herman Intersection Improvement
- North and Cain Intersection Improvement
- Four miles of Bike Corridors
- Four miles of Sidewalks

Concurrency projects are paid for by several sources, including impact fees, General Fund revenues, grants and other sources. Transportation impact fees are collected as private development occurs. These fees help pay for projects that are needed to expand our system to serve anticipated new growth. The revenues collected are dependent on the amount and type of new construction in Olympia. The use of impact fees is shown in the funding tables for each program.

Debt Service

In May 2009, the Council agreed to fund a stimulus package for Harrison Avenue, Harrison Avenue Extension, Boulevard and Log Cabin roundabout and 18th Avenue from Hoffman Road to Fones Road. Funding was also needed to pay for a portion of the City’s Yelm Highway project. In 2010, the City issued non-voted debt for approximately \$6 million to complete major street capacity projects identified through the City’s Concurrency Review. The projects were completed in 2010 at a cost of \$18,861,000. The bonds were issued for a 20-year term with the annual debt service payment being funded with impact fees. Debt service is an operational cost and is therefore included in the City’s Operating Budget. For 2021, the annual debt service is \$436,813.

Access and Safety Improvements (Program #0633)

Where is this project happening?

Various locations Citywide

Are there other CFP projects that impact this project?

All other Transportation Programs

Description

The purpose of this program is to improve accessibility and safety for all users of the transportation system:

- Safety projects improve safety for one or more modes along a street or at intersections. Design treatments or “countermeasures” are determined based on an analysis of collisions.
- Enhanced crosswalks help pedestrians cross major streets. Improvements include bulb-outs, crossing islands, and/or flashing crosswalk beacons, among other treatments.
- Street accessibility projects remove barriers on walkways for persons with disabilities. Projects may include curb access ramps or audible pedestrian signals.

Project List

- **Safety Projects**
Enhancements to our streets to improve safety will be funded through this program.
 - State Avenue improvements from Pear Street to Chestnut Street
 - Boulevard Road and I-5 Trail crossing improvements
 - Citywide plastic striping project, includes bike safety markings on State Avenue from Tullis Street to Puget Street
 - Lilly Road Corridor Safety Predesign
- **Enhanced Crosswalk Projects**
 - Pacific Avenue between Weir Street and the Chehalis Western Trail
- **Street Accessibility Projects**
New and upgraded access ramps will be built as part of sidewalks, enhanced crosswalks, safety projects and asphalt overlays identified in this CFP. Of the over 5,600 access ramps throughout the City, 4,014 are missing or in need of being upgraded. These projects are prioritized and can be addressed as stand-alone projects as funds are available. Of the City’s 92 traffic signals, 17 have audible function for the visually impaired. As the remaining signals are replaced or upgraded, the audible function will be added.

Why is this project a priority?

Safety projects are identified through collision analysis and reflect the Street Safety Plan developed in 2020.

Enhanced crosswalks are needed to make walking safer and more inviting and were identified and prioritized in the draft Transportation Master Plan (TMP) planning process.

Street accessibility projects are needed to provide access to people with disabilities and to comply with Federal Accessibility Standards. A prioritized list of street access ramps was developed as part of the TMP planning process and has been integrated with the City's American Disabilities Act (ADA) Transition Plan.

Is there a level of service standard or measurable outcome?

None at this time.

What Comprehensive Plan goals and policies does this project address?

- **Goal Transportation 1**
All streets are safe and inviting for pedestrians and bicyclists. Streets are designed to be human scale, but also can accommodate motor vehicles, and encourage safe driving.
 - **Policy Transportation 1.6**
Build intersections that are safe for pedestrians, bicyclists and motor vehicles. Use minimum dimensions (narrow lanes and crossings) for a human-scale environment, while maintaining vehicle access and safety.
- **Goal Transportation 23**
Pedestrian crossing improvements remove barriers for walkers on major streets, especially wide streets with high vehicle volumes.
 - **Policy Transportation 23.1**
Build new streets and retrofit existing streets with crossing islands and “bulb-outs” to increase pedestrian safety.
 - **Policy Transportation 23.2**
Raise driver awareness of pedestrians at crosswalks on wide, high-volume streets using blinking lights, flags, signs, markings and other techniques.
 - **Policy Transportation 23.3**
Add safe, mid-block crossings for pedestrians to new and existing streets. This is especially important on major streets that have long distances between stoplights and those with high-frequency transit service.
 - **Policy Transportation 23.6**
Consider the needs of the elderly and disabled in all crosswalk design and signal timing.

Access and Safety Improvements

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Program #2055G State Avenue Safety Improvements	\$714,200	\$0	\$0	\$0	\$0	\$0	\$714,200
Program #2102G Citywide Plastic Striping	\$800,000	\$0	\$0	\$0	\$0	\$0	\$800,000
Program #TBD Boulevard Road Trail Crossing	\$893,607	\$0	\$0	\$0	\$0	\$0	\$893,607
Program #TBD Lilly Road Corridor Safety Predesign	\$0	\$0	\$75,000	\$75,000	\$0	\$0	\$150,000
Program #TBD Pacific Avenue Enhanced Crosswalks	\$0	\$0	\$0	\$0	\$100,000	\$400,000	\$500,000
Total	\$2,407,807	\$0	\$75,000	\$75,000	\$100,000	\$400,000	\$3,057,807
Funding Sources:							
Federal Grants	\$714,200	\$0	\$0	\$0	\$0	\$0	\$714,200
State Grants	\$893,607	\$0	\$0	\$0	\$0	\$0	\$893,607
Use of Fund Balance	\$800,000	\$0	\$75,000	\$75,000	\$100,000	\$400,000	\$1,450,000
Total	\$2,407,807	\$0	\$75,000	\$75,000	\$100,000	\$400,000	\$3,057,807

Long Term Needs & Financial Planning (Program #0633)

The following table lists future capital projects expected to occur in 7-20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

These projects are drawn from the Transportation Master Plan and Street Safety Plan. Planning level estimates and probable funding sources will be determined over the coming years. Timing for these projects may be impacted by the pace of growth and other factors.

7-20 Year Future Needs

Description	Cost	Probable Funding
Safety Projects		
Harrison Avenue and Kenyon Street pedestrian safety improvements	TBD	State and Federal Grants, REET
Boulevard Road and I-5 Bike Trail crossing improvement	TBD	State and Federal Grants, REET
Harrison Avenue and Division Street pedestrian safety improvements	TBD	State and Federal Grants, REET
Cooper Point Road and Harrison Avenue protected bike intersection improvements	TBD	State and Federal Grants, REET
4th Avenue and Plum Street bike and pedestrian safety improvements	TBD	State and Federal Grants, REET
Plum Street and 5th Avenue pedestrian safety improvement	TBD	State and Federal Grants, REET
Plum Street and 8th Avenue bike and pedestrian safety improvements	TBD	State and Federal Grants, REET
Lilly Road and Ensign Road pedestrian safety improvements	TBD	State and Federal Grants, REET
Division Street and Conger Avenue bike and pedestrian safety improvements	TBD	State and Federal Grants, REET
Henderson Boulevard and North Street safety improvements; roundabout	TBD	State and Federal Grants, REET
Herman Road and Chehalis Western Trail crossing improvement	TBD	State and Federal Grants, REET
14th Avenue/Road 65/20th Avenue speed management and corridor safety improvements	TBD	State and Federal Grants, REET
Bethel Street speed management and corridor safety improvements	TBD	State and Federal Grants, REET
Lilly Road and Martin Way pedestrian and bike safety improvements	TBD	State and Federal Grants, REET
State Avenue and Columbia Street pedestrian and bike safety improvements	TBD	State and Federal Grants, REET
4th Avenue and Columbia Street pedestrian safety improvements	TBD	State and Federal Grants, REET

7-20 Year Future Needs

Description	Cost	Probable Funding
Adams Street and Legion Way intersection improvements	TBD	State and Federal Grants, REET
8th Avenue and Jefferson Street intersection improvements	TBD	State and Federal Grants, REET
Cooper Point Road at the Yauger Skate Park safety improvements	TBD	State and Federal Grants, REET
Enhanced Crosswalks		
Cooper Point Road between Capitol Mall Drive and Black Lake Boulevard (potentially two locations)	TBD	State and Federal Grants, REET
Cooper Point Road between Mall Loop Drive and Capitol Mall Drive	TBD	State and Federal Grants, REET
Cooper Point Road between Black Lake Boulevard and Westhills Office Park Driveway	TBD	State and Federal Grants, REET
Lilly Road south of Mary Elder Drive (near Johanns Medical Park)	TBD	State and Federal Grants, REET
Harrison Avenue between Yauger Way and Safeway driveways (possibly two locations)	TBD	State and Federal Grants, REET
Pacific Avenue in the area of Poplar Street and Weir Street (possibly two locations)	TBD	State and Federal Grants, REET
Cooper Point Road between Safeway driveways	TBD	State and Federal Grants, REET
Cooper Point Road northwest of Caton Way (possibly two locations)	TBD	State and Federal Grants, REET
Martin Way between Pattison Street and Ensign Road	TBD	State and Federal Grants, REET
Pacific Avenue between Steele Street and Dehart Drive (possibly three locations)	TBD	State and Federal Grants, REET
Harrison Avenue between Kenyon Street and existing crossing island (possibly three locations)	TBD	State and Federal Grants, REET
Multiple enhanced crosswalks along Martin Way will be addressed with the Martin Way Reconstruction Project.	TBD	State and Federal Grants, REET

Bicycle Improvements (Program #0200)

Where is this project happening?

Various locations Citywide

Links to Other Projects or Facilities

All other Transportation Programs

Description

The purpose of this program is to complete elements of the bicycle network:

- Bike corridors are low-volume neighborhood streets improved for bicycle travel.
- Bike lanes and enhanced bike lanes are five-foot wide lanes, on major streets, sometimes enhanced with a buffer or barrier.
- Other improvements such as crossings and pathways will help complete the low-stress bicycle network.

Projects

The Transportation Master Plan (TMP) informs the project lists shown here. These projects were identified and prioritized through the TMP planning process.

- Bike Corridor projects:
 - Downtown to I-5 Trail bike corridor
 - Northwest and Southwest Neighborhood bike corridors

Why is this project a priority?

A bike lane network on major streets provides bicyclists direct access to destinations. Bike corridors and enhanced bike lanes are part of a network of low-stress streets that serve bicyclists of all ages and abilities. See the Transportation Master Plan for more background on the low-stress bicycle network.

Is there a level of service standard or measurable outcome?

We are monitoring the percentage of arterials and major collectors that are “complete streets,” providing bike lanes and sidewalks. Currently 59 percent of these streets have bike lanes.

What Comprehensive Plan goals and policies does this project address?

- **Goal Transportation 25**
Bicycling is safe and inviting, and many people use their bikes to both travel and stay active.
 - **Policy Transportation 25.1**
Retrofit streets to provide safe and inviting bicycle facilities. Use the Bicycle Master Plan (2009) to guide facilities development but look for other opportunities to provide bicycle facilities where possible.
- **Goal Transportation 1**
All streets are safe and inviting for pedestrians and bicyclists. Streets are designed to be human scale, but also can accommodate motor vehicles, and encourage safe driving.
 - **Policy Transportation 1.1**
Retrofit major streets to be human scale and include features to make walking, biking and transit use safe and inviting.
- **Goal Transportation 2**
As new streets are built and existing streets are reconstructed, add multimodal features as specified in the City of Olympia Engineering Design and Development Standards.
 - **Policy Transportation 2.1**
Build arterial streets to serve as primary routes connecting urban centers and the regional transportation network. Include bike lanes, sidewalks, planter strips, pedestrian-crossing features and other amenities that support pedestrian comfort and safety.
 - **Policy Transportation 2.2**
Build major collector streets to connect arterials to residential and commercial areas. Include bike lanes, sidewalks, planter strips and pedestrian-crossing features.

Bike Improvements

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Project #TBD Downtown Bike Corridor	\$150,000	\$750,000	\$0	\$0	\$0	\$0	\$900,000
Project #TBD NW and SW Bike Corridor	\$0	\$200,000	\$500,000	\$0	\$0	\$0	\$700,000
Total	\$150,000	\$950,000	\$500,000	\$0	\$0	\$0	\$1,600,000
Funding Sources:							
Transfer from REET	\$150,000	\$950,000	\$500,000	\$0	\$0	\$0	\$1,600,000
Total	\$150,000	\$950,000	\$500,000	\$0	\$0	\$0	\$1,600,000

Long Term Needs & Financial Planning (Program #0200)

The following table lists future capital projects expected to occur in 7-20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The following projects are identified in the Transportation Master Plan. Planning level estimates and probable funding sources will be determined over the coming years. Timing for these projects may be impacted by the pace of growth and other factors.

7-20 Year Future Needs

Description	Cost	Probable Funding
Olympia-Prospect - Fir bike corridor	TBD	State and Federal Grants, REET, Impact Fees
Tullis - Quince - Reeves Middle School bike corridor	TBD	State and Federal Grants, REET, Impact Fees
Pear Street bike corridor connection	TBD	State and Federal Grants, REET, Impact Fees
Eskridge- Lybarger bike corridor	TBD	State and Federal Grants, REET, Impact Fees
10th - Union Avenue - Wilson bike corridor	TBD	State and Federal Grants, REET, Impact Fees
Kempton bike corridor	TBD	State and Federal Grants, REET, Impact Fees
McKenny Elementary bike corridor	TBD	State and Federal Grants, REET, Impact Fees

Intersection Improvements (Program #0420)

Where is this project happening?

Various locations Citywide

Links to Other Projects or Facilities

All other Transportation Programs

Description

These projects improve the safety and function of intersections for people walking, biking and driving. Projects may include roundabouts or traffic signals. Projects may address improved access and priority for transit, such as queue jump lanes or bus-only signals. Projects will typically include curb access ramps and may include sidewalk and bike lane connections, lighting, and landscaping consistent with City standards. Traffic signal upgrades will include audible devices for the visually impaired. A range of technological improvements for traffic signals may be funded through this program such as fiber optic installation, new controllers, or detection cameras.

Projects

In this six-year period, design will begin on the following projects:

- Wiggins Road and Herman Street roundabout
- Cain Road and North Street roundabout
- Division Street and Elliott Avenue roundabout

Why is this project a priority?

Projects are identified in the Transportation Master Plan (TMP). See the TMP Webpage for more background.

Is there a level of service standard or measurable outcome?

No measurable outcome has been identified for intersections.

What Comprehensive Plan goals and policies does this project address?

- **Policy Transportation 1.6**
Build intersections that are safe for pedestrians, bicyclists and motor vehicles. Use minimum dimensions (narrow lanes and crossings) for a human-scale environment, while maintaining vehicle access and safety.
- **Policy Transportation 8.5**
Consider roundabouts instead of signals at intersections to maintain traffic flow.
- **Policy Transportation 23.4**
Design intersections to make pedestrian crossing safety a priority: minimize width, increase pedestrian visibility and reduce curb radii (sharper corners instead of broad sweeping curves).
- **Policy Transportation 28.1**
Make it a high funding priority to enhance the operational efficiency of the City's transportation system.

Intersection Improvements

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Program #TBD Wiggins Road and Herman Street Roundabout	\$0	\$0	\$0	\$100,000	\$100,000	\$0	\$200,000
Program #TBD Cain Road and North Street Roundabout	\$0	\$0	\$0	\$0	\$0	\$90,000	\$90,000
Program #TBD Division Street and Elliott Avenue Roundabout	\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Total	\$0	\$100,000	\$0	\$100,000	\$100,000	\$90,000	\$390,000
Funding Sources:							
Transfer from Impact Fees	\$0	\$100,000	\$0	\$100,000	\$100,000	\$90,000	\$390,000
Total	\$0	\$100,000	\$0	\$100,000	\$100,000	\$90,000	\$390,000

Long Term Needs & Financial Planning

The following table lists future capital projects expected to occur in 7-20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The following projects are identified in the Transportation Master Plan. Planning level estimates and probable funding sources will be determined over the coming years. Timing for these projects may be impacted by the pace of growth and other factors.

7-20 Year Future Needs

Description	Cost	Probable Funding
4th Avenue and Pacific Avenue roundabout	TBD	State and Federal grants, Gas Tax, SEPA funds, Impact fees
Boulevard Road and Pacific Avenue roundabout	TBD	State and Federal grants, Gas Tax, SEPA funds, Impact fees
9th Avenue and Black Lake Boulevard roundabout	TBD	State and Federal grants, Gas Tax, SEPA funds, Impact fees
9th Avenue and Fern Street roundabout	TBD	State and Federal grants, Gas Tax, SEPA funds, Impact fees
Eastside Street and Union Avenue roundabout	TBD	State and Federal grants, Gas Tax, SEPA funds, Impact fees
Henderson Boulevard and North Street roundabout	TBD	State and Federal grants, Gas Tax, SEPA funds, Impact fees

Major Street Reconstruction (Program #0600)

Where is this project happening?

Various locations Citywide

Links to Other Projects or Facilities

All other Transportation Programs

Description

These are multimodal improvement projects with many elements, typically including bike lanes, sidewalks, pedestrian crossing improvements, access ramps, intersection improvements, resurfacing, landscaping, and lighting. These projects draw from many funding sources and are significant in scope. By combining many elements, the City can address multiple transportation goals at once and achieve economies of scale in construction.

Projects

- Fones Road from Pacific Avenue to 18th Avenue. Scope includes enhanced bike lanes, sidewalks, planter strips and or stormwater swales, new lighting, crosswalk enhancements, a trail crossing improvement, a compact roundabout, an asphalt overlay, lane reconfiguration, and medians. Planned for 2022/2023 construction. Project scope is based on 2018/2019 Fones Road predesign study.
- Mottman Road from Mottman Court to South Puget Sound Community College (SPSCC). Scope includes sidewalk and lighting on one side, bike lanes on both sides, and asphalt overlay. This is a partnership with the City of Tumwater and includes legislatively-approved Connecting Washington funding.
- US 101/West Olympia Access Project. Scope includes new access ramps to US 101 at Kaiser Road and at Yauger Way. The initial funding for this project will complete the design, environmental permit and mitigation work, and right-of-way acquisition. Project scope is based on 2010 West Olympia Access Study.
- Wiggins Road from 27th Avenue to South City Limits. Tentative scope includes relocating ditch or building underground stormwater conveyance, and adding a sidewalk and bike lane or a shared use path to at least one side of the street. This is a cooperative project with the Stormwater Utility. The funding shown here will be for design of the project.

Why is this project a priority?

These projects are identified in the Transportation Master Plan (TMP) and the City's Pavement Management Program. See the TMP for more background.

Is there a level of service standard or measurable outcome?

No measurable outcome has been identified for Major Street Reconstruction Projects.

What Comprehensive Plan goals and policies does this project address?

- **Goal Transportation 1**

All streets are safe and inviting for pedestrians and bicyclists. Streets are designed to be human scale, but also can accommodate motor vehicles and encourage safe driving.

 - **Policy Transportation 1.1**

Retrofit major streets to be human scale and include features to make walking, biking and transit use safe and inviting.
- **Goal Transportation 2**

As new streets are built and existing streets are reconstructed, add multimodal features as specified in the City of Olympia Engineering Design and Development Standards.

 - **Policy Transportation 2.1**

Build arterial streets to serve as primary routes connecting urban centers and the regional transportation network. Include bike lanes, sidewalks, planter strips, pedestrian-crossing features and other amenities that support pedestrian comfort and safety.
 - **Policy Transportation 2.2**

Build major collector streets to connect arterials to residential and commercial areas. Include bike lanes, sidewalks, planter strips and pedestrian-crossing features.
- **Goal Transportation 16**

Streets are public space, where people want to be.

 - **Policy Transportation 16.1**

Design streets to enhance the sense of place of a neighborhood or district.

Major Street Reconstruction

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Program #1928G Fones Road	\$4,000,000	\$10,887,768	\$0	\$0	\$0	\$0	\$14,887,768
Program #TBD Mottman Road	\$100,000	\$900,000	\$1,000,000	\$3,000,000	\$5,714,500	\$0	\$10,714,500
Program #TBD US 101/West Olympia Access Project Design	\$0	\$1,000,000	\$4,000,000	\$1,000,000	\$0	\$0	\$6,000,000
Program #TBD Wiggins Road	\$0	\$0	\$0	\$0	\$0	\$1,500,000	\$1,500,000
Total	\$4,100,000	\$12,787,768	\$5,000,000	\$4,000,000	\$5,714,500	\$1,500,000	\$33,102,268
Funding Sources:							
Federal Grants	0	\$2,887,768	0	0	0	0	\$2,887,768
State Grants	\$0	\$2,000,000	\$4,000,000	\$0	\$5,714,500	\$0	\$11,714,500
Other Financing Sources	0	\$2,000,000	0	0	0	0	\$2,000,000
Transfer from Impact Fees	\$1,000,000	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$3,000,000
Transfer from REET	\$100,000	\$2,900,000	\$1,000,000	\$3,000,000	\$0	\$1,500,000	\$8,500,000
Transfer from TBD	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$2,000,000
Transfer from Voted Utility Tax	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$3,000,000
Total	\$4,100,000	\$12,787,768	\$5,000,000	\$4,000,000	\$5,714,500	\$1,500,000	\$33,102,268

Long Term Needs & Financial Planning

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The following projects are identified in the Transportation Master Plan. Planning level estimates and probable funding sources will be determined over the coming years. Timing for these projects may be impacted by the pace of growth and other factors.

7-20 Year Future Needs

Description	Cost	Probable Funding
Martin Way from Phoenix Street to Lilly Road. Tentative scope will include enhanced bike lanes, sidewalks, planter strips and or stormwater swales, new lighting, crosswalk enhancements and medians. The Martin Way Corridor Study (to be completed in 2022) will identify improvements.	TBD	State and Federal grants, REET, Impact Fees, TBD revenues, Voted Utility Tax revenues
Capitol Way from State Avenue to Union Avenue. Tentative scope includes lane removal, lane reconfiguration, widened sidewalks and or pedestrian zone, upgraded landscaping, crosswalk enhancements, and bus stop enhancements. Scope based on 2018/2019 Downtown Street Improvement Project scoping and 2016 Greening Capitol Way Study.	TBD	State and Federal grants, REET, Impact Fees, TBD revenues, Voted Utility Tax revenues
Washington Street from Legion Way to Market Street. Scope includes lane removal, enhanced bike lanes, curb and sidewalk reconstruction and new landscaping. Scope based on 2018/2019 Downtown Street Improvement Project scoping.	TBD	State and Federal grants, REET, Impact Fees, TBD revenues, Voted Utility Tax revenues

Sidewalks and Pathways (Program #0626)

Where is this project happening?

Various locations Citywide

Links to Other Projects or Facilities

All other Transportation Programs

Description

The purpose of this program is to:

- Construct new sidewalks on at least one side of arterials, major collectors, and neighborhood collectors.
- Construct pathways for pedestrians and bicyclists. Pathways are non-motorized short-cuts that link streets to parks, schools, trails and other streets.
- Maintain and repair sidewalks and pathways.

These projects are identified and prioritized in the Transportation Master Plan.

Project List

- Sidewalk Projects
 - Elliott Avenue from Division Street to Crestline Avenue
 - Boulevard Road from 15th Avenue to 22nd Avenue and between Log Cabin Road and Boulevard Heights Loop
 - Eastside Street/22nd Avenue from Fir Street to I-5
- Pathways Projects
 - San Mar Drive Pathway from San Mar Drive to the Chehalis Western Trail
 - Coulter Street Pathway from Coulter Street to the Chehalis Western Trail
 - Bing Street Pathway from Jackson Avenue to Harrison Avenue commercial area
 - Vista Avenue Pathway from Vista Avenue to Washington Middle School
- Sidewalk and Pathways Program Administration

Why are these projects a priority?

Pathways provide bicyclists and pedestrians more safe and direct off-street routes within neighborhoods. By completing sidewalks on major streets people are safer and more comfortable walking for transportation and recreation. Sidewalk and pathway repair and maintenance is needed to ensure the safety and function of these facilities. See the TMP Webpage for more background.

Is there a level of service standard or measurable outcome?

We are monitoring the percentage of arterials and major collectors that are “complete streets,” providing sidewalks and bike lanes. Currently 76 percent of these streets have sidewalks on at least one side. Our target is 100 percent. There is no measurable outcome for pathways.

What Comprehensive Plan goals and policies does this project address?

- **Goal Transportation 6**
Pathways enhance the transportation network by providing direct and formal off-street routes for bicyclists and pedestrians.
 - **Policy Transportation 6.1**
Establish and improve pathways in existing built areas.
- **Goal Transportation 21**
Walking is safe and inviting, and more people walk for transportation.
 - **Policy Transportation 21.3**
Build new streets and retrofit existing streets to be more inviting for walking with sidewalks, crossing improvements and streetscape enhancements.
- **Goal Transportation 22**
Sidewalks make streets safe and inviting for walking.
 - **Policy Transportation 22.2**
Focus City sidewalk construction on major streets, where heavy traffic volumes and speeds make it difficult for walkers to share space with motor vehicles. Prioritize sidewalk construction projects based upon street conditions, transit routes and the proximity to destinations such as schools.

Sidewalks and Pathways

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Program #1036G Sidewalk Program Administration	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,200,000
Program #1950G Elliott Avenue Sidewalk	\$0	\$0	\$2,800,000	\$0	\$0	\$0	\$2,800,000
Program #TBD Boulevard Road Sidewalk	\$0	\$0	\$0	\$200,000	\$200,000	\$0	\$400,000
Program #TBD Eastside Street and 22nd Avenue Sidewalk	\$0	\$0	\$0	\$200,000	\$200,000	\$0	\$400,000
Program #TBD San Mar Drive Pathway	\$0	\$0	\$100,000	\$0	\$0	\$0	\$100,000
Program #TBD Coulter Street Pathway	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Program #TBD Bing Street Pathway	\$0	\$0	\$0	\$100,000	\$100,000	\$0	\$200,000
Program #TBD Vista Avenue Pathway	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
Total	\$200,000	\$200,000	\$3,100,000	\$700,000	\$700,000	\$300,000	\$5,200,000
Funding Sources:							
Transfer from Voted Utility Tax	\$200,000	\$200,000	\$3,100,000	\$700,000	\$700,000	\$300,000	\$5,200,000
Total	\$200,000	\$200,000	\$3,100,000	\$700,000	\$700,000	\$300,000	\$5,200,000

Long Term Needs & Financial Planning

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The following projects are identified in the Transportation Master Plan. Planning level estimates and probable funding sources will be determined over the coming years. Timing for these projects may be impacted by the pace of growth and other factors.

7-20 Year Future Needs

Description	Cost	Probable Funding
Sidewalk Projects		
Fir Street from Bigelow Avenue to Pine Avenue	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees
Division Street from Walnut Road to 28th Avenue	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees
Cooper Point Road from Conger Avenue to 28th Avenue	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees
Martin Way from Pattison Street to Lilly Road	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees
28th Avenue from Cooper Point Road to Division Street	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees
Kaiser Road from Harrison Avenue to 5th Avenue	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees
McPhee Road from Harrison Avenue to Capitol Mall Drive	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees
18th Avenue from Wilson Street to Steele Street	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees
Stoll Road from Stoll Road to Lilly Road	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees

7-20 Year Future Needs

Description	Cost	Probable Funding
Thurston Avenue from Washington Street to Franklin Street	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees
Wilson Street from 22nd Avenue to 18th Avenue	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees
20th Avenue from Cooper Crest Street to Cooper Point Road	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees
14th Avenue from Kaiser Road to Cooper Point Road	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees
Pathway Projects		
Orange Street from Orange Street to Hazard Lake Place	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees
Morse Road from Morse Road to Washington Middle School	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees
Shelburne Court from Shelburne Court to Rejoice Way	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees
Langridge Loop North from Langridge Loop (north segment) to Ethel Street Pathway	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees
Langridge Loop South from Fox Run Drive to Langridge Loop (north segment)	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees
Raintree Court from Raintree Court to Nut Tree Loop Pathway South	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees
Nut Tree Loop South from Nut Tree Loop to Raintree Court	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees
Nut Tree Loop North from Nut Tree Loop to Raintree Court	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees

7-20 Year Future Needs

Description	Cost	Probable Funding
Walnut Loop from Ethel Street Pathway to Walnut Loop (west segment)	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees
Sherwood Drive East from Sherwood Drive to Washington Middle School	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees
Sherwood Drive West from Sherwood Drive to Washington Middle School	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees
Capital High School to Evergreen Villages Apartments	TBD	State and Federal grants, Voted Utility Tax revenues, Impact Fees

Street Repair and Reconstruction (Program #0599)

Where is this project happening?

Various locations Citywide

Are there other CFP projects that impact this project?

All other Transportation Programs

Description

This program addresses street repair and maintenance projects that preserve the condition of our streets by sealing cracks, resurfacing with a chip seal and asphalt overlays. Major Reconstruction projects also include asphalt overlays but are listed in a separate program.

Project List

- **Franklin Street Improvements**
- **Pavement Management Administration**
- **Crack seal projects**
Various streets, identified annually
- **Chip seal projects**
 - 11th Avenue from Capitol Way to Jefferson Street
 - Jefferson Street from 11th Avenue to 7th Avenue
 - Puget Street from Yew Avenue to San Francisco Avenue
 - Pacific Avenue from Phoenix Street to City Limits
 - Sleater Kinney Road, full length within City Limits
 - Central Street from 11th Avenue to 4th Avenue
 - 4th Avenue from McCormick Street to Fredrick Street
 - Capitol Way from State Avenue to City Limits
- **Asphalt Overlay Projects**
 - State Avenue from Central Street to Wilson Street
 - Minor Paving Projects at various locations

Why is this project a priority?

The City uses a pavement condition rating system to evaluate the condition of our street surfaces. Depending upon the level of deterioration, a project may require minor preservation work or full reconstruction. The emphasis in this program is to preserve the condition of a street before it deteriorates to a point that more costly full reconstruction is needed.

The pavement management system methodology is being updated in 2021 and 2022. The new methodology and resulting pavement condition ratings may change the projects shown here.

Is there a level of service standard or measurable outcome?

The pavement condition is rated on every street in the City, ranging from 0-100 (with 0 being the worst and 100 being the best). A segment of street with a rating of 49 or below is poor; 50-69 is fair; 70-100 is good. The average pavement condition-rating target is 75. The current system rating is 67.

What Comprehensive Plan goals and policies does this project address?

- **Goal Transportation 29**

The transportation system is maintained at the lowest life-cycle cost to maximize the City's investment in its infrastructure.

- **Policy Transportation 29.1**

Schedule regular maintenance of the City's transportation system for efficiency and greater predictability, and to reduce long-term cost.

- **Policy Transportation 29.2**

Protect street pavement by resurfacing streets with low-cost treatments before they deteriorate to a point that requires major reconstruction.

Street Repair and Reconstruction

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Program #CF68 Pavement Management Administration	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,200,000
Program #1463G Franklin Street Improvements	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Program #TBD Annual Chip Seal	\$1,000,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$8,500,000
Program #TBD Annual Crack Seal	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,500,000
Program #TBD Minor Paving Projects	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000
Program #TBD State Avenue Asphalt Overlay	\$0	\$0	\$0	\$1,500,000	\$0	\$0	\$1,500,000
Total	\$2,000,000	\$1,950,000	\$1,950,000	\$3,450,000	\$1,950,000	\$1,950,000	\$13,250,000
Funding Sources:							
Transfer from REET	\$950,000	\$450,000	\$200,000	\$200,000	\$450,000	\$450,000	\$2,700,000
Transfer from TBD	\$1,050,000	\$1,500,000	\$1,500,000	\$3,000,000	\$1,500,000	\$1,500,000	\$10,050,000
Use of Fund Balance	\$0	\$0	\$250,000	\$250,000	\$0	\$0	\$500,000
Total	\$2,000,000	\$1,950,000	\$1,950,000	\$3,450,000	\$1,950,000	\$1,950,000	\$13,250,000

Long Term Needs & Financial Planning (Program #0599)

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The following projects are identified in the Transportation Master Plan. Planning level estimates and probable funding sources will be determined over the coming years. Timing for these projects may be impacted by the pace of growth and other factors.

7-20 Year Future Needs

Description	Cost	Probable Funding
Chip Seal Projects		
Harrison Avenue from Yauger Way to Division Street	TBD	State and Federal grants, REET, TBD revenues
Cooper Point Road from Harrison Avenue to 14th Avenue	TBD	State and Federal grants, REET, TBD revenues
Cooper Point Road from Black Lake Boulevard to Harrison Avenue	TBD	State and Federal grants, REET, TBD revenues
9th Avenue from Black Lake Boulevard to Decatur Street	TBD	State and Federal grants, REET, TBD revenues
Olympic Way full length	TBD	State and Federal grants, REET, TBD revenues
Columbia Street from State Avenue to Corky Street	TBD	State and Federal grants, REET, TBD revenues
Franklin Street from Thurston Avenue to Market Street	TBD	State and Federal grants, REET, TBD revenues
East Bay Drive from Olympia Avenue to Mission Avenue	TBD	State and Federal grants, REET, TBD revenues
Plum Street from Henderson Avenue to State Avenue	TBD	State and Federal grants, REET, TBD revenues
Henderson Avenue from I-5 Roundabout to North Street	TBD	State and Federal grants, REET, TBD revenues
Carlyon Avenue from Capitol Way to Henderson Avenue	TBD	State and Federal grants, REET, TBD revenues
Eastside Street from 22nd Avenue to north of I-5 bridge	TBD	State and Federal grants, REET, TBD revenues

7-20 Year Future Needs

Description	Cost	Probable Funding
22nd Avenue from Eastside Street to Wilkins Street	TBD	State and Federal grants, REET, TBD revenues
18th Avenue from Wilson Street to Boulevard Road	TBD	State and Federal grants, REET, TBD revenues
Hoffman Avenue from Morse-Merryman Road to 18th Avenue	TBD	State and Federal grants, REET, TBD revenues
9th Avenue from Columbia Street to Adams Street	TBD	State and Federal grants, REET, TBD revenues
10th Avenue from Columbia Street to Cherry Street	TBD	State and Federal grants, REET, TBD revenues
Union Avenue from Columbia Street to Plum Street	TBD	State and Federal grants, REET, TBD revenues
7th Avenue from Capitol Way to Adams Street	TBD	State and Federal grants, REET, TBD revenues
4th Avenue from 4th Avenue bridge to Plum Street	TBD	State and Federal grants, REET, TBD revenues
8th Avenue from Capitol Way to Chestnut Street	TBD	State and Federal grants, REET, TBD revenues
Conger Avenue from Cooper Point Road to Division Street	TBD	State and Federal grants, REET, TBD revenues
Asphalt Overlay Projects		
4th Avenue from substation to Sherman Street	TBD	State and Federal grants, REET, TBD revenues
Decatur Street from 9th Avenue to Harrison Avenue	TBD	State and Federal grants, REET, TBD revenues
5th Avenue from Decatur Street to Sherman Street	TBD	State and Federal grants, REET, TBD revenues
Elliott Avenue from Division Street to Crestline Boulevard	TBD	State and Federal grants, REET, TBD revenues
Franklin Street from 11th Avenue to Legion Way	TBD	State and Federal grants, REET, TBD revenues

7-20 Year Future Needs

Description	Cost	Probable Funding
Wheeler Avenue from Eastside Street to Boulevard Road	TBD	State and Federal grants, REET, TBD revenues
Washington Street from 11th Avenue to 7th Avenue	TBD	State and Federal grants, REET, TBD revenues

Unplanned Projects and Contingency Funding

Where is this project happening?

Various locations Citywide

Are there other CFP projects that impact this project?

All other Transportation Programs

Description

Funding in this program is for unplanned projects that may be unique opportunities or emergencies. This funding is also available for contingencies on planned transportation projects.

Project List

- Undefined

Why is this project a priority?

Funding is needed to respond to unexpected needs on the transportation system.

Is there a level of service standard or measurable outcome?

Not applicable

What Comprehensive Plan goals and policies does this project address?

- **Goal Transportation 28**
Transportation facilities and services are funded to the goals of the City and the region.
- **Goal Transportation 29**
The transportation system is maintained at the lowest life-cycle cost to maximize the City's investment in its infrastructure.

Unplanned Projects and Contingency Funding

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Fund Contingency	\$200,000	\$0	\$0	\$0	\$0	\$0	\$200,000
Total	\$200,000	\$0	\$0	\$0	\$0	\$0	\$200,000
Funding Sources:							
Transfer from REET	\$200,000	\$0	\$0	\$0	\$0	\$0	\$200,000
Total	\$200,000	\$0	\$0	\$0	\$0	\$0	\$200,000

Fire Department Projects



The mission of the Olympia Fire Department (OFD) is to respond rapidly, with highly trained professionals to mitigate emergencies for our community. We are dedicated to reducing risk through prevention, fire and medical education, and disaster preparedness. Influencing capital projects and equipment identified in the Capital Facilities Plan is our commitment to the following:

- To be good stewards of the resources entrusted to us
- To continually invest in safety and long-term well-being of our Firefighters
- To provide vital information, education and training
- To leverage equipment and technology for increased efficiency
- To critically review and improve our service delivery

This year's Capital Facilities Plan is focused on fire apparatus. Strategically placed fire station facilities serve the important function of housing fire and Emergency Medical Service (EMS) response personnel, vehicles and equipment to serve defined portions of the City of Olympia. The City currently has four fire stations, one fire training center, and a leased vehicle repair facility.

Emergency response vehicles are typed by function. The core of the Olympia Fire Department's deployment is centered around the fire engine pumper. Each station houses a fire engine pumper. The Headquarters station is strategically located near the center of the city and in addition to the fire engine, houses a ladder truck and technical rescue truck. Stations 2 and 4 each house a Thurston County Medic One, Olympia Fire Department advanced life support, paramedic transport unit.

Fire Apparatus - Fire Engines, Ladder Trucks, Aid Units, Brush Truck, Technical Rescue Vehicle and Boat (Fund #331)

Where is this project happening?

The City of Olympia has four fire stations, a fire training center, and a leased vehicle repair facility strategically located throughout the City. Each fire station houses a primary fire engine and a reserve fire engine, as well as command and business vehicles to execute the daily operations of the Fire Department. The City also houses a primary and reserve ladder truck, an aid unit, a brush truck, a command unit, a technical rescue vehicle, and a rescue boat and trailer strategically located at the Fire Department's Headquarters fire station.

Are there other CFP projects that impact this project?

- N/A

Descriptions of Equipment

- A fire engine pumper combines a fire suppression unit, an aid unit and a rescue unit into one multi-function response unit.
- A fire ladder truck is like a fire engine except without a water tank, pump and hose. A fire ladder truck combines an aerial fire suppression unit and an aid response vehicle into one multi-function response unit and a rescue unit. The fire ladder truck carries ladders, forcible entry tools and the Jaws of Life.
- An aid unit is a transport capable ambulance specifically designed to respond to emergency medical responses.
- Brush trucks are light-weight, smaller fire response truck that can operate off-road to address both small and large vegetation fires.
- The technical rescue vehicle carries the equipment required to conduct rope rescue, confined space, trench collapse and structural collapse. Technical rescue tools and equipment require a specific apparatus, as these tools take up a lot of space and will not fit on a fire engine or fire ladder truck.
- The rescue boat and trailer is utilized to facilitate marine response and rescue operations. The City has significant amount of shoreline which results in a need to meet these demands.

Descriptions of Equipment to be Replaced 2022 - 2027

- **Fire Engine Pumper - Replacement**
Equipment for replacement Fire Engine Pumper
- **Rescue Boat and Trailer - Replacement**
- **Aid Unit - Replacement**
Equipment for replacement Aid Unit
- **Technical Rescue Special Operations Rescue Team (SORT) Vehicle - New Equipment**
Equipment for new Technical Rescue SORT Vehicle

- **Command Unit - Replacement**
Equipment for replacement Command Unit
- **Brush Truck - Replacement**
Equipment for replacement Brush Truck

Why is this project a priority?

Safe, functional and accessible fire apparatus are vital to achieving the mission of the Fire Department. The fire apparatus are utilized 24 hours a day, seven days a week and serve the critical function of responding to and operating at fire & EMS call response. Failure to replace fire apparatus on lifecycle schedule can result in failing equipment or can restrict the ability to provide critical services when the need arises.

Currently the Fire Department has no consistent funding source for fire apparatus.

Is there a level of service standard or measurable outcome?

OFD worked to ensure that the replacement schedules are verifiable against the Standards of the Industry to include; the National Fire Protection Association (NFPA), the Washington Survey and Rating Bureau (WSRB), the State of Washington Firefighter Safety standards and related manufactures association's recommendations. The NFPA is a United States trade association that creates and maintains private, copyrighted standards and codes for usage and adoption by local governments. This includes publications from model building codes to the many on equipment utilized by firefighters while engaging in firefighting, hazardous material (hazmat) response and rescue response.

The standards referenced for Fire Apparatus are the following:

- NFPA 1901- Fire Apparatus: Engines, Ladder Trucks, Aid Units, Brush Trucks, Technical Rescue Vehicles
- NFPA 1925 - Standard on Marine Firefighting Vessels
- Washington Survey Rating Bureau (WSRB), OFD Evaluation
- Fire Apparatus Manufacturer's Association (FAMA), Fire Apparatus Duty Cycle White Paper

What Comprehensive Plan goals and policies does this project address?

This CFP reflects the goals and policies of the 2017-2022 OFD Strategic Plan and the Olympia Comprehensive Plan.

- **Goal 8**
To establish a resource management equipment repair and replacement (ER&R) plan for the Regional Fire Training Center (FTC), apparatus, fleet and additional capital equipment.
- **Goal Public Services 13**
The community has a high level of fire protection, emergency medical services and disaster management services, equal to or exceeding industry standard.

- **Policy Public Services 13.1**
Continue to manage fire protection functions, paramedic services and City emergency services by planning, organizing, directing and controlling the resources available.
- **Policy Public Services 13.6**
Model best practices in the local fire service community in areas like fire safety, command practices, training and equipment maintenance.

Debt Service

OFD’s capital facility projects, and associated new fire apparatus, will require the issuance of general obligation debt via voter-approved property tax levies. With a voter approved property tax levy, each year, property taxes are levied only for the cost of the annual debt service.

The tables below summarize recommended debt issues, the associated annual debt service costs and the estimated change in property tax rate per \$1,000 of assessed value. Debt service is an operational cost and is included in the City’s Operating Budget. *The debt service information is presented here in the CFP for informational purposes only.*

OFD - Annual Debt Services for Non-Voted Debt Issues (Replacement Equipment Only) (2022-2027)							
	2022	2023	2024	2025	2026	2027	Total
Annual Debt Service	\$147,969	\$148,469	\$148,719	\$148,719	\$148,469	\$147,969	\$890,314

Fire Apparatus

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Fire Engine Pumper & Equipment	\$0	\$1,020,000	\$0	\$1,150,000	\$0	\$0	\$2,170,000
Boat/Trailer E-Z Loader	\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Ford E450 Aid Unit	\$0	\$312,000	\$0	\$0	\$0	\$0	\$312,000
Technical Rescue SORT Vehicle & Equipment	\$0	\$0	\$1,066,000	\$0	\$0	\$0	\$1,066,000
GMC Step Van Command Unit & Equipment	\$0	\$0	\$0	\$300,000	\$0	\$0	\$300,000
Ford F550 Brush Truck & Equipment	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
Total	\$0	\$1,432,000	\$1,066,000	\$1,450,000	\$0	\$300,000	\$4,248,000
Funding Sources:							
Other Financing Sources	\$0	\$1,432,000	\$1,066,000	\$1,450,000	\$0	\$300,000	\$4,248,000
Total	\$0	\$1,432,000	\$1,066,000	\$1,450,000	\$0	\$300,000	\$4,248,000

General Capital Facilities Projects



General government facilities are designed to meet a broad spectrum of needs. This Chapter includes projects related to City-owned buildings, the Americans with Disabilities Act (ADA) Program and Economic Development Projects.

General government facilities are unique. These projects require large capital investments. The need is determined either through a professional condition assessment which includes a lifecycle analysis or community need. Specific Levels of Service are not defined. Although, several projects may not be explicitly included in the City's Comprehensive Plan, it is important to include them in this document because of the amount of the investment, along with the vital role they play in ensuring our community's quality of life.

The projects included in this chapter address project feasibility assessments, accessibility improvements at City-owned facilities and major maintenance and repair for the City-owned buildings.

Facilities Capital Improvement (Fund 335)

Where is this project happening?

- City Hall
- Court Services
- 108 State Ave NE
- Hands on Children's Museum
- Lee Creighton Justice Center
- Maintenance Center - Public Works
- Mark Noble Regional Fire Training Center
- OFD Headquarters - Station 1
- OFD Westside - Station 2
- OFD Eastside - Station 3
- OFD Stoll Road - Station 4
- Olympia Police - Firing Range
- The Olympia Center
- Timberland Regional Library
- Washington Center for the Performing Arts

Are there other CFP projects that impact this project?

N/A

Description

This program covers major maintenance to building interior and exterior, as well as equipment replacement at the fifteen locations listed above. Below is a list of planned projects for 2022. The list also includes \$50,000 in funding for unforeseen emergency projects.

Why is this project a priority?

An update to the 2013 building condition assessment was done in 2019. The purpose was to evaluate the state of the major systems and equipment, identify repair and replacement needs, prioritize high and medium identified needs and develop planning level cost estimates. Based on the final 2019 report, the City's facility repair and replacement average estimated cost is \$3.6 million per year over the next six years, which leaves a funding gap of \$ 21.4 million.

Is there a level of service standard or measurable outcome?

N/A

What Comprehensive Plan goals and policies does this project address?

Although not included specifically in the Comprehensive Plan, the City's Long Term Financial Strategy (LTFS) states that we should maintain what we have before we add new.

General Revenues to Support General Facilities

In the past several years, General Facilities projects were supported primarily by Cable TV tax and an annual contribution from the General Fund. From 2017 through 2019, Cable Tax has been declining two to five percent. In 2020, Cable Tax has somewhat leveled off and for 2021 we are projecting a 2 percent increase in Cable Tax over our 2020 original revenue projection.

CFP General Revenue Sources	2022 Revenues
Cable TV Tax	\$914,559

Debt Service

In 2013, the City issued \$6.345 million in General Obligation bonds for various City capital projects. Of the total bonds issued, \$3.195 million was for exterior repairs to the Washington Center for Performing Arts (WCPA). The WCPA-related bonds were issued for a 20-year term with the annual debt service payment being funded from Building Repair & Maintenance resources. Debt service is an operational cost and is therefore included in the City's Operating Budget. For 2022, the annual debt service is \$236,775. *The debt service information presented here in the CFP is for informational purposes only.*

Debt Services							
	2022	2023	2024	2025	2026	2027	Total
2013 LTGO Bonds - WA Performing Arts Center	\$236,775	\$233,775	\$232,175	\$235,375	\$233,175	\$232,625	\$1,403,900

Building Repair and Replacement

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Resurfacing floors for the auditorium at the Washington Center	\$764,323	\$0	\$0	\$0	\$0	\$0	\$764,323
Refurbish elevator for the Washington Center	\$543,824	\$0	\$0	\$0	\$0	\$0	\$543,824
Replace all plumbing fixtures in the Washington Center	\$0	\$0	\$0	\$0	\$0	\$589,119	\$589,119
Replace plumbing system for the Washington Center	\$0	\$0	\$0	\$0	\$0	\$523,661	\$523,661
Generator replacement on the roof of the Washington Center	\$744,471	\$0	\$0	\$0	\$0	\$0	\$744,471
Replace the roof at the Timberland Library	\$0	\$945,172	\$0	\$0	\$0	\$0	\$945,172
Remove gravel and cant flashing for the Timberland Library	\$0	\$350,501	\$0	\$0	\$0	\$0	\$350,501
Replace all plumbing fixtures at the Timberland Library	\$0	\$0	\$166,303	\$0	\$0	\$0	\$166,303
Rebalance and TAB for the Timberland Library	\$0	\$0	\$73,450	\$0	\$0	\$0	\$73,450
Central distribution and duct renewal for the Timberland Library	\$0	\$0	\$266,286	\$0	\$0	\$0	\$266,286
Replace domestic water system for the Timberland Library	\$0	\$0	\$248,508	\$0	\$0	\$0	\$248,508
Replacing wood siding per MSGS for the Hands on Children's Museum	\$0	\$0	\$221,738	\$0	\$0	\$0	\$221,738
Epoxy/repair high bay floor and replace carpet at Fire Station 3	\$0	\$0	\$0	\$84,200	\$0	\$0	\$84,200
Replace domestic water distribution at the Fire Station 1	\$0	\$0	\$0	\$309,553	\$0	\$0	\$309,553
Replace all plumbing fixtures for Fire Station 1	\$0	\$0	\$0	\$174,720	\$0	\$0	\$174,720
Replace carpet for Fire Station 1	\$0	\$0	\$0	\$0	\$214,741	\$0	\$214,741
Replace six gas infrared heaters in shop for Fire Station 1	\$0	\$0	\$0	\$0	\$101,351	\$0	\$101,351
Replace the cooling tower at the Olympia Center	\$0	\$0	\$0	\$0	\$92,137	\$0	\$92,137
Replace heating distribution pumps at the Olympia Center	\$0	\$0	\$0	\$0	\$85,995	\$0	\$85,995
Re-tab and adjust HVAC system at the Olympia Center	\$0	\$0	\$0	\$0	\$86,220	\$0	\$86,220

Building Repair and Replacement

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Asbestos testing for the Olympia Center	\$0	\$0	\$0	\$0	\$76,781	\$0	\$76,781
Unforeseen emergencies	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$300,000
Total	\$2,102,618	\$1,345,670	\$1,026,280	\$618,473	\$707,225	\$1,162,780	\$6,963,050

Funding Sources:							
General Facilities Charges	654,000	289,582	0	0	41,133	53,547	\$1,038,262
Maintenance Center Rental Rates	50,000	50,000	50,000	61,034	10,700	\$0	\$221,734
Other Financing Sources	\$481,729	\$235,994	\$11,685	\$54,752	\$0	\$154,752	\$938,912
Transfer from Cable TV Tax	\$914,559	\$764,418	\$726,197	\$689,887	\$655,392	\$650,453	\$4,400,906
Transfer from General Fund	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$900,000
Transfer from PFD	\$0	\$0	\$221,738	\$0	\$0	\$0	\$221,738
Use of Fund Balance	0	0	0	\$34,617	\$482	\$310,793	\$345,892
Total	\$2,250,288	\$1,489,994	\$1,159,620	\$990,290	\$857,707	\$1,319,545	\$8,067,444

Lee Creighton Justice Center Reconstruction (Program #8011)

Where is this project happening?

Lee Creighton Justice Center Campus (900 Plum Street SE)

Are there other CFP projects that impact this project?

Not at this time.

Description

This program covers the facility planning, design and construction of a newly reconstructed Justice Center on City property at 900 Plum Street SE. The current Lee Creighton Justice Center is home to Olympia's Justice System. Key programs and services include municipal court, community court, jury services, probation services, municipal holding facility, city prosecutor, public defense, victim assistance, and the DUI victim impact panel.

The current Justice Center facility was constructed in 1965 and needs a major reconstruction. A 2019 Building Condition Assessment concluded that "full replacement of the facility" was recommended, based on the age of the facility and the extent and cost of deficiencies noted.

In 2020 and 2021, the City appropriated a total of \$169,000 for a feasibility study and preliminary design of a reconstructed Justice Center. The preliminary design will outline the programming needs, site constraints, conceptual schematics, and cost estimates to building a new Justice Center, either on the existing site or an alternate location. The City contracted with KMB Architects to complete the preliminary design. After a delay, due to COVID-19, the project is now under way. Additional information will be available in 2022 to inform future capital facilities planning.

Why is this project a priority?

The Lee Creighton Justice Center is the home of Olympia's Justice System which is vital to the health, safety and well-being of the community. Safe and accessible public facilities are foundational to serving Olympia's public safety and justice needs. Failure to address the failing facility infrastructure at the Justice Center could restrict or eliminate the ability provide the services currently housed there.

Is there a level of service standard or measurable outcome?

N/A

What Comprehensive Plan goals and policies does this project address?

- **Goal Public Services 21**
City of Olympia is a model sustainable city.
 - **Policy Public Services 21.1**
Use energy-efficient designs and environmentally responsible materials and techniques in City facilities and construction projects. Work to reduce energy usage in existing City facilities.
- **Goal Land Use and Urban Design 1**
Land use patterns, densities and site designs are sustainable and support decreasing automobile reliance.
 - **Policy Land Use 1.2**
Focus development in locations that will enhance the community and have capacity and efficient supporting services, and where adverse environmental impacts can be avoided or minimized.
- **Goal Land Use and Urban Design 9**
Built and natural environmental designs discourage criminal behavior.
 - **Policy Land Use 9.2**
Modify public facilities and properties to enhance crime prevention.
- **Goal Economy 4**
The City achieves maximum economic, environmental and social benefit from public infrastructure.
 - **Policy Economy 4.1**
Plan our investments in infrastructure with the goal of balancing economic, environmental and social needs, supporting a variety of potential economic sectors and creating a pattern of development we can sustain into the future.
 - **Policy Economy 4.3**
Make decisions to invest in public infrastructure projects after analysis determining their total costs over their estimated useful lives, and their benefit to environmental, economic and social systems.

Lee Creighton Justice Center Reconstruction

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Install addressable fire alarm system for buildings A & B	\$0	\$0	\$0	\$187,200	\$0	\$0	\$187,200
Total	\$0	\$0	\$0	\$187,200	\$0	\$0	\$187,200
Funding Sources:							
Use of Fund Balance	0	0	0	\$187,200	0	0	\$187,200
Total	\$0	\$0	\$0	\$187,200	\$0	\$0	\$187,200

ADA Program

Where is this project happening?

Various City-owned buildings and facilities

Are there other CFP projects that impact this project?

- Currently, Transportation and Parks include ADA modifications in their programs. This project focuses on non-transportation or Parks-related projects

Description

Modification of existing buildings/facilities to ensure accessibility.

Why is this project a priority?

Compliance with American with Disabilities Act (ADA) provides accessibility to City buildings and facilities. Final estimates of ADA deficiencies associated with Public Works managed buildings is \$3 million. For 2022, \$150,000 in funding will be transferred from the General Fund. No specific projects have been identified at time of publication.

Is there a level of service standard or measurable outcome?

N/A

What Comprehensive Plan goals and policies does this project address?

This CFP reflects the goals and policies of the Olympia Comprehensive Plan.

ADA Program

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
ADA Interior door access for the Hands on Children's Museum	\$0	\$0	\$0	\$0	\$71,832	\$0	\$71,832
ADA rooms and spaces for the Hands on Children's Museum	\$0	\$0	\$0	\$0	\$11,534	\$0	\$11,534
ADA check out isles for the Hands on Children's Museum	\$0	\$0	\$0	\$0	\$8,760	\$0	\$8,760
ADA service lines and interior accessibility for the Hands on Children's Museum	\$0	\$0	\$0	\$0	\$12,928	\$0	\$12,928
Interior ADA accessibility for the Timberland Library	\$0	\$0	\$0	\$0	\$21,462	\$0	\$21,462

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ADA signage, seating, and counters for the Timberland Library	\$0	\$0	\$0	\$0	\$0	\$8,059	\$8,059
ADA restroom and shower for the Timberland Library	\$0	\$0	\$0	\$0	\$0	\$48,706	\$48,706
ADA seating assembly for the Washington Center	\$0	\$20,732	\$0	\$0	\$0	\$0	\$20,732
ADA interior door access for the Washington Center	\$0	\$0	\$133,335	\$0	\$0	\$0	\$133,335
ADA stairs access for the Washington Center	\$0	\$0	\$0	\$103,587	\$0	\$0	\$103,587
Interior ADA accessibility for the Washington Center	\$0	\$0	\$0	\$81,030	\$0	\$0	\$81,030
ADA ramps for accessibility for the Washington Center	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Improve ADA interior doors for the Olympia Center	\$147,670	\$0	\$0	\$0	\$0	\$0	\$147,670
Improve ADA stair accessibility for the Olympia Center	\$0	\$80,738	\$0	\$0	\$0	\$0	\$80,738
Improve elevator ADA accessibility for the Olympia Center	\$0	\$26,134	\$0	\$0	\$0	\$0	\$26,134
Improve signs, controls and seating for Olympia Center	\$0	\$13,067	\$0	\$0	\$0	\$0	\$13,067
Improve ADA restroom and showers for the Olympia Center	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
Parking, curbs & ramps for the Hands on Children's Museum	\$0	\$0	\$0	\$0	\$5,723	\$0	\$5,723
Parking, curbs, and ramps for the Timberland Library	\$0	\$0	\$0	\$0	\$4,234	\$0	\$4,234
Parking for the Washington Center	\$0	\$3,650	\$0	\$0	\$14,009	\$0	\$17,659
Total	\$147,670	\$144,321	\$133,335	\$184,617	\$150,482	\$156,765	\$917,190

Funding Sources:

Transfer from General Fund	\$147,670	\$144,321	\$133,335	\$150,000	\$150,000	\$150,000	\$875,326
Use of Fund Balance	\$0	\$0	\$0	\$34,617	\$482	\$6,765	\$41,864
Total	\$147,670	\$144,321	\$133,335	\$184,617	\$150,482	\$156,765	\$917,190

Long Term Needs & Financial Planning

The following table lists future capital projects expected to occur in 7 to 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The scope, costs and revenue projections are estimates. Timing for these projects may be impacted by the pace of growth and other factors. The projects are listed in the draft Facilities Master Plan and are not in priority order.

The Long-term Building Repair and Replacement costs are based on the 2019 Building Condition Assessment predicted renewals. The predicted renewal costs are the theoretical cost projections generated by cost modelling and factors such as: expected useful life, industry standard normal useful life, condition score, and the last major renewal. Funding for these projects will be a mix of cable television tax revenues, Maintenance Center rent, Public Facilities District funds, and General Fund year-end savings. The predicted renewal costs are based upon 2019 market cost for facilities and building systems in the Puget Sound market.

7-20 Year Future Needs

Description	Cost	Probable Funding
City Hall	\$11.2 million	TBD
Community Court	\$184,580	TBD
108 State Avenue NE	\$2.2 million	TBD
OFD Headquarters Station 1	\$5.2 million	TBD
OFD Westside Station 2	\$2.6 million	TBD
OFD Eastside Station 3	\$1 million	TBD
OFD Stoll Road Station 4	\$1.8 million	TBD
Mark Nobel Fire Training Center	\$540,600	TBD
Hands on Childrens Museum	\$3.5 million	TBD
Justice Center	\$6.6 million	TBD
Parks & PW Maintenance Center Reconstruction	\$100.7 million	TBD
Olympia Center	\$9.2 million	TBD
Timberland Library	\$3.7 million	TBD
Washington Center for Performing Arts	\$11.6 million	TBD

Drinking Water Projects



The mission of the Drinking Water Utility is to ensure a safe and sustainable supply of drinking water for the community. Four key influencing factors drive the development of the nine water capital project programs identified in the Capital Facilities Plan:

- **Regulation/Compliance**
Achieve legal compliance with the Federal Safe Drinking Water Act (SDWA), Washington State Department of Health (DOH) regulations, and the Uniform Fire Code (UFC) fireflow criteria.
- **Adopted Sustainability Philosophy**
Manage the water in sustainable ways and develop integrated solutions that solve more than one problem at a time.
- **Growth**
Accommodate growth as defined by Olympia’s Comprehensive Plan and continue to provide and improve service to existing customers.
- **Operational and System Delivery Strategies**
Manage water as a limited resource, meet water regulation objectives using approaches that limit human influence on the naturally good quality of water Olympia has and implement system changes for cost-effective delivery.

Drinking Water capital facilities are designed and built to provide community members with safe and sustainable drinking water. Drinking Water capital program activities acknowledge the importance of managing the water as a limited, precious resource that needs to be protected, conserved and managed responsibly.

The 2015-2020 Water System Plan serves as the basis for the development of the Drinking Water Capital Facilities Plan. The projects contained in the CFP are funded annually through Drinking Water Utility rates and General Facilities Charges (GFCs). Low interest state loans and grants are pursued as available. The 2015-2020 Water System Plan includes a financial strategy for planned capital improvements that involves a combination of cash and debt financing. An update of the 2015-2020 Water System Plan will be completed by year-end 2021 for Department of Health approval in early 2022.

Growth-Related Projects

Projects that fall under this category are associated with work needed to accommodate new development and are funded by GFC revenue. When a project serves both new and existing development, a portion of the project cost will also be funded through Drinking Water Utility rates.

Project	% Growth Related
Distribution System Oversizing	100%
Briggs Well Construction	100%
Briggs Well Design	100%
Eastside Street & Henderson Boulevard Water Main Extension Design	25%
Eastside Street & Henderson Boulevard Water Main Extension Construction	25%
Fones Road Water Main Construction	25%
Hoffman Well Treatment Design	100%

Level of Service (LOS) Determinations

- **Level of Service I**

The first level of service (LOS I) involves maintaining the current system as-is and addressing the need to remain in regulatory compliance for water quality and quantity requirements.

- Meet minimal standards for water pressure (30 psi) and UFC fireflow criteria.
- Addressing new State and Federal Safe Drinking Water Act requirements.
- Addressing existing system deficiencies due to growth or infrastructure failure.

- **Level of Service II**

The second level of service (LOS II) focuses on more proactive system maintenance and anticipating future regulatory needs.

- Anticipates future water quality regulations and develops facilities that will accommodate the increased requirements prior to the system becoming deficient.
- Goes beyond the required minimum of 30 psi average water pressure for residents and strives to improve the minimum to 40 psi. The higher standard is the most cost-effective approach to anticipating and meeting system growth needs. LOS II also strives to eventually eliminate areas within the system that do not meet UFC fireflow criteria.

- **Level of Service III**

The final level of service (LOS III) recognizes Olympia’s commitment to sustainability and to the approach of managing water as a limited resource. LOS III projects and programs address DOH regulations to a further extent, with the underlying driver to be a responsible water steward and purveyor.

- To comply with DOH regulations, there must be some form of conservation activity within an adopted Water Plan. The degree to which the City of Olympia approaches a conservation program is a component of managing a limited resource.

Capital Facilities Projects by Level of Service	
LOS I	<ul style="list-style-type: none"> • Asphalt Overlay Adjustments
LOS II	<ul style="list-style-type: none"> • Small Diameter Water Pipe Replacement • Transmission and Distribution Projects • Water Source Development and Protection • Water System Planning • Water Storage Systems
LOS III	<ul style="list-style-type: none"> • Groundwater Protection/Land Acquisition • Infrastructure Pre-Design and Planning • Reclaimed Water

Level of Service Standards

Municipal utilities in the United States and elsewhere commonly use LOS standards to evaluate whether the physical systems or operations are functioning to an adequate level. LOS can be defined in terms of the customer’s experience of utility service and/or technical standards based on the professional expertise of Utility staff.

These LOS standards can help guide investments in maintenance and repair and replacement. New assets can be used to establish design criteria and prioritize needs. Using a structured decision process that incorporates LOS standards can help a utility achieve desired service outcomes while minimizing life-cycle costs.

The Drinking Water Utility has developed a set of formal LOS standards. Utility staff used the following criteria in selecting LOS:

- Specific goal or expectation
- Customer and community focus
- Quantifiable and measurable
- Relatively simple to understand and apply
- Available budget constraints for maintenance, repair and replacement

The selected LOS standards are in the following areas:

- System performance (including service interruption due to breakage, pressure, system reliability)
- Sustainability (energy efficiency)
- Customer service (response to water quality and service-related complaints)

These LOS standards have been incorporated in the development of this Capital Facilities Plan. Since regulatory compliance is considered a given, these LOS standards address issues of concern for customers beyond regulatory minimums and those that have an influence on decisions regarding infrastructure investments.

The LOS standards are:

System Performance

- Service interruption due to line breaks. During a three-year period, no customer will experience more than two service interruptions due to a line break; such service interruptions will average four hours or less.
- Pressure. Water will be delivered to new construction at a minimum pressure of 40 psi at the service meter.
- System reliability with largest water source off-line. Utility will meet wintertime demands (inside use only) with the loss of our largest water source (McAllister Wellfield). This would require complete curtailment of all outside and non-essential water use but would maintain service for critical needs such as drinking, cooking, sanitation and firefighting.

Sustainability

- Energy efficiency. All pumps are rated 80 percent efficient or higher, unless it is not cost-effective to do so (i.e., the value of energy savings would not pay back the cost of the improvement within five years).

Customer Service

- The Utility responds to main breaks within 15 minutes during business hours and within one hour outside business hours.
- The Utility responds to low pressure and water quality complaints by the end of the following business day.

Annual Operations and Maintenance

The water supplied to Olympia flows through concrete, cast iron, galvanized, asbestos cement (AC), ductile iron, and PVC pipe. These lines, in general, have a life expectancy of at least 50 years. New water lines are typically replaced with ductile iron, ductile iron cement lined, or high density polyethylene (HDPE) pipes. Currently, most maintenance work involves repairs to the older asbestos cement water lines and non-ductile iron connections, and valves within the City. Breaks within these lines are usually caused by age, geological shifts within the ground or from construction work. Replacing these aging facilities will help to reduce operations and maintenance costs.

The annual operations and maintenance costs for both potable water and reclaimed water represent an overall average that is subject to change due to unique circumstances that may be encountered at each location. For new infrastructure initial operations, maintenance costs for repairs, replacements and cleaning are minimal. As the infrastructure ages, maintenance costs will increase.

Annual Operations and Maintenance Costs	
Repair service leak (3/4"–1")	\$ 1,200 per repair
Install service (meter) on a 3/4" –1" line	\$ 2,500 per install
Install small main (2" line)	\$ 130 per linear foot
Install 6" or larger main	\$ 180 per linear foot
Main line valve installation and replacement	\$ 6,000 per install
Main line (2"–8" line) leak repair	\$ 4,500 per repair
Fire hydrant installation or replacement	\$ 6,000 per install
Fire hydrant repair	\$ 1,000 per repair
Reservoir maintenance (e.g. Meridian)	\$ 37,500 annually
Pump station maintenance	\$ 57,000 per station

Project Components Commonly Used in Drinking Water Projects	
Hydrants	Connection or placement of new hydrants as necessary.
Hydraulic Modeling	Use of a mathematical model to determine the size of a water line based on the volume of water passing through the line.
Groundwater Protection Plans	Update and develop groundwater protection plans to ensure that drinking water supplies are protected from potential contamination from activities in the surrounding areas.
Intersections at Grade	Where a road or street meets or crosses at a common grade or elevation with another road or street.
Reservoirs	Storage facility for water based on life-cycle costing and evaluation of options.
Valves	Mechanical devices by which the flow of water may be started, stopped, or regulated as necessary.
Vaults	Structures that provide access to underground valves and pumps with the connection of new water pipes.
Water Lines	Water supply pipe that connects the water storage source to lines located at the street.
Water Quality and Treatment	Use various technologies to ensure safety of the City's water storage systems.
Water Rights	Legal authorization to put water to beneficial use.
Water System Structures and Equipment	In conjunction with reservoirs, including booster pump stations. Includes castings, maintenance holes, inlets, and covers.
Watershed Remodeling and Plan	Maintain updated documents presenting the findings and recommendations for a Watershed Management Program.
Wells	Drill and develop new wells as needed to ensure adequate future water supplies.

Asphalt Overlay Adjustments—Water (Program #9021)

Where is this project happening?

Various locations Citywide

Are there other CFP projects that impact this project?

- Street Repair and Reconstruction Projects—Transportation section
- Asphalt Overlay Adjustments—Wastewater section

Description

Make necessary adjustments to raise water system components to street level in conjunction with the annual asphalt overlay/street reconstruction process. This is a pass-through amount that is used by the Transportation Street Repair and Reconstruction Project for water facilities.

Project List

Year	Project Description	Cost Estimated
2022-2027	Asphalt Overlay Adjustments. Funds adjustments to water system components required as a result of street repair and reconstruction projects.	\$84,000

Why is this project a priority?

Asphalt overlay and street reconstruction projects require the adjustment of water system structures and equipment (e.g., castings, maintenance holes, inlets, and covers) during construction as part of the paving process.

Is there a level of service standard or measurable outcome?

LOS I – See program overview for LOS definitions.

What Comprehensive Plan goals and policies does this project address?

This CFP reflects the goals and policies of the Olympia Comprehensive Plan.

- **Goal Utilities 3**
Utilities are developed and managed efficiently and effectively.
 - **Policy Utilities 3.1**
Utilities are developed and managed efficiently and effectively.
 - **Policy Utilities 7.7**
Develop and maintain adequate storage, transmission and distribution facilities.

Asphalt Overlay Adjustments - Water

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Asphalt Overlays	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$84,000
Total	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$84,000
Funding Sources:							
Use of Fund Balance	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$84,000
Total	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$84,000

Long Term Needs & Financial Planning (Program #9021)

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The scope, costs and revenue projections are estimates. Timing for these projects may be impacted by the pace of growth and other factors. The projects are listed in the 2015-2020 Water System Plan for years 2028 - 2034, reflect 2014 dollars and are not in priority order.

The Water Utility is currently updating its Water System Plan for submittal to the Washington State Department of Health in mid-2021. The 2021-2026 Water System Plan will include an updated 20-year capital facilities plan as required by State law.

7-20 Year Future Needs

Description	Cost*	Probable Funding
Asphalt Overlay Adjustments	\$80,000	Rates
* Planning Level Estimate		

Infrastructure Pre-Design and Planning–Water (Program #9903)

Where is this project happening?

City water service area

Are there other CFP projects that impact this project?

N/A

Description

Perform pre-design evaluation and analysis of water project alternatives in order to recommend projects identified in the Water System Plan and support other City project planning requirements that occur outside of the annual CFP process.

Project List

Year	Project Description	Cost Estimated
2022-2027	Pre-Design and Planning. Project provides funding for pre-design evaluation of capital projects.	\$847,500

Why is this project a priority?

The City's Water System Plan and six-year Financial Plan identify projects from a planning level perspective based on detected deficiencies in a specific portion of the system. They also include planning level cost estimates done at the time the plan was developed and may not include enough detail in the scope to accurately assess project costs. This program evaluates these projects prior to their appropriation in the annual Capital Facilities Plan update. It ensures accurate scope of work and cost estimates and a full evaluation of project alternatives. Other uses for this information include project scheduling, assessment of rate impacts and cash flow planning.

Is there a level of service standard or measurable outcome?

LOS III – See program overview for LOS definitions.

What Comprehensive Plan goals and policies does this project address?

This project reflects the following goals and policies of the Olympia Comprehensive Plan.

- **Goal Utilities 7**
The drinking water system is reliable and is operated and maintained so that high quality drinking water is delivered to customers.

- **Policy Utilities 7.3**
Design Olympia’s water supply system to achieve the most favorable and practical fire insurance rating, consistent with adopted service levels.
- **Policy Utilities 7.7**
Develop and maintain adequate storage, transmission and distribution facilities.

Infrastructure Pre-Design and Planning - Water

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
PreDesign & Planning	\$117,500	\$150,000	\$150,000	\$150,000	\$150,000	\$130,000	\$847,500
Total	\$117,500	\$150,000	\$150,000	\$150,000	\$150,000	\$130,000	\$847,500
Funding Sources:							
Use of Fund Balance	\$117,500	\$150,000	\$150,000	\$150,000	\$150,000	\$130,000	\$847,500
Total	\$117,500	\$150,000	\$150,000	\$150,000	\$150,000	\$130,000	\$847,500

Long Term Needs & Financial Planning (Program #9903)

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The scope, costs and revenue projections are estimates. Timing for these projects may be impacted by the pace of growth and other factors. The projects are listed in the 2015-2020 Water System Plan for years 2028 - 2034, reflect 2014 dollars and are not in priority order.

The Water Utility is currently updating its Water System Plan for submittal to the Washington State Department of Health in mid-2021. The 2021-2026 Water System Plan will include an updated 20-year capital facilities plan as required by State law.

7-20 Year Future Needs

Description	Cost	Probable Funding
Infrastructure Planning & Pre-Design	\$210,000	Rates

Reclaimed Water–Water (Program #9710)

Where is this project happening?

Various Locations Citywide. See Project List.

Are there other CFP projects that impact this project?

N/A

Description

This program is targeted toward delivery of reclaimed water. Reclaimed water is delivered through a separate distribution system that consists of purple colored pipes, connections and distribution points for easy identification. Reclaimed water is recycled municipal wastewater that has been cleaned and treated in order to remove pollutants and contaminants so that the water can be safely reused for a variety of approved uses, such as irrigation.

Project List

Year	Project Description	Cost Estimated
N/A	No projects planned for 2022-2027	N/A

Why is this project a priority?

Given that sources of potable water are limited, State law and Olympia’s Water System Plan strongly encourage the use of reclaimed water as a resource to help meet current and future water needs. The LOTT Sewer Plan calls for the use of reclaimed water by each of the LOTT partner cities. LOTT is now producing reclaimed water at its Budd Inlet Reclaimed Water Plant and Martin Way Reclaimed Water Plant to help meet Federal and State water quality discharge standards to protect Budd Inlet. Water treated at the Budd Inlet Reclaimed Water Plant is now being used for irrigation at the Port of Olympia, the City’s Percival Landing Park, and the State’s Heritage and Marathon Parks.

Is there a level of service standard or measurable outcome?

LOS III – See program overview for LOS definitions.

What Comprehensive Plan goals and policies does this project address?

This project reflects the following goals and policies of the Olympia Comprehensive Plan.

- Goal Utilities 4**
 Use Olympia’s water resources efficiently to meet the needs of the community, reduce demand on facilities, and protect the natural environment.

- **Policy Utilities 4.1**
Encourage and allow re-use techniques including rainwater collection, greywater systems and use of Class A reclaimed water as alternatives to use of potable water, in order to enhance stream flows or recharge aquifers, while also protecting water quality.
- **Policy Utilities 4.6**
Advance the use of reclaimed water as defined in Council-adopted policies.

Long Term Needs & Financial Planning (Program #9710)

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The scope, costs and revenue projections are estimates. Timing for these projects may be impacted by the pace of growth and other factors. The projects are listed in the 2015-2020 Water System Plan for years 2028 - 2034, reflect 2014 dollars and are not in priority order.

The Water Utility is currently updating its Water System Plan for submittal to the Washington State Department of Health in mid-2021. The 2021-2026 Water System Plan will include an updated 20-year capital facilities plan as required by State law.

7-20 Year Future Needs

Description	Cost	Probable Funding
Reclaimed Water Filling Stations	\$134,000	Rates

Small Diameter Water Pipe Replacement (Program #9408)

Where is this project happening?

Various locations based on the Utility's Small Diameter Water Pipe Upgrade Plan. Projects selected are based on service complaints, and operation and maintenance records of leaks and main breaks.

Are there other CFP projects that impact this project?

N/A

Description

Replace small diameter substandard water pipes within the existing system. Project components may include hydraulic modeling, valves, vaults, and water lines.

Project List

Location Street	From	To
7th Avenue	Central Street	Boundary Street
Boundary Street	9th Avenue	8th Avenue
Fir Street	4th Avenue	State Avenue
Giles Street	Thomas Street	Division Street
Percival Street	Harrison Avenue	Jackson Avenue
Puget Street	4th Avenue	State Avenue
Union Avenue	Central Street	Fir Street
7th Avenue	Boundary Street	Central Street
Thurston Avenue	Tullis Street	Puget Street
Amhurst Street	18th Avenue	20th Avenue
Brown Street	18th Avenue	22nd Avenue
Eastside Circle	To End	To End
End of Rogers Court	South of 11th Court	End of Street
McCormick Street	13th Avenue	Union Avenue
13th Avenue	Fir Street	Fairview Street
Fir Street	14th Avenue	13th Avenue
Evergreen Park Lane	At Cul-de-sac	At Cul-de-sac
Water Street	22nd Avenue	24th Avenue

Project List

Year	Project Description	Cost Estimated
2022-2027	Small Diameter Water Mains. This project funds replacement of substandard small diameter pipes in locations but not limited to, those described above. Funds from this project are often combined with aging water main replacement funds.	\$3,136,370

Why is this project a priority?

The City is responsible for providing domestic and firefighting water flows at minimum pressures as established by the Department of Health. This program implements the improvements outlined in the 2015-2020 Water System Plan. The Plan identifies location, size, and timing of major and minor water main distribution line improvements. The Plan also identifies deficient areas that require looping or upgrading to improve flows and pressures. This project provides improvements to the basic system to assure adequate pressure and flow for domestic and firefighting situations. Maintenance records and service complaints are used to identify the lines needing replacement.

Is there a level of service standard or measurable outcome?

LOS II – See program overview of LOS definitions.

What Comprehensive Plan goals and policies does this project address?

This CFP reflects the goals and policies of the Olympia Comprehensive Plan.

- **Goal Utilities 7**

The drinking water system is reliable and is operated and maintained so that high quality drinking water is delivered to customers.

- **Policy Utilities 7.3**

Design Olympia’s water supply system to achieve the most favorable and practical fire insurance rating, consistent with adopted service levels.

- **Policy Utilities 7.7**

Develop and maintain adequate storage, transmission and distribution facilities.

Small Diameter Water Pipe Replacement

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
2021 Small Diameter Watermain Replacement	\$522,725	\$522,725	\$522,725	\$522,725	\$522,725	\$522,725	\$3,136,350
Total	\$522,725	\$522,725	\$522,725	\$522,725	\$522,725	\$522,725	\$3,136,350
Funding Sources:							
Use of Fund Balance	\$522,725	\$522,725	\$522,725	\$522,725	\$522,725	\$522,725	\$3,136,350
Total	\$522,725	\$522,725	\$522,725	\$522,725	\$522,725	\$522,725	\$3,136,350

Long Term Needs & Financial Planning (Program #9408)

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The scope, costs and revenue projections are estimates. Timing for these projects may be impacted by the pace of growth and other factors. The projects are listed in the 2015-2020 Water System Plan for years 2028 - 2034, reflect 2014 dollars and are not in priority order.

The Water Utility is currently updating its Water System Plan for submittal to the Washington State Department of Health in mid-2021. The 2021-2026 Water System Plan will include an updated 20-year capital facilities plan as required by State law.

7-20 Year Future Needs

Description	Cost	Probable Funding
Small Diameter Water Mains	\$4,000,000	Rates

Transmission and Distribution Projects—Water (Program #9609)

Where is this project happening?

Various locations within the existing system as service complaints and operation and maintenance records indicate. See Project List.

Are there other CFP projects that impact this project?

- Sewer Pipe Extensions—Sewer Program
- Fones Road—Transportation Impact Fee section
- Thurston County CFP

Description

This program includes projects necessary to rehabilitate and replace existing transmission and distribution facilities, including water mains, valves, fire hydrants, service meters and booster pump stations. These projects are targeted to respond to identified capacity problems (related to flow, pressure, firefighting) as well as to replace infrastructure that is beyond its useful life. This program also includes installing new transmission mains to connect new key facilities to the system.

Projects are often coordinated with other public works projects (e.g., road improvements), to take advantage of cost efficiencies and to minimize inconvenience to community members. Specific components covered under this program include hydrants, hydraulic modeling, valves, vaults, water lines, and water system structures and equipment.

Project List

Year	Project Description	Cost Estimate
2024	Eastside Street and Henderson Boulevard Water Main Extension Design. This project will design a new 16-inch water main to replace an existing 10-inch pipe that presents a bottleneck in the Zone 264 distribution system. The replacement line will connect to an existing 16-inch main at Eastside Street, where it originates as a tap off of the 36-inch transmission main near the Fir Street Storage Tanks. The new line will then extend approximately 3,500 feet through the City's Maintenance Center property and across Henderson Boulevard, terminating at an existing 12-inch main that feeds a portion of Zone 264 west of Henderson. This project is partially funded by GFCs.	\$163,255
2025	Eastside Street and Henderson Boulevard Water Main Extension Construction. This project will construct a new 16-inch water main to replace an existing 10-inch pipe that presents a bottleneck in the Zone 264 distribution system.	\$1,464,145
2022	Franklin Street Overlay - Water Main Replacement. This project will replace water mains and appurtenances in association with the Franklin Street overlay project between State Avenue and Legion Way.	\$20,000

Year	Project Description	Cost Estimate
2022	Percival Creek Pedestrian Bridge Repairs. This project will repair or replace drinking water utilities damaged by a fallen tree at the Percival Creek Pedestrian Bridge during a wind event. The project has received a FEMA emergency grant and a Public Works Board emergency loan. A longer-term solution to the use of the Percival Creek Bridge as a utility bridge will be investigated.	\$25,000
2022	36-Inch Transmission Main Condition Assessment and Enhancements. This project will complete a condition assessment of the 36" watermain that supplies water from the Meridian storage tanks and then discharges into the storage tanks on Fir Street at 7th Avenue. Locations for new valves and other watermain repairs or modifications to improve the transmission main's reliability and resilience will be identified for future action.	\$10,000
2022	Cardinal Drive Water Main. This project will design and construct a drinking water main extension along Cardinal Drive which will allow the City to serve the Cooper's Glen apartment complex through a master meter. Currently, the apartment complex is served water through a deduct meter from the Evergreen State College system.	\$500,000
2022-2024	Security and Remote Systems Program. This project will provide enhancements to the security and remote monitoring systems of Drinking Water Utility sites.	\$175,260
2022-2024	Drinking Water PRV Telemetry. This project will install radio-based telemetry instrumentation in PRV vaults. The project will improve system operation and efficiency by increasing the ability to monitor flows through PRVs. This improves understanding of system operation and provides detailed water usage data to calibrate the hydraulic model.	\$46,694
2022-2024	Water Facilities Security Card Readers. This project will install new card readers at drinking water facilities to improve security.	\$71,637
2022-2025	Fones Road Water Main Construction. This project installs a new water main to replace an existing AC water main in Fones Road from Pacific Avenue to 18th Avenue, to be coordinated with a planned roadway reconstruction. This project is partially funded by GFCs.	\$2,727,000
2022-2025	36-Inch Transmission Main Seismic Valves Installation. The project will install seismically-actuated isolation valves at various locations along the City's 36-inch transmission main. The seismic valves will isolate large volume of water in the pipe into discrete, smaller volumes to avoid loss of water and to reduce the potential of localized flooding and damage where breaks may occur. The project will mitigate the loss of essential services (potable and firefighting water) to residents and businesses that would result from a moderate or severe earthquake causing a failure to the City's transmission pipelines. To fund the project, the City has applied for a FEMA grant.	\$1,287,800
2022-2027	Asset Management Program. This project will begin the process to provide an asset management plan to replace, rehabilitate, and maintain the City's water system to ensure it is reliable.	\$361,884

Year	Project Description	Cost Estimate
2022-2027	Distribution System Oversizing. This project funds oversizing of distribution pipeline projects associated with development-related improvement to provide additional capacity to meet anticipated future needs that may be greater than at the time of development. This project is funded by GFCs.	\$180,000
2022-2027	Aging Pipe Replacement. This is an annual project to replace substandard pipe throughout the City. Each year based on maintenance records and asset scores, the City will choose which pipes to replace based on age and material. The primary focus is on Asbestos Cement (AC) pipe. Currently 40% of the City's water system is comprised of AC pipe which is prone to leaking and breaks.	\$3,136,350
2022-2027	Distribution Main Assessment. This project is a part of the asset management program to assess the condition and reliability of the distribution mains to prioritize repair or replacement.	\$150,000
2023-2024	South Bay Water Main Extension. This project will install 3,000 lineal feet of water main to help supplement the demand in the South Bay portion of our water service area.	\$1,584,410
2023	New Zone 417 to Zone 347 PRV Stations. This project will install two or more pressure reducing valves (PRV) From Pressure Zone 417 to Pressure Zone 347 to improve water quality in the area and to improve water circulation and redundancy in this region of the water distribution system.	\$309,000
TBD	Elliott Avenue Water Main. This project will replace a water main on Elliott Avenue in conjunction with a sidewalk construction project.	\$258,000

Why is this project a priority?

This program will ensure that existing distribution and transmission facilities are rehabilitated and replaced as needed in order to continue to secure a safe and sustainable water supply. Priority projects are targeted to those areas of the water system that fall short of meeting DOH standards for water pressure and UFC fire flow criteria or have ongoing maintenance problems (e.g., a history of repeated main breaks). This program also provides funding for installing new transmission mains to connect new critical source and storage facilities to the water system.

Is there a level of service standard or measurable outcome?

LOS II – See program overview of LOS definitions.

What Comprehensive Plan goals and policies does this project address?

This Project reflects the following goals and policies of the Olympia Comprehensive Plan.

- **Goal Utilities 7**
The drinking water system is reliable and is operated and maintained so that high quality drinking water is delivered to customers.

- **Policy Utilities 7.3**
Design Olympia’s water supply system to achieve the most favorable and practical fire insurance rating, consistent with adopted service levels.
- **Policy Utilities 7.4**
Continue and improve maintenance management, including preventive maintenance, repairs and replacements.
- **Policy Utilities 7.6**
Continue to improve operations and maintenance program management, including safety, asset management and meter replacement.
- **Policy Utilities 7.7**
Develop and maintain adequate storage, transmission and distribution facilities.

Transmission and Distribution Projects - Water

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Drinking Water PRV Telemetry	\$23,347	\$23,347	\$23,347	\$0	\$0	\$0	\$70,041
Security and Remote Systems Program	\$58,419	\$58,419	\$58,419	\$0	\$0	\$0	\$175,257
Water Facilities Security Card Readers	\$23,879	\$23,879	\$23,879	\$0	\$0	\$0	\$71,637
Asset Management Program	\$60,314	\$60,314	\$60,314	\$60,314	\$60,314	\$60,314	\$361,884
Fones Road Improvement Project (Water)	\$20,000	\$2,650,000	\$50,000	\$7,000	\$0	\$0	\$2,727,000
Franklin Street Overlay - Water Main Replacement	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000
36-inch Transmission Main Condition Assessment & Enhancements	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Percival Creek Pedestrian Bridge Repairs	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Ageing Watermain Replacement	\$522,725	\$522,725	\$522,725	\$522,725	\$522,725	\$522,725	\$3,136,350
Distribution System Oversizing	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$180,000
Cardinal Drive Watermain	\$500,000	\$0	\$0	\$0	\$0	\$0	\$500,000

Transmission and Distribution Projects - Water

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Distribution Main Assessment	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$150,000
Elliot Avenue Watermain	\$50,000	\$208,000	\$0	\$0	\$0	\$0	\$258,000
Transmission Main Seismic Valve	\$50,000	\$76,400	\$1,100,000	\$61,400	\$0	\$0	\$1,287,800
South Bay Water Main Extension 10th Ave to 18th Ave	\$0	\$300,000	\$1,284,410	\$0	\$0	\$0	\$1,584,410
Eastside St and Henderson Blvd Water Main Extension Design	\$0	\$0	\$163,255	\$0	\$0	\$0	\$163,255
Eastside St and Henderson Blvd Water Main Extension Construction	\$0	\$0	\$0	\$1,464,145	\$0	\$0	\$1,464,145
New Zone 417 to Zone 347 PRV Stations	\$0	\$303,000	\$0	\$0	\$0	\$0	\$303,000
Total	\$1,418,684	\$4,281,084	\$3,341,349	\$2,170,584	\$638,039	\$638,039	\$12,487,779
Funding Sources:							
Federal Grants	\$50,000	\$76,400	\$1,098,600	\$0	\$0	\$0	\$1,225,000
General Facilities Charges	\$761,170	\$761,170	\$691,349	\$609,184	\$638,039	\$638,039	\$4,098,951
Other Financing Sources	\$582,454	\$2,148,454	\$1,400	\$61,400	\$0	\$0	\$2,793,708
Transfer from Utility Revenues	\$0	\$1,270,000	\$1,540,000	\$1,500,000	\$0	\$0	\$4,310,000
Use of Fund Balance	\$25,060	\$25,060	\$10,000	\$0	\$0	\$0	\$60,120
Total	\$1,418,684	\$4,281,084	\$3,341,349	\$2,170,584	\$638,039	\$638,039	\$12,487,779

Long Term Needs & Financial Planning (Program #9609)

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The scope, costs and revenue projections are estimates. Timing for these projects may be impacted by the pace of growth and other factors. The projects are listed in the 2015-2020 Water System Plan for years 2028 - 2034, reflect 2014 dollars and are not in priority order.

The Water Utility is currently updating its Water System Plan for submittal to the Washington State Department of Health in mid-2021. The 2021-2026 Water System Plan will include an updated 20-year capital facilities plan as required by State law.

7-20 Year Future Needs

Description	Cost	Probable Funding
Distribution Main Oversizing	\$200,000	GFCs
Indian Summer Extension to Rich Road	\$600,000	GFCs, Rates
Booster Station Upgrades	\$1,200,000	Rates
Aging Pipe Replacements	\$5,000,000	Rates
Distribution Main Condition Assessment	\$2,400,000	Rates
On-site Generator Replacement	\$225,000	Rates
Asset Management Program	\$500,000	Rates
Corrosion Control Tower Condition Assessment and Upgrades	\$250,000	Rates

Water Source Development and Protection (Program #9700)

Where is this project happening?

Various locations Citywide.

Are there other CFP projects that impact this project?

N/A

Description

The overall goal of this program is to develop and maintain a water source system that provides adequate water source and water quality in compliance with Federal and State safe drinking water standards. Specific project types include water source reliability, water quality and treatment, water system structures, and equipment.

Project List

Year	Project Description	Cost Estimate
2022	Olympia Brewery Water Engineering Analysis. This project continues work to develop this new source in conjunction with Tumwater and Lacey. This project will develop a Wellhead Protection Plan and Water Rights Re-Perfection Strategy, as well as decommission existing tanks and wells. This project is funded by GFCs.	\$400,000
2022	Deschutes Ranch Restoration. This is a project to restore the Smith farm located near the Deschutes River as part of the mitigation plan related to the operations of the new McAllister Wellfield. Reforestation of a riparian zone along the Deschutes River will improve fish habitat. This project is partially funded by GFCs.	\$25,000
2022	Deschutes Watershed Restoration. This project will provide financial support to the Budd/Deschutes Watershed Environmental Stewardship Coalition consistent with the Utility's McAllister Wellfield Mitigation Agreement. Payment is pending formation of the coalition.	\$166,000
2022	Indian Summer Chlorination System. This project will design and construct hypo-chlorination facilities for the Indian Summer Well 20 to replace the existing on-site chlorine generation system. The project will transition treatment away from on-site facilities which have been problematic for utility operations.	\$609,000
2023	Briggs Well Design. The City previously purchased and transferred water rights to the Briggs well. This project will design a new groundwater supply well in the Briggs Urban Village Area to supply Zone 338 with an additional anticipated 1,100 gallons per minute of source capacity, enhancing supply redundancy and reliability for Zones 417 and 338. Drilling was originally scheduled for 2008, but the project was delayed primarily due to the need for costly iron and manganese treatment. The City obtained approval to extend the water rights development schedule until 2024 and hopes to negotiate additional extensions as needed. This project is funded by GFCs.	\$100,000
2024	Briggs Well Construction. This project will construct the new Briggs well.	\$1,600,000
2022	McAllister Domestic Replacement Well. This project replaces a domestic well located on Nisqually Indian Tribe property.	\$80,000

Year	Project Description	Cost Estimate
2022	Shana Park Well VFD Replacement. This project will replace the existing variable frequency drive (VFD) that allows for the operation of Shana Park well pump at varied speeds. The current VFD is very old, no longer manufactured, and replacement parts cannot be obtained. The VFD needs to be replaced before it reaches end of its service life. This project will increase the efficiency of the well pump, lower the energy costs of running the pump, and prolong the life of the pump.	\$130,000
2023	Allison Well VFD Replacement. This project will replace the two existing variable frequency drives (VFDs) that allow for the operation of Allison well pump at varied speeds. The current VFDs are very old, no longer manufactured, and replacement parts cannot be obtained. The VFDs need to be replaced before they reach the end of their service lives. This project will increase the efficiency of the well pumps, lower the energy costs of running the pumps, and prolong the life of the pumps.	\$190,000
2022	Rancho Serino Mitigation Property. This project will construction a fence on property jointly-owned by the City of Lacey to as a means to protect Woodland Creek from development consistent with the Utility's McAllister Wellfield Mitigation Agreement.	\$50,000

Why is this project a priority?

The Safe Drinking Water Act (SDWA) of 1974 signaled the beginning of a new age in public water supply. The detection of organic contaminants in drinking water throughout the United States spurred the passage of the SDWA.

The 2015–2020 Water System Plan calls for additional source water quality treatment in various areas of the City to meet State drinking water requirements.

Is there a level of service standard or measurable outcome?

LOS II – See program overview of LOS definitions.

What Comprehensive Plan goals and policies does this project address?

This Project reflects the following goals and policies of the Olympia Comprehensive Plan.

- **Goal Utilities 5**
Adequate supplies of clean drinking water are available for current and future generations and instream flows and aquifer capacity are protected.
 - **Policy Utilities 5.1**
Reserve water supply rights for at least 50 years in advance of need, so that supplies can be protected from contamination and they are not committed to lower priority uses.
 - **Policy Utilities 5.2**
Develop and maintain multiple, geographically-dispersed sources of water supply to increase the reliability of the system.
- **Goal Utilities 7**
The drinking water system is reliable and is operated and maintained so that high quality drinking water is delivered to customers.

- **Policy Utilities 7.2**
Maintain 100 percent compliance with all State and Federal requirements, and continually improve our water quality management program.
- **Policy Utilities 7.3**
Design Olympia’s water supply system to achieve the most favorable and practical fire insurance rating, consistent with adopted service levels.
- **Policy Utilities 7.7**
Develop and maintain adequate storage, transmission and distribution facilities.

Water Source Development and Protection

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Brewery Water Engineering Analysis	\$400,000	\$0	\$0	\$0	\$0	\$0	\$400,000
Deschutes Watershed Restoration NEW	\$166,666	\$0	\$0	\$0	\$0	\$0	\$166,666
Deschutes Ranch Restoration Construction	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
McAllister Domestic Replacement Well	\$80,000	\$0	\$0	\$0	\$0	\$0	\$80,000
Indian Summer Chlorination System	\$609,000	\$0	\$0	\$0	\$0	\$0	\$609,000
Shana Park Well VFD Replacement	\$130,000	\$0	\$0	\$0	\$0	\$0	\$130,000
Allison Well VFD Replacement	\$0	\$190,000	\$0	\$0	\$0	\$0	\$190,000
Briggs Well Design	\$0	\$100,000	\$0	\$0	\$0	\$0	\$100,000
Briggs Well Construction	\$0	\$0	\$1,600,000	\$0	\$0	\$0	\$1,600,000
Rancho Serino Mitigation	\$50,000	\$0	\$0	\$0	\$0	\$0	\$50,000
Total	\$1,460,666	\$290,000	\$1,600,000	\$0	\$0	\$0	\$3,350,666
Funding Sources:							
Other Financing Sources	\$0	\$0	\$1,600,000	\$0	\$0	\$0	\$1,600,000
Transfer from Utility Revenues	\$953,166	\$190,000	\$0	\$0	\$0	\$0	\$1,143,166
Use of Fund Balance	\$507,500	\$100,000	\$0	\$0	\$0	\$0	\$607,500
Total	\$1,460,666	\$290,000	\$1,600,000	\$0	\$0	\$0	\$3,350,666

Long Term Needs & Financial Planning (Program #9700)

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The scope, costs and revenue projections are estimates. Timing for these projects may be impacted by the pace of growth and other factors. The projects are listed in the 2015-2020 Water System Plan for years 2028 - 2034, reflect 2014 dollars and are not in priority order.

The Water Utility is currently updating its Water System Plan for submittal to the Washington State Department of Health in mid-2021. The 2021-2026 Water System Plan will include an updated 20-year capital facilities plan as required by State law.

7-20 Year Future Needs

Description	Cost	Probable Funding
Hoffman Well Treatment Design	\$338,870	GFCs
Hoffman Well Treatment Construction	\$1,354,450	GFCs

Water Storage Systems (Program #9610)

Where is this project happening?

Various locations Citywide.

Are there other CFP projects that impact this project?

N/A

Description

The overall goal of this project is to develop and maintain a water reservoir system that provides adequate water storage and “chlorine contact time” in compliance with Federal and State safe drinking water standards. It would also ensure that storage reservoirs are sized sufficiently to have reserve water for firefighting. Specific project types include reservoirs, water lines, seismic upgrades, water quality and treatment, water system structures and equipment.

Project List

Year	Project Description	Cost Estimate
2022	Elliott Reservoir Seismic Retrofit Construction. This project will complete recommended seismic retrofits to the Elliott Reservoir. Improvements will include interior column wrapping, dowels to tie roof slab to perimeter walls, and perimeter retaining wall. A State Revolving Fund loan has been received for this project.	\$10,000
2022	Fir Street #1 and #2 Reservoirs Seismic Retrofit Construction. This project will complete recommended seismic retrofits to Fir Street Reservoirs. Improvements will include the addition of perimeter walls with reinforcing cables, the addition of collars on the interior columns, and upgrades to the McCormick Valve house. A State Revolving Fund loan has been received for this project.	\$10,000
2022, 2023	Boulevard Road Reservoir Rehabilitation Construction. This project will rehabilitate the Boulevard Road Reservoir to address deficiencies in interior/exterior coating systems and structural components, as well as complete recommended seismic retrofits. The project will prolong service life and enhance system reliability. A State Revolving	\$3,000,000
2025, 2026	Hoffman Court Reservoir Rehabilitation Construction. This project will rehabilitate the Hoffman Court Reservoir to address deficiencies in interior/exterior coating systems and structural components, as well as complete recommended seismic retrofits. The project will prolong service life and enhance system reliability.	\$6,207,810
2027	Eastside Reservoir (tank) Rehabilitation Construction. This project will rehabilitate the Eastside Reservoir to address deficiencies. The project will prolong service life and enhance system reliability.	\$3,103,906

Why is this project a priority?

The Safe Drinking Water Act (SDWA) of 1974 signaled the beginning of a new age in public water supply. The detection of organic contaminants in drinking water throughout the United States spurred the passage of the SDWA.

One of the federally mandated standards of the SDWA is adequate “chlorine contact time.” When added to drinking water, chlorine is a disinfecting agent. The chlorine needs time, however, to react with the water to provide adequate disinfection. Water reservoirs provide the safest and most effective method to ensure that chlorine levels and contact times are adequate to meet disinfection levels. Reservoirs also provide water storage to allow for proper domestic and firefighting flows.

The 2015-2020 Water System Plan calls for additional storage in the southeast area of the City to meet State drinking water requirements. This new reservoir in the 417 Zone will provide adequate storage for at least the next 25 years.

Updated evaluations of the Fir Street and Elliot reservoirs completed in 2011 call for seismic upgrades to improve the structural integrity of the reservoirs.

Is there a level of service standard or measurable outcome?

LOS II – See program overview of LOS definitions.

What Comprehensive Plan goals and policies does this project address?

This Project reflects the following goals and policies of the Olympia Comprehensive Plan.

- **Goal Utilities 7**

The drinking water system is reliable and is operated and maintained so that high quality drinking water is delivered to customers.

- **Policy Utilities 7.3**

Design Olympia’s water supply system to achieve the most favorable and practical fire insurance rating, consistent with adopted service levels.

Water Storage Systems

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
1868P Elliot Ave Reservoir Seismic Retrofit	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fir Street Reservoirs Seismic Retrofit	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Elliott Avenue Reservoir Seismic Retrofit	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Hoffman Court Reservoir Rehabilitation Construction	\$0	\$0	\$0	\$3,103,905	\$3,103,905	\$0	\$6,207,810
Eastside (Tank) Reservoir Rehabilitation Construction	\$0	\$0	\$0	\$0	\$0	\$3,103,906	\$3,103,906
Boulevard Road Reservoir Rehabilitation Construction	\$3,000,000	\$0	\$0	\$0	\$0	\$0	\$3,000,000
Total	\$3,020,000	\$0	\$0	\$3,103,905	\$3,103,905	\$3,103,906	\$12,331,716
Funding Sources:							
Other Financing Sources	\$2,746,544	\$0	\$0	\$2,916,405	\$1,377,141	\$953,906	\$7,993,996
Transfer from Utility Revenues	\$124,334	\$0	\$0	\$100,000	\$1,600,000	\$1,900,000	\$3,724,334
Use of Fund Balance	\$149,122	\$0	\$0	\$87,500	\$126,764	\$250,000	\$613,386
Total	\$3,020,000	\$0	\$0	\$3,103,905	\$3,103,905	\$3,103,906	\$12,331,716

Long Term Needs & Financial Planning (Program #9610)

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The scope, costs and revenue projections are estimates. Timing for these projects may be impacted by the pace of growth and other factors. The projects are listed in the 2015-2020 Water System Plan for years 2028 - 2034, reflect 2014 dollars and are not in priority order.

The Water Utility is currently updating its Water System Plan for submittal to the Washington State Department of Health in mid-2021. The 2021-2026 Water System Plan will include an updated 20-year capital facilities plan as required by State law.

7-20 Year Future Needs

Description	Cost	Probable Funding
TBD	TBD	TBD

Groundwater Protection (Program #9701)

Where is this project happening?

In drinking water (wellhead) protection areas (which overlies portions of Olympia city limits, the UGA, and neighboring local jurisdictions including Thurston County) and other various locations Citywide.

Are there other CFP projects that impact this project?

- Critical Habitat Land Acquisition-Storm and Surface Water section
- Open Space Expansion-Parks, Arts and Recreation section

Description

The purpose of this program is to protect the groundwater that Olympia relies on for its drinking water supply through monitoring groundwater levels and quality, purchasing land or easements and implementing other prevention-based activities within wellhead protection areas.

Project List

Year	Project Description	Cost Estimate
2022, 2023	Wellhead Protection Area. This project will fund the installation of groundwater monitoring wells within the municipal drinking water well capture zones and an evaluation of the accuracy of current wellhead protection area delineations.	\$330,000

Why is this project a priority?

Maintaining groundwater monitoring wells within the municipal drinking water well capture zones provides advance warning of any water quality issues that could impact the City's drinking water supplies. Accurately delineating wellhead protection areas ensures protective measures are implemented in appropriate areas of the broader region of shared water resources.

Is there a level of service standard or measurable outcome?

LOS III - See program overview of LOS definitions.

What Comprehensive Plan goals and policies does this project address?

This Project reflects the following goals and policies of the Olympia Comprehensive Plan.

- **Goal Utilities 6**
Groundwater in the City's Drinking Water (Wellhead) Protection Areas is protected from contamination so that it does not require additional treatment.

- **Policy Utilities 6.1**
Monitor groundwater quality to detect contamination, evaluate pollution reduction efforts and to understand risks to groundwater.
- **Policy Utilities 5.3**
Monitor water levels in aquifers and maintain numerical groundwater models.

Groundwater Protection

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Wellhead Protection Area	\$290,000	\$40,000	\$0	\$0	\$0	\$0	\$330,000
Total	\$290,000	\$40,000	\$0	\$0	\$0	\$0	\$330,000
Funding Sources:							
Transfer from Utility Revenues	\$290,000	\$40,000	\$0	\$0	\$0	\$0	\$330,000
Total	\$290,000	\$40,000	\$0	\$0	\$0	\$0	\$330,000

Long Term Needs & Financial Planning (Program #9701)

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The scope, costs and revenue projections are estimates. Timing for these projects may be impacted by the pace of growth and other factors. The projects are listed in the 2015-2020 Water System Plan for years 2027 - 2034, reflect 2014 dollars and are not in priority order.

The Water Utility is currently updating its Water System Plan for submittal to the Washington State Department of Health in mid-2021. The 2021-2026 Water System Plan will include an updated 20-year capital facilities plan as required by State law.

7-20 Year Future Needs

Description	Cost	Probable Funding
TBD	TBD	TBD

Wastewater Projects



Effective wastewater system management is essential to public and environmental health. The challenges of effective management continue as the Olympia area population grows, land use densities increase, infrastructure ages and development occurs in outlying areas distant from the LOTT Clean Water Alliance treatment facility. Responding to these challenges requires proactive management of our public wastewater infrastructure.

Capital facility funding is important to the heavily infrastructure-dependent Wastewater Utility. The public system maintained by Olympia is comprised of approximately 188 miles of gravity pipe and 31 regional lift stations. The Utility is also responsible for the operation and maintenance of approximately 1,785 residential and 25 commercial Septic Tank Effluent Pumping (STEP) systems that use effluent pumps and 27.5 miles of associated STEP pressure mains. Additionally, the continued use of over 4,150 septic systems in Olympia and its Urban Growth Area creates long-term public health and water quality concerns. Conversion of septic systems to the municipal system is encouraged.

The pipes making up the wastewater infrastructure vary in age, material and structural integrity. Ongoing work to systematically inspect and evaluate the condition of the individual pipes helps prioritize repair and replacement needs. Considerable work has been completed in recent years. However, this work effort will continue in the years to come with subsequent inclusion of repair and replacement projects in the CFP.

The Olympia City Council adopted the most recent Wastewater Management Plan in 2020. The 2020 Wastewater Management Plan supports the continuation and refinement of current practices; the repair and replacement of existing pipes and pumps, extensions of major trunk lines and conversions of onsite sewage systems to public sewer service. This plan evaluates wastewater needs for a 20-year planning horizon. The plan will be reviewed and revised in 2025.

The projects contained in the Wastewater CFP are funded annually through Utility rates and General Facilities Charges. State low-interest loans and grants are pursued as needed. The 2020 Wastewater Management Plan includes a financial strategy that relies primarily on cash financing of capital projects.

Through the use of a computer model, sewer pipe capacities were evaluated to develop the 2020 Wastewater Management Plan. The model identified areas of the wastewater system that are projected to be over capacity by the year 2050, using projected buildout for the City. Capacity upgrade projects have been incorporated into this CFP. Due to sewer overflows during heavy rain events in early 2021, the first of these upgrade projects was moved earlier in the CFP than projected in the Plan.

Growth-Related Projects

Projects that fall under this category are associated with work accommodating customer base expansion and are therefore funded by General Facility Charges (GFC) revenue. When an upgrade project serves both new and existing development, a portion of the project cost is funded by GFCs. This CFP identifies numerous lift station upgrades and sewer extensions that are appropriate for GFC funding. These projects will often accommodate both existing and future needs.

Asphalt Overlay Adjustments—Sewer (Program #9021)

Where is this project happening?

Citywide as determined by the Transportation Program's six-year Transportation Improvement Program (TIP)

Are there other CFP projects that impact this project?

- Street Repair and Reconstruction Projects-Transportation Section
- Asphalt Overlay Adjustments-Drinking Water and Storm and Surface Water Sections

Description

The work of the City's annual overlay and street reconstruction projects includes replacing and adjusting wastewater utility castings within streets. These wastewater funds are passed through to transportation street repair and reconstruction projects for incidental wastewater upgrades.

Why is this project a priority?

Asphalt overlay and street reconstruction projects often require the adjustment/replacement of wastewater system structures (e.g., maintenance hole frames and lids) as part of the paving process. The goal of this work is to replace damaged castings and to ensure that all castings are adjusted to the new pavement level.

What Comprehensive Plan goals and policies does this project address?

This CFP reflects the goals and policies of the Olympia Comprehensive Plan.

- **Goal Utilities 3**
Utilities are developed and managed efficiently and effectively.
 - **Policy Utilities 3.9**
Ensure consistent maintenance, asset management, and emergency management practices for all utilities.

Asphalt Overlay Adjustments - Sewer

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Asphalt Overlay Adjustments - Sewer	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$69,300
Total	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$69,300
Funding Sources:							
Transfer from Utility Revenues	\$0	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$57,750
Use of Fund Balance	\$11,550	\$0	\$0	\$0	\$0	\$0	\$11,550
Total	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$11,550	\$69,300

Long Term Needs & Financial Planning (Program #9021)

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The scope, costs and revenue projections are estimates. Timing for these projects may be impacted by the pace of growth and other factors. The projects are listed in the 2020 Wastewater Management Plan and are not in priority order.

7-20 Year Future Needs

Description	Cost	Probable Funding
Asphalt Overlay Adjustments	\$162,000	Rates

Infrastructure Pre-Design and Planning—Sewer (Program #9903)

Where is this project happening?

City sewer service area

Are there other CFP projects that impact this project?

Not defined at this time

Description

These funds support pre-design conceptual evaluation of wastewater projects and potential alternatives in order to refine complex projects prior to launching full permitting and design. Additionally, the funds are used to expediently respond to emergencies and other unanticipated needs.

Project List

Year	Project Description	Cost Estimated
2022	Safe Wastewater Structure Access. This project will identify sewer structures without a safe access method and plan for adding safe access.	\$3,000
2022-2027	Pre-Design and Planning. Develops project scopes and cost estimates. Responds to emergencies.	\$661,500

Why is this project a priority?

The City's Wastewater Management Plan and six-year Financial Plan identify projects from a planning-level perspective based on detected deficiencies in specific portions of the system. They also include planning-level cost estimates completed at the time the Plan was developed. These estimates may not include enough detail in the scope to accurately assess project costs. This program evaluates complex projects prior to full initiation of design and permitting. It ensures accurate scope of work, cost estimates and a full evaluation of project alternatives. Other uses for this information include timely staff response to unanticipated public or environmental risks while long-term funding is secured.

Is there a level of service standard or measurable outcome?

Not listed

What Comprehensive Plan goals and policies does this project address?

This Program reflects the following goals and policies of the Olympia Comprehensive Plan.

- Goal Utilities 8
The City and its growth area are served by a City-owned wastewater collection and transmission system that is designed to minimize leakage, overflows, infiltration and inflows so as to provide sufficient capacity for projected demand.
 - Policy Utilities 8.8
Evaluate the structural integrity of aging wastewater facilities and repair and maintain as needed.

Infrastructure Pre-Design and Planning - Sewer

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
ADA ramps for accessibility for the Washington Center	\$110,250	\$110,250	\$110,250	\$110,250	\$110,250	\$110,250	\$661,500
Safe Wastewater Structure Access	\$3,000	\$0	\$0	\$0	\$0	\$0	\$3,000
Total	\$113,250	\$110,250	\$110,250	\$110,250	\$110,250	\$110,250	\$664,500
Funding Sources:							
Transfer from Utility Revenues	\$0	\$110,250	\$110,250	\$110,250	\$110,250	\$110,250	\$551,250
Use of Fund Balance	\$113,250	\$0	\$0	\$0	\$0	\$0	\$113,250
Total	\$113,250	\$110,250	\$110,250	\$110,250	\$110,250	\$110,250	\$664,500

Long Term Needs & Financial Planning (Program #9903)

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The scope, costs and revenue projections are estimates. Timing for these projects may be impacted by the pace of growth and other factors. The projects are listed in the 2020 Wastewater Management Plan and are not in priority order.

7-20 Year Future Needs

Description	Cost	Probable Funding
Pre-Design and Planning	\$1,543,000	Rates

Lift Stations—Sewer (Program #9806)

Where is this project happening?

Various Locations Citywide. See Project List.

Are there other CFP projects that impact this project?

N/A

Description

Aging pumps and associated systems in our lift stations need to be upgraded or reconstructed in order to provide dependable service while meeting increasing wastewater flows. Projects may include increasing pumping capacity, installing new force mains, providing backup power generators, and upgrading facilities to current Department of Ecology sewage pumping system standards.

Project List

Year	Project Description	Cost Estimated
2022	Water Street Generator. This project will replace an emergency backup power generator that has reached its serviceable life with updated equipment.	\$10,000
2022	Miller and Central Lift Station Improvements. This project will update obsolete lift station equipment including pipelines and will ensure that the infrastructure is sized for anticipated growth and to improve functionality.	\$2,075,000
2022-2023	Old Port 1 Lift Station Upgrade Construction. Upgrade existing lift station and install new force main to enhance system reliability for existing and future flows.	\$3,150,000
2022	Miller and Ann Lift Station Upgrade Design. Design of upgrades to the existing lift station to enhance system reliability for current and future flows. This project is partially funded by GFCs.	\$124,200
2023	Miller and Ann Lift Station Upgrade Construction. Upgrade existing lift station for existing and future flows. This project is partially funded by GFCs.	\$516,240
2023	Rossmoor Lift Station Upgrade Design. Design of upgrades to the existing lift station and new force main to enhance system reliability for current and future flows. This project is partially funded by GFCs.	\$259,200
2024	Rossmoor Lift Station Upgrade Construction. Upgrade existing lift station and install new force main to enhance system reliability for current and future flows. This project is partially funded by GFCs.	\$1,075,680
2025	Old Port II Lift Station Upgrade Design. Design of upgrades to the existing lift station and new force main to enhance system reliability for current and future flows. This project is partially funded by GFCs.	\$401,760

Year	Project Description	Cost Estimated
2026	Old Port II Lift Station Upgrade Construction. Upgrade the existing lift station and install new force main for existing and future flows. This project is partially funded by GFCs.	\$1,072,920
2027	Roosevelt & Yew Lift Station Upgrade Design. Design of upgrades to the existing lift station to enhance system reliability for current and future flows. This project is partially funded by GFCs.	\$306,720

Why is this project a priority?

Pumps are an integral element of our sewer infrastructure. Lift stations pose critical risks for spills and associated public and environmental health impacts. Unlike gravity sewer pipes, pump stations are complex mechanical and electrical systems susceptible to chronic or acute failure. The lift stations must operate well in order to prevent sewer overflows.

Is there a level of service standard or measurable outcome?

None listed

What Comprehensive Plan goals and policies does this project address?

This Program reflects the following goals and policies of the Olympia Comprehensive Plan.

- **Goal Utility 8**

The City and its growth area are served by a City-owned wastewater collection and transmission system that is designed to minimize leakage, overflows, infiltration and inflows so as to provide sufficient capacity for projected demand.

- **Policy Utility 8.1**

Extend the wastewater gravity collection system through both public and private development projects.

- **Policy Utility 8.8**

Evaluate the structural integrity of aging wastewater facilities and repair and maintain as needed.

Lift Stations - Sewer

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Old Port 1 Lift Station Upgrade	\$2,950,000	\$200,000	\$0	\$0	\$0	\$0	\$3,150,000
Water Street Lift Station Generator	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Miller & Central Lift Station Improvements	\$2,075,000	\$0	\$0	\$0	\$0	\$0	\$2,075,000
Miller & Ann Lift Station Upgrade Design	\$124,200	\$0	\$0	\$0	\$0	\$0	\$124,200
Miller & Ann Lift Station Upgrade Construction	\$0	\$516,240	\$0	\$0	\$0	\$0	\$516,240
Rossmoor Lift Station Upgrade Design	\$0	\$259,200	\$0	\$0	\$0	\$0	\$259,200
Rossmoor Lift Station Upgrade Construction	\$0	\$0	\$1,075,680	\$0	\$0	\$0	\$1,075,680
Old Port 2 Lift Station Upgrade Design	\$0	\$0	\$0	\$401,760	\$0	\$0	\$401,760
Old Port 2 Lift Station Upgrade Construction	\$0	\$0	\$0	\$0	\$1,672,920	\$0	\$1,672,920
Roosevelt & Yew Lift Station Upgrade Design	\$0	\$0	\$0	\$0	\$0	\$306,720	\$306,720
Total	\$5,159,200	\$975,440	\$1,075,680	\$401,760	\$1,672,920	\$306,720	\$9,591,720
Funding Sources:							
General Facilities Charges	\$300,000	\$425,440	\$80,680	\$201,760	\$837,920	\$3,000	\$1,848,800
Other Financing Sources	\$800,000	\$150,000	\$780,000	\$0	\$0	\$270,000	\$2,000,000
Transfer from Utility Revenues	\$750,000	\$400,000	\$215,000	\$200,000	\$835,000	\$33,720	\$2,433,720
Use of Fund Balance	\$3,309,200	\$0	\$0	\$0	\$0	\$0	\$3,309,200
Total	\$5,159,200	\$975,440	\$1,075,680	\$401,760	\$1,672,920	\$306,720	\$9,591,720

Long Term Needs & Financial Planning (Program #9806)

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The scope, costs and revenue projections are estimates. Timing for these projects may be impacted by the pace of growth and other factors. The projects are listed in the 2020 Wastewater Management Plan and are not in priority order.

7-20 Year Future Needs

Description	Cost	Probable Funding
Roosevelt & Yew Lift Station Upgrade Construction	\$1,583,000	Rates, GFCs
Jasper and Eastside Lift Station Upgrade Design	\$300,000	Rates
Jasper and East Lift Station Upgrade Construction	\$1,247,000	Rates
Woodfield Estates Lift Station Upgrade Design	\$150,000	Rates
Woodfield Estates Lift Station Upgrade Construction	\$621,000	Rates
East Bay Marina Lift Station Upgrade Design	\$200,000	Rates, GFCs
East Bay Marina Lift Station Upgrade Construction	\$832,000	Rates, GFCs
Holiday Hills Lift Station Upgrade Design	\$425,000	Rates, GFCs
Holiday Hills Lift Station Upgrade Construction	\$1,772,000	Rates, GFCs
Kempton Downs Lift Station Design	\$87,000	Rates, GFCs
Kempton Downs Lift Station Construction	\$323,000	Rates, GFCs
Colonial Estates Lift Station Design	\$150,000	Rates, GFCs
Colonial Estates Lift Station Construction	\$553,000	Rates, GFCs
Division & Farwell Lift Station Design	\$138,000	Rates, GFCs
Water Street Lift Station Replacement Design	\$1,200,000	Rates, GFCs
Water Street Lift Station Replacement Construction	\$4,800,000	Rates, GFCs

Onsite Sewer System Conversions—Sewer (Program #9813)

Where is this project happening?

Various locations Citywide.

Are there other CFP projects that impact this project?

N/A

Description

Supporting the conversion of existing onsite sewage systems to municipal sewer services is a City priority. Efforts to pursue conversions rely on both mandatory regulations and financial incentives. This program provides funding for both minor sewer extensions typically along a short section of street and coordinated neighborhood sewer extensions covering larger areas.

Project List

Year	Project Description	Cost Estimated
2022	6th Avenue Sewer Extension. This project the extension of sewer to a neighborhood currently served by septic systems. This project is funded by GFCs.	\$361,437
2022	Van Epps Street Sewer Extension. This project the extension of sewer to a neighborhood currently served by septic systems. This project is funded by GFCs.	\$375,576
2022-2027	Neighborhood Sewer Extensions. This project funds extensions of public sewer pipes into neighborhoods. This project is funded by GFCs.	\$3,000,000

Why is this project a priority?

In increasingly densely developed urban settings, onsite septic systems pose long-term threats to public and environmental health. City goals and policies provide various resources, including CFP funding, for the conversion to municipal sewer.

Is there a level of service standard or measurable outcome?

None Listed.

What Comprehensive Plan goals and policies does this project address?

This CFP reflects the goals and policies of the Olympia Comprehensive Plan.

This Program reflects the following goals and policies of the Olympia Comprehensive Plan.

- **Goal Utility 8**

The City and its growth area are served by a City-owned wastewater collection and transmission system that is designed to minimize leakage, overflows, infiltration and inflows so as to provide sufficient capacity for projected demand.

- **Policy Utility 8.1**

Extend the wastewater gravity collection system through both public and private development projects.

- **Policy Utility 8.4**

Encourage septic system owners to connect to the City wastewater system by offering incentives, cost-recovery mechanisms, pipe extensions and other tools.

Onsite Sewer System Conversions - Sewer

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
6th Avenue Sewer Extension	\$361,437	\$0	\$0	\$0	\$0	\$0	\$361,437
Van Epps Street Sewer Extension	\$375,576	\$0	\$0	\$0	\$0	\$0	\$375,576
Neighborhood Sewer Extensions	\$600,000	\$100,000	\$1,100,000	\$0	\$100,000	\$1,100,000	\$3,000,000
Total	\$1,337,013	\$100,000	\$1,100,000	\$0	\$100,000	\$1,100,000	\$3,737,013
Funding Sources:							
General Facilities Charges	\$750,213	\$100,000	\$1,040,000	\$0	\$17,800	\$1,100,000	\$3,008,013
Other Financing Sources	\$43,800	\$0	\$60,000	\$0	\$82,200	\$0	\$186,000
Use of Fund Balance	\$543,000	\$0	\$0	\$0	\$0	\$0	\$543,000
Total	\$1,337,013	\$100,000	\$1,100,000	\$0	\$100,000	\$1,100,000	\$3,737,013

Long Term Needs & Financial Planning (Program #9813)

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The scope, costs and revenue projections are estimates. Timing for these projects may be impacted by the pace of growth and other factors. The projects are listed in the 2020 Wastewater Management Plan and are not in priority order.

7-20 Year Future Needs

Description	Cost	Probable Funding
Neighborhood Sewer Extensions	\$6,615,000	GFCs

Pipe Extensions (Program #9809)

Where is this project happening?

Various locations

Description

Supporting efforts to encourage construction of regional sewer infrastructure. This program also funds the replacement of aging asbestos cement (AC) sewer force mains.

Project List

Year	Project Description	Cost Estimated
2022	Sewer Main Extension. This project will fund sewer main extensions using federal stimulus money, if granted. The extensions will serve future growth and may allow for conversions of existing septic systems to sewer.	\$1,500,000
2027	Percival Creek Sewer Replacement. This project will fund the analysis, design and construction of a replacement of the sewer on the Percival Creek Utility Bridge. The sewer main line located on the bridge, and the bridge itself, was damaged in a windstorm in February 2020.	\$1,000,000

Why is this project a priority?

Private development typically drives expansion of the City's sewer system. However, this type of growth may not occur in areas where development densities are not as favorable. This program will provide funding to explore options for sewer extensions into these areas as well as AC force main replacement projects. This program will also provide funding for a replacement of the sewer on the Percival Creek Utility Bridge.

Is there a level of service standard or measurable outcome?

None Listed.

What Comprehensive Plan goals and policies does this project address?

This Program reflects the following goals and policies of the Olympia Comprehensive Plan.

- **Goal Utility 8**
The City and its growth area are served by a City-owned wastewater collection and transmission system that is designed to minimize leakage, overflows, infiltration and inflows so as to provide sufficient capacity for projected demand.
 - **Policy Utility 8.1**
Extend the wastewater gravity collection system through both public and private development projects.

- **Policy Utility 8.8**
Evaluate the structural integrity of aging wastewater facilities and repair and maintain as needed.

Pipe Extensions

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Percival Creek Pedestrian Bridge Repairs	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Sewer Main Extension (stimulus funding)	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$1,500,000
Percival Creek Sewer Replacement	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$1,000,000
Total	\$1,525,000	\$0	\$0	\$0	\$0	\$1,000,000	\$2,525,000
Funding Sources:							
Other Financing Sources	\$1,500,000	\$0	\$0	\$0	\$0	\$1,000,000	\$2,500,000
Use of Fund Balance	\$25,000	\$0	\$0	\$0	\$0	\$0	\$25,000
Total	\$1,525,000	\$0	\$0	\$0	\$0	\$1,000,000	\$2,525,000

Long Term Needs & Financial Planning (Program #9809)

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The scope, costs and revenue projections are estimates. Timing for these projects may be impacted by the pace of growth and other factors. The projects are listed in the 2020 Wastewater Management Plan and are not in priority order.

7-20 Year Future Needs

Description	Cost	Probable Funding
Percival Creek Sewer Replacement	\$3,725,000	Rates
Gravity Sewer Extensions	\$2,537,000	GFCs
AC Force Main Upgrades, Phase I	\$1,141,000	Rates
AC Force Main Upgrades, Phase II	\$1,141,000	Rates
AC Force Main Upgrades, Phase III	\$1,141,000	Rates

Replacement and Repairs—Sewer (Program #9703)

Where is this project happening?

City sewer service area

Are there other CFP projects that impact this project?

The Fones Road Side Sewer project is associated with the transportation improvement project.

Description

Provide funds for replacement and rehabilitation of existing pipe systems and maintenance holes. When possible, trenchless technologies are used to minimize disruptions and costs.

Project List

Year	Project Description	Cost Estimated
2022	Stratford Lane STEP to Gravity Conversion. This project will convert an existing STEP system to a gravity sewer system.	\$10,000
2022	2021 Sewer Repairs. This project provides for replacement of sections of pipe requiring design and construction management.	\$100,000
2022	2021 Sewer CIPP Rehabilitation. Extends the life of pipe through the use of cured-in-place technology.	\$165,000
2022	2021 Sewer Rehabilitation (Pipe Bursting). Replaces pipe by drawing a new pipe through the existing pipe.	\$175,000
2022	2019 Maintenance Hole Rehabilitation. Provides for lining of maintenance holes to prevent corrosion.	\$40,000
2022	Sequoia STEP Upgrade. Provides for the upgrade of an existing commercial STEP system to increase long-term reliability.	\$100,000
2022	Landis Pointe STEP Upgrade. Provides for the upgrade of an existing commercial STEP system to increase long-term reliability.	\$150,000
2022-2023	Safe Sewer Structure Access. Provides for adding safe access to sewer structures.	\$210,000
2022-2025	Fones Road Side Sewer. Provides for upgrading side sewers during the transportation improvement project.	\$115,000
2022-2027	Asphalt for Sewer Repairs. Asphalt for roadway restoration after sewer repairs.	\$195,300
2023-2027	STEP to Gravity Conversions. Funds to convert existing STEP systems to gravity service. Future projects to be determined.	\$472,500
2023-2027	Cured-in-place Pipe Rehabilitation. Funds projects that extend the life of pipe through the use of cured-in-place technology.	\$993,300

Year	Project Description	Cost Estimated
2022, 2024 & 2026	Sewer Repairs. Repairs and replaces small sections of sewer pipe requiring design and construction management.	\$315,000
2024 & 2027	Maintenance Hole Rehabilitation and Installation. Address structural deficiencies, leaks, and/or corrosion needs and add new structures to existing sewer mains.	\$296,100

Why is this project a priority?

This program provides improvements to the sewer pipe system to assure adequate service and prevent catastrophic system failure and sewage release. An annual list of priority projects is developed based on the results of CCTV inspections of the sewer lines and implementation of the condition rating program. Planned repairs include major prioritized work and maintenance hole rehabilitation to address corrosion in maintenance holes. Reducing maintenance needs is also a priority.

Is there a level of service standard or measurable outcome?

N/A

Comprehensive Plan and Functional Plan(s) Citations

This program reflects the following goals and policies of the Olympia Comprehensive Plan.

- **Goal Utilities 8**
The City and its growth area are served by a City-owned wastewater collection and transmission system that is designed to minimize leakage, overflows, infiltration and inflows so as to provide sufficient capacity for projected demand.
 - **Policy Utilities 8.8**
Evaluate the structural integrity of aging wastewater facilities and repair and maintain as needed.
- **Goal Utilities 9**
The Utility will facilitate the implementation and use of new technology and management systems.

Replacement and Repairs - Sewer

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
2021 Sewer Repairs	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
2019 Manhole Repair & Replacement	\$40,000	\$0	\$0	\$0	\$0	\$0	\$40,000
Stratford Lane STEP to Gravity Conversion	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Fones Road Side Sewer	\$5,000	\$90,000	\$10,000	\$10,000	\$0	\$0	\$115,000
2021 Sewer CIPP Rehabilitation	\$165,000	\$0	\$0	\$0	\$0	\$0	\$165,000
2021 Sewer Rehabilitation (Pipe Bursting)	\$175,000	\$0	\$0	\$0	\$0	\$0	\$175,000
Sequoia STEP Upgrade	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
Asphalt for Sewer Repairs	\$32,550	\$32,550	\$32,550	\$32,550	\$32,550	\$32,550	\$195,300
Landis Pointe STEP Upgrade	\$150,000	\$0	\$0	\$0	\$0	\$0	\$150,000
Sewer Main Repairs	\$105,000	\$0	\$105,000	\$0	\$105,000	\$0	\$315,000
Safe Sewer Structure Access	\$105,000	\$105,000	\$0	\$0	\$0	\$0	\$210,000
STEP to Gravity Conversions	\$0	\$157,500	\$0	\$157,500	\$0	\$157,500	\$472,500
Maintenance Hole Rehabilitation and Installation	\$0	\$0	\$148,050	\$0	\$0	\$148,050	\$296,100
Cured in place Pipe Rehabilitation	\$0	\$55,650	\$441,000	\$0	\$55,650	\$441,000	\$993,300
Total	\$987,550	\$440,700	\$736,600	\$200,050	\$193,200	\$779,100	\$3,337,200
Funding Sources:							
Transfer from Utility Revenues	\$0	\$440,700	\$736,600	\$200,050	\$193,200	\$779,100	\$2,349,650
Use of Fund Balance	\$987,550	\$0	\$0	\$0	\$0	\$0	\$987,550
Total	\$987,550	\$440,700	\$736,600	\$200,050	\$193,200	\$779,100	\$3,337,200

Long Term Needs & Financial Planning (Program #9703)

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The scope, costs and revenue projections are estimates. Timing for these projects may be impacted by the pace of growth and other factors. The projects are listed in the 2020 Wastewater Management Plan and are not in priority order.

7-20 Year Future Needs

Description	Cost	Probable Funding
Cured-in-Place Pipe Rehabilitation	\$2,042,000	Rates
Sewer Main Repairs	\$1,882,000	Rates
Maintenance Hole Rehabilitation and Replacement	\$504,000	Rates
STEP to Gravity Conversions	\$779,000	Rates
Asphalt for Sewer Repairs	\$456,000	Rates

Pipe Capacity Upgrades (Program #9810)

Where is this project happening?

City sewer service area

Are there other CFP projects that impact this project?

N/A

Description

To provide funds for projects that address capacity limitations in the gravity sewer system as identified in the 2020 Wastewater Management Plan.

Project List

Year	Project Description	Cost Estimated
2022	4th Avenue Sewer Design. This project will fund the design of a capacity deficiency identified in the 2020 Wastewater Management Plan.	\$606,400
2023	4th Avenue Sewer Construction. This project will fund the construction of a capacity deficiency identified in the 2020 Wastewater Management Plan.	\$1,102,500
2025	Jefferson Street Sewer (Phase I) Design. This project will fund the design of a capacity deficiency identified in the 2020 Wastewater Management Plan.	\$771,750
2026	Jefferson Street Sewer (Phase I) Construction. This project will fund the construction of a capacity deficiency identified in the 2020 Wastewater Management Plan.	\$1,687,350

Why is this project a priority?

This program provides improvements to the gravity sewer system identified through computer modeling as projected to be over capacity within 20 years. With increased flows into the sewer system from increased population growth or excess Inflow and Infiltration, locations identified as at or near capacity could back up and cause sewer overflows. Protecting public and environmental health is a key priority for the utility.

Is there a level of service standard or measurable outcome?

N/A

What Comprehensive Plan goals and policies does this project address?

This program reflects the following goals and policies of the Olympia Comprehensive Plan.

- **Goal Utilities 8**
The City and its growth area are served by a City-owned wastewater collection and transmission system that is designed to minimize leakage, overflows, infiltration and inflows so as to provide sufficient capacity for projected demand.
 - **Policy Utilities 8.8**
Evaluate the structural integrity of aging wastewater facilities and repair and maintain as needed.
- **Goal Utilities 9**
The Utility will facilitate the implementation and use of new technology and management systems.

Pipe Capacity Upgrades

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
4th Avenue Sewer Design	\$606,900	\$0	\$0	\$0	\$0	\$0	\$606,900
4th Avenue Sewer Construction	\$0	\$1,102,500	\$0	\$0	\$0	\$0	\$1,102,500
Jefferson Street Sewer (Phase 1) Design	\$0	\$0	\$0	\$771,750	\$0	\$0	\$771,750
Jefferson Street Sewer (Phase 1) Construction	\$0	\$0	\$0	\$0	\$1,687,350	\$0	\$1,687,350
Total	\$606,900	\$1,102,500	\$0	\$771,750	\$1,687,350	\$0	\$4,168,500
Funding Sources:							
General Facilities Charges	\$300,000	\$482,500	\$0	\$771,750	\$350,000	\$0	\$1,904,250
Other Financing Sources	\$300,000	\$620,000	\$0	\$0	\$430,000	\$0	\$1,350,000
Use of Fund Balance	\$6,900	\$0	\$0	\$0	\$0	\$0	\$6,900
Total	\$606,900	\$1,102,500	\$0	\$771,750	\$1,687,350	\$0	\$4,168,500

Long Term Needs & Financial Planning (Program #9810)

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The scope, costs and revenue projections are estimates. Timing for these projects may be impacted by the pace of growth and other factors. The projects are listed in the 2020 Wastewater Management Plan and are not in priority order.

7-20 Year Future Needs

Description	Cost	Probable Funding
Jefferson Street Sewer (Phase II)	\$356,000	Rates, GFCs
Columbia Street Sewer	\$609,000	Rates, GFCs

Sewer System Planning - Sewer (Program #9808)

Where is this project happening?

Within the City's urban growth area

Are there other CFP projects that impact this project?

N/A

Description

Planning and evaluation efforts necessary to address long-term infrastructure and program needs.

Project List

Year	Project Description	Cost Estimated
2022	Percival Bridge Directional Drilling Analysis. Provides for determining the feasibility and cost estimate for replacing the Percival Bridge Sewer with a new sewer by directional drilling.	\$10,000

Why is this project a priority?

Funds are contributed annually for investigation of pipe structural conditions and overall system planning. This work supports the effective management of the wastewater system including repairs of existing infrastructure.

Is there a level of service standard or measurable outcome?

N/A

What Comprehensive Plan goals and policies does this project address?

This program reflects the following goals and policies of the Olympia Comprehensive Plan.

- **Goal Utilities 8**
The City and its growth area are served by a City-owned wastewater collection and transmission system that is designed to minimize leakage, overflows, infiltration and inflows so as to provide sufficient capacity for projected demand.
 - **Policy Utilities 8.8**
Evaluate the structural integrity of aging wastewater facilities and repair and maintain as needed.
- **Goal Utilities 9**
The Utility will facilitate the implementation and use of new technology and management systems.

Sewer System Planning - Sewer

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Percival Creek Bridge Directional Drilling Analysis	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Total	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Funding Sources:							
Use of Fund Balance	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Total	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000

Long Term Needs & Financial Planning (Program #9808)

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The scope, costs and revenue projections are estimates. Timing for these projects may be impacted by the pace of growth and other factors. The projects are listed in the 2020 Wastewater Management Plan and are not in priority order.

7-20 Year Future Needs

Description	Cost	Probable Funding
Sewer System CCTV Inspection and Condition Rating Program	\$456,000	Rates
Sewer Force Main Condition Assessment Program	\$294,000	Rates
Asset Management Implementation and Maintenance	\$456,000	Rates

Stormwater and Surface Water Projects



Storm and surface water management is a key environmental service provided by the City. Capital projects funded by the Storm and Surface Water Utility reflect a local responsibility to correct flooding problems, protect water quality, and enhance aquatic habitat in local creeks, wetlands and marine waters. Typical projects include:

- Stormwater pipe systems
- Regional stormwater storage ponds
- Storm and surface water planning
- Environmental land purchase and stewardship
- Neighborhood stormwater treatment facilities
- Demonstration projects using new technologies
- Riparian forest and wetland revegetation
- Fish passage improvements
- Sea level rise adaptation
- Stream bank stabilization
- Culvert replacements

The effectiveness of the City's stormwater system at managing flooding and protecting the natural environment varies depending on location. Private developments and City capital projects constructed prior to the mid-1980s were required to provide modest stormwater conveyance capacity, no water quality treatment, and very minimal storage of runoff in constructed ponds. Numerous complex flooding problems and irreversible habitat loss were caused by these early developments. Until recently, the majority of stormwater project funding has been spent addressing these historical concerns. Community expectations and regulations for managing stormwater have shifted dramatically in recent years, resulting in a more holistic look at stormwater management.

The Storm and Surface Water program's success at resolving flooding problems during the last fifteen years has provided the City an opportunity to focus on water quality improvement, habitat protection, sea level rise adaptation and scheduled replacement of aging pipe systems. The 2018 Storm and Surface Water Plan emphasizes the role of the Utility in environmental protection. The Plan provides guidance on Utility goals, implementation strategies and expected outcomes. Capital projects, in concert with other elements of the Storm and Surface Water program, help meet these Utility goals:

Flooding

Reduce the frequency and severity of flooding so hazards are eliminated, except during major storm events. The Utility will minimize potential flooding associated with new development through regulations for onsite stormwater systems. Flooding arising from existing inadequate public infrastructure will be addressed in a timely manner.

Water Quality

Improve water quality Citywide, while focusing infrastructure upgrades to reduce stormwater contaminant loads from untreated areas of the City. Improving water quality in local streams, lakes, wetlands and Budd Inlet by retrofitting older high-traffic arterials and adjacent areas for stormwater treatment is a high priority.

Aquatic Habitat

Improve aquatic habitat functions Citywide, while focusing on protecting intact habitat, restoring degraded aquatic habitats, and improving Budd Inlet's shoreline. The relationship between aquatic habitat conditions and land-use impacts in urbanizing basins is scientifically complex and challenging to manage in an urban context. Efforts include protecting high quality habitats while providing tangible improvements to other aquatic systems. Existing aquatic habitats also provide many tangible flood attenuation and water quality improvement functions. Work to quantify opportunities for land acquisition and stewardship that protect and improve aquatic habitat condition and function is ongoing. This work helps prioritize future efforts.

Several new capital needs are facing the Utility including new State and Federal regulations and long-term infrastructure replacement. Regulations stemming from the Federal Clean Water Act (e.g., Total Maximum Daily Loads, National Pollution Discharge Elimination System) have led to new areas of water quality work. Equally significant from a financial perspective is the acknowledgement that numerous major stormwater conveyance systems are reaching, or have exceeded, their life expectancy. Efforts are underway to evaluate and document aging pipe systems. Prioritized pipe upgrades and replacements have become a regular component of the CFP.

Several culverts that are approaching the end of their life expectancy are on fish bearing streams. State and Federal regulations require that those crossings are replaced with fish passable structures. These projects will be prioritized according to need and by the pipe's remaining service life. Fish passage upgrades to existing stream crossings that result in significant habitat gains might qualify for partial grant funding.

Property acquisition projects are focused on preserving intact habitats or acquiring strategic properties that will provide multiple functions for the City and rate payers. For example, it is more cost effective to restore headwater wetlands and floodplain habitats to improve flood attenuation,

than it is to use developable lands to build stormwater detention facilities. These projects may be listed in the program for aquatic habitat improvements, but they also provide water quality and flood storage benefits. The utility is exploring the establishment of a Fee-In-Lieu program that will allow funding for these projects to come from developments paying a Fee-In-Lieu for environmental and stormwater mitigation.

The projects contained in the Plan are financed annually through Storm and Surface Water Utility rates and General Facilities Charges. Loans and grants are used, especially for water quality projects. Debt financing has been only nominally used by the Utility.

Growth-Related Projects

Projects that fall under this category are associated with work to accommodate new development and are funded by General Facility Charge revenue. When a project serves both new and existing development, a portion of the project cost will also be funded through Stormwater Utility rates.

Aquatic Habitat Improvements—Stormwater (Program #9024)

Where is this project happening?

Various Locations Citywide

Are there other CFP projects that impact this project?

- Water Quality Improvements-Storm and Surface Water Section
- Flood Mitigation and Collection - Storm and Surface Water Section
- Open Space Expansion-Parks, Arts and Recreation Section

Description

Implement habitat restoration projects that protect and enhance aquatic and associated terrestrial habitat in Olympia. This work involves preserving and/or restoring shorelines, streams, wetlands and associated buffer habitats. This work may also involve replacing undersized culverts on fish bearing streams with fish passable structures. Collaboration with Olympia Parks, neighborhoods, private landowners and local community organizations allows the Utility to target properties containing aquatic resources and adjacent forested buffer areas across the landscape.

Project List

Year	Project Description	Cost Estimated
2022	Morse Road Short Plat. This project prepares a short plat for the potential acquisition of a kettle at the end of Morse Road that is used for stormwater treatment.	\$851
2022-2025	Woodard Creek/Woodland Trail Fish Passage. This project would replace an undersized culvert with a fish passable structure and reduce the need for beaver management at this location. This project will be funded mostly through grants and loans.	\$827,000
2022-2027	Property Acquisition. This project identifies strategic properties to acquire, preserve, or restore aquatic functions and provide additional functions, such as water quality improvement and flood attenuation. This project will be funded mostly through grants and loans.	\$750,000
2023-2025	Indian Creek Fish Passage in the Vicinity of Boulevard Road. This project replaces three undersized culverts with fish passable structures or open channels on Indian Creek. These are three of the easier fish passage barriers to be fixed on Indian Creek and helps to restore the upper wetlands for resident fish. This project will be funded mostly through grants and loans.	\$868,200

Year	Project Description	Cost Estimated
2025 & 2026	Ellis Creek/East Bay Drive Fish Passage. This project will replace an undersized culvert with a fish passable structure, located near the estuary in Priest Point Park. This project will be funded mostly through grants and loans.	\$2,000,000
2026 & 2027	Mission Creek/East Bay Drive Fish Passage. This project will replace an undersized and substandard culvert with a fish passable structure, located near the recently restored estuary in Priest Point Park. This project will be funded mostly through grants and loans.	\$1,800,000
2026 & 2027	Indian Creek Fish Passage in the Vicinity of Wheeler Ave and Central Street. This project replaces a fish passage barrier on Indian Creek. This project will be funded mostly through grants and loans.	\$1,140,000

Why is this project a priority?

The quality of aquatic habitat within Olympia continues to be challenged as land is developed for urban uses. The Storm and Surface Water Utility mission includes a responsibility to manage and enhance our aquatic habitats. The Planning Commission and Utility Advisory Committee have recently encouraged the Utility to increase emphasis on, and funding for, aquatic habitat land acquisition and stewardship.

What Comprehensive Plan goals and policies does this project address?

This program implements the following Olympia Comprehensive Plan goals and policies:

- **Goal Natural Environment 6**
Healthy aquatic habitat is protected and restored.
 - **Policy Natural Environment 6.1**
Restore and manage vegetation next to streams, with an emphasis on native vegetation, to greatly improve or provide new fish and wildlife habitat.
 - **Policy Natural Environment 6.3**
Establish and monitor water quality and aquatic habitat health indicators based on the best scientific information available.
 - **Policy Natural Environment 6.6**
Preserve and restore the aquatic habitat of Budd Inlet and other local marine waters.
 - **Policy Natural Environment 6.7**
Partner with other regional agencies and community groups to restore aquatic habitat through coordinated planning, funding and implementation.

Aquatic Habitat Improvements - Stormwater

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Morse Road Short Plat	\$851	\$0	\$0	\$0	\$0	\$0	\$851
Property Acquisition	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$750,000
Ellis Creek/East Bay Drive Fish Passage	\$0	\$0	\$0	\$500,000	\$1,500,000	\$0	\$2,000,000
Mission Creek/East Bay Drive Fish Passage	\$0	\$0	\$0	\$0	\$450,000	\$1,350,000	\$1,800,000
Woodard Creek/Woodland Trail Fish Passage	\$80,000	\$120,000	\$627,000	\$0	\$0	\$0	\$827,000
Indian Creek Fish Passage Vicinity of Boulevard Road	\$0	\$188,200	\$70,000	\$610,000	\$0	\$0	\$868,200
Indian Creek Fish Passage Vicinity of Wheeler Ave and Central St	\$0	\$0	\$0	\$0	\$140,000	\$1,000,000	\$1,140,000
Total	\$205,851	\$433,200	\$822,000	\$1,235,000	\$2,215,000	\$2,475,000	\$7,386,051
Funding Sources:							
Other Financing Sources	\$125,000	\$125,000	\$195,000	\$735,000	\$1,390,000	\$2,137,500	\$4,707,500
Transfer from Utility Revenues	\$80,000	\$308,200	\$627,000	\$500,000	\$825,000	\$337,500	\$2,677,700
Use of Fund Balance	\$851	\$0	\$0	\$0	\$0	\$0	\$851
Total	\$205,851	\$433,200	\$822,000	\$1,235,000	\$2,215,000	\$2,475,000	\$7,386,051

Long Term Needs & Financial Planning (Program #9024)

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The scope, costs and revenue projections are estimates. Timing for these projects may be impacted by the pace of growth and other factors. Most of the projects are listed in the 2019 Stormwater Master Plan and are not in priority order.

7-20 Year Future Needs

Description	Cost	Probable Funding
Property Acquisition	\$1,750,000	Grants, Rates, Fees
Mission Creek/Bethel Street Fish Passage and Water Quality Retrofit	\$850,000	Grants, Rates, Fees
West Bay Shoreline Improvements (Garfield Creek/Lagoon Reaches)	\$750,000	Grants, Rates, Fees
East Bay Shoreline and Salt Marsh	\$1,250,000	Grants, Rates, Fees
Mission Creek/Ethridge Ave Fish Passage and Water Quality Retrofit	\$700,000	Grants, Rates, Fees
Mission Creek/Pine Ave Fish Passage and Water Quality Retrofit	\$700,000	Grants, Rates, Fees
Woodard Creek/Martin Way Fish Passage	\$3,000,000	Grants, Rates, Fees
Woodard Creek Tributary/Martin Way Fish Passage	\$2,000,000	Grants, Rates, Fees
Woodard Creek/Ensign Road Fish Passage	\$800,000	Grants, Rates, Fees
Indian Creek/Wheeler Avenue Fish Passage	\$700,000	Grants, Rates, Fees
Indian Creek/Woodland Trail Fish Passage	\$900,000	Grants, Rates, Fees
Indian Creek/Woodland Trail Fish Passage	\$700,000	Grants, Rates, Fees
Indian Creek/Martin Way Fish Passage	\$1,200,000	Grants, Rates, Fees
Indian Creek/Pacific Avenue Fish Passage	\$1,200,000	Grants, Rates, Fees

Flood Mitigation—Stormwater (Program #9028)

Where is this project happening?

Various Locations Citywide (see project list)

Are there other CFP projects that impact this project?

- Infrastructure Pre-design and Planning—Storm and Surface Water Section

Description

Stormwater pipe systems collect and convey runoff to appropriate locations in order to prevent or mitigate flooding. Some projects identified in the program anticipate or correct flooding; others provide for the timely replacement of old, problematic pipe systems.

The replacement of aging and deteriorating pipe systems is an increasingly important financial responsibility of the Utility. Problematic pipes are identified through ongoing Citywide pipe televising and condition rating programs. Several pipes have been identified that are currently failing or are expected to fail within five years. Some of the problems involve long sections of pipes; others involve only isolated spot repairs. These pipes are prioritized and repaired.

Project List

The following project list and priorities are subject to change. Priority is based on a condition rating system.

Year	Project Description	Cost Estimated
2022	Westside Stormwater Conveyance Design. This project is developing a design to eliminate or reduce flooding at the intersection of Cooper Point Road and Black Lake Boulevard. Timing of construction of the project will be determined after completion of the design work.	\$169,600
2022	Fiddlehead Outfall Tide Gate - Safety Upgrades Design. This project will develop a design to replace a small circular lid with a new hatch cover that will improve inspection and service access for equipment and personnel and improve worker safety by devising a better way to secure the heavy cast iron flap-gate during inspection. Construction will follow with separate project funding when we have a better cost estimate.	\$149,018
2022	Modular Wetland Lids Acquisition. The project funds the acquisition of modular wetland lids.	\$45,000
2022	2021 CIPP Project. This project funds project closeout for the 2021 CIPP project.	\$10,000
2022	Black Lake Ditch Bank Stabilization. This project will make repairs to eroded streambanks on Black Lake Ditch east of RW Johnson Boulevard.	\$10,000

Year	Project Description	Cost Estimated
2022	Downtown Flood Mitigation. Olympia's downtown is currently vulnerable to flooding. This project will fund projects to address this flooding.	\$182,000
2022	Downtown Tide Gates. This project will fund the installation of tide gates on key stormwater out falls.	\$64,051
2022 & 2023	Pacific Avenue at Chambers Pipe. This project will design the conveyance pipe replacement for Pacific Avenue at Chambers Street.	\$107,500
2022 & 2023	1400 Block Fredrick Street SE Culvert Replacement Design. This project will design a replacement a failing and undersized culvert on Indian Creek with a fish passable culvert at the 1400 block of Fredrick Street NE	\$75,000
2022-2025	Downtown Flood Mitigation and Sea Level Rise. Olympia's downtown is currently vulnerable to tidal flooding. In the years to come, the problem could be exacerbated by sea level rise. This project will install tide gates on key stormwater out falls to Budd Inlet thereby preventing tides from flowing up the pipes and discharging to low lying downtown streets.	\$750,000
2022-2027	Public Pond Rehabilitation. These projects rehabilitate City-owned stormwater facilities including the replacement of failing components, amending soils, establishing attractive low maintenance landscaping, and modifying the structures within the facility as needed. Rehabilitation involves more work than is typically performed during routine maintenance and is intended to enhance the function of the facility. This project will provide for the rehabilitation of one facility per year, on average.	\$318,000
2022-2027	Conveyance Spot Repairs (Pipe Rehabilitation or Replacement, and safety upgrades). This project provides for relatively minor spot repairs to the stormwater conveyance systems at locations prioritized by the condition-rating database. Repairs to the worst portions of storm systems are typically accomplished within two years of problem identification.	\$498,000
2022-2027	Condition Rating of Existing Conveyance. Television inspection and condition rating is provided for existing stormwater conveyance systems. Condition rating outcomes are used to determine replacement and repair schedules. There are approximately 172 miles of storm sewer owned and operated by the Storm and Surface Water Utility.	\$565,200
2022 & 2023	Wiggins Road Ditch Reconstruction. In coordination with the Transportation line of business, this project will reconstruct the stormwater conveyance system along Wiggins Road south of Morse-Merryman Road. This project will improve safety and conveyance capacity. This project will be mostly funded by grants and loans.	\$750,000

Year	Project Description	Cost Estimated
2023 & 2024	Ascension and 4th Avenue Pond Construction. This project will construct a stormwater facility on City-owned land between 4th and Ascension Avenues. It will provide flow control and water quality treatment to flows generated from existing developed areas that discharge to the downstream stormwater conveyance system in the Schneider Creek basin. This project will be mostly funded by grants and loans.	\$300,000
2024	1400 Block Fredrick Street SE Culvert Replacement Construction. This project will design a replacement a failing and undersized culvert on Indian Creek with a fish passable culvert at the 1400 block of Fredrick Street NE.	\$225,000
2024	Pacific Avenue at Chambers Street Pipe Replacement. This project will replace a failing conveyance pipe located under a busy arterial. This project will be mostly funded by grants and loans.	\$322,500
2025	Fiddlehead Outfall Tide Gate Safety Upgrades Construction. This project will construct the new hatch cover that will improve inspection and service access for equipment and personnel accessing the fiddlehead outfall tidegate.	\$277,000
2025 & 2026	Ken Lake Flood Conveyance . This project will design and construct a stormwater conveyance system which will reduce historical overland flooding associated with the Gruen and Stonewall Swales that are upstream tributaries to Ken Lake. This project is partially funded by GFCs.	\$684,000
2026	Westside Stormwater Conveyance Construction. This project will construct new stormwater infrastructure to address flooding at the intersection of Cooper Point Road and Black Lake Boulevard. FEMA funding assistance will be sought or bond financing may be required.	\$3,200,000
2027	Maringo Road and Lorne Street Drainage Improvements. This project will address substandard street drainage on Maringo Road and Lorne Street. This project will be mostly funded by grants and loans.	\$350,000
2027	2300 Block Crestline Boulevard Conveyance and Street Improvements. This project will address ditch flooding on Crestline Boulevard and improve the downstream conveyance system. This project will be mostly funded by grants and loans.	\$439,500

Why is this project a priority?

The stormwater infrastructure needs repairs and upgrades to prevent flooding and to update aging components. This program replaces parts of the existing system based on televising and a condition pipe rating system. Flooding problems have been reduced in recent years through capital development. However, some regional and localized problems still exist.

Is there a level of service standard or measurable outcome?

Most of the level of service standards are described in Drainage Design and Erosion Control Manual, Volume 1, Appendix 1-F. Some of the more typical standards for flood mitigation are as follows:

- Public roads shall maintain a minimum 12-foot-wide dry travel lane, except for an allowable 0.5 foot ponding depth at sags (low points), during a 10-year storm event.
- Stormwater conveyance pipes shall be sized for a 25-year storm event.
- Fish bearing culverts, bridges and stream channels shall be designed using the Washington State Department of Fish and Wildlife - Stream Simulation criteria and shall be sized to survive a 100-year storm and pass all expected sediment and debris.

What Comprehensive Plan goals and policies does this project address?

This program implements the following Olympia Comprehensive Plan goals and policies:

- **Goal Utilities 10**
The frequency and severity of flooding are reduced, and hazards are eliminated, except during major storm events.
 - **Policy Utilities 10.1**
Improve stormwater systems in areas that are vulnerable to flooding.
 - **Policy Utilities 10.3**
Evaluate the structural integrity of aging stormwater pipes and repair as needed.
 - **Policy Utilities 10.6**
Ensure that private pipe and pond systems are maintained.

Flood Mitigation - Stormwater

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Downtown Flood Mitigation and Sea Level Rise	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$750,000
Downtown Flood Mitigation	\$182,000	\$0	\$0	\$0	\$0	\$0	\$182,000
Downtown Tide Gates	\$64,051	\$0	\$0	\$0	\$0	\$0	\$64,051
Condition Rating Existing Conveyances	\$148,400	\$148,400	\$148,400	\$40,000	\$40,000	\$40,000	\$565,200
Fiddlehead Outfall Tide Gate Safety Upgrades - Design	\$149,018	\$0	\$0	\$0	\$0	\$0	\$149,018
Fiddlehead Outfall Tide Gate Safety Upgrades - Construction	\$0	\$0	\$0	\$277,000	\$0	\$0	\$277,000
Black Lake Ditch Bank Stabilization	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000

Flood Mitigation - Stormwater

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Cooper Point / Black Lake Blvd Stormwater Conveyance	\$169,600	\$0	\$0	\$0	\$0	\$0	\$169,600
Modular Wetland	\$45,000	\$0	\$0	\$0	\$0	\$0	\$45,000
Conveyance Spot Repairs	\$83,000	\$83,000	\$83,000	\$83,000	\$83,000	\$83,000	\$498,000
Public Pond Rehabilitation	\$53,000	\$53,000	\$53,000	\$53,000	\$53,000	\$53,000	\$318,000
Ascension and 4th Avenue Facility	\$0	\$75,000	\$225,000	\$0	\$0	\$0	\$300,000
Ken Lake Flood Conveyance	\$0	\$0	\$0	\$184,000	\$500,000	\$0	\$684,000
Maringo Rd and Lorne St Drainage Improvements	\$0	\$0	\$0	\$0	\$0	\$350,000	\$350,000
Wiggins Road Ditch Reconstruction	\$0	\$250,000	\$250,000	\$250,000	\$0	\$0	\$750,000
Pacific Avenue at Chambers Pipe Replacement - Design	\$60,000	\$47,500	\$0	\$0	\$0	\$0	\$107,500
Pacific Avenue at Chambers Pipe Replacement - Construction	\$0	\$0	\$322,500	\$0	\$0	\$0	\$322,500
1400 block Frederick St SE Culvert Replacement - Design	\$62,100	\$12,900	\$0	\$0	\$0	\$0	\$75,000
1400 block Frederick St SE Culvert Replacement - Construction	\$0	\$0	\$225,000	\$0	\$0	\$0	\$225,000
2300 block Crestline Blvd Conveyance and Street Improvements	\$0	\$0	\$0	\$0	\$102,000	\$337,500	\$439,500
West Side Storm Conveyance	\$0	\$0	\$0	\$0	\$3,200,000	\$0	\$3,200,000
2021 CIPP Project - Close Out	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Total	\$1,161,169	\$794,800	\$1,431,900	\$1,012,000	\$4,103,000	\$988,500	\$9,491,369
Funding Sources:							
State Grants	\$0	\$243,750	\$766,875	\$325,500	\$375,000	\$115,500	\$1,826,625
General Facilities Charges	\$192,000	\$192,000	\$192,000	\$192,000	\$192,000	\$192,000	\$1,152,000
Other Financing Sources	\$0	\$81,250	\$255,625	\$108,500	\$3,325,000	\$0	\$3,770,375
Transfer from Utility Revenues	\$323,500	\$261,800	\$201,400	\$370,000	\$195,000	\$665,000	\$2,016,700
Use of Fund Balance	\$645,669	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$725,669
Total	\$1,161,169	\$794,800	\$1,431,900	\$1,012,000	\$4,103,000	\$988,500	\$9,491,369

Long Term Needs & Financial Planning (Program #9028)

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The scope, costs and revenue projections are estimates. Timing for these projects may be impacted by the pace of growth and other factors. Most of the projects are listed in the 2019 Stormwater Master Plan and are not in priority order.

Projects that help the City adapt to rising sea levels are listed in the Olympia Sea Level Rise Response Plan and are expected to be cost-shared with others such as the Port of Olympia, the LOTT Clean Water Alliance, and the Washington State Department of Enterprise Services. The City of Olympia, the Port of Olympia and the LOTT Clean Water Alliance will continue to work together to implement the Olympia Sea Level Rise consistent with a joint-interlocal agreement executed in 2020.

7-20 Year Future Needs

Description	Cost	Probable Funding
Conveyance Spot Repairs	\$1,162,000	Rates
Condition Rating Existing Conveyance	\$560,000	Rates
Public Pond Rehabilitation (City Owned Stormwater Facilities)	\$742,000	Rates
Downtown Flood Mitigation and Sea Level Rise	\$1,750,000	Rates
2900 block 28th Avenue NW - Street and Storm Reconstruction	\$200,000	GFCs, Rates, Fees
900 block Poplar Street SE/Woodland Trail Swale Closed Depression	\$70,000	GFCs, Rates, Fees
1300 block Kaiser Road at Green Cove Creek Culvert Replacement	\$150,000	GFCs, Rates, Fees
4800 block Harrison Road Closed Depression Emergency Overflow	\$300,000	GFCs, Rates, Fees
Indian Creek Culverts at Plum Street	\$800,000	GFCs, Rates, Fees
Coleman, Bing and Walnut Conveyance	\$320,000	GFCs, Rates, Fees
Division and Scammel Conveyance	\$250,000	GFCs, Rates, Fees
North Trunk Line (Sea Level Rise Adaptation)	\$1,600,000	Rates, Fees
North Trunk Line Laterals (Sea Level Rise Adaptation)	\$716,000	Rates, Fees

7-20 Year Future Needs

Description	Cost	Probable Funding
South Trunk Line (Sea Level Rise Adaptation)	\$2,500,000	Rates, Fees
South Trunk Line Laterals (Sea Level Rise Adaptation)	\$250,000	Rates, Fees
Capitol Lake & Heritage Park Flood Barrier (Sea Level Rise Adaptation)	\$636,000	Grants, Rates, Fees
West Bay Marina Flood Barrier (Sea Level Rise Adaptation)	\$868,000	Grants, Rates, Fees
Yacht Club Peninsula Flood Barrier (Sea Level Rise Adaptation)	\$1,642,000	Grants, Rates, Fees
West Side Peninsula Flood Barrier (Sea Level Rise Adaptation)	\$3,628,000	Grants, Rates, Fees
North Shoreline Port Peninsula Flood Barrier (Sea Level Rise Adaptation)	\$2,205,000	Grants, Rates, Fees
East Shoreline Port Peninsula Flood Barrier (Sea Level Rise Adaptation)	\$915,000	Grants, Rates, Fees
500 cfs Pump Station (Sea Level Rise Adaptation)	\$37,500,000	Grants, Rates, Fees
50 cfs Pump Station (Sea Level Rise Adaptation)	\$563,000	Grants, Rates, Fees

Infrastructure Pre-Design & Planning—Stormwater (Program #9903)

Where is this project happening?

Various Locations Citywide. See Project List.

Are there other CFP projects that impact this project?

- Flood Mitigation and Collection—Storm and Surface Water Section

Description

This program provides funds for specific pre-design and planning efforts associated with the stormwater system construction, including emergency projects. Additional funding is provided under the program for pervious pavement contingency/repair work. Funding for pre-design is not needed at the present time but could be requested in future CFPs.

Project List

Year	Project Description	Cost Estimated
2022-2027	Infrastructure Pre-design and Planning. This project provides the means for the Storm and Surface Water utility to contract with consultants for professional services such as soils and geotechnical investigations, hydraulic modeling and computer simulations of the storm network, and project feasibility analyses for capital projects.	\$580,000
2022	Wiggins Road Roadway and Storm Drainage Design. This project is helping to develop better drainage alternatives to the existing Wiggins Road Ditch.	\$48,000
2022	Schneider Creek Fish Passage Design. This project will design a fish passage for Schneider Creek under West Bay Drive and will design a sediment trap and collection facility upstream of the fish passage culvert.	\$130,648

Why is this project a priority?

New technologies for stormwater management are needed. This program supports applied research in the area of pervious pavement. The work is supported by City policy decisions.

Other potential projects in this program evaluate future projects prior to their appropriation in the annual Capital Facilities Plan to ensure accurate scope of work, cost estimates, and a full evaluation of project alternatives. Initial work on emergencies and other unanticipated needs can be funded at a limited level under this program.

Is there a level of service standard or measurable outcome?

None listed

What Comprehensive Plan goals and policies does this project address?

This program reflects the following goals and policies of the Olympia Comprehensive Plan.

- **Goal Natural Environment 4**

The waters and natural processes of Budd Inlet and other marine waters are protected from degrading impacts and significantly improved through upland and shoreline preservation and restoration.

- **Policy Utilities 3.9**

Ensure consistent maintenance, asset management and emergency management practices for all utilities.

Infrastructure Pre-Design & Planning - Stormwater

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Wiggins Rd Roadway & Storm Drainage	\$48,000	\$0	\$0	\$0	\$0	\$0	\$48,000
Schneider Creek Fish Passage Design	\$0	\$130,648	\$0	\$0	\$0	\$0	\$130,648
Infrastructure Predesign and Planning	\$180,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$580,000
Total	\$228,000	\$210,648	\$80,000	\$80,000	\$80,000	\$80,000	\$758,648
Funding Sources:							
Transfer from Utility Revenues	\$39,198	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$439,198
Use of Fund Balance	\$188,802	\$130,648	\$0	\$0	\$0	\$0	\$319,450
Total	\$228,000	\$210,648	\$80,000	\$80,000	\$80,000	\$80,000	\$758,648

Long Term Needs & Financial Planning (Program #9903)

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The scope, costs and revenue projections are estimates. Timing for these projects may be impacted by the pace of growth and other factors. Most of the projects are listed in the 2019 Stormwater Master Plan and are not in priority order.

7-20 Year Future Needs

Description	Cost	Probable Funding
Infrastructure Predesign and Planning	\$1,200,000	Rates

Water Quality Improvements (Program #9027)

Where is this project happening?

Various locations Citywide. See project list.

Are there other CFP projects that impact this project?

Aquatic Habitat Improvement Projects

Description

Continue to improve water quality in Olympia's creeks, wetlands, lakes and marine environments through projects that treat contaminated stormwater runoff. Projects are identified and prioritized based on Citywide needs. Water quality projects are subject to grant and/or loan funding.

Project List

Year	Project Description	Cost Estimated*
2022	Neighborhood Low Impact Development (LID). This project will improve water quality and flow control using low impact development (LID) best management practices such as bioretention, in a West Olympia neighborhood in the vicinity of Hays Avenue and Rogers Street.	\$10,000
2022	Brawne Avenue Basin - Water Quality Retrofit Design. This project will design and construct a stormwater treatment facility for currently untreated runoff discharged to Budd Inlet from the West Olympia neighborhood that drains to the Brawne Avenue storm system.	\$66,000
2022	Harrison Avenue Stormwater Retrofit. This project will construct a water quality retrofit on the storm conveyance system along Harrison Avenue. This will improve water quality.	\$10,000*
2022-2027	Expanded Street Sweeping Program. This project will use grant funding (25 percent match) to purchase and operate a second street sweeper to focus on removing sediment before it enters the City's stormwater conveyance system. The required 25 percent match is expected to be a loan.	\$1,387,590*
2024	Brawne Avenue Basin - Water Quality Retrofit Construction. This project will construct a stormwater treatment facility for currently untreated runoff discharged to Budd Inlet from the West Olympia neighborhood that drains to the Brawne Avenue storm system.	\$376,000*
2024	Neighborhood Low Impact Development (LID) Construction. This project will improve water quality and flow control by constructing a low impact development (LID) best management practice in a West Olympia neighborhood in the vicinity of Hays Avenue and Rogers Street.	\$450,000*

Year	Project Description	Cost Estimated*
2024 & 2025	Fones Road Swale - Water Quality Retrofit. This project will improve an existing ditch that flows along the Woodland Trail, from Fones Road to I-5. The work would improve bioretention and water quality filtration.	\$250000*
2025 & 2026	Corky Ave Water Quality Retrofit. This project will construct a water quality retrofit on the storm conveyance system in the vicinity of the round-about at the Farmers Market. This will improve water quality at the outfall to Budd Inlet at Corky Avenue.	\$500000*
2026 & 2027	Capitol Way - Water Quality Retrofit. The project would construct a water quality treatment facility to treat runoff from an area roughly bounded by Capitol Way, Adams Street, 7th Avenue, and Union Avenue. The drainage basin is a tributary to Capitol Lake and comprises approximately 20 fully developed acres.	\$672000*
2026 & 2027	Martin Way at Mary Elder - Water Quality Retrofit. The project would construct water quality facilities providing treatment of stormwater runoff on Martin Way from Mary Elder Road to Sleater-Kinney Road. Martin Way is an arterial roadway located in a High-Density Corridor zone. Polluted street runoff from over eight acres of street right-of-way currently flows untreated to Woodard Creek just west of Mary Elder Road.	\$840000*
2027	East Bay Drive Water Quality Retrofit. This project will construct roadside water quality treatment facilities for runoff from approximately 15 acres along East Bay Drive. This will improve water quality before discharging to Budd Inlet.	650000*
* These projects, if qualified, will be 75% funded with available stormwater grants and loans.		

Why is this project a priority?

Managing water quality problems associated with stormwater runoff is a primary responsibility of the Storm and Surface Water Utility. Increasingly stringent Federal and State requirements (e.g., National Pollutant Discharge Elimination System) necessitate increased efforts to manage water quality. Street sweeping is a cost-effective strategy for reducing the amount of sediment in treatment facilities and catch basins and the amount of pollution in local streams and Budd Inlet.

Is there a level of service standard or measurable outcome?

None Listed.

What Comprehensive Plan goals and policies does this project address?

This CFP reflects the goals and policies of the Olympia Comprehensive Plan.

- **Goal Natural Environment 4**

The waters and natural processes of Budd Inlet and other marine waters are protected from degrading impacts and significantly improved through upland and shoreline preservation and restoration.

- **Goal Natural Environment 5**

Ground and surface waters are protected from land uses and activities that harm water quality and quantity.

- **Policy Natural Environment 5.3**

Retrofit existing infrastructure for stormwater treatment in areas with little or no treatment.

Water Quality Improvements

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Harrison Avenue Stormwater Retrofit	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Neighborhood LID - Design	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000
Neighborhood LID - Construction	\$0	\$0	\$450,000	\$0	\$0	\$0	\$450,000
Expanded Street Sweeper Program	\$555,740	\$329,457	\$331,684	\$170,710	\$0	\$0	\$1,387,591
Brawne Avenue Water Quality Retrofit - Design	\$66,000	\$0	\$0	\$0	\$0	\$0	\$66,000
Brawne Avenue Water Quality Retrofit - Construction	\$0	\$0	\$376,000	\$0	\$0	\$0	\$376,000
Fones Road Swale Water Quality Retrofit	\$0	\$0	\$50,000	\$200,000	\$0	\$0	\$250,000
Capitol Way Water Quality Retrofit	\$0	\$0	\$0	\$0	\$168,000	\$504,000	\$672,000
Martin Way at Mary Elder Water Quality Retrofit	\$0	\$0	\$0	\$0	\$210,000	\$630,000	\$840,000
Corky Avenue Water Quality Retrofit	\$0	\$0	\$0	\$125,000	\$375,000	\$0	\$500,000
East Bay Drive Water Quality Retrofit	\$0	\$0	\$0	\$0	\$0	\$650,000	\$650,000
Total	\$641,740	\$329,457	\$1,207,684	\$495,710	\$753,000	\$1,784,000	\$5,211,591
Funding Sources:							
State Grants	\$481,305	\$247,093	\$905,763	\$371,782	\$564,750	\$1,338,000	\$3,908,693
Other Financing Sources	\$0	\$0	\$219,000	\$81,250	\$188,250	\$283,500	\$772,000
Transfer from Utility Revenues	\$16,500	\$0	\$0	\$0	\$0	\$162,500	\$179,000
Use of Fund Balance	\$143,935	\$82,364	\$82,921	\$42,678	\$0	\$0	\$351,898
Total	\$641,740	\$329,457	\$1,207,684	\$495,710	\$753,000	\$1,784,000	\$5,211,591

Long Term Needs & Financial Planning (Program #9027)

The following table lists future capital projects expected to occur in 7 - 20 years. The projects identified are needed to meet anticipated growth or to replace existing infrastructure that is beyond its useful life.

The scope, costs and revenue projections are estimates. Timing for these projects may be impacted by the pace of growth and other factors. Most of the projects are listed in the 2019 Stormwater Master Plan and are not in priority order.

7-20 Year Future Needs

Description	Cost	Probable Funding
Evergreen Park Drive Treatment Facility	\$800,000	Grants, Rates
Plum Street Water Quality Retrofit	\$580,000	Grants, Rates
South Capitol Combined Sewer/Storm Separation with LID	\$800,000	Grants, Rates
Downtown Outfall Consolidation	\$900,000	Grants, Rates
Arterial Roadway Retrofit	\$1,500,000	Grants, Rates
4th Avenue West Water Quality Retrofit	\$600,000	Grants, Rates
West Bay Drive Water Quality Retrofit (West Bay #17)	\$3,081,000	Grants, Rates
Garfield Creek Water Quality Retrofit (West Bay #13 & #14)	\$1,890,000	Grants, Rates
Giles Facility Upgrade (West Bay #18)	\$1,176,000	Grants, Rates
Union Avenue at Plum Street Water Quality Retrofit	\$800,000	Grants, Rates

Waste ReSources Projects



The mission of the Waste ReSources utility is to lead and inspire our community towards a waste-free future. Waste ReSources accomplishes their mission by providing municipally operated solid waste collection, disposal and diversion services, including education and outreach to residents, businesses and visitors.

In June 2006, the Olympia City Council adopted a Zero Waste Resolution. It set forth a new direction for the Utility and has guided the development of its strategic plans ever since. The Utility is currently operating under a 6-year Waste ReSources Management Plan covering the period of 2015-2020. The Plan will be updated in 2021 with scheduled adoption in mid-2022.

The Waste ReSources Management Plan provides the strategic direction for the Utility and contains four goals. Under each goal is a series of objectives and more detailed strategies for how it will implement programs and achieve success. The four goals are:

1. Reduce the quantity of waste generated and disposed in Olympia.
2. Increase the quantity of recyclable and compostable materials diverted from the landfill.
3. Operate collection services safely and efficiently.
4. Manage the utilities finances responsibly, with equitable rates that promote waste reduction and recycling.

Olympia's Waste ReSources plan is not required by any agency, but rather guides the Utility's direction and serves to align its work with the overarching policies in the City's Comprehensive Plan. As a regulatory requirement, the City signs onto the County's Comprehensive Solid Waste Management Plan, which is required by the State. The City's plan helps the City align its waste reduction and recycling education programs, so they are consistent with the County's direction.

The City of Olympia is one of 29 cities in Washington State that operates its own solid waste collection services with municipal crews and equipment. The Utility operates as an enterprise fund and rates are set by the Olympia City Council and has two main programs: the Collections Program and the Waste Prevention and Reduction Programs.

The Collection Program provides garbage, recycling and organics collection services to residents, businesses and the public. It uses various collection methods to include:

- Curbside collection of carts and containers for both residential and commercial customers.
- Drop box service for large quantity generators of garbage, recyclables and organics.

The City utilizes side-load, front-load, rear-load and roll-off solid waste collection vehicles to serve residential and commercial customers, and construction sites. The Waste ReSources Utility also serves the downtown core by providing litter can collection and waste collection for public events.

The utility serves about:

- 15,000 residential households
- 160 multi-family and mixed-use properties for another roughly 9,000 households.
- 1,300 businesses and organizations.

The City also operates a Saturday drop-off site for yard waste, commingled recycling, scrap metal recycling, source separated cardboard and source separated glass.

All solid waste trucks, equipment and containers are funded entirely through utility rates.

The Utility is currently in the early stages of conducting a 30 percent design on a new Waste ReSources Operational Facility to free up space at the Public Works Maintenance Center. The facility may also be an option for the City to provide its own recycle transload and hauling operation.

Waste ReSources Maintenance Facility Construction (Program #8081)

Where is this project happening?

City-owned property (former OPD firing range) on Carpenter Road in unincorporated Thurston County

Are there other CFP projects that impact this project?

Parks and Public Works Maintenance Center Construction

Description

This program covers the facility planning, design and construction of the maintenance facility for the City's Waste ReSources Utility. The facility will be located on Carpenter Road within a few miles of the Thurston County Waste and Recovery Center.

The Waste ReSources Utility Operations is currently housed at the Public Works Maintenance Center at 1401 Eastside Street (PW Maintenance Center). The PW Maintenance Center facility was originally constructed in 1976 as a Public Works/Intercity Transit Maintenance Facility. Since that time Public Works operations and maintenance programs have continued to occupy the facility. It is accessed 24 hours a day, seven days a week and serves as a critical base of operations during small and large-scale emergencies.

Due to lack of available space on the existing PW Maintenance Center property, a 2017 PW Maintenance Center Feasibility Study concluded that the Waste ReSources Utility could be moved and still efficiently operate from a separate facility. The preferred location was determined to be on city-owned property on Carpenter Road in unincorporated Thurston County. This property is within a few miles of the Thurston County Waste and Recovery Center and well located for our solid waste operations.

In 2019, City Council approved a preliminary design contract for a new Waste ReSources Maintenance Facility at the Carpenter Road location. This preliminary design work, including a cost estimate, was completed in 2020. Funding for the project comes from the Waste ReSources Utility Capital Fund (Fund 463).

Why is this project a priority?

A safe, functional and accessible facility is vital to the operations and maintenance functions of the Waste ReSources Utility. Failure to address the failing facility infrastructure through construction of a new or renovated facility could restrict or eliminate the ability of Waste ReSources to provide safe and efficient service to the community.

Is there a level of service standard or measurable outcome?

N/A

What Comprehensive Plan goals and policies does this project address?

This CFP reflects the goals and policies of the Olympia Comprehensive Plan.

- **Goal Public Services 21**
City of Olympia is a model sustainable city.
 - **Policy Public Services 21.1**
Use energy-efficient designs and environmentally responsible materials and techniques in City facilities and construction projects. Work to reduce energy usage in existing City facilities.
- **Goal Land Use and Urban Design 1**
Land use patterns, densities and site designs are sustainable and support decreasing automobile reliance.
 - **Policy Land Use 1.2**
Focus development in locations that will enhance the community and have capacity and efficient supporting services, and where adverse environmental impacts can be avoided or minimized.
- **Goal Economy 4**
The City achieves maximum economic, environmental and social benefit from public infrastructure.
 - **Policy Economy 4.1**
Plan our investments in infrastructure with the goal of balancing economic, environmental and social needs, supporting a variety of potential economic sectors and creating a pattern of development we can sustain into the future.
 - **Policy Economy 4.3**
Make decisions to invest in public infrastructure projects after analysis determining their total costs over their estimated useful lives, and their benefit to environmental, economic and social systems.

Waste ReSources Maintenance Facility Construction

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
waste resources operations and maintenance facility	\$909,446	\$1,500,000	\$25,000,000	\$10,000,000	\$0	\$0	\$37,409,446
Total	\$909,446	\$1,500,000	\$25,000,000	\$10,000,000	\$0	\$0	\$37,409,446
State Grants	\$0	\$300,000	\$0	\$0	\$0	\$0	\$300,000
Other Financing Sources	\$0	\$832,000	\$24,632,000	\$9,632,000	\$0	\$0	\$35,096,000
Transfer from Utility Revenues	\$368,000	\$368,000	\$368,000	\$368,000	\$0	\$0	\$1,472,000
Use of Fund Balance	\$541,446	\$0	\$0	\$0	\$0	\$0	\$541,446
Total	\$909,446	\$1,500,000	\$25,000,000	\$10,000,000	\$0	\$0	\$37,409,446

Olympia Home Fund Projects



A critical part of addressing homelessness in our community is connecting people to permanent housing solutions. To meet this goal the Home Fund Advisory Board oversees a competitive request for proposal annually and recommends a grant of roughly \$1 million each year to a supportive housing project in Olympia or elsewhere in Thurston County.

The Olympia Home Fund was created in 2018 by a sales tax levy approved by Olympia voters. By adding 1/10 of 1 percent to the sales tax rate, the levy generates over \$2 million in revenue each year for the construction and operation of supportive housing for Olympia's most vulnerable homeless residents. Supportive housing includes wrap-around services related to physical, behavioral or developmental disabilities. Sixty-five percent of Home Fund sales tax dollars are dedicated to the construction of affordable housing and shelter. The remaining thirty-five percent supports operations of homeless and other related programs and program administration.

A Home Fund Advisory Board was established by Council in March 2019. That advisory group is tasked with reviewing annual competitive applications and making recommendations for capital awards. Awards are granted to other entities to help achieve the following objectives:

- Construct new affordable housing units, shelter beds, or treatment beds in Thurston County.
- Provide housing to households earning no more than 50 percent of area median income (AMI).

- Provide housing, treatment, or shelter for targeted vulnerable household types including:
 - Seniors
 - Single adults who are chronically homeless and have a disability
 - Families with children
 - Unaccompanied youth or young adults
 - Survivors of domestic violence
 - Veterans
- Reduce homelessness to Thurston County’s most vulnerable homeless households through referrals from a Thurston County Coordinated Entry provider.
- Demonstrate readiness to begin construction based on occupancy date and other measures.
- Provide integrated supportive services at the housing, shelter, or treatment facility after construction.
- Demonstrate efficiency in development costs to maximize the impact of City and other public and private fund sources.

These funds help other entities build housing. The funds may be awarded in one year but not drawn for several years, and may not be drawn all at once.

The City anticipates additional awards will be granted during the six year financial planning timeframe of this plan.

Family Support Center (Fund 142)

Where is this project happening?

3524 7th Avenue SW

Are there other CFP projects that impact this project?

Projects to be determined

Description

On June 16, 2020, City Council awarded \$1 million to the Family Support Center (FSC) for the creation of 62 new homes for homeless children and their families as well as survivors of domestic violence. The award is conditioned upon securing additional necessary funding from private and other government sources. The project is the first phase of a multiple-phase housing development on the main campus of the Family Support Center. Half of the units will serve households at or below thirty percent of Area Median Income (AMI) and the other half will serve households at or below fifty percent of AMI. In the first year, it is expected that this project will serve 209 children, parents and survivors of domestic violence. The plan is for the housing to be fully occupied by March 2023. FSC will also be pursuing state Housing Trust Fund dollars to help fund construction.

Changes in the federal Tax Credit market, and because a local financial institution had to withdraw their investment, the Family Support Center's apartments had a financing gap of \$1 million in 2021. Gaps like this were common in 2021 for affordable housing projects across the state. The state Housing Trust Fund did not hold any reserves for these circumstances in their last funding round, so there are no resources at the state level to help. Olympia's Home Fund Advisory scored this as their highest funding priority in 2021 because this project had already secured financing for most of the \$22.7 million total development cost. Thurston County also awarded additional funds to help keep this project on schedule.

This property has enough capacity for a second phase of apartments that will also serve homeless and low-income families who require supportive services.

Why is this project a priority?

The Olympia Home Fund was established to assist with the construction of supportive housing for Olympia's most vulnerable homeless community members. Homeless families with children, while the least visible, make up a significant portion of the Thurston County unsheltered homeless population. A 2018 report compiled by Thurston County Health and Social Services indicated that 15 percent of the County's households experiencing homelessness were families with children. While this percentage may not sound high, each household is comprised of multiple family members. Thus, forty-one percent of the total people experiencing homelessness in that report were children and their parents; sleeping in cars, outdoors, or in places not meant for human habitation.

Is there a level of service standard or measurable outcome?

Reduce the rate of homelessness in Thurston County and the City of Olympia and construct 300 units of supportive housing during the first five years of the fund.

What Comprehensive Plan goals and policies does this project address?

This CFP reflects the goals and policies of the Olympia Comprehensive Plan.

- **Goal Public Services 3**

- Affordable Housing is available for all income levels throughout the community.

- **Policy Public Services 5**

- Special needs populations (such as people with developmental disabilities, the homeless, the frail elderly, and others who have difficulty securing housing) have adequate, safe, and affordable housing.

Other affordable housing projects or property acquisition will be determined in future years.

Martin Way Phase Two (Fund 142)

Where is this project happening?

2828 Martin Way

Are there other CFP projects that impact this project?

Projects to be determined

Description

In 2021 City Council awarded \$150,000 to the Low Income Housing Institute (LIHI) for the construction of 63 more new apartments for homeless and low-income single adults supported by Interfaith Works at the 2828 Martin Way affordable housing site. A 60-bed shelter and 65 unit apartment complex was the first phase of that project.

Like other Home Fund awards, this grant requires additional leverage from other sources. These apartments are the second phase of a two-building complex that will share case management, property management and other staff and physical efficiencies. 32 of the units will serve households at or below thirty percent of Area Median Income (AMI) and the other 31 will serve households at or below fifty percent of AMI. The plan is for the housing to be fully occupied by May 2023.

Why is this project a priority?

The Olympia Home Fund was established to assist with the construction of supportive housing for Olympia's most vulnerable homeless community members. Traditionally stigma associated with mental health and substance use challenges have made development and siting of supportive housing for people with those challenges difficult – these apartments are intended to make progress in addressing that challenge.

Is there a level of service standard or measurable outcome?

Reduce the rate of homelessness in Thurston County and the City of Olympia and construct 300 units of supportive housing during the first five years of the fund.

What Comprehensive Plan goals and policies does this project address?

This CFP reflects the goals and policies of the Olympia Comprehensive Plan.

- **Goal Public Services 3**
Affordable Housing is available for all income levels throughout the community.
 - **Policy Public Services 5**
Special needs populations (such as people with developmental disabilities, the homeless, the frail elderly, and others who have difficulty securing housing) have adequate, safe, and affordable housing.

Other affordable housing projects or property acquisition will be determined in future years.

Han Jo Ro Lodge (Fund 142)

Where is this project happening?

1600 74th Ave SE Tumwater

Are there other CFP projects that impact this project?

Projects to be determined

Description

In April 2021, City Council awarded \$150,000 to the Housing Authority of Thurston County to help purchase and retrofit a hotel into 58 units of affordable housing for single adults without children and seniors.

36 of the units will serve households at or below thirty percent of Area Median Income (AMI) and the other 21 will serve households at or below fifty percent of AMI. Other funders may include the Washington State Housing Trust Fund and the US Department of Housing and Urban Development (HUD).

This is the first Olympia Home Fund housing project outside of Olympia. Homelessness is a national crisis and requires collaborative solutions. The Home Fund Advisory was enthusiastic to support a Tumwater affordable housing effort with the hope that someday Thurston County might have a county wide home fund like Olympia's dedicated affordable housing funding source.

Why is this project a priority?

The Olympia Home Fund was established to assist with the construction of supportive housing for Olympia's most vulnerable homeless community members.

Is there a level of service standard or measurable outcome?

Reduce the rate of homelessness in Thurston County and the City of Olympia and construct 300 units of supportive housing during the first five years of the fund.

What Comprehensive Plan goals and policies does this project address?

This CFP reflects the goals and policies of the Olympia Comprehensive Plan.

- **Goal Public Services 3**

Affordable Housing is available for all income levels throughout the community.

- **Policy Public Services 5**

Special needs populations (such as people with developmental disabilities, the homeless, the frail elderly, and others who have difficulty securing housing) have adequate, safe, and affordable housing.

Other affordable housing projects or property acquisition will be determined in future years.

Home Fund

Capital Cost:	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total
Family Support Center	\$1,000,000	\$400,000					\$1,400,000
Martin Way -Phase II			150,000				\$150,000
Han Jo Ro Lodge	150,000.00						\$150,000
Future projects to be awarded (estimated)				1,000,000	1,000,000	1,000,000	\$3,000,000
Total	\$1,150,000	\$400,000	\$150,000	\$1,000,000	\$1,000,000	\$1,000,000	\$4,700,000
Sales Tax - Home Fund							
Sales Tax - Home Fund	\$1,757,890	\$1,775,469	\$1,793,224	\$1,811,156	\$1,829,268	\$1,847,500	\$10,814,568
Total	\$1,757,890	\$1,775,469	\$1,793,224	\$1,811,156	\$1,829,268	\$1,847,500	\$10,814,568

Long Term Needs & Financial Planning (Fund 142)

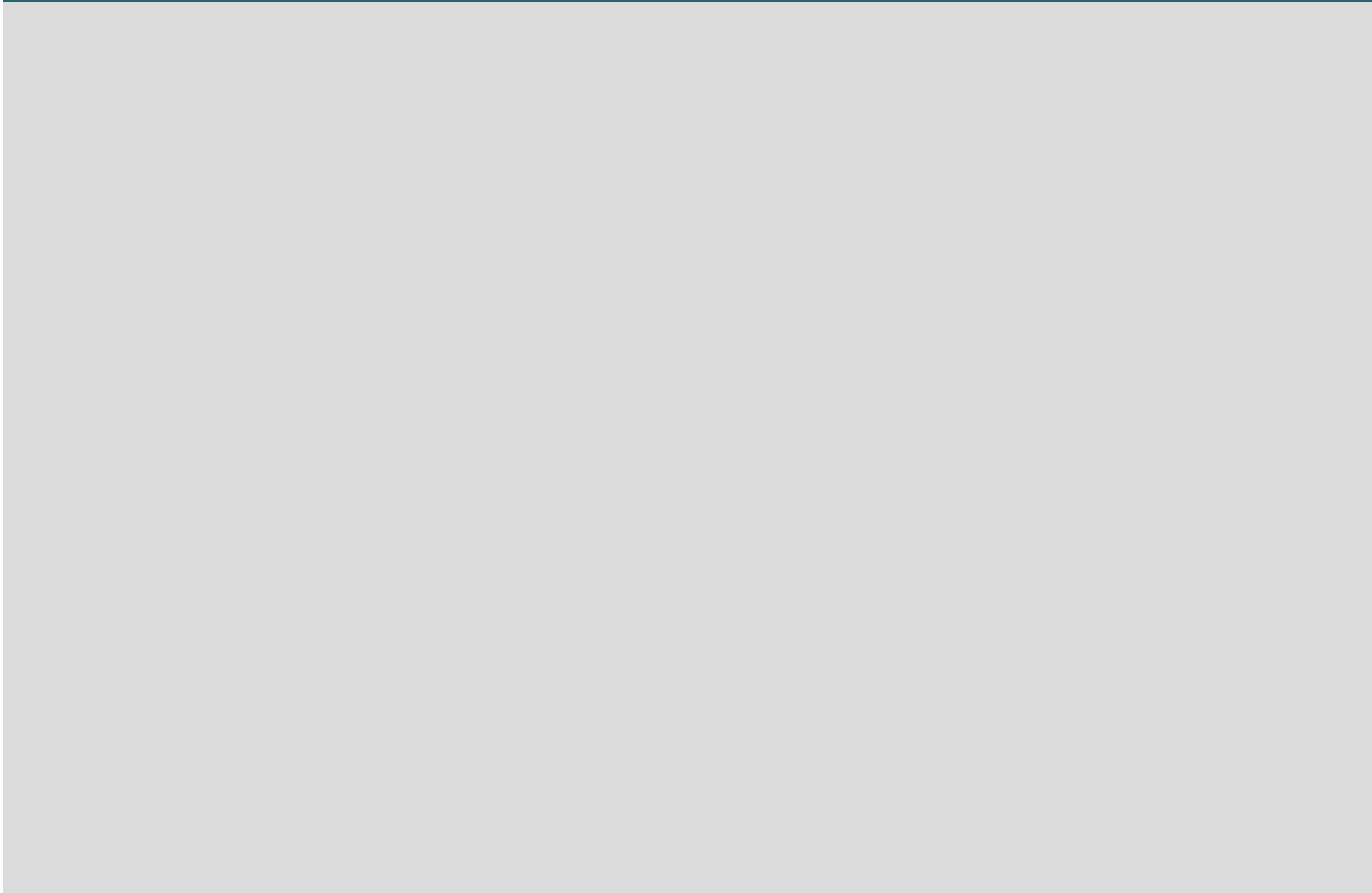
The following table lists future capital Home Fund grant awards expected to occur in 7 - 20 years. The projects will not be identified until a competitive request for proposal process is completed each year. That process results in a recommendation from the Home Fund Advisory Board to Council for funding.

The scope, costs, and revenue projections are estimates. Timing for these projects may be impacted by availability of other non-city housing funds.

7-20 Year Future Needs

Description	Cost	Probable Funding
Annual Home Fund Construction Award	\$1 Million Annually	Home Fund (Fund 142)

Miscellaneous Reports



Active Status Project Report as of December 31, 2020

General Government CIP Fund (317) – General Government

	Budget 12/31/19	2020 Additions & Adjustments	Total Budget	Pre-2020 Costs	2020 Costs	Total Cost	Balance
Transfers to Other Funds	\$19,631,116	\$860,000	\$20,491,116	\$19,631,116	\$860,000	\$20,491,116	\$0
Streetscape	362,048	—	362,048	361,458	—	361,458	590
Economic Development CFP Projects	6,326,337	1,950,000	8,276,337	3,704,031	2,569,503	6,273,534	2,002,803
Neighborhood Street Trees	115,052	—	115,052	115,052	—	115,052	—
2001 Downtown Enhancements	117,159	—	117,159	114,962	—	114,962	2,197
Artesian Well	68,000	—	68,000	67,837	—	67,837	163
Urban Forestry & Street Trees	983,079	50,000	1,033,079	929,568	2,988	932,556	100,523
Climate Change	250,000	—	250,000	215,855	—	215,855	34,145
Fire Training Center-Garage	156,565	—	156,565	156,564	—	156,564	1
Shoreline Restoration	265,000	—	265,000	134,318	—	134,318	130,682
Library Improvements, 1999 +	37,848	—	37,848	37,848	—	37,848	—
ADA Compliance	773,000	—	773,000	475,457	71,229	546,686	226,314
Subtotal General Government	\$29,085,204	\$2,860,000	\$31,945,204	\$25,944,066	\$3,503,720	\$29,447,786	\$2,497,418

Active Status Project Report as of December 31, 2020

General Government CIP Fund (317) – Parks

	Budget 12/31/19	2020 Additions & Adjustments	Total Budget	Pre-2020 Costs	2020 Costs	Total Cost	Balance
Neigh Park Acq./Develop.	\$4,028,512	\$1,365,900	\$5,394,412	\$3,736,740	\$36,054	\$3,772,794	\$1,621,618
Open Space	10,524,747	197,590	10,722,337	6,713,765	96,891	6,810,656	3,911,681
Parks/Open Space Planning	72,954	—	72,954	72,954	—	72,954	—
Ballfield Expansion	923,624	—	923,624	923,623	—	923,623	1
Parks Project Funding	341,317	—	341,317	341,319	—	341,319	(2)
Special Use Parks	32,595,392	768	32,594,624	32,594,623	—	32,594,623	1
Major Maintenance Program	5,740,242	750,000	6,490,242	4,699,289	1,285,443	5,984,732	505,510
Comm. Park Partnership	4,075,072	—	4,075,072	4,075,072	—	4,075,072	—
Small Park Capital Projects	82,242	25,000	107,242	41,533	—	41,533	65,709
Park Acquisition Account	34,368,753	11,706,918	26,409,895	22,974,791	1,285,802	24,260,593	2,149,302
Percival Maint & Reconst	3,596,338	232,610	3,828,948	2,259,969	63,006	2,322,975	1,505,973
Parks ADA Updrages	713,756	200,000	913,756	314,337	356,348	670,685	243,071
Community Parks	5,842,638	1,196,999	7,039,637	2,886,283	267,836	3,154,119	3,885,518
Urban Trails	1,006,097	—	1,006,097	1,006,097	—	1,006,097	—
Yauger Park	9,679	—	9,679	9,679	—	9,679	—
Subtotal Parks	\$ 103,921,363	\$ 15,675,785	\$ 99,929,836	\$82,650,074	\$ 3,391,380	\$ 86,041,454	\$13,888,382

Active Status Project Report as of December 31, 2020

General Government CIP Fund (317) – Transportation

	Budget 12/31/19	2020 Additions & Adjustments	Total Budget	Pre-2020 Costs	2020 Costs	Total Cost	Balance
Pedestrian Crossings	\$ 2,709,117	\$ —	\$ 2,709,117	\$ 2,709,117	\$ —	\$ 2,709,117	\$ —
Bike Improvements	2,902,902	200,000	3,102,902	2,466,929	48,231	2,515,160	587,742
Sidewalk Improvements	3,620,039	—	3,620,039	3,620,039	—	3,620,039	—
Mud Bay / Harrison & Kaiser	13,935,448	—	13,935,448	13,935,448	—	13,935,448	—
Street Repairs & Reconstruction	46,150,563	2,875,000	49,025,563	38,076,916	2,627,490	40,704,406	8,321,157
Log Cabin Road Extension	660,271	—	660,271	660,270	—	660,270	1
18th Ave/Elizabeth/14th Ave	12,902,390	—	12,902,390	12,902,388	—	12,902,388	2
Street Lighting Improvement	3,205,162	—	3,205,162	3,052,836	—	3,052,836	152,326
Olympia Avenue	—	—	—	—	—	—	—
Fones Road	2,418,490	620,000	3,038,490	1,131,080	699,722	1,830,802	1,207,688
Sidewalks & Pathways	13,483,324	1,125,000	14,608,324	9,570,015	1,073,204	10,643,219	3,965,105
Yauger Way Interchange	2,092,903	—	2,092,903	1,853,182	14,017	1,867,199	225,704
Boulevard Road	16,501,747	(24,276)	16,477,471	14,925,384	77,285	15,002,669	1,474,802
Wiggings & 37th	253,817	—	253,817	—	—	—	253,817
Henderson & Eskridge	1,205,400	54,600	1,260,000	902,083	116,403	1,018,486	241,514
Cain Road & North Street	20,387	—	20,387	—	—	—	20,387
Access & Safety Improvement	1,464,580	183,899	1,648,479	689,933	788,899	1,478,832	169,647
Pre Design & Planning	450,000	79,500	529,500	210,362	101,987	312,349	217,151
Signal Improvements	1,228,750	—	1,228,750	834,900	416,907	1,251,807	(23,057)
Subtotal Transportation	\$ 125,205,290	\$ 5,113,723	\$130,319,013	\$107,540,882	\$ 5,964,145	\$ 113,505,027	\$16,813,986

Active Status Project Report as of December 31, 2020

Parks and Recreation Sidewalk Utility Tax Fund (134) – Capital and Non Capital

	Budget 12/31/19	2020 Additions & Adjustments	Total Budget	Pre-2020 Costs	2020 Costs	Total Cost	Balance
Operating Transfers	\$ 712,205	\$ (2,991,199)	\$ (3,703,404)	\$ —	\$ 300,000	\$ 300,000	\$(4,003,404)
Transfer to Bond Redemption Fund	13,745,530	304,975	14,050,505	13,042,105	1,008,400	14,050,505	—
Neighborhood Parks	1,013,305	—	1,013,305	1,013,304	—	1,013,304	1
Open Space	388,147	—	388,147	330,409	8,813	339,222	48,925
Parks Project Funding/GGCIIP	58,441	—	58,441	58,441	—	58,441	—
Special Use Parks	2,438,411	—	2,438,411	2,438,411	—	2,438,411	—
Parks projects/major maintenance program	111,056	—	111,056	111,056	—	111,056	—
Comm. Park Partnership	1,205,816	—	1,205,816	1,205,816	—	1,205,816	—
Park Acquisition	5,220,000	1,013,467	6,233,467	4,856,160	1,181,234	6,037,394	196,073
Percival Maint & Reconst	369,180	—	369,180	174,529	5,092	179,621	189,559
Community Parks	81,513	—	81,513	75,455	6,058	81,513	—
Recreational Walking Facilities	15,723,282	975,000	16,698,282	12,976,848	428,993	13,405,841	3,292,441
Capital Total	\$ 41,066,886	\$ (697,757)	\$ 38,944,719	\$ 36,282,534	\$ 2,938,590	\$ 39,221,124	\$ (276,405)
Parks Maintenance	3,179,396	—	3,179,396	3,179,396	—	3,179,396	—
Parks Planning	1,900,661	—	1,900,661	1,900,661	—	1,900,661	—
Park Stewardship	811	—	811	811	—	811	—
Non-Capital Total	\$ 5,080,868	\$ —	\$ 5,080,868	\$ 5,080,868	\$ —	\$ 5,080,868	\$ —
Total Fund 134 (Capital and Non-Capital)	\$ 46,147,754	\$ (697,757)	\$ 44,025,587	\$ 41,363,402	\$ 2,938,590	\$ 44,301,992	\$ (276,405)

Active Status Project Report as of December 31, 2020

Equipment and Facility Replacement Reserve Fund (029)

	Budget 12/31/19	2020 Additions & Adjustments	Total Budget	Pre-2020 Costs	2020 Costs	Total Cost	Balance
Cultural Arts Services	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Public Arts Maintenance	—	—	—	—	—	—	—
Major Repair Contingency	319,086	—	319,086	—	—	—	319,086
General Energy	70,092	9,566	79,658	58,518	3,637	62,155	17,503
City Hall - Old (Plum St)	2,172,679	-179,315	1,993,364	181,796	230,608	412,404	1,580,960
Council/Court Chambers	—	—	—	—	—	—	—
City Hall, Annex	2,716	—	2,716	2,716	—	2,716	—
City Hall - New(4th Ave)	207,619	—	207,619	38,381	27,040	65,421	142,198
Family Support Center	255,126	—	255,126	204,871	—	204,871	50,255
Library	172,132	—	172,132	43,701	11,010	54,711	117,421
Washington Center	2,121,561	326,525	2,448,086	2,035,591	311,418	2,347,009	101,077
OFD Main	583,665	135,000	718,665	384,207	—	384,207	334,458
OFD Station 2 (west)	—	—	—	—	—	—	—
OPD West	310,124	—	310,124	203,573	—	203,573	106,551
Firing Range	—	—	—	—	—	—	—
Olympia Center	55,546	75,000	130,546	—	—	—	130,546
Maintenance Center	590,713	160,000	750,713	309,739	1,433	311,172	439,541
PW Facilities Operations	215,500	200,000	415,500	75,216	74,429	149,645	265,855
Engineering	237,949	—	237,949	219,967	9,514	229,481	8,468
Maintenance & Custodial	—	—	—	—	—	—	—
Total Fund 029	\$ 7,314,508	\$ 726,776	\$ 8,041,284	\$ 3,758,276	\$ 669,089	\$ 4,427,365	\$ 3,613,919

Active Status Project Report as of December 31, 2020

Utility and Other Public Works CIP Funds – Water CIP Fund (461)

	Budget 12/31/19	2020 Additions & Adjustments	Total Budget	Pre-2020 Costs	2020 Costs	Total Cost	Balance
W/S Bond Reserve Fund	\$ 623,854	\$ —	\$ 623,854	\$ 623,854	\$ —	\$ 623,854	\$ —
Facility Major Repair & Maint	100,000	—	100,000	36,326	—	36,326	63,674
Public Works Water Quality	—	—	—	—	—	—	—
Emergency Preparedness	1,109,525	—	1,109,525	1,083,171	—	1,083,171	26,354
Upgrades, Overlays, ext. & Oversize	599,969	14,000	613,969	578,202	—	578,202	35,767
Water Upgrades (small pipe)	6,843,223	—	6,843,223	5,946,759	—	5,946,759	896,464
Small water Projects	—	400,000	400,000	—	54,617	54,617	345,383
Distribution System Improvements	37,157,255	2,791,746	39,949,001	28,909,751	2,001,826	30,911,577	9,037,424
Storage	34,624,622	5,434,000	40,058,622	24,846,439	1,094,823	25,941,262	14,117,360
Source of Supply	28,083,140	450,000	28,533,140	26,231,005	25,563	26,256,568	2,276,572
McAllister Water Protection	4,444,559	—	4,444,559	3,045,197	27,783	3,072,980	1,371,579
Reclaimed Water Pipe	750,000	134,000	884,000	709,567	—	709,567	174,433
Pre-design & Planning	649,656	250,000	899,656	494,834	2,283	497,117	402,539
Water System & Comp Planning	1,875,249	—	1,875,249	1,875,234	—	1,875,234	15
Contingency	13,586	—	13,586	—	—	—	13,586
Total Fund 461	\$ 116,874,638	\$ 9,473,746	\$126,348,384	\$94,380,339	\$3,206,895	\$97,587,234	\$28,761,150

Active Status Project Report as of December 31, 2020

Utility and Other Public Works CIP Funds – Sewer CIP Fund (462)

	Budget 12/31/19	2020 Additions & Adjustments	Total Budget	Pre-2020 Costs	2020 Costs	Total Cost	Balance
Upgrades w/ Street Reconstruction	\$ 575,575	\$ —	\$ 575,575	\$ 354,627	\$ —	\$ 354,627	\$ 220,948
Transmission & Collection Projects (1)	17,852,592	1,019,000	18,871,592	15,521,475	468,643	15,990,118	2,881,474
Westside I&I Reduction	7,684,744	—	7,684,744	7,539,824	—	7,539,824	144,920
Lift Station Assessment & Upgrades	11,706,143	2,657,000	14,363,143	9,439,699	549,295	9,988,994	4,374,149
Sewer System Planning	1,216,020	96,000	1,312,020	949,334	22,994	972,328	339,692
Pipe Extensions	7,466,000	—	7,466,000	5,892,948	576,922	6,469,870	996,130
Pipe Capacity Upgrades	3,926,453	—	3,926,453	3,926,405	—	3,926,405	48
On-site Sewage System Conversion	2,549,853	426,000	2,975,853	1,538,061	109,269	1,647,330	1,328,523
Pre-design & Planning	649,455	250,746	900,201	578,640	22,454	601,094	299,107
Total Fund 462	\$ 53,626,835	\$ 4,448,746	\$58,075,581	\$45,741,013	\$ 1,749,577	\$47,490,590	\$10,584,991

Active Status Project Report as of December 31, 2020

Utility and Other Public Works CIP Funds – Storm and Surface Water CIP Fund (434)

	Budget 12/31/19	2020 Additions & Adjustments	Total Budget	Pre-2020 Costs	2020 Costs	Total Cost	Balance
Transfers Out	\$ 3,869,000	\$ —	\$ 3,869,000	\$ 2,974,107	\$ 600,000	\$ 3,574,107	\$ 294,893
Habitat Land Acquisition	1,151,045	—	1,151,045	1,151,045	—	1,151,045	—
Aquatic Habitat Improvements	5,734,025	522,000	6,256,025	4,031,893	121,842	4,153,735	2,102,290
Stormwater Fee-In-Lieu Projects	150,000	—	150,000	146,412	—	146,412	3,588
Stormwater Quality Improvements	7,948,611	1,323,000	9,271,611	3,921,336	161,795	4,083,131	5,188,480
Flood Mitigation & Collections Projects	14,257,879	751,000	15,008,879	11,295,124	389,166	11,684,290	3,324,589
Emission Reduction & Alt. Power	25,000	—	25,000	—	—	—	25,000
Pre-design and planning	2,085,140	157,000	2,242,140	1,490,259	160,347	1,650,606	591,534
Stormwater Plans & Studies	517,048	3,698	520,746	414,332	—	414,332	106,414
Total Fund 434	\$ 35,737,748	\$ 2,756,698	\$ 38,494,446	\$25,424,508	\$ 1,433,150	\$26,857,658	\$11,636,788

Impact Fees (Collection and Usage) Through December 31, 2020

2020 Amount	Fire	Transp.	Transp. Admin. Fee	Neighborhood Parks	Community Parks	Open Space	Ball Parks	Tennis Courts	Urban Trails	Special Use and Unallocated	Total City
Jan	\$ 0	\$ 72,249	\$ 426	\$ 4,806	\$ 18,218	\$ 7,064				\$ 0	\$ 102,763
Feb	0	13,481	98	13,490	51,254	19,818				0	98,141
Mar	0	6,380	590	1,780	6,766	2,616				0	18,132
Apr	0	0	0	0	0	0				0	0
May	0	7,340	51	2,136	8,119	3,140				0	20,786
Jun	0	3,190	23	890	3,383	1,308				0	8,794
Jul	0	485,449	4,533	36,000	135,632	52,470				0	714,084
Aug	0	592,405	1,466	65,121	247,191	95,664				0	1,001,847
Sep	0	49,963	1,441	39,918	151,521	58,635				0	301,478
Oct	0	16,703	120	9,366	36,676	14,184				0	77,049
Nov	0	123,097	767	60,609	175,859	36,586				0	396,918
Dec	0	219,170	1,027	58,968	224,216	86,716				0	590,097
YTD Total	\$ 0	\$1,589,427	10,542	\$ 293,084	\$1,058,835	\$ 378,201	\$ 0	\$ 0	\$ 0	\$ 0	\$3,330,089

2022 Preliminary Capital Facilities Plan

Year	Fire	Transp.	Transp. Admin. Fee	Neighborhood Parks	Community Parks	Open Space	Ball Parks	Tennis Courts	Urban Trails	Special Use and Unallocated	Total City
By Year (cash basis)											
1992-2004	\$1,432,297	\$6,420,717		\$ 399,102	\$ 257,771	\$2,159,064	\$ 724,903	\$ 70,082	\$ 268,727	\$ 0	\$11,732,663
2005	215,847	1,270,881		28,694	n/a	335,742	80,707	8,873	44,315	0	1,985,059
2006	153,029	1,086,086		27,569	n/a	322,449	77,458	8,517	42,683	0	1,717,791
2007	83,416	470,653		16,474	n/a	191,883	45,862	5,001	25,886	Special Use	839,175
2008	95,679	1,128,246		12,329	12,932	68,360	12,155	1,329	6,811	14,151	1,351,992
2009	53,060	2,212,795		61,427	103,981	140,091	299	33	163	114,925	2,686,774
2010	640	821,417		106,335	176,897	196,271	0	0	0	184,936	1,486,496
2011	0	1,124,036		158,551	270,122	324,904	0	0	0	289,306	2,166,919
2012	0	1,065,528		92,875	156,379	173,983	0	0	0	163,461	1,652,226
2013	0	1,371,693		288,671	1,049,649	432,988	0	0	0	37,306	3,180,307
2014	0	1,214,136		161,957	513,478	257,152	0	0	0	85,447	2,232,170
2015	0	1,241,584		178,022	676,853	261,943	0	0	0	467	2,358,869
2016	0	1,950,920		261,698	993,861	387,653	0	0	0	0	3,594,132
2017	0	876,572	3,497	98,875	375,545	141,744	0	0	0	0	1,496,233
2018	0	757,106	7,625	131,073	496,990	192,730	0	0	0	852	1,586,376
2019	0	507,564	2,832	107,144	410,095	158,350	0	0	0	0	1,185,985
2020 (ytd)	0	1,589,427	10,542	293,084	1,058,835	378,201	0	0	0	0	3,330,089
Total Since Nov 1992	\$2,033,968	\$25,109,361	\$ 24,496	\$ 2,423,880	\$6,553,388	\$6,123,508	\$ 941,384	\$ 93,835	\$ 388,585	\$ 890,851	\$44,583,256
Court Ordered Refunds (fee Portion)	0	(278,075)	0	(62,571)	0	(174,169)	(84,087)	(7,857)	(25,707)	0	(632,466)

2022 Preliminary Capital Facilities Plan

Year	Fire	Transp.	Transp. Admin. Fee	Neighborhood Parks	Community Parks	Open Space	Ball Parks	Tennis Courts	Urban Trails	Special Use and Unallocated	Total City
Use of Impact Fees (-) = Usage [Note: usage is as of process date, if accounting month not closed amount may vary.]											
1993-2004	(720,493)	(5,104,777)		(360,127)	(263,276)	(1,342,703)	(459,015)	(47,376)	(136,671)	0	(8,434,438)
2005	(48,374)	(179,571)		(27,471)	0	(37,929)	(2,852)	0	(14,037)	0	(310,234)
2006	(4,300)	(321,895)		(422)	0	(263,541)	(212)	0	(18,337)	0	(608,707)
2007	(46,048)	(73,826)		74	0	(873,336)	(136)	0	(34,497)	0	(1,027,769)
2008	(646,837)	(69,821)		0	0	(119,644)	(1,548)	(238)	(100,930)	0	(939,018)
2009	(675,430)	(1,063,672)		(8,228)	0	0	0	0	(32,723)	0	(1,780,053)
2010	(225,582)	(3,726,910)		(84,348)	0	(253,192)	(76,215)	0	(21,201)	(119,200)	(4,506,648)
2011	0	(2,221,697)		(27,781)	(95,000)	(515,494)	(357,550)	(58,132)	0	(91,011)	(3,366,665)
2012	0	(1,204,603)		(15,279)	0	(80,042)	(1,139)	(34)	(9,320)	(166)	(1,310,583)
2013	0	(149,994)		(120,145)	(626,760)	0	0	0	(9,749)	(289,000)	(1,195,648)
2014	0	(1,606,447)		(44,414)	(293,337)	0	0	0	(4,664)	(25,000)	(1,973,862)
2015	0	(601,310)		(43,555)	(58,415)	(177,999)	0	0	(13,033)	(16,431)	(910,743)
2016	0	(1,041,789)		(54,437)	(403,425)	(299,874)	0	0	0	0	(1,799,525)
2017	0	(1,198,548)	0	(15,991)	(113,791)	(57,187)	(158,676)	0	(14,782)	(200,190)	(1,759,165)
2018	0	(2,835,763)	0	(362,120)	(408,568)	(234,837)	0	0	0	(69,547)	(3,910,835)
2019	0	(1,253,191)	0	(236,413)	(197,595)	(83,167)	0	0	0	(2,655)	(1,773,021)
2020 (ytd)	0	(828,213)	0	(522)	(131,237)	(43,596)	0	0	0	(28,763)	(1,032,331)
Total Usage	(2,367,064)	(23,482,027)	0	(1,401,179)	(2,591,404)	(4,382,541)	(1,057,343)	(105,780)	(409,944)	(841,963)	(36,639,245)
Balance	(333,097)	1,349,259	24,496	960,129	3,961,985	1,566,797	(200,047)	(19,801)	(47,066)	48,888	7,311,543

2022 Preliminary Capital Facilities Plan

Year	Fire	Transp.	Transp. Admin. Fee	Neighborhood Parks	Community Parks	Open Space	Ball Parks	Tennis Courts	Urban Trails	Special Use and Unallocated	Total City
December 2020											
Interest (Net of refunded interest)											
Interest	333,097	1,199,170	0	89,971	210,763	571,335	200,047	19,801	47,315	12,996	2,684,495
Fund Bal. w/ interest	0	2,548,429	24,496	1,050,100	4,172,747	2,138,131	0	0	249	61,884	9,996,036
Difference from GMBA Fund Bal.	0	0		0.01	(0.07)	0	0	0	0	0	(0.06)
	0	2,206,415		738,606	3,026,999	1,677,942	0	0	0	75,761	7,725,723
Balance Available for Appropriations	0	342,014	24,496	311,493	1,145,748	460,189	0	0	249	(13,877)	2,270,312

City of Olympia - Public Facilities Inventory

The Growth Management Act requires a jurisdiction’s Capital Facilities Plan (CFP) to identify what existing capital facilities are owned, their locations, and capacity. The physical locations of water facilities are kept confidential. This confidentiality is in accordance with City policy to keep the City’s water systems secure and protected.

Facility	Location	Date Acquired	Historical or Purchase Cost	Acres / Capacity	Present Condition	Improvements Required	Year Needed	Estimated Cost of Improvement
Olympia Parks	Citywide	Varies	\$67,792,224	1,342.06 Ac	Varies	See Below	See Below	See Below
8th Avenue Park	3000 8th Ave NE	2006	\$580,392	3.99	Undeveloped			
Artesian Commons	415 4th Ave	2013		0.2	Good			
Restroom		2017	\$355,000		Excellent			
Bigelow Park	1220 Bigelow Ave NE	1943	Unknown	1.89				
Shelter/RR (2 unisex)		1949	Unknown		Fair	Replacement	2021	\$330,000
Playground		2005	\$256,500		Good			
Bigelow Springs Open Space	930 Bigelow Ave NE	1994	Unknown	1.3	Good			
Burri Park	2415 Burbank Ave NW	1997	\$230,000	2.32				
Interim Use Improvements		2009	\$25,500		Good			
Chambers Lake Parcel	4808 Herman Rd SE	2003	\$476,000	47.09	Undeveloped			
Cooper Crest Open Space	3600 20th Ave NW	2003	\$232,484	13.37	Good			
Decatur Woods Park	1015 Decatur St SW	1988	\$33,853	6.27				
Restroom (1 unisex)		2004	\$75,000		Excellent			
Shelter		2004	\$25,000		Excellent			
Playground		2004	\$114,000		Good			
East Bay Waterfront Park	313 East Bay Dr NE	1994	Lease	1.86				
East Bay View	613 East Bay Dr NE	2000	N/A		Good			
Edison St Parcel	1400 Block Edison St SE	1997	\$95,974	4.52	Undeveloped			
Evergreen Park	1445 Evergreen Park Dr SW	2008	\$73,867	3.99				
Interim Use Improvements		2008	\$17,000		Good			
Friendly Grove Park	2316 Friendly Grove Dr NE	2002	\$240,000	14.48				
Shelter/RR		2002	\$170,300		Good			
Playground		2002	\$59,000		Good	Replacement	2020	\$370,000
Tennis Court		2002	\$53,000		Excellent			
Basketball		2002	\$11,000		Good			
Skate Court		2002	\$23,000		Good			

2022 Preliminary Capital Facilities Plan

Facility	Location	Date Acquired	Historical or Purchase Cost	Acres / Capacity	Present Condition	Improvements Required	Year Needed	Estimated Cost of Improvement
Olympia Parks	Citywide	Varies	\$67,792,224	1,342.06 Ac	Varies	See Below	See Below	See Below
Garfield Nature Trail	701 West Bay Dr NW	1900	Unknown	7.41	Good			
Grass Lake Nature Park	814 Kaiser Rd NW	1990	\$1,800,000	195.34	Undeveloped	Trail Development	2021	\$2,600,000
Harrison Avenue Parcel	3420 Harrison Avenue NW	2011	\$300,334	24	Undeveloped			
Harry Fain's Legion Park	1115 20th Ave SE	1933	Unknown	1.34				
Playground		2005	\$181,250		Good			
Hawthorne Open Space	1870 Yew Ave NE	2016	\$60,880	2.98	Undeveloped			
Heritage Park	330 5th Ave SE	1996	\$1,400,000	1.18				
Fountain		1996	\$610,000		Good			
Isthmus Parcels	505/529 4th Ave W		\$3,100,000	2.34	Good			
Interim Use Improvements		2018	\$500,000					
Kaiser Woods	4300 Park Dr SW	2016	\$1,014,360	67.68	Undeveloped	Bike Park	2020	\$300,000
Kettle View Park	1250 Eagle Bend Dr SE	2007	\$204,836	4.8				
Restroom (1 unisex)		2011	\$216,000		Excellent			
Playground		2011	\$100,000		Excellent			
Tennis Court		2011	\$60,000		Excellent			
Shelter		2013	\$100,000		Excellent			
LBA Park	3333 Morse Merryman Rd SE	1974/2016/ 2017	\$11,561,137	153.74				
Concessions/RR		1974			Fair			
Kitchen		1974			Good			
Lower RR		1974			Good	ADA Upgrades	2020	\$45,000
Maintenance Buildings		1974			Good			
Shelter/RR		1974			Fair			
Playground		2011	\$230,000		Excellent			
Fields (6)					Good			
Tennis					Good			
Lilly Road Parcel	1100 Lilly Rd NE	2018	\$426,000	4.89	Undeveloped			
Lions Park	800 Wilson St SE	1946	Unknown	3.72		Sprayground/ Park Improve.	2020	\$1,600,000
Shelter		2012	\$274,000		Excellent			
Restroom (2 unisex)		2012	\$100,000		Excellent			
Playground		2011	\$130,000		Excellent			
Basketball		2010	\$11,500		Excellent			

2022 Preliminary Capital Facilities Plan

Facility	Location	Date Acquired	Historical or Purchase Cost	Acres / Capacity	Present Condition	Improvements Required	Year Needed	Estimated Cost of Improvement
Olympia Parks	Citywide	Varies	\$67,792,224	1,342.06 Ac	Varies	See Below	See Below	See Below
Fields					Fair			
Tennis Court (2)					Fair			
Log Cabin Parcel	2220 Log Cabin Rd SE	2010	\$673,000	2.35	Undeveloped			
Madison Scenic Park	1600 10th Ave SE	1989	\$144,000	2.21				
Trail		2013	\$9,000		Excellent			
Margaret McKenny Park	3111 21st Ave SE	1999	\$199,203	4.16				
Playground		2018	\$260,000		Excellent			
McGrath Woods Park	2300 Cain Rd SE	1998	\$202,272	4				
Interim Use Improvements		2009	\$32,000		Good			
McRostie Parcel	1415 19th Ave SE	1997	N/A	0.23	Undeveloped			
Mission Creek Nature Park	1700 San Francisco Ave SE	1996	\$250,000	36.83				
Interim Use Improvements		2009	\$24,000		Good			
Karen Fraser Woodland Trail	1600 Eastside St SE	2017/2018	\$886,245	66.45	Good			
Restroom		2007	\$142,000		Excellent			
Olympic Park	1300 Block Olympic Dr NE	1925		0.6	Undeveloped			
Percival Landing	300 4th Ave W	1970	Unknown	3.38				
D & E Floats		1970			Poor			
North Boardwalk		1970			Fair			
W Restroom (4 unisex)		1988			Fair			
West Boardwalk		1988			Fair			
Harbor House (2 unisex)		2011	\$900,000		Excellent			
NE Pavilion		2011	\$200,000		Excellent			
SE Pavilion		2011	\$200,000		Excellent			
Phase I		2011	\$10,000,000		Excellent			
F Float		2015	\$500,000		Excellent			
Bulkhead		2019	\$3,000,000		Excellent			
Priest Point Park	2600 East Bay Dr NE	1906	Unknown	313.5				
Carpenter Shop		1940s			Poor	Repair	2020	\$25,000
Equip Storage		2004			Good			
Equip Repair		1980s			Fair			
Office/Tool		1940			Poor			
Restroom 1		1968			Good			
Restroom 2		2019	\$350,000		Excellent			

2022 Preliminary Capital Facilities Plan

Facility	Location	Date Acquired	Historical or Purchase Cost	Acres / Capacity	Present Condition	Improvements Required	Year Needed	Estimated Cost of Improvement
Olympia Parks	Citywide	Varies	\$67,792,224	1,342.06 Ac	Varies	See Below	See Below	See Below
Restroom 3		1952			Good			
Shelter 1 (Rose Garden)		2016	\$300,000		Excellent			
Shelter 2		2019	\$170,000		Excellent			
Shelter 3		2008	\$87,000		Excellent			
Shelter 4		2015	\$100,000		Excellent			
Shelter 5		1960			Fair			
Shelter 6					Fair			
Shelter 7					Fair			
VIP Building		1950			Fair			
Playground		2008	\$124,000		Good			
Basketball					Good			
E Trails					Good			
W Trails					Good			
South Capitol Lots	2015 Water St SW	1994	Unknown	0.92	Undeveloped			
Springwood Dr Parcel	1500 Springwood Dr NE	2015	\$0	3.2	Undeveloped			
Stevens Field	2300 Washington St SE	1963	Unknown	7.84				
Concession		1986			Good			
Field 1		2018	\$785,000		Excellent			
Field 2					Good	New Synthetic Turf/Lighting	2021	\$1,187,000
Storage/RR		1950s			Fair			
Shelters (3)		1990			Poor			
Tennis (2)					Good			
Sunrise Park	505 Bing St NW	1988	Unknown	5.74				
Restroom (1 unisex)		2011	\$216,000		Excellent			
Playground		2015	\$100,000		Excellent			
Basketball		1994			Good			
Community Garden		2011	\$40,000		Excellent			
Trillium Open Space	900 Governor Stevens Ave SE	1989	Unknown	4.53	Good			
Ward Lake Parcel	2008 Yelm Hwy SE	2007	\$3,575,958	9.14	Undeveloped			
Watershed Park	2500 Henderson Blvd SE	1955	Unknown	153.03	Good			
West Bay Park	700 West Bay Dr NW	2006	\$6,600,000	17.04	Excellent			
West Bay Woods	1200 Hays Ave NW	2016	\$98,238	1.14	Undeveloped			
Parcels	West Bay Dr/Farwell Ave	2017	\$194,250	1.61	Undeveloped			

2022 Preliminary Capital Facilities Plan

Facility	Location	Date Acquired	Historical or Purchase Cost	Acres / Capacity	Present Condition	Improvements Required	Year Needed	Estimated Cost of Improvement
Olympia Parks	Citywide	Varies	\$67,792,224	1,342.06 Ac	Varies	See Below	See Below	See Below
Wildwood Glen Parcel	2600 Hillside Dr SE	1999	\$86,390	2.38	Undeveloped			
Woodruff Park	1500 Harrison Dr NW	1892	\$1	2.46				
Sprayground		2019			Excellent			
Storage/RR		1950			Excellent			
Tennis		1950			Fair	Replace/Add Pickleball Courts	2020	\$750,000
Basketball		1950			Fair			
Volleyball		1950			Fair			
Yashiro Japanese Garden	1010 Plum St SE	1990	Unknown	0.74	Good			
Yauger Park	3100 Capital Mall Dr SW	1978	Unknown	39.77				
Concessions/RR		1982			Excellent			
Kitchen/Shelter		1982			Fair			
Athletic Fields		1982			Good			
Skate Court		2000	\$392,000		Good			
Playground		2011	\$267,000		Excellent			
Community Garden		2011	\$40,000		Excellent			
Yelm Highway Parcels	3535 Yelm Hwy SE	2000/2018	\$11,117,500	86.55	Undeveloped			
Other Jurisdictions' Community Parks				49.86 Ac				
Capitol Campus (Landscaped areas)	416 Sid Snyder Avenue SW			20				
Centennial Park	200 Block Union Ave SE			0.8				
Heritage Park	501 5th Ave SW			24				
Marathon Park	Deschutes Parkway SW			2.1				
Port Plaza	700 Block Columbia St NW			1.2				
Sylvester Park	600 Capitol Way S			1.3				
Ward Lake Fishing Access	4135 Ward Lake Ct SE			0.46				
Other Jurisdictions' Open Space				8.64 Acres				
Chambers Lake Trailhead	3725 14th Ave SE			1.71				
I-5 Trail Corridor	Adjacent to I-5 from Capitol Campus to Lacey City Hall	4.21						
Percival Canyon/West Bay Link	701 4th Ave W			2.72				

2022 Preliminary Capital Facilities Plan

Facility	Location	Date Acquired	Historical or Purchase Cost	Acres / Capacity	Present Condition	Improvements Required	Year Needed	Estimated Cost of Improvement
Water Pipe								
Water Pipe, 8” and larger, all material types 1,064,200 l.f. (202 miles)	Citywide	Varies			Varies	Maintenance & Repair	Annual	
11 Water Tanks/Reservoirs	Citywide	Varies		31 M gal total cap.	Good			
6 Booster Stations	Citywide	Varies		3.10 Mgd	Excellent - Fair			
Water Pipe								
9 Springs/Wells		Varies		22 Mgd	Good			
Pipes - Stormwater								
172 miles of storm pipe	Citywide	Varies		Conveyance	Varies	Spot Repairs	Annual	
Maintenance holes and Catch Basins - Stormwater								
Approx. 8,900 catch basins and maintenance holes	Citywide	Varies		Collection/Conveyance	Varies	Spot Repairs and Cleaning	Annual	
Management Sites Stormwater			\$9,005,000					
5th Avenue Pond	5th Avenue/Olympic Way	2004		Treatment, Storage	Good	None	Not Scheduled	
9th Ave/Milroy Pond	1901 9th Ave	2003		Treatment, Storage	Good	Vegetation Management	Annual	
12th Ave/Cushing Pond	12th Ave/Cushing	2004		Treatment, Storage	Good	None	Annual	
13th Ave/ Plymouth Pond	13th/ Plymouth St SW	1980s		Storage	Good	Vegetation Management	Annual	
14th/Lybarger Pond	14th/Lybarger St	Late 1990s		Storage	Fair	Additional planting, maintenance	Annual	
18th/Fones Pond	18th/Fones Rd	2007	\$375,000	Treatment, Storage	Good	Vegetation Management	Annual	
18th Avenue/ Ellis Street Pond	Between 18th Avenue SE and Ellis Street	2013	\$250,000	Storage, Treatment	Good	Vegetation maintenance,	Annual	

2022 Preliminary Capital Facilities Plan

Facility	Location	Date Acquired	Historical or Purchase Cost	Acres / Capacity	Present Condition	Improvements Required	Year Needed	Estimated Cost of Improvement
Management Sites Stormwater			\$9,005,000					
18th Avenue/ Craig Street Pond	Between 18th Avenue SE 3100 Block	2013	\$500,000	Storage, Treatment	Good	Vegetation maintenance,	Annual	
21st/Black Lake Blvd Ponds	21st/Black Lake Blvd	1990		Storage	Good	Vegetation Management	Annual	
21st/Fir Pond	21st/Fir St SE	1990s		Storage	Fair	Vegetation Management	Annual	
Bayhill Pond	Harrison Ave/Kaiser Rd	2004		Storage, Infiltration	Poor	Vegetation Management	Annual	
Black Lake Meadows	Percival Basin	1995		Storage, Treatment	Good	Vegetation Management	Annual	
“Boone Lake”/Automall Pond	Cooper Pt/Behind Truck Ranch	1980s		Storage, Infiltration	Good	Vegetation Management. Improve Outlet Access	Annual	
Boulevard Rd/Log Cabin Rd Roundabout Pond	Boulevard Rd/Log Cabin Rd	2010	\$180,000	Storage, Infiltration	Good	Vegetation Management	Annual	
Boulevard Rd/22nd Avenue Roundabout Pond	Boulevard Rd/22nd Ave	2014		Treatment, Storage	Good		Annual	
“C6”/Automall Pond	Cooper Pt./Behind Volvo	1996	\$200,000	Storage	Fair	Vegetation Management, Improve Outlet Access	Not Scheduled	
Capital High School	Percival Basin			Treatment, Storage	Good	Vegetation Management	Annual	
Cedars Kettle	Log Cabin/Cain Road SE	1997	\$400,000	Infiltration	Good	Vegetation Management	Annual	
Cedars Wetpond	Cedar Park Loop	1997		Infiltration	Good	Vegetation Management	Annual	
Division and Farwell Pond	Division St/Farwell Ave	2008		Treatment, Storage	Fair	Vegetation Management	Annual	
Fern St Pond	13th/Fern St SW	1980s		Storage	Good	Soil augmentation, native shrubs	Annual	
Frederick/Thurston	Frederick/Thurston Ave			Infiltration	Good	Vegetation Management	Annual	
Harrison Ave and Kaiser Road Pond	Harrison Ave/Kaiser Rd	2011	\$200,000	Treatment, Storage, Infiltration	Good	Vegetation maintenance	Annual	
Hoffman Road Infiltration Gallery	30th/Hoffman Rd SE	1990s		Infiltration	Good	Cleaning maintenance	Annual	

2022 Preliminary Capital Facilities Plan

Facility	Location	Date Acquired	Historical or Purchase Cost	Acres / Capacity	Present Condition	Improvements Required	Year Needed	Estimated Cost of Improvement
Management Sites Stormwater			\$9,005,000					
Indian Creek Treatment Facility	Frederick St/Wheeler Avenue	2001	\$400,000	Water Quality Treatment	Good	Sediment removal all cells, vegetation, trail and wall maintenance	Annual	
Joy Ave and Quince St Pond	Joy Ave/Quince St		\$150,000	Treatment	Good	Vegetation Management	Annual	
Log Cabin Rd Water Tank Pond	East of Log Cabin/Boulevard Rd	2011	\$200,000	Treatment, Storage, Infiltration	Good	Vegetation Management	Annual	
Mud Bay Road Pond	Harrison Ave/Cooper Pt Road NW	2001		Storage/ Treatment	Poor	Compliance with permits, vegetation maintenance	Annual	
North Percival Constructed Wetland	21st/Black Lake Blvd	1995	\$2,300,000	Storage/ Treatment	Good	Vegetation/ Public Use Management	Annual	
Oak/Fairview Pond	Oak Avenue/Fairview Street	1990s		Storage	Good	Vegetation Management	Annual	
Pacific Avenue Treatment Facility	Pacific Avenue at Indian Creek	2014	\$650,000	Water Quality Treatment	Good	Vegetation maintenance, hydrodynamic separator cleaning, Storm filter replacement	Annual	
Sleater-Kinney Pond	15th/Sleater-Kinney Road	2002	\$300,000	Storage/ Treatment	Good	Vegetation Management	Annual	
Stan Hope Pond	Stanhope/Landau, NE	1980		Treatment, Infiltration	Good	Vegetation Management	Annual	
Taylor Wetlands Pond	North of Fones Rd (Home Depot)	2003	\$400,000	Treatment, Storage, Infiltration	Good	Vegetation Management	Annual	
Yauger Park Regional Pond	Cooper Pt./Capital Mall Dr.	1983 (Upgraded 2011)	\$2,500,000	Treatment, Storage	Good	Vegetation management, plant establishment	Annual	
Low Impact Development Facilities - Stormwater			\$30,000					
11th Avenue Bio Swale	11th Avenue SW/Plymouth Street	2006		Treatment, Infiltration, Conveyance	Fair	Vegetation Management	Annual	
Decatur Bio Swale	Decatur St /9th Ave	2009	\$30,000	Treatment	Good	Vegetation Management	Annual	
Division/Bowman Rain Garden	Division St/Bowman Ave	2008		Treatment, Storage	Good	Vegetation Management	Annual	

2022 Preliminary Capital Facilities Plan

Facility	Location	Date Acquired	Historical or Purchase Cost	Acres / Capacity	Present Condition	Improvements Required	Year Needed	Estimated Cost of Improvement
Hoadly Rain Garden	Hoadly Street/Governor Stevens Avenue			Treatment, Storage, Infiltration	Fair	Vegetation Management	Annual	
Oak/Fir Rain Garden	Oak Avenue/Fir Street	2011		Treatment, Infiltration	Good	Vegetation Management	Annual	
Yelm Highway Bio-Infiltration Swales	Yelm Hwy/Henderson			Treatment, Infiltration	Good	Vegetation Management	Annual	
Treatment Vaults - Stormwater			\$1,060,000					
4th Ave Bridge Treatment Facility	4th Ave Bridge	2004		Water Quality Treatment	Good	Filter Replacement	Bi-Annual	
4th Ave East Treatment Facility	4th Ave/Quince St	2015		Water Quality Treatment	Good	Sediment Removal	Annual	
City Hall Treatment	City Hall	2011	\$40,000	Treatment	Good	Sediment Removal, Filter Replacement	Annual	
Decatur Storm Filter	Decatur St /9th Ave	2009	\$20,000	Water Quality Treatment	Good	Filter replacement and cleaning	Annual	
Fire Station Headquarters Street Treatment	Puget St/4th Ave E			Water Quality Treatment	Good	Filter replacement and cleaning		
Giles Avenue Treatment Vault	Giles Ave/Division St NW	2004	\$300,000	Water Quality Treatment	Good	Sediment removal, primary cell and filter vault	Annual	
Treatment Vaults - Stormwater			\$1,060,000					
Hands on Children's Museum	Marine Drive	2011		Water Quality Treatment	Good	Filter replacement and cleaning	Annual	
Harrison Avenue Treatment	Three vaults on Harrison Avenue west of Kaiser road	2011	\$50,000	Water Quality Treatment	Good	Mulch replacement	Annual	
San Francisco Ave Treatment	San Francisco Ave/Rose St	2009						
Sleater-Kinney / San Mar Treatment	San Mar to Martin Way (Under West Sidewalk)	2003		Treatment	Good	Maintenance cleaning	Annual	
State Avenue Treatment	State Ave, from Plum to Central Street	2015		Water Quality Treatment	New	None	Annual	
West Bay Drive Treatment	West Bay Drive Sidewalk	2015		Water Quality Treatment	New	None	Annual	
Pacific Avenue Treatment Facility	Pacific Avenue at Indian Creek	2014	\$650,000	Water Quality Treatment	Good	Vegetation maintenance, hydrodynamic separator cleaning, Storm filter replace.	Annual	

2022 Preliminary Capital Facilities Plan

Facility	Location	Date Acquired	Historical or Purchase Cost	Acres / Capacity	Present Condition	Improvements Required	Year Needed	Estimated Cost of Improvement
Percival Landing Treatment Vault	Olympia Ave / Columbia St	2011		Water Quality Treatment	Good	Filter replacement and cleaning	Annual	
Property Maintained - Stormwater Natural Resources Areas								
Schneider Creek Check Dams	Ellion St/Orchard Dr				Poor	Remove/ Replace	Not Scheduled	
Wastewater Conveyance System								
Wastewater Pipes – Gravity - 187 total linear miles	Citywide	Varies			Good (150 miles) Fair (23 miles) Poor (13 miles) Unknown (1 mile)	Priority Repairs	Annual	\$365,000
Wastewater Pipes – Force Main - 10 total linear miles	Citywide	Varies				Long-term force main upgrades	2024-2029	\$1,800,000
Wastewater STEP Systems 1,730 residential and 20 commercial	Citywide	Varies				Residential STEP Equipment Upgrades	Ongoing, as feasible	\$450,000
Wastewater STEP Pressure Mains - 28 total linear miles	Citywide	Varies						
Wastewater Structures (manholes, cleanouts, etc.)	Citywide	Varies				Maintenance hole repair and replacements	2021-2024	\$232,000
Other Jurisdictions Wastewater and Reclaimed Water Facilities (owned by LOTT Clean Water Alliance)								
Capitol Lake Pump Station	Deschutes Parkway			24mgd				
Budd Inlet Treatment Plan	500 Adams St NE			Can process up to 22mgd of wastewater; Can produce up to 1.5 mgd of reclaimed water				
Major Interceptor Sewer Lines	Along Martin Way and Capitol Way; Indian and Percival Creeks; Black Lake and Cooper Pt Roads; around Capital Lake			16 miles				

2022 Preliminary Capital Facilities Plan

Facility	Location	Date Acquired	Historical or Purchase Cost	Acres / Capacity	Present Condition	Improvements Required	Year Needed	Estimated Cost of Improvement
Reclaimed Water Transmission Lines	Downtown area			4,000 feet				
Creeks								
Indian/Moxie Creek	Various Locations					Water Quality/Habitat Improvements	Ongoing	
Percival Creek	Between Percival Cove & Hwy 101					Water Quality/Habitat Improvements	Ongoing	
Schneider Creek	Various Locations					Water Quality/Habitat Improvements	Ongoing	
Woodard Creek	Various Locations					Water Quality/Habitat Improvements	Ongoing	
Parking Lots								
Columbia St & 4th Ave Parking Lot	122 4th Ave W		\$286,150	.17 Ac	Fair	Drainage, repavement, striping	Not scheduled	
Olympia Ave at Franklin St Parking Lot	303 Franklin St NE		\$369,340	.33 Ac	Fair	Drainage, repavement, striping	Not scheduled	
State Ave and Washington St Parking Lot	205 State Ave NE		\$457,600	.33 Ac	Poor	Drainage, repavement, striping	Not scheduled	
Former Senior Center Gravel Parking Lot at State and 4th	114 Columbia St NW		\$275,950	.17 Ac	Poor	Paving	Not scheduled	
	116 Columbia St NW		\$288,150	.17 Ac				
State and Capital Parking Lot	107 State Ave NE		\$269,600	.16 Ac	Fair	repavement, striping	Not scheduled	
Facilities		Year Built	\$97,425,300			This Section below is currently being updated as part of the Building Condition Assessment Report		
City Hall	601 4th Ave E	2011	\$35,650,000		Excellent			
Community Center/ Olympia Center	222 N Columbia	1987	\$5,301,000		Good			

2022 Preliminary Capital Facilities Plan

Facility	Location	Date Acquired	Historical or Purchase Cost	Acres / Capacity	Present Condition	Improvements Required	Year Needed	Estimated Cost of Improvement
Court Services Building	909 8th Ave	1975	\$143,000		Fair			
Family Support Center	201/211 N Capitol Way	1940	\$1,443,600		Good			
Farmers Market	Capitol Way	1996	\$1,000,000		Good			
Fire Station No. 1	100 Eastside St NE	1993	\$4,403,900		Good			
Fire Station No. 2	330 Kenyon St NW	1991	\$1,233,500		Good			
Fire Station No. 3	2525 22nd Ave SE	1992	\$416,700		Good			
Parking Lots								
Fire Station No. 4	3525 Stoll Rd SE	2011	\$7,095,700		Excellent			
Hands on Children’s Museum	401 Jefferson St SE	2012	\$18,500,000		Excellent			
Lee Creighton Justice Center	900 Plum St SE	1967	\$2,432,300		Fair			
Maintenance Center Complex	1401 Eastside St	1976	\$3,849,300		Fair			
Mark Noble Regional Fire Training Center	1305 Fones Rd	2013	\$8,720,800		Excellent			
Old Fire Station Training Center	2200 Boulevard Rd SE	1962	\$65,000		Good			
Police Firing Range	6530 Martin Way E	1987	\$245,000		Good			
The Washington Center	512 Washington St	1985	\$4,181,700		Good			
Olympia Timberland Library	313 8th Ave SE	1981	\$2,743,800		Good			
Facilities Owned by Other Public Entities Within the City of Olympia								
Olympia School District	See the Olympia School District’s Capital Facilities Plan for a facilities inventory list, capacities and map (part of Olympia’s Adopted CFP).							
Port of Olympia	See Port of Olympia Comprehensive Scheme of Harbor Improvements for a Budd Inlet District Map. (http://www.portolympia.com/index.aspx?nid=235)							

2022 Preliminary Capital Facilities Plan

Facility	Location	Date Acquired	Historical or Purchase Cost	Acres / Capacity	Present Condition	Improvements Required	Year Needed	Estimated Cost of Improvement
Facilities Owned by Other Public Entities Within the City of Olympia								
South Puget Sound Community College Campus	2011 Mottman Road SW. See SPSCC website for a campus map. (http://spscc.ctc.edu/)		Varies (Olympia campus is about 102 acres; with about 86.5 acres in City of Olympia jurisdiction)					
State of Washington	See campus map on State of Washington Department of Enterprise Services website. (http://des.wa.gov/Pages/default.aspx)							
Thurston County	See inventory list in Thurston County Capital Facilities Plan. (http://www.co.thurston.wa.us/planning/comp_plan/comp_plan_document.htm)							
Bridges			\$39,000,000					
Olympia-Yashiro Friendship Bridge	4th Ave Bridge	1919, Replaced 2004	\$39,000,000		Good			
5th Avenue Bridge	5th Ave	1958, Rebuilt 2004			Good			
Priest Point Park Bridge	2700 Block East Bay Dr	1972			Good			
Percival Creek Bridge	Cooper Point Dr/AutoMall Dr at Evergreen Park Dr SW	1986			Good			
R.W. Johnson Road Culvert	R.W. Johnson Blvd, 700' N of Mottman Rd	2003			Good	Bank Stabilization		
Streets								
Arterial Classification- 106 lane miles	Citywide	Varies		Average system condition rating is 66. Target condition rating is 75.		\$48 million (in 2012 dollars)		
Collector Classification- 124 lane miles	Citywide	Varies						
Neighborhood Collector Classification- 42 lane miles	Citywide	Varies						

2022 Preliminary Capital Facilities Plan

Facility	Location	Date Acquired	Historical or Purchase Cost	Acres / Capacity	Present Condition	Improvements Required	Year Needed	Estimated Cost of Improvement
Local Access Classification- 236 lane miles	Citywide	Varies						
Urban Collector- 17 lane miles	Citywide	Varies						
Wellhead Protection			\$1,154,788	10 Acres				
Klabo		1998	\$1,000,000					
McAllister Wellfield Vicinity		2003	\$154,788	10 Acres	Unimproved			
Miscellaneous			\$3,743,000	13.08 Acres				
Chambers Ditch (Maintained by Chambers Drainage Ditch District)	Southeast, from outlet of Chambers Lake to Yelm Highway	Stormwater Conveyance						
Old City Dump/Top Foods	NW of Top Foods		\$3,586,800	12.34 Ac				
Old Gravel Pit	800' East of Kenyon St & 4th Ave		\$128,000	.35 Ac				
Woodland Park Parcel (Acquired through LID delinquency)	2710 Aztec Dr NW	2010	\$28,200	.39 Ac	Undeveloped			



Glossary of Terms & Acronyms

Allocation:

To set aside or designate funds for specific purposes. An allocation does not authorize the expenditure of funds.

Appropriation:

An authorization made by the City Council for expenditures against the City's Annual Budget. Appropriations are usually made for fixed amounts and are typically granted for a one-year period.

Appropriation Ordinance:

An official enactment by the legislative body establishing the legal authority for officials to obligate and expend resources.

Arterial Street Funds (ASF):

State grants received for the dedicated purpose of improvements to arterials. The source of funding is the state gas tax.

Assessed Value (AV):

The fair market value of both real (land and building) and personal property as determined by the Thurston County Assessor's Office for the purpose of setting property taxes.

Assets:

Property owned by a government which has monetary value.

Bond:

A written promise to pay (debt) a specified sum of money (principal or face value) at a specified future date (the maturity date(s)) along with periodic interest paid at a specified percentage of the principal (interest rate).

Bond Anticipation Notes (BANs):

Short-term interest-bearing notes issued in anticipation of bonds to be issued at a later date. The notes are retired from proceeds of the bond issue to which they are related.

Budget (Operating):

A plan of financial operation embodying an estimate of proposed expenditures for a given period (typically a fiscal year) and the proposed means of financing them (revenue estimates). The term is also sometimes used to denote the officially approved expenditure ceilings under which a government and its departments operate.

Bulb Out:

An extension of the curb that juts out into the roadway, approximately seven feet wide (the width of a parking space).

Capital Budget:

A plan of proposed capital expenditures and the means of financing them. The capital budget may be enacted as part of the complete annual budget including both operating and capital outlays. The capital budget is based on a Capital Facilities Plan (CFP).

Capital Expenditure:

Expenditure resulting in the acquisition of or addition to the City’s general fixed assets.

Capital Facilities:

A structure, improvement, piece of equipment or other major asset, including land that has a useful life of at least five years. Capital facilities are provided by or for public purposes and services including, but not limited to, the following:

- Bikeway and Disability Access Ramps
- Detention Facilities
- Drinking Water
- Fire and Rescue
- Government Offices
- Law Enforcement
- Libraries
- Open Space
- Parks (Neighborhood and Community)
- Public Health
- Recreational Facilities
- Roads
- Sanitary Sewer
- Sidewalks, Bikeway, and Disability Access Ramps
- Solid Waste Collection and Disposal
- Stormwater Facilities
- Street Lighting Systems
- Traffic Signals

Capital Facilities Plan (CFP):

A twenty-year plan to implement the comprehensive plan vision, showing how the City will provide urban governmental services at adopted levels of service standards for the existing and projected population growth in the City and Urban Growth Area. It includes projected timing, location, costs, and funding sources for capital projects. The CFP identifies which capital facilities are necessary to support development/growth. Projects in the CFP are directly related to the applicable master plan or functional plans, such as the Parks, Arts and Recreation Plan, the Storm and Surface Water Plan, and other similar plans. The CFP is an element of the Comprehensive Plan, which is required to be internally consistent with the other chapters of the plan and the City budget.

Capital Improvement:

A project to create, expand or modify a capital facility. The project may include design, permitting, environmental analysis, land acquisition, construction, landscaping, site improvements, initial furnishings, and equipment.

Capital Improvement Plan (CIP) Fund:

A fund used to pay for general municipal projects (excludes utilities). The money is derived from the real estate excise tax, interest, utility tax (1%), and the year-end cash surplus.

CFP General Fund Revenues:

These revenues include 1% non-voted utility tax on gas, electric and telephone utilities plus 6% utility tax on Cable TV. In addition to the utility tax, CIP revenues include REET, interest, and contributions from the General Fund.

Concurrency:

In growth management terms, capital facilities must be finished and in place at the time or within a reasonable time period following the impact of development.

Councilmanic:

Debt that is incurred by the City Council. A vote of the people is not required. The funds to repay the debt must come from the City's general revenues.

Debt Capacity:

The amount of money a jurisdiction can legally afford to borrow.

Debt Service:

Payment of interest and principal to holders of a government's debt instruments.

Development Orders and Permits:

Any active order or permit granting, denying, or granting with conditions an application for a land development approval including, but not limited to impact fees, inventory, and real estate excise tax.

Federal Aid to Urban Systems (FAUS):

A grant received for improvements to the City’s transportation network.

Fund Balance:

The excess of an entity’s assets over its liabilities. The City’s policy is to maintain a 10% emergency reserve of at least 10% of the operating revenues in major funds. This term may also be referred to as Retained Earnings in the Utility funds or year-end surplus in the General Fund.

Gas Tax:

Money received by the City from the State Gas Tax. The funds may only be used for improvements to arterials.

General Facility Charges (GFC):

Payment of monies imposed for development activity as a condition of granting development approval in order to pay for utilities needed to serve new development.

Grant:

A funding source provided by the State or Federal government.

Impact Fees:

A payment of money imposed for development activity as a condition of granting development approval in order to pay for the public facilities needed to serve new growth and development. By state law, impact fees may be collected and spent on roads and streets, parks, schools, and fire protection facilities.

Interim Use and Management Plan (IUMP):

The portion of the Parks Plan that reflects parks/parcels that need minimal property development of the property so that it can be used until the property is further developed for full use by the public.

Inventory:

A listing of City of Olympia’s public facilities including location, condition, and future replacement date.

Level of Service (LOS):

A quantifiable measure of the amount of public facility that is provided. Typically, measures of levels of service are expressed as ratios of facility capacity to demand (i.e., actual or potential users).

Local Improvement Districts (LID):

A mechanism to pay for improvements (i.e., streets, sidewalks, utilities) that directly benefit the property owner.

Neighborhood Traffic Management Program (NTMP):

A program to reduce the speed/traffic in neighborhoods. The plan includes the use of traffic circles or islands, speed bumps, improved signage or restriping.

Operation and Maintenance (O&M):

Operation and maintenance expense.

Pervious or Porous Pavement:

A permeable pavement surface with a stone reservoir underneath. The reservoir temporarily stores surface runoff before infiltrating it into the subsoil. Runoff is thereby infiltrated directly into the soil and receives some water quality treatment.

Public Works Trust Fund Loans (PWTF):

Low interest loans from the State of Washington for “public works” projects.

Rates:

The existing rate of the various utilities sufficient to pay for the cost of projects.

Repairs and Maintenance (General):

Building/facility repairs/maintenance up to \$50,000, and with a life expectancy of less than five years. General repairs and maintenance are paid from the City Operating Budget.

Repairs and Maintenance (Major):

Building/facility repairs/maintenance up to \$50,000 or more with a life expectancy of five years or more. Major repairs and maintenance are paid from the Capital Budget.

Real Estate Excise Tax: (REET)

The City of Olympia charges 1/2% tax on all real estate transactions to fund capital improvements.

SEPA Mitigation Fees:

Fees charged to “long plats” or new major developments for their direct impact on the system. SEPA mitigation measures must be related to a specific adverse impact identified in the environmental analysis of a project. The impact may be to the natural or built environment, including public facilities.

Septic Tank Effluent Pump (STEP):

This is an alternative to gravity flow sewage systems. The Council eliminated the use of future STEP systems in 2005.

Six-year Financial Plan:

A six-year financially constrained plan of identified projects, anticipated costs, and proposed funding sources that is part of the Capital Facilities Plan.

Site Stabilization Plan (SSP):

The portion of the Parks Plan that reflects parks/parcels that need additional work to increase safety by putting up fences, gates, or removing debris, etc.

Transportation Benefit District (TBD):

The Olympia City Council makes up the TBD Board, enacted by City Council in 2008. Each vehicle registered within the City of Olympia at the time of renewal is assessed \$40 for transportation improvements in Olympia. The TBD Board currently contracts with the City to fund transportation projects.

Utility Tax:

The City of Olympia charges the statutory limit of 6% on private utilities (electric, gas, telephone and Cable TV). 1% of the amount on gas, electric and telephone goes to the Capital Financial Plan. The total 6% tax on Cable TV goes to support major maintenance. In 2004, voters approved an additional 3% increase in this tax, for a total of 9%. Of the 3%, 2% is dedicated for acquisition, development and maintenance of new Parks and 1% is allocated for recreational sidewalks.

Voted Debt:

Voted debt requires the community members’ vote for approval to increase property taxes to pay for the project.

Acronyms	
AC	Asbestos Cement
ADA	Americans with Disabilities Act
AV	Assessed Value
CAMP	Capital Asset Management Program
CFP	Capital Facilities Plan
CIP	Capital Improvement Program
DFW	Department of Fish and Wildlife
DOE	Department of Energy
DOH	Department of Health
EDDS	Engineering Design and Development Standards
EMS	Emergency Medical Services
ENV	Environmental
FF&E	Furniture, Fixtures and Equipment
GFC	General Facilities Charge
GHG	Green House Gases
GMA	State of Washington Growth Management Act
GMP	Guaranteed Maximum Price
GO	General Obligation
GTEC	Growth and Transportation Efficiency Centers
HES	Hazard Elimination Safety
HOCM	Hands on Children's Museum
I&I	Inflow and Infiltration
IAC	Interagency Committee for Outdoor Recreation
IPM	Integrated Pest Management
IUMP	Interim Use and Management Plan
LBA	Little Baseball Association
LED	Light Emitting Diodes
LEED	Leadership in Energy and Environmental Design
LID	Local Improvement District
LOS	Level of Service

Acronyms	
LOTT	Lacey, Olympia, Tumwater, Thurston County
LTFS	Long Term Financial Strategy
NPDES	National Pollutant Discharge Elimination System
NTMP	Neighborhood Traffic Management Program
O&M	Operations and Maintenance
OPARD	Olympia Parks, Arts and Recreation Department
OMPD	Olympia Metropolitan Park District
OWT	Olympia Woodland Trail
PFD	Public Facilities District
PMMP	Parks Major Maintenance Program
PSI	Pounds per Square Inch
PWTF	Public Works Trust Fund
RCO	Recreation and Conservation Office
REET	Real Estate Excise Tax
RFP	Request for Proposal
SDWA	Federal Safe Drinking Water Act
SEPA	State Environmental Policy Act
SPSCC	South Puget Sound Community College
SSP	Site Stabilization Plan
STEP	Septic Tank Effluent Pump
TBD	Transportation Benefit District
TIP	Transportation Improvement Program
TOR	Target Outcome Ratios
TRPC	Thurston Regional Planning Council
TSP	Transit Signal Priority
UBIT	Under Bridge Inspection Truck
UFC	Uniform Fire Code
UGA	Urban Growth Area
UGMA	Urban Growth Management Area

Acronyms	
WWRF	Washington Wildlife Recreation Fund
WWRP	Washington Wildlife and Recreation Program

Olympia School District CFP

Available with Final Capital Facilities Plan.



To: Mayor Selby and Members of the Olympia City Council

From: Rebecca Brown, Vice Chair, Bicycle and Pedestrian Advisory Committee (BPAC)

Date: October 1, 2021

Subject: 2022-2027 Preliminary Capital Facilities Plan (CFP); Bicycle/Pedestrian Facilities

Thank you for providing the BPAC the opportunity to review and comment on the Preliminary 2022-27 CFP. This letter is a result of a BPAC subcommittee's draft letter and the full BPAC's discussion. Our perspective is through the lens of individuals who use bicycle/pedestrian facilities frequently and have personally experienced the hostile environment of car-centric urban planning.

Safety and mobility

Safety for people walking and biking on our streets remains our biggest concern. There are many places in our city where pedestrians and bicyclists are forced to use busy streets that have no sidewalks or bike lanes. As new development occurs, we hope to see sidewalks and bike lanes being built to support the increased density that comes with that development. Pedestrian infrastructure can empower individuals to engage with our city without depending on dangerous, expensive, and polluting vehicles.

We are especially concerned about the safety of the people who will be moving into the old Quality Inn site. A higher percentage of our unhoused neighbors walk and bike places, and that site is very close to the Plum Street interchange. We want to ensure that these people have safe options to bike and walk, and we want to make sure that they are included in the metrics used to understand how people move around our city.

Equity

We note that there is no reference to equity in the CFP. We recommend including a section explaining how equity has informed the projects included in the CFP. We suggest adopting a tangible, specific tool that illustrates how the CFP projects will make Olympia more equitable. Those who are dealing with systemic oppression need to see accountability in all aspects of the City's processes.

We look forward to seeing the results of the efforts of the Social Justice and Equity Commission founding members. We hope next year's CFP will reflect some of that work.

Small projects

Our city has a number of gaps in the current bike system, such as the abrupt ends of the bike lanes on State Avenue by the railroad tracks and on 4th Avenue by the Martin Way Y. These gaps are often small but important for users. We would like to see a mechanism for low-cost fixes to improve navigation in places where bike lanes end. These fixes could include signs and other wayfinding tools, or changes to lane striping, for example. These small changes would make a big difference for people using the bike lanes.

Development

The city spends a lot of taxpayer dollars to correct development decisions made in previous generations. For example, many of the pathways listed in the CFP connect cul-de-sacs or neighborhoods that were not built with a gridded street system. We support development codes that encourage a street grid at the time of development and that consider future conditions and needs as our city grows.

When a full street cannot be built, we support making a pedestrian and bicycle connection at the time of development. For example, a new development being built on the westside has a street stub with a sign that says “Future Street Connection.” The BPAC recommends that this and other developments include a pedestrian and bicycle connection at the time of development, in anticipation that it will be replaced with the street connection later.

Similarly, we are aware of a new development planned near the intersection of 22nd Avenue and Cain Road, across the street from NOVA Middle School. There is no roundabout in the CFP for this intersection, but we believe one will be necessary with the new development that will result in more people walking and driving in the neighborhood. A roundabout here will help people cross both 22nd Avenue and Cain Road and improve traffic flow.

Eastside Street/22nd Avenue sidewalk

We also want to emphasize the importance of Policy 23.2 from the comprehensive plan, “Raise driver awareness of pedestrians at crosswalks on wide, high-volume streets using blinking lights, flags, signs, markings, and other techniques.” This is especially important for plans to extend a sidewalk on Eastside Street/22nd Avenue from Fir Street to I-5. According to the Street Safety Plan, drivers here regularly drive more than 10 mph over the speed limit. With a new, highly-needed sidewalk, we anticipate that more pedestrians will use this street. Signs, flags, markings, and other techniques may be required to remind drivers to slow down and anticipate people walking and potentially crossing the street.

Better integration with parks projects

The BPAC recognizes the importance of parks to the neighborhoods and the city at large. Olympia’s exciting improvements to Parks and Recreation areas will create greater traffic in the surrounding neighborhoods. These neighborhoods may already be experiencing parking scarcity. The Lions Park sprayground, the repurposed Legion Way Armory, and the Kaiser Woods Park are all examples of parks that will create more car, bike, and pedestrian traffic through neighborhoods. We recommend that the Parks and Recreation department coordinate with Public Works Transportation to prioritize bicycle and pedestrian access. This will serve two purposes: improve traffic safety and alleviate traffic congestion and parking demand in surrounding neighborhoods.

Metrics

We urge metrics for CFP programs that do not have them currently. Monitoring progress through clear metrics is crucial to ensuring desired outcomes. We noticed inconsistencies between the projects in this year’s CFP and those listed and prioritized in the Transportation Master Plan (TMP). We feel the prioritization score maps from the TMP are good and should be used to make our city safer for vulnerable walkers, cyclists and rollers. We recommend including the prioritization score for projects in the CFP. We request greater transparency for decisions that deviate from the TMP prioritization, such as recognizing which projects the city committed to before the TMP was finalized.

Let's realize our Comprehensive Plan

This year's CFP highlights the need for safe and functional mobility as Olympia's population continues to grow. We support the Comprehensive Plan's first goal, "All streets are safe and inviting for pedestrians and bicyclists. Streets are designed to be human scale, but also can accommodate motor vehicles, and encourage safe driving." Improving pedestrian infrastructure is one step towards addressing the socioeconomic and environmental challenges Olympia currently faces. Prioritizing alternative transportation options ensures that people who choose a healthier, greener, and cheaper form of transportation are supported, safe, and rewarded for their decision. Those without access to a car and those who use assisted mobility have a right to dignified and safe means of transportation.

We look forward to seeing these projects come to life and hope that our input can guide the City of Olympia toward meeting the goals outlined in the Comprehensive Plan.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rebecca Brown', with a long horizontal flourish extending to the right.

Rebecca Brown
Vice Chair
Bicycle & Pedestrian Advisory Committee

cc: Michelle Swanson, AICP, Associate Planner, Public Works | Transportation
BPAC Members

Olympia Planning Commission

October 4, 2021

Olympia City Council
PO Box 1967 Olympia
WA 98507-1967

Dear Councilmembers:

SUBJECT: Preliminary 2022-2027 CFP Recommendations

The Olympia Planning Commission appointed a Capital Facilities Plan Subcommittee to review the 2022-2027 Capital Facilities Plan for consistency with Olympia's Comprehensive Plan.

We would like to recognize the City of Olympia staff for consistently striving to improve the content, layout, and accuracy of the CFP. This year they added information about debt servicing which was responsive to previous comments by the OPC.

A common refrain on budgeting is that 'your budget is your values'. We have noticed that despite efforts of staff there has been little public involvement or interest in the CFP document over the years. We recognize that this document builds upon planning efforts such as the transportation master plan that included public involvement, so that involvement is to some extent 'baked in' to the projects and recommendations. Regardless, we believe that additional engagement on the CFP itself would help us assure that Olympia is investing in its values.

Olympia's comprehensive plan's Community Values and Vision section describes Olympia's values on public participation like this:

Olympians value their right to participate in City government, and to engage in a meaningful, open, and respectful community dialogue regarding decisions that affect our community.

We believe that there are opportunities to advance this community value through the capital facilities planning process by making the values advanced by investments in the CFP more accessible. For example, Olympians expressed their transportation vision as '*complete streets that move people, not just cars*'. It is difficult to read the CFP and understand the extent to which we are advancing that value versus investing in the status quo. We believe that we can increase community engagement with the CFP by continuing to improve the links between the

CFP and the plans that shape it. We hope that making this linkage would allow residents reading the plan to understand what values we are investing in and aid in a level of engagement that other documents the OPC reviews have.

Although it is not part of the comprehensive plan Olympia has committed to:

'Continuing to learn and take action to dismantle all forms of oppression within our City government and its operations by lifting up and including the voices of our marginalized community members in decision making...'

Investments in projects across City government are clear opportunities to operationalize this value. There are a variety of ways in which the city is advancing their DEI values, for example through efforts to have a more equitable contracting process, but it is not evident in reading the CFP where we are advancing this value and where we have more room to grow.

Over the last two years the CFP has included a list of comprehensive plan goals that are being advanced in each chapter. This is a good step towards identifying how we are advancing these values, but they are detached from specific projects or dollar amounts and can be difficult to contextualize for even an experienced CFP reader.

In the pursuit of transparency, we also believe the City could do a better job of connecting the CFP to Operating Budgets and the impacts the two budgeting documents have on each other. We appreciate that this is a stated consideration of the budgeting process but could be more specific. For example, the City's purchase of a second street sweeper to decrease run off pollution is exciting, however it is unclear what impacts a second street sweeper will have on the operating budget once the grant funding ends.

In addition, though it is noted in transportation planning, it is unclear in the CFP that current investments in maintenance are not sufficient to maintain the road system in good condition and that there is the potential for decline to levels that require more costly reconstruction rather than repair. Tracking the condition of our infrastructure is laudable but we need to clearly connect our investments to whether or not we are succeeding at our goals.

The Commission encourages the City Council to continuing to consider these documents, and how their focus might change, in light of the recently adopted Transportation Master Plan and Climate Mitigation Plan. These plans will have impacts to our community and budgets for years to come and the investments detailed in the CFP will be critical in meeting our goals.

The Olympia Planning Commission recommends adoption of the 2022-2027 CFP and applauds the efforts of staff to continue to improve the content and readability of the document.

We believe that to better engage Olympians on the content of the CFP we need to more clearly communicate how we are succeeding or failing to invest in our values. We believe that this will

benefit not just residents but also help city staff and officials see the extent to which we are or are not investing in the future we have envisioned for our city.

Best,

A handwritten signature in blue ink, appearing to read 'Rad Cunningham', with a stylized flourish at the end.

Rad Cunningham
Chair, Finance Subcommittee



TO: Olympia City Council
FROM: Maria Ruth, Chair 
Parks and Recreation Advisory Committee (PRAC)
DATE: September 17, 2021
SUBJECT: Recommendation on Preliminary 2022-2027 Capital Facilities Plan (CFP)

Greetings, Council Members--

During the September 16, 2021, meeting of the Parks and Recreation Advisory Committee (PRAC), committee members voted unanimously to approve the Parks, Arts, and Recreation chapter of the *2022-2027 Preliminary Capital Facilities Plan (CFP)* and \$7,863,399 in appropriations therein for 2022.

We are pleased to see continuous progress on ADA upgrades to Lions and Yauger Park in 2022 and in LBA Park, McGrath Woods, Bigelow Park, Percival Landing in subsequent years.

The \$200,000/year for these ADA upgrades as well as the \$750,000 /year for of our Capital Asset Management Projects (CAMP) in this draft CFP are funded through the Olympia Metropolitan Park District (OMPD). We appreciate the continued dedication of these reliable, taxpayer-generated funds to projects that help ensure Olympia's parks are safe, accessible, and enjoyable to everyone and every body in our growing and diverse community.

It is very exciting to see funding allocated in 2022 in this draft CFP for the redesign of the Armory Creative Campus/Arts Center, and Yelm Highway Community Park Master Plan and Design as well as funding for the acquisition and development of the Peace & Healing Park (at Fertile Grounds). These projects reflect two great strengths of Olympia's Parks, Arts, and Recreation Department—its ability to work steadfastly over decades to realize long-held community goals and its ability to respond swiftly to emerging needs in our community.

Thank you considering PRACs recommendation in your CFP review process. Please contact me at (360) 350-8583 or mruth@ci.olympia.wa.us if you would like to discuss PRAC's recommendation.

Maria Ruth, Chair
Parks, Arts, & Recreation Department

CC: Olympia Planning Commission



September 1, 2021

Olympia Planning Commission
PO Box 1967
Olympia, WA 98507-1967

Dear Commissioners:

SUBJECT: Preliminary 2022-2027 CFP Recommendations

Thank you for the opportunity to provide citizen committee recommendations on the 2022-2027 Capital Facilities Plan (CFP). The members of the Utility Advisory Committee (UAC) understand that this work is a fundamental responsibility of our committee.

On August 12, 2021, staff presented the proposed preliminary 2022-2027 CFP to the UAC and we unanimously approved it. We find it guided by and consistent with the utility management plans, which were developed to be reflective of the growth and development objectives established in the City's Comprehensive Plan. In general, the CFP (pertinent to the utilities) anticipates that current projects can be funded with the estimated revenues. However, the UAC is aware of the capital project funding challenges faced by all the utilities.

On behalf of the members of the UAC, please let me know if you have any questions. I can be reached via email at cstephenson@ci.olympia.wa.us

Sincerely,

for **CULLEN STEPHENSON**
Chair
Utility Advisory Committee

CS/EC:lm

ec: UAC Members
Gary Franks, Waste ReSources Director
Eric Christensen, Water Resources Director
Susan Clark, Water Resources Engineering and Planning Manager



City Council

Introduction and Launch of New City of Olympia Website

Agenda Date: 10/12/2021
Agenda Item Number: 6.B
File Number:21-0981

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

Title

Introduction and Launch of New City of Olympia Website

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive an introduction to the new City of Olympia website. Briefing only; No action requested.

Report

Issue:

Whether to receive an introduction to the new City of Olympia website as part of the official public launch of the site.

Staff Contact:

Kellie Purce Braseth, Strategic Communications Director, City Manager's Office, 360.753.8361

Presenter(s):

Kellie Purce Braseth, Strategic Communications Director
Josh Linn, Digital Communications Specialist

Background and Analysis:

City staff will publicly launch a newly designed website for the City of Olympia. Staff have been working towards a redesign of the City site for several years, and contracted with the municipal website design firm, Revize, to create a largely customized and uniquely Olympia city website.

Neighborhood/Community Interests (if known):

A user-friendly, easily navigable website is essential to our service and communications with the community.

Options:

1. Receive an introduction to the new City of Olympia website as part of the official public launch of the site.

2. Do not receive an introduction to the new City of Olympia website as part of the official public launch of the site.

Financial Impact:

The City entered a four-year \$50,595 contract with Revize. This includes \$32,895 for the design, development, testing, content migration and training for the newly designed website, and \$5,900 per year to cover ongoing technical support, CMS updates, website hosting, memory storage, etc.

Attachments:

None