



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, April 25, 2017

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [17-0446](#) Special Recognition - Proclamation Recognizing Mental Health Awareness Month

Attachments: [Proclamation](#)

2.B [17-0456](#) Special Recognition - Upcoming City Efforts to Celebrate the Arts

2.C [17-0464](#) Special Recognition - City of Olympia Awards and Recognitions

3. PUBLIC COMMUNICATION

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

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

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

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A [17-0421](#) Approval of April 11, 2017 City Council Meeting Minutes

- Attachments:** [Minutes](#)
- 4.B** [17-0463](#) Bills and Payroll Certification
- Attachments:** [Bills and Payroll Certification](#)
- 4.C** [17-0460](#) Approval of Use of Asset Forfeiture Funds
- 4.D** [17-0454](#) Approval of Appointment to the Arts Commission to Fill a Vacancy
- Attachments:** [Williams Application](#)
[Williams Resume](#)
- 4.E** [17-0426](#) Approval of Resolution Approving and Authorizing Signature of all Documents Necessary to Receive Federal Grant Funds for the Pedestrian Flashing Beacon Installation Project
- Attachments:** [Resolution](#)
[Local Agency Federal Aid Project Prospectus](#)
[Local Agency Agreement](#)
[West Vicinity Map](#)
[East Vicinity Map](#)
- 4.F** [17-0434](#) Approval of Labor Contract with the International Association of Fire Fighters, Local #468, Including Assistant Chiefs
- Attachments:** [IAFF 2017-2019 CBA FINAL](#)
[IAFF Asst Chiefs 2017-2019 CBA FINAL](#)
[IAFF 2017-2019 CBA Economic Agreements Summary](#)
- 4.G** [17-0435](#) Approval of Resolution Approving and Authorizing Signature of all Documents Necessary to Receive Federal Grant Funds for the Pacific Avenue Pedestrian Crossing Improvement Project
- Attachments:** [Resolution](#)
[Prospectus](#)
[Agreement](#)
[Vicinity Map](#)
- 4.H** [17-0442](#) Approval of Resolution Approving and Authorizing Signature of all Documents Necessary to Receive Federal Grant Funds for the Boulevard Road-Morse Merryman Roundabout Project
- Attachments:** [Resolution](#)
[Prospectus](#)
[Agreement](#)
[Vicinity Map](#)
- 4.I** [17-0465](#) Approval of Resolution Approving and Authorizing Signature of All Documents Necessary to enter into an Agreement with Puget Sound

Energy Green Direct Program

Attachments: [Resolution](#)

[Energy Schedule](#)

[Agreement](#)

4. SECOND READINGS

- 4.J** [17-0256](#) Approval of an Ordinance Revising Boundary Line Adjustments
- Attachments:** [Ordinance](#)
 [OMC Revision](#)
 [Relevant RCWs](#)
- 4.K** [17-0358](#) Approval of an Ordinance Amending Authority in the Event of an
Emergency
- Attachments:** [Ordinance](#)
- 4.L** [17-0370](#) Approval of an Ordinance Appropriating 2016 Year-End Funds
- Attachments:** [Ordinance](#)
- 4.M** [17-0392](#) Approval of an Ordinance Amending Municipal Code to Reflect the
City's Current Form of Government
- Attachments:** [Ordinance](#)
- 4.N** [17-0393](#) Approval of Ordinance to Clarify the Process for Initiative and
Referendum
- Attachments:** [Ordinance](#)
- 4.O** [17-0352](#) Approval of an Ordinance Revising Percival Landing Moorage Fees
- Attachments:** [Ordinance](#)
- 4.P** [17-0157](#) Approval of an Ordinance Approving a Street Vacation Petition for a
Portion of Alley Adjacent to 210 State Ave NW
- Attachments:** [Ordinance](#)
 [Petition](#)
 [Exhibits](#)
 [Vicinity Map](#)

4. FIRST READINGS - None**5. PUBLIC HEARING - None****6. OTHER BUSINESS**

- 6.A** [17-0422](#) Approval of Resolution Adopting of the Downtown Strategy

Attachments: [Resolution](#)
[OPC Recommendation](#)
[SWG Memo](#)
[Implementation Timeline](#)
[Link to DTS](#)

6.B [17-0444](#) Approval of 2017 Neighborhood Matching Grant Allocation

Attachments: [Recommendations](#)

7. CONTINUED PUBLIC COMMUNICATION

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

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

8.B CITY MANAGER'S REPORT AND REFERRALS

9. ADJOURNMENT

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



City Council

Special Recognition - Proclamation Recognizing Mental Health Awareness Month

Agenda Date: 4/25/2017
Agenda Item Number: 2.A
File Number: 17-0446

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

Title

Special Recognition - Proclamation Recognizing Mental Health Awareness Month

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to recognize Mental Health Awareness Month.

Report

Issue:

Whether to recognize Mental Health Awareness Month.

Staff Contact:

Steve Hall, City Manager, 360.753.8224

Presenter(s):

Jami Lifka, Vice President, NAMI of Thurston/Mason

Background and Analysis:

Since 1949, May has been observed as National Mental Health Awareness Month, a time when advocates and activists across the country draw attention to the mental health issues that affect as many as one in four Americans.

Because of the stigma associated with mental illness, many people are too ashamed or embarrassed to seek the help they need for themselves or their loved ones. National Mental Health Awareness Month is a time when we work together to break through that stigma. We express compassion for those who struggle with mental health issues, and we draw attention to the proven methods that can help change their lives for the better.

All citizens, businesses, schools and community organizations are encouraged to take the "stigmafree pledge" at www.nami.org/stigmafree in observance of Mental Health Awareness Month.

Neighborhood/Community Interests (if known):

n/a

Options:

Read the proclamation

Do not read the proclamation

Financial Impact:

n/a

Attachments:

Proclamation

PROCLAMATION

WHEREAS, mental health is part of our overall health; and

WHEREAS, one in five adults experiences a mental health issue in any given year and one in 17 adults lives with mental illness such as major depression, bipolar disorder or schizophrenia; and

WHEREAS, approximately one-half of chronic mental illness begins by the age of 14 and three-quarters of chronic mental illness begins by age 24; and

WHEREAS, long delays—sometimes decades—often occur between the time symptoms first appear and when individuals get help; and

WHEREAS, early identification and treatment can make a difference in successful management of mental illness and recovery; and

WHEREAS, it is important to maintain mental health and learn the symptoms of mental illness in order to get help when it is needed; and

WHEREAS, every citizen and community can make a difference in helping end the silence and stigma that for too long has surrounded mental illness and discouraged people from getting help; and

WHEREAS, public education and civic activities can encourage mental health and help improve the lives of individuals and families affected by mental illness; and

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

MENTAL HEALTH AWARENESS MONTH

in order to increase public understanding of the importance of mental health and to promote identification and treatment of mental illnesses and substance use disorders.

AND BE IT FURTHER RESOLVED that all citizens, businesses, schools and community organizations are encouraged to take the “stigmafree pledge” at www.nami.org/stigmafree in observance of Mental Health Awareness Month.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 25th DAY OF APRIL, 2017.

OLYMPIA CITY COUNCIL

*Cheryl Selby
Mayor*



City Council

Special Recognition - Upcoming City Efforts to Celebrate the Arts

Agenda Date: 4/25/2017
Agenda Item Number: 2.B
File Number: 17-0456

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

Title

Special Recognition - Upcoming City Efforts to Celebrate the Arts

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize the upcoming Spring Arts Walk and the development of a new downtown mural inventory.

Report

Issue:

Whether to recognize the upcoming Spring Arts Walk and share the development of a new downtown mural inventory compiled by interns in Community Planning and Development.

Staff Contact:

Stephanie Johnson, Arts Program Manager, Olympia Parks, Arts & Recreation, 360.709.2678
Woody Shaufler, GIS Specialist, Community Planning & Development, 360.753.8597

Presenter(s):

Stephanie Johnson, Olympia Parks, Arts & Recreation
Woody Shaufler, GIS Specialist, Community Planning & Development (CP&D)
Amanda Wagaman, CP&D Intern
Hazel Petrinovich, CP&D Intern

Background and Analysis:

Every April and October, Olympia designates a weekend to celebrate the arts in our community. The 54th Arts Walk will take place April 28 and 29, accompanied by the Procession of the Species Celebration. And while the Arts Walk event comes and goes, the permanent pieces of art in our community remain throughout the year. A new addition to the City's public art inventory, available online, is an inventory of the murals that grace many buildings in the downtown core. The new website link is included in the Spring Arts Walk map. City staff would like to recognize the interns who completed the project.

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

Neighborhood/Community Interests (if known):

An estimated 15-20,000 citizens and visitors attend the Arts Walk event.

Options:

N/A

Financial Impact:

N/A

Attachments:

None



City Council

Special Recognition - City of Olympia Awards and Recognitions

Agenda Date: 4/25/2017
Agenda Item Number: 2.C
File Number: 17-0464

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

Title

Special Recognition - City of Olympia Awards and Recognitions

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize recent acknowledgments of City of Olympia achievements.

Report

Issue:

Whether to recognize recent achievements by the City of Olympia.

Staff Contact:

Kellie Purce Braseth, Strategic Communications Director, 360.753.8361

Presenter(s):

Kellie Purce Braseth, Strategic Communications Director

Background and Analysis:

The City of Olympia has been recognized by nationally for its livability:

- Olympia landed the 4th spot on Livability.com's *Top 100 Best Places to Live*, noting a thriving art scene and excellent schools.
- A recent print edition of Sunset Magazine recognized Olympia as "alive with the spirit of the Northwest, from cutting-edge food to artisanal crafts to live music."

Attachments:

No attachments.



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

City Council

Approval of April 11, 2017 City Council Meeting Minutes

Agenda Date: 4/25/2017
Agenda Item Number: 4.A
File Number: 17-0421

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

Title

Approval of April 11, 2017 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, April 11, 2017

7:00 PM

Council Chambers

1. ROLL CALL

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

Excused: 1 - Councilmember Jim Cooper

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

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

Councilmembers read the Equal Pay Day proclamation. CEO of YWCA Olympia Hillary Soens gave background on the history of Equal Pay Day.

Councilmembers commented on the topic and thanked Ms. Soens.

The recognition was received.

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

Mayor Selby read a proclamation recognizing Earth Month. Whitney Sutterberg of Reeves Elementary School and Logan Cornwell from Salish School discussed Earth Month activities.

Councilmembers commented on the topic and thanked the students.

The recognition was received.

3. PUBLIC COMMUNICATION

The following people spoke: Marco Rosaire Rossi, Linda Drake, Jess Archer, Jacqueline Jacob, Daniel Einstein, Noah Jensen, Chris-Jon Lindsay, Mary Watt, David Eagleston, Cynthia Taylor, Karma Reynoldson and Franz Kilmerschultz.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

Councilmember Bateman read a statement in support of the Olympia March for Science occurring on April 22, 2017.

4. CONSENT CALENDAR

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

The minutes were approved.

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

The minutes were approved.

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

The decision was approved.

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

The resolution was approved.

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

The contract was approved.

4. SECOND READINGS

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

The ordinance was approved on second reading.

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

The ordinance was approved on second reading.

4. FIRST READINGS

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

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

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

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

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

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

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

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

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

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

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

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

Approval of the Consent Agenda

Mayor Selby moved, seconded by Councilmember Hankins, to adopt the Consent Calendar. The motion carried by the following vote:

Aye: 6 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Gilman, Councilmember Hankins and Councilmember Roe

Excused: 1 - Councilmember Cooper

5. PUBLIC HEARING

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

City Surveyor Ladd Cluff gave a brief overview of the petition regarding the alley vacation at 210 State Avenue NW.

Mayor Selby opened the public hearing at 8:09p.m The following people spoke: Bob Jacobs and Dylan Carlson. Mayor Selby closed public comment at 8:16p.m.

Councilmembers asked clarifying questions.

The public hearing was held and closed. Mayor Pro Tem Jones moved, seconded by Councilmember Bateman to approve an ordinance to vacate a portion of the alley adjacent to 210 State Ave NW and reserve a perpetual utility easement to be recorded with a separate easement document over said alley and require payment to the City for one half of the appraised value.

Aye: 6 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Gilman, Councilmember Hankins and Councilmember Roe

Excused: 1 - Councilmember Cooper

6. OTHER BUSINESS

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

Senior Planner Susan Clark discussed the agreement and resolution that establishes a partnership for sea level planning with the Port of Olympia and LOTT Clean Water Alliance.

Councilmembers asked clarifying questions.

Mayor Selby moved, seconded by Mayor Pro Tem Jones, to approve the Interlocal Agreement and the resolution authorizing the City Manager to sign the Interlocal Agreement between the City of Olympia, Port of Olympia and the LOTT Clean Water Alliance for Planning and Assessment of Potential Sea Level Rise.

Aye: 6 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Gilman, Councilmember Hankins and Councilmember Roe

Excused: 1 - Councilmember Cooper

7. CONTINUED PUBLIC COMMUNICATION

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

8.B CITY MANAGER'S REPORT AND REFERRALS

City Manager Steve Hall reminded the Council there is no City Council meeting on April 18. He also gave a reminder of the diaper drive currently being held by the Olympia Police Department for needy families in the community.

9. ADJOURNMENT

Mayor Selby adjourned the meeting at 8:50p.m.



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

City Council

Bills and Payroll Certification

Agenda Date: 4/25/2017
Agenda Item Number: 4.B
File Number: 17-0463

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

Title
Bills and Payroll Certification

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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

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

FOR PERIOD 3/19/2017 3/25/2017
 FOR A/P CHECK NUMBERS 3685255 THROUGH 3685532
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

3/28/17

Debra V. Kuehn

TOTAL APPROVED FOR PAYMENT

FUND		
\$186,841.31	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$13,194.09	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$663.90	006	
\$26,889.51	007	
\$0.00	014	
\$159.14	025	WASHINGTON CENTER
\$391.68	026	MUNICIPAL ARTS FUND
\$0.00	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$0.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$193,708.32	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$9,144.21	401	WATER
\$27,622.19	402	SEWER
\$1,170.42	403	SOLID WASTE
\$7,952.01	404	STORM AND SURFACE WATER
\$17,424.92	434	STORM AND SURFACE WATER CIP
\$1,443.10	461	WATER CIP FUND
\$201.70	462	SEWER CIP FUND
\$47,298.30	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$0.00	505	WORKERS COMPENSATION
\$2,000.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	614	
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$52,464.45	720	SCHOOLS

\$588,567.25 GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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

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

FOR PERIOD 3/26/2017 4/1/2017
 FOR A/P CHECK NUMBERS 3685533 THROUGH 3685751
 FOR ELECTRONIC PAYMENTS THROUGH

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

4/04/2017

Max Vener

TOTAL APPROVED FOR PAYMENT
FUND

\$376,677.18	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$14,871.56	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$0.00	006	
\$1,172.00	007	
\$9,509.41	014	
\$0.00	025	WASHINGTON CENTER
\$86.59	026	MUNICIPAL ARTS FUND
\$4,975.07	029	EQUIP & FACIL REPLACE RES
\$52,101.56	107	HUD
\$0.00	108	HUD
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\$0.00	130	SEPA MITIGATION FUND
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\$26.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
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\$0.00	208	LID OBLIGATION CONTROL
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\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
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\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$6,920.70	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
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\$0.00	329	GO BOND PROJECT FUND
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\$54,064.14	401	WATER
\$14,441.29	402	SEWER
\$1,688.88	403	SOLID WASTE
\$1,670.34	404	STORM AND SURFACE WATER
\$0.00	434	STORM AND SURFACE WATER CIP
\$3,588.00	461	WATER CIP FUND
\$0.00	462	SEWER CIP FUND
\$10,171.89	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$0.00	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	614	
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS

\$551,964.61 GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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

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

FOR PERIOD	<u>4/2/2017</u>		<u>4/8/2017</u>
FOR A/P CHECK NUMBERS	<u>3685752</u>	THROUGH	<u>3686022</u>
FOR ELECTRONIC PAYMENTS	<u>3/1/2017</u>	THROUGH	<u>3/31/2017</u>

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

4/11/17

Man V. [Signature]

TOTAL APPROVED FOR PAYMENT
FUND

\$1,441,103.28	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$3,121.55	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$82,900.51	006	
\$1,515.86	007	
\$6,667.90	014	
\$0.00	025	WASHINGTON CENTER
\$7.62	026	MUNICIPAL ARTS FUND
\$0.00	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$8,333.33	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$362.67	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$40.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$5,675.41	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$78,502.07	401	WATER
\$962,314.11	402	SEWER
\$53,786.10	403	SOLID WASTE
\$17,223.03	404	STORM AND SURFACE WATER
\$351,455.84	434	STORM AND SURFACE WATER CIP
\$33,608.22	461	WATER CIP FUND
\$16,857.50	462	SEWER CIP FUND
\$55,493.74	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$250.00	503	UNEMPLOYMENT COMPENSATION
\$5,099.00	504	INS TRUST FUND
\$39,416.75	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	614	
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS

\$3,163,734.49 GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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

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

FOR PERIOD 4/9/2017 4/15/2017
 FOR A/P CHECK NUMBERS 3686023 THROUGH 3686282
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

4/19/17

ADMINISTRATIVE SERVICES DIRECTOR

May Vunen

TOTAL APPROVED FOR PAYMENT

FUND		
\$223,280.58	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$631.38	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$0.00	006	
\$7,224.24	007	
\$26,984.99	014	
\$27,501.52	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$26,979.64	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$435.20	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$546.59	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$53,351.37	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$4,848.05	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$23,624.19	401	WATER
\$10,410.26	402	SEWER
\$3,446.94	403	SOLID WASTE
\$553.29	404	STORM AND SURFACE WATER
\$13,434.14	434	STORM AND SURFACE WATER CIP
\$80,489.62	461	WATER CIP FUND
\$0.00	462	SEWER CIP FUND
\$7,748.97	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$0.00	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	614	
\$7,760.54	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$1,899.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS

\$521,150.51 GRAND TOTAL FOR WEEK

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **3/31/2017** have been examined and are approved as recommended for payment.

Employees Net Pay:	\$	<u>1,330,221.32</u>
Fire Pension Net Pay:	\$	<u>27,157.83</u>
Employer Share of Benefits:	\$	<u>692,681.83</u>
Employer Share of LEOFF I Police Post-Retirement Benefits:	\$	<u>27,204.95</u>
Employer Share of LEOFF I Fire Post-Retirement Benefits:	\$	<u>21,511.50</u>
TOTAL	\$	<u><u>2,098,777.43</u></u>

Payroll Check Numbers	<u> </u>	<u> </u>	Manual Checks
And	<u>89966</u>	<u>89970</u>	Fire Pension Checks
And	<u>89971</u>	<u>89974</u>	Manual Checks
And	<u>89975</u>	<u>90006</u>	Semi Payroll Checks

and Direct Deposit transmission.

4/04/17
DATE

M. V. V...
ADMINISTRATIVE SERVICES DIRECTOR



City Council

Approval of Use of Asset Forfeiture Funds

Agenda Date: 4/25/2017
Agenda Item Number: 4.C
File Number: 17-0460

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

Title

Approval of Use of Asset Forfeiture Funds

Recommended Action

Committee Recommendation:

Finance Committee recommends approval of the expenditure of \$16,123.48 from the Asset Forfeiture Fund for scheduling and payroll software.

City Manager Recommendation:

Move to recommend approval of the expenditure of \$16,123.48 from the Asset Forfeiture Fund for scheduling and payroll software.

Report

Issue:

Whether to approve the expenditure of \$16,123.48 from the Asset Forfeiture Fund for scheduling and payroll software.

Staff Contact:

Laura Wohl, Administrative Services Manager, Olympia Police Department, 360.753.8214

Presenter(s):

Laura Wohl, Administrative Services Manager, Olympia Police Department

Background and Analysis:

The Olympia Police Department (OPD) completed a large asset forfeiture process in late 2001, following criminal convictions in a homicide case. The net proceeds, \$369,247, were placed in the Special Accounts Control Fund, Seizure and Forfeiture Account ("Asset Forfeiture Fund"). By statute, money seized and/or forfeited as a result of criminal behavior must be used "exclusively for the expansion and improvement of law enforcement activities," and the funds may not be used to supplant pre-existing funding sources (RCW 10.105.010).

When the Asset Forfeiture Fund was established in 2002, Council determined that the primary purposes for its use were to invest in employees by providing them with special training and educational opportunities and to fund one-time expenditures for equipment.

As a 24/7/365 operation with multiple programs, OPD has complex scheduling and payroll needs. To field the necessary complement of police officers on duty and corrections officers in the jail, sergeants and managers spend considerable time each month developing a core schedule and then, each day, managing the schedule for unexpected absences. Scheduling at OPD requires juggling multiple factors: specialty skills needed for particular positions, planned absences for training and vacations, overtime limits, etc. At this time, OPD has no tool to help with this task. For each vacancy on a shift, both planned and unplanned, a supervisor or manager must determine who is available with the requisite skills for the open position. When planning for a major event, the task becomes even more complex. In addition, supervisors have only one way to contact officers about unplanned scheduling needs: calling officers one-by-one until the available shift vacancies are filled.

In addition to complex scheduling, OPD also has complex payroll. Three different union contracts dictate a variety of pay exceptions that must be tracked and calculated each pay period. The City's current payroll software lacks the flexibility needed to manage the complicated time-keeping efficiently. Support staff spend literally days preparing payroll each period. Similarly, the City's payroll system is not designed to provide management reports that will allow OPD's leadership to manage staff resources effectively.

The Department considered three possible software packages. The software InTime best meets our needs and our financial constraints. InTime allows OPD to create schedules with the right staff in the right positions with little effort. When supervisors need to schedule staff for extra shifts, the information is automatically sent to multiple staff cell phones and e-mails simultaneously. Staff can access InTime from any internet device. In addition, management has the ability to draw much more detailed information about how shifts are staffed and how employee time is used.

For several months, the Department has been testing InTime. The test unit supervisor has enjoyed less time spent on administrative tasks, while the officers have found it easier to record their hours and to respond to requests for extra shifts. Support staff have also evaluated the software and have determined that it will save them considerable time in preparing monthly payroll information. The software is web-based and fully-supported. Payroll information from InTime can be easily entered into the City payroll system for processing employee pay.

Neighborhood/Community Interests (if known):

N/A

Options:

The Committee may choose to not approve the expenditure from the Asset Forfeiture fund in which case the Department will not purchase the software.

Financial Impact:

\$16,123.48

Attachments:

None



City Council

Approval of Appointment to the Arts Commission to Fill a Vacancy

Agenda Date: 4/25/2017
Agenda Item Number: 4.D
File Number: 17-0454

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

Title

Approval of Appointment to the Arts Commission to Fill a Vacancy

Recommended Action

Committee Recommendation:

The General Government Committee recommends approval of the appointment listed below.

City Manager Recommendation:

Move to approve the appointment of Katherine Williams, with a term ending March 31, 2018, to the Arts Commission to fill a vacancy.

Report

Issue:

Whether to make the recommended appointment.

Staff Contact:

Kellie Purce Braseth, Strategic Communications Director, 360.753.8361

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The General Government Committee interviewed Katherine Williams at its March 6, 2017, meeting and was impressed with her candidacy. However, the Committee chose to recommend that another candidate be appointed to fill the vacancy on the Arts Commission, and Council approved.

On March 31, 2017, the recently appointed candidate notified City Staff of her resignation of her seat on the Commission. The Committee is recommending Ms. Williams be appointed to fill the newly vacated seat on the Arts Commission with a term ending March 31, 2018.

The Arts Commission chair joined the General Government Committee for Ms. Williams the March 6 interview and supports the Committee's recommendation. The applicant's application and resume are attached.

Neighborhood/Community Interests (if known):

N/A

Options;

1. Approve the appointment as recommended.
2. Do not approve the appointment and send the issue back to the General Government Committee.
This would delay the appointment schedule and leave the Arts Commission not operating at full strength.

Financial Impact:

None

Attachments:

Williams Application

Williams Resume

Application Form

Profile

Katherine

First Name

E

Middle Initial

Williams

Last Name

kwdesigns16@gmail.com

Email Address

123 4th Avenue W #517

Home Address

Suite or Apt

Olympia

City

WA

State

98501

Postal Code

Home: (360) 789-4918

Primary Phone

Home:

Alternate Phone

Graphic Designer

Occupation

Which Boards would you like to apply for?

Arts Commission

Select Your Neighborhood

If you choose "other" please write in your neighborhood here:

Interests & Experiences

Question applies to multiple boards.

Please keep answers concise and informative. You are introducing yourself to the Olympia City Council and sharing with them why you are interested in being considered for appointment. Olympia residency is not required; however, it is a primary consideration. You may attach a resume. An Olympia map with your residence clearly marked MUST BE SUBMITTED with your completed application. Yahoo, Google, or other similar maps are acceptable.

Question applies to multiple boards.

1. Briefly describe why you wish to serve on this advisory committee.

I am interested in serving on the Art Commission because of my passion for art, the Olympia community and further development of arts in this region. I am interested in involving myself in these goals as I am a member of this community and work directly with art in my career. I believe art is an essential part of any community, as it can help those young and old, grow, develop, support and explore creativity right where they live. As an artist myself, I believe it is essential to support local arts and artists through fundraising, outreach and public awareness.

Question applies to multiple boards.

2. Describe your qualifications and/or skills which would benefit this advisory committee.

I am a recent graduate from Pacific Lutheran University with a Bachelor of Fine Arts in Graphic Design and Minor in Environmental Studies. Olympia is my hometown, and I recently moved back here after college. I have extensive experience working freelance jobs with various companies and businesses in the Olympia and Tacoma area. Some of these jobs included work with the Olympia Chamber of Commerce, Department of Natural Resources and annual Tacoma Arts Month event. I am a local artist, with experience working with local businesses and am interested in further expanding my involvement in this community, the community that shaped me into the artist I am today.

Question applies to multiple boards.

3. Describe your involvement in the Olympia community.

I have experience volunteering for the Olympia Stream Team monitoring the stream near my home. I spent the last year also volunteering my time providing free design services to businesses in the area who could not otherwise afford those services. In past years, I have attended and volunteered at the Olympia Arts Walk. I have also held positions and internships for bigger organizations such as the Department of Natural Resources in their communications team.

Question applies to multiple boards.

4. List your educational and professional background and area of study.

I recently graduated with a Bachelor of Fine Arts in Graphic Design and Minor in Environmental Studies from Pacific Lutheran University. I run my own business (Katherine Williams Designs) as a freelance Graphic Designer, and work as a Graphic Designer for Harbor Wholesale in Lacey, WA.

Question applies to multiple boards.

5. Appointment to this committee will require your attendance at evening meetings. How many hours per month are you willing to commit as a volunteer?

5-10

Question applies to multiple boards.

6. If you are not appointed to this committee at this time:

Question applies to multiple boards.

6a. Do you wish to be considered for appointment to another advisory committee?

Yes No

Question applies to multiple boards.

If you answered yes to 6a, please identify what other Advisory Committees you would be interested in being considered for.

Question applies to multiple boards.

6b. Do you wish to be considered for future appointment to this committee?

Yes No

Question applies to multiple boards.

6c. Would you be willing to volunteer for other City activities?

Yes No

Question applies to multiple boards.

7. Some appointments require that applicants reside within Olympia city limits. Even though your mailing address may be Olympia, you may reside in the County or another jurisdiction. Are you a resident of the City of Olympia?

Yes No

Question applies to multiple boards.

8. Citizens appointed to advisory committees are assigned and required to use a City email address for all advisory committee business.

Do you agree to comply with this expectation?

I Agree *

Question applies to multiple boards.

9. How did you learn about this advisory committee recruitment?

Ad

Advertisement for the City of Olympia Advisory Committee Recruitment. This advertisement is for informational purposes only and does not constitute an offer of any position. For more information, please visit the City of Olympia website at www.cityofolympia.com.

Upload a Resume

Question applies to multiple boards.

Applications are accepted for the calendar year only. The Olympia City Council's General Government Committee recommends appointments to the full Council. Recommendations are made following review of applications and an interview of qualified candidates.

For further information, contact Susan Grisham, Executive Assistant, 360.753.8244, sgrisham@ci.olympia.wa.us

When filed with the City, your application and attachment documents are public records and may be subject to public release.

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

Question applies to Arts Commission.

10. Currently, what is your relationship to the arts in Olympia?

Growing up in Olympia heavily influenced my interest in the arts and as a career. I see Olympia sprinkled in my design style, my interests and influences. For the four years I spent away from Olympia in college, I was able to hone in on my artistic skills to become a professional. Now that I am back, I am in a period of reemerging as a successful artist and one that is forever grateful for the influence Olympia has had on me and my life. I want to give back to this community and the great influence it has had on me.



Katherine Williams

Graphic Designer | Olympia, Washington | katherinewilliamsdesigns.com

EDUCATION

Pacific Lutheran University, Tacoma, WA
Bachelor of Fine Arts in **Graphic Design**, Minor in **Environmental Studies**
Graduated: May, 2016 | GPA: 3.6/4.0 (cum laude)

AWARDS/ EXHIBITIONS/ PUBLICATIONS

Dean's List, PLU | 2012 - 2016 Semesters
Karen Hille Phillips Center Gallery, "A Designer's Journey", PLU | 2016 - 2017
Juried Senior Exhibition, *In Flux*, PLU | April 2016 - May 2016
Juried Student Exhibition, PLU | November 2014, November 2015
Saxifrage 42, *Literary & Art Magazine*, "Buildings of Tacoma", PLU | September 2016
Lakefair Brochure, "Lakefair", Olympia, WA | July 2012
National Geographic's Daily Photo Contest, Places, "Cannon Beach, Oregon" | 2008

EMPLOYMENT

Oct 2016 - Present **Designer: Harbor Wholesale**, Lacey, WA
Professional & quality design work completed for the company and it's clients.

June 2016 - Present **Designer: Schramm Marketing**, Puyallup, WA
Professional & quality design work completed for clients of the business.

June 2016 - Sept 2016 **Communications: Washington Department of Natural Resources**, Olympia, WA
Collaborated with communications professionals to promote the agency's mission through social networking sites, blogs, articles & designs for general outreach.

Feb 2016 - May 2016 **Designer: Korsmo Construction**, Tacoma, WA
Developed professional & quality design work for the company, while working within their marketing department.

Jan 2016 **Designer: Highstreet Advertising & Promotion, Inc.**, Puyallup, WA
Worked with the company's lead designer to develop professional & quality design work for their clients.

Apr 2015 - Oct 2015 **Designer: Tacoma Arts Month, Fall 2015**, Tacoma, WA
Cohesive redesign of brochures, print materials, web ads, print ads & websites.

Dec 2014 - July 2015 **Web Designer: Southwestern Washington Synod, ELCA**, Tacoma, WA
Complete update & redesign of their website, with the collaboration of Synod members, as well as training members how to use Wordpress.

Aug 2014 - May 2016 **Graphic Designer: Impact, School of Arts and Communications**, PLU, Tacoma, WA
Professional & quality design work completed for the university & outside businesses.

May 2013 - May 2016 **Manager, Desk Worker & Web Developer: Campus Concierge**, PLU, Tacoma, WA
Provide professional, helpful guidance & information to students, staff & the public.
Training, development & design of their website & social media.

Feb 2012 - Present **Sales Employee: Old Navy**, Olympia, WA
Experience in retail sales, customer service, pricing & cashier.

SKILLS

Adobe Photoshop, Illustrator, InDesign, iMovie, Microsoft programs, Wordpress, Drupal, Google/Bing Business, Web Coding, Photography & Writing.

MEMBERSHIP

Member of the National Mortar Board Honor Society, PLU | April 2015 - May 2016
Secretary & Member of T1 Graphic Design Club, PLU | November 2014 - May 2016
Member of GREAN Club, PLU | 2012 - 2014
Member of the Women's Center, PLU | 2012 - 2014

EXPERIENCE

Designer for PNW Community- *College Mentoring in Design, Rebuilding Together South Sound, Tacoma Sustainability Expo, Three Feathers Emu Farm, PDX People, Tacoma Plastic Bag Ban, Rent-A-Back, Pediatric Psychology Associates, Portland State Chamber Choir, Rafael Clothing, Cash Blast PDX, Marlow Property Management, CHS Father Daughter Dance* | August 2014 - Present

Designer for PLU Community | July 2014 - May 2016

Headshots for Theater & Business Majors, PLU | February 2014 - May 2016

Certified Note-taker, PLU | 2013 - 2016

Volunteer at Trinity Lutheran Church, Parkland, WA | September 2015 - December 2015

Designs for Thurston County Chamber of Commerce- *Thurston Green Business, Savvy Meetings and Events* | June 2015 - September 2015

Study Abroad, Bali, Indonesia- *Art History* | January 2015

Photography Lab Professor Assistant, Bea Geller, PLU | September 2014 - December 2014

Volunteer Jobs for Youth, Thurston County | July 2013

Monitoring Macroinvertebrate of Schneider Creek for Stream Team, Thurston County | 2007 - June 2015

Certified Soccer Referee, Thurston County | 2008 - 2011



City Council

Approval of Resolution Approving and Authorizing Signature of all Documents Necessary to Receive Federal Grant Funds for the Pedestrian Flashing Beacon Installation Project

Agenda Date: 4/25/2017
Agenda Item Number: 4.E
File Number: 17-0426

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

Title

Approval of Resolution Approving and Authorizing Signature of all Documents Necessary to Receive Federal Grant Funds for the Pedestrian Flashing Beacon Installation Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing the City Manager to execute all documents necessary to obligate funds for the Pedestrian Crossing Flashing Beacon Installation Project

Report

Issue:

Whether to approve and authorize signature of all documents necessary to obligate funds for the Pedestrian Crossing Flashing Beacon Installation Project

Staff Contact:

Randy Wesselman, Transportation Engineering and Planning Manager, 360.753.8477

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

In December 2016, the City applied for and received Federal Surface Transportation Program grant funds for the City's Pedestrian Crossing Flashing Beacon Installation Project. The total estimated cost of the project is \$416,700, and the federal grant funds total \$360,440.

Olympia Municipal Code Section 3.16.020(C) states that any contract, agreement or other document with a cost over \$300,000 shall be presented to the City Council for approval prior to execution by the

City Manager.

Neighborhood/Community Interests (if known):

The installation of pedestrian activated flashing beacons will replace failing in-pavement flashing light systems at nine crosswalks. This will improve driver awareness of the crossings, which will improve the safety of people crossing at these crosswalks.

Options:

1. Approve the proposed resolution authorizing the City Manager to execute all documents necessary to obligate funds for the Pedestrian Crossing Flashing Beacon Installation Project. The project will proceed as planned.
2. Direct staff to make modifications to the proposed resolution. The project will proceed as planned.
3. Do not approve the proposed resolution. The City will not proceed with the project and return the grant funds.

Financial Impact:

The Pedestrian Crossing Flashing Beacon Installation Project is funded as follows:

Surface Transportation Program Grant	\$360,440
Local Match - CFP Funds	<u>\$ 56,260</u>
Total Project Cost	\$416,700

Attachments:

Resolution
Local Agency Federal Aid Project Prospectus
Local Agency Agreement
West Vicinity Map
East Vicinity Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A LOCAL AGENCY FEDERAL AID PROJECT PROSPECTUS AND LOCAL AGENCY AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR FEDERAL SURFACE TRANSPORTATION PROGRAM GRANT FUNDS FOR THE PEDESTRIAN FLASHING BEACON INSTALLATION PROJECT

WHEREAS, the City of Olympia applied for and received Federal Surface Transportation Program grant funds (the Grant Funds) in December 2016, for the City's Pedestrian Crossing Flashing Beacon Installation Project (the Project); and

WHEREAS, the City must sign and submit to the Washington State Department of Transportation a Local Agency Federal Aid Project Prospectus and Local Agency Agreement for the Grant Funds for a total estimated cost of \$416,700; and

WHEREAS, per Olympia Municipal Code Section 3.16.020(C), it is necessary for the City Council to approve the Local Agency Federal Aid Project Prospectus and the Local Agency Agreement and authorize the signature of all documents necessary to obligate funds for the Project;

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

1. The Olympia City Council hereby approves the attached form of Local Agency Federal Aid Project Prospectus and Local Agency Agreement between the City of Olympia and the Washington State Department of Transportation for Federal Surface Transportation Program grant funds for the Pedestrian Flashing Beacon Installation Project and the terms and conditions contained therein.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the attached Local Agency Federal Aid Project Prospectus and Local Agency Agreement, and any other documents necessary to obligate funds for the Pedestrian Crossing Flashing Beacon Installation Project, and to make any minor modifications as may be required and are consistent with the intent of the attached Local Agency Federal Aid Project Prospectus and Local Agency Agreement, or to correct any scrivener's errors.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



**Local Agency Federal Aid
Project Prospectus**

Prefix	Route	()	Date	3/7/2017
Federal Aid Project Number			DUNS Number	07-573-2198
Local Agency Project Number		(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001261

Agency City of Olympia	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other		
Project Title Pedestrian Crossing Flashing Beacon Installation		Start Latitude N See Attached End Latitude N See Attached	Start Longitude W See Attached End Longitude W See Attached	
Project Termini From-To Multiple Locations See attached Schedule		Nearest City Name Olympia	Project Zip Code (+4) 98501-1112	
Begin Mile Post N/A	End Mile Post N/A	Length of Project Multiple Locations	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID N/A	Begin Mile Point N/A	End Mile Point N/A	City Number 0920	County Number 34
Legislative District(s) 22		Congressional District(s) 10		County Name Thurston
WSDOT Region Olympic Region	Urban Area Number 6			

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$40,125	\$5,420	\$34,705	5/1/17	
R/W	\$0	\$0	\$0		
Const.	\$376,575	\$50,840	\$325,735	7/1/17	
Total	\$416,700	\$56,260	\$360,440		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width N/A	Number of Lanes N/A
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In-pavement flashing light systems at nine pedestrian crosswalks locations are reaching the end of their service life and have become difficult to maintain. This project will replace these with flashing beacons.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

This project will replace the existing in-pavement flashing light systems at nine pedestrian crosswalk locations with Rectangular Rapid Flashing Beacons (RRFB'S). The RRFB pedestrian warning devices will be installed at the street edge near the crosswalk to alert people driving of pedestrians.

Local Agency Contact Person Mark Russell	Title Director of Transportation	Phone (360) 753-8762
Mailing Address P.O. Box 1967	City Olympia	State WA
		Zip Code 98507-1967

Project Prospectus	By _____ Approving Authority
	Title City Engineer _____ Date _____

Agency City of Olympia	Project Title Pedestrian Crossing Flashing Beacon Installa	Date 3/7/2017
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Type of Proposed Work			
Project Type (Check all that Apply)		Roadway Width	Number of Lanes
<input type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	N/A	N/A
<input type="checkbox"/> Reconstruction	<input checked="" type="checkbox"/> Pedestrian / Facilities		
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking		
<input type="checkbox"/> Bridge			

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Principal Arterial
	<input type="checkbox"/> Rural	<input type="checkbox"/> Minor Arterial
	<input type="checkbox"/> NHS	<input type="checkbox"/> Collector
		<input type="checkbox"/> Major Collector
		<input type="checkbox"/> Minor Collector
	<input type="checkbox"/> Local Access	<input type="checkbox"/> Principal Arterial
		<input type="checkbox"/> Minor Arterial
		<input type="checkbox"/> Collector
		<input type="checkbox"/> Major Collector
		<input type="checkbox"/> Minor Collector
		<input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	25 MPH to 35 MPH	
Design Speed	30 MPH to 35 MPH	
Existing ADT	Multiple Locations	
Design Year ADT	Multiple Locations	
Design Year	2040	
Design Hourly Volume (DHV)	Multiple Locations	

Performance of Work		
Preliminary Engineering Will Be Performed By City of Olympia	Others %	Agency 100 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS)	<input checked="" type="checkbox"/> Class III - Categorically Excluded (CE)
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA)	
<input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	

Environmental Considerations N/A

Agency City of Olympia	Project Title Pedestrian Crossing Flashing Beacon Installa	Date 3/7/2017
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Right of Way

<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	<input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation <input type="checkbox"/> Relocation Required
--	---

Utilities	Railroad
------------------	-----------------

<input checked="" type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input type="checkbox"/> All utility work will be completed in coordination with the construction contract	<input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Relocation or adjustment of existing underground utilities are not necessary due to installation of the Rectangular Rapid Flashing Beacons.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

N/A

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Olympia
 By _____
 Mayor/Chairperson

Date



**Washington State
Department of Transportation**

Agency City of Olympia

Address P.O. Box 1967
Olympia, WA 98507-1967

Local Agency Agreement

CFDA No. 20.205
(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Pedestrian Crossing Flashing Beacon Installation

Length Multiple Locations

Termini Multiple Locations

Description of Work

This project will replace the existing in-pavement flashing light systems at nine pedestrian crosswalk locations with Rectangular Rapid Flashing Beacons (RRFB's). The RRFB pedestrian warning devices will be installed at the street edge near the crosswalk to alert people driving of pedestrians.

Project Agreement End Date December 2019

Claiming Indirect Cost Rate

Yes No

Proposed Advertisement Date

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	37625	5082	32543
86.5 % a. Agency			
b. Other			
Federal Aid c. Other			
Participation d. State	2500	338	2162
Ratio for PE e. Total PE Cost Estimate (a+b+c+d)	40,125.00	5,420.00	34,705.00
Right of Way			
% f. Agency			
g. Other			
Federal Aid h. Other			
Participation i. State			
Ratio for RW j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction			
% k. Contract			
l. Other			
m. Other			
Federal Aid n. Other			
Participation o. Agency			
Ratio for CN p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
r. Total Project Cost Estimate (e+i+q)	40,125.00	5,420.00	34,705.00

Agency Official

By

Title City Manager

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

_____, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

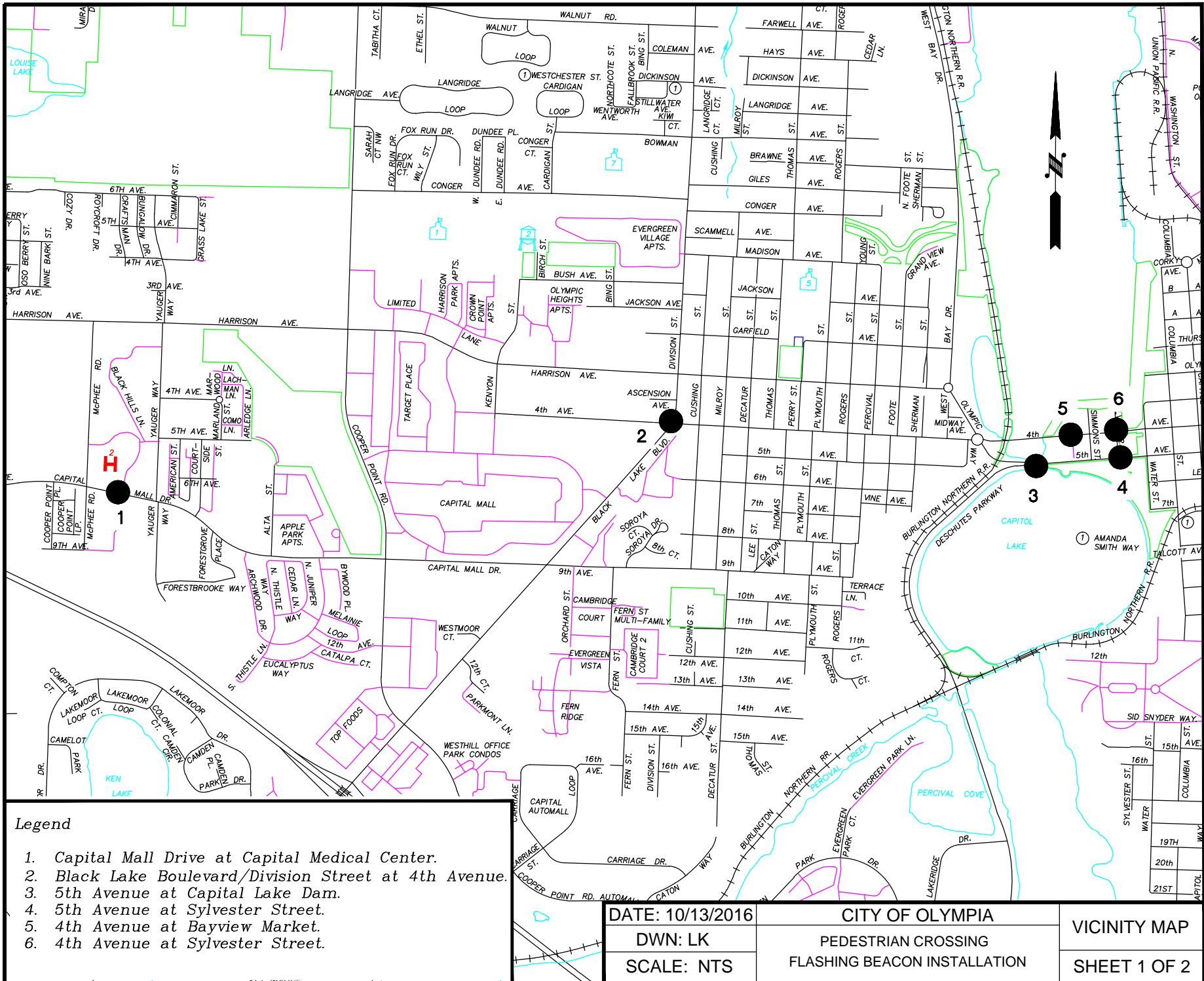
- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions



Legend

1. Capital Mall Drive at Capital Medical Center.
2. Black Lake Boulevard/Division Street at 4th Avenue.
3. 5th Avenue at Capital Lake Dam.
4. 5th Avenue at Sylvester Street.
5. 4th Avenue at Bayview Market.
6. 4th Avenue at Sylvester Street.

DATE: 10/13/2016

DWN: LK

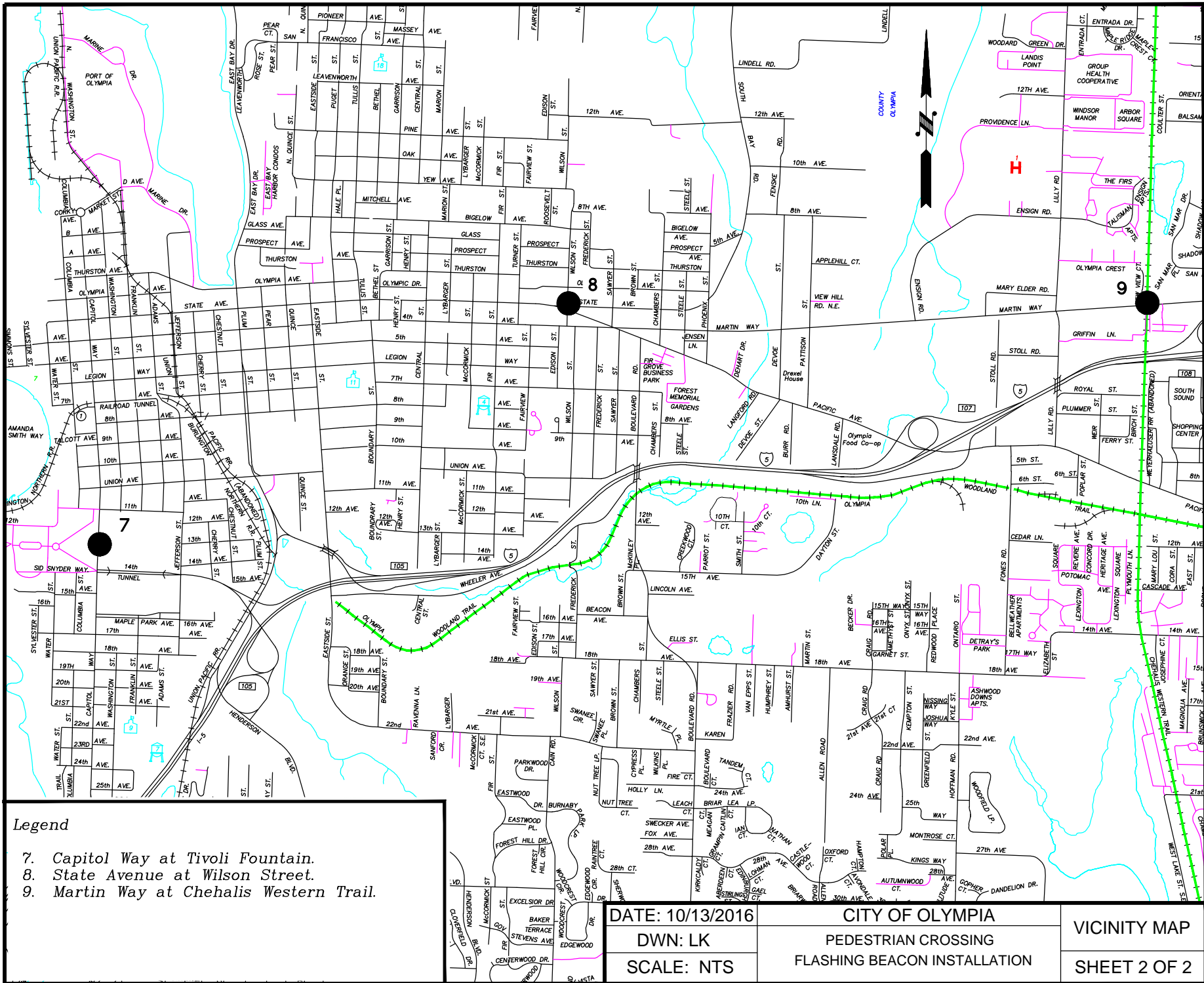
SCALE: NTS

CITY OF OLYMPIA

PEDESTRIAN CROSSING
FLASHING BEACON INSTALLATION

VICINITY MAP

SHEET 1 OF 2



Legend

- 7. Capitol Way at Tivoli Fountain.
- 8. State Avenue at Wilson Street.
- 9. Martin Way at Chehalis Western Trail.

DATE: 10/13/2016

DWN: LK

SCALE: NTS

CITY OF OLYMPIA

PEDESTRIAN CROSSING
FLASHING BEACON INSTALLATION

VICINITY MAP

SHEET 2 OF 2



City Council

Approval of Labor Contract with the International Association of Fire Fighters, Local #468, Including Assistant Chiefs

Agenda Date: 4/25/2017
Agenda Item Number: 4.F
File Number: 17-0434

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

Title

Approval of Labor Contract with the International Association of Fire Fighters, Local #468, Including Assistant Chiefs

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the labor agreements with the International Association of Fire Fighters, Local #468 and Local #468, Assistant Chiefs and authorize the City Manager to execute the agreements.

Report

Issue:

Whether to approve the labor contracts between the City of Olympia and the International Association of Fire Fighters (IAFF), Local #468 and Local #468, Assistant Chiefs

Staff Contact:

Jay Burney, Assistant City Manager, Executive Department, 360.753.8740

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The labor agreements with IAFF, Local #468 and Local #468, Assistant Chiefs expired on December 31, 2016. The contracts cover ninety-two (92) Fire Fighters and two (2) Assistant Chiefs in the City's Fire Department. The new agreements have been ratified by the Unions, and City staff is now bringing them forward for approval.

The new proposed contracts for Council consideration are attached.

The contracts have three-year terms that will expire on December 31, 2019. Significant changes to the contracts are in the areas of wages and benefits.

Wages

Wage increases in the prior IAFF contract were based on Sales Tax increases over the prior year, with a 2% minimum and a 4% maximum wage increase. The new contract retains this approach; however, a change was made to the Sales Tax table to provide better equity in terms of the Sales Tax generated and the corresponding wage increase.

Wage increases in the prior contract were based on the following table:

<u>Gross Sales Tax Increase Over Prior Year</u>	<u>Pay Range Increase</u>
0-3.99%	2% minimum
4.0%-4.99%	1% additional increase added to 2%
5% and above	4% maximum

Wage increases in the new contract are based on the revised table:

<u>Gross Sales Tax Increase Over Prior Year</u>	<u>Pay Range Increase</u>
0-3.99%	2% minimum
4.0%-5.99%	1% additional increase added to 2%
6% and above	4% maximum

The proposed wage increase for 2017, based on the new Sales Tax Table, is 4%. Wage increases for Assistant Chiefs are based on a percentage above the base fire fighter pay and will increase at roughly the same 4% for 2017.

Medical/Dental/Vision Benefits

Beginning with the new 2017-2019 labor contract, IAFF, Local #468, including the Assistant Chiefs will be moving their member’s medical, dental, and vision benefits from the Association of Washington Cities (AWC) to the Northwest Fire Fighters Benefits Trust (NWFFT). All Fire LEOFF 1 retirees will also be moving to the NWFFT.

Staff spent a considerable amount of time evaluating the NWFFT medical, dental, and vision plans and found the coverages provided to be nearly identical to those offered by AWC, including the LEOFF 1 retirement plans. Our biggest concern when evaluating the plans was the impacts to LEOFF 1 retirees, and staff is comfortable with the NWFFT plans offered, as they will have little to no impact to our LEOFF 1 retirees. The expected savings generated by moving to the NWFFT plans in 2017 based on a July 1 changeover, is \$219,925. The savings for 2018 are estimated at \$464,944 and 2019 at \$495,593. The biggest generator of the savings is the decision of the Union to go to higher deductible health plans for active members in exchange for a yearly Voluntary Employees Beneficiary Association (VEBA) plan contribution to each member.

A VEBA is a tax-free health reimbursement account which can continue year over year, and can be used by members and their eligible dependents to reimburse for qualified health expenses. The VEBA can be used by active members and their families to offset any added costs from going to a

higher deductible plan. The balance of any VEBA funds not used can be used by members to offset post-retirement medical costs.

For 2017, the City will contribute \$1,000 for an active member and \$2,000 for an active member with dependents into a VEBA administered by the NWFFT. The cost for these contributions is approximately \$163,000, which will come out of the savings generated. For 2017 only, active members who incur more than \$1,000 in medical costs or active members with dependents who incur more than \$2,000 in medical costs can receive an additional \$500/\$1,000 into their VEBA accounts with proper documentation.

For 2018 and 2019, the City will contribute \$2,000 for an active member and \$4,000 for an active member with dependents into a VEBA administered by the NWFFT. The cost for these contributions is approximately \$326,000, which will come out of the savings generated. No additional VEBA contributions beyond the \$2,000/\$4,000 will be made.

Medical Expense Reimbursement Account (MERP)

IAFF members, not including the Assistant Chiefs, receive a \$100 per month contribution to a MERP that will provide post-retirement reimbursement of medical expenses. The Assistant Chiefs asked to have this benefit added to their contract, which the City agreed to at an annual cost of \$2,400.

Deferred Compensation

IAFF members, not including the Assistant Chiefs, receive a 3% contribution from the City into their Deferred Compensation accounts. They are also required to contribute 6%. The Assistant Chiefs asked to have this benefit and contribution requirement added to their contract, which the City agreed to at an annual cost of roughly \$4,200.

The total savings to the City for the combined medical, MERP, and Deferred Comp changes, and after the VEBA contributions is \$50,370 in 2017, \$132,306 in 2018, and \$162,870 in 2019. Staff is counting on the additional savings generated from this changeover to balance the 2018 and 2019 Operating Budgets.

The remainder of the contract changes is general and/or matching language clean-up items or added language based on operational or management needs.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Move to approve the labor agreements with the International Association of Fire Fighters, Local #468 and Local #468, Assistant Chiefs and authorize the City Manager to execute the agreements.
2. Do not approve the labor agreements with the International Association of Fire Fighters, Local #468 and Local #468, Assistant Chiefs as proposed and direct staff as to next steps.
3. Move to approve the labor agreements with the International Association of Fire Fighters, Local #468 and Local #468, Assistant Chiefs as amended by Council, and authorize the City Manager to execute the agreements.

Financial Impact:

The cost to the City for implementing this contract in 2017 is \$389,839, which is \$50,370 less than what is already included in the 2017 Operating Budget. A summary of the economic agreements is attached.

Attachments:

2017-2019 Labor Contract - IAFF, Local #468

2017-2019 Labor Contract - IAFF, Local #468, Assistant Chiefs

Economic Agreement Summary - 2017-2019 IAFF, Local #468 Labor Contract, Including Asst. Chiefs

AGREEMENT BETWEEN

THE CITY OF OLYMPIA, WASHINGTON

AND

LOCAL #468, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO

January 1, 2017 - December 31, 2019

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AGREEMENT BETWEEN
THE CITY OF OLYMPIA, WASHINGTON

And

LOCAL #468, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

PREAMBLE

This Agreement is entered into by the City of Olympia, Washington, hereinafter referred to as the City, and Local #468, International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1- RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and other conditions of employment for all full-time uniformed personnel (as defined by RCW 41.56.030(6)) employed in the Olympia Fire Department, excluding:

- A. Chief of the Department
- B. Deputy Fire Chief
- C. Members of the Fire Department who are not uniformed employees as defined by RCW 41.56.

ARTICLE 2- UNION BUSINESS

A. Dues Deduction: Upon receipt of a written and signed form from the member authorizing payroll deduction, the City will deduct each month Union dues from the member's wages in the manner prescribed by law; the amount so deducted shall be mailed each month to the Union.

B. Union Official's Time Off:

1. The City agrees to allow time off with pay for a Union officer or duly appointed representative to attend State or National Conferences, State or National Seminars, or State LEOFF Board Meetings, not to exceed five (5) shifts or one hundred twenty hours (120) or the equivalent day shift conversion rate per year. The Union shall submit its request for such time off in writing at least two (2) calendar days prior to the date of the member's requested date of departure. The request shall state the member's name, Union capacity, requested date of departure, and name of the replacement member of equal classification.
2. Attendance by individual Union members at these or similar functions at the express request of the City shall not be counted toward the allowable five (5) shifts but shall be considered and paid as a regular shift.
3. Time off without pay, as permitted under RCW 41.56.220, shall not be counted toward the allowable five (5) shifts.

4. The Union shall provide for a replacement of equal classification to maintain required manning strength at no cost to the City for each Union member absent due to attendance at such meetings, seminars or conferences unless replacement would be required as the result of attendance at one of the activities specified in paragraph 2. In the event that the scheduled replacement is unable to report for duty, and in the further event that the Union does not supply an alternative replacement, the costs incurred by the City in obtaining a substitute member shall be deducted from the wages of the absent Union member.

C. Union Meeting:

1. The Union shall be permitted to hold no more than eighteen (18) Union meetings per year on City premises between 6:00 p.m. and 11:00 p.m. under the following conditions:

- a. The Fire Chief or his designee is given notice of such meeting at least three (3) calendar days prior to the date of any scheduled meeting.
- b. That such meetings do not in any way interfere with any prior work assignments, prior departmental commitments or emergency responses.
- c. That the designated hours may be modified by mutual agreement of the Fire Chief or his designee and the President of the Union or his designee.

2. It is further agreed that the Union Grievance Committee and the Union Executive Committee may meet on City premises during the hours specified above under the following conditions:

- a. That the Fire Chief or his designee is given notice of such meetings at least one (1) calendar day prior to such meeting and subject to the same conditions as are specified above in reference to Union meetings.
- b. Union Grievance Committee Meetings and Executive Committee Meetings shall not require the movement of Fire Department personnel or equipment from the stations to which they are assigned during the duration of their duty shift.

3. The Union agrees that no other formal Union business shall be conducted upon the premises without the prior permission of the Fire Chief or his designee.

4. This section is not intended to prohibit casual conversation of Union business between Union members on City premises, provided that such conversations shall not take place in a manner which disrupts Department personnel in the performance of their duties.

D. The Union agrees that its officers, agents, affiliated organizations, and members of the bargaining unit will not solicit merchants, businesses, residents or citizens located within the City of Olympia for contributions, donations or to purchase tickets for any Union sponsored performance or advertising in any Union or Union related publication or associate membership in the Union or any Union related organization without thirty (30) days prior written notice to the City Manager. Such notice shall include the dates such activity shall begin and end, the entities involved in such fund raising and the methods to be employed in the specific campaign.

ARTICLE 3- UNION SECURITY

A. All members who, on the execution date of this Agreement are members of the Union in good standing and all members who voluntarily become members thereafter shall, as condition of employment maintain their membership in the Union for the duration of this Agreement to the extent of paying the periodic dues and special assessments uniformly required as a condition of Union membership.

B. The City and Union agree that when the Union determines that an member has failed to pay and maintain in a current status the initiation fee, dues or assessments established by the Union for membership in good standing as set forth in the Union's bylaws, the Union shall, provide the member and the City with thirty (30) days notification of its intent to initiate discharge action. If, at the end of this thirty (30) day period, the member has failed to bring to a current status the required payment of initiation fees, dues and/or assessments to the Union, the Union shall notify the City and the City shall take such steps as are necessary to discharge the member. It is specifically agreed:

1. That the initiation fees, dues and assessments shall be uniform for all members; and
2. That the sole basis for the City's responsibility to discharge a member shall be failure to maintain such dues, initiation fees and assessments in a current status.

C. The Union agrees to defend, indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the employer as a result of any action taken by the City at the direction of the Union under provisions of this Article.

ARTICLE 4- MANAGEMENT RIGHTS

All powers, authorities, functions and rights not specifically and expressly restricted by this Agreement are retained by the City and shall continue to be subject to exclusive management control.

ARTICLE 5- SENIORITY

A. Seniority shall be determined by the date of initial continuous employment. The date of initial employment shall be the actual date the member begins his/her employment. In the event more than one member has the same date of employment, the person with the higher score on the Civil Service examination shall have seniority over members having lower scores on the same dated examination. A member who has not completed one (1) full year of continuous employment shall not be considered to have seniority and shall not be considered to be a regular full-time employee.

B. The City, through the office of the Fire Chief, shall at the first of each year establish two seniority lists which will be posted in all fire stations and a copy of each list sent to the Secretary of the Union. The list shall remain posted for not less than thirty (30) calendar days. Any objections to the seniority lists as posted shall be reported to the office of the Fire Chief within thirty (30) days or it shall stand as posted. One list with the departmental seniority will indicate the seniority of employees within the entire Fire Department. The second list will indicate the seniority of members on each shift and will be adjusted as members are added or lost on that shift throughout the year.

C. Reduction in Force

1. All reductions in force of personnel covered by this Agreement shall be carried out pursuant to the terms of this Article.

2. In the event the City decides to reduce Fire Department personnel, the City shall lay off the employees having the shortest length of service in the Olympia Fire Department.
3. Following a layoff under subparagraph 2 above, the City shall determine, by classification, which positions are to be reduced. Where Captain positions are to be reduced, the employee having the least time in grade as a Captain shall be the employee to be reduced and he or she shall have bumping rights over any retained employee in a lower classification, provided that he or she has previously held permanent status in that classification. Where Lieutenant positions are to be reduced, the employee(s) having the least time in grade as a Lieutenant shall be the employee to be reduced.
4. Members on layoff as a result of reduction shall be recalled according to seniority, provided that those recalled have the demonstrated ability and qualifications to serve in the classification in which the opening exists. No new employees shall be hired until all laid off employees have been given an opportunity to return to work.
5. The Union shall cooperate with the City in maintaining a list of addresses of members who have been laid off. Notice of recall shall be sent by the City to the members at his or her last known address by certified mail with return receipt requested. If any member fails to report to work within twenty-one (21) calendar days from the date of mailing of the notice of recall, that member shall be considered to have terminated his employment with the City, shall cease to have seniority, and the member's name shall be removed from the recall list.
6. In the event that a member is unable to report to work as a result of a bona fide physical or mental problem then the member's name shall not be removed from the list nor shall the member be considered to have quit or cease to have seniority, but rather shall, in the event that the City determines that it cannot await his return, be passed over for recall purposes until the next issuance of notice of recall, provided that the member shall provide the City with notice within the twenty-one (21) calendar working days of his inability to return. It is recognized that the City may require substantiation of the illness or injury alleged to be the cause of failure to report pursuant to a recall notice. If the substantiation is not submitted to the City by the member within seven (7) calendar days of the receipt of the City's request for substantiation without reasonable cause for any delay in so providing, and in the further event that any such substantiation provided does not reasonably support the member's alleged illness or injury, then the loss of seniority and recall rights shall be imposed.
7. Recall rights for any member shall expire eighteen (18) months from the date of layoff. Written notice of expiration or loss of recall rights shall be sent to the member at his or her last known address by registered or certified mail with return receipt requested.
8. Benefits and seniority shall not accrue during layoff.
9. For purposes of this Article, the classifications to be considered are Battalion Chief, Captain, Lieutenant and Fire Fighter.

Article 6 – DISCIPLINARY FILE RECORDS

- A. Disciplinary material in an employee's personnel file may be considered in progressive discipline. Upon the employee's written request to the Fire Chief, documentation of oral reprimand or admonishment may be removed in twelve (12) months, written reprimands and disciplinary documents may be removed at twenty-four (24) months with the following exceptions, which shall supersede the provisions stated above:
 1. Any specific date for removal stated on the disciplinary document shall be followed.
 2. Discipline for a violation of the City's Administrative guidelines covering Harassment, Discrimination and Workplace Violence shall not be removed from the employee file.

3. Any disciplinary action involving suspension or removal of pay equating to 48 hours or more shall not be removed.
4. Last Chance Agreements shall not be removed unless a removal date or circumstance is specified in the document.

ARTICLE 7- UNIFORMS, CLOTHING, AND EQUIPMENT

A. Protective Clothing: The City shall provide the following protective clothing for each member of the Fire Department: one helmet, one turnout coat with liner, one pair of suspenders, one pair of turnout pants with liner, one pair of gloves, and one pair of NFPA turnout boots, and one winter jacket with patch. This clothing shall be of a quality that is generally accepted as suitable for protection of Fire Fighters, in compliance with WAC 296-305. Such clothing shall remain the property of the City and shall be kept in good and safe condition and replaced as necessary due to normal use, in accordance with Department policies, as determined by the Uniform Committee. In the event of negligent loss or abuse of protective clothing by a member (employee), as determined by the Uniform Committee, the City may, in lieu of discipline, permit the member (employee) to pay for replacement of such protective clothing.

B. Uniforms: The City shall provide uniforms to each new member of the Fire Department as per Department Operating Guidelines. A uniform allowance account is established for each member to cover uniform replacement. Members of Day Shift will be provided with additional funds equivalent to two new "class B" uniforms upon their initial assignment/appointment. The Labor-Management Team will determine the uniform menu and will evaluate the uniform account allowance for all workgroups.

C. Equipment: In recognition of working a 24-hour shift, the City will install an internet connection at each station to be used for access to the internet. Access to the internet through this connection may be for non-business related purposes yet shall be consistent with the City's Policy 3-Discrimination and Harassment and the City's vision and values.

The City will be responsible for the coordination of the installation and payment of this internet connection; maintenance and repair of this internet connection will be the responsibility of the contracted internet service provider(s). The union will be responsible for any maintenance and repair of equipment utilized to access the internet through this connection. Any modifications to this connection (e.g. change to wireless) must be coordinated with the City to ensure no interference with the existing operating network/systems.

ARTICLE 8- HEALTH AND SANITATION

A. The City shall provide beds, clean bedding at regular intervals and towels for each member. Shower facilities will be provided with bathroom facilities at each Fire Station operated by the City. The City shall provide and maintain first aid supplies at each Fire Station. The City and the Union shall cooperate fully in matters of safety, health and sanitation affecting the members.

B. The Fire Chief shall issue, and may from time to time revise, written guidelines specifying reasonable safety practices which shall be followed by Department personnel at the scene of emergency operations in the fulfillment of their assigned responsibilities.

ARTICLE 9- INSURANCE AND RETIREMENT

The City agrees to allow the Union to purchase its own medical, dental and vision plans through the Northwest Fire Fighters Benefits Trust (NWFFT).

A. Employee and Dependent Dental/Orthodontia: Beginning July 1, 2017, the City will pay the NWFFT the entire dental premium costs for the member and his/her dependents (if any) for the NWFFT Delta Dental of Washington Incentive Plan 7 and Orthodontia \$1,000 Plan.

B. Employee Medical

1. Beginning July 1, 2017, the City agrees to pay to the NWFFT enough to cover the cost of the NWFFT \$1,500 Deductible Plan medical and vision premiums for the employee on a monthly basis. Costs for dependent coverage shall be shared as called for in Article 9-D.
2. Union members will be able to choose between the NWFFT \$1,500 Plan and the AWC Group Health Co-Pay Plan 2.
3. Beginning July 1, 2017, the Union agrees to provide coverage for LEOFF 1 retirees through the NWFFT Labor First and Plan \$50 Retirees plans. The City agrees to pay the NWFFT an amount that covers the premiums for the NWFFT LEOFF 1 plans on a monthly basis.
4. With 90 days' notice the parties agree that the Union may negotiate to return to the AWC Healthcare plans offered at that time by the City
5. The Union agrees that if at any time the NWFFT ceases to provide coverage for LEOFF 1 retirees or changes the plan to the detriment of the City (costing the City more than currently being paid); the Union members will revert to the AWC Healthcare plans being offered at that time.
6. The Union agrees that all administration of the NWFFT Healthcare plans will be done by individuals outside the City of Olympia staff, and that any calls to City staff regarding NWFFT Healthcare plans will be referred to the NWFFT plan administrator. The Union agrees to provide contact information to the City where employees questions about the NWFFT Healthcare plans can be referred
7. The Union, through its Medical Plan Administrator, agrees to annually (month of January) provide the City a Certification stating that all members of the Union have been given the opportunity to accept insurance with the NWFFT and a list of all employees that have accepted the insurance offer, and those members opting out of insurance with the NWFFT.

C. Cost Containment

1. For 2017, the cost to the City for NWFFT \$1,500 Deductible medical plan, Delta Dental of Washington Plan 7, Delta Dental Orthodontia \$1,000 Plan and vision plan (NWFFT Plans) shall not exceed the cost of the AWC Healthfirst medical plan, AWC Washington Dental Service Plan F, Washington Dental Service Orthodontia Plan III, and vision plans and premiums in effect as of July 1, 2017, including any discounts earned by the City.
2. For 2018 and 2019, the cost to the City for the NWFFT Plans shall not exceed the cost of the AWC Healthfirst 250 medical plan, Washington Dental Service Plan F, Washington Dental Service Orthodontia Plan III, and vision plans and premiums in effect as of January 1 of that year including any discounts earned by the City.
3. Any costs above the AWC plan premiums (medical, dental, vision) in effect in 2017, 2018, and 2019 shall be borne by the employee.

4. If at any time during this contract period either the AWC Regence Healthfirst 250 Plan or NWFFT \$1,500 Plan coverages see reduced coverages from their current levels, both parties agree to bargain the impacts on the savings available to pay for member VEBA contributions.
5. For 2018 and 2019, the cost to the City for NWFFT LEOFF 1 coverage shall not exceed the cost of the 2018 and/or 2019 AWC Med Advantage and Plan A premiums. If the NWFFT LEOFF 1 plans do exceed the cost of the AWC plans, both parties agree to bargain the impacts.

D. Dependent Medical: Any premium increases for dependent medical insurance coverage for each participating member, as provided by the City, shall be shared by the City and the member, with fifty percent (50%) of any such increase paid by the City and fifty percent (50%) of any such increase paid by the member through payroll deduction, provided, however, that the amount paid by the member shall not exceed fifteen percent (15%) of the total dependent medical insurance premium. Thereafter, the City and the member shall continue to equally share any increases in premium costs until such time that the City shall pay eighty-five percent (85%) and the member shall pay fifteen (15%) of the total premium.

E. Life Insurance: The City agrees to provide and pay the premium for \$7,000.00 (seven thousand dollars) life insurance coverage for each participating member.

F. Disability Insurance: The City and the Union will designate one (1) disability income protection insurance plan to be made available to members on an optional basis. The full cost of the plan shall be paid by the participating members through payroll deduction.

G. Retirement: The City shall cover members of the bargaining unit in accordance with the applicable State pension system requirements.

H. Optional Insurance Benefits: Benefits are made available to members that members pay 100% of the premiums through payroll deduction. Examples include, but are not limited to, flexible spending accounts, and disability insurance. Members, who subscribe, will be fully responsible for any premium increase for such optional benefits.

I. Health Premium Reimbursement Trust: The city shall contribute \$100.00 per month to the Washington State Council of Firefighter's Medical Expense Reimbursement Plan of each member of the bargaining unit.

J. VEBA

1. For 2017, the City will contribute \$1,000 per year for a member and \$2,000 per year for a member with dependents to the Voluntary Employees' Beneficiary Association (VEBA) Plan administered by Benefit Plan Administrative Services (BPAS). The 2017 contribution will be a lump sum contribution on July 20, 2017. Members who exceed their \$1,000/\$2,000 out of pocket for medical expenses, can, with documentation of expenses, be awarded up to an additional \$500 for a member and \$1,000 for a member with dependents for 2017 only, up to a maximum of \$80,000 for all members combined (including members of the Assistant Chiefs bargaining unit).

2. For 2018 and 2019, the City will contribute \$2,000 per year for a member and \$4,000 per year for a member with dependents to the VEBA plan administered by BPAS. The VEBA contributions for 2018 and 2019 will be distributed to all active members in twelve (12) monthly installments. If a member is not an active member for the full twelve (12) months, the member will only receive a prorated share based upon the number of months employed.

3. VEBA contributions for future contracts will be made based on the savings available in comparing the AWC Healthfirst, Plan A, and MedAdvantage Plan premiums to the NWFFT \$1,500 Plan, Labor First, and Plan \$50 Retirees plan premiums. At no time during this contract period will member VEBA contributions exceed \$2,000 per year for member and \$4,000 per year for a member with dependents.

K. Deferred Compensation: It is mandatory that all bargaining unit members defer 6% of their salary in the deferred compensation program.

L. Deferred Compensation Plan: Members shall be afforded the option of selecting ICMA-RC or Nationwide as their deferred compensation program. Members are allowed to have funds in both programs, although members are eligible to contribute to only one program each calendar year, and may elect to change programs during the designated City open enrollment period.

Members may obtain a deferred compensation loan through either ICMA or Nationwide. Members are not allowed to have simultaneous loans through both providers. Members must follow the City's established guidelines and procedures for application, repayment, and terms. The City will observe all federal laws pertinent to this program. Members' failure to repay loan amounts and delinquency of loans could jeopardize the continued availability of the loan program and possibly the tax-exempt status of the entire plan. The IRS may amend/modify or eliminate the guidelines of the program at any time. Should the program be discontinued, any outstanding loans would continue, but no future loans would be granted. Should the City determine that it cannot continue with the program, they will discuss first with the union; ultimately, however, the City may discontinue this program at any time and for any reason.

M. Medical Opt-Out Incentive: Employees who opt out of the City's and/or NWFFT Medical Insurance plans shall receive \$250 per month in lieu of any City provided medical insurance benefits provided Federal or State Law allows. Notification of those members who opt out of the NWFFT plans shall be provided by the NWFFT Plan Administrator. Effective January 1, 2017, neither employee of a married employee couple covered by the City insurance may receive the \$250 opt out provision for refusing the City's insurance.

ARTICLE 10- GRIEVANCE PROCEDURE

A. The purpose of this procedure is to provide for an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Union-Management meetings involving grievances or these procedures shall be scheduled by mutual agreement.

B. For the purpose of this Agreement, a grievance is defined as a dispute, which arises between the members and the City and shall be limited to a dispute or disagreement involving the interpretation, application or alleged violation of any provision of this Agreement.

C. Grievances which arise shall be settled in the following manner:

STEP 1. Where the grievance involves a matter within the control of his or her shift Battalion Chief the grievant and/or the Union Grievance Committee shall attempt to resolve the matter with the Battalion Chief prior to the filing of a written grievance. Grievances shall be filed in writing with the Chief of the Fire Department and with the Union Grievance Committee within fifteen (15) calendar days after the member(s) involved knew or should reasonable have known of the occurrence giving rise to the grievance. The written grievance shall include: 1) a statement of the grievance and such facts as are deemed relevant; 2) specific provision or provisions of the contract which are alleged to have been violated; 3) remedy sought; and 4) any other material deemed relevant. The Fire Chief or his designee shall attempt to resolve the grievance within ten (10) working days after receipt of the written grievance.

STEP 2. If the solution proposed for the grievance by the Fire Chief or his designee is unsatisfactory to the member or to the Union Grievance Committee, or if the matter remains unresolved ten (10) working days after submission of the written grievance to the Fire Chief, the written grievance shall be presented to the City Manager or his designee. The City Manager or his designee shall respond to the grievance within ten (10) working days following the submission of the grievance to the City Manager.

STEP 3. If the solution proposed for the grievance by the City M or his designee is unsatisfactory to the Union Grievance Committee, or if the matter remains unresolved ten (10) working days after submission of the written grievance to the City Manager, then the grievance as considered in Step 2 shall be submitted to arbitration in accordance with the following procedures:

a. Notice of arbitration shall be given within ten (10) working days following the issuance of the solution proposed by the City Manager or his designee. A representative of the Union and the City Manager or his designee shall meet within five (5) working days after notice of arbitration has been given to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the Public Employment Relations Commission to appoint an arbitrator from its staff. If the Public Employment Relations Commission indicates a delay of more than two (2) months, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five (5) names and the parties shall alternately strike one (1) name from the list until only one (1) name remains. A coin toss shall determine the party striking the first name. The one (1) name remaining shall be the arbitrator. One (1) working day shall be allowed for the striking of each name.

b. It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The hearing shall be kept private and shall include only such parties in interest and/or designated representatives. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed Article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement or to substitute his judgment on a matter or condition for that of the City where the City has not negotiated and limited its authority on the matter or condition. The arbitrator shall render his decision within thirty (30) calendar days after the final hearing. Decisions of the arbitrator within these stated limits shall be final and binding upon the parties to the grievance, provided that the decision does not involve any actions by the City which are beyond its jurisdiction. Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

c. The fees and expenses of the arbitrator and the proceedings shall be borne equally by the City and the Union. Each party shall be responsible for all costs of preparing and presenting its case including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the costs of such records, provided that in the event the other party subsequently requests a copy of said records, the cost shall be borne equally.

d. In case of a grievance involving any continuing or other money claim against the City, no award shall be made by the arbitrator which shall allow any alleged accruals greater than fifteen (15) calendar days prior to the date when such grievance shall have first been presented.

e. It is understood and agreed that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the grievant member, the Union or persons represented by the Union, and the City to litigate or otherwise contest the grievance of this subject matter in any court, Civil Service Commission, or any other available forum, provided that if it is determined by the arbitrator that he has no authority or power to rule in the case, it shall have been deemed to be no election of remedies or a waiver of rights. Conversely, litigation of the subject matter of the grievance in any court shall be deemed to constitute an election of remedies and a waiver of the right to arbitrate the matter.

f. In the event the arbitrator finds that he has no authority or power to rule in the case, the matter shall be referred back to the merits of the case and with a written statement indicating the reasons for the arbitrator's conclusion.

D. A grievance will be deemed to have been waived if the grievant member or Union chooses to take a grievable matter to any city, state or federal agency.

E. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure of the member or the Union to submit the grievance in accordance with these time limits without a waiver of the time limits by the City shall be deemed an abandonment of the specific grievance. For the purposes of this Article, "Working Days" shall mean Monday through Friday, normal City business days, but shall not include holidays occurring during the normal business week of the City. A grievance or arbitration proceeding may be terminated at any time upon receipt of a complete authorized statement from the Union and the grievant member stating that the matter has been resolved to the satisfaction of the Union and the grievant member.

ARTICLE 11- RULES AND REGULATIONS

The Union agrees that its members shall comply in full with Fire Department rules, regulations, policies and procedures including those relating to the conduct of work performance. The employer agrees those Department rules, regulations, policies and procedures adopted which affect working conditions and performance shall be subject to the grievance procedure.

ARTICLE 12- HOURS OF WORK

- A. The Olympia Fire Department recognizes a 7(k) exempt twenty-seven day work period for field operations members assigned to twenty-four hour shifts. During that period, field operations members shall be assigned one hundred ninety-two (192) hours or twenty-four hours on/forty-eight hours off (49.8 hour per week). Within each twenty-seven (27) day work period, field operations members will receive twenty-four (24) hours off (Kelly Day) with pay. This time off will be scheduled by the Fire Chief or his designee.
- B. Kelly Day selection for shifts with staffing levels above twenty-seven (27) will create the need for an additional Kelly Day slot for each FTE above twenty-seven (27). These slots will fall outside of the current three (3) Kelly Day slots per shift and will not increase or interfere with the availability of vacation. Members will continue to be afforded the opportunity to pick their Kelly Days prior to selecting vacations.
- C. Sick leave hours will not be deducted from a person's accrual bank for those hours during a scheduled Kelly Day. While on sick leave, Kelly Days cannot be banked or traded for use upon return to duty.
- D. Members assigned to other than twenty-four (24) hour shifts will be classified as Day Shift. Day Shift members shall work forty (40) hours per week schedules.

ARTICLE 13- SALARIES

A. Basic Salaries

1. Members covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement and marked "Appendix A". The wage schedule is considered a part of this Agreement. A recruit classification for inexperienced Firefighters during the six-month training period will be seventy percent (70%) of top step Firefighter. A recruit classification for inexperienced Firefighter Paramedics during the six-month training period will be eighty percent (80%) of top step Fire Fighter. This recruit pay will be followed by six (6) months at Firefighter and Firefighter Paramedic Step 1. Members will be placed at Step 2 on their one year anniversary.
2. All members' salaries shall be calculated from the top step of Firefighter. The applicable percentage per position and time in grade shall be found in Appendix A.
3. Members who obtain and maintain Thurston County EMT-B certification, including defibrillator certification, will receive incentive pay of \$12.50 per pay period.
4. Members trained, certified, and operating as the MSA, MMR Certified CARE Technician for their shift, to a maximum of 3 positions for the department, will have 2% added to their base pay per month.
5. Members will receive deferred comp compensation in the amount of 3.0% as part of their basic salary for services rendered.

6. Fire Lieutenants with a Paramedic certification (subject to requirements and limitations of the Medical Program Director) will receive 5% compensation over their applicable Fire Lieutenant rate of pay.

7. All regular pay will be directly deposited to the financial institution of the employee's choice.

B. Working Out of Classification: Any member covered by this Agreement who is designated by the Fire Chief or his representative as working out of classification in a higher position than his/her regular classification shall receive the greater of the lowest step of the higher classification pay range or a five percent (5%) increase per hour that the member works in the higher position.

C. Educational Incentive/Longevity: Additional monthly pay shall be awarded as an educational incentive or as longevity to members of the department on the following scale:

	Less than 5 full years	5 to less than 10 full years	10 to less than 15 full years	15 to less than 20 full years	20 to less than 25 full years	25 and above full years
Longevity %	0	1.5	3.0	4.0	5.0	6.0
Associate's degree %	2	2	na	na	na	na
Bachelor's degree %	4	4	4	na	na	na

The city will only apply the longevity pay if documentation of education is provided by the member. Education incentive pay and longevity pay shall not be combined. All Associates, Bachelors, and other Advanced Degrees will be conferred by an accredited college or university according to the following seven (7) regional accreditation agencies recognized by chea.org (Council for Higher Education Accreditation): Western Association of Schools and Colleges, Higher Learning Commission, Middle States Commission on Higher Education, New England Association of Schools and Colleges, Northwest Commission on Colleges and Universities, Southern Association of Colleges and Schools, and WASC Senior College and University Commission. Members will receive whichever is greater, educational incentive or longevity incentive.

ARTICLE 14- OVERTIME, CALLBACK, AND EXCHANGE

A. Unscheduled overtime shall be defined as authorized work performed in excess of scheduled hours of work as stated in Article 11 of this Agreement.

1. All overtime performed to supplement the absence of normal field operations personnel shall be paid at the overtime rate from the time they report for duty.
2. A member will be paid the overtime pay rate for one-quarter (1/4) hour for any portion of the one-quarter (1/4) hour worked.
3. Paramedics attending in-service training required by the Medical Program Director will be compensated for such time, up to three (3) hours per month.

B. Field operations members shall receive overtime compensation at time and one-half Hourly pay is computed using the following formula:

Pay Period Salary * (+) Special Pay

108 hours**

*Annual Pay divided by 24 pay periods

**192 hours multiplied by 13.5 (27-day periods in one year) = 2592 annual hours and 2592 annual hours divided by 24 pay periods = 108

C. Day Shift members who work in excess of their regular scheduled work day shall, at the member's option, receive compensation in the following manner:

1. Receive overtime pay figured at the rate of one and one-half (1.5) times their applicable rate; or
2. Compensatory time equal to one and one-half (1.5) hour for each hour worked if the member is performing non-operations type work for their assigned division.
 - a. Members may accrue a maximum of eighty (80) hours. When a member has accrued the maximum number of hours, any additional overtime worked will be paid at the overtime rate.
 - b. The scheduling of compensatory time off is at the discretion of the supervisor. The supervisor must, however, allow the use of compensatory time within a reasonable period unless the member's absence would unduly disrupt operations.
 - c. Upon retirement, resignation, or transfer, a member's compensatory bank will be cashed out at the member's final hourly rate.
 - d. Effective upon signing of this agreement, compensatory time credited toward final average salary for the purposes of reporting to the Washington State Department of Retirement Systems (DRS) will be limited to compensatory time earned in the last year of employment.

D. Fire Suppression members who attend pre-approved non-mandatory training shall receive compensation in the following manner:

1. Vacation time equal to one and one half (1.5) hours for each hour worked.
 - a. Approval for vacation credit for non-mandatory training is at the discretion of the Division Manager

E. Members on off-duty time who are subpoenaed to give testimony in court about events arising out of their employment, except in civil cases, shall receive overtime compensation at the applicable rate.

F. The Fire Department will establish and maintain an overtime work list for each class of members. All members will have their names represented on the list in accordance with the departmental seniority list as established in Article 5 of this Agreement. Should the need for overtime occur in the Fire Department because of vacations, sickness or other unforeseen conditions, the officer in charge shall fill the vacancy in accordance with departmental policy.

G. Callback:

1. In the event additional staffing is required to cope with a designated greater alarm, the Fire Department shall call in the necessary off-duty Fire Fighters and officers concurrent with summoning mutual aid units. This section does not apply when mutual aid units are summoned for the purpose of providing special equipment or when dispatch procedures require automatic mutual aid responses.
2. All off-shift personnel will be paid a minimum of two (2) hours pay at the applicable overtime rate when called back under alarm conditions. Provided that a member is called back less than two (2) hours prior to the start of a shift, for that member, overtime will be paid only for actual time until the start of the member's shift.
3. Members will return to work for emergency callback whenever contacted unless they are sick, unable to secure their property or family, and/or are incapacitated.

H. Exchange of Time:

1. Exchange of time involving Kelly days will be allowed without restriction provided that only whole (24 hour) shift are exchanged, except as defined in Article 11 and the Manual of Operations.
2. As the "exchange of time" is solely for the convenience of the members, the City assumes no liability, either monetary or non-monetary.

ARTICLE 15- SICK LEAVE

A. Notification Members not able to work because of emergencies or other justifiable causes as defined in departmental Manual of Operations must notify their Battalion Chief, or acting Battalion Chief, before 6:30 a.m. of the date they are to work. This provision shall not be interpreted as condoning repeated absences from work on the part of the members.

B. Sick Leave

1. Regular full time members covered by the LEOFF Retirement System prior to October 1, 1977 will accumulate paid sick leave at the rate of twenty-four (24) hours for each full month of service up to a maximum accumulation of two hundred forty (240) hours. Sick leave accumulated in one (1) year may be carried over to succeeding years but not to exceed a total of two hundred forty (240) hours.

The Union agrees that members will not apply for disability leave under the LEOFF pension system for absences of less than three (3) scheduled work days/shifts unless the member does not have sufficient paid sick leave accrued. When a member applies for disability leave, the commencement of the disability leave shall be as of the first hour that the member was unable to report to work. Any sick leave which subsequently is covered by an approved disability leave shall be credited to the affected members, provided that such credit shall not result in sick leave accrual in excess of the maximum, accumulations stated in paragraph 1 above. It is the intent of this section that the City's total liability for combined paid sick leave and disability leave shall not exceed six (6) months for any one incident.

2. Regular full time members enrolled in the LEOFF Retirement System after October 1, 1977 will accrue one (1) duty shift per month during the first 72 months of service. After 72 months, members will accrue sixteen (16) hours per month. Maximum accumulation is one thousand

four hundred forty (1,440) hours for field operations personnel. LEOFF II Day Shift members will accrue eight (8) hours per month to a maximum of nine hundred and sixty (960) hours.

3. Use of and eligibility for sick leave shall be governed by departmental Manual of Operations. All full-time members are permitted to remain away from their employment because of illness or physical inability, whether incurred on-duty or off-duty, without loss of compensation up to the number of sick leave hours that the member has accrued.

ARTICLE 16- VACATIONS

A. Annual vacation credits for field operations personnel assigned to twenty-four (24) hour shifts shall be earned from the date of employment as follows. To calculate Day Shift accruals, multiply designated field operations vacation accrual entitlements by 0.70.

1. Members having less than five (5) years full time service with the City will accrue 156 vacation hours per year.

2. Members having more than five (5) and less than ten (10) years full time service with the City will accrue 204 vacation hours per year.

3. Members having more than ten (10) years and less than fifteen (15) years of full time service with the City will accrue 252 vacation hours per year.

4. Members having more than fifteen (15) years of full time service with the City will accrue 276 vacation hours per year.

5. Members with more than twenty (20) years of full time service with the City will accrue 288 vacation hours per year.

B. Accrued vacation time taken shall be limited to the number of vacation credits earned by the member.

C. The vacation selection list will be posted on the bulletin board in the main station by November 1 of the year proceeding the opening date of the vacation selection list. Vacation selection will be made by seniority according to the shift seniority list, with senior members selecting before members with less seniority.

D. Vacation Requests:

1. All vacation requests will be submitted to the Fire Chief on the forms provided prior to January 1. Requests received after that date will be processed on a first come basis without regard to seniority. The first two selection cycles will not be denied due to on-duty staffing reduced below specified strength brought about by sickness, disability, or approved training attendance. All subsequent vacations will be granted for the convenience of the member, provided that the Fire Chief may deny any vacation request when the on-duty manpower would be reduced below the minimum strength specified by the Fire Chief.

E. The maximum number of shifts of vacation, which may be accumulated, shall be limited to three (3) years of a member's entitlement.

F. The maximum amount of vacation time which a member may take in any one (1) block shall be as follows:

1. Field operations members: No more than 288 hours.
2. Day Shift members: No more than 172 hours.

G. Cash-Out/Conversion:

1. Except as noted below, no more than three hundred and thirty-six (336) hours may be cashed out at the time of retirement or termination.
2. Members shall be allowed to cash back more than the stated amounts if circumstances such as vacation request denials prevented them from taking sufficient vacation to hold down their accumulation levels.
3. Vacation cash out, upon termination, may be transferred to the City's 457 Deferred Compensation Plan consistent with IRS regulations.
4. Upon LEOFF Plan 2-defined retirement, in addition to the three hundred and thirty-six (336) hours of vacation entitlement that may be cashed out, 25% of accrued and unused sick leave may be transferred into "compensable hours" and contributed to the member's Washington State Council of Firefighter's Medical Expense Reimbursement Plan account.
5. Pursuant to the City of Olympia Policy 17, Personnel Actions, Section 4.14 Separation Pay, probationary employees are not eligible for vacation leave cash out upon separating from the City.

ARTICLE 17- PAID HOLIDAYS

A. The following holidays are recognized and observed by the City as paid holidays for regular full-time employees:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

B. In addition to the above specified holidays, a member may designate one (1) non-cumulative personal holiday in each calendar year, provided that the member has been continuously employed or is scheduled to be continuously employed by the Fire Department for at least six (6) months.

C. Holiday pay shall be paid to all members assigned to a twenty-four (24) hour shift regardless of whether or not they are scheduled to work on a given holiday specified in Section A above and for the personal holiday discussed in Section B above. Holiday pay shall be an amount equivalent to 10.9 hours of the member's base hourly rate exclusive of overtime and premium pay and shall be in lieu of time off.

D. Members permanently assigned to Day Shift shall not receive holiday pay, but shall have the holiday off and receive their regular compensation for each holiday. In the event that any holiday established by Paragraph A falls on a Saturday, the proceeding Friday shall be given as a holiday in lieu of the normal holiday. If the holiday falls on a Sunday, the following Monday shall be given as the legal holiday.

1. Members may request to work a holiday at the Division Manager's approval and receive the hours 1:1 as Floating Holiday time to be used at a later date within the calendar year.
2. The scheduling of additional Floating Holiday time off is at the discretion of the supervisor so that the Division remains staffed. However, the supervisor must allow the use of the Floating Holiday time off within a reasonable period. Members who are injured and do not return to work will be compensated for any holiday hours in their bank at the time of the injury.

E. Shift members temporarily assigned to Day Shift

1. Shift members temporarily assigned to Day Shift (for disability or other reason) shall receive holiday pay equivalent to 10.9 hours of the member's base hourly rate exclusive of overtime and premium pay, and will not be expected to report for duty when the front office is closed. This arrangement will be in effect for the whole time of the temporary assignment.
2. Caps upon sick leave (Article 14) and Vacation (Article 15) will be managed as if the temporarily assigned member was still on their suppression shift assignment.
3. Use of Vacation and sick Leave will be governed by Article 14, Sick Leave and Article 15, Vacation, respectively.
4. Shift members temporarily assigned to Day Shift for more than 20 days will be transferred to a 40 hour week. At this time, the member's hourly wage will be increased to account for the decrease in hours worked per week so that there is no change in gross, base semi-monthly pay. Items a, b and c above will remain in effect after the member is transferred to the 40-hour week.

ARTICLE 18- PROMOTIONS

In the case of promotions, if and when the Fire Chief elects to pass over a candidate on the promotional list under applicable civil service rules, he shall provide the passed over individual, in writing, his reasons for the pass over. The purpose of formalizing his reasons in writing is solely to provide the candidate with tools in which to improve his/her skills for future promotions.

ARTICLE 19- WELLNESS

The City and membership agree to accept the IAFF Wellness Initiative Program. Aspects of the Wellness Program include:

- A. The City agrees to purchase and maintain physical fitness equipment needed to comply with the Wellness Initiative. A QSD process will be used annually to evaluate equipment needs and maintenance.
- B. The Union and the City agree to jointly implement a mandatory physical performance testing and fitness program, as contained in the Fire Department's Operations Manual.
- C. IAFF Quitting Your Way Program/Tobacco Cessation, for which the City will pay for the one time cost of the City-approved Wellness Initiative approved program/method.

D. The Union agrees that all members will comply with the City's Policy 5-Drug and Alcohol.

ARTICLE 20- SEVERABILITY CLAUSE

Should any provision in this Agreement or the applications of such provisions be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. Should the sick leave provisions of this contract, or should a catastrophe occur which would prompt the City Council to declare a "State of Emergency", the City and the Union jointly agree to meet and confer as to how to address these issues.

ARTICLE 21- TERM

This Agreement shall become effective upon January 1, 2017 and shall remain in full force and effect until December 31, 2019.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS ____ DAY OF _____ 2017.

FOR THE CITY OF OLYMPIA

FOR LOCAL #468, INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO

Steven R. Hall, City Manager

Larry Smith, President

APPENDIX A
SALARIES

Effective January 1, 2017, wages shall be increased by a percentage proportionate to the General Sales Tax Revenue increase over the prior year in accordance to the table set forth below with a two percent (2.0%) minimum increase and a four percent (4.0%) maximum pay increase.

Effective January 1, 2018, wages shall be increased by a percentage proportionate to the General Sales Tax Revenue increase over the prior year in accordance to the table set forth below with a two percent (2.0%) minimum increase and a four percent (4.0%) maximum pay increase.

Effective January 1, 2019, wages shall be increased by a percentage proportionate to the General Sales Tax Revenue increase over the prior year in accordance to the table set forth below with a two percent (2.0%) minimum increase and a four percent (4.0%) maximum pay increase.

If the annual increase in revenue received by the City of Olympia for general sales tax (which does not include the .02% sales tax for public safety), exceeds the prior year by a certain percentage (see table below) then wages for 2017, 2018, and 2019 will be increased according to the following table:

Gross Sales Tax increase over prior year	Pay Range Increase
0 -3.99%	2% minimum
4.00% to 5.99%	1% additional increase added to the 2% minimum
6.00% and above	4% maximum

The parties agree in this 2017-2019 Collective Bargaining Agreement (CBA) to utilize the above formula. In adopting this formula, the parties are also indicating the reliance on this formula is non-precedential and, as a result, this is not intended to establish any pattern or method for determining wages that is in any way intended to be carried beyond the term of the 2017-2019 CBA.

For the purpose of salary calculation, the following table shall be used. All subsequent salary increases shall be calculated on Fire Fighter Step 5 and then the appropriate percentage will be applied to each step as shown. It is the intent that all salaries be a percentage of Firefighter Step 5.

Firefighter Recruit	70%
Firefighter Step 1	80%
Firefighter Step 2	85%
Firefighter Step 3	90%
Firefighter Step 4	95%
Firefighter Step 5	100%
Firefighter/PM Recruit	80%
Firefighter/PM Step 1	90%
Firefighter/PM Step 2	95%
Firefighter/PM Step 3	100%
Firefighter/PM Step 4	105%
Firefighter/PM Step 5	110%
Firefighter/Inspector Step 2**	95%
Firefighter/Inspector Step 3**	100%
Firefighter/Inspector Step 4**	105%
Firefighter/Inspector Step 5**	110%
Lieutenant Step 4	112%
Lieutenant Step 5	114%
Lieutenant (Day) Step 4	115%
Lieutenant (Day) Step 5	120%
Lt/PM Step 4	115%
Lt/PM Step 5	117%
Captain Step 3**	124%
Captain Step 4**	126%
Captain Step 5**	128%
Battalion Chief Step 3	124%
Battalion Chief Step 4	126%
Battalion Chief Step 5	128%
Battalion Chief – Day Shift Step 5	134%

A minimum of 10% will be added to a Firefighter's current step when transferred to Firefighter/Inspector or Firefighter/PM. Firefighters who transfer into Firefighter/PM or Firefighter/Inspector positions retain the rank of Firefighter and their anniversary dates will not be reset for the purpose of step increases in the new position. This provision is not retroactive.

* This includes the additional deferred comp compensation members receive as part of base salary as outlined in Article 12, Section A5.

**Based on a 40 hour workweek.

It is agreed that an employee that is in more than 20 days of training or day assignment will be transferred from a 24-hour/day-based position to an 8-hour/day-based position. A change in status for this purpose will not affect an employee's pay, although leave accruals will be adjusted to reflect the change in status.

AGREEMENT BETWEEN
THE CITY OF OLYMPIA, WASHINGTON
AND
ASSISTANT FIRE CHIEFS
REPRESENTED BY
LOCAL #468, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AFL-CIO

January 1 2017 - December 31, 2019

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AGREEMENT BETWEEN
THE CITY OF OLYMPIA, WASHINGTON
And
ASSISTANT FIRE CHIEFS REPRESENTED BY
LOCAL #468, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

PREAMBLE

This Agreement is entered into by the City of Olympia, Washington, hereinafter referred to as the City, and Local #468, International Association of Fire Fighters, AFL-CIO, representing Assistant Fire Chiefs, hereinafter referred to as the Union.

ARTICLE 1- RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative for the purposes of establishing wages, hours and other conditions of employment for all full-time and regular part-time Assistant Fire Chiefs employed in the Olympia Fire Department, excluding confidential employees and all other employees.

ARTICLE 2- UNION BUSINESS

A. Dues Deduction: Upon receipt of a written and signed form from the member authorizing payroll deduction, the City will deduct each month Union dues from the member's wages in the manner prescribed by law; the amount so deducted shall be mailed each month to the Union.

B. Union Official's Time Off: The City agrees to allow reasonable time off without pay for a Union official to attend State or National Conferences, State or National Seminars, or State LEOFF Board Meetings so long as such requests are made at least 30 days prior to the event and that absence does not interfere with carrying out the duties of Assistant Fire Chief.

C. Union Meeting:

1. The Union shall be permitted to hold Union meetings on City premises during non-duty hours.
2. City time and premises may be used to meet with City Officials to address grievances involving members.
3. No other formal Union business shall be conducted upon the premises without the prior permission of the Fire Chief or his designee.
4. This section is not intended to prohibit casual conversation of Union business between Union members on City premises, provided that such conversations shall not take place in a manner which disrupts Department personnel in the performance of their duties.

D. The Union agrees that its officers, agents, affiliated organizations, and members of the bargaining unit will not solicit merchants, businesses, residents or citizens located within the City of Olympia for contributions, donations or to purchase tickets for any Union sponsored performance or advertising in any Union or Union related publication or associate membership in the Union or any Union related organization without thirty (30) days prior written notice to the City Manager. Such notice shall include

the dates such activity shall begin and end, the entities involved in such fund raising and the methods to be employed in the specific campaign.

ARTICLE 3- UNION SECURITY

A. All members who, on the execution date of this Agreement are members of the Union in good standing and all members who voluntarily become members thereafter shall maintain their membership in the Union for the duration of this Agreement to the extent of paying the periodic dues and special assessments uniformly required as a condition of Union membership.

B. The Union agrees to defend, indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the employer as a result of any action taken by the City at the direction of the Union under provisions of this Article.

ARTICLE 4- MANAGEMENT RIGHTS

All powers, authorities, functions and rights not specifically and expressly restricted by this Agreement are retained by the City and shall continue to be subject to exclusive management control.

Management rights shall include, by way of illustration, the right to:

1. Establish and modify reasonable rules and regulations for the operation of the Fire Department and the conduct of its employees.
2. Determine and change Fire Department budget, methods of operation, facilities and equipment.
3. Recruit, hire, layoff, promote, assign, appoint, discipline, discharge, or suspend employees in accordance with City of Olympia Civil Service Rules and Regulations.
4. Determine and change schedules of work, hours of work, number of personnel and the methods and processes by which work is to be performed.
5. Determine mental, physical and performance standards.
6. Assign work and determine the duties to be performed by Assistant Chiefs.
7. Determine the need for additional education courses, training programs, on-the-job training, or class training, assign employees to such duties for periods to be determined by the Employer.
8. Take any action as may be necessary to carry out the mission of the City and to deal with emergencies as declared by the Emergency Management Director, Mayor, County, Governor, or President.

Nothing in this Agreement shall interfere with the Employer's right to perform work through the utilization of non-bargaining unit personnel, including allocation of work assignments to Assistant Chiefs that are also assigned to other Union members in any other bargaining unit or to contract out for goods and services.

ARTICLE 5- SENIORITY AND REDUCTION IN FORCE

- A. Seniority: Seniority shall be determined by the date of initial continuous employment. The date of initial employment shall be the actual date the member begins his/her employment. In the event more than one member has the same date of employment, the person with the higher ranked placement on the Civil Service register shall have seniority over members having lower ranked placement on the same register. If there is a tie with both members having the same ranked placement, the flip of a coin shall break the tie for seniority purposes. A member who has not completed one (1) full year of continuous employment shall not be considered to have seniority and shall not be considered to be a regular full-time employee.

B. Reduction in Force: The Employer retains the right to decide if a reduction in force is required. All reductions in force of personnel covered by this Agreement shall be carried out pursuant to the terms of Rule IX of the Olympia Civil Service Rules, Reduction-in-Force.

ARTICLE 6 – DISCIPLINARY FILE RECORDS

- A. Disciplinary material in an employee's personnel file may be considered in progressive discipline. Upon the employee's written request to the Fire Chief, documentation of oral reprimand or admonishment may be removed in twelve (12) months, written reprimands and disciplinary documents may be removed at twenty-four (24) months with the following exceptions, which shall supersede the provisions stated above:
1. Any specific date for removal stated on the disciplinary document shall be followed.
 2. Discipline for a violation of the City's Administrative guidelines covering Harassment, Discrimination and Workplace Violence shall not be removed from the employee file.
 3. Any disciplinary action involving suspension or removal of pay equating to 48 hours or more shall not be removed.
 4. Last Chance Agreements shall not be removed unless a removal date or circumstance is specified in the document.

ARTICLE 7- UNIFORMS AND CLOTHING

A. Protective Clothing: The City shall provide the following protective clothing for each member of the Fire Department: one helmet, one turnout coat with liner, one pair of suspenders, one pair of turnout pants with liner, one pair of gloves, and one pair of NFPA turnout boots, and one winter jacket with patch. This clothing shall be of a quality that is generally accepted as suitable for protection of Fire Fighters, in compliance with WAC 296-305. Such clothing shall remain the property of the City and shall be kept in good and safe condition and replaced as necessary due to normal use, in accordance with Department policies, as determined by the uniform Committee. In the event of negligent loss or abuse of protective clothing by a member (employee), as determined by the Uniform Committee, the City may, in lieu of discipline, permit the member (employee) to pay for replacement of such protective clothing.

B. Uniforms: The City shall provide uniforms to each new member of the Fire Department as per Department Operating Guidelines. A uniform allowance account is established for each member to cover uniform replacement. The Labor-Management Team will determine the uniform menu and will establish the uniform account allowance for all workgroups.

ARTICLE 8- HEALTH AND SANITATION

The Fire Chief shall issue, and may from time to time revise, written guidelines specifying reasonable safety practices which shall be followed by Department personnel at the scene of emergency operations in the fulfillment of their assigned responsibilities.

ARTICLE 9- INSURANCE AND RETIREMENT

The City agrees to allow the Union to purchase its own medical, dental and vision plans through the Northwest Fire Fighters Benefits Trust (NWFFT).

A. Employee and Dependent Dental/Orthodontia: Beginning July 1, 2017, the City will pay the NWFFT the entire dental premium costs for the member and his/her dependents (if any) for the NWFFT Delta Dental of Washington Incentive Plan 7 and Orthodontia \$1,000 Plan.

B. Employee Medical

1. Beginning July 1, 2017, the City agrees to pay to the Northwest Fire Fighters Benefits Trust (NWFFT) enough to cover the cost of the NWFFT \$1,500 Deductible Plan medical and vision premiums for the employee on a monthly basis. Costs for dependent coverage shall be shared as called for in Article 9-D.
2. Union members will be able to choose between the NWFFT \$1,500 Plan and the AWC Group Health Co-Pay Plan 2.
3. Beginning July 1, 2017, the Union agrees to provide coverage for LEOFF 1 retirees through the NWFFT Labor First and Plan \$50 Retirees plans. The City agrees to pay the NWFFT an amount that covers the premiums for the NWFFT LEOFF 1 plans on a monthly basis.
4. With 90 days' notice the parties agree that the Union may negotiate to return to the AWC Healthcare plans offered at that time by the City; and
5. The Union agrees that if at any time the NWFFT ceases to provide coverage for LEOFF 1 retirees or changes the plan to the detriment of the City (costing the City more than currently being paid); the Union members will revert to the AWC Healthcare plans being offered at that time.
6. The Union agrees that all administration of the NWFFT Healthcare plans will be done by individuals outside the City of Olympia staff, and that any calls to City staff regarding NWFFT Healthcare plans will be referred to the NWFFT plan administrator. The Union agrees to provide contact information to the City where employees questions about the NWFFT Healthcare plans can be referred
7. The Union, through its Medical Plan Administrator, agrees to annually (month of January) provide the City a Certification stating that all members of the Union have been given the opportunity to accept insurance with the NWFFT and a list of all employees that have accepted the insurance offer, and those members opting out of insurance with the NWFFT.

C. Cost Containment

1. For 2017, the cost to the City for NWFFT \$1,500 Deductible medical plan, Delta Dental of Washington Plan 7, Delta Dental Orthodontia \$1,000 Plan and vision plan (NWFFT Plans) shall not exceed the cost of the AWC Healthfirst medical plan, AWC Washington Dental Service Plan F, Washington Dental Service Orthodontia Plan III, and vision plans and premiums in effect as of July 1, 2017, including any discounts earned by the City.
2. For 2018 and 2019, the cost to the City for the NWFFT Plans shall not exceed the cost of the AWC Healthfirst 250 medical plan, Washington Dental Service Plan F, Washington Dental Service Orthodontia Plan III, and vision plans and premiums in effect as of January 1 of that year including any discounts earned by the City.
3. Any costs above the AWC plan premiums (medical, dental, vision) in effect in 2017, 2018, and 2019 shall be borne by the employee.
4. If at any time during this contract period either the AWC Regence Healthfirst 250 Plan or NWFFT \$1,500 Plan coverages see reduced coverages from their current levels, both parties agree to bargain the impacts on the savings available to pay for member VEBA contributions.
5. For 2018 and 2019, the cost to the City for NWFFT LEOFF 1 coverage shall not exceed the cost of the 2018 and/or 2019 AWC Med Advantage and Plan A premiums. If the NWFFT LEOFF 1 plans do exceed the cost of the AWC plans, both parties agree to bargain the impacts.

D. Dependent Medical: The City and the member shall share in premium costs for dependent medical insurance as provided by the City. The City shall pay eighty-five percent (85%) and the member shall pay fifteen (15%) of the total premium.

E. Life Insurance: The City agrees to pay for term life insurance of \$10,000 (ten thousand dollars) coverage for each employee, as provided by the City.

F. Long Term Disability: The City shall pay for a long term disability insurance plan providing a minimum 50% base salary replacement and a 180-day waiting period. An optional program to enhance this benefit is available to employees at their own expense.

G. Retirement: The City shall cover employees in accordance with the applicable State pension system requirements.

H Optional Insurance Benefits: Benefits are made available to members that members pay 100% of the premiums through payroll deduction. Examples include, but are not limited to, flexible spending accounts, and disability insurance. Members, who subscribe, will be fully responsible for any premium increase for such optional benefits.

I. Health Premium Reimbursement Trust: The city shall contribute \$100.00 per month to the Washington State Council of Firefighter's Medical Expense Reimbursement Plan of each member of the bargaining unit.

J. VEBA:

1. For 2017, the City will contribute \$1,000 per year for a member and \$2,000 per year for a member with dependents to the Voluntary Employees' Beneficiary Association (VEBA) Plan administered by Benefit Plan Administrative Services (BPAS). The 2017 contribution will be a lump sum contribution on July 20, 2017. Members who exceed their \$1,000/\$2,000 out of pocket for medical expenses, can, with documentation of expenses, be awarded up to an additional \$500 for a member and \$1,000 for a member with dependents for 2017 only, up to a maximum of \$80,000 for all members combined (including members of the Assistant Chiefs bargaining unit).
2. For 2018 and 2019, the City will contribute \$2,000 per year for a member and \$4,000 per year for a member with dependents to the VEBA plan administered by BPAS. The VEBA contributions for 2018 and 2019 will be distributed to all active members in twelve (12) monthly installments. If a member is not an active member for the full twelve (12) months, the member will only receive a prorated share based upon the number of months employed.
3. VEBA contributions for future contracts will be made based on the savings available in comparing the AWC Healthfirst, Plan A, and MedAdvantage Plan premiums to the NWWFT \$1,500 Plan, Labor First, and Plan \$50 Retirees plan premiums. At no time during this contract period will member VEBA contributions exceed \$2,000 per year for member and \$4,000 per year for a member with dependents.

K. Deferred Compensation: It is mandatory that all bargaining unit members defer 6% of their salary in the deferred compensation program.

L. Medical Opt-Out Incentive: Employees who opt out of the City's and/or NWWFT Medical Insurance plans shall receive \$250 per month in lieu of any City provided medical insurance benefits provided Federal or State Law allows. Notification of those members who opt out of the NWWFT plans shall be provided by the NWWFT Plan Administrator. Effective January 1, 2017, neither employee of a married

employee couple covered by the City insurance may receive the \$250 opt out provision for refusing the City's insurance.

ARTICLE 10- GRIEVANCE PROCEDURE

A. The purpose of this procedure is to provide for an orderly method for resolving grievances. As high-level managers reporting directly to the Fire Chief, a determined effort shall be made to settle any such differences informally through direct communication. Only when issues cannot be resolved informally shall the more formal grievance procedure be used.

B. For the purpose of this Agreement, a grievance is defined as a dispute, which arises between the members and the City and shall be limited to a dispute or disagreement involving the interpretation, application or alleged violation of any provision of this Agreement.

C. The formal procedure for addressing all grievances is as follows:

STEP 1. Grievances shall be filed by the union in writing with the Chief of the Fire Department within fifteen (15) calendar days after the member(s) involved knew or should reasonable have known of the occurrence giving rise to the grievance. The written grievance shall include: 1) a statement of the grievance and such facts as are deemed relevant; 2) specific provision or provisions of the contract which are alleged to have been violated; 3) remedy sought; and 4) any other material deemed relevant. The Fire Chief shall attempt to resolve the grievance within ten (10) working days after receipt of the written grievance.

STEP 2. If the solution proposed for the grievance by the Fire Chief is unsatisfactory to the Union, or if the matter remains unresolved ten (10) working days after submission of the written grievance to the Fire Chief, the written grievance shall be presented to the City Manager or his designee. The City Manager or his designee shall respond to the grievance within ten (10) working days following the submission of the grievance to the City Manager.

STEP 3. If the solution proposed for the grievance by the City Manager or his designee is unsatisfactory to the Union, or if the matter remains unresolved ten (10) working days after submission of the written grievance to the City Manager, then the grievance as considered in Step 2 may be submitted to arbitration by the union in accordance with the following procedures:

- a. Notice of arbitration shall be given by the union within ten (10) working days following the issuance of the solution proposed by the City Manager or his designee. A representative of the Union and the City Manager or his designee shall meet within five (5) working days after notice of arbitration has been given to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the Public Employment Relations Commission to appoint an arbitrator from its staff. If the Public Employment Relations Commission indicates a delay of more than two (2) months, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five (5) names and the parties shall alternately strike one (1) name from the list until only one (1) name remains. A coin toss shall determine the party striking the first name. The one (1) name remaining shall be the arbitrator. One (1) working day shall be allowed for the striking of each name.
- b. It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The hearing shall be kept private and shall include only such parties in interest and/or designated representatives. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the disputed Article or portion thereof has been violated. The arbitrator shall have no authority to alter, modify, vacate or amend any terms of this Agreement or to substitute his judgment on a matter or condition for that of the City where the City has not negotiated and limited its authority on the matter or condition. The arbitrator shall render his decision within thirty (30) calendar days after the final hearing. Decisions of the arbitrator within these stated

limits shall be final and binding upon the parties to the grievance, provided that the decision does not involve any actions by the City which are beyond its jurisdiction. Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.

c. The fees and expenses of the arbitrator and the proceedings shall be borne equally by the City and the Union. Each party shall be responsible for all costs of preparing and presenting its case including compensating its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the costs of such records, provided that in the event the other party subsequently requests a copy of said records, the cost shall be borne equally.

d. In case of a grievance involving any continuing or other money claim against the City, no award shall be made by the arbitrator which shall allow any alleged accruals greater than fifteen (15) calendar days prior to the date when such grievance shall have first been presented.

e. It is understood and agreed that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the grievant member, the Union or persons represented by the Union, and the City to litigate or otherwise contest the grievance of this subject matter in any court, Civil Service Commission, or any other available forum, provided that if it is determined by the arbitrator that he has no authority or power to rule in the case, it shall have been deemed to be no election of remedies or a waiver of rights. Conversely, litigation of the subject matter of the grievance in any court shall be deemed to constitute an election of remedies and a waiver of the right to arbitrate the matter.

f. In the event the arbitrator finds that he has no authority or power to rule in the case, the matter shall be referred back to the merits of the case and with a written statement indicating the reasons for the arbitrator's conclusion.

D. A grievance will be deemed to have been waived if the grievant member or Union chooses to take a grievable matter to any city, state or federal agency.

E. Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure of the member or the Union to submit the grievance in accordance with these time limits without a waiver of the time limits by the City shall be deemed an abandonment of the specific grievance. For the purposes of this Article, "Working Days" shall mean Monday through Friday, normal City business days, but shall not include holidays occurring during the normal business week of the City. A grievance or arbitration proceeding may be terminated at any time upon receipt of a complete authorized statement from the Union and the grievant member stating that the matter has been resolved to the satisfaction of the Union and the grievant member.

ARTICLE 11- RULES AND REGULATIONS

The Union agrees that its members shall comply in full with Fire Department rules, regulations, policies and procedures including those relating to conduct and work performance. The employer agrees those Department rules, regulations, policies and procedures adopted which affect working conditions and performance may be subject to the grievance procedure as to whether or not there has been a violation of such rule, regulation, policy or procedure.

ARTICLE 12- HOURS OF WORK AND OVERTIME EXEMPTION

Assistant Chiefs shall generally work forty (40) hours per week schedules. Furthermore, the management nature of their position qualifies as an Executive Exemption under the Fair Labor Standards Act, and thus are salaried employees who are not paid overtime. In lieu of overtime pay, informal paid leave may be taken in recognition of the time demands of the positions, as mutually agreed by the member and the Fire Chief.

In the event that an Assistant Chief has compensatory time on the books from before he/she was an Assistant Chief, in order for that compensatory time to be credited towards the Assistant Chief's final average salary for the purposes of reporting to the Washington State Department of Retirement Systems (DRS), the compensatory time would have to have been earned during the Assistant Chief's last year of employment.

ARTICLE 13- SALARIES

A. Members covered by this agreement shall be compensated starting at 124.80% and up to 151.77% of the step 5 fire fighter pay. The Asst. Fire Chief salary schedule for 2017 is as follows:

STEP	MONTHLY SALARY EFFECTIVE 1/1/2014	% OF TOP STEP FF
1	\$9,491.11	124.80%
2	\$9,964.15	131.02%
3	\$10,462.28	137.57%
4	\$10,987.03	144.47%
5	\$11,542.20	151.77%

Salaries for 2018 and 2019 shall increase by a percentage proportionate to the General Sales Tax Revenue increase over the prior year in accordance to the table set forth in the IAFF contract (Appendix A), with a 2% minimum increase and a 4% maximum increase. Effective the pay period after ratification, all regular pay checks will be directly deposited to the bank account of the employee's choice.

B. Members will receive deferred comp compensation in the amount of 3.0% as part of their basic salary for services rendered.

C. City Vehicles: Assistant Fire Chiefs are currently assigned vehicles by the City for the City's benefit that they are expected to take home and drive to work. The assignment of a take home vehicle is for the purpose of responding to first alarm and other emergency operations and to attend required evening or weekend city meetings. Assistant Fire Chiefs are expected to follow all city and department rules regarding the use and maintenance of city vehicles. The City retains the right to discontinue the usage of take home vehicles at any time for any reason.

D. Working Out of Classification:

An Assistant Chief will be compensated at the discretion of the City Manager or designee when s/he is appointed on an acting basis as Fire Chief for a period longer than four weeks. Compensation will be a minimum of 5% and will not exceed the salary of the Fire Chief.

ARTICLE 14- FIRST ALARMS

An Assistant Chief is expected to report to all first alarms as assigned. Consistent with Article 11 – Hours of Work and Overtime Exemption, no overtime will be paid for this assignment.

ARTICLE 15- SICK LEAVE

Sick Leave for Assistant Chiefs will be in accordance with City Policy 13-Leave, Subsection 4.3 Sick Leave. It is understood that if the City proposes changes to this Policy, that these changes will be negotiated as they pertain to Assistant Chiefs.

- A. Upon LEOFF Plan 2-defined retirement, in addition to the three hundred and thirty-six (336) hours of vacation entitlement that may be cashed out, 25% of accrued and unused sick leave may be transferred into “compensable hours” and contributed to the member’s Washington State Council of Firefighter’s Medical Expense Reimbursement Plan account.

ARTICLE 16- VACATIONS

Vacation for Assistant Chiefs will be in accordance with City Policy 13-Leave, Subsection 4.2 Vacation. It is understood that if the City proposes changes to this guideline, that these changes will be negotiated as they pertain to Assistant Chiefs.

- A. Except as noted below, no more than three hundred and thirty-six (336) hours may be cashed out at the time of retirement or termination.
- B. Members shall be allowed to cash back more than the stated amounts if circumstances such as vacation request denials prevented them from taking sufficient vacation to hold down their accumulation levels.
- C. Vacation cash out, upon termination, may be transferred to the City’s 457 Deferred Compensation Plan consistent with IRS regulations.
- D. Pursuant to the City of Olympia Policy 17, Personnel Actions, Section 4.14 Separation Pay, probationary employees are not eligible for vacation leave cash out upon separating from the City.

ARTICLE 17- PAID HOLIDAYS

A. The following holidays are recognized and observed by the City as paid holidays for regular full-time employees:

- | | |
|-------------------------------|------------------------|
| New Year’s Day | Labor Day |
| Martin Luther King’s Birthday | Veterans Day |
| President’s Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |

B. In addition to the above specified holidays, a member may designate one (1) non- cumulative personal holiday in each calendar year, provided that the member has been continuously employed or is scheduled to be continuously employed by the Fire Department for at least six (6) months.

C. Assistant Chiefs shall have the holiday off and receive their regular compensation for each holiday. In the event that any holiday established by Paragraph A falls on a scheduled day off, the closest regularly scheduled workday shall be given as a holiday in lieu of the normal holiday.

ARTICLE 18- WELLNESS

The City and membership agree to accept the IAFF Wellness Initiative Program. Aspects of the Wellness Program include:

- A. The City will purchase and maintain physical fitness equipment needed to comply with the Wellness Initiative. A QSD process will be used annually to evaluate equipment needs and maintenance.
- B. The Union and the City agree to jointly implement a mandatory physical performance testing and fitness program, as contained in the Fire Department’s Operations Manual.
- C. The City will pay for the one-time cost of the IAFF Quitting Your Way Program/Tobacco Cessation.
- D. The Union agrees that all members will comply with the amended provisions of the City’s Policy 5 Drug and Alcohol.

ARTICLE 19- SEVERABILITY CLAUSE

Should any provision in this Agreement or the applications of such provisions be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. Should a catastrophe occur which would prompt the City Council to declare a “State of Emergency”, the City and the Union jointly agree to meet and confer as to how to address these issues.

ARTICLE 20 – ENTIRE AGREEMENT

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no express or implied or oral statements shall add to or supersede any of its provisions.

ARTICLE 21- TERM

This Agreement shall become effective upon the date signed and dated by authorized representative of both parties and shall remain in full force and effect until December 31, 2019.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS ___ DAY OF _____ 2017.

FOR THE CITY OF OLYMPIA

FOR LOCAL #468, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

Steven R. Hall, City Manager

Larry Smith, President

IAFF, LOCAL #468
IAFF, LOCAL #468, ASST. CHIEFS
ECONOMIC AGREEMENTS SUMMARY
April 25, 2017

The City and the Union are currently negotiating the labor contract for the period January 1, 2017 – December 31, 2019. The following summarizes the proposed agreement:

ITEM	AGREEMENT	ESTIMATED ANNUAL COST INCREASE
COLA + Add Pays	2017: 4% 2018: 2% Min/4% Max Tied to Sales Tax 2019: 2% Min/4% Max Tied to Sales Tax	\$412,600 \$ 179,040 \$ 182,650
Payroll Tax on Increases	2017: 2018: 2019:	\$27,609 \$11,970 \$12,177
Benefits	2017: NWFFT 2018: NWFFT 2019: NWFFT	\$ (219,925) \$ (464,944) \$ (495,593)
VEBA	2017 2018 2019	\$163,000 \$326,000 \$326,000
Longevity	No Change	\$0
MERP (Asst. Chiefs Only)	2017: \$100 per member 2018: \$100 per member 2019: \$100 per member	\$2,400 \$2,400 \$2,400
Deferred Comp (Asst. Chiefs Only)	2017 2018 2019	\$4,155 \$4,238 \$4,323
2017	TOTAL: As a percentage of annual payroll:	\$389,839 4.14%
2018	TOTAL: As a percentage of annual payroll:	\$58,704 0.52%
2019	TOTAL: As a percentage of annual payroll:	\$31,957 0.04%



City Council

Approval of Resolution Approving and Authorizing Signature of all Documents Necessary to Receive Federal Grant Funds for the Pacific Avenue Pedestrian Crossing Improvement Project

Agenda Date: 4/25/2017
Agenda Item Number: 4.G
File Number: 17-0435

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

Title

Approval of Resolution Approving and Authorizing Signature of all Documents Necessary to Receive Federal Grant Funds for the Pacific Avenue Pedestrian Crossing Improvement Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing the City Manager to execute all documents necessary to obligate funds for the Pacific Avenue Pedestrian Crossing Improvement Project.

Report

Issue:

Whether to approve and authorize signature of all documents necessary to obligate funds for the Pacific Avenue Pedestrian Crossing Improvement Project

Staff Contact:

Ladd F. Cluff, PLS, City Surveyor, 360.753.8389

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Pacific Avenue Pedestrian Crossing Improvement Project is at 100% design. We now must submit the plans and specifications to the Washington State Department of Transportation (WSDOT) to obligate funding for the construction phase. The total estimated project cost is \$435,000. The federal grant funds total \$327,405.

Olympia Municipal Code Section 3.16.020(C) states that any contract, agreement or other document

with a cost over \$300,000 shall be presented to the City Council for approval prior to execution by the City Manager.

Neighborhood/Community Interests (if known):

The installation of pedestrian crossing improvements at Pacific Avenue/Devoe Street and Pacific Avenue/Lansdale Street will increase driver awareness. The result is increased safety of people crossing at these locations.

Options:

1. Approve the proposed resolution authorizing the City Manager to execute all documents necessary to obligate funds for the Pacific Avenue Pedestrian Crossing Improvement Project. The project will proceed as planned.
2. Direct staff to make modifications to the proposed resolution. The project will be delayed, but will be able to proceed as planned.
3. Do not approve the proposed resolution authorizing the City Manager to execute all documents necessary to obligate funds for the Pacific Avenue Pedestrian Crossing Improvement Project. The City will not proceed with the project and will be required to return the grant funds.

Financial Impact:

The Pacific Avenue Pedestrian Crossing Improvement Project is funded as follows:

Highway Safety Improvement Program	\$327,405
Local Match - CFP Funds	<u>\$107,595</u>
Total Project Cost	\$435,000

Attachments:

- Resolution
- Local Agency Federal Aid Project Prospectus
- Local Agency Agreement
- Vicinity Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND SIGN ALL DOCUMENTS NECESSARY TO APPLY FOR AND TO RECEIVE FEDERAL GRANT FUNDS FOR THE PACIFIC AVENUE PEDESTRIAN CROSSING IMPROVEMENT PROJECT

WHEREAS, the project design for the Pacific Avenue Pedestrian Crossing Improvement Project is complete; and

WHEREAS, the next step is to submit the plans and specifications to WSDOT in order to obligate funds for the construction phase; and

WHEREAS, the total estimated project cost is \$435,000, and the federal grant funds total \$327,405; and

WHEREAS, Olympia Municipal Code Section 3.16.020(C) states that any contract, agreement or other document with a cost over \$300,000 shall be presented to the City Council for approval prior to execution by the City Manager; and

WHEREAS, the installation of pedestrian crossing improvements at Pacific Avenue/Devoe Street and Pacific Avenue/Lansdale Street will increase driver awareness and increase safety of pedestrians crossing Pacific Avenue at these locations; and

WHEREAS, the City desires to apply for and receive all available grant funding and reimbursements associated with this pedestrian improvement known as the Pacific Avenue Pedestrian Improvement Project, which is in the sum of \$327,405;

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

1. The Olympia City Council hereby approves and authorizes the attached form of Local Agency Federal Aid Project Prospectus and Local Agency Agreement between the City of Olympia and WSDOT for the Pacific Avenue Pedestrian Improvement Project and the terms and conditions contained therein.
2. The City Manager or his designee is directed and authorized to execute on behalf of the City of Olympia the attached Local Agency Federal Aid Project Prospectus and Local Agency Agreement, and any other documents necessary to obligate or receive funds for the Pacific Avenue Pedestrian Improvement Project, and to make any minor modifications as may be required and are consistent with the intent of the attached Local Agency Federal Aid Project Prospectus and Local Agency Agreement, or to correct any scrivener's errors that may occur in said documents.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Mark Barber", written over a horizontal line.

CITY ATTORNEY



Prefix		Route	()	Date	4/12/2017
Federal Aid Project Number	HSIP	5282	005	DUNS Number	07-573-2198
Local Agency Project Number	1547G	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001261

Agency City of Olympia	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other
Project Title Pacific Avenue Pedestrian Crossing Improvements		Start Latitude <u>N47.043327</u> Start Longitude <u>W122.860765</u> End Latitude <u>N47.042603</u> End Longitude <u>W122.856934</u>
Project Termini From - To Pacific Ave at Devoe St Pacific Ave at Lansdale Rd		Nearest City Name Olympia
Project Zip Code (+ 4) 98501-2042		
Begin Mile Post N/A	End Mile Post N/A	Length of Project 0.15 miles
Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID N/A	Begin Mile Point N/A	End Mile Point N/A
City Number 0920	County Number 34	County Name 6
WSDOT Region Olympic Region	Legislative District(s) 22	Congressional District(s) 3
Urban Area Number 6		

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$125,120	\$79,045	\$46,075	2	2015
R/W	\$0	\$0	\$0		
Const.	\$324,200	\$42,870	\$281,330	2	2017
Total	\$449,320	\$121,915	\$327,405		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 60-feet	Number of Lanes 5 lanes
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Pacific Avenue is 60-feet wide with two vehicle lanes in each direction, a two-way left turn lane/left turn lane, shoulders in both directions and curb and sidewalk on both sides. There is a fully designed streetlight system. There are unmarked crosswalks at Devoe Street and Lansdale Road.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Install marked crosswalks, pedestrian crossing signing, and Rectangular Rapid Flashing Beacons. Replace or install curb access ramps to meet ADA standards as needed.

Incorporate the installation of pedestrian crossing islands at the Devoe Street and Lansdale Road crosswalk locations.

Local Agency Contact Person Fran Eide, P.E.	Title City Engineer	Phone 360.753.8422
Mailing Address PO Box 1967	City Olympia	State WA
		Zip Code 98507-1967

Project Prospectus Approval

By _____ Title City Engineer

Approving Authority _____ Date _____

Agency City of Olympia	Project Title Pacific Avenue Pedestrian Crossing Improvements	Date 4/12/2017
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Type of Proposed Work			
Project Type (Check all that Apply)			Roadway Width
<input type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	<input type="checkbox"/> 3-R	N/A
<input type="checkbox"/> Reconstruction	<input checked="" type="checkbox"/> Pedestrian / Facilities	<input type="checkbox"/> 2-R	N/A
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking	<input type="checkbox"/> Other	
<input type="checkbox"/> Bridge			

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS <input checked="" type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS <input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input checked="" type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input checked="" type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	30 MPH	25 MPH
Design Speed	30 MPH	25 MPH
Existing ADT	21820	1030
Design Year ADT	23350	1320
Design Year	2035	2035
Design Hourly Volume (DHV)	2335	135

Performance of Work		
Preliminary Engineering Will Be Performed By City of Olympia	Others %	Agency 100 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations

Agency City of Olympia	Project Title Pacific Avenue Pedestrian Crossing Improvements	Date 4/12/2017
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Right of Way

<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
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Utilities <input checked="" type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input type="checkbox"/> All utility work will be completed in coordination with the construction contract	Railroad <input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All railroad work will be completed in coordination with the construction contract
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Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Relocation or adjustment of existing underground utilities are not necessary due to the construction of the pedestrian crossing improvements.

FAA Involvement
 Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

N/A

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Olympia

Date _____

By _____
 Mayor/Chairperson

Agency City of Olympia		Supplement Number 1
Federal Aid Project Number HSIP-5282(005)	Agreement Number LA 8667	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on 5/29/2015

All provisions in the basic agreement remain in effect except as modified by this supplement.

The change to the agreement are as follows:

Project Description

Name Pacific Avenue Pedestrian Crossing Improvements

Length 0.15 Miles

Termini Pacific Avenue at Devoe Street, Pacific Avenue at Lansdale Road

Description of Work No Change

Install marked crosswalks, pedestrian crossing signing, and Rectangular Rapid Flashing Beacons. Replace or install curb access ramps to meet ADA standards as needed. Install pedestrian crossing islands at Devoe Street & Lansdale Road crosswalk locations.

Reason for Supplement

Obligate construction funds, and adjust PE to actual expenditures by moving unneeded ROW funds into PE.

Are you claiming indirect cost rate? Yes No

Project Agreement End Date 12/31/2019

Does this change require additional Right of Way or Easements? Yes No Advertisement Date: 8/1/2017

Type of Work	Estimate of Funding				
	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 90 % a. Agency	18,428.00	27,766.00	46,194.00	4,619.00	41,575.00
b. Other Eligible Non-Fed Funded	41,572.00	32,354.00	73,926.00	73,926.00	0.00
Federal Aid Participation Ratio for PE c. Other			0.00		
d. State	5,000.00		5,000.00	500.00	4,500.00
e. Total PE Cost Estimate (a+b+c+d)	65,000.00	60,120.00	125,120.00	79,045.00	46,075.00
Right of Way % f. Agency			0.00		
g. Other			0.00		
Federal Aid Participation Ratio for RW h. Other			0.00		
i. State			0.00		
j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction 100 % k. Contract		252,200.00	252,200.00	0.00	252,200.00
l. Other			0.00		
m. Other			0.00		
Federal Aid Participation Ratio for CN n. Other Eligible Non-Fed Funded		42,870.00	42,870.00	42,870.00	
o. Agency		24,130.00	24,130.00	0.00	24,130.00
p. State		5,000.00	5,000.00	0.00	5,000.00
q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	324,200.00	324,200.00	42,870.00	281,330.00
r. Total Project Cost Estimate (e+j+q)	65,000.00	384,320.00	449,320.00	121,915.00	327,405.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By
Title City Manager

By
Director, Local Program
Date Executed

Agency City of Olympia	Supplement Number 1
Federal Aid Project Number HSIP-5282(005)	Agreement Number LA 8667
	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

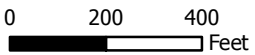
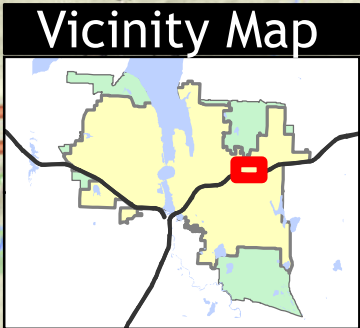
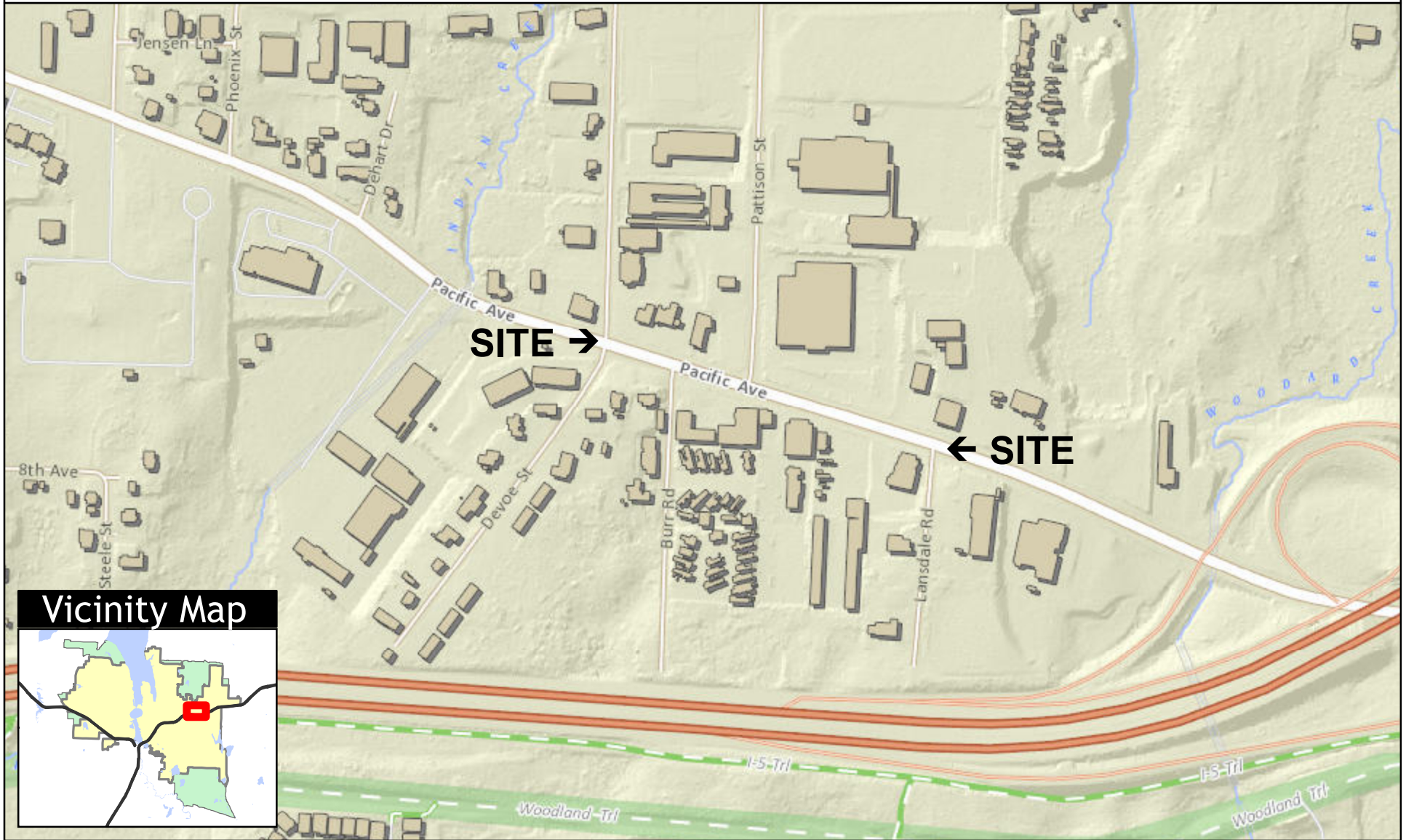
XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).



Pacific Avenue Pedestrian Crossings

Vicinity Map



1 inch = 400 feet

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



Map printed 4/17/2017



City Council

Approval of Resolution Approving and Authorizing Signature of all Documents Necessary to Receive Federal Grant Funds for the Boulevard Road-Morse Merryman Roundabout Project

Agenda Date: 4/25/2017
Agenda Item Number: 4.H
File Number: 17-0442

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

Title

Approval of Resolution Approving and Authorizing Signature of all Documents Necessary to Receive Federal Grant Funds for the Boulevard Road-Morse Merryman Roundabout Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing the City Manager to execute all documents necessary to obligate funds for the Boulevard Road-Morse Merryman Roundabout Project

Report

Issue:

Whether to approve and authorize signature of all documents necessary to obligate funds for the Boulevard Road-Morse Merryman Roundabout Project.

Staff Contact:

Jim Rioux, Project Manager, Public Works Engineering, 360.753.8484

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Boulevard Road-Morse Merryman Roundabout Project is at 100% design. The next step is to submit the plans and specifications to Washington State Department of Transportation (WSDOT) in order to obligate funds for the construction phase. The total estimated cost of construction is \$5,260,675. The federal grant funds total \$799,057.

Olympia Municipal Code Section 3.16.020(C) states that any contract, agreement or other document

with a cost over \$300,000 shall be presented to the City Council for approval prior to execution by the City Manager.

Neighborhood/Community Interests (if known):

The construction of the roundabout at Boulevard Road-Morse Merryman completes the improvements identified in the Boulevard Road Corridor Study. Installation of this roundabout will improve safety for vehicles, people walking, and bicyclists who travel through this intersection.

Options:

1. Approve the proposed resolution authorizing the City Manager to execute all documents necessary to obligate funds for the Boulevard Road-Morse Merryman Roundabout Project. The project will proceed as planned.
2. Direct staff to make modifications to the proposed resolution. The project will be delayed, but will proceed as planned.
3. Do not approve the proposed resolution authorizing the City Manager to execute all documents necessary to obligate funds for the Boulevard Road-Morse Merryman Roundabout Project. The City will not proceed with the project and will have to return the grant funds.

Financial Impact:

Funding for the construction phase of the Boulevard Road-Morse Merryman Roundabout Project:

Surface Transportation Program Grant	\$ 799,057
Transportation Improvement Board Funds	\$1,266,375
Local Match - Transportation Impact Fees	\$ 2,526,343
Utility Funds - Drinking Water	<u>\$ 668,900</u>
Total Construction Cost	\$5,260,675

Attachments:

Resolution
Local Agency Federal Aid Project Prospectus
Local Agency Agreement
Vicinity Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND SIGN ALL DOCUMENTS NECESSARY TO APPLY FOR AND TO RECEIVE FEDERAL GRANT FUNDS FOR THE BOULEVARD ROAD-MORSE MERRYMAN ROUNDABOUT PROJECT

WHEREAS, the project design for the Boulevard Road-Morse Merryman Roundabout Project is complete; and

WHEREAS, the next step is to submit the plans and specifications to WSDOT in order to obligate funds for the construction phase; and

WHEREAS, the total estimated cost of construction for the Boulevard Road-Morse Merryman Roundabout project is \$5,260,675, and the federal grant funds total \$799,057; and

WHEREAS, Olympia Municipal Code Section 3.16.020(C) states that any contract, agreement or other document with a cost over \$300,000 shall be presented to the City Council for approval prior to execution by the City Manager; and

WHEREAS, the construction of the roundabout at Boulevard Road-Morse Merryman completes the improvements identified in the Boulevard Road Corridor Study, and installation of this roundabout will improve safety for the public, including vehicles, pedestrians, and bicyclists who travel through this intersection; and

WHEREAS, the City desires to apply for and receive all available grant funding and reimbursements associated with this transportation improvement known as the Boulevard Road-Morse Merryman Roundabout Project, which is in the sum of \$799,057;

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

1. The Olympia City Council hereby approves and authorizes the attached form of Local Agency Federal Aid Project Prospectus and Local Agency Agreement between the City of Olympia and WSDOT for the Boulevard Road-Morse Merryman Roundabout project and the terms and conditions contained therein.
2. The City Manager or his designee is directed and authorized to execute on behalf of the City of Olympia the attached Local Agency Federal Aid Project Prospectus and Local Agency Agreement, and any other documents necessary to obligate or receive funds for the Boulevard Road-Morse Merryman Project, and to make any minor modifications as may be required and are consistent with the intent of the attached Local Agency Federal Aid Project Prospectus and Local Agency Agreement, or to correct any scrivener's errors that may occur in said documents.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



**Local Agency Federal Aid
Project Prospectus**

Prefix	Route	()	Date	04-15-2017
Federal Aid Project Number STPUS	5253	003	DUNS Number	07-573-2198
Local Agency Project Number 1340G	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001261

Agency City of Olympia	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title Boulevard Rd-Morse -Merryman Rd Roundabout	Start Latitude N 47.02034 End Latitude N 47.016359	Start Longitude W 122.865253 End Longitude W 122.865251			
Project Termini From-To Inter. Boulevard Rd & MorseMerryman Rd	Nearest City Name Olympia	Project Zip Code (+4) 98501-5969			
Begin Mile Post NA	End Mile Post NA	Length of Project 0.26 miles	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID NA	Begin Mile Point NA	End Mile Point NA	City Number 0920	County Number 34	County Name Thurston
WSDOT Region Olympic Region	Legislative District(s) 22	Congressional District(s) 10	Urban Area Number 6		

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	\$ 1,335,000.00	\$ 760,745.00	\$ 574,256.00	07/2013
R/W	\$ 278,000.00	\$ 278,000.00		02/20125
Const.	\$ 5,260,675.00	\$ 4,461,618.00	\$ 799,057.00	07/2017
Total	\$ 6,873,675.00	\$ 5,500,363.00	\$ 1,373,313.00	

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 34 feet	Number of Lanes 2 vehicle lanes and 2 bike lanes
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The existing intersection is a "T" intersection with a stop sign on Morse-Merryman Rd. The intersection will fall below congestion standards within six years.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Construct a single- lane roundabout, sidewalks, planter strips , street lighting, bike lanes, stormwater improvements, underground utilities, abandon and replace existing asbestos concrete (AC) water mains and complete sanitary system improvements.

Local Agency Contact Person Mark Russell	Title Director of Transporation	Phone (360) 753-8762	
Mailing Address P.O. Box 1967	City Olympia	State WA	Zip Code 98507-1967

Project Prospectus	By _____ Approving Authority
	Title _____ Date _____

Agency City of Olympia	Project Title Boulevard Rd-Morse -Merryman Rd Rounda	Date 04-15-2017
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Type of Proposed Work

Project Type (Check all that Apply)	Roadway Width NA	Number of Lanes NA
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input checked="" type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge		

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Principal Arterial <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
	<input checked="" type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input type="checkbox"/> Minor Arterial <input checked="" type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35	35
Design Speed	30	30
Existing ADT	9260	5020
Design Year ADT	13300	11150
Design Year	2035	2035
Design Hourly Volume (DHV)	1330	1115

Performance of Work

Preliminary Engineering Will Be Performed By City of Olympia	Others 25% %	Agency 85 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification

<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	<input checked="" type="checkbox"/> Class III - Categorically Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
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Environmental Considerations
None

Agency City of Olympia	Project Title Boulevard Rd-Morse -Merryman Rd Rounda	Date 04-15-2017
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Right of Way

<input type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	<input checked="" type="checkbox"/> Right of Way Needed <input checked="" type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
---	--	--

Utilities	Railroad
<input type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract	<input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Undergrounding of some utilities will occur within the project limits. Relocation or adjustments of existing underground utilities as needed to construction of the roundabout, Water main replacement will occur to ensure the water main has a service life at least as long as the service life of the new roadway.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

Remarks

N/A

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency _____
 Date _____ By _____ Mayor/Chairperson

Agency City of Olympia		Supplement Number 1
Federal Aid Project Number STPUS-5253(003)	Agreement Number LA-8177	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on
All provisions in the basic agreement remain in effect except as modified by this supplement.
The change to the agreement are as follows:

Project Description

Name Boulevard Road and Morse-Merryman Road Roundabout Length 0.26 miles

Termini Intersection of Boulevard Road and Morse-Merryman Road

Description of Work No Change

Construct a single lane roundabout, sidewalks, planter strips, street lighting, bike lanes, stormwater improvements, underground utilities abandon and replace existing asbestos concrete (AC) water main pipes and complete sanitary sewer improvements

Reason for Supplement

Obligate CN funds

Correct the project length and description of work to include water and sewer work which will be completed using local funds only.

Are you claiming indirect cost rate? Yes No Project Agreement End Date 06/30/2019

Does this change require additional Right of Way or Easements? Yes No Advertisement Date: 6/4/2017

Type of Work	Estimate of Funding				
	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 86.5 %					
a. Agency	661,380.00		661,380.00	89,286.00	572,094.00
b. Other Elig. Non Fed Funded		586,120.00	586,120.00	586,120.00	
Federal Aid Participation Ratio for PE		85,000.00	85,000.00	85,000.00	
c. Other Non Eligible		85,000.00	85,000.00	85,000.00	
d. State	2,500.00		2,500.00	339.00	2,162.00
e. Total PE Cost Estimate (a+b+c+d)	663,880.00	671,120.00	1,335,000.00	760,745.00	574,256.00
Right of Way NA %					
f. Agency			0.00		
g. Other Elig. Non Fed Funded		278,000.00	278,000.00	278,000.00	
Federal Aid Participation Ratio for RW			0.00		
h. Other			0.00		
i. State			0.00		
j. Total R/W Cost Estimate (f+g+h+i)	0.00	278,000.00	278,000.00	278,000.00	0.00
Construction 86.5 %					
k. Contract		913,765.00	913,765.00	123,358.00	790,407.00
l. Other Elig. Non Fed Funded		2,716,147.00	2,716,147.00	2,716,147.00	
Federal Aid Participation Ratio for CN		1,620,763.00	1,620,763.00	1,620,763.00	
m. Other Non Eligible		1,620,763.00	1,620,763.00	1,620,763.00	
n. Other			0.00		
o. Agency			0.00		
p. State		10,000.00	10,000.00	1,350.00	8,650.00
q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	5,260,675.00	5,260,675.00	4,461,618.00	799,057.00
r. Total Project Cost Estimate (e+j+q)	663,880.00	6,209,795.00	6,873,675.00	5,500,363.00	1,373,313.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By
Title

By
Director, Local Program
Date Executed

Agency City of Olympia		Supplement Number 1
Federal Aid Project Number STPUS-5253(003)	Agreement Number LA-8177	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

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The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

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The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

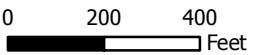
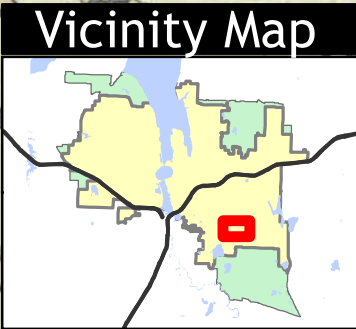
XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).



Boulevard and Morse-Merryman Roundabout

Vicinity Map



1 inch = 400 feet

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Map printed 4/17/2017



City Council

Approval of Resolution Approving and Authorizing Signature of All Documents Necessary to enter into an Agreement with Puget Sound Energy Green Direct Program

Agenda Date: 4/25/2017
Agenda Item Number: 4.1
File Number: 17-0465

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

Title

Approval of Resolution Approving and Authorizing Signature of All Documents Necessary to enter into an Agreement with Puget Sound Energy Green Direct Program

Recommended Action

Committee Recommendation:

The Finance Committee voted unanimously in favor of the staff recommendation to pursue a 20-year Green Direct agreement with Puget Sound Energy.

City Manager Recommendation:

Move to approve a resolution authorizing the City Manager to enter into a long-term, 20-year agreement with Puget Sound Energy to purchase renewable energy through the Green Direct Program.

Report

Issue:

Whether to enter into a long-term agreement with Puget Sound Energy to purchase renewable energy through the Green Direct Program.

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Since 2006, the City of Olympia has purchased "green power" from Puget Sound Energy (PSE) to offset 100% of the electricity consumed by the City's water related utilities. This green power, otherwise known as renewable energy credits (RECs), represents the environmental attributes of renewable energy. These RECs are sold separately from the electricity and are purchased by people or organizations wanting to support developing renewable sources of energy.

In 2016, the City made a one-time, bulk purchase of RECs from PSE that was sufficient to offset 100% of its electricity use city-wide. This one-time, low cost option was no longer available in 2017.

Representatives from Puget Sound Energy recently approached the City about a new “Green Direct” program beginning in 2019. This new program offers large customers the opportunity to directly purchase renewable energy (both electricity and RECs). The program has been approved by the Washington State Utilities and Transportation Commission under Schedule 139 (see attached).

Based on the interest in this new program, PSE is moving forward with a contract for purchase of wind power from a new, planned project in the south Thurston County/north Lewis County area. Under this program, the City could acquire all of its power from renewable energy sources generated nearby.

At this time, PSE has commitments to support 75 percent of the project. PSE is selling only a limited amount of renewable energy under this program and expects it to be fully committed this year. The next open enrollment period starts May 1 and extends through July 31, 2017. In order to qualify, the City needs to purchase 100% of its energy through the Green Direct program. The City used 8.4 million kwh of electricity in 2016.

The Green Direct program requires a long-term commitment. The available contract terms are 10-years, 15-years and 20-years. The longer term options would have slightly lower annual costs for the City. The cost of the renewable energy is fixed with a guaranteed 2% annual inflation factor. When compared to the cost of traditional electricity purchases, it is possible that the City could save money through the Green Direct program.

Under the Green Direct Program, the City would pay the renewable energy power costs (these are fixed), along with traditional costs of transmission, customer service, billing, etc. The cost of traditional “energy related power” costs are credited back to the City. As a result, whether the City saves money or spends more under the Green Direct Program depends on the level of traditional “energy-related power” cost increases over the life of the contract.

Based on the rate formula provided in the attached Schedule 139 Voluntary Long Term Renewable Energy Service Agreement, this break-even threshold appears to be 2.2 percent annually over the life of a 20-year contract. In other words, if regular electricity power costs go up more than 2.2 percent annually, the City would save money under the 20-year Green Direct agreement. Under a 10-year agreement, this break-even threshold is higher - at 2.7 percent. Given the uncertainty of future costs related to PSE’s retirement of coal plants and other rising costs, the Green Direct program looks very favorable.

In summary, after reviewing the program details, staff believes the Green Direct Program provides a cost-effective way to obtain 100% of the City’s electricity from renewable energy sources. It provides some cost certainty and could save the City money over time. In addition, it will lead to the development of a renewable energy facility within our region, thereby benefitting our regional economy. Finally, it supports the City’s Comprehensive Plan goals related to climate change and emissions reduction.

According to PSE, several other municipalities are pursuing Green Direct contracts, including King

County, and the Cities of Anacortes, Mercer Island and Bellevue. Several others are currently evaluating it.

The Council Finance Committee voted unanimously in favor of the staff recommendation to pursue a 20-year Green Direct agreement with PSE.

Neighborhood/Community Interests (if known):

Several community groups, including Thurston Climate Action Team, have expressed support for City action on reducing greenhouse emissions. The City of Olympia is highly ranked nationally for the percentage of residents that choose to purchase green power (or renewable energy credits).

Options:

1. Move to approve a resolution authorizing the City Manager to enter into a long-term 20-year agreement with Puget Sound Energy to purchase renewable energy through the Green Direct Program. This option supports the City's climate goals by purchasing 100% renewable energy, and establishes cost certainty over the life of the contract.
2. Move to authorize the City Manager to enter into a long-term 10-year contract with PSE for purchase of renewable energy through PSE's Green Direct program. This option has slightly higher costs, but is a shorter-term commitment.
3. Recommend to City Council that the City not purchase renewable energy or renewable energy credits. This option may cost less or more over time (difficult to predict), but may be perceived as counter to the City's climate goals.

Financial Impact:

Funding would come from existing program budgets. Whether the City will save or spend more under the Green Direct program will depend on the level of traditional electricity rate increases over time.

Attachments:

Resolution

Puget Sound Energy Electric Tariff G - Schedule 139 Voluntary Long Term Renewable Energy Purchase Rider

Puget Sound Energy - Schedule 139 Voluntary Long-Term Renewable Energy Service Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A SCHEDULE 139 VOLUNTARY LONG TERM RENEWABLE ENERGY SERVICE AGREEMENT WITH PUGET SOUND ENERGY FOR THE PURCHASE RENEWABLE, CLEAN ENERGY FOR THE CITY OF OLYMPIA.

WHEREAS, since 2006, the City of Olympia has purchased renewable, clean power, also known as "green power," from Puget Sound Energy (PSE) to offset 100% of the electricity consumed by the City's water related utilities; and

WHEREAS, green power, otherwise known as renewable energy credits (RECs), represents the environmental attributes of renewable energy and these RECs are sold separately from the electricity and are purchased by people or organizations wanting to support developing renewable sources of energy that are more environmentally friendly than coal or other carbon based sources; and

WHEREAS, in 2016, the City made a one-time, bulk purchase of RECs from PSE that was sufficient to offset 100% of the City's electricity use city-wide, but this one-time, low cost option was no longer available in 2017; and

WHEREAS, representatives from Puget Sound Energy have approached the City about participation in a new "Green Direct" program beginning in 2019 which offers large customers the opportunity to directly purchase renewable energy (both electricity and RECs), and said program has been approved by the Washington State Utilities and Transportation Commission under Schedule 139; and

WHEREAS, due to interest in this new program, PSE is moving forward with a contract for purchase of wind power from a new, planned project in the south Thurston County/north Lewis County area whereby the City could acquire all of its power from renewable energy sources generated nearby and which project would benefit the local and regional economy; and

WHEREAS, PSE has commitments to support 75 percent of the project and is selling only a limited amount of renewable energy under this program and expects it to be fully committed this year; and

WHEREAS, the next open enrollment period starts May 1, 2017 and extends through July 31, 2017, and in order to qualify, the City is required to purchase 100% of its energy through the Green Direct program; and

WHEREAS, the City and its water related utilities consumed 8.4 million kWh of electricity in 2016; and

WHEREAS, the Green Direct program with PSE requires a long-term commitment and the available contract terms are 10-years, 15-years and 20-years. The longer term options would have slightly lower annual costs for the City and the cost of the renewable energy is fixed with a guaranteed 2% annual inflation factor, and when compared to the cost of traditional electricity purchases, it is possible that the City could save money through participation in the Green Direct program; and

WHEREAS, under the Green Direct Program, the City would pay the renewable energy power costs (these are fixed), along with traditional costs of transmission, customer service, billing, etc., but the cost of traditional "energy related power" costs are credited back to the City. As a result, whether the City saves money or spends more under the Green Direct Program depends on the level of traditional "energy-related power" cost increases over the life of the contract; and

WHEREAS, based on the rate formula provided in the attachment to the Schedule 139 Voluntary Long Term Renewable Energy Service Agreement, the break-even threshold appears to be 2.2 percent annually over the life of a 20-year contract. If regular electricity power costs go up more than 2.2 percent annually, the City may save money under the 20-year Green Direct agreement. Under a 10-year agreement, this break-even threshold is higher at 2.7 percent. Given the uncertainty of future costs related to PSE's retirement of coal plants and other rising costs, the Green Direct program looks very favorable; and

WHEREAS, after reviewing program details, City staff believes the Green Direct Program provides a cost-effective way to obtain 100% of the City's electricity from renewable energy sources, and it also provides the City with some degree of cost certainty, and could save the City money over time; and

WHEREAS, the Green Direct program will additionally lead to the development of a renewable energy facility within our region, thereby benefitting our regional economy, and also supports the City's Comprehensive Plan goals related to climate change and emissions reduction; and

WHEREAS, according to PSE, other municipalities and governmental entities are pursuing Green Direct contracts, including King County, Anacortes, Mercer Island and Bellevue, and others are currently evaluating entering into a Schedule 139 Voluntary Long Term Renewable Energy Service Agreement with PSE; and

WHEREAS, the Council's Finance Committee voted unanimously in favor of the staff recommendation to pursue a 20-year Green Direct agreement with PSE, and several community groups, including Thurston Climate Action Team, have expressed support for City action on reducing greenhouse emissions, and the City of Olympia is highly ranked nationally for the percentage of residents that choose to purchase green power or renewable energy credits;

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

1. The Olympia City Council hereby approves the attached form of Schedule 139 Voluntary Long Term Renewable Energy Service Agreement with Puget Sound Energy and Puget Sound Energy's Electric Tariff G – Schedule 139 Voluntary Long Term Renewable Energy Purchase Rider.
2. The City Manager, or his designee, is directed and authorized to enter into a long-term 20-year agreement with Puget Sound Energy to purchase renewable energy through the Green Direct Program, and to execute the attached Schedule 139 Voluntary Long Term Renewable Energy Service Agreement with Puget Sound Energy on behalf of the City of Olympia and any related documents, and to make any minor modifications as may be required and are consistent with the intent of the attached Agreement, or to correct any scrivener's errors that may appear in said documents.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Mark Barber", written over a horizontal line.

CITY ATTORNEY

**PUGET SOUND ENERGY
Electric Tariff G**

**SCHEDULE NO. 139
VOLUNTARY LONG TERM RENEWABLE ENERGY
PURCHASE RIDER**

(N)

1. PREFACE:

- a. The Company and many Customers have worked together to encourage the development of Renewable Energy resources that (i) will provide clean energy to Customers at a long-term contracted rate, (ii) support the local economy, and (iii) could be publicized and leveraged for external benefit.
- b. This Schedule is designed to provide Customers a voluntary opportunity to purchase Renewable Energy as established by RCW 19.29A.090.
- c. Service under this Schedule is provided through: 1) the purchase of Renewable Energy from resources the Company owns or contracts for and delivered to the Company's Balancing Authority Area, and 2) Renewable Energy Credits, where applicable, obtained by the Company and transferred to the Customer that have been created with the electricity production.
- d. As this is a retail product, the Renewable Energy Credits, when available, must be retired by the Customer in WREGIS or they may be retired by the Company on behalf of the Customer.

2. AVAILABILITY:

- a. Service under this Schedule is available after January 1, 2017, to Customers taking Electric Service on any of the following schedules: 24, 25, 26, 31, 40, 43, 46 and 49.
- b. At the time an Enrollment Request is submitted, Customers must have a minimum aggregated load of 10,000,000 kWh annually with PSE, or be a municipal, county, state or federal institution. Customers may choose which service address(es) to subscribe to this service. Customers must contract for 100% of the load of all meters located at each service address under contract for Renewable Energy.

(Continued on Sheet No. 139-A)

(N)

Issued: August 1, 2016

Effective: September 30, 2016

Advice No.: 2016-22

By Authority of Order 01 of the Washington Utilities and Transportation Commission in Docket UE-160977

Issued By Puget Sound Energy

By:



Ken Johnson

Title: Director, State Regulatory Affairs

**PUGET SOUND ENERGY
Electric Tariff G**

**SCHEDULE NO. 139
VOLUNTARY LONG TERM RENEWABLE ENERGY
PURCHASE RIDER (Continued)**

(N)

2. AVAILABILITY (Continued):

- c. Service is available after entering into a Service Agreement under this Schedule (the "Service Agreement" attached to this Schedule as Attachment A) for a minimum term. After expiration of such term, service is available under another multi-year contract, unless terminated as provided herein.
- d. The aggregate subscription under this Schedule will be initially limited to a total load of 75 average megawatts (aMW) and the load amount will be re-evaluated when the 75 aMW amount is reached.

3. DEFINITIONS: The following terms shall have the meanings specified below when used in this Schedule.

- a. **Balancing Authority Area:** The collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area. Where the Balancing Authority is defined as: the responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports interconnection frequency in real time.
- b. **Enrollment Request:** A Customer request for service under this Schedule.
- c. **Renewable Energy:** Energy defined in RCW 19.29A.090 as qualified alternative energy resources, means the electricity produced from generation facilities fueled by energy sources that include wind; solar energy; geothermal energy; landfill gas; wave or tidal action; gas produced during the treatment of wastewater; qualified hydropower; or biomass energy based on animal waste or solid organic fuels from wood, forest, or field residues or dedicated energy crops that do not include wood pieces that have been treated with chemical preservatives such as creosote, pentachlorophenol, or copper-chrome-arsenic.

(Continued on Sheet No. 139-B)

(N)

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**PUGET SOUND ENERGY
Electric Tariff G**

**SCHEDULE NO. 139
VOLUNTARY LONG TERM RENEWABLE ENERGY
PURCHASE RIDER (Continued)**

(N)

3. **DEFINITIONS:** The following terms shall have the meanings specified below when used in this Schedule (Continued).

- d. Open Season: The time periods described in Section 6 of this Schedule when Customers may submit Enrollment Requests to the Company.
- e. Renewable Energy Credits: Also known as Renewable Energy Certificates or RECs, represent the environmental attributes associated with 1 megawatt-hour of renewable electricity generated and delivered to the power grid.
- f. Renewable Subscription Resource Option or Resource Option: The resource listed in Section 10 of this Schedule that is chosen by the Customer.
- g. WREGIS: The Western Renewable Energy Generation Information System is an independent, Renewable Energy tracking system for the region covered by the Western Electricity Coordinating Council.

4. **TYPE OF SERVICE:**

Service under this Schedule is provided through: 1) the purchase of Renewable Energy provided through resources the Company owns or contracts and delivered to the Company's Balancing Authority Area, and 2) Renewable Energy Credits, where applicable, obtained by the Company and transferred to the Customer that have been created with the electricity production. The Customer will continue to receive fully bundled service.

5. **CONDITIONS OF SERVICE:**

- a. The Customer may receive service under this Schedule through: i) an enrollment process during designated Open Seasons, and ii) a multi-year Service Agreement.
- b. Customer participation in this program may be limited by the Company to balance Customer demand with available qualified alternative Renewable Energy resources, adequate transmission facilities, and capacity to the Company's Balancing Authority Area.

(Continued on Sheet No. 139-C)

(N)

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**PUGET SOUND ENERGY
Electric Tariff G**

**SCHEDULE NO. 139
VOLUNTARY LONG TERM RENEWABLE ENERGY
PURCHASE RIDER (Continued)**

(N)

5. CONDITIONS OF SERVICE (Continued):

- c. Service is available after entering into a Service Agreement under this Schedule (the "Service Agreement" attached to this Schedule as Attachment A) for a minimum term. After expiration of such term, service is available under another multi-year contract, unless terminated as provided herein.
- d. The aggregate subscription under this Schedule will be initially limited to a total load of 75 average megawatts (aMW) and the load amount will be re-evaluated when the 75 aMW amount is reached.
- e. If the Renewable Energy produced by the Resource Option(s) and purchased by the Company is insufficient in any calendar year to satisfy the full requirements of the Customer, the Company will work with the Customer to source and retire for the Customer RECs from alternative resources, with costs limited to the net amount to be collected under Schedule 139 from the Customer for the remainder of the calendar year.
- f. If, at the Company's determination, the resources will not be adequate to meet the full requirements of the Customer, the Company may terminate the Service Agreement with no liability to the Customer or to the Company. If a replacement resource can be mutually agreed upon then a new Service Agreement will be created.
- g. The Company may file a request to discontinue this Schedule with the WUTC at any time in the future. Termination of this Schedule will terminate all Service Agreements entered into with Customers effective on the date of such termination. Prior to the effective date of such termination, the Company may work with participating Customers to transition them to an existing green power option that the Company is providing at that time.
- h. Customer authorizes that the Company may run a credit report on Customer and/or request audited financial statements for the purpose of determining the Customer's creditworthiness for this service.

(Continued on Sheet No. 139-D)

(N)

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Ken Johnson

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**PUGET SOUND ENERGY
Electric Tariff G**

**SCHEDULE NO. 139
VOLUNTARY LONG TERM RENEWABLE ENERGY
PURCHASE RIDER (Continued)**

(N)

6. ENROLLMENT:

- a. Customers who choose to take service under this Schedule must complete the Company's enrollment process to participate in this service. Initiation of service under this rider will occur following acceptance and processing of the Enrollment Request by the Company.
- b. Customers interested in the Renewable Subscription Resource Option will complete an Enrollment Request during the designated Open Season. Customers may also request additional resources to be built/purchased at a future date which will meet the guidelines of RCW 19.29A.090.
- c. The Company will manage the overall quantity of Renewable Energy that can be contracted under this option. The available quantity will depend on the amount of resource(s) that are available upon completion of the resource acquisition. The Company will endeavor to provide the Renewable Energy preferred by the Customer, but reserves the right to designate at the time of entering the Service Agreement.
- d. The first Open Season will begin no sooner than 1:00 p.m. on September 1, 2016 and remain open until 5:00 p.m. on October 31, 2016. The first Resource Options will be available for delivery no earlier than January 1, 2019, under this Schedule.
- e. From 2017 onward, the annual Open Season will begin at 1:00 p.m. the first business day on or after May 1st and remain open until 5:00 p.m. the last full business day before or on July 31st of the same year.
- f. The Customer and Company will execute a Service Agreement (Attachment A) that will include the contract period, energy rates, early termination fee and other additional terms and conditions.

(Continued on Sheet No. 139-E)

(N)

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Ken Johnson

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**PUGET SOUND ENERGY
Electric Tariff G**

**SCHEDULE NO. 139
VOLUNTARY LONG TERM RENEWABLE ENERGY
PURCHASE RIDER (Continued)**

(N)

7. TERMINATION BY CUSTOMER:

Customers who choose to discontinue their service under this Schedule will be charged for the net cost of the remaining Renewable Energy that was to be delivered to the Customer under the remaining term of the Service Agreement. This amount will be based on: 1) the remaining term of the Service Agreement, 2) the amount of annual Renewable Energy needs ("full requirements") of each of the discontinued Customer' locations as listed in Section 5 of the Service Agreement, 3) the contracted energy rates agreed to in Section 7 of the Service Agreement, and 4) a credit for PSE's then-current avoided costs (filed consistent with WAC 480-107-055). Termination of service under this Schedule will follow receipt and processing of the termination request by the Company.

8. MONTHLY RATES:

In addition to charges under the Customer's existing Electric Service schedule, Schedule 139 monthly rates include: 1) a credit for the energy-related power cost component of the Energy Charge of the Customer's Electric Service schedule, and 2) a charge for the Renewable Energy. Charges will commence with the Customer's normal billing cycle for that specific account(s) under which the Customer is already taking Electric service.

- a. Energy Charge Credit:
(\$0.0470009) per kWh
- b. Resource Option Energy Charge:
Listed in Section 9.

Charges under this Schedule will be in addition to all the other charges under the Customer's existing Electric Service schedule. The Energy Charge Credit will be updated with each general rate case, power cost only rate case, or other power-related filings.

(Continued on Sheet No. 139-F)

(N)

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**PUGET SOUND ENERGY
Electric Tariff G**

**SCHEDULE NO. 139
VOLUNTARY LONG TERM RENEWABLE ENERGY
PURCHASE RIDER (Continued)**

(N)

9. RESOURCE OPTIONS:

a. Wind: 20 Year (13901W20)

Calendar Year	2019	2020	2021	2022	2023
Rate per kWh	\$0.05021	\$0.05122	\$0.05224	\$0.05329	\$0.05435

Calendar Year	2024	2025	2026	2027	2028
Rate per kWh	\$0.05544	\$0.05655	\$0.05768	\$0.05883	\$0.06001

Calendar Year	2029	2030	2031	2032	2033
Rate per kWh	\$0.06121	\$0.06244	\$0.06368	\$0.06496	\$0.06626

Calendar Year	2034	2035	2036	2037	2038
Rate per kWh	\$0.06758	\$0.06893	\$0.07031	\$0.07172	\$0.07315

b. Wind: 15 Year (13901W15)

Calendar Year	2019	2020	2021	2022	2023
Rate per kWh	\$0.05063	\$0.05164	\$0.05268	\$0.05373	\$0.05480

Calendar Year	2024	2025	2026	2027	2028
Rate per kWh	\$0.05590	\$0.05702	\$0.05816	\$0.05932	\$0.06051

Calendar Year	2029	2030	2031	2032	2033
Rate per kWh	\$0.06172	\$0.06295	\$0.06421	\$0.06549	\$0.06680

Continued on Sheet No. 139-G)

(N)

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**PUGET SOUND ENERGY
Electric Tariff G**

**SCHEDULE NO. 139
VOLUNTARY LONG TERM RENEWABLE ENERGY
PURCHASE RIDER (Continued)**

(N)

9. **RESOURCE OPTIONS** (Continued):

c. Wind: 10 Year (13901W10)

Calendar Year	2019	2020	2021	2022	2023
Rate per kWh	\$0.05111	\$0.05213	\$0.05318	\$0.05424	\$0.05532

Calendar Year	2024	2025	2026	2027	2028
Rate per kWh	\$0.05643	\$0.05756	\$0.05871	\$0.05989	\$0.06108

10. **ADJUSTMENTS:** Rates in this Schedule are subject to adjustment by such other schedules in this Tariff as may apply.

11. **GENERAL RULES AND PROVISIONS:** Service under this Schedule is subject to the General Rules and Provisions contained in the Company's Tariff, as they may be modified from time to time, and to other schedules of this Tariff that may from time to time apply to this schedule.

(N)

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Issued By Puget Sound Energy

By: 

Ken Johnson

Title: Director, State Regulatory Affairs

PUGET SOUND ENERGY

**SCHEDULE 139
VOLUNTARY LONG TERM RENEWABLE ENERGY SERVICE AGREEMENT****Attachment "A" – Service Agreement**

THIS SCHEDULE 139 VOLUNTARY LONG TERM RENEWABLE ENERGY SERVICE AGREEMENT ("Service Agreement"), dated as of the _____, is made and entered into by and between City of Olympia (the "Customer") and PUGET SOUND ENERGY, a Washington Corporation, (the "Company"), for service under the Company's Electric Tariff G Schedule 139. Terms defined in Schedule 139 and in the General Rules and Provisions (Schedule 80) of the Company's tariff for electric service shall have the same meanings where used in this Agreement.

RECITALS

- A. The Company is a public service company engaged in the sale and delivery of electric energy pursuant to its Electric Tariff G.
- B. Customer is receiving Electric Service under the Company's Electric Tariff G, Schedule 24, 25, 26, 31, 40, 43, 46 or 49, and desires to participate in the Company's Voluntary Long Term Renewable Energy program offered under Schedule 139.
- C. The Company and the Customer have worked jointly to encourage the development of Renewable Energy projects that (i) could provide clean energy to customers at a long-term contracted rate, (ii) support the local economy, and (iii) could be publicized and leveraged for external benefit. The Parties agree that the Wind – 20 Years (the "Resource Option") should meet these criteria, and the Parties thus now agree to enter into this Service Agreement with each other, for mutual benefit.
- D. The Company will sell and the Customer will purchase from the Company Renewable Energy Credits (RECs), where applicable, and Renewable Energy at a contracted volume equal to 100% of the load of all meters located at each subscribed service address (the sum of Anticipated Average Annual Loads) as listed in Section 5, with such amount to be allocated from Renewable Energy generated by the Resource Option, pursuant to one of the contracted rates described.

AGREEMENT

- 1. **Request and Acknowledgement.** The Customer requests service under Schedule 139 and acknowledges that Schedule 139 requires a minimum term. Service under Schedule 139 will be billed on the Customer's existing statement. The Resource Option Energy Charge is fixed as shown in Section 7. The Energy Charge Credit will be updated with each general rate case, power cost only rate case or other power-related filings.
- 2. **Resource.** Under this Service Agreement the Company will receive Renewable Energy into its Balancing Authority Area from where it can serve the Customer.
- 3. **Renewable Energy Credits.** The Company will acquire the RECs that are created with the electricity production, where applicable. The Company will transfer the RECs to the Customer

PUGET SOUND ENERGY

which must be retired in WREGIS. Alternatively, at the Customer's request, the Company will retire the RECs in WREGIS. As the Customer is receiving a retail product, the RECs may not be resold or transferred to another party.

4. **Resource Option.**
 Number: 13901W20__
 Description: Large wind project in Thurston and Lewis Counties, Washington
5. **Customer Service Address and Account Numbers.** The Customer requests service under this Service Agreement for the service addresses, account numbers and meter numbers listed in Attachment B. The aggregated Anticipated Average Annual Load is included in Attachment B.
6. **Term.** The term of this Service Agreement shall commence in the year **2019**, on the first day of the Customer's normal billing cycle, in the first month following the commencement of commercial operation of the Resource Option, and delivery therefrom of energy to the Company sufficient to satisfy the obligations set forth in this Service Agreement. This Service Agreement terminates in the year **2038** after 12 billing cycles.
7. **Rates.** Schedule 139 rates are in addition to all charges under the Customer's existing Electric Service schedule. Rates include a charge per kWh for the contracted energy as outlined in Table 1 and a credit for the energy-related power cost component of the Energy Charge set forth in Schedule 24, 25, 26, 31, 40, 43, 46 or 49 of the Electric Tariff WN U-60 under which the Customer is taking Electric Service. The Energy Charge Credit will be updated with each general rate case, power cost only rate case, or other power-related filings, while the Resource Option Energy Charge will remain fixed as outlined in the Table 1. below.

Table 1

Calendar Year	2019	2020	2021	2022	2023	2024	2025
Rate per kWh	\$0.05021	\$0.05122	\$0.05224	\$0.05329	\$0.05435	\$0.05544	\$0.05655
Calendar Year	2026	2027	2028	2029	2030	2031	2032
Rate per kWh	\$0.05768	\$0.05883	\$0.06001	\$0.06121	\$0.06244	\$0.06368	\$0.06496
Calendar Year	2033	2034	2035	2036	2037	2038	
Rate per kWh	\$0.06626	\$0.06758	\$0.06893	\$0.07031	\$0.07172	\$0.07315	

8. **Early Exit Fee.** Customers may elect to terminate this Service Agreement prior to the Termination Date with 60 days' notice to the Company. Customers who choose to discontinue their service under this Schedule will be charged for the net cost of the remaining Renewable Energy that was to be delivered to the Customer under the remaining term of the Service Agreement. This amount will be based on: 1) the remaining term of the Service Agreement, 2) the amount of annual Renewable Energy needs ("full requirements") of each of the discontinued Customer' locations as listed in Section 5 of the Service Agreement, 3) the contracted energy rates agreed to in Section 7 of the Service Agreement, and 4) a credit for PSE's then-current

PUGET SOUND ENERGY

avoided costs (filed consistent with WAC 480-107-055). Termination of service under this Schedule will follow receipt and processing of the termination request by the Company.

9. **Resource Option Inadequacy.** If the Resource Option will not be available at the start of the commencement year, the Customer's agreement will be delayed to align with the Resource Option. If the Renewable Energy produced by the Resource Option and purchased by the Company is insufficient in any calendar year to satisfy the full requirements of the Customer, the Company will work with the Customer to source and retire for the Customer RECs from alternative resources, with costs for the RECs limited to the net amount to be collected under Schedule 139 from the Customer for the remainder of the calendar year. If, at the Company's determination, the Resource Option will not be adequate to meet the full requirements of the Customer, then this Service Agreement will be terminated with no liability to the Customer or to the Company. If a replacement project can be sourced and mutually agreed upon, a new Service Agreement will be created.
10. **Credit.** Customer authorizes that the Company may run a credit report on Customer and/or request audited financial statements for the purpose of determining the Customer's creditworthiness for this service.
11. **Energy Efficiency Services.** The Customer and the Company will continue to partner on mutually beneficial energy efficiency projects which will reduce energy demand on an annual basis. These services will have no bearing on the cost of energy as proposed in Table 1.
12. **Electrical Work.** In order to ensure continued qualification for service under Schedule 139, the Customer must contact the Company through their business account services representative when any electrical work is being conducted.
13. **Governing Law.** This Service Agreement will be governed by and interpreted, construed and enforced in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the date first written above.

PUGET SOUND ENERGY

By _____

Its _____

CUSTOMER

By _____

Its _____



City Council

Approval of an Ordinance Revising Boundary Line Adjustments

Agenda Date: 4/25/2017
Agenda Item Number: 4.J
File Number: 17-0256

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

Title

Approval of an Ordinance Revising Boundary Line Adjustments

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

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

Report

Issue:

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

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

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

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

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

First, our current OMC 17.30 does not specifically require that a licensed land surveyor be responsible to prepare a Boundary Line Adjustment. Adding this requirement will make our City Code consistent with RCW.

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

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

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

Neighborhood/Community Interests (if known):

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

Options:

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

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

Financial Impact:

None

Attachments:

- Ordinance
- OMC Revision with strikeouts and underline
- Current Relevant RCWs (with emphasis added)

Ordinance No. _____

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

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

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

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

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

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

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

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

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

**Chapter 17.30
BOUNDARY LINE ADJUSTMENTS**

17.30.000 Chapter Contents

Sections:

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

17.30.010 Applicability

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

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

17.30.020 Submission of application

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

17.30.030 Review criteria

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

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

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

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

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

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

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

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

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

17.30.040 Final approval and recording

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

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

17.30.050 Prohibition against other subdivisions

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

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

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

Chapter 17.30 BOUNDARY LINE ADJUSTMENTS

17.30.000 Chapter Contents

Sections:

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

(Ord. 6408 §6, 2006)

17.30.010 Applicability

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

(Ord. 6408 §6, 2006).

17.30.020 Submission of application

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

(Ord. 6408 §6, 2006, Ord. _____).

17.30.030 Review criteria

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

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

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

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

46. Each resulting parcel has legal access;

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

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

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

(Ord. 6408 §6, 2006, Ord. _____).

17.30.040 Final approval and recording

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

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

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

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

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

(Ord. 6408 §6, 2006, Ord. _____).

17.30.050 Prohibition against other subdivisions

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

(Ord. 6408 §6, 2006).

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

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

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

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

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

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

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



City Council

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

Agenda Date: 4/25/2017
Agenda Item Number: 4.K
File Number: 17-0358

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

Title

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

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

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

Report

Issue:

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

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

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

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

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

of this chapter by ordinance.

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

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

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

Neighborhood/Community Interests (if known):

None known

Options:

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

Financial Impact:

None

Attachments:

Ordinance

Ordinance No. _____

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

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

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

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

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

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

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

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

**Chapter 2.04
CITY COUNCIL**

2.04.000 Chapter Contents

Sections:

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

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

2.04.010 Composition

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

2.04.020 Powers

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

2.04.030 Forfeiture of office

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

2.04.040 Vacancies--Filling

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

2.04.050 Meetings

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

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

2.04.060 Mayor –Powers and duties –Election –Term

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

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

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

2.04.070 Mayor pro tem –Designation –Alternate appointments

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

~~2.04.080 Mayor –Powers to proclaim emergency~~

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

~~2.04.090 Mayor –Powers during emergency~~

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

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

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

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

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

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

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

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

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

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

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

2.04.100 Compensation

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

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

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

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

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of an Ordinance Appropriating 2016 Year-End Funds

Agenda Date: 4/25/2017
Agenda Item Number: 4.L
File Number: 17-0370

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

Title

Approval of an Ordinance Appropriating 2016 Year-End Funds

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

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

Report

Issue:

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

Staff Contact:

Mary Verner, Administrative Services Director, 360.753.8499

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

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

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

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

Neighborhood/Community Interests (if known):

None known.

Options:

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

Financial Impact:

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

Attachments:

Ordinance

Ordinance No. _____

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

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

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

Section 1. That the following appropriations are hereby made:

GENERAL FUND

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

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

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

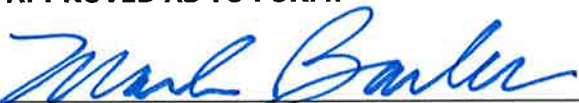
Section 4. Effective Date. This Ordinance shall take effect five (5) days after passage and publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

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

Agenda Date: 4/25/2017
Agenda Item Number: 4.M
File Number: 17-0392

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

Title

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

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

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

Report

Issue:

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

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

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

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

Neighborhood/Community Interests (if known):

None known

Options:

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

Financial Impact:

None

Attachments:

Ordinance

Ordinance No. _____

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

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

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

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

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

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

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

Chapter 1.08
CITY CLASSIFICATION

1.08.000 Chapter Contents

Sections:

1.08.010 Classification Aadopted.

1.08.020 Plan ~~retained~~of Government.

1.08.010 Classification Aadopted

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

1.08.020 Plan ~~retained~~ of Government

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

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

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of Ordinance to Clarify the Process for Initiative and Referendum

Agenda Date: 4/25/2017
Agenda Item Number: 4.N
File Number: 17-0393

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

Title

Approval of Ordinance to Clarify the Process for Initiative and Referendum

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

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

Report

Issue:

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

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

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

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

RCW 35A.11.100, provides, "*Except as provided in RCW 35A.11.090, and except that the number of*

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

Neighborhood/Community Interests (if known):

None known

Options:

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

Financial Impact:

None

Attachments:

Ordinance

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

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

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

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

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

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

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

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

1.16.010 Retention of powers--Statutory provisions

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

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

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

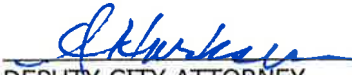
Section 4. Effective Date. This Ordinance shall take effect thirty (30) days after passage and publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of an Ordinance Revising Percival Landing Moorage Fees

Agenda Date: 4/25/2017
Agenda Item Number: 4.O
File Number: 17-0352

Type: ordinance **Version:** 1 **Status:** 2d Reading-Consent

Title

Approval of an Ordinance Revising Percival Landing Moorage Fees

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

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

Report

Issue:

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

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

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

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

Neighborhood/Community Interests (if known):

None known

Options:

Option 1 - Approve the ordinance as attached.

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

Option 3 - Don't approve the ordinance.

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

Financial Impact:

None known

Attachments:

Ordinance

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

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

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

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

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

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

~~Chapter 4.20
MOORAGE~~

~~4.20.000 — Chapter Contents~~

~~Sections:~~

~~4.20.010 — Assessment of fees.~~

~~4.20.010 Assessment of fees~~

~~The following fees shall be assessed:~~

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

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

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

4.18.010 Parks, Arts and Recreation Fee Assessments

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

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

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of an Ordinance Approving a Street Vacation Petition for a Portion of Alley Adjacent to 210 State Ave NW

Agenda Date: 4/25/2017
Agenda Item Number: 4.P
File Number: 17-0157

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

Title

Approval of an Ordinance Approving a Street Vacation Petition for a Portion of Alley Adjacent to 210 State Ave NW

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on second reading an ordinance to vacate a portion of the alley adjacent to 210 State Ave NW, and reserve a perpetual utility easement to be recorded with a separate easement document over said alley, and require payment to the City of one-half the appraised value.

Report

Issue:

Whether to approve an ordinance to vacate a portion of the alley adjacent to 210 State Ave NW.

Staff Contact:

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

Presenter(s):

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

Background and Analysis:

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

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

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

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

Staff recommends approval of the vacation with the following conditions:

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

Neighborhood/Community Interests (if known):

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

Options:

Option 1: Move to approve on second reading an ordinance to vacate a portion of the alley adjacent to 210 State Ave NW, reserve a perpetual utility easement to be recorded with a separate easement document over said alley, and require payment to the City of one-half the appraised value. This option allows the vacation to occur while addressing utility needs.

Option 2: Reject the vacation request. This option would leave the alley right-of-way as it is. The redevelopment of the site may require revision.

Financial Impact:

None

Attachments:

Ordinance
Petition
Exhibits
Vicinity Map

Ordinance No. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

*

Petition to Vacate Public Right-of-Way

Olympia

OFFICIAL USE ONLY			
Applicant: <u>Urban Olympia 5 LLC</u>		Address: <u>210 State Ave NW</u>	
Phone: <u>360.230.3033</u>	File#: <u>17-0265</u>	Receipt #:	Date:
<u>Walker John</u>			



HONORABLE MAYOR AND CITY COUNCIL:

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

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

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

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

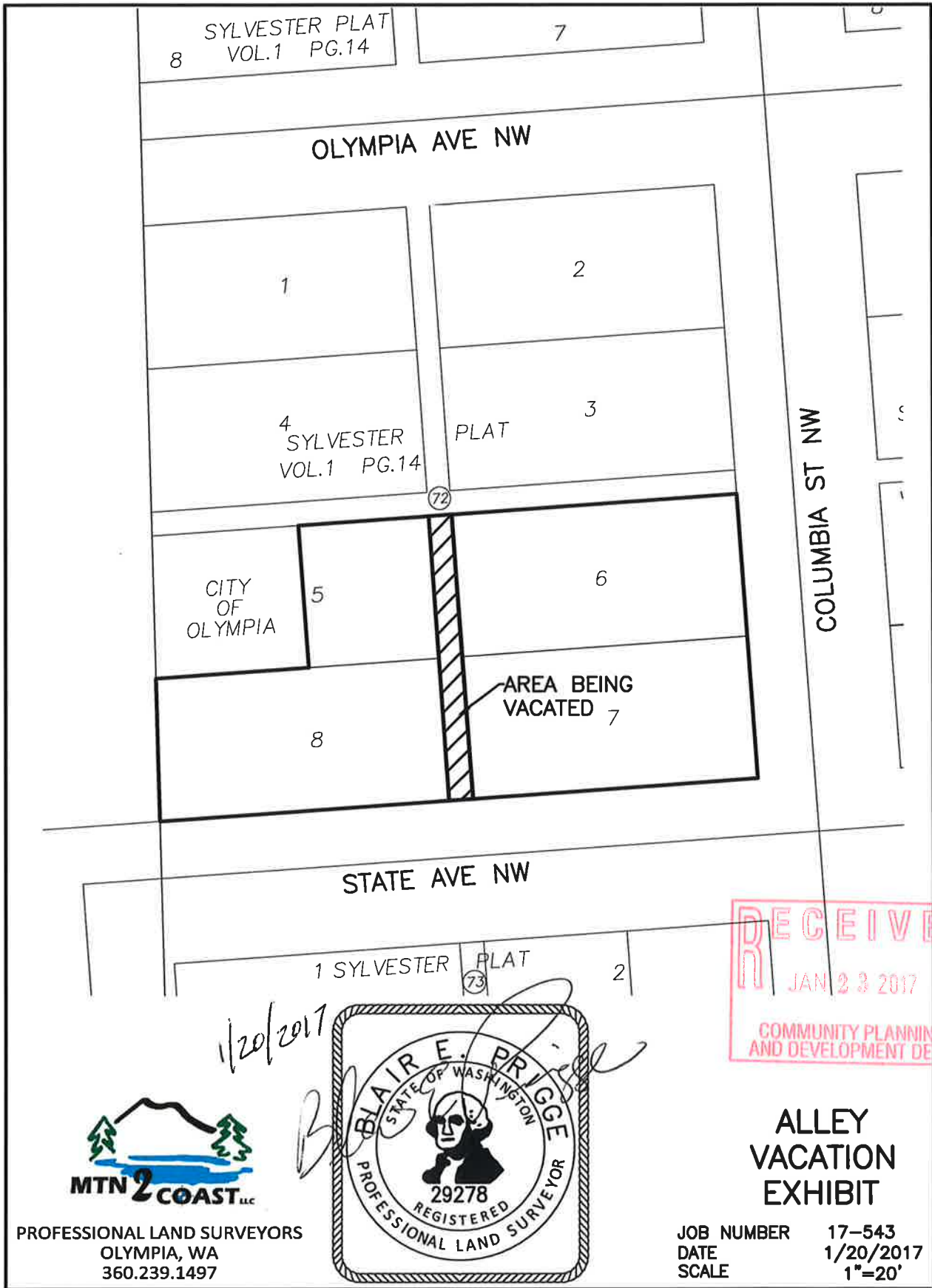
**Attach additional sheets as necessary*

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

 Applicant's Signature

1/23/2017

 Date



8 SYLVESTER PLAT
VOL.1 PG.14

7

OLYMPIA AVE NW

1

2

4 SYLVESTER
VOL.1 PG.14

3 PLAT

CITY OF OLYMPIA

5

6

8

AREA BEING VACATED 7

COLUMBIA ST NW

STATE AVE NW

1 SYLVESTER PLAT

2

RECEIVED
JAN 23 2017
COMMUNITY PLANNING
AND DEVELOPMENT DEPT.

1/20/2017



PROFESSIONAL LAND SURVEYORS
OLYMPIA, WA
360.239.1497



ALLEY
VACATION
EXHIBIT

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



DOCKSIDE FLATS

210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 03/29/17



CS

COVER SHEET



1 VICINITY MAP

DOCKSIDE FLATS

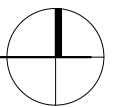
210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 03/29/17



A0

VICINITY MAP



DOCKSIDE FLATS

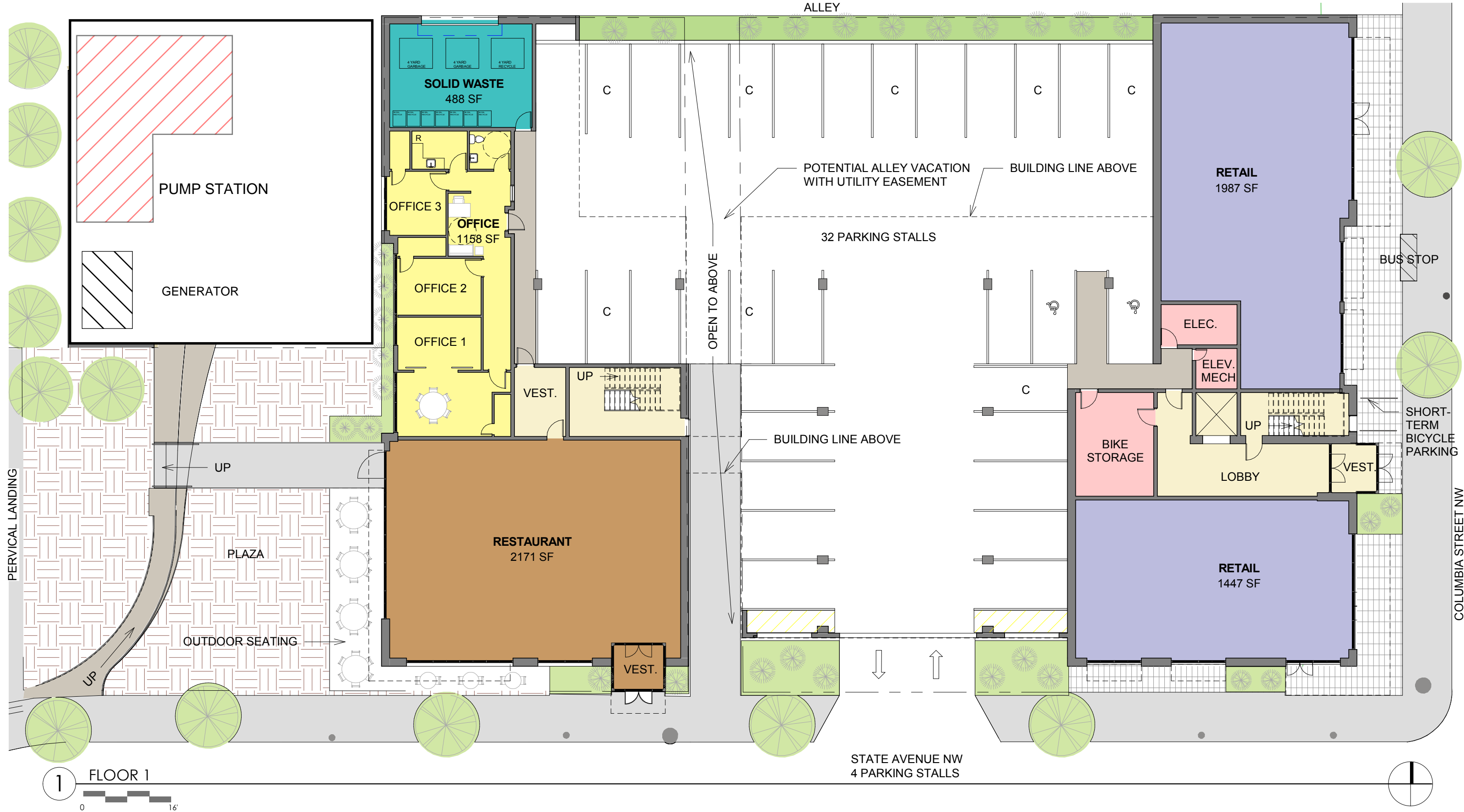
210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 01/30/17



A1

SITE



DOCKSIDE FLATS

210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 11/28/16

Room Legend

- COMMON
- OFFICE
- RESTAURANT
- SOLID WASTE
- RETAIL
- STORAGE



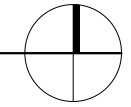
A2

FIRST FLOOR PLAN



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

1 FLOORS 2 - 3
 0 16'



DOCKSIDE FLATS

210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 01/24/17



A3

SECOND AND THIRD FLOOR



1 NORTH ELEVATION- ALLEY



2 NORTH PERSPECTIVE ELEVATION - ALLEY

DOCKSIDE FLATS

210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 03/29/17



A4

ELEVATION-NORTH



1 SOUTH ELEVATION-STATE AVENUE



2 SOUTH PERSPECTIVE ELEVATION - STATE AVE.

DOCKSIDE FLATS

210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 01/26/17



A5

ELEVATION-SOUTH



1 EAST ELEVATION- COLUMBIA STREET



2 EAST PERSPECTIVE ELEVATION - COLUMBIA ST.

DOCKSIDE FLATS

210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 02/03/17





1 WEST ELEVATION- PERCIVAL LANDING



2 WEST PERSPECTIVE ELEVATION - PERCIVAL LANDING

DOCKSIDE FLATS

210 STATE AVE OLYMPIA, WA. 98501

SCHEMATIC DESIGN | 03/29/17



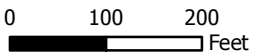
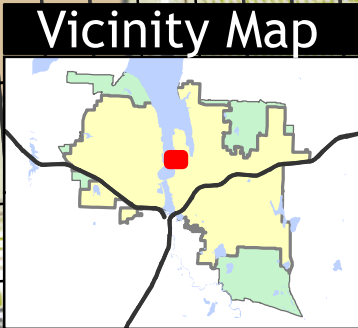
A7

ELEVATION-WEST



Urban Olympia Alley Vacation

File #17-0265 (210 State Avenue NW)



1 inch = 200 feet

Map printed 3/14/2017

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City Council

Approval of Resolution Adopting of the Downtown Strategy

Agenda Date: 4/25/2017
Agenda Item Number: 6.A
File Number: 17-0422

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

Title

Approval of Resolution Adopting of the Downtown Strategy

Recommended Action

Planning Commission Recommendation:

The Planning Commission recommends approval of the resolution adopting the Downtown Strategy as amended.

City Manager Recommendation:

Move to approve the resolution adopting the Downtown Strategy as amended by the Planning Commission.

Report

Issue:

Whether to approve a resolution adopting the final draft of the Downtown Strategy.

Staff Contact:

Amy Buckler, Senior Planner, Community Planning & Development, (360) 570-5847,
abuckler@ci.olympia.wa.us

Presenter(s):

John Owen, MAKERS architecture and urban design
Amy Buckler, Senior Planner

Background and Analysis:

The public process to form Olympia's Downtown Strategy (DTS) kicked off in November 2015 and is now drawing to a close. About 3,500 people participated through numerous public workshops; online surveys; business/development forums; Stakeholder Work Group and community meetings. The Strategy identifies a design framework, priorities and realistic, impactful actions to move our downtown vision forward over the next six years.

The Olympia Planning Commission held a public hearing and recommends adoption. A proposed City Council resolution to adopt the Downtown Strategy is **attached**.

Planning Commission Recommendation

The City Council provided the following direction to the Olympia Planning Commission (OPC) for their review of the Downtown Strategy draft:

- Hold a public hearing on the draft Downtown Strategy so that the public has an opportunity to comment on the draft report
- Summarize the public's main comments and OPC recommendation in a letter to Council. Include any memos from advisory boards.
- The letter should respond to the following questions:
 - Is the DTS consistent with the Comprehensive Plan?
 - Does any information provided cause you to differ from the staff's recommendation? How?
 - Should any new information provided be included in the report? What?

The Commission received public testimony on the draft Downtown Strategy at a hearing on February 27 and the written comment period closed March 3. The Commission completed their deliberations on March 20, and their letter of recommendation is **attached**. The Commission recommends the City Council adopt the DTS with minor edits, most of which have already been incorporated into the DTS report. However, three of the Commission's recommendations were not incorporated, as follows:

- **General:** Regarding clear direction for budgets and work plans. Rather than create an additional heading within each chapter titled, "Capital Facilities Plan" staff has created a separate Implementation Timeline that can be used over the five year planning period to track progress, estimated costs and funding sources. An example is **attached**. The idea is that this document could be continuously revised with completed actions and upcoming steps. It could be used by the Council during budget deliberations or other key discussions.
- **Land Use:** Regarding the Seal Level Rise Response Plan. While the State Departments of Ecology and Commerce are stakeholders, for this action only the formal partners (LOTT and the Port of Olympia) are listed. Note: for all actions, the listed partners and participants should be considered preliminary; each step will be more fully developed when it comes time for implementation.
- **Homelessness:** the DTS does not recommend a separate action for the City to create a Homeless Displacement Strategy. Following the OPC recommendation, staff and Planning Commission Chair Brian Mark further reflected on the specific concerns the recommended action was intended to address. Many of these concerns relate to issues and ideas being explored by the Council's Ad Hoc Committee on Housing Affordability. Additional questions and concerns about the City's process for removing homeless camps from private and public property can be addressed in a briefing to the Planning Commission.

The DTS Report

A link to the Downtown Strategy is **attached**. The report has three pieces:

1. A highly graphic summary that will serve as a primary communication document
2. Seven chapters (one for each element) that describe related background, and rationale for the recommended actions
3. An appendix with various work products for reference

The recommended timeline is based upon what staff understands to be public priorities, budget realities, and strategic advantage. As the initial years of action include planning projects, these will likely result in additional actions for the later years.

Stakeholder Work Group

The DTS Stakeholder Work Group (SWG) met 10 times over the year with a role to provide thoughtful insights, perspectives and ideas to staff and consultants during the public process and formation of the strategy. The group included 20 community members who brought diverse stakeholder perspectives to the table and helped engage others in the process. At their last meeting on Nov 14, the SWG composed a memo for the City Council and Planning Commission. This letter along with a list of members is **attached**.

Neighborhood/Community Interests (if known):

An estimated 3,500 people have engaged in formation of the Downtown Strategy through workshops and online. Summaries of what was heard at each step are included in the appendix of the DTS report, for which a link is **attached**.

Options:

1. Move to adopt by resolution the Downtown Strategy as amended by the Planning Commission
2. Do not adopt the Downtown Strategy at this time

Financial Impact:

\$250,000 cost for development of the Downtown Strategy is included as part of the adopted City budget. Additional costs for implementation actions will be identified and included in Implementation Timeline (example attached), which could be used by the Council during future budget deliberations or other key discussions.

Attachments:

Resolution
OPC Recommendation
SWG Memo
Implementation Timeline
Link to DTS

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
ADOPTING THE DOWNTOWN STRATEGY FOR THE YEARS 2017-2021.**

WHEREAS, pursuant to Olympia Comprehensive Plan policy PL17.1, the City of Olympia has prepared a Downtown Strategy which outlines City actions for the ensuing five calendar years; and

WHEREAS, the Downtown Strategy responds to Olympia's Comprehensive Plan policy PL17.1 which states, "Adopt a Downtown Plan addressing - at minimum - housing, public spaces, parking management, rehabilitation and redevelopment, architecture and cultural resources, building skyline and views, and relationships to the Port peninsula and Capitol Campus;" and

WHEREAS, the aim of the Downtown Strategy is to identify public priorities and realistic, impactful actions to move forward the Comprehensive Plan vision and goals for Downtown; fostering a rich diversity of Downtown places and spaces that will attract and support people who live, work and play in Downtown Olympia, including 5,000 new Downtown residents; and

WHEREAS, the City conducted a vast public process to form the Strategy, in which approximately 3,500 people from throughout the Olympia region were involved, and a wide variety of stakeholder interests were considered; and

WHEREAS, the Downtown Strategy Stakeholder Work Group, which was comprised of 20 community volunteers representing diverse perspectives and had the role of guiding the planning team throughout the public process and development of the Strategy, wrote a memo of support stating, "We believe that the Downtown Strategy we are forwarding reflects the general directions and public preferences resulting from the public engagement process;" and

WHEREAS, the Downtown Strategy will help to guide City budgets, work plans and community partnerships over the next five years, as well as help the community market Downtown to potential visitors, residents, businesses and investors; and

WHEREAS, the City's objective is to update the Downtown Strategy at the end of the five year planning period, including evaluating progress toward goals and actions, reassessing existing and forecasted conditions, and establishing new priorities and initiatives for the next 5 years; and

WHEREAS, the Olympia Planning Commission held a public hearing on the draft Downtown Strategy on February 27, 2017, at City Hall in Olympia, Washington, and subsequently concluded there is overall alignment with the City of Olympia Comprehensive Plan and recommended the City Council adopt the report with minor edits; and

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

WHEREAS, City Staff are known to the City Council, and staff's curriculum vitae shall be part of the record in support of this Ordinance;

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

Section 1. The City of Olympia Downtown Strategy, a copy of which is attached hereto and made a part hereof, is adopted.

Section 2. The City of Olympia determines that this Strategy is not binding on future Comprehensive Plan and development regulation amendments; rather it provides general guidance on the drafting of future proposals. The City Council will consider such future actions based on public participation and records created at that time.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Niehaber

DEPUTY CITY ATTORNEY



March 20, 2017

Olympia City Council
PO Box 1967
Olympia, WA 98507

Dear Mayor Selby and City Councilmembers:

The Olympia Planning Commission (OPC) has conducted its review of the City of Olympia's Downtown Strategy. Each Planning Commissioner has been engaged in a thorough evaluation reflected below. The Planning Commission also had two participants in the Stakeholder Work Group, Carole Richmond and Missy Watts. We sincerely appreciate the effort put forth by the Community Planning and Development Department to engage the community. Because of this thorough engagement, the overall public response to the completed strategy has been very positive. Additionally, Amy Buckler, City of Olympia Senior Planner, and John Owen of MAKERS, have been open, receptive, and flexible in validating all feedback received.

The City of Olympia Downtown Strategy website states: The Downtown Strategy (DTS) will help to make the community's vision and goals for Downtown a reality. Our vision is for Downtown to be a more vibrant and attractive place to live, work and play. Based on an extensive public process, the Strategy also:

- Identifies community priorities
- Outlines realistic and impactful actions for the next five years
- Guides budgets and work plans
- Builds community partnerships
- Helps us market Downtown

The Planning Commission concludes that, due to the healthy effort to include the public's voice through a variety communication modalities, the Downtown Strategy should be used as a model for future public engagement efforts. The public engagement efforts truly reflected an open, creative, and innovative effort to speak to all audiences. This assertion was supported in the public comments from the public hearing on February 27, 2017. (See Addendum A)

The effort to outline realistic and impactful actions for the next five years took into account efforts already in motion, such as the Sea Level Rise Response Plan and shaping a strategy to respond to homelessness. It reflected upon Comprehensive Plan expectations, and allowed enough space for vision and creativity to be part of the process.

The public engagement effort included community partners such as the Economic Development Council to help facilitate discussions. Additionally, subject matter experts were surveyed to ensure an accurate depiction of the character areas in order to effectively market Downtown.

The City Council directed the Planning Commission to complete the following with respect to its recommendation regarding the Downtown Strategy:

- Complete a public hearing on the Downtown Strategy-Completed on 2/27/17
- Summarize public comment-See Addendum A
- Memos from the complimentary advisory committees-See Addendum B
- Ensure consistency with the City of Olympia Comprehensive Plan

Before forwarding the final draft to the Council, the Planning Commission recommends staff and consultants make the following changes:

General:

- The Planning Commission sees an opportunity to complete a network diagram or crosswalk that incorporates the external and internal influences to and by the Downtown Strategy. These influences may include other established City of Olympia Plans and Master Plans.
- The biggest area for opportunity would be to provide more of a clear direction for budgets and work plans throughout all of the strategy. There are recommendations in place which can serve as a “guide for budgets and work plans”, however we recommend efforts to create a prioritization of the recommendations within each Downtown Strategy Chapter. More specifically, the Community Planning and Development Department should create an additional heading with each chapter titled, “Capital Facilities Plan Recommendations” in order further define the prioritization of city funds as the strategy plays out.
- Emphasize to the reader that the City plans to update the Downtown Strategy every five years or so, so it is clear that this is a living document and conversations will be continued.
- Make any minor editorial changes (e.g., spelling, punctuation, capitalize Downtown, make sure images are crisp and words in them can be read, etc.)
- Replace the word “impactful” with “effective” throughout the document.
- Add additional known partners where needed

Land Use Chapter:

- Ensure alignment and reference to the City of Olympia’s Emergency Management program.

- P16: For action LU.1, include more information about the scope of this effort and add the Department of Ecology and the Department of Commerce as partners. Consider the financial impact of a flooding event and its impacts on public and private properties and businesses not prepared for flooding near frequently flooded areas. We recommend an ongoing community engagement plan in order to proactively assess citizens' concerns with regard to flooding and Sea Level Rise.
- P17: For action LU.2, add "assess contamination and any needed mitigation" to the list of considerations under the Land Use bullet

Development Incentives Chapter:

- P 25-26 and "Tool Box" in appendices: Reformatting so easier to read and compare information

Design Chapter:

- Pgs. 62 and 71: Where the report mentions potential legal problems and "unfair economic impacts", soften the language to make clear this is a general implication to consider and not a legal determination. (responds to public comment)
- P 49: Washington "Street" not "Ave"

Homelessness in Downtown Chapter:

- What strikes the Planning Commission as impactful, but contradictory to the intent and recommendations of this chapter, are the pictures used throughout. As the Downtown Strategy is a vision for the future, we recommend the use of pictures to depict what the homeless community could look like if the recommendations within come to fruition. For example, the use of a picture of Quixote Village and a picture of the Veterans Housing on the corner of State and Adams, which would depict what we are working toward as city.
- Review the chapter to ensure sensitivity. People experiencing homelessness should not be referred to as "homeless."
- We recommend the inclusion of the work being done for the City of Olympia Homeless Strategy by ACR Business Consulting.
- P 143: regarding applicable Comprehensive Plan goals and policies: We recommend the inclusion of Comprehensive Plan Public Services Chapter section PS5.1, PS5.2, PS5.6, PS 8.1-8.6 and PS 9.1-9.9.

- P 146 HS.1: Remove “housed and homeless” from the sentence, “Convene a broad range of community stakeholders, include social service providers, business owners, housed and homeless downtown residents....” and create a separate sentence in the recommendation that reads, “We will develop a strategy to proactively seek feedback from the homeless by going to them and where they might seek services versus making them come to us to provide feedback.”
- We recommend the DTS include an additional action to create a Homeless Displacement Strategy that lays out the process for City of Olympia staff to respond to homeless citizens displaced by development and public works projects.

Housing Chapter:

- P 149: Change the sentence, “The City’s Comprehensive Plan includes a target of directing ¼ of the city’s forecasted population growth into downtown” to “The City’s Comprehensive Plan includes a target to accommodate at least one-quarter of the city’s forecasted population growth into Downtown.” (responds to public comment – concern about word “directing”)
- P.153 – clarify that lofts and live/work housing types are included in the projected housing types
- P 164-6: Edits to Action H-1 regarding a Housing Strategy (see Addendum C)
- Regarding applicable Comp Plan goals and policies, we recommend a re-visit of Comprehensive Plan for alignment similar to the Homeless Chapter pages 143 and 144 and other chapters throughout the Downtown Strategy. At a minimum, we recommend the inclusion of Comprehensive Plan Public Services Chapter section PS 8.1-8.6 and PS 9.1-9.9.

Transportation Chapter:

- Address Public Works’ comments (see Addendum D)
- Regarding the Conceptual Streetscape Palette in the appendix, include a cross-reference to indicate the character areas that each pictured element are recommended for.

Retail Chapter:

- It was recommended by the public to emphasize the importance of the Downtown Ambassadors program and the Welcome Center. The Planning Commission recommends that the Downtown Strategy reflect the importance of the Downtown Ambassador Program with respect to budget guidance that would allow for relocation for more accessibility and expanded services.

- P 19: Change ‘vision statement’ from “Healthy businesses and vibrant work/play environment” to “Vibrant dynamic business environment that attracts people, activity and investments” (in line with what the planning team pitched at retail forum)

Conclusion:

Overall, the Planning Commission sees alignment with the City of Olympia Comprehensive Plan. Each chapter within the Downtown Strategy includes a thorough reflection of relevant comprehensive plan chapters as well as the public’s perspective.

We appreciate the opportunity to provide feedback and recommendations to the City of Olympia City Council. We commend the effort, efficiency, and thoroughness of the Community Planning and Development Department to engage the citizens of Olympia and create a vision that truly reflects their citizen’s priorities.

Sincerely,



Brian Mark
Chair, City of Olympia Planning Commission

BM:nl

Attachments

Summary of Public Comments from the Planning Commission’s Public Hearing

	TOPIC	ISSUE or SPECIFIC REQUEST	ORIGIN	STAFF COMMENT
GENERAL				
1	Positive Response	Several comments included overall support for the Downtown Strategy	Oral Testimony; Written Comments	
SUMMARY/ INTRODUCTION				
LAND USE				
2	Sea Level Rise	Urge collaboration with experts who have the most current data regarding sea level rise and the importance of not missing any available data when implementing the Downtown Strategy	Oral Testimony (Sauerhoff)	The DTS recommends the City initiate a Sea Level Rise Response Plan (LU-1), which is set to kick off in 2017. The effort includes consideration of how SLR impacts and mitigation relate to the current and future plan for Downtown.
3	Sea Level Rise	Currently, there are two distinct and disparate time-frame horizons evident in the DTS planning documents that do not correspond to each other in their impact outcomes, as relates to Sea Level Rise Response Planning. (The Comp Plan/housing target is 20 years, the DTS action plan is 5 years and the SLR response plan is 50 years.) Thus, the implications for scenario development vary.	Written Comments (Freeman)	These plans will inform each other as they are updated iteratively over time. The DTS aims to move forward the Comp Plan vision for Downtown and will be updated every 5 years or so. At this time the Comprehensive Plan has goals and policies stating that the north area of Downtown will have an urban development pattern and be protected from the effects of SLR. The SLR response plan aims to set a course for how the City will adapt over a 50 period, asking what is the level of risk we want to manage and how do we get there? This adaption plan could lead to infrastructure investments or changes in the land use plans and regulations for Downtown.
4	Sea Level Rise and Building Construction	Concerns about building structures (as well as street-scape structures), and how building materials and equipment can be designed and located to protect them from flooding.	Written Comments (Freeman)	These concerns are addressed in existing ordinances: <ul style="list-style-type: none"> • The Flood Damage Prevention Ordinance outlines provisions for damage reduction within section 16.70.050 - this covers those questions asked about utilities, construction,

				<ul style="list-style-type: none"> underfloor water and flow-through. The Sea Level Rise Ordinance does the same thing. Section 16.80.050 - Provisions for Sea Level Rise Flood Damage Reduction - mirrors the requirements of the flood damage prevention ordinances and provides for very similar protections.
5	Environmental Impacts of Light Industrial Activity	How would technological/environmental risk be assessed in the Art/Tech area with a SEPA exemption? Would effluent discharge be monitored in the dilution zone of East Bay discharge outfall or in the confluence of East Bay/West Bay discharges, or be routed to the LOTT facility?	Written Comments (Freeman)	<p>This is addressed by OMC 13.20 – Wastewater System - a variety of regulations about wastewater pretreatment and discharge.</p> <p>The SEPA exemption will not apply to Industrial uses, so environmental impacts and mitigation for those uses would be addressed through SEPA if not otherwise addressed in City Codes.</p>
6	Isthmus (Also relates to design section)	Urges that the DTS should include a recommendation to remove the Capitol Center Building from the isthmus and replace it with a grand public open space. And develop the Fountain Block and west parcels in as open a way as possible.	Public Hearing (Jacobs); Written Comments (FOW)	The DTS recommends an isthmus plan to determine how the city owned land should be used and how this relates to the plans of private land owners (LU-2). The Capitol Center property is privately owned. The issue of purchasing it has been raised to Council before, but they have not directed it.
7	Waterfront setbacks and setbacks	Urge larger setbacks and setbacks to enhance public access and openness of the waterfront. The Shoreline Master Program minimum 30-foot setback is insufficient for a pathway and the setback distance should be increased an additional 25' (55' total) along Percival Landing. Substantial setbacks above the second story are needed to provide an open, airy, bright space for waterfront users.	Public Hearing (Jacobs, Jacobs); Written comment (FOW)	<p>The Shoreline Master Program adopted in 2015 includes regulations that affect “the shoreline” (land within 200’ from the ordinary high water mark (OHWM)). Within the Percival Landing area, buildings must be set back at least 30’ from the OHWM and the maximum building height is 35’.</p> <p>In both the UW and DB zones, If the 2 story residential height bonus is utilized the added floors are required to have 8’ setbacks.</p>
DEVELOPMENT INCENTIVES				
8	2-story height bonus for residential	Request that all "height bonuses" be removed from the development code for the area within the DTS	Written Comments	The DTS identifies the need for development incentives; other than areas where the height bonus

		<p>planning boundary. I believe there are enough other incentives in place to encourage development, without adding to heights downtown and on the Port Peninsula. Lower allowable heights will improve the skyline, as well as present less of a liability in terms of overall building mass when sea-level rise becomes a problem and the downtown may be forced to retreat from the shore.</p>	<p>(Richmond)</p>	<p>is recommended to be removed for view protection there does not seem to be a problem with the existing bonus. In fact, two recent developers informed us that the height bonus was key to their project moving forward: 123 4th and Columbia Place.</p>
DESIGN				
<p>9</p>	<p>View of Capitol Dome</p>	<p>Urges the Dome and Drum together make a real visual statement and need protection. Refers to page 59 where it is recommended the Capitol Dome view be defined as the Dome only, rather than the Dome and Drum.</p>	<p>Public Hearing (Jacobs); Written Comments (FOW)</p>	<p>Landmark views to the Capitol could be defined as:</p> <ul style="list-style-type: none"> • Dome only • Dome and Drum, or • On a case by case basis. <p>Staff and consultants have reviewed the prior analysis to confirm that Capitol views within the Downtown planning area identified as ‘unlikely to be affected’ by maximum zoning development would include both the Dome and Drum. This includes the view from:</p> <ul style="list-style-type: none"> • Madison Scenic Park • Puget Sound Navigation Channel • Percival Landing • 4th Ave Bridge • Deschutes Parkway • Heritage Park (Simmons St) • West Bay Park • Henry & St (development within DT evaluated only) • Quince & Bigelow • Priest Point Park • Port Plaza

				<p>Prior to the March 20 meeting, consultants will further evaluate the view from the East Bay Overlook and the effect of removing the 2 story height bonus on affecting properties.</p> <p>How the Capitol view is defined will also affect any future regulations to protect views of the Capitol from outside of the Downtown planning area. A citywide views analysis will take place in the future.</p> <p>An earlier typo in the DTS report that stated the landmark view has been defined as the Capitol “Drum” has been corrected to “Dome.”</p>
10	View of Budd Inlet from State Capitol Campus Promontory	View 1 – State Capitol Campus Promontory to Budd Inlet – is defined too narrowly and should include northward views from the north basin of Capitol Lake. (Urges that the DTS should include a recommendation to remove the Capitol Center Building from the isthmus and replace it with a grand public open space)	Public Hearing (Jacobs); Written Comments (FOW)	The DTS process made clear that the intent was to determine existing views important to protect into the future, not to open up views that are obstructed by existing structures
11	View of Capitol Dome from Percival Landing	View 7, Percival Landing to Capitol Dome. Only one observation point was established and analyzed, but urge that the entirety of Percival Landing be analyzed for view protection.	Written Comments (FOW)	The policy in the Comprehensive Plan is to establish views from specific observation points, so the most prominent view to the Capitol Dome was selected for analysis. However, due to its waterfront location, there are several places along the route where views of Puget Sound and the Olympic Mountains can be seen.
12	Views from Waterfront Route	Views from the entirety of the Waterfront Route should be analyzed, and language inserted to provide view protections as the Big W Trail is completed in the future.	Written Comments (FOW)	The policy in the Comprehensive Plan is to establish views from specific observation points
13	Views from East Bay Drive	Along East Bay, a stretch of street, rather than a point along the street should be the view analyzed. Specifically, from the southernmost residence along East Bay Drive to the East Bay Overlook.	Written Comments (FOW)	The policy in the Comprehensive Plan is to establish views from specific observation points

14	Views from I-5	Recommend analysis of views from I-5 to Capitol for possible additional view protection	Written Comments (FOW)	This could be part of a citywide views analysis anticipated in the future
15	Capitol Heights District	The Capitol Height District ordinance should be reviewed	Written Comments (FOW)	This could be noted for future action
16	Language about economic impacts in the draft	The report's mention of potential legal problems and "unfair economic impacts" seem without merit.	Written Comments (FOW)	Direct staff to soften language in report to make clear this is a general implication to consider, and not a legal determination
17	Bias of surveys re: views	Throughout the public process, noted a clear bias of development over view protection and the surveys were also not statistically valid. Urge that development over views survey results be significantly discounted.	Written Comments (FOW; Bardin)	The online surveys offered another venue for participation, but were not intended to be statistically valid. Some demographic information was collected and is included in the survey summaries which are available online.
18	Parklets	There is no uniform design and they are not consistently maintained by the partnering businesses. Using PBIA money to help fund the parklets is taxing one business to give a subsidy to another business that benefits plus street parking is lost.	Written Comments (Richardson)	We have included crafting design standards for parklets as part of this year's update to Downtown design guidelines. Initial direction includes that these should not be DIY, should be made of durable materials and always reviewed by the Design Review Board. The PBIA liaison tells me there is no money in the PBIA's budget for parklets or parklet grants and there is no foreseeable plan for that. On-street parking needs and a variety of other impacts associated with parklets locating in front of businesses are important considerations that warrant siting decisions be made following a transparent public process including Downtown business owners.
TRANSPORTATION				
19	4 th Ave couplet	Comment that the Plan doesn't include Jerry Parker's dream of changing 4 th Ave from a 1-way to 2-way street.	Written Comments (Huber)	Although exploring the "one-way couplet" of 4 th and State was brought up by members of the public during the DTS process, the Strategy does not include this as an action within the next 5 years. The reason: Five other street segments are recommended to be transformed over this period (these are in the core

				and can leverage dedicated pavement management funds to create a transformational impact.) Two of these streets require a traffic study; studying conversion of the couplets now would add significant time and complexity to those studies as changing traffic flow on 4 th would have impacts to the regional transportation system. The thought is to focus on completing the improvements to the five streets first, and if deemed a priority by Council study 4 th as part of the next Comp Plan update.
HOMELESSNESS				
	No comments			
HOUSING				
20	General Edit	Concern about word “directing” in the following sentence: “The City’s Comprehensive Plan includes a target of directing ¼ of the city’s forecasted population growth into downtown.”	Public Hearing (Drebeck)	Direct staff to soften language in final draft. Comp Plan policy PL14.2 states, “At least one-quarter of the forecasted growth is planned for downtown Olympia.”
21	Preserving low cost market rate units	Concerned about the City mandating owners of existing lower income rentals from remodeling these units and raising the rent. Concerned about how Olympia might implement its goal of maintaining affordable units. He does not want to see the City implement rent control.	Public Hearing (Drebeck; Baxter)	The DTS recommends the City identify actions to encourage property owners, housing agencies and non-profit housing providers to retain current inventory of affordable units (H.4). This would likely be associated with the housing program described in H.2. Doubt the City has authority to <i>mandate</i> rents stay low, but the concept is to find ways to encourage it (e.g., by offering rehabilitation grants or other financial incentives.)
22	Costs associated with rehabilitation of existing buildings	Concerned that the costs associated with rehabilitation or demolition of existing buildings make this not a realistic option.	Public Hearing (Drebeck)	We heard that during the DTS process. The Development Incentives chapter outlines several tools that are currently or could be used by the City to help reduce costs of rehabilitation/adaptive reuse.
23	Effect of view protection on housing	Current restrictions on building height might create a challenge of obtaining the goal of increasing housing units.	Public Hearing (Baxter)	Building heights in Downtown range from 35’ along some parts of the shoreline to 75’ + a 2-story residential height bonus in the Downtown core. Much of Downtown allows heights of 65’ with a 2-story bonus. The economic studies completed as part

				of the DTS determined these heights are sufficient for the Downtown market. The views analysis led to a recommendation to take steps to protect three views that could be impacted by future development under current zoning. The steps include design standards to frame and enhance the views along with removing the 2-story height bonus on blocks associated with two views (hence in those areas, the height would be limited to 65'). Given the market support for 5-6 story buildings in these locations, the removal of the height bonuses on these properties is not anticipated to have much effect on development or housing goals.
24	Implementing affordability goals	When considering affordable housing incentives an actual affordable housing dollar amount needs to be established in order to determine if a developer can meet this goal of supplying affordable units.	Public Hearing (Baxter)	The DTS recommends the City further develop a Downtown Housing strategy (HS-1). Part of that work would be to determine the range of incomes we are planning for and what would be affordable within that range.
RETAIL/BUSINESS & ECONOMIC DEVELOPMENT				
25	The Port	Would like to see a study that shows the economic benefits from converting the marine business and terminal property to highest and best use (i.e., housing, retail, office, restaurants, hotel, extended Percival Landing, community swimming pool, etc.)	Written Comments (Richardson)	The Port recently completed a study about the economic impacts of their existing operations. Not sure if they completed any further study to compare this with an alternative scenario, but that would be outside of the scope of the Downtown Strategy.
26	Downtown Welcome Center	Emphasize in the report the importance of a Downtown welcome/information center for reasons outlined in letter.	Written Comments (Horn)	There have been recent discussions about the future of the Welcome Center, including representatives from the City, Visitors & Convention Bureau, Olympia Downtown Association, Parking & Business Improvement Area and Capitol Recovery Center. The intent is to move forward with having a Welcome Center, but perhaps in a new location that has a public restroom and other to be determined attributes that will meet best meet the intent of <i>a welcoming place for residents and visitors.</i>



MEMORANDUM

TO: City Council

FROM: Arts Commission

DATE: November 1, 2016

SUBJECT: Downtown Strategy

According to the scope for the Downtown Strategy, advisory boards (other than OPC) have a role to advise Council and staff on potential initiatives to include in the Strategy, including the following tasks:

- Receive an informational briefing from staff
- In line with scope, make recommendations for initiatives pertaining to expert purpose and role for consideration by staff and City Council
- Members may participate, listen and/or observe public workshops/meetings

Staff briefed and discussed the strategy with the Commission on April 14, and had a follow-up meeting on downtown streetscapes on June 27, 2016. Several members of the Commission attended the public workshops. Following are proposed initiatives proposed for the 6 year implementation period that are of particular interest to the Commission:

- Initiate a coordinated effort to integrate additional wayfinding and public art into downtown streetscapes. The Arts Commission recommends addressing this opportunity through placement of an artist on the project design team. Some specific opportunities to use public art to enhance unique character areas include:
 - Street segment improvements along 5 streets in the core: Franklin, Jefferson, Legion, Capitol Way and Washington
 - Where Franklin, Jefferson, Capitol Way and Washington projects above cross 4th Ave, use design elements in those intersection improvements to calm traffic and enhance the unique Entertainment theme along 4th Ave
- Pending legislative action, designate a creative district within downtown that relates one or more of the downtown character areas.

The Arts Commission appreciates the opportunity to participate and provide comment throughout the Downtown Strategy process and welcomes the positive changes the finished plan will affect in downtown Olympia.



MEMORANDUM

TO: Mayor Selby and Members of the Olympia City Council
FROM: Christina Lock, Chair, Bicycle & Pedestrian Advisory Committee (BPAC)
DATE: December 6, 2016
SUBJECT: BPAC Comment on Draft Downtown Strategy Recommendations

The Bicycle and Pedestrian Advisory Committee is pleased to offer our perspective as you approach the adoption of the Olympia Downtown Strategy. We are struck by the overlap between features of the evolving plan and our interest in promoting active transportation. We appreciate the opportunity to comment on the Strategy at this point in the process.

First, we commend the process of creating the Strategy. It has been exciting to see all the great planning on the part of City staff as well as community members. We are inspired to see the result of this inclusive process. The Strategy reinforces several of the ideas we presented in our comments on the Capital Facilities Plan. Specifically, we hope the Council will:

- Continue to commit dependable, ongoing funding for bicycle and pedestrian programs.
- Prioritize gaps in the existing bicycle infrastructure. We need to assure that cyclists of all abilities can get to and around downtown.
- Connect to the regional bicycle and pedestrian network. With its shopping, scenic, historic, and cultural attractions, downtown Olympia is probably the largest potential destination for both commuter and recreational cyclists from outside the downtown core.

We are gratified to see the planning documents and public input have drawn such a strong connection between economic activity and a vibrant, safe, and welcoming downtown. "Walkability" is clearly an essential strategy for a robust business community, and downtown business owners already know that people don't spend money from their cars. When we talk about "getting more people on the streets" we really mean "getting more people on the sidewalks." Those who drive downtown must eventually leave their cars to get into businesses and attractions. Since drivers and pedestrians exchange roles, everyone benefits from downtown Olympia being a more walkable place.

We note that a hotel/convention center is mentioned in the draft Strategy materials as one way to bring in more regional visitors. Patrons of convention centers tend to walk in the local area for exercise, sightseeing, and shopping, and are likely to support the kinds of businesses that contribute to the liveliness of downtown. Again, walkability drives economic activity.

An outstanding feature of the Downtown Strategy is increased density, both in the number of people living downtown and the number of destinations people go to, such as shops, cultural activities, and public amenities like the waterfront, etc. The implications are clear:

- More people living downtown. One reason people may move downtown is to reduce their dependence on automobiles and be able to work, shop, eat, and entertain themselves and their guests nearby without having to drive. This could translate into a concentration of more walkers and cyclists as the downtown

Mayor Selby and Members of the Olympia City Council
December 6, 2016
Page 2 of 2

resident population grows. Anecdotally, a recent informal count of bicycles in the common bike storage area at a new market-rate downtown apartment building showed about one and a half bikes per occupied unit. We wonder if this indicates that new downtown residents might be more likely to ride a bicycle than we might assume. Current bicycle parking requirements could be inadequate to fulfill bike parking demand for a growing population that chooses to live within the downtown core.

- More destinations downtown. More destinations in a small area means the destinations are closer together, thus more likely within walking or biking distance. We expect to see, and should plan for, more and better infrastructure for safe pedestrian and cycling use, such as improved crossings, bike corridors, and pedestrian protection from rain and road splashes.

We support slowing car traffic through downtown to help make it a sanctuary for people walking. Bulb-outs, especially on 4th Avenue, will help slow traffic and make downtown more walkable. We also would support diverting higher traffic volumes around downtown as opposed to through downtown. High auto traffic volumes through the core work against the goal of making downtown a more walkable place. To stay in alignment with the goals of the Strategy, we see the downtown core as being best suited to pedestrian, cycle and transit traffic and less suited towards auto through-traffic.

We like the festival street idea, and we support the proposal for shared streets on the north peninsula.

We also support working with the State on a parking strategy and a marketing strategy to encourage state workers to come downtown.

Another key feature of the Strategy is to take better advantage of our geographic assets, notably the waterfront "ribbon" around downtown. Clearly, this asset is most appealing for active transportation users. As the waterfront path develops, we would like to be sure the needs of both cyclists and pedestrians are met. With adequate cycling infrastructure connecting the path to surrounding neighborhoods, the waterfront ribbon trail could provide a longer but safer option for cyclists traveling to and through downtown.

Finally, the BPAC sees buses as complementary to walking and biking. Every bus trip begins and ends with someone either walking or biking. The BPAC supports buses moving through and to downtown, because they expand options for people biking and walking.

We hope this "bicycle and pedestrian" perspective sheds a different and informative light on the Olympia Downtown Strategy. In our view, the Strategy offers a welcome and exciting future, one that we hope will include increasing numbers of residents and visitors using active transportation to enjoy our city.

Sincerely,



CHRISTINA LOCK

Chair

Bicycle & Pedestrian Advisory Committee

CL/ms/hr

W:\PLANNING\BPAC\2016\November\CLock_Council_DTS_120616.docx

cc: Michelle Swanson, AICP, Senior Program Specialist, Public Works Transportation
BPAC Members

To: The Olympia City Council
 From: The Olympia Heritage Commission
 Date: November 30, 2016
 RE: **Downtown Strategy Draft Recommendations on Heritage**

In its role as steward of Olympia's historic environment, the Heritage Commission has engaged in public outreach programs and reviewed the resulting Downtown Strategy Recommended Actions. Downtown Olympia includes hundreds of historic buildings and spaces that are major contributors to the sense of place within our community's commercial center. The Commission supports striking a balance between preserving Downtown's historical character and constructing compatible, well-designed buildings and spaces to meet current and future needs. With this in mind, the Commission makes the following recommendations on specific draft actions:

LU.1: Form a Sea level Response (SLR) Plan.

This needs to include consideration of heritage resources, including the built environment and archaeology.

LU.5: Identify buildings and tools appropriate for adaptive reuse, and promote these tools.

LU.6: Promote incentives and other tools that encourage private investment.

LU.6.B: Explore – Program to offer façade improvement grants or loans.

The toolbox for adaptive reuse, private investment, and façade improvements needs to be sensitive to and promote the enhancement of the historic context of downtown Olympia. Two tools already in use but underutilized for building rehabilitation are Federal and State preservation tax incentives. The upcoming historic architectural survey can provide baseline information for these actions.

LU.6A: Establish Downtown as an urban infill exemption area for SEPA.

Because SEPA includes important provisions for the review of potentially significant heritage resources and consultation with affected Tribes, this proposal must address the loss of this opportunity to review potential impacts and conduct meaningful Tribal consultation as required by State and Federal law.

D.1: Update design guidelines (includes view protection updates, based on 2016 views analysis).

For those properties designated individually on the Register or located within a historic district, the Commission recommends replacing the design guidelines with the U.S. Secretary of the Interior's Standards for Rehabilitation (Standards; see reverse). The Standards are already adopted under OMC 18.12 and used as the main standards for design review of building permit applications for all designated historic properties everywhere else in the city. While they are also referred to in design review Downtown, other design standards conflict with the Standards and dominate decision-making. Using the Standards for Downtown's designated historic properties would unify the City's practice of managing change in its historic environment. It would also reduce developer uncertainty by eliminating the use of multiple sets of regulations.

D.3: Inventory historic architecture in Downtown.

The information gathered in this survey will provide a baseline of information on the historical development and current condition of all buildings in our commercial core. This will assist the City's efforts in identifying significant historical design patterns to develop guidance that encourages compatible new design. It will also serve as a catalyst for identifying new tools and approaches for promoting and investing in Downtown. Grant funding for this study has already been secured and a consultant selected.

D.6: Examine potential expansion of historic district boundary and/or designation of additional historic properties.

The existing boundaries are narrow and do not accurately reflect the location of our historic downtown. The expansion of the district and individual designation would support the preservation and enhancement of the unique character enjoyed by Olympia residents, businesses and tourists. It would also allow us to expand our promotion of incentive programs, further encouraging private investment in the development of Downtown.

The City Council's vision for a vibrant Downtown is one we share. Thank you for your recognition of the role our ever-evolving historic environment plays in our economic vitality and community identity.

Respectfully,



Holly Davies

Chair, Olympia Heritage Commission

U.S. Secretary of the Interior's Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

**MEMORANDUM**

TO: City Council

FROM: Jim Nieland, Chair
Parks and Recreation Advisory Committee

DATE: December 22, 2016

SUBJECT: Downtown Strategy

According to the Council-adopted scope for the Downtown Strategy, advisory boards (other than OPC) have a role to advise Council and staff on potential initiatives to include in the Strategy, including the following tasks:

- Receive an informational briefing from staff
- In line with scope, make recommendations for initiatives pertaining to expert purpose and role for consideration by staff and City Council
- Members may participate, listen and/or observe public workshops/meetings

At the August 18, 2016 meeting, PRAC received a briefing and provided parks related feedback to staff for incorporation into the Strategy's draft recommended actions. At the December 15, 2015 meeting, PRAC reviewed the Strategy's proposed actions and provided the following comments (note, a quorum was not present).

- Views from parks and trails are important and PRAC would like to be involved in any future work efforts that may affect or impact important views from parks or trails.
- A PRAC member has volunteered to participate on the technical committee for the upcoming downtown regulations and design guidelines update.

PRAC appreciates the opportunity to participate and provide comment throughout the Downtown Strategy process and welcomes the positive changes the finished plan will affect in downtown Olympia.

RECOMMENDED ACTIONS

H.1 Develop a Comprehensive Housing Strategy to establish a mixed income residential community in Downtown.

Description and Intent

Setting the stage for Downtown to be a mixed income neighborhood is an important community goal. While the City has previously taken several steps to encourage Downtown housing, a more comprehensive housing strategy will help the City stimulate a diversity of housing options in Downtown as the area continues to grow. Rather than putting regulations and incentives in place and then waiting for the market to respond (as in the past,) the recommendation is for a more proactive approach working toward stated housing goals. This is not a one-off step, rather a strategy to be carried out by an ongoing program described in HS.2.

The strategy should include the following:

Consider

- **City-wide and Regional Housing Conditions:** Consider Downtown housing in the context of city-wide and regional housing goals;

Establish

- **Affordability Goals:** Identify affordability needs and goals through further community conversations and analysis (this effort should include a robust public conversation leading to specific City Council directives regarding the number and types of housing needed to help achieve affordability levels as well as measures to strengthen local neighborhoods.) These goals must be specific enough so that it is possible to determine (through the monitoring program) whether or not sufficient housing is being provided for all income levels, *while also being mindful that the City can influence the market, but not control it.*

Create

- **A Means to Monitor Progress and Adapt to Changing Needs:** Establish a monitoring program to periodically assess housing affordability, production levels, inventories, and other conditions relative to City goals. This is necessary to ensure that affordability goals can be met in the future as market, economic conditions, and population demographics change.
- **Identify a Variety of Implementation Measures and Development Incentives to Achieve Housing Goals:** Identify best practice incentives and other tools that the City can use to stimulate housing for households of various affordability levels. While there is some overlap, generally the tools available to the City to encourage market rate housing are different from the tools used to encourage subsidized housing. Likewise, an entirely different set of approaches may be used to work in partnership with social service and non-profit sectors to support the continuum of care that helps people experiencing homelessness transition into housing. (See the Development Incentive Tool Kit chapter for additional information.)
- **Identify Fund Sources:** Identify the resources necessary to effectively support the above-listed efforts, including both public policy and longer-term funding commitments. Also identify the resources necessary to achieve housing options for the full spectrum of household income levels (both expenses and revenues.)

Timeframe

2018 - 2019.

Lead

Community Planning and Development.

Partners and Participants

Council, Planning Commission, Olympia community and public; Other jurisdictions in the County; TRPC; Social Services; non-profits; private sector *housing developers*

Implementation Steps

1. **Scope and Budget:** City Council scopes the housing strategy and approves a budget (2017).
2. **Public Process to Form the Strategy:** The City initiates a discussion of affordable housing goals and objectives (2018).
3. **Implement Strategy:** Once the City Council adopts the specific objectives, program elements and budget, a CPD led team carries out the program further described in HS.2 (2019 and beyond).

Relationship to Other Actions

All of the other Housing Actions are important to set the stage for a comprehensive housing strategy. Additional actions that help set the stage for this effort include:

- H.2** Allocating additional resources to implement the plan will likely be necessary.
 - LU.6** Promote incentives and other tools that encourage private investment is a necessary action in order to encourage new housing development.
 - LU.3** Update zoning & development standards; includes recommendations for revising the UR zone in Southeast Downtown which will help to stabilize that neighborhood and increase residential development opportunities.
 - LU.1** Form a Sea Level Response (SLR) Plan will reduce the uncertainty related to this issue.
 - LU.7** Apply for an EPA Brownfield Assessment Grant and other federal, state funds to assist with assessment or clean-up of site contamination will assist property owners in addressing potentially costly site conditions.
 - HS.1** Convene a broad range of stakeholders to form a more coordinated response to homelessness will lead to broader understanding and agreement about transitional housing needs in the region.
- Transportation Element:** Upgrading streetscape quality will make downtown residences more desirable and encourage market rate housing development.
- 2017 Missing Middle Code Updates:** which will review options for increasing density and supporting infill housing in existing neighborhoods city-wide, including southeast Downtown neighborhood.

RECOMMENDED ACTIONS

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Description and Intent

Setting the stage for Downtown to be a mixed income neighborhood is an important community goal. While the City has previously taken several steps to encourage Downtown housing, a more comprehensive housing strategy will help the City stimulate a diversity of housing options in Downtown as the area continues to grow. Rather than putting regulations and incentives in place and then waiting for the market to respond (as in the past,) the recommendation is for a more proactive approach working toward stated housing goals. This is not a one-off step, rather a strategy to be carried out by an ongoing program described in HS.2.

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City-wide and Regional Housing Conditions: Consider Downtown housing in the context of city-wide and regional housing goals;

Establish

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Create

A Means to Monitor Progress and Adapt to Changing Needs: Establish a monitoring program to periodically assess housing affordability, production levels, inventories, and other conditions relative to City goals. This is necessary to ensure that affordability goals can be met in the future as market, economic conditions, and population demographics change.

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- **Identify Fund Sources:** Identify the resources necessary to effectively support the above-listed efforts, including both public policy and longer-term funding commitments. Also identify the resources necessary to achieve housing options for the full spectrum of household income levels (both expenses and revenues.)

Timeframe

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Lead

Community Planning and Development.

Partners and Participants

Council, Planning Commission, Olympia community and public; Other jurisdictions in the County; TRPC; Social Services; non-profits; private sector

housing developers

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3. **Implement Strategy:** Once the City Council adopts the specific objectives, program elements and budget, a CPD led team carries out the program further described in HS.2 (2019 and beyond).

Relationship to Other Actions

All of the other Housing Actions are important to set the stage for a comprehensive housing strategy. Additional actions that help set the stage for this effort include:

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- HS.1** Convene a broad range of stakeholders to form a more coordinated response to homelessness will lead to broader understanding and agreement about transitional housing needs in the region.

Transportation Element: Upgrading streetscape quality will make downtown residences more desirable and encourage market rate housing development.

2017 Missing Middle Code Updates: which will review options for increasing density and supporting infill housing in existing neighborhoods city-wide, including southeast Downtown neighborhood.

Amy Buckler

From: Amy Buckler
Sent: Tuesday, March 14, 2017 11:59 AM
To: Amy Buckler
Subject: FW: Streetscape palette

From: Sophie Stimson
Sent: Tuesday, February 28, 2017 12:45 PM
To: Amy Buckler
Subject: RE: Streetscape palette

Amy

Here are some other comments from me on the whole report:

Pg 7: Explain that Capitol and Franklin are highlighted on the map because our short term street improvements will support and enhance the transit service along these streets.

Pg 11: I think we agreed that Legion would not be shared street from Capitol to Water. This is shown on the map.

Pg 15: Change Transportation Management Plan to Transportation Master Plan.

On the Recommended Actions pages, seems like the ODA and PBIA should be listed for nearly all the actions. Should we just skip the "Partners and Participants" and just show the lead department? If not we should add ODA and PBIA to T1 and T2.

Pg 24: I was confused about the "sidewalk trail along Water Street." Water doesn't connect to the campus. Do they mean Columbia?

Pg 28 towards the bottom. It is not necessary to say existing light fixtures should be updated to LED. All streetlights should be LED.

Pg 31. Bike lanes along the curb can still be designed to include bulb outs. Not a big deal. Just pointing it out. Also on page 42. Consider removing that sentence.

Pg 31. Let's use a sharrow picture that illustrated the design we are referring to – a bike lane in one direction and sharrow in the other. I can get this picture if needed. We use this design on several streets. As a sharrow photo this is nice but not representative of the design we are referring to.

Pg 61. The cross section shown may not be acceptable for Fire access. Please just add a note that it would need to be reviewed for emergency vehicle access.

New illustrations are great! Pg 33 festival street, Pg 52 Curb design, Pg 62 Bollards

Share as you see fit.

Thanks, Sophie



TO: City Council and Planning Commission

FROM: The Downtown Strategy Stakeholder Work Group

DATE: November 14, 2016

SUBJECT: The Downtown Strategy

We, along with the City staff/consultant planning team, are pleased to submit this draft Olympia Downtown Strategy (ODS) for your consideration. We have done our best to respond to Council's direction as stated in the scope of the work for the Downtown Strategy. The process to produce the strategy has emphasized extensive public engagement, including:

- An average of 100 attendees at each of 5 public work sessions and open houses;
- A total of 3,936 responses to 4 web-based surveys;
- Two forums hosted jointly with the Economic Development Council, including participation from 30 members of the business and development community;
- Over 30 special topic meetings with interested parties;
- 10 Stakeholder Work Group meetings during which we reviewed public input and staff planning team work, brainstormed ideas, sketched alternative scenarios, advised on public work sessions, and provided direction to the planning team.

We believe that the Downtown Strategy we are forwarding reflects the general directions and public preferences resulting from the public engagement process.

In looking back over this roughly one year process, we observe the following:

- The public process presented a good example of how to build a plan around a collective community vision
- A huge amount of effort was devoted to this and over 3000 citizens from the region were involved
- The number of people who participated is reflective of how much our community cares about downtown
- The process offered opportunities to learn about issues and understand diverse perspectives within the community
- The various facets of the strategy were considered in a holistic way that enabled us to see how diverse actions are interconnected and unite to achieve the variety of goals
- Over the year, individual stakeholder work group members participated in workshops and events, helped other people stay connected and not only brought their own views to the table but others' as well



- The will of the people was taken seriously, and the strategy is reflective of the feedback provided during the stakeholder work group meetings, survey results and results from public workshops and the final open house.
- The strategy includes actions that will provide economic benefit not just downtown businesses and the city, but to the entire of Thurston County
- We feel very optimistic about downtown's future, and enthused to see new housing development planned for downtown
- The actions proposed in the strategy will enhance, promote and continue positive developments
- To implement these, sustained - and in a few cases - additional resources will be needed
- The housing strategy in particular is essential to achieve and maintain the diversity of housing envisioned for downtown. We encourage you to support dedicated and sustained resources for the downtown housing strategy, understanding this effort may commence following a homelessness response plan
- The Downtown Strategy is an important legacy project for Olympia, and we wholeheartedly support its implementation

In conclusion, we urge you to positively consider this strategy and incorporate its recommendations into the City's upcoming activities.



Stakeholder Work Group (including alternates)

- 1. Missy Watts**
Olympia Planning Commission (OPC)
- 2. Carole Richmond**
OPC (alternate)
- 3. Connie Phegley**
Parking & Business Improvement Area (PBIA); Owner, Old School Pizzeria
- 4. Kim Murillo**
PBIA (alternate)
Owner: Little General
- 5. Dave Platt**
Olympia Downtown Association (ODA);
Owner: The Mailbox of Olympia
- 6. Vida Zvirzdys-Farler**
ODA (alternate)
Downtown Property Owner
- 7. Annette Roth**
Marketing & Communications Director
Economic Development Council (EDC)
- 8. Mike Reid**
Senior Manager Business Development
Port of Olympia
- 9. Terry Wilson**
Vice President,
KIDDER MATHEWS
Commercial Broker
- 10. Janice Arnold**
JA FELT Studio & Lab
Artist
- 11. Jeff Stokes**
Brewer/Bar Manager
Three Magnets Brewing Co.
- 12. Karen M. Parkhurst**
Senior Planner
Thurston Regional Planning Council
- 13. Janae Huber**
Co-founder, Olympians for People
Oriented Places (OPOP)
- 14. Meg Martin**
Program Director, The People's House
- 15. Bob Wubbena**
Owner: Percival Plaza & Fiddlehead
Marina
- 16. Clydia Cuykendall**
Coalition of Neighborhoods (CNA)
- 17. Karen Reagan**
Downtown Neighborhood Association
(DNA)
- 18. Tessa Andrascik**
DNA (alternate)
- 19. Jessicarae Nunez**
Owner: N Design
- 20. Ruben Nunez**
Owner: N Design (alternate)

Actions



Topic Area	Ref	Recommended Actions	2017	2018/19	2020/21	Lead	Estimated Cost* within next year	Anticipated Funding Source
Land Use	LU.3	Update zoning & development standards	➔			CPD		Existing Staff
	LU.4	With partners, develop actions to enhance and promote waterfront recreation activities		➔		OPAR		
	LU.1	Form a Sea Level Response (SLR) Plan www.olympiawa.gov/sealevelrise	➔	➔		PW	\$250,000	Joint funding, LOTT, Port and City
	LU.2	Develop and adopt a land use, circulation, design & environmental enhancement plan for the isthmus. Scope public process for long-term plan and begin interim improvements in 2017.	➔	➔		OPAR/ CPD	Up to \$500,000 for Interim Improvements	Parks CIP; 2015 CFP; Existing Staff
	LU.5	Identify buildings and tools appropriate for adaptive reuse, and promote these tools	➔	➔	➔	CPD		Existing Staff
	LU.6	Apply for an EPA Brownfield Assessment Grant and other federal, state funds to assist with assessment or clean-up of site contamination	➔	➔	➔	CPD		Existing Staff
	LU.7	Explore how City-owned properties could be redeveloped through public/private partnerships to meet goals	➔	➔	➔	CPD		Existing Staff
Development Incentives	DI-2	Establish Downtown as an urban infill exemption area for SEPA	➔			CPD		Existing Staff
	DI-1	Promote incentives and other tools that encourage private investment	➔	➔	➔	CPD		Existing Staff
	DI-3	Explore - Program to offer façade improvement grants or loans		➔	➔	CPD		Existing Staff
	DI-4	Explore the utility of a Local Improvement District (LID) to fund projects that benefit contributing property owners such as street improvements, utilities, etc		➔	➔	ASD/ CPD		
	DI-5	Explore the benefits of applying for Community Economic Revitalization Board (CERB) funds		➔	➔	CPD		
	DI-6	Explore - Extending lower Downtown impact fees to additional uses in the Downtown		➔	➔	CPD		Existing Staff
	DI-7	Explore – Deferral of utility hook-up fees until time of Certificate of Occupancy (rather than time of permit)		➔	➔	TBD		
	DI-8	Explore – Program to offer grants or loans for structural assessment and fire sprinklers for older buildings		➔	➔	CPD	CDBG if Low Income	Existing Staff
Design	D.1	Update design guidelines for building and site development (includes view protection updates based on 2016 views analysis)	➔			CPD	\$50,000 Consultant	2015 Carry over Funds; Existing Staff
	D.2	Update sign code to address unique Downtown needs and character www.olympiawa.gov/signcode	➔			CPD	Consultant \$35,000	Development Review Fund; Existing Staff
	D.3	Inventory historic architecture in Downtown	➔			CPD	\$20,000	Grant
	D.7	Implement view protection objectives by memorializing designated views in the Comprehensive Plan (2018) update view protection standards as part of D.1 in 2017	➔	➔		CPD	See D.1 Above	
	D.4	Examine potential expansion of historic district boundary and/or historic designation of additional structures		➔		CPD		
	D.5	Develop an art and wayfinding plan that adds more public art and wayfinding to the streetscape in a well-coordinated fashion		➔		OPAR		
	D.6	Upgrade/establish gateway signage at key locations (Plum Street & Union; Capitol Way & Union)			➔	OPAR		

Actions



Topic Area	Ref	Recommended Actions	2017	2018/19	2020/21	Lead	Estimated Cost* within next year	Anticipated Funding Source
Transportation	T.6	Update the Downtown Parking Strategy - determine path forward for more convenient, available parking to support local business and residential needs www.olympiawa.gov/parking	➔			CPD	\$177,000	Parking Funds; Existing Staff
	T.7	Prepare and adopt a Street Tree Master Plan to inform future street tree and streetscape plantings	➔			CPD	\$15,000	Program Funds
	T.8	Complete an evening lighting audit to determine areas where more street and pedestrian lighting is needed. Share info with Downtown property owners and businesses leading to next steps for improved lighting	➔			CPD		
	T.1.A	Franklin Street & Legion Way SE segments (Multi-modal circulation; Character enhancements; Legion: Festival Street)	➔	➔		PW	\$3,000,000	Transportation Capital Funds
	T.5	Develop a Transportation Master Plan	➔	➔		PW	\$300,000	Transportation Funds
	T.2	Explore traffic calming opportunities at intersections along 4th Ave SE	➔	➔	➔	PW	Unknown	Part of T.1 Projects
	T.1.B	Jefferson Avenue segment (Multi-modal circulation; Character enhancements; Focus on greener landscaping)		➔		PW	\$1,500,000	Transportation Capital Funds
	T.4	Explore new and diverse funding options for future streetscape improvements and sidewalk repair and replacement		➔		PW		
	T.9	Convene partners and coordinate next steps for improving and marketing the 'Olympia Waterfront Route' (planned trail along the waterfront)		➔		OPAR		
	T.1.C	Capitol Way and Washington St. segments (Multi-modal circulation; Character enhancements; Capitol Way = Considering a Road diet to improve pedestrian experience; Washington = Considering a protected N-S bike lane to the Farmers Market)			➔	PW	\$3,000,000	Transportation Capital Funds
	T.3	Update streetscape design guidelines in the Engineering Design and Development Standards (EDDS) for alignment with street function and character area recommendations			➔	PW		
Homelessness	HS.1	Convene a broad range of community stakeholders, including social service providers, business owners, housed and homeless Downtown residents, Downtown business patrons, agency/ City/ County representatives, and other relevant sub-groups, to form an action plan leading to a more coordinated response to homelessness/street dependency and the impacts to Downtown	➔	➔		CPD	\$50,000 to \$100,000	
	HS.2	Initiate a discussion with regional policy makers about future social service siting, funding and support needs throughout the region	➔	➔		Council	See HS.1	
Housing	H.8	Include housing as part of Community Renewal Area (CRA) public/private partnerships for Water Street and former Griswolds site www.olympiawa.gov/CRA	➔	➔		CPD	\$300,000 for Griswolds'	
	H.7	Explore Downtown park needs, particularly in the Southeast Neighborhood area	➔	➔	➔	OPAR		
	H.5	Actively work with partners (i.e., higher education and artist organizations) to encourage affordable housing, studio, rehearsal, live/work and gallery space for artists, and other types of workforce housing	➔	➔	➔	CPD		Existing Staff
	H.3	Facilitate construction of new market rate housing by using, promoting and exploring additional incentives/tools to encourage a range of housing options for a range of incomes and lifestyles (e.g., various size apartments/studios, townhomes, live/work, collective living, etc.)	➔	➔	➔	CPD		Existing Staff
	H.1	Develop a Comprehensive Housing Strategy to establish a mixed income residential community in Downtown		➔		CPD	\$25,000 to \$50,000	Unknown
	H.2	Dedicate additional resources for an ongoing housing program to implement the Housing Strategy described in H-1		➔	➔	CPD	\$120,000 a Year	Additional Funds Needed
	H.4	Inventory current affordable units and study their risk of displacement. Identify actions to encourage property owners, housing agencies and non-profit housing providers to retain current inventory of affordable units		➔	➔	CPD	Part of H.1	
	H.6	Foster DT neighborhood organization(s) through self-help activities, funding, and public services; explore options for increasing a sense of community in mixed use/residential neighborhoods			➔	CPD		Existing Staff

*Approximate cost of next step in current and/or next budget year

Actions



Topic Area	Ref	Recommended Actions	2017	2018/19	2020/21	Lead	Estimated Cost* within next year	Anticipated Funding Source	
Retail & Economic Development	R.1. — Provide a clean and safe Downtown environment								
	R.1.F	Assess outcome of shared trash compactor pilot, and continue the program if it is successful	➤			PW			
	R.1.D	Locate public restrooms Downtown	➤	➤		CPD	TBD	Existing Funds; Existing Staff	
	R.1.C	Ongoing Clean & Safe efforts in partnership with ODA & PBIA	➤	➤	➤	CPD	\$350,000	Existing Staff; PBIA Funds	
	R.1.E	Continue Artesian Commons programming, Park Rangers and Artesian Leadership Committee and Action Teams	➤	➤	➤	OPAR			
	R.1.A	Aim to accommodate a full-time walking patrol (6 officers all year)		➤		OPD	\$812,000 ongoing	Not Funded	
	R.1.B	Coordinate the development of a nightlife/safety plan for the Entertainment Area		➤		CPD		Existing Staff	
	R.2. — Strengthen existing & local businesses								
	R.2.G	Initiate partners to work with the State on a marketing strategy to encourage state workers to come Downtown (relates to R.4.F and R.4.C)	➤	➤		TBD			
	R.2.A	Develop and maintain a business support webpage	➤	➤	➤	CPD		Existing Staff	
	R.2.D	Invite guest speakers to Downtown business groups to share info re: financial and technical resources & offer training on best practices for local retailers (merchandising, understanding consumer options, online vs. brick & mortar marketing, etc.)	➤	➤	➤	CPD		Existing Staff	
	R.2.E	Promote and provide assistance with available development tools	➤	➤	➤	CPD		Existing Staff	
	R.2.F	Develop a media plan to regularly communicate about Downtown improvements & use data to tell a different story about Downtown	➤	➤	➤	CPD	\$20,000/yr	Existing Staff; May need additional funds	
	R.2.H	Maintain City-driven Economic Development Program (Economic Development Director & Downtown Liaison)	➤	➤	➤	CPD		Existing Staff	
	R.2.I	Provide support to carry out the PBIA's 5-year Strategic Plan	➤	➤	➤	CPD		PBIA Funds; Existing Staff	
	R.2.K	Fund the Grow Olympia Fund (helps existing businesses grow) and contributing funds for the regional Tune-Up Program (helps stabilize existing businesses)	➤	➤	➤	CITY		Existing Staff	
	R.2.B	Conduct a business retention survey with local retail business owners		➤		CPD		Existing Staff	
	R.2.C	Improve upon existing permit assistance at the front counter by developing information and materials to help small business owners with opening a storefront		➤		CPD		Existing Staff	
	R.2.J	Consider expanding the Parking & Business Improvement Area (PBIA) Boundary		➤		CPD		Existing Staff	
	R.3 — Help ensure adequate space for a spectrum of businesses								
	R.3	Help connect businesses (new or existing) to available properties through real estate listings, local commercial brokers and property owners. Help connect businesses looking for real estate options or shared spaces with each other and available resources	➤	➤	➤	CPD		Existing Staff	
	R.4 — Promote tourism								
	R.4.C	Support branding/marketing efforts in partnership with the Visitors & Convention Bureau, ODA, PBIA and others	➤	➤		TBD	See R.2.F		
	R.4.A	Work with partners to leverage Thurston County's designation as an Innovation Partnership Zone for brewing and distilling to advance Art/Tech and Entertainment areas	➤	➤	➤	CPD		Existing Staff	
	R.4.D	Support existing Downtown assets, and provide support for investment interest for additional attractions, including a college presence and a full-service hotel	➤	➤	➤	CPD		Existing Staff	
	R.4.F	Continue to support events by providing logistical support and implement the Music Out Loud Program. Work with marketing partners as part of R.4.C and R.2.G to consider new events and promote an cohesive event cycle	➤	➤	➤	OPAR			
	R.4.B	Look into how signage along I-5 can be improved		➤		CPD		Existing Staff	
	R.4.E	Identify steps to develop and promote arts, culture and heritage activities, particularly in the Art/Tech and Entertainment areas		➤		OPAR			

Key

- ASD** Administrative Services Department
- CPD** Community Planning and Development Department
- OPAR** Parks, Arts and Recreation Department
- OPD** Olympia Police Department
- PW** Public Works Department
- Ref** Reference to Downtown Strategy Action Item
- TBD** To Be Determined

*Approximate cost of next step in current and/or next budget year

Home » Community » Downtown » Downtown Strategy

Olympia's Downtown Strategy

Featured Links

- [Downtown Vision & Goals](#)
- [View 2017 Implementation Items](#)
- [Downtown Zoning & Basic Standards](#)
- [Downtown Design Districts and Standards](#)
- [First Floor Land Use Inventory Map](#)
- [Downtown Development Projects Map](#)
- [Community Renewal Area \(CRA\)](#)
- [Action Plan](#)
- [Grow Olympia Fund](#)

Navigation

- [About Olympia](#)
- [Diversity & Equity](#)
- [Maps](#)
- [Regional Links](#)
- [Getting Around](#)
- [Visiting the Capitol](#)
- [Parks, Arts & Recreation](#)

feedback

What's Next?

Following a public hearing, the Olympia Planning Commission has recommended adoption with some minor changes. The City Council will review the final report at their regular business meeting on April 25, 2017. The staff report will be available for viewing on the [City's agenda page](#) 5 days before the meeting.

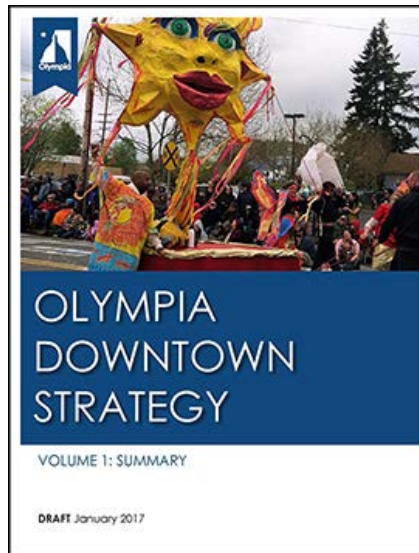
What is the Downtown Strategy?

The Downtown Strategy (DTS) will help to make the [community's vision and goals for Downtown](#) a reality. Our vision is for Downtown to be a more vibrant and attractive place to live, work and play. Based on an extensive public process, the Strategy also:

- Identifies community priorities
- Outlines realistic and impactful actions for the next five years
- Guides budgets and work plans
- Builds community partnerships
- Helps us market Downtown

[View the DTS Summary](#)

Additional background chapters and appendices are below.



Elements of the Strategy



Land Use

Focuses on development regulations and other City planning actions to support our vision of Downtown as a thriving multifunctional urban center - especially the community's desire for a family-friendly waterfront.

- [View Chapter](#)



Development Incentives

Describes 48 tools that support business and development goals, including funding methods, regulatory measures, programs and collaborative activities. Though many are already in use, the DTS recommends additions.

- [View Chapter](#)

Design

Addresses design-related actions toward a more attractive and high quality urban environment, including design guidelines, wayfinding and art, historic preservation, and

Action Plan
 PUTTING OUR COMPREHENSIVE PLAN INTO ACTION

New
 FINANCING OPTIONS FOR SMALL BUSINESSES

CRA
 OLYMPIA'S COMMUNITY RENEWAL AREA PROGRAM

City Calendar

- 04/22 - 10:00 a.m. [Earth Day Event](#)
- 04/24 - 6:30 p.m. [No Hearing Examiner](#)
- 04/24 - 6:30 p.m. [Design Review Board Notice of Special Public Meeting](#)
- 04/25 - 2:30 p.m. [PBIA Clean and Safe Committee](#)
- 04/25 - 5:30 p.m. [Executive Session](#)

→ [View full calendar...](#)

City Updates

TAKE THE PLEDGE - CONSERVE, SAVE & WIN! Join Mayor Selby and your fellow Olympians and take the pledge to conserve water now through April 30 at [mywaterpledge.com](#). Participants from the winning City will be entered to win hundreds of prizes, including a new Prius.

SATURDAY DROP-OFF SITE. The Saturday Drop-off site is open from 9-2 every Saturday to accept your recyclables and scrap metal free of charge and yard waste for a small fee. [More...](#)

GATEWAYS PUBLIC ART. Learn more about our plan to add public art at 8 gateways locations around Olympia and take a survey to tell us what types of art should be considered. [More...](#)

DOWNTOWN STRATEGY UPDATE. Olympia's Downtown Strategy is in the final stretch toward adoption. View the draft now on our [Downtown Strategy page](#).

2017 WATER QUALITY REPORT. The City's annual water quality report is now available and shows that Olympia meets all State and Federal drinking water standards. [More...](#)

SANCTUARY CITY. Read Mayor Selby's statement on Olympia's commitment to remain a Sanctuary City in the face of



view protection measures.

- [View Chapter](#)



Transportation

New street design concepts and investments to achieve the Strategy's vision of "Connecting People, Places and Spaces" – While all modes are considered, there is a special focus on pedestrians and bikes.

- [View Chapter](#)



Homelessness in Downtown

Focuses on the importance of taking next steps to address the human needs and impacts associated with homelessness in Downtown Olympia.

- [View Chapter](#)



Housing

Outlines proactive actions the City can take to help set the stage for strong, resilient Downtown neighborhood(s) with housing options for households with a wide range of incomes.

- [View Chapter](#)



Retail Business, Community & Economic Development

Outlines a 6-point retail strategy with actions the City and partners can take to promote a vibrant, dynamic business environment that attracts people, activity and investment.

- [View Chapter](#)

Appendices

A. Summary Reports

- [1. Public Participation Timeline](#)
- [2. Step 1 Report](#)
- [3. Step 2 Report](#)
- [4. Step 3 Report](#)
- [5. DTS Relationship to Other Plans](#)

C. Development Initiatives

- [1. Tool Box](#)
- [2. SEPA Memo](#)
- [3. Impact Fee Memo](#)
- [4. Utility Hook-up Memo](#)

E. Transportation

- [1. Palette of Streetscape Improvements](#)

B. Economic & Retail Reports

- [1. Market Study](#)
- [2. Feasibility Analysis](#)
- [3. Retail Forum Report](#)

D. Design

- [1. Preliminary Scope for Design Guideline Update](#)
- [2. View Analysis Background](#)
- [3. View Analysis Support Graphics](#)

F. Housing

- [1. Housing Affordability Memo](#)

increased pressure. [More...](#)

2017 ADOPTED OPERATING BUDGET. The [2017 Adopted Operating Budget](#) is available for viewing.

2017-2022 ADOPTED CAPITAL FACILITIES PLAN. The [2017-2022 Adopted Capital Facilities Plan](#) is now available to view online. For more information on Olympia's Budget process or how you can be involved please see our [Budget 365 page](#)

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

MEETINGS. [Agenda and Minutes](#) for City Council and most advisory committees.

Developing the Strategy - How We Got Here

[Step 1: Gathering Information - COMPLETE](#)

In Step 1 we will gather information and analyze downtown conditions and goals, leading to the identification of more specific objectives.

Deliverables for Step 1

- Preliminary real estate, job, housing and retail market analysis, describing how the different sectors interact and influence the Downtown's overall economic vitality.
- Mapping of sub-districts (areas of special character or function) within the downtown strategy area

Results from Step 1

- [Step 1 Summary Report](#)
- [Results from online survey 1](#)

[Step 2: Evaluate Alternatives - COMPLETE](#)

Step 2 evaluates alternatives for land use, urban form and design, circulation, streetscape, high level parking strategies, and housing and social service measures.

Deliverables for Step 2

- Identification of priority viewsheds, and analysis of how these could be protected through urban form alternatives, and the impacts to economic, housing and other goals.
- Meeting with representatives of housing and social program providers to craft proposals that address housing and social support programs in downtown.
- Analyze feasibility of various development types, and the economic implications.
- Inform the scope of City's upcoming parking strategy with a general comparative analysis of what parking issues might arise under different land use options.

Results from Step 2

- [Step 2 Summary Report](#)
- [Q & A from Workshop #2](#)
- [Notes from Meeting with Social Service Providers](#)

[Step 3: Urban Design - COMPLETE](#)

Step 3 will develop a preferred land use & urban design strategy, and related real estate, housing, business and retail strategies.

Deliverables for Step 3

- Develop a comprehensive downtown street improvement strategy that describes concepts appropriate for sub-districts, and includes schematics for 5 streets segments in the core that will be transformed over the next 6 years.
- Meet with Design Review Board and Heritage Commission to discuss priorities for historic preservation and design guidelines.
- Meet with housing and social services to identify implementation measures, including the resources and organizational collaboration necessary to carry them out.


Results from Step 3

- [Step 3 Report](#)
- [Results from Online Survey #3](#)

Development & Business Forum #1

- [Executive Summary](#)

Urban Design Discussion

- [Video - event presentations](#) 
- [Presentation with e-polling results](#)

[Step 4: Develop Tools - COMPLETE](#)

Phase 4 will develop recommendations for zoning, view protection, design code amendments, and business and real estate incentives.

Deliverables for Step 4

- Provide design concept illustrations, and review design recommendations with the Design Review Board.

- Meet with housing and social services to identify implementation measures, including the resources and organizational collaboration necessary to carry them out.
- Discussion of potential SEPA exemptions for minor construction projects and infill exemption areas, along with methods to address historic and cultural resources.
- Draft a time phased implementation strategy that integrates recommended elements.

Results from Step 4

DTS Workshop #3

- [Powerpoint Presentation](#)
- [Workshop Results](#)
- [Online Survey #4 Results](#)

Development & Business Forum #2

- [Executive Summary](#)

[Step 5 - Draft Report Available](#)

In Step 5 the Draft Downtown Strategy will be reviewed by the Olympia Planning Commission, leading to adoption by the City Council.

Deliverables for Step 5

- The Olympia Planning Commission will review the draft Downtown Strategy for consistency with the Comprehensive Plan.
- The Commission and Council review process, including any workshops, public hearings or other opportunities.

Step 5 Public Meetings

- **Open House for Draft Downtown Strategy:** (Done)
- **Open House & Planning Commission Briefing:** (Done)
- **Public Hearing:** (Done)
- **City Council to Review Draft:** April 25, 2017, 7 p.m., City Hall

[Stakeholder Work Group](#)

A group of 15 citizen and other stakeholder representatives advised staff and consultants in preparation of public workshop materials.

- [Letter from the Stakeholder Group](#)
- [Role of the Stakeholder Group](#)
- [Stakeholder Work Group Bios](#)

Questions?

Contact Amy Buckler, Senior Planner at **360.570.5847** or dts@ci.olympia.wa.us

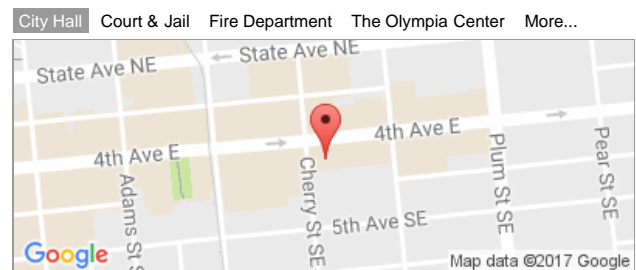
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City Council

Approval of 2017 Neighborhood Matching Grant Allocation

Agenda Date: 4/25/2017
Agenda Item Number: 6.B
File Number: 17-0444

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

Title

Approval of 2017 Neighborhood Matching Grant Allocation

City Manager Recommendation:

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation

Move to approve Neighborhood Matching Grant Amounts contingent on negotiation of agreements with respective neighborhood associations to complete each project in 2017.

Report

Issue:

Whether to approve the recommended funding for eight (8) 2017 matching grants for seven (7) Recognized Neighborhood Associations.

Staff Contact:

Anna Schlecht, Neighborhood Match Grant Program Manager, Community Planning & Development (CPD), 360.753.8183

Presenter(s):

Julie Hankins, Council member and Neighborhood Match Grant Review Team Chair
Anna Schlecht, Neighborhood Match Grant Program Manager

Background and Analysis:

The Neighborhood Matching Grant (NMG) program helps Olympia residents to help themselves by providing matching funds for community projects.

When the program was established, the Olympia City Council stated that its goal is *“to encourage projects that foster civic pride, enhance and beautify neighborhoods, expand citizen involvement, and promote the interests of the Olympia community. To accomplish this goal, the Olympia City Council will make available grant funds to Recognized Neighborhood Associations up to a 50/50 matching basis. The City Council firmly believes that community participation and commitment to accomplish improvements within our City are mutually beneficial to all Olympia residents.”*

Program Changes: In 2016 - 2017, staff reviewed the scope of the program to ensure compliance with Parks and Public Works development standards and overall City compliance with federal Labor Standards provisions. This review found that in recent years, the NMG Program had expanded into areas beyond the original intended scope. Some of the projects were located in public parks and on other City properties and required extensive staff support and legal review to be completed and compliant with all pertinent regulations.

Staff worked with the Coalition of Neighborhood Associations to clarify the scope of the NMG program to address smaller scale projects (neighborhood mailings, signage, etc). The larger projects involving parks and public lands would be referred to the appropriate City departments for consideration as “neighborhood priority projects” to be included in work plans, along with NMG funding to assist with the completion of those projects. **Please note:** All projects that required additional city staff support are identified on the attached 2017 NMG Program Review Team Recommendations. Those costs are presented above.

2017 Neighborhood Match Grant Proposals For 2017, the City Council approved a budget of up to \$23,000.00 to be used for the Neighborhood Matching Grant program. All Recognized Neighborhood Associations (RNAs) in good standing were invited to apply for grant funds. The deadline for submittal was March 10, 2017. The City received nine (9) applications from eight (8) different RNAs totaling approximately \$17,180.94 in requested matching grants from the City.

Review of the applications was handled by a team of three (3) raters who used the six (6) criteria provided with the application to assess each application. The review team consisted of the following people:

- **Council member** Julie Hankins (former Coalition of Neighborhoods President);
- **Olympia Parks Supervisor III** Sam Baker
- **Olympia Public Works Senior Transportation Program Specialist** Michelle Swanson

The criteria used for review were that the application demonstrated that the project:

1. Will result in a direct and lasting environmental benefit to the neighborhood and/or wider community,*
2. Will foster community engagement and enrichment opportunities,*
3. Is ready to begin after funding has been approved,
4. Is likely to be completed by December 31, 2017,
5. Is easily accomplished with volunteers, and
6. Does not require extensive City staff involvement to be completed successfully.

* Weighted double because they speak directly to the City Council’s goals for the program as described above.

The list of projects recommended for funding is attached.

One of the proposals did not meet minimum application requirements for the following two reasons and was not recommended for funding: 1) virtually no community engagement element to the

proposal; and 2) no budget detail for requested funds.

NMG Program Staff Support: The 2017 NMG program allocation was \$23,000, leaving \$9,319.06. Because the requested amount of grant funds is under the amount of funds approved for this year's grant projects, City staff recommend approval of funding for the proposed eight (8) projects to be supported with \$8,000 for the essential city staff support not previously budgeted via Department work plans. This includes:

\$ 2,000	Parks staff support	Bigelow House Historic Orchard
\$1,000	Parks staff support	Lion's Park Kiosk
\$2,000	Public Works support	Walking Trail
<u>\$1,500</u>	<u>CP&D support</u>	<u>Additional project support</u>
\$6,000	Total costs for City staff support of NMG projects	

Based on the above, following is a NMG 2017 budget:

\$4,000	Bigelow Neighborhood Association (RNA): <i>Historic Orchard</i>
\$1,568.34	Eastside RNA: <i>Lion's Park Community Kiosk</i>
\$568.98	Eastside RNA: <i>Community Mailer</i>
\$1,236.90	Indian Creek RNA: <i>Communication Improvement Plan</i>
\$1,750	Northeast RNA: <i>Info, Communication & Engagement Project</i>
\$826.72	Northwest Olympia RNA: <i>Community Awareness/Signage Project</i>
\$810.00	South Capitol RNA: <i>Outreach and Capacity-Building</i>
\$2,920	Southwest Olympia RNA: <i>"Walking Park" Upgrade & Neighborhood Walking Map</i>

\$13,680.94	TOTAL PROPOSED NEIGHBORHOOD MATCH GRANTS <i>(Generates \$17,250.96 in match to create \$30,931.90 in projects)</i>
\$6,000.00	City Staff Support required for compliant projects (Parks, Public Works, Legal Department)
<u>\$3,319.06</u>	<u>Funds to be returned to City General Fund</u>
\$23,000	TOTAL NEIGHBORHOOD MATCH GRANT 2017 PROGRAM

Neighborhood/Community Interests (if known):

As demonstrated by the number of applications, there is strong interest among Neighborhood Associations in this program. The wider community of Olympia is strengthened by the environmental health and vitality of its neighborhoods. The proposed projects provide environmental, aesthetic, and community engagement benefits to City residents and businesses.

Options:

Note: All options would be contingent on negotiation of agreements with respective neighborhood associations to complete each project in 2017.

1. Approve the Neighborhood Matching Grants as listed in attachment.
2. Approve partial or full funding of a subset of grant requests which the Council sees as consistent with the goals of the program.
3. Choose not to approve Neighborhood Matching Grants applications.

Financial Impact:

The 2017 budget provides up to \$23,000.00 to be used for the Neighborhood Matching Grant

program. If all recommended matching grants are approved, the total City match would fall within the budgeted amount. The estimated staff time to support each matching grant ranges from 20 to 60 hours.

Attachments:

2017 NMB Program Review Team Recommendations

2017 Neighborhood Match Grant Program - Review Team Recommendations

Neighborhood	Project Description	Additional Staff Review	Score (Avg.)	Total Project Cost	RNA Match	Request to City
Bigelow	Bigelow House Historic Orchard*	Parks	13	\$8,008.00	\$4,008.00	\$4,000.00
<i>*Requires Parks staff supervision to ensure compliance with Parks development standards</i>						
Eastside	Combined Community Mailer	N/A	20	\$1,210.26	\$641.28	\$568.98
Eastside	Lions Park Community Kiosk*	Parks	16	\$3,358.58	\$1,790.24	\$1,568.34
<i>*Requires Parks staff supervision to ensure compliance with Parks development standards</i>						
Indian Creek	Communication Improvement Plan	N/A	19	\$2,893.54	\$1,656.64	\$1,236.90
North East	Info, Connection & Engagement Project	N/A	20.67	\$6,123.48	\$4,373.48	\$1,750.00
North West Olympia	Community Awareness/Signage Project	N/A	20.67	\$1,653.44	\$826.72	\$826.72
South Capitol	Outreach and Capacity-Building	N/A	19	\$1,611.60	\$801.60	\$810.00
South West Olympia	"Walking Park" Upgrade & Neighborhood Walking Map**	N/A	18.67	\$6,073.00	\$3,153.00	\$2,920.00
<i>**Requires Public Works staff supervision to ensure compliance with Public Works development standards</i>						
TOTALS:				\$30,931.90	\$17,250.96	\$13,680.94

NOT RECOMMENDED FOR FUNDING

Goldcrest*	W Entrance Storm Flow & Landscape Restoration	N/A	N/A	\$7,133.60	\$3,633.60	\$3,500.00
<i>*Not recommended for funding – Insufficient RNA community engagement included, very limited budget detail</i>						