



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, November 15, 2016

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [16-1251](#) Special Recognition - 2016 Historic Preservation Awards

Attachments: [Rehabilitation Photos](#)
[Preservation Month Photos](#)
[Preservation Award History](#)

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 [16-1239](#) Approval of November 1, 2016 City Council Meeting Minutes

Attachments: [Minutes](#)

4.B [16-1264](#) Approval of November 7, 2016 Special Study Session Meeting Minutes

Attachments: [Minutes](#)

- 4.C [16-1218](#) Approval of Resolution Declaring a Substantial Need for Property Tax

Attachments: [Resolution](#)

- 4.D [16-1096](#) Approval of the Interlocal Agreement for Paramedic Services with Thurston County

Attachments: [Contract](#)

- 4.E [16-1255](#) Approval of Percival Landing Remedial Action Grant Agreement

Attachments: [Agreement](#)

4. SECOND READINGS

4. FIRST READINGS

- 4.F [16-1210](#) Adoption of Ordinance to Amend Project Permit Application Content Lists (OMC 18.77) and Definitions (OMC 18.02.180)

Attachments: [Ordinance](#)

- 4.G [16-1185](#) Approval of an Ordinance Appropriating \$1,347,150 for a Downtown Emergency Response Unit Pilot

Attachments: [Ordinance](#)

5. PUBLIC HEARING

- 5.A [16-0188](#) Public Hearing on the 2018-2023 Six-Year Transportation Improvement Program

Attachments: [Project Summary](#)

[Project Maps](#)

[WSDOT Report](#)

- 5.B [16-1217](#) Public Hearing on the 2017 Ad Valorem Tax Ordinance

Attachments: [Ordinance](#)

[Presentation](#)

[Preliminary Estimated 2017 General Fund Revenue by Type](#)

- 5.C [16-1227](#) Public Hearing on the 2017 City of Olympia Operating Budget

- 5.D [16-1228](#) Public Hearing on the 2017-2022 City of Olympia Capital Facilities Plan (CFP)

Attachments: [2017 Capital Facilities Plan Changes](#)

6. OTHER BUSINESS

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 - 2016 Historic Preservation Awards

Agenda Date: 11/15/2016
Agenda Item Number: 2.A
File Number: 16-1251

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

Title

Special Recognition - 2016 Historic Preservation Awards

Recommended Action

Committee Recommendation:

the Olympia Heritage Commission seeks recognition of the recommended award recipients for the 2016 Excellence In Historic Preservation Award.

City Manager Recommendation:

Recognize the recommended Historic Preservation Award recipients.

Report

Issue:

Whether to celebrate the work that ordinary Olympians do to preserve and celebrate our city's unique historic places.

Staff Contact:

Michelle Sadlier, Historic Preservation Officer, Community Planning & Development, 360.753.8031

Presenter(s):

Holly Davies, Chair of the Olympia Heritage Commission

Notified: Award Recipients Sean Kirby and members of the Thurston-Lewis-Mason Central Labor Council

Background and Analysis:

Under their role of promoting excellence in historic preservation, the Heritage Commission reviews nominations and recommends one or more recipients for Olympia's Historic Preservation Award each year. While each recipient contributes something unique, the Preservation Award is intended to recognize the people and projects which serve as a model for preserving and championing Olympia's historical culture, architecture, and stories as embodied in its historic places.

For 2016, the Heritage Commission wishes to applaud the work of a number of people and groups, including tonight's award recipients. They are:

1. Sean Kirby, for rehabilitating the Trena and Leo Belsito House (408 27th Avenue SE)
(Attachment 1)

Sean Kirby has gone above and beyond the call of duty in rehabilitating this significant Trena Worthington-designed home from 1948. Paying extremely close attention to detail, Mr. Kirby painstakingly restored rotting and failing building systems and finishes to their original grandeur while making minor design concessions where necessary in order to make the house function for modern living. The modern upgrades - such as the kitchen remodel, basement build-out, new garage doors, and minor expansion of the front balcony - are tastefully executed so that the original character is well-preserved and the new elements seamlessly integrated into the historic fabric. This house stands as a model for appropriate rehabilitation of a highly significant Olympia landmark property.

After completing this major rehabilitation project, Mr. Kirby successfully nominated his home for the Olympia Heritage Register. Thanks to his passion and initiative, the Trena and Leo Belsito House is now recognized and preserved as a local landmark for current and future generations.

2. Thurston-Lewis-Mason Central Labor Council, for celebrating Olympia's places of labor history (Attachment 2)

The inspiration for the selection of this year's theme for Preservation Month, "Labor in Olympia - This Place Matters," came from the Thurston-Lewis-Mason Central Labor Council. In purchasing and presenting to the City of Olympia the John Vanek sculpture entitled "Dignity in Labor," the Labor Council took the initiative to use art to mark and celebrate our city's rich working history in Downtown Olympia, a center for labor and industry for thousands of years.

Embracing the Preservation Month theme with real enthusiasm, the organization drew a huge crowd of members from unions all over the region to take part in the sculpture's dedication ceremony at Olympia's historic Labor Temple. The Labor Council's active involvement on the project served as a catalyst for the participation of regional arts and heritage organizations, including the Arts Commission, Olympia Historical Society and Bigelow House Museum, Olympia's Main Street Program (Olympia Downtown Association), Olympia Tumwater Foundation, Washington State Historical Society, and Washington State Archives.

Also worthy of mention is the role Labor Council members continue to play in the stewardship of our historic Labor Temple. Listed on the Register and located in the Olympia Downtown Historic District, the Labor Temple has served as a business and social center for South Sound's labor organizations since regional unions pooled their resources to purchase and manage the building in 1926.

A list of past recipients of Preservation Awards is provided in an attachment.

Neighborhood/Community Interests (if known):

General community interest in preserving, enhancing and championing the places that give our city its unique character and tell the story of our past.

Financial Impact:

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

Included in base budget.

Attachments:

Rehabilitation Photos

2016 Preservation Month Photos

Past Preservation Award Recipients

Attachment 1
Rehabilitation Photos – Trena & Leo Belsito House (408 27th Ave SE)

During Construction



Sewer upgrades and rehabilitation work on the front porch and balcony.



Complete reroof, gutter, and chimney rehabilitation.



Framing the upgraded kitchen.



New master bathroom in the works.

After Project Completion



Front Elevation



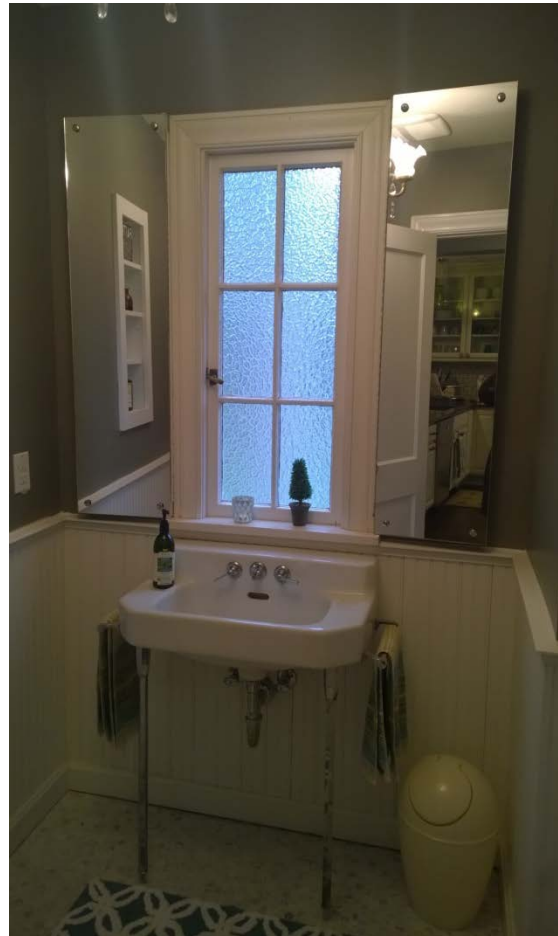
Front Entrance



Rear Elevation



Front Entrance Hall – Original railings and radiators



Downstairs Bathroom – Original fittings



Family Room – Windows and floors refurbished



New Kitchen Buildout – Previous kitchen fixtures not original



Dining Room and Ballroom Doors – Refurbished character-defining features



Ballroom – Fixtures and fittings restored to a high standard

Attachment 2
2016 Preservation Month Photos



Former Plinth Project Sculpture by Olympia artist John Vanek, donated to the City of Olympia by the Thurston-Lewis-Mason Central Labor Council. The dedication ceremony was on May 21, 2016.



Dedication of Labor Sculpture at the Labor Temple, 2016.

What a crowd! Sculpture dedication participants recreate a photo of Olympia's Carpenters' Union and Ladies Auxiliary taken in 1933 outside our historic Labor Temple (119 Capitol Way N).



Carpenters Union at the Labor Temple, 1933.



A lot of our labor heritage is under our feet. Our first paved sidewalks and streets appeared in the first decade of the 20th century with other infrastructure following soon afterwards. These improvements turned a muddy settlement into a modernized, regional hub. Today many of our brick streets & alleys are preserved under the asphalt.

Labor in Olympia — This Place Matters

Laborers paving Capitol Way, ca. 1908



Photo credit: Susan Parish Photograph Collection, Washington State Archives

Inspired by the TLMCLC's dedication of the sculpture to select the theme of "Labor in Olympia – This Place Matters" for 2016 Preservation Month, the Heritage Commission also created a series of posters that are on display at City Hall and the Downtown Welcome Center.

Labor Temple Project Based on Loyalty of Olympia Unionists

IN March 1926, the labor movement of Olympia had developed to proportions where they felt the necessity of a building to be used as a Labor Temple.

Several of the members met and discussed the situation and decided it should be taken before the Building Trades Council for consideration.

So enthusiastic was the approval of the proposition that immediate steps were taken to interest all members of the various organizations affiliated with the labor movement, with the result that the following appeal was sent to each local:

"Information and Tentative Plans for the Proposed Olympia Labor Temple;

"This is an appeal to all members of Organized Labor in Olympia to assess themselves one day's pay for the purpose of acquiring a Labor Temple in Olympia.

"Ownership in the Temple to be vested in the Local Unions which have paid in all or part of their quota of assessments.

"Each Local Union to elect one representative as Trustee, this body to transact all business pertaining to the Labor Temple. Only members with paid up assessments eligible to vote on any matter concerning the Labor Temple in said Locals. This body to elect its officers, to

be elected under by-laws formulated and accepted by all Locals. raising sufficient funds to pay for the building through the

improved and the halls refurnished until it acquired its present homey atmosphere, and is a demonstration of what fraternal co-operation can accomplish.

Practically all of the unions have joined in the work of



THE FIVE MEN WHO FIRST BACKED THE LABOR TEMPLE

Standing, left to right, R. R. Blair, Chas. Erickson, J. L. Moore; seated, T. S. Stinson, H. Mattson

Excerpt from the 1930 Olympia Building Trades Council Yearbook, which tells the story of how our regional unions made the establishment of Olympia's Labor Temple a reality.



The Woodruff Building in the 1890s before it became the Labor Temple (left) and in the 1980s, after decades of serving as a center for organized labor activities (right).

More historical information is provided at www.olympiawa.gov/laborhistory

Attachment 3
Past Olympia Preservation Awards
...as noted in Olympia City Council meeting minutes

May 7, 1991

- **Lorig Associates**, for the renovation of the Old Thurston County Courthouse
- **Denise and Chris Keegan/Steve and Elyse Harrington**, for the renovation of the Steele House

May 5, 1992

- **Marianne Bigelow**, for her outstanding work in bringing the history of Olympia and the History of the Bigelow House to life

May 4, 1993

- **Shanna Stevenson**, Certificate of Appreciation in recognition for her extraordinary dedication to preserving Olympia's past
- **Bill Walker and Pioneer Title Co., Leonard Trabka, Leonard Trabka Construction, and Richard Talcott**, Preservation Awards

May 3, 1994

- **Frank Smith, Sandra Romero, George & Silvia Grubb, Connie & David Fleming, and Dick & Crystal Kent Cornew**

May 7, 1996

- **Bigelow House Preservation Association with Mary Ann and Dan Bigelow**, for their ongoing efforts in the restoration of the house
- **Fred and Barbara Finn**, for the Kelley Block
- **Scott Oliver and Oliver Reconstruction**, Lynch Building and the Bigelow House

May 6, 1997

- **Heather Lockman**, the Woman's Club
- **Steve Carras**

May 19, 1998

- **The Sand Man Foundation**, preservation of the tugboat Sand Man
- **Alan and Penny McWain**, Spar Restaurant
- **Friends of the Artesians**, preserving and protecting publicly accessible artesian wells

May 4, 1999

- **Sandy Desner**, for renovation of the Baretich Building (Bulldog News)
- **Harlequin Productions**, for renovation of the State Theater

May 16, 2000

- **Justice Gerry Alexander**, Historian of the Year Award
- **Leanne Kirkwood and Dennis and Margo Jensen**, Preservation Awards

May 15, 2001

- **John and Sonja Purtteman**, Overhulse House (103 Olympic Avenue)
- **Washington State Department of General Administration and Ralph Munroe**, for the renovation of the James Dolliver Building
- **Danielle Heald and the Page Family**, for the restoration of the Emma Page Fountain in Sylvester Park
- **Annamary Fitzgerald** (member of the Olympia Heritage Commission from 1995 to 2000), for folklore studies

May 6, 2003

- **Lee Ingrim and Julie and Jim Haase**, restoration of "Cloverfields"
- **Craig and Sheila Swalling**, renovation and restoration of the 1920's era Wight House

Attachment 3

- **Jim Hannum**, for his outstanding historical research and documentation of the railroads of Thurston County in his book, *Gone But Not Forgotten: Abandoned Railroads of Thurston County, Washington*, published in 2002
- **Scott Davidson**, owner of Davidson Masonry, for craftsmanship in repairing many chimneys and other masonry elements structures damaged in the Nisqually earthquake

May 4, 2004

- **Bill and Toy Kay, Brian Lock, Ron Locke, and Ed Echtle**, for the Olympia Chinese Marker
- **Kolb Family Investments, Brian and Kathy Kolb** (represented by **Anthony and Damien Kolb**), renovation of the American Legion Building
- **The Olympia-Tumwater Foundation**, for protection and preservation of the Schmidt Family and related business historical archives
- **Bev and Dan Smith**, the first annual Bob Arnold Historic Preservation Volunteer Award, for their longtime service to the annual Historic Home Tour

May 10, 2005

- **Lynn Erickson**, for Sylvester's Window series
- **Sandy Desner**, for Harris Drygoods Building renovation
- **Rich Hovde and Sherrie Sibbett**, for McCleary/Robinson house rehabilitation
- **The Olympia School District**, for Old Washington (Knox Center) and Old Washington Gym

May 22, 2007

- **Steve Cooper**, for restoring the Olympia National Bank building on Capitol Way
- **Frank Smith**, for his architectural influence in the community and service on the Heritage Commission

May 5, 2009

- **Olympia Film Society and Capitol Theater owner Gary Holgate**, for the historic replica of the Capitol Theater marquee and sign

May 3, 2011

- **Women's History Consortium /Senator Karen Fraser and Shanna Stevenson**
- **Jim Connolly** (posthumously), for service on the Heritage Commission

May 8, 2012

- **David Goularte**
- **Olympia Downtown Association**

May 21, 2013

- **Deb Ross and Brian Hovis**, for their "Where Are We" database of historic sites
- **Walker John**, for rehabilitation of the historic Cunningham Building

May 27, 2014

- **Ira Coyne**, for his contributions to the historical crafts of sign and mural making

May 19, 2015

- **Lauren and David Danner**, for her initiative & scholarship in nominating the Trueman "Bink" & Virginia Schmidt House for the NRHP
- **Teresa Shattuck and tenants**, for preserving and reinvigorating the Wildwood Center



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601 4th Avenue E.
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City Council

Approval of November 1, 2016 City Council Meeting Minutes

Agenda Date: 11/15/2016
Agenda Item Number: 4.A
File Number: 16-1239

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

Title

Approval of November 1, 2016 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, November 1, 2016

7:00 PM

Council Chambers

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Nathaniel Jones, Councilmember Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Julie Hankins and Councilmember Jeannine Roe

1.A ANNOUNCEMENTS - None

1.B APPROVAL OF AGENDA

Mayor Selby noted Item 2A has been postponed to a future meeting.

The agenda was approved as amended.

2. SPECIAL RECOGNITION

2.A [16-1196](#) Special Recognition - Puget Sound Energy's Downtown Olympia Business Blitz Recap

The recognition was postponed.

2.B [16-1193](#) Special Recognition - Municipal Equality Index 2016 Scorecard

Assistant City Manager Jay Burney highlighted equity and diversity efforts that have resulted in the City's perfect score for the Municipal Equality Index in 2016 for the third year in a row.

The recognition was received.

3. PUBLIC COMMUNICATION

Mayor Selby requested the record to reflect that the Council has received email correspondence from Igor Lukashin that relates to pending litigation with the City.

Mayor Selby moved, seconded by Councilmember Hankins, that Mr. Lukashin's correspondence be referred to the City's Legal Counsel for response, if necessary. The motion carried by the following vote:.

Aye: 7 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Hankins and Councilmember Roe

PUBLIC COMMUNICATION

The following people spoke: Brandon Goodman, Boudicca Walsh, CC Coates, Walker Lynn, Renata Rollins, David Richardson, and Karma Reynoldson.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

Councilmembers responded to various citizen comments.

4. CONSENT CALENDAR

- 4.A [16-1201](#) Approval of October 25, 2016 City Council Meeting Minutes

The minutes were adopted.

- 4.B [16-1200](#) Approval of Letter to Congressman Heck on the Trans-Pacific Partnership

The decision was adopted.

- 4.C [16-0847](#) Approval of Interlocal Agreement between the City of Olympia and Washington State Consolidated Technology Services (WaTech) for Fire Protection Services

The contract was adopted.

- 4.D [16-1118](#) Approval of Resolution Setting a Public Hearing Date for Consideration of a Street Vacation Petition for a portion of Hillside Drive SE

The resolution was adopted.

- 4.E [16-1169](#) Approval of Community Development Block Grant (CDBG) - Program Year 2015 Consolidated Annual Performance and Evaluation Report (CAPER)

The decision was adopted.

- 4.F [16-1204](#) Approval of the Amended Interlocal Agreement Creating the Thurston County Regional Health and Human Services Council (HHSC) and the Amended Community Investment Partnership (CIP) Memorandum of Understanding

The decision was adopted.

4. SECOND READINGS

- 4.G [16-1128](#) Quasi-Judicial Decision Upon BranBar, LLC Rezone Application

The ordinance was adopted on second reading.

Approval of the Consent Agenda

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

Aye: 7 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Hankins and Councilmember Roe

4. FIRST READINGS - None

5. PUBLIC HEARING - None

6. OTHER BUSINESS - None

7. CONTINUED PUBLIC COMMUNICATION - None

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings they attended.

Councilmember Cooper requested a referral to the General Government Committee to execute the Olympia Metropolitan Park District (OMPD) Charter and bring a recommendation back to the OMPD Board at the April, 2017 OMPD meeting. The Council agreed to the referral.

Mayor Selby announced next week's Council meeting will be held on Monday, November 7 instead of Tuesday, November 8 because of elections. She indicated the meeting will be a work session only so there will be no public comment.

8.B CITY MANAGER'S REPORT AND REFERRALS - None

9. ADJOURNMENT

The meeting adjourned at 7:44 p.m.



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

City Council

Approval of November 7, 2016 Special Study Session Meeting Minutes

Agenda Date: 11/15/2016
Agenda Item Number: 4.B
File Number: 16-1264

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

Title

Approval of November 7, 2016 Special Study Session Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Monday, November 7, 2016

6:00 PM

Council Chambers

Special Study Session

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Nathaniel Jones, Councilmember Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Julie Hankins and Councilmember Jeannine Roe

2. BUSINESS ITEM

2.A [16-1216](#) Continued Discussion of the 2017 Operating Budget

Mayor Selby noted the preliminary budget was presented at the October 25 City Council meeting.

City Manager Steve Hall reviewed the goals and agenda for the Study Session and emphasized this meeting is not where the budget will be balanced. The goals are to focus on the General Fund; describe changes from 2016-2017; identify and address questions, issues or tradeoffs and prepare for the Public Hearing on November 15 and Budget deliberations on November 22. The agenda includes discussion and questions regarding lodging tax, revenues, utilities, impact fees and the overall 2017 General Fund.

Councilmember Hankins discussed the lodging tax process and the Lodging Tax Advisory Committee recommendations.

Administrative Services Director Jane Kirkemo reviewed revenue assumptions and focused on sales tax, Olympia Metropolitan Park District revenues, development fees, business license revenue, utility tax and property tax.

Mr. Hall reviewed the 2017 general fund and what has been added to the 2017 baseline operating budget to include an Olympic Region Clean Air Agency (ORCAA) fee Increase, a Downtown Ambassador wage increase, Community Court building utilities and sidewalk repair.

Mr. Hall reviewed the 2017 unfunded one-time items including Fire Protective Gear, Comp Plan Implementation, Hazard Trees and an Arts/Cultures Program Enhancement.

Mayor Selby clarified the Art/Cultures Enhancement item. Mayor Pro Tem Jones

discussed wanting support the Olympia Historical Society Journal.

Mayor Selby and Mayor Pro Tem Jones discussed putting a placeholder in the budget for the Downtown Strategy.

Mr. Hall reviewed the 2017 Unfunded Operations including downtown sanitation clean team, prosecution services, EDC/NCD Contracts, encampment cleanup, and Fire equipment.

Councilmember Cooper requested \$5,000 be added for the Dispute Resolution Center as past funding was cut. He also requested \$100,000 for Council legislative resources and advocacy.

Mr. Hall reviewed the timeline for upcoming meetings:

November 15/Public Hearing

November 16/Finance Committee Review

November 22/Council Deliberations

December 6/Budget Ordinances - First Reading

December 13/Budget Ordinances - Second Reading

Police Chief Ronnie Roberts discussed having a Police Department that reflects community expectations. He reviewed what is needed to fulfill commitments related to trust, community policing, transparency, accountability, training and hiring. The Chief discussed his commitment to fulfilling the expectations discussed and noted building trust takes people and time. Mr. Hall discussed taking the needs outlined in Chief Roberts' presentation to the community and develop outcomes before dollar amounts and FTEs are added to the requests.

Councilmembers asked clarifying questions throughout the presentations.

The discussion was completed.

3. ADJOURNMENT

The meeting adjourned at 8:17 p.m.



City Council

Approval of Resolution Declaring a Substantial Need for Property Tax

Agenda Date: 11/15/2016
Agenda Item Number: 4.C
File Number: 16-1218

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

Title:

Approval of Resolution Declaring a Substantial Need for Property Tax

Recommended Action

Council Committee Recommendation:

Not referred to committee.

City Manager Recommendation:

Move to approve the Resolution Declaring a Substantial Need for Property Tax.

Report

Issue:

Whether the Council should approve a resolution of substantial need to allow for a one percent increase in property tax levy for 2017 tax collections?

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

An increase in the property tax levy is limited to the lower of one percent or the rate of inflation as measured by the implicit price deflator (IPD) plus new construction. The IPD affecting 2017 tax assessment is 0.953 percent. This is the second year in a row and the third time in eight years the IPD has been less than one percent. By comparison, the Consumer Price Index for Seattle is 2.33 percent for the same time period. To increase the levy beyond the IPD requires the council to pass a resolution of substantial need with a super majority of the Council present to voting in the affirmative.

The 2017 preliminary budget is based on a one percent increase. A one percent increase provides \$138,588 in revenue and an increase of 0.953 percent provides \$132,075, a difference of \$6,513.

This is the base increase over levy for 2016 collections. The City will also receive increases from assessed valuation increase due to new construction, annexations and changes in state assessed

valuation of utilities.

The Council will be presented with an ordinance later on today's council meeting agenda to set the levy for 2017 collections.

Neighborhood/Community Interests (if known):

None.

Options:

- 1) Approve the resolution
- 2) Do not approve the resolution.

Financial Impact:

Would allow for an additional \$6,513 in property tax to be assessed. The amount by which the levy increase would exceed the IPD limit.

Attachments:

Resolution

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, MAKING A DECLARATION OF SUBSTANTIAL NEED FOR PURPOSES OF SETTING THE LIMIT FACTOR FOR THE PROPERTY TAX LEVY FOR 2016 FOR 2017 COLLECTIONS.

WHEREAS, RCW 84.55.010 provides that a taxing jurisdiction may levy taxes in an amount no more than the limit factor multiplied by the highest levy of the most recent three years plus additional amounts resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property; and

WHEREAS, under RCW 84.55.005(2)(c), the limit factor for a taxing jurisdiction with a population of 10,000 or over is the lesser of 101 percent or 100 percent plus inflation; and

WHEREAS, RCW 84.55.005(1) defines "inflation" as the percentage change in the implicit price deflator for personal consumption expenditures for the United States as published for the most recent 12-month period by the Bureau of Economic Analysis of the Federal Department of Commerce in September of the year before the taxes are payable; and

WHEREAS, "inflation" for July 2016 is 0.953 percent and the limit factor is 100.953 percent, meaning the taxes levied in the City of Olympia in 2016 for collection in 2017; and

WHEREAS, RCW 84.55.0101 provides for use of a limit factor of 101 percent or less with a finding of substantial need through a vote of approval by a majority plus one of the City Council; and

WHEREAS, the projected revenues in the 2017 Preliminary Operating Budget was prepared based on a limit factor of 101 percent; and

WHEREAS, a limit factor of less than 101 percent will cut programs and services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

That a finding is made of substantial need under RCW 84.55.0101, which authorizes use of a limit factor of 101 percent for the property tax levy for 2016 for collection in 2017.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____, 2016.

MAYOR

MAYOR PRO-TEM

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

ATTEST:

APPROVED AS TO FORM:



CITY CLERK

CITY ATTORNEY



City Council

Approval of the Interlocal Agreement for Paramedic Services with Thurston County

Agenda Date: 11/15/2016
Agenda Item Number: 4.D
File Number: 16-1096

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

Title

Approval of the Interlocal Agreement for Paramedic Services with Thurston County

Recommended Action

Committee Recommendation:

Not referred to committee.

City Manager Recommendation:

Move to approve the agreement and authorize the Mayor to sign the documents.

Report

Issue:

Whether to approve an interlocal agreement with Thurston County for providing paramedic services.

Staff Contact:

Greg Wright, Deputy Fire Chief, 360.753.8466

Presenter(s):

None - Consent calendar.

Background and Analysis:

Thurston County, through the offices of Medic One, and the City of Olympia have had a contract for paramedic services for over 40 years. This contract reimburses the City for the costs of providing paramedics, 24 hours a day on paramedic unit M-4 on the east side of the city and paramedic unit M-10 on the west side. This contract continues a relationship between the City and County that has served both parties very well.

The attached contract was negotiated by the Fire Chiefs of the departments providing such services to the system, Fire Chief Larry Dibble negotiating for the city. The contract is essentially unchanged from the contract that has been in force for the last 5 years. (2011-2016). The current contract expires December 31, 2016. This new contract continues this interagency cooperation through 2019.

In 2016, Medic One made payments of over \$2,000,000 to the City of Olympia based on the terms of the contract. That amount will slightly increase in 2017 primarily due to increased labor costs.

The City of Tumwater and Thurston County Fire District 3 - Lacey, have received similar contracts involving the same terms as Olympia. All three contracts were presented to the Thurston County Board of County Commissioners at their September 12, 2016, meeting for their signature.

Neighborhood/Community Interests (if known):

N/A

Options:

- 1. Approve the agreement and authorize the mayor to sign the documents.**
 - a. The fire department will continue to provide paramedic services in Olympia and Thurston County.
 - b. Predictable, stable revenue will continue to be collected from Thurston County for the provision of this important service.

- 2. Do not approve the agreement and send back to staff for additional work.**
 - a. Reimbursement for paramedic services in Olympia will be compromised until another contract can be negotiated.
 - b. Loss of paramedic response in Olympia.
 - c. Loss of revenue to the City of Olympia from Thurston County.

Financial Impact:

Contract details payments from Thurston County to the City of Olympia for paramedic service. This contract is expected to bring over \$2,260,000 to the City in revenue in 2017 with increases based on labor cost for the remaining years of the contract.

Attachments:

Interlocal Agreement

INTERGOVERNMENTAL EMS CONTRACT

THIS CONTRACT is made and entered into in duplicate originals this day by and between the **COUNTY OF THURSTON**, a municipal corporation, hereinafter referred to as the 'COUNTY' and the **CITY OF OLYMPIA**, a municipal corporation, hereinafter referred to as the 'AGENCY';

WHEREAS, Chapter 39.34 RCW authorizes local governments to enter into agreements for joint and cooperative undertakings; and

WHEREAS, regulations over the provision of emergency medical services include Chapters 18.71, 18.73, 70.168 RCW and Chapter 246-976 WAC; and

WHEREAS, RCW 70.168.120 authorizes the County to establish local emergency care councils; and

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

WHEREAS, certain local agencies have the resources including human resources available to provide such services at the requisite level of quality and training; and

WHEREAS, the COUNTY desires to have the AGENCY perform emergency medical services as hereinafter set forth; requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient COUNTY resources are not available to provide such services; and

WHEREAS, the AGENCY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Contract;

THEREFORE, in consideration of the terms, conditions, covenants, and performance, contained herein, the parties hereto mutually agree as follows:

I. SERVICES

- A. The AGENCY shall perform such services and accomplish such tasks, as are identified and designated as AGENCY responsibilities throughout this Contract and as detailed in Exhibit "A" attached hereto and made a part hereof.
- B. The COUNTY shall purchase and provide all materials and equipment necessary for the full performance of this Contract by AGENCY except as provided in Paragraph IV.E. of this Contract.
- C.1. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide the AGENCY with vehicles designed and equipped to furnish emergency medical services as required by law, twenty-four (24) hours a day, seven (7) days a week. AGENCY agrees to maintain said vehicles at all times so that they meet the following standards: State of Washington Department of Health; Office of Emergency Medical Services and Trauma Systems as contained in Chapter 18.73, Chapter 18.71 and Chapter 70.168 RCW; and all applicable Washington Administrative Codes and regulations in effect at the time of this Contract as written and hereafter amended. AGENCY agrees that such vehicles will at all times be equipped with equipment necessary to provide the services

contemplated by this Contract. Said vehicles and equipment shall remain the property of the COUNTY.

C.2 In lieu of a County vehicle, the AGENCY may provide a mutually acceptable vehicle for which the COUNTY shall reimburse the AGENCY \$25.00 per day for each day said vehicle is in use as the paramedic response vehicle. "Use" is defined as: in working order, and available for use by the AGENCY.

C.3. The COUNTY may, with the approval of the AGENCY, provide the AGENCY with an additional vehicle designed and equipped to furnish emergency medical services as required by law. The AGENCY duties set out in Section I.C.1. and Exhibit "A." II.B. 1-4 of this Contract shall also apply to any such additional vehicle. Such vehicle and equipment shall also remain the property of the COUNTY.

II. EFFECTIVE DATE; DURATION

The term of this Contract and the performance of the AGENCY shall commence on January 1, 2017. This Contract will terminate on December 31, 2019. This agreement replaces all prior interlocal agreements regarding the subject matter contained in this agreement. This Contract may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions herein.

III. THE EMERGENCY MEDICAL SERVICES SYSTEMS COUNCIL

- A. The AGENCY and the COUNTY shall coordinate the services described in Exhibit "A" through the Emergency Medical Services Council (EMS Council).
- B. The EMS Council is formally established by Thurston County Board of Commissioners Resolution No. 6131, and the EMS Council is recognized by the Washington State Department of Health.
- C. The EMS Council shall advise the AGENCY and the COUNTY with regard to the formulation and implementation of an Emergency Medical Services System consistent with State and Federal guidelines. The EMS Council is not a party to this Contract, and nothing herein shall serve to create third party rights in favour of the EMS Council, or any other person, or entity not specifically identified as a party to this Contract.

IV. COMPENSATION AND METHOD OF PAYMENT

- A. No payment by the COUNTY shall be made for any service rendered by AGENCY except for services identified and set forth in this Contract.
- B. The COUNTY shall reimburse the AGENCY in twelve (12) monthly payments for the cost of paramedical services performed under this contract in an amount equivalent to actual costs of paramedic units known as "Medic 4" and "Medic 10" with any of the following reimbursement formulas either:
 - 80 percent (80%) of said costs for the 9-medic dual paramedic staffed unit or
 - 90 percent (90%) of said costs for the 8-medic dual paramedic staffed unit or
 - 100 percent (100%) of said cost for the 7-medic dual paramedic staffed unit . The COUNTY will be notified 30 days in advance for any staffing modifications to Medic units that affect this reimbursement formula. In addition, the AGENCY may promote and be reimbursed for up to one (1) Emergency Medical Services Officer (EMSO) at the actual rank but no higher than Captain. Said

EMSO will be a response paramedic within the staffing allocation described herein and reimbursed at the rate described for the staffed unit to which he/she is assigned. For the purposes of this paragraph of this Contract cost of "paramedical services" will be limited to the following:

1. SALARIES AND BENEFITS: At a minimum, the equivalent cost of the salaries and all other monetary benefits for fourteen (14) ALS certified paramedic personnel, but not to exceed the actual equivalent cost of the salaries and all other monetary benefits paid to or for the benefit of the paramedics assigned by the AGENCY, up to a maximum equivalent of eighteen (18) paramedic personnel that includes an EMSO as assigned by the AGENCY.
 2. Paramedics' Uniform and Clothing Maintenance Allowance, reimbursement for this allowance changes with formula percentage.
 3. Overtime in an amount equivalent to *8 percent (8%) of projected annual base wages for nine (9) ALS certified paramedic personnel (9 Firefighter/Paramedic wage X 8% X 80%= Overtime Allotment) or eight (8) ALS certified paramedic personnel (8 Firefighter/Paramedic wage X 8% X 90%= Overtime Allotment) or seven (7) ALS certified paramedic personnel (7 Firefighter/Paramedic wage X 8% X 100%=Overtime Allotment) matching the staffing level of this section for Medic 4 and Medic 10 Units.*
 4. Overtime incurred by the AGENCY due to disability shall not have a maximum limitation and will be reimbursed at 100%. Disability overtime shall be designated and claimed separate from overtime as specified (in paragraph IV.B.3.) above. The AGENCY shall maintain physician documentation of disability that resulted in disability overtime scheduling.
 5. Overtime for backfill (except as required in Exhibit A, paragraph II.A. of this Contract), special event (paragraph IV.E of this Contract) or paramedic disability (paragraph IV.B.4 of this Contract) may be filled by a firefighter at a lower wage, at the discretion of the AGENCY. Reimbursement for said firefighter to fill the opening may be requested by the AGENCY.
- C. The AGENCY shall submit to the Thurston County Medic One Office, an invoice executed in accordance with Exhibit "B" and Exhibit "C" attached hereto and made a part hereof, on or about the last day of the month following the close of each pay period identified in Section IV.B. of this Contract.
- D. The COUNTY shall initiate authorization for payment after receipt of the invoice required in Subsection IV.C. and receipt of any required periodic reports identified in Exhibit "A", Section II.B.6., of this Contract and shall make payment to the AGENCY within thirty (30) days thereafter.
- E. The COUNTY shall reimburse the AGENCY 100 percent (100%) for expenses incurred by the AGENCY as set forth in Exhibit "A" Section II.B.3. and Section II.B.4. of this Contract and for other services rendered at the direction of the COUNTY, except for paramedic services. (For example: MPD required CME or ride-along time, CBD trainer, oral boards)
- F. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the purchase, under emergency conditions, of equipment/supplies necessary for performance of this Contract.

The AGENCY shall submit to the Thurston County Medic One Office, an invoice executed in accordance with Exhibit "B" attached hereto and made a part hereof, on or about the last day of the month following month of purchase.

- G. The COUNTY shall pay for Hepatitis B vaccines for new hire paramedics, if not previously vaccinated. The AGENCY shall be responsible for scheduling the vaccination series for each paramedic, including follow-up testing to ensure the vaccine was successful. Results of follow-up testing shall be provided to Medic One.

If the vaccine is not successful, the COUNTY shall pay for another series of shots. If the series of shots has to be restarted due to the failure of a paramedic to obtain the shots on schedule, other than when a medical condition precludes the timely completion of the vaccination series, the AGENCY shall pay for the second vaccine procedure.

If a paramedic refuses vaccine, a signed release completed by the AGENCY must be provided to Medic One. Vaccine or signed release must be initiated within three (3) months of hire and documentation provided to Medic One.

- H. The COUNTY shall reimburse the AGENCY 50 percent (50%) of the cost for four (4) self-contained breathing apparatus (SCBA), to be placed in the primary Medic One vehicles operated by the AGENCY pursuant to paragraph I C.1, or C.2. The AGENCY shall be responsible for the routine maintenance of the SCBA. It is agreed that the anticipated normal service life of the SCBA is five (5) years if subjected to normal wear and tear. In the event that the SCBA is subjected to extensive damage beyond normal wear and tear, and part or all needs to be replaced prior to the anticipated five year service life, such replacement shall be paid on the basis of 50 percent (50%) by the COUNTY and 50 percent (50%) by the AGENCY. The COUNTY shall reimburse the AGENCY 25 percent (25%) for the cost of SCBAs placed on the COUNTY assigned reserve Medic One vehicles. Reserve vehicle SCBAs are subject to the other requirements of this paragraph using this 25 percent (25%) COUNTY reimbursement formula.
- I. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of protective clothing for each new paramedic hired. The AGENCY shall maintain and replace the protective clothing due to normal wear and tear or 10 years whichever comes first. If the protective clothing ensemble is destroyed or damaged beyond what can be considered normal wear and tear while conducting paramedic services, and requires replacement sooner than normally expected, the COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of such replacements. The COUNTY will reimburse 100 percent (100%) of the cost of AGENCY required ballistic body armor for personnel under this Contract. The AGENCY agrees to provide protective clothing which meets or exceeds the current applicable NFPA, and/or WAC standards.
- J. The COUNTY shall reimburse the AGENCY 80 percent (80%) of the cost of the pre-employment medical and psychological exam given to a paramedic candidate hired to fill a vacancy.
- K. The COUNTY shall reimburse the AGENCY for laundry expenses directly associated with providing paramedic personnel to meet contractual obligations (i.e., linens, bedding, coveralls). Reimbursement is based on the following formula: *The product of total laundry costs multiplied by the ratio of paramedics to operations division personnel multiplied by 80%.*

- L. The COUNTY shall reimburse the AGENCY a total of \$7,056.00 annually for fire station building space dedicated to the Medic 4 and Medic 10 vehicle and backup vehicle(s). Reimbursement is based on the following formula for each unit's footprint and required setbacks as follows: *392 square feet (22 feet by 8 feet, and 3 foot set backs on all sides) x \$0.50 per square foot x 3 vehicles X 12 months). Maximum annual payment is \$7,056.00.*
- M. The COUNTY shall reimburse the AGENCY 100 percent (100%) for overtime costs incurred by paramedics while attending the Medical Program Director's required monthly "in-service" lecture/run review, and when required by the Medical Program Director to attend the "skill lab" provided through the Harborview Paramedic Training Program.
- N. The COUNTY shall reimburse 80 percent (80%) of the costs of biannual medical exams and annual audiometric testing for paramedics if the AGENCY provides such testing to their firefighting personnel.
- O. The COUNTY shall initiate authorization for payment after receipt of the AGENCY'S invoice required in Section IV.C., Section IV.E., and Section IV.F. of detailing reimbursement of eligible costs under this Contract and shall make payment to the AGENCY within thirty (30) days thereafter. The AGENCY shall provide appropriate documentation of requested costs.
- P. The COUNTY shall be responsible for the initial purchase, repair and replacement of ALS dispatch system printer(s) or dispatch FAX equipment. The AGENCY shall be responsible for the provision of transmission lines and any supplies necessary for the operation of this equipment.
- Q. The COUNTY shall reimburse the AGENCY \$2,520.00 annually for fire station office space dedicated for paramedic use, at two (2) fire stations. Reimbursement is based on the following formula: *100 square feet x \$15.75 per square foot x 2 offices x 80%, per year.*
- R. The COUNTY shall provide the AGENCY an annual reimbursement of \$30,000.00 to offset costs associated with managing the MEDIC 4 and MEDIC 10 paramedic units in the MEDIC 4 and MEDIC 10 paramedic zones.
- S. The COUNTY will reimburse the AGENCY for certified EMT overtime back-fill on assigned licensed EMS units, based on system need, to accommodate the required coursework time for the MPD approved, paramedic-in-training. This back-fill cost will be shared by the COUNTY and AGENCY equally at 50% of the hourly back-fill cost of wages and benefits for said overtime to a maximum reimbursable allocation for one paramedic-in-training is \$70,000 per agency. The COUNTY will budget \$210,000 for a maximum of three paramedic-in-training individuals per year. Each of three EMS/ALS contract agencies will be allowed one paramedic-in-training position but by formal agreement between each AGENCY and the COUNTY, an agency may choose to release its annual paramedic-in-training position for use by another EMS/ALS contract AGENCY. The COUNTY will reimburse the AGENCY actually incurring the cost for paramedic-in-training back fill overtime. The AGENCY will submit the reimbursement claim on standard contract reimbursement forms identifying the approved paramedic-in-training by name, name of EMT doing the back-fill for the paramedic-in-training, date of back-fill, the full cost, the 50% cost to be reimbursed and identifying the reimbursement line as "paramedic-in-training back-fill."

V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

- A. The AGENCY agrees to maintain books, records and documents and accounting procedures and practices which accurately reflect all direct and indirect costs related to the performance of this Contract. Such fiscal books, records, documents, reports and other data shall be maintained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," referred to as "BARS," as issued by the Office of the State Auditor, State of Washington.

The AGENCY further agrees that the COUNTY and/or State/Federal officials shall have the right to monitor and audit at their own expense the fiscal components of the AGENCY to ensure that actual expenditures remain consistent with the terms of this Contract.

- B. The AGENCY shall retain all books, records, documents and other material relevant to this Contract for at least three (3) years after its expiration. The AGENCY agrees that the COUNTY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.
- C. The AGENCY'S fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.

VI. STANDARDS FOR PARAMEDIC TRAINING

The AGENCY shall require each paramedic operating a COUNTY vehicle to be trained as prescribed in WAC 246-976. The AGENCY shall, upon completion of the initial training and renewal every three years, thereafter provide the COUNTY documentation that each paramedic is in compliance with the aforementioned training standard.

VII. ASSIGNMENT/SUBCONTRACTING

- A. The AGENCY shall not assign any portion of this Contract without the written consent of the COUNTY, and it is further agreed that said consent must be sought in writing by the AGENCY not less than fifteen (15) days prior to the date of any proposed assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Contract and proper bidding procedures where applicable as set forth by local, State and/or Federal statutes, ordinances and guidelines.
- C. Any technical/professional service subcontract not listed in this Contract, must have express advance approval by the COUNTY.

VIII. FUTURE SUPPORT

The COUNTY makes no commitment to future support and assumes no obligation for future support of the activity contracted for herein, except as may be expressly set forth in this Contract. All compensation methods and formulas shall be reviewed for appropriateness each contract period.

It is the expressed desire of the AGENCY to assure that the basic compensation formula (IV.B.) and any other methods and formulas in general, shall be made a part of any future contract negotiations. The AGENCY makes no commitment to future support and assumes no obligation for future support of the activity contracted for herein, except as may be expressly set forth in this Contract.

IX. COMPLIANCE WITH LAWS

The parties, in performance of this Contract, agrees to comply with all applicable local, State and/or Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Contract to assure quality of services.

X. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES

- A. The COUNTY and the AGENCY are equal opportunity employers.
- B. The AGENCY agrees that it shall not discriminate against any employee or applicant on the grounds of race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, veteran status, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the particular worker involved from performing the occupational requirements of the job. The AGENCY shall take such action with respect to this Contract as may be required to ensure full compliance with state and federal law.
- C. The AGENCY shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability deny any individual any services or other benefits provided under this Contract.

XI. RELATIONSHIP OF PARTIES

- A. The parties agree that an independent contractor relationship is created by this Contract. No agent, employee, servant or representative of the AGENCY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose, and the employees of the AGENCY are not entitled to any of the benefits the COUNTY provides for COUNTY employees. The AGENCY shall be solely and entirely responsible for its acts and for the acts of its agents, and employees during the performance of this Contract.
- B. The COUNTY will not exercise control and direction over the work of the AGENCY, and is interested primarily in the results to be achieved. However, the services contemplated herein must meet the general approval of the COUNTY and shall be subject to the COUNTY'S general rights of inspection and review to secure the satisfactory completion hereof.
- C. In the event that any of the AGENCY'S employees or agents, carry on activities or conduct themselves in any manner which may jeopardize the funding of this Contract, the AGENCY shall be responsible for taking adequate measures to prevent said employee or agent from performing or providing any of the services contained in this Contract.
- D. Communications between the AGENCY and the COUNTY shall be addressed to the regular place of business:

THURSTON COUNTY
c/o MEDIC ONE ADMINISTRATOR
THURSTON COUNTY MEDIC ONE
2703 PACIFIC AVE SE, SUITE C
OLYMPIA, WA 98501

CITY OF OLYMPIA
c/o FIRE CHIEF
POST OFFICE BOX 1967
OLYMPIA, WA 98507-1967

- E. In the event that the COUNTY the AGENCY individually or collectively with other AGENCIES providing paramedic services under this contract have reached an impasse regarding a material portion of this contract, the COUNTY and the AGENCY/AGENCIES may mutually agree to seek the services of a neutral third party for the purposes of fact finding and resolution recommendation regarding the specifics of the impasse. The neutral third party entity shall be mutually agreed upon by all parties prior to engagement of the neutral third party entity. Further, all parties shall agree to the purpose for which the neutral third party entity shall be engaged and said purpose will be reduced to writing and signed by all parties. The recommendation of the third party shall be considered a non-binding recommendation. The cost of neutral third party fact finding services and recommendation shall be borne equally by all parties involved.

XII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

XIII. INDEMNIFICATION; HOLD HARMLESS

- A. All services to be rendered or performed under this Contract shall be performed or rendered entirely at the AGENCY'S own risk and the AGENCY expressly agrees to indemnify and hold harmless the COUNTY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the COUNTY or any person which result from or arise out of the services to be performed by the AGENCY under this Contract; provided, this section shall not apply to liability resulting exclusively from errors or omissions of the COUNTY, its officers, or employees.
- B. The COUNTY expressly agrees to indemnify and hold harmless the AGENCY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the AGENCY which result from or arise out of the failure of products or equipment provided by the COUNTY to the extent such failure results from the negligence of the COUNTY, or the services to be performed by the AGENCY as a result of acting under the express and negligent direction or control of a COUNTY agent or representative, excluding the Medical Program Director or any other medical doctor.
- C. In the event that a claim and/or lawsuit is brought against a party to this Agreement, or against any party's officers, officials or employees for actions arising out of their conduct in responding to a request for assistance, it shall be the duty of each such party to promptly notify the other parties that actually responded to the event which is the subject of such claim or lawsuit that the same has been initiated.

XIV. INSURANCE

- A. The COUNTY shall for the duration of this CONTRACT, self-insure or provide insurance coverage for vehicle damage to all vehicles provided under Section I.C. of this Contract.
- B. The AGENCY shall maintain the following coverage and conditions for which the COUNTY shall reimburse the AGENCY for the premium expense:

1. **Professional Legal Liability:**
The AGENCY shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the AGENCY'S profession. The policy shall be written subject to limits of not less than \$2,000,000.00 per loss. The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the AGENCY'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the AGENCY'S services as defined by this Contract including testing, monitoring, measuring operations or laboratory analysis where such services are rendered as part of the Contract.
2. **Commercial General Liability:**
The AGENCY shall maintain Commercial General Liability coverage or equivalent form with a minimum limit of \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this Contract or be no less than \$5,000,000.00. Specialized forms specific to the industry of the AGENCY shall be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
3. **Business Automobile Liability:**
The AGENCY shall maintain Business Automobile Liability insurance or equivalent form with a limit of not less than \$2,000,000.00 each accident combined bodily injury and property damage. Coverage shall include owned, hired and non-owned automobiles.
4. **Worker's Compensation:**
The AGENCY shall maintain Worker's Compensation insurance as required by the Revised Code of Washington Chapter 51 and shall provide evidence of coverage to the Thurston County Risk Management Office.
5. **Verification of Coverage and Acceptability of Insurers:**
The AGENCY shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate shall provide that the underlying insurance contract shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.
 - (a) Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Thurston County Department of Human Resources
Attn: Thurston County Risk Manager
2000 Lakeridge Drive SW
Olympia, Washington 98502-6045
 - (b) The AGENCY or their broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Office.

- (c) The AGENCY shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
 - (d) The AGENCY shall place insurance with insurers licensed to do business in the state of Washington and having A.M. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
6. Other Insurance Provisions:
- (a) The AGENCY'S liability insurance policies shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected officials, officers, employees, and agents.
 - (b) Any failure to comply with reporting provision of the policies shall not affect coverage provided to the COUNTY, its elected officials, officers and employees or agents.
 - (c) The AGENCY'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (d) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
 - (e) The AGENCY shall meet all of the insurance requirements in Sections 5. and 6. by its participation as a member of the Washington Cities Insurance Authority, which includes contractual liability coverage.
7. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the cost of medical malpractice insurance premiums.
8. The COUNTY shall reimburse the AGENCY 100 percent (100%) for the cost of general and auto liability insurance premiums associated with this Contract.
9. The Agency shall submit to the Thurston County Medic One office an invoice executed in accordance with Exhibit "B" attached hereto, no later than November 1st for reimbursement of the cost of insurance as described in Section XIV.B.1. and Section XIV.B.2. The AGENCY shall provide documentation with the invoice that supports the amount invoiced.
- C. In lieu of the insurance coverage in this section, the AGENCY may satisfy the requirements set forth in Subsection B, by proof of coverage afforded by the Washington Cities Insurance Authority (WCIA).

XV. TREATMENT OF ASSETS

- A. Title to all property furnished by the COUNTY shall remain in the name of the COUNTY.
 - B. Title to all nonexpendable personal property and all real property purchased by the AGENCY, the cost of which the AGENCY is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the COUNTY.
- C.1. The COUNTY shall be responsible for any loss or damage to property of the COUNTY incurred in the performance of the Contract which results from:
- (a) Normal wear and tear;

- (b) Road hazards not reasonably foreseeable;
 - (c) As among the parties to this Contract, the negligence of a person not a party to this Contract;
 - (d) Theft and vandalism.
- C.2. Any other loss or damage to property of the COUNTY incurred in the performance of this Contract shall be borne in the following manner:
- (a) The AGENCY having control of the property at the time of the loss or damage shall be responsible for the first \$500.00 of loss or damage.
 - (b) The COUNTY shall be responsible for the remainder.
- C.3. The AGENCY shall be responsible for any loss or damage to property of the COUNTY when such loss or damage results from:
- (a) Wilful misconduct or negligence on the part of the AGENCY or its employees.
 - (b) Unauthorized use of vehicle(s) or equipment by AGENCY employees that renders vehicle(s) or equipment provided by the COUNTY unavailable to meet the terms of this Contract.
- D. Upon the happening of any loss or destruction in excess of \$500.00 or damage to any COUNTY property, whether or not covered by Section XV.C. of this Contract, the AGENCY shall take all reasonable steps to notify the Medic One Administrator, of such loss or damage within twenty four (24) hours and shall take all reasonable steps to protect that property from further damage. For any loss or damage in excess of \$500.00, the AGENCY shall, in a timely manner, or not to exceed thirty (30) days, submit a comprehensive written report to the Medic One Administrator detailing the events leading to the loss and the results of the investigation into the incident. For loss of less than \$500.00 a verbal notification followed by a written memo shall be required.
- E. The AGENCY shall surrender to the COUNTY all property of the COUNTY within fifteen (15) days after rescission, termination or completion of this Contract unless another date for surrender of said property is mutually agreed upon by the parties.

XVI. SUSPENSION, TERMINATION AND CLOSE-OUT

If the AGENCY fails to comply with the terms and conditions of this Contract, the COUNTY may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Contract in the manner specified herein.

- A. Suspension: If the AGENCY fails to comply with the terms of this Contract, or whenever the AGENCY is unable to substantiate full compliance with the provisions of this Contract, the COUNTY may suspend the Contract pending corrective action or investigation, after first allowing a reasonable period for the AGENCY'S cure. The COUNTY shall provide written notice of intent to suspend the Contract, and shall set forth the actions the AGENCY must take, and the time frame within which such action must occur to avoid suspension. If, following such reasonable period for cure the AGENCY fails to cure, the COUNTY may suspend the Contract pending corrective action or investigation by COUNTY employees or their agents. The effective date of suspension shall not be less than seven (7) days following written notification of suspension to the AGENCY. The suspension shall remain in full force and effect until the AGENCY has taken corrective action to the satisfaction of the COUNTY and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligation incurred by the AGENCY during the period of suspension shall be allowable under the Contract except any reasonable, proper and otherwise allowable costs which the AGENCY could not avoid during the period of suspension. If the AGENCY has

corrected its action(s) to the satisfaction of the COUNTY, the COUNTY shall immediately notify the AGENCY in writing that the period of suspension has ended, and shall specify the effective date of the end of such suspension.

- B. **Termination for Cause by County:** If the AGENCY fails to cure the non-compliance issues that resulted in a suspension of the Contract by the COUNTY, and any of the below-listed conditions exist, the COUNTY may terminate this Contract in whole or in part. If the COUNTY exercises its right to terminate the Contract, it shall notify the AGENCY in writing of the effective date of the termination, and shall set forth the reasons for termination. The COUNTY shall not give less than 21 days notice of intent to terminate the Contract. After the effective date of termination, no charges incurred by the AGENCY under any terminated portions of the Contract are allowable as against the COUNTY, except for any charges reasonably incurred or encumbered prior to the AGENCY receiving notice of intent to terminate.

Non-compliance, and one of the following conditions provides cause for termination:

1. The lack of compliance with the provisions of this Contract are of such scope and nature that the COUNTY deems continuation of this Contract to be substantially detrimental to the interests of the COUNTY;
 2. The AGENCY has failed to take satisfactory action to correct non-compliance as directed by the COUNTY or its authorized representative within the time specified by same and as set forth in the request to cure notice in Section XVI A.
- C. **Termination for Cause by Agency:** In the event the COUNTY fails to comply with the terms and conditions of this Contract, the AGENCY shall give notice of such failure and allow a reasonable period for the COUNTY'S cure. Thereafter, in the event the COUNTY fails to cure, the AGENCY may terminate part or all of this Contract upon sixty (60) days written notice to the COUNTY.
- D. **Termination for Other Grounds:** This Contract may also be terminated in whole or in part as follows:
1. By either party with the mutual consent of the other party, in which case the two parties shall devise by mutual written agreement, the conditions of termination including the effective date thereof and in case of termination in part, that portion to be terminated;
 2. By the COUNTY, if the funds allocated by the COUNTY via this Contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- E. **Close-Out:** In the event that this Contract is terminated in whole or in part for any reason, the following provisions shall apply:
1. Upon written request by the AGENCY, the COUNTY shall make or arrange for payment to the AGENCY of allowable reimbursable costs not covered by previous payments;
 2. The AGENCY shall immediately refund to the COUNTY any monies paid in advance for services not performed;

3. The AGENCY shall submit, within thirty (30) days after the date of expiration of this Contract, all financial, performance and other reports required by this Contract;
4. In the event a financial audit has not been performed prior to closeout of this Contract, the COUNTY retains the right to withhold a just and reasonable sum from the final payment to the AGENCY after fully considering the recommendations on disallowed costs resulting from the final audit.

XVII. JURISDICTION

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

XVIII. SEVERABILITY

- A. It is understood and agreed by the parties hereto that if any part, term or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with a statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

XIX. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. This agreement replaces all prior interlocal agreements regarding the subject matter contained in this agreement. Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and is cause for termination. Both parties recognize time is of the essence in the performance of the provision of this Contract. It is also agreed by the parties that the forgiveness of the non-performance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

DATED: _____

CITY OF OLYMPIA

Mayor

DATED: September 13, 2016

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

Jenifer Jones
Chair

Carly Neff
Commissioner

Bud Blake
Commissioner

ATTEST:

City Clerk

ATTEST:

Laronda J. Bowring
Clerk of the Board

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY

Darren Nienaber DCA

By: Olympia City Attorney

[Signature]

By: Rick Peters, Deputy Prosecuting Attorney

EXHIBIT A: SERVICES

I. SERVICE AREA

The following services shall be provided within Thurston County during the term of this Contract. The units will be known as "Medic 4" and "Medic 10." The normal paramedic service area will be the areas known as the "Medic 4 Olympia" zone and "Medic 10 West County" zone as described by the COUNTY. The AGENCY will be responsible to routinely station a unit within each zone and to provide service with the described paramedic unit within the Medic 4 (station O-4) and Medic 10 (station O-2) zones. The AGENCY is required to notify the COUNTY in writing at least 6 months prior to any change in Medic Unit station base location stated herein unless changed under special circumstances. The AGENCY will respond to other emergency paramedic dispatches/zones as a normal part of the integrated Thurston County Medic One system.

II. SERVICES

- A. The AGENCY shall provide four Thurston County approved and Washington State certified "Physician's Trained Mobile Intensive Care Paramedics" to staff two ambulances equipped to furnish emergency medical assistance twenty-four (24) hours a day, seven (7) days a week. The AGENCY shall provide advanced emergency medical services as prescribed by the State designated supervising physician.
1. The requirements for a "Physician's Trained Mobile Intensive Care Paramedic" are defined under Chapter 18.71.205 RCW and Chapter 246-976 WAC.
 2. The requirements for an equipped ambulance are defined under Chapter 18.73 RCW and Chapter 246-976 WAC.
 3. The authority of the State designated supervising physician is defined under Chapter 18.71.205 RCW and Chapter 246-976 WAC.
- B. The AGENCY and the COUNTY are responsible for supplies, purchasing and ambulance maintenance as follows:
1. The AGENCY shall purchase fuel, oil and other vehicle supplies for any vehicles provided under Section I.C. of this Contract. The AGENCY shall either be reimbursed by the COUNTY or forward bills to the COUNTY for payment directly to the Supplier; depending on the convenience of the COUNTY.
 2. The AGENCY shall maintain records of fuel and oil consumption and all maintenance and repairs of such vehicles.
 3. AGENCY shall accomplish routine maintenance which is servicing of such vehicles of at least minimum level of the written specifications as provided by the manufacturer of the vehicle and will be designated as the COUNTY'S EVT (Emergency Vehicle Technician) contract maintenance AGENCY to provide said maintenance and repairs to all Medic One vehicles. Reimbursement shall only be for services provided by other than paramedic personnel. The COUNTY'S maintenance provider shall be the COUNTY'S designated EVT maintenance agency or a mutually acceptable alternative. Services provided by the COUNTY'S EVT maintenance agency are listed on Exhibit A Attachment 1

"Designated EVT Maintenance Agency and Services" and a list of COUNTY vehicles to be serviced by the COUNTY'S EVT Maintenance Agency are listed on Exhibit A Attachment 2 "Medic One EVT vehicles list." The AGENCY will request monthly reimbursement for one (1) FTE Master Mechanic EVT on Exhibit B.

4. The AGENCY shall provide repairs and maintenance of such vehicles other than routine as needed. Such services shall be coordinated with the COUNTY and the COUNTY shall be notified and must approve in advance, except under emergency conditions, any repair expected to exceed \$1,000.00. Request for payment shall be submitted to the COUNTY in a timely manner, not to exceed sixty (60) days after completion of work.
5. The AGENCY shall maintain approximately a thirty (30) day level of medical supplies and shall obtain new supplies from the COUNTY. The COUNTY shall reimburse the AGENCY \$1,440.00 annually for ALS supply storage space at two (2) fire stations. Reimbursement is based on the following formula: *120 square feet X \$0.50 per square foot 2 offices x 12 months*. The AGENCY shall keep records of medical supplies used in the thirty (30) day period and submit these records to the COUNTY on a monthly basis.
6. The AGENCY shall submit the patient care reporting data as required by the COUNTY'S current patient care data management system to the COUNTY within seventy two (72) hours of the EMS run.

EXHIBIT 'B' - INVOICE

VENDOR:

THURSTON COUNTY MEDIC ONE
ATTN: SANDRA BUSH, OFFICE MANAGER
 2703 PACIFIC AVENUE SE, SUITE C
 OLYMPIA, WASHINGTON 98501
 Phone: 360.704.2784 Fax: 360.704.2781
 E-mail: bushsl@co.thurston.wa.us

SERVICE DESCRIPTION	CODE	AMOUNT
MEDICAL SUPPLIES*	28 531012	
NEW EMPLOYEE UNIFORMS, BODY ARMOR*	28 531003	
ROUTINE LAUNDRY SERVICE - MONTHS(S) OF _____	28 541000	
FUEL/OIL - MONTH(S) OF _____	28 532000	
SCBA GEAR*	28 535000	
ADMINISTERED MEDICAL SERVICES*	28 541000	
STORAGE/SPACE REIMBURSEMENT - ALS Supply & Medic Unit Storage, PM Office Space	25 545000	
LIABILITY INSURANCE*	25 546000	
MEDIC UNIT REPAIRS* - PARTS ONLY	28 531000	
MEDIC UNIT REPAIRS* - LABOR ONLY	28 548003	
BIO HAZARD REMOVAL*	28 549000	
80% PERSONNEL COSTS - MONTH OF _____	25 551000	\$0.00
90% PERSONNEL COSTS - MONTH OF _____	25 551000	\$0.00
100% PERSONNEL COSTS - MONTH OF _____	25 551000	\$0.00
100% OVERTIME COSTS - MONTH OF _____	25 551000	\$0.00
100% DISABILITY OVERTIME COSTS - MONTH OF _____	25 551000	\$0.00
OTHER (DETAIL) _____	_____	_____
OTHER (DETAIL) _____	_____	_____
OTHER (DETAIL) _____	_____	_____
*ATTACH COPIES OF PAID INVOICES FOR THESE ITEMS	INVOICE TOTAL:	\$0.00

The undersigned do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described here and that the claim is a just, due and unpaid obligation against the County of Thurston, and that I am authorized to authenticate and certify to said claim.

Subscribed this _____ day of _____, 20__ for _____ Contractor

VOUCHER PREPARER _____ APPROVED AND AUTHORIZED BY* _____
 For Contractor

MEDIC ONE AUDITOR _____ APPROVED AND AUTHORIZED BY _____
 For Medic One

**Original signature of ALS Contractor's chief officer, administrative or accounting supervisor required.*



City Council

Approval of Percival Landing Remedial Action Grant Agreement

Agenda Date: 11/15/2016
Agenda Item Number: 4.E
File Number: 16-1255

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

Title

Approval of Percival Landing Remedial Action Grant Agreement

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Percival Landing Remedial Action Grant Agreement and authorize the City Manager to sign the agreement.

Report

Issue:

Whether to approve the Percival Landing Remedial Action Grant Agreement to help cover the cost of contamination cleanup.

Staff Contact:

Kip Summers, Project Engineer, Parks, Arts and Recreation Department, 360.570.5834

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Environmental contamination was encountered during the Percival Landing Phase 1 project. The City proceeded with the cleanup of the contaminated northern site under the Department of Ecology Voluntary Cleanup Program. The cleanup work for that northern site cost just under \$1,000,000. Department of Ecology awarded the City the attached Remedial Action Grant to help cover the cost of that cleanup.

The grant is for \$300,000.

The funds will be put back into Percival Landing and will be used to help fund the next Percival Landing project which is the bulkhead replacement.

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

Neighborhood/Community Interests (if known):

None

Options:

- 1: Authorize the City Manager to sign the grant agreement
- 2: Do not authorize the City Manager to sign the grant agreement and not receive the grant funds.

Financial Impact:

This will reimburse the City \$300,000 that was spent during the Phase 1 project. The reimbursed funds will be used to help pay for the next Percival Landing project, which is the bulkhead replacement.

Attachments:

Agreement



Agreement No. TCPRA-2016-OlymPD-00017

TOXICS CLEANUP REMEDIAL ACTION GRANT PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF OLYMPIA PARKS DEPARTMENT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and CITY OF OLYMPIA PARKS DEPARTMENT, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Unocal Hulco Bulk Plant
Total Cost:	\$600,000.00
Total Eligible Cost:	\$600,000.00
Ecology Share:	\$300,000.00
Recipient Share:	\$300,000.00
The Effective Date of this Agreement is:	01/01/2010
The Expiration Date of this Agreement is no later than:	12/31/2016
Project Type:	Independent Remedial Action - Post Cleanup

Project Short Description:

The Unocal Hulco Bulk Plant was a bulk fuel storage facility located at Percival Landing in Olympia, Washington. The site was listed on ECOLOGY'S Hazardous Sites List as Site ID No. 58484616. The City of Olympia completed the clean-up of the site under the Voluntary Cleanup Program No. SW1146 in 2011.

Project Long Description:

BACKGROUND

The former Unocal/Hulco Bulk Plant Site is located at 301 N Columbia Street in Olympia, Washington. The Site is bounded to the west by Budd Inlet, to the south by Olympia Avenue NW, to the east by N Columbia Street, and to the north by paved parking. The Site comprises Thurston County Tax Parcel Nos. 78507100200 (former Unocal property) and 78507100100 (former Hulco property), which are both currently owned by the City of Olympia (City). In addition, a portion of the Site along the shoreline is owned by the State of Washington and managed by the Department of Natural Resources. The Unocal Bulk Plant operated on the Site from about 1910 to 1993. The Hulco property was a bulk fuel storage facility operated by different companies, including Shell

Agreement No: TCPRA-2016-OlymPD-00017
Project Title: Unocal Hulco Bulk Plant
Recipient Name: CITY OF OLYMPIA PARKS DEPARTMENT

Oil Company (Shell) and Atlantic Richfield Company (ARCO). The Shell/ARCO bulk plant operated from about 1924 to about 1980. The Site is owned by the City and is a part of Percival Landing Park (park).

The Site had a NFA from ECOLOGY dated October 10, 2003. During construction in 2010, additional soil contamination was encountered. The City of Olympia conducted an independent cleanup of the site. Contaminant was petroleum based and at depths between 6 and 10 feet below grade.

The City of Olympia submitted a RI/FS to ECOLOGY dated August 2012 by Anchor QEA, LLC. Ecology issued an Opinion letter, dated December 3, 2012. The City completed the required Environmental Covenant and received a no further action letter for the site from ECOLOGY, dated March 30, 2015

Overall Goal:

The City of Olympia completed environmental investigation and cleanup in accordance with environmental cleanup standards. The overall goal was to obtain a "No Further Action" letter from Department of Ecology for the site and to have the site removed from the 'List of Contaminated Sites' as maintained by Ecology. All of which has been accomplished.

Agreement No: TCPRA-2016-OlymPD-00017
 Project Title: Unocal Hulco Bulk Plant
 Recipient Name: CITY OF OLYMPIA PARKS DEPARTMENT

RECIPIENT INFORMATION

Organization Name: CITY OF OLYMPIA PARKS DEPARTMENT

Federal Tax ID: 91-6001261

DUNS Number: 075732198

Mailing Address: PO Box 1967
 Olympia, WA 98507-1967

Physical Address: PO Box 1967
 Olympia, Washington 98507-1967

Organization Email: ksummers@ci.olympia.wa.us

Contacts

<p>Project Manager</p>	<p>Kip Summers</p> <p>PO Box 1967 Olympia, Washington 98507-1967 Email: ksummers@ci.olympia.wa.us.gov Phone: (360) 570-5834</p>
<p>Billing Contact</p>	<p>Robin Atchison Project Accountant</p> <p>601 4th Ave E Olympia, Washington 98501 Email: ratchiso@ci.olympia.wa.us Phone: (360) 753-8425</p>
<p>Authorized Signatory</p>	<p>Kip Summers</p> <p>PO Box 1967 Olympia, Washington 98507-1967 Email: ksummers@ci.olympia.wa.us.gov Phone: (360) 570-5834</p>

Agreement No: TCPRA-2016-OlymPD-00017
 Project Title: Unocal Hulco Bulk Plant
 Recipient Name: CITY OF OLYMPIA PARKS DEPARTMENT

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Toxics Cleanup
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Toxics Cleanup
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Nick Acklam</p> <p>P.O. Box 47600 Olympia, Washington 98504-7600 Email: nack461@ecy.wa.gov Phone: (360) 407-6913</p>
<p>Financial Manager</p>	<p>Dan Koroma</p> <p>P.O. Box 47600 Olympia, Washington 98504-7600 Email: dkor461@ecy.wa.gov Phone: (360) 407-7187</p>

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

CITY OF OLYMPIA PARKS DEPARTMENT

By: _____

By: _____

Jim Pendowski
Toxics Cleanup
Program Manager
Date

Kip Summers
Date

Template Approved to Form by
Attorney General's Office

State of Washington Department of Ecology
Agreement No: TCPRA-2016-OlymPD-00017
Project Title: Unocal Hulco Bulk Plant
Recipient Name: CITY OF OLYMPIA PARKS DEPARTMENT

Steve Hall

City Manager

Date

APPROVED AS TO FORM:
Darren Nienaber DCA
City Attorney

Agreement No: TCPRA-2016-OlymPD-00017
 Project Title: Unocal Hulco Bulk Plant
 Recipient Name: CITY OF OLYMPIA PARKS DEPARTMENT

SCOPE OF WORK

Task Number: 1 **Task Cost: \$378,697.40**

Task Title: Interim & Emergency Actions (J002)

Task Description:

The City of Olympia hired a contractor to remove identified contaminated soil and dispose of the soil in an approved landfill. Quigg Bros was the contractor that performed the work. Approximately 8,500 tons of petroleum contaminated soil was shipped to the Weyerhaeuser Landfill in Castle Rock.

Task Goal Statement:

Cleanup of petroleum hydrocarbons on the site to protect human health and the environment and allow the site to be used as a park.

Task Expected Outcome:

Removal of contaminated soils to cleanup levels identified by MTCA and receipt of 'No Further Action' approval from Department of Ecology.

Recipient Task Coordinator: Kip Summers

Interim & Emergency Actions (J002)

Deliverables

Number	Description	Due Date
1.1	Removal of contaminated soil from the site	

Agreement No: TCPRA-2016-OlymPD-00017
 Project Title: Unocal Hulco Bulk Plant
 Recipient Name: CITY OF OLYMPIA PARKS DEPARTMENT

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$221,302.60

Task Title: Feasibility Study (J004)

Task Description:

The City of Olympia hired the consulting firm Anchor QEA to conduct the site investigation, oversee the cleanup actions and prepare the final RI/FS documenting the cleanup. Anchor prepared several work plans that were reviewed by ECOLOGY. They conducted the testing. Anchor oversaw the excavation work and trucking of the materials to the landfill. The process was an iterative process, in that the ultimate scope of work was based upon testing and/or excavation results. In some cases, the contractor was directed to continue excavation based upon testing results.

Task Goal Statement:

Fully characterize the site and submit the final RI/FS documenting cleanup actions.

Task Expected Outcome:

Ecology approved RI/FS and receipt of No Further Action letter from ECOLOGY.

Recipient Task Coordinator: Kip Summers

Feasibility Study (J004)

Deliverables

Number	Description	Due Date
2.1	ECOLOGY approved RI/FS report	

BUDGET

Funding Distribution EG170032

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: LOCAL TOXICS CONTROL ACCOUNT Funding Type: Grant
 Funding Effective Date: 01/01/2010 Funding Expiration Date: 12/31/2016

Funding Source:

Title: Local Toxics Control Act (LTCA)

Type: State

Funding Source %: 100%

Description: Remedial action grants and loans are provided to local governments in Washington State to facilitate the cleanup of publicly owned lands contaminated with hazardous substances. Grants or Loans offered include those for initial investigations, site hazard assessments, independent cleanups, cleanups conducted under order or consent decree, safe drinking water actions, areawide groundwater investigations, and integrated planning activities. The remedial action grant and loan program was created by the Model Toxics Control Act (MTCA), Chapter 70.105D RCW. MTCA directed Ecology to adopt rules for grant and loan issuance and performance. Those rules are in Chapter 173-322A WAC, Remedial Action Grants and Loans. Funds for remedial action grants and loans come from a tax on hazardous substances. MTCA directs 44% of the tax revenue into the Local Toxics Control Account (LTCA). Each biennium, the Legislature appropriates a portion of the funds in LTCA for remedial action grants and loans.

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
 Recipient Match %: 50%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

LOCAL TOXICS CONTROL ACCOUNT	Task Total
Interim & Emergency Actions (J002)	\$ 378,697.40
Feasibility Study (J004)	\$ 221,302.60

Total: \$ 600,000.00

Agreement No: TCPRA-2016-OlymPD-00017
 Project Title: Unocal Hulco Bulk Plant
 Recipient Name: CITY OF OLYMPIA PARKS DEPARTMENT

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
LOCAL TOXICS CONTROL ACCOUNT	50.00 %	\$ 300,000.00	\$ 300,000.00	\$ 600,000.00
Total		\$ 300,000.00	\$ 300,000.00	\$ 600,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

Agreement No: TCPRA-2016-OlymPD-00017
Project Title: Unocal Hulco Bulk Plant
Recipient Name: CITY OF OLYMPIA PARKS DEPARTMENT

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

Agreement No: TCPRA-2016-OlymPD-00017
Project Title: Unocal Hulco Bulk Plant
Recipient Name: CITY OF OLYMPIA PARKS DEPARTMENT

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the

Agreement No: TCPRA-2016-OlymPD-00017
Project Title: Unocal Hulco Bulk Plant
Recipient Name: CITY OF OLYMPIA PARKS DEPARTMENT

RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall

award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

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c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved

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by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic

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materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

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RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

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27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other

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materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

GENERAL TERMS AND CONDITIONS LAST UPDATED 12/25/2015



City Council

Adoption of Ordinance to Amend Project Permit Application Content Lists (OMC 18.77) and Definitions (OMC 18.02.180)

Agenda Date: 11/15/2016
Agenda Item Number: 4.F
File Number: 16-1210

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

Title

Adoption of Ordinance to Amend Project Permit Application Content Lists (OMC 18.77) and Definitions (OMC 18.02.180)

Recommended Action

Committee Recommendation:

The Land Use and Environment Committee recommends adopting the Ordinance amending Project Permit Application Content Lists (OMC 18.77) and Definitions (OMC 18.02.180)

City Manager Recommendation:

Move to adopt the Ordinance amending Project Permit Application Content Lists (OMC 18.77) and Definitions (OMC 18.02.180) on first reading and forward to second reading.

Report

Issue:

Whether to adopt an the Ordinance amending Project Permit Application Content Lists (OMC 18.77) and Definitions (OMC 18.02.180) to provide for the City Council to delegate the updating of permit applications to staff.

Staff Contact:

Linda Bentley, Senior Planner, Community Planning & Development, 360.570.3746

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

OMC 18.77 requires the City to keep "Application Content Lists" listing each type of development project permit application and specifying the content necessary for timely and orderly processing of each permit application.

OMC 18.02.180 defines Application Content Lists as "That document entitled 'City of Olympia Project Permit Application Content Lists' approved and adopted by the City Council setting forth the required

content for project permit applications to be 'completed' as that term is used in RCW 36.70B.080.”

In practice, the requirements in OMC 18.77 mean that every time a development permit application needs updating, City staff prepares a resolution for approval by City Council, changes the Content Lists, then puts the same information on customer application forms. This current process includes redundancies, requires extra staff time and delays use of the updated application by the public.

The proposed Ordinance (attached) provides for the City Council to delegate the updating of permit applications to staff. Each change to an application form would be approved by the signature of the Director of Community Planning and Development. This will ensure the Director's approval of each change, as well as ensuring staff and customers are using the most current forms. Staff would be directed to continuously maintain the current forms in a convenient, available format (paper and/or electronic).

Since this is a procedural amendment, neither a State Environmental Policy Act (SEPA) determination nor a public hearing is required.

Timing

There are a number of permit application changes due by December 1, 2016, to implement the new Low Impact Development (LID) code. Additionally, there have been and will be more changes to permit applications to implement the City's new SmartGov permitting software. Approval of this ordinance will allow for those and all future changes to permit application forms to be put in effect in a timely and efficient manner.

Neighborhood/Community Interests (if known):

No knowledge of community concerns although increased government efficiency would probably be of interest to the community.

Options:

1. Adopt the Ordinance amending OMC 18.77 and OMC 18.02.180.
2. Adopt the Ordinance amending OMC 18.77 and OMC 18.02.180 with modifications.
3. Do not adopt the Ordinance amending OMC 18.77 and OMC 18.02.180.

Financial Impact:

More efficient use of staff resources should result from adoption of the Ordinance, thereby positively affecting budget.

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO PROCEDURAL ISSUES REGARDING DEVELOPMENT PERMIT PROCESSING; AND AMENDING SECTION 18.00.000, CHAPTER 18.77, AND SUBSECTION 18.02.180.A OF THE OLYMPIA MUNICIPAL CODE.

WHEREAS, RCW 36.70B.080 requires development regulations adopted pursuant to RCW 36.70A.040 (Growth Management Act) to ". . . establish and implement time periods for local government actions for each type of project permit application and provide timely and predictable procedures to determine whether a completed project permit application meets the requirements of those development regulations."; and

WHEREAS, RCW 36.70B.080 also states, "The development regulations must specify the contents of a completed project permit application necessary for the complete compliance with the time periods and procedures."; and

WHEREAS, Chapter 18.77 OMC currently specifies a procedure that is redundant and requires extraordinary staff resources; and

WHEREAS, the proposed amendments meet the requirements of RCW 36.70B.080 and reduce duplicative procedures; and

WHEREAS, the Land Use & Environment Committee of the City Council received a briefing on the proposed code text amendments on October 20, 2016; and

WHEREAS, these amendments are procedural and do not therefore require a public hearing or a State Environmental Policy Act (SEPA) decision; and

WHEREAS, this Ordinance meets the goals and requirements of the Growth Management Act; and

WHEREAS, Chapters 35A.63 and 36.70B RCW and Article 11, Section 11 of the Washington State Constitution authorize and permit the City to adopt this Ordinance; 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 Community Development and Planning file entitled "Application Content Lists"; and

WHEREAS, this Ordinance is also supported by the professional judgment and experience of the City staff who have worked on this proposal; 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 ORDAINS AS FOLLOWS:

Section 1. Amendment of OMC 18.00.000. Olympia Municipal Code Section 18.00.000 is hereby amended to read as follows:

18.00.000 Title Contents

Title 18 UNIFIED DEVELOPMENT CODE

Chapters:

Article I. GENERAL PROVISIONS

18.02 Basic Provisions

Article II. LAND USE DISTRICTS

18.04 Residential Districts

18.05 Villages and Centers

18.05A Urban Village, Neighborhood Village, Neighborhood Center and Community Oriented Shopping Center Design Guidelines

18.06 Commercial Districts

18.08 Industrial Districts

Article III. OVERLAY DISTRICTS

18.10 Height Overlay Districts

18.12 Historic Preservation

18.16 Pedestrian Street Overlay District

Article IV. GENERAL REGULATIONS

18.32 Critical Areas

18.36 Landscaping and Screening

18.37 Nonconforming and Conforming Buildings and Uses

18.38 Parking and Loading

18.40 Property Development and Protection Standards

18.42 Signs

18.44 Antennas and Wireless Communications Facilities

18.46 Eligible Wireless Communication Facilities Modifications

Article V. DISCRETIONARY APPROVALS

18.48 Conditional Uses

18.50 Homeless Encampments

18.51 State-Licensed Marijuana Producers, Processors, and Retailers Regulations

18.52 Limited Zones

18.53 Development Agreements

18.54 Planned Unit Development (PUD)

18.56 Planned Residential Development (PRD)

18.57 Master Planned Development (MPD)

18.58 Rezones and Text Amendments

18.59 Olympia Comprehensive Plan Amendment Process

18.60 Land Use Review and Approval

18.64 Townhouses

18.66 Variances and Unusual Uses

Article VI. ADMINISTRATION

- 18.72 Administration**
- 18.73 Civil and Criminal Penalty**
- 18.75 Appeals/Reconsideration**
- 18.76 Design Review Board**
- 18.77 Permit Application Contents Lists**
- 18.78 Public Notification**
- 18.82 Hearing Examiner**
- 18.86 Neighborhood Association Recognition and Notification**
- 18.90 Transfer of Development Rights**
- 18.100 Design Review**
- 18.105 Historic Structures and Buildings Within Historic Districts**
- 18.110 Basic Commercial Design**
- 18.120 Commercial Design Criteria Downtown**
- 18.130 Commercial Design Criteria High Density Corridor (HDC)**
- 18.135 Commercial Design Criteria Residential Scale District**
- 18.140 Commercial Design Review Auto Oriented District**
- 18.145 Commercial Design Review Freeway Corridor District**
- 18.150 Port Peninsula**
- 18.155 West Bay Drive District**
- 18.170 Multi-Family Residential**
- 18.175 Infill and Other Residential**
- 18.180 Manufactured Home Parks**

Section 2. Amendment of OMC 18.77. Olympia Municipal Code Chapter 18.77 is hereby amended to read as follows:

Chapter 18.77
PERMIT APPLICATION CONTENTS LISTS

18.77.000 Chapter Contents

Section:

18.77.010 Complete application form and content.

18.77.010 Complete application form and content

A. ~~Permit Application Contents Lists. The City of Olympia Project Permit Applications Content Lists dated July 20, 2009, which include Wireless Communications Facilities Submittal Requirements, shall specify on each type of permit application the requirements necessary for complete compliance with required time periods and procedures for approval, are hereby adopted by reference; One (1) copy of which each permit application shall be kept on file in the offices of the City Clerk and the Olympia Community Planning and Development Department and shall be available in electronic format where possible. Such lists-applications shall be considered a part of the Olympia Municipal Code as though fully set forth therein. Such lists-applications specify the content necessary for timely and orderly processing of each project permit application of the city of Olympia and for reaching a determination that such~~

application is complete as provided by Section 18.72.060 of the Olympia Municipal Code. The Director shall be responsible for updating the permit applications as necessary.

~~B. — Conflict Between Regulations. When any provision of the Application Content Lists shall be found to be in conflict with any other duly adopted development regulation of the City, the Application Content Lists shall prevail. All project permit application forms of the City shall be consistent with the provisions of the Application Content Lists.~~

Section 3. Amendment of OMC 18.02.180. Olympia Municipal Code Subsection 18.02.180.A is hereby amended to read as follows:

18.02.180 Definitions

A. DEFINITIONS - SPECIFIC.

Abandon. To cease or suspend from developing or maintaining a building or use for a definite period of time.

Abandoned Activity. A business or activity with no reported sales or activity for a period of twelve (12) months, except temporary closures for repairs, alterations, or other similar situations. Land and/or buildings not in use for such period are considered vacant and unoccupied and may be subject to review including land use approval prior to renewal of use.

Abutting. Two or more parcels or buildings sharing a common boundary of at least one point.

Access. Safe, adequate, and usable ingress/egress (entrance/exit) to a property or use.

Accessory Dwelling Unit. See Dwelling, Conventional.

Accessory Structure. A structure detached from the principal building located on the same lot and customarily incidental and subordinate to the principal building. Any part of the main building which shares a common wall and roof is considered a part of that building. A building or portion thereof is not considered attached if the attachment is by a covered breezeway. (See also Subordinate.)

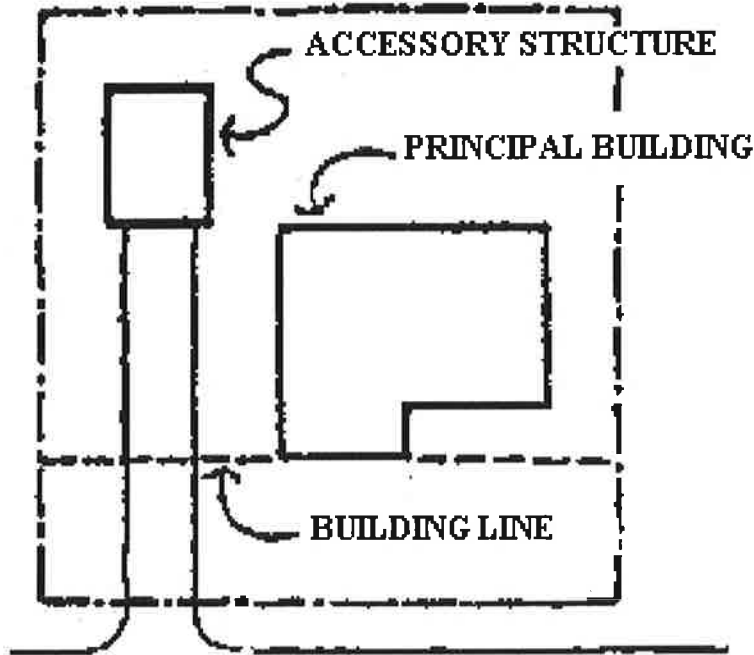


FIGURE 2-1

Accessory Use. A use of land or a portion thereof customarily incidental and subordinate to the principal use of the land and located on the same lot with the principal use, such as: garage sales; merchandise displays outside of a business; community oriented outdoor activity associated with schools, churches, and other non-profit organizations; and temporary contractor offices on a construction site.

Action. A decision made by the review authority(s) on a land use application, including any findings, environmental determination and conditions of approval.

Adult Day Care Home. See Dwelling, Assisted Living.

Adult Entertainment.

a. Any exhibition, performance, or dance of any type conducted in a premises where such exhibition, performance, or dance involves a person who is unclothed or in such costume, attire, or clothing as to expose any portion of the female breast below the top of the areola or any portion of the pubic region, anus, buttocks, vulva, or genitals, or human male genitals in a discernibly turgid state, or wearing any device or covering exposed to view which simulates the appearance of any portion of the female breast below the top of the areola or any portion of the pubic region, anus, buttocks, vulva, or genitals, or human male genitals in a discernibly turgid state, even if completely opaquely covered; or

b. Any exhibition, performance, or dance of any type conducted in a premises where such exhibition, performance, or dance is distinguished or characterized by a predominant emphasis on the depiction, description, simulation of, or relation to, the following specified sexual activities:

- i. Human genitals in a state of sexual stimulation or arousal;
- ii. Acts of human masturbation, sexual intercourse, or sodomy; or
- iii. Fondling or other erotic touching of human genitals, pubic region, buttocks or female breast; provided, adult entertainment and specifically the "depiction, description, simulation of, or relation to" sexual activities described above, shall not be construed to include any form of actual sexual conduct as defined in this section.

c. Any exhibition, performance, or dance intended to sexually stimulate any patron and conducted in a premises where such exhibition, performance, or dance is performed for, arranged with, or engaged in with fewer than all patrons on the premises at that time, with separate consideration paid, either directly or indirectly, for such performance exhibition or dance. For purposes of example and not limitation, such exhibitions, performances, or dances are commonly referred to as table dancing, couch dancing, taxi dancing, lap dancing, private dancing, or straddle dancing.

Adult-Oriented Business. Shall mean the following businesses:

- a. Adult arcade. An establishment containing any individual viewing areas or booths, where, for any form of consideration, including a membership fee, one or more still or motion picture projectors, slide projectors, or similar machines, or other image producing machines are used to show films, motion pictures, video cassettes, slides, or other photographic reproduction of sexual conduct, or adult entertainment.
- b. Adult cabaret. A night club, bar, restaurant, theater, or auditorium, or similar commercial establishment, whether or not alcoholic beverages are served, which presents adult entertainment.
- c. Adult motel. A hotel, motel, or similar commercial establishment which:
 - i. Offers sleeping accommodation to the public for any form of consideration and, as a significant purpose of its business, provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction of or description of sexual conduct or adult entertainment and are not rated G, PG, PG-13, NC-13, NC-17, or R by the Motion Picture Association of America; or

- ii. Offers a sleeping room for rent for a period of time that is less than ten (10) hours; or
- iii. Allows a tenant or occupant of a sleeping room to sub rent the room for a period time that is less than ten (10) hours.

d. Adult motion picture theater. A commercial establishment or drive-in theater where a significant portion of the films, motion pictures, video cassettes, slides, or similar photographic reproductions are characterized by the depiction or description of adult entertainment or sexual conduct and are not rated G, PG, PG-13, NC-13, NC-17, or R by the Motion Picture Association of America and are shown for any form of consideration.

e. Adult book store. A business having as a significant portion of its volume of trade the display, barter, rental and/or sale of books, printed matter, video tapes, discs or cassettes, films, pictures or other material or paraphernalia distinguished or characterized by an emphasis on matters depicting, describing or relating to sexual conduct or adult entertainment, as defined herein. For purposes of this ordinance, "portion of its volume or trade" means that portion of the store's display space devoted to such material, or that portion of its gross receipts received from the sale of such material, whichever is greater.

f. Other adult entertainment facility. Any commercial establishment to which any patron is invited or admitted and where adult entertainment is presented as a substantial part of the premises' activity, including but not limited to escort agencies, seminude or nude modeling studios, or similar establishments.

Affected Party. Any individual, partnership, corporation, association, or public or private organization of any character, significantly affected by or interested in an action before the Review Authority, including any party in a contested case.

Affordable Housing. Housing affordable to households with an income not greater than 80 percent of the median income for Thurston County as determined by the U.S. Department of Housing and Urban Development. Affordable housing should cost no more than 30 percent of gross household income (including utilities).

Agriculture. The use of land for farming, dairying, pasturing and grazing, horticulture, floriculture, viticulture, apiaries, animal and poultry husbandry, and accessory activities, including, but not limited to, storage, harvesting, feeding or maintenance of equipment and onsite sales of agricultural products, but excluding stockyards, slaughtering or commercial food processing.

Airport or Heliport. Any area of land or structure designated and set aside for the landing and taking off of any aircraft regulated by the Federal Aviation Administration.

Alley. A public or private way, at the rear or side of property, permanently reserved as a means of vehicular or pedestrian access to a property.

Alteration. Any change, addition or modification in construction or occupancy.

Amendment. The action whereby the content of this title is revised, including additions, deletions, or clarification of language, maps, or diagrams.

Amusement Activity. An indoor, covered or outdoor facility or building that contains various devices for entertainment, including coin or token-operated machines, rides, booths to conduct games or the sale of souvenir items.

Ancillary Structure, WCF. Any form of development associated with a wireless communications facility, including but not limited to: foundations, concrete slabs on grade, guy anchors, generators, and transmission cable supports; however, specifically excluding equipment cabinets.

Animals. Any living organism except a plant, fungus, virus, or bacterium. (See also Pet, Traditional.)

Animal Hospital. A place where animals or pets are given medical or surgical treatment and are cared for during the time of such treatment, including the accessory use of the premises as a kennel or a place where animals or pets are boarded for compensation.

Animal Kennel. See Kennel.

Animal Unit. One thousand pounds of live weight of any given livestock species or any combination of livestock species. For additional information, see the U.S. Department of Agriculture Natural Resource Conservation Service Animal Waste Field Handbook.

Antenna. Any apparatus designed for the transmitting and/or receiving of electromagnetic waves, including but not limited to: telephonic, radio or television communications. Types of elements include, but are not limited to: omni-directional (whip) antennas, sectionalized (panel) antennas, multi or single bay (FM and TV), yagi, or parabolic (dish) antennas.

Antenna Array. A single or group of antenna elements and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the sole purpose of transmitting or receiving electromagnetic waves.

Antenna Element. Any antenna or antenna array.

Antenna Support Structure. A vertical projection composed of metal or other material with or without a foundation that is designed for the express purpose of accommodating antennas at a desired height. Antenna support structures do not include any device used to attach antennas to an existing building. Types of support structures include the following:

Guyed Structure. A style of antenna support structure consisting of a single truss assembly composed of sections with bracing incorporated. The sections are attached to each other, and the assembly is attached to a foundation and supported by a series of wires that are connected to anchors placed in the ground or on a building.

Lattice Structure. A tapered style of antenna support structure that consists of vertical and horizontal supports with multiple legs and cross bracing, and metal crossed strips or bars to support antennas.

Monopole Structure. A style of freestanding antenna support structure consisting of a single shaft usually composed of two or more hollow sections that are in turn attached to a foundation. This type of antenna support structure is designed to support itself without the use of guy wires or other stabilization devices. These facilities are mounted to a foundation that rests on or in the ground or on a building's roof.

Anti-Climbing Device. A piece or pieces of equipment, which are either attached to an antenna support structure, or which are freestanding and are designed to prevent people from climbing the structure. These devices may include but are not limited to fine mesh wrap around structure legs, "squirrel-cones," or other approved devices, but excluding the use of barbed or razor wire.

Apartment. See Dwelling, Conventional.

Apparel and Accessory Stores. Stores primarily engaged in selling new or used clothing, shoes, jewelry, and related articles for personal wear and adornment and stores which rent clothing such as costumes or formal wear.

Applicant. Owner(s) or lessee(s) of property, including their agent(s) who submit an application for development, including person(s) who have contracted to purchase property.

~~Application Content Lists. That document entitled "City of Olympia Project Permit Application Content Lists" approved and adopted by the City Council setting forth the required content for project permit applications to be "completed" as that term is used in RCW 36.70B.080.~~

Arcade. A covered walk with shops along one side and a line of arches or columns on the other side.

Archaeological Sites. Any site or location of prehistoric or historic significance including, but not limited to, burial sites, camp sites, rock shelters, caves and their artifacts, implements and remains of preexisting native Americans.

Architectural Elements. Components that are part of a building, such as windows, doors, materials, details, and structural membrane.

Articulation. The giving of emphasis to architectural elements of a building (like windows, balconies, entries, etc.) that create a complementary pattern or rhythm, dividing large buildings into smaller identifiable pieces.

Ash, Incinerator. Particulate or solid residues resulting from the operation of incinerator or energy recovery facilities managing municipal solid waste, including solid waste from residential, commercial and industrial establishments, if the ash residues:

- a. Would otherwise be regulated as hazardous wastes under RCW [70.105](#); and
- b. Are not regulated as a hazardous waste under the Federal Resource Conservation and Recovery Act (RCRA), 42, U.S.C. Section 6910, et seq.

ASR. The Antenna Structure Registration Number as required by the FAA and FCC.

Attached Structure. Any structure that has an enclosed interior wall(s) and covered roof in common with another structure sufficient to constitute an occupiable room (i.e., seven feet wide or more). A structure connected to another structure only by a covered passageway is not considered attached. (See Detached Structure; note that structures conforming with neither definition must conform with requirements of this title for both types of structures.)

Auction. See Swap Meet.

Auditor. The Auditor of Thurston County, Washington.

Automobile Rental Agencies. This includes businesses primarily engaged in short-term rental or extended-term leasing of passenger cars, hearses, limousines, and the like, without drivers. Finance (equity or full-payout) leasing of automobiles is classified with Motor Vehicle Sales.

Automobile Wrecking. The wrecking, dismantling, or salvage of motor vehicles or trailers, or the storage of, sale of or recycling or disposal of dismantled, partly dismantled, or wrecked motor vehicles or their parts. (See also Junk or Salvage Facility.)

Awning. A structure affixed to a building which extends over windows, sidewalks or doors, principally as protection from sun and rain.

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

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

Section 6. Effective Date. This Ordinance shall take effect five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Nieneber

DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of an Ordinance Appropriating \$1,347,150 for a Downtown Emergency Response Unit Pilot

Agenda Date: 11/15/2016
Agenda Item Number: 4.G
File Number: 16-1185

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

Title

Approval of an Ordinance Appropriating \$1,347,150 for a Downtown Emergency Response Unit Pilot

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on first reading and move to second reading, an ordinance appropriating \$1,347,150 from a FEMA grant for a pilot of a lower acuity emergency response unit to operate primarily in the downtown area.

Report

Issue:

Whether to appropriate \$1,347,150 from a Staffing for Adequate Fire & Response (SAFER) Grant, which was accepted by the Council at its August 30, 2016 meeting.

Staff Contact:

Greg Wright, Deputy Fire Chief, 360.753.8466

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The City of Olympia has been awarded a grant for funding firefighter FTEs for a 24-month period to staff an Adaptive Response Unit. The Unit will respond primarily to the downtown including a number of lower acuity emergencies that are not time sensitive. The Unit will lessen the need for fire engines and ladder trucks to respond to these types of emergencies and preserve response times for fire units Citywide. The grant will reimburse for salary and benefits for six new firefighters. The City Council accepted the grant at its August 30, 2016, meeting.

The appropriation will fund this pilot program for two years. Finance will be accounting for this program separately from other activities within the Fire Department. The grant is being appropriated

at this time so that the recruitment process can be started now assuring there will be staff available when the program begins in February 2017.

Neighborhood/Community Interests (if known):

None

Options:

1. Move to pass the Ordinance on first reading and move to second reading.
2. Make changes to the Ordinance and direct staff to prepare a new Ordinance.
3. Do not approve the Ordinance.

Financial Impact:

\$1,347,150 to be provided by the US Department of Homeland Security, Federal Emergency Management Agency, over a 24-month period.

Attachments:

SAFER Grant Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, APPROPRIATING \$1,347,150 FOR A PILOT OF LOWER ACUITY EMERGENCY RESPONSE UNIT TO OPERATE PRIMARILY IN THE DOWNTOWN AREA FOR A PERIOD OF 24 MONTHS. THIS IS FUNDED BY A GRANT FROM FEMA.

WHEREAS, The City of Olympia has been awarded a grant from FEMA to provide funding of a lower acuity emergency response unit; and

WHEREAS, The City Council accepted the grant on August 30, 2016

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

Section 1. That the following appropriations are hereby made:

GENERAL FUND

Resources:	Federal Grant, FEMA	\$1,347,150
	TOTAL RESOURCES	\$1,347,150
Appropriations:	Fire Department	\$1,347,150
	TOTAL APPROPRIATIONS	\$1,347,150

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 publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Public Hearing on the 2018-2023 Six-Year Transportation Improvement Program

Agenda Date: 11/15/2016
Agenda Item Number: 5.A
File Number: 16-0188

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

Title

Public Hearing on the 2018-2023 Six-Year Transportation Improvement Program

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Hold a Public Hearing regarding the 2018-2023 Transportation Improvement Program (TIP).

Report

Issue:

Whether to hold a Public Hearing regarding the 2018-2023 Transportation Improvement Program (TIP).

Staff Contact:

David Smith, Transportation Project Engineering, Public Works Department, 360.753.8496

Presenter(s):

David Smith, Transportation Project Engineering, Public Works Department

Background and Analysis:

Washington State Department of Transportation (WSDOT) requires local governments to outline their specific transportation needs in a Six-Year Transportation Improvement Program (TIP). Cities must identify projects in the TIP before they can receive state and federal funding. City staff updates the TIP each year so that all projects identified in the *Capital Facilities Plan* (CFP) are in the TIP. The City submits the TIP to WSDOT annually in July.

It is important to note that City staff works closely with state and federal agencies to understand funding criteria. Every year, staff reviews projects and makes revisions to the TIP so the City is in the best position to successfully secure funding.

The cost estimates and project schedules in the TIP are preliminary and will be updated when funding is requested. The TIP is organized as follows:

1. Fully Funded Projects. These projects have received grant funding and are in the process of being implemented.
2. Capacity Projects. These projects do not meet current levels of service (capacity) as defined by the *Olympia Comprehensive Plan (Comp Plan)*. They often have multiple funding sources including impact fees, grants, and City general fund dollars.
3. Annual Programs. These programs fund multiple projects within specific categories; they are listed in alphabetical order in the TIP:
 - Access and Safety Improvements.
 - Bike Improvements.
 - Sidewalks and Pathways.
 - Street Repair and Reconstruction.
4. Parks, Arts and Recreation Projects, in priority order. These projects are included in priority order to qualify them for state and federal funding.

A table summarizing the 2018-2023 TIP is attached. The WSDOT 2018-2023 Six-year TIP in the required WSDOT format, which will be sent to WSDOT, is also attached. Adoption of the TIP is scheduled for December 6, 2016.

Neighborhood/Community Interests (if known):

City staff distributed the draft 2018-2023 TIP and gave notice of the Public Hearing to the following organizations: City-recognized neighborhood associations, the West Olympia Business Association, Intercity Transit and WSDOT, Thurston Regional Planning Council (TRPC), the cities of Lacey and Tumwater, Thurston County, Bicycle Pedestrian Advisory Committee (BPAC), Olympia Safe Streets Campaign and other interested parties.

Options:

1. Hold a Public Hearing on the 2018-2023 Six-Year Transportation Improvement Program (TIP).

Council is scheduled to adopt a resolution approving the 2018-2023 TIP on December 6, 2016. Prior to adoption, any changes to the 2017-2022 Capital Facilities Plan will be incorporated into the TIP. The City will meet state law for updating the TIP annually and be eligible for grant funding on the listed projects.

2. Do not hold a Public Hearing on the 2018-2023 Six-Year Transportation Improvement Program (TIP).

Financial Impact:

The 2017-2022 TIP identifies 17 projects totaling approximately \$98 million. The City is seeking approximately \$32.6 million in federal funding and \$13.2 million in state funding. The CFP establishes specific funding sources and commitment for funding of the projects in the TIP.

Attachment(s):

TIP Project Summary 2018-2023

TIP Project Maps

TIP WSDOT Technical Report, 2018-2023



Six Year Transportation Improvement Program Summary 2018 - 2023

The City is required by State law to prepare a six-year Transportation Improvement Program (TIP) and submit it to the Washington State Department of Transportation (WSDOT). City staff updates the TIP annually to reflect the City's most recent Capital Facilities Plan (CFP). Projects need to be identified in the TIP before cities can receive state and federal funding. The following includes a list of the current TIP projects. For more detailed information please refer to the complete 2018-2023 Capital Facilities Plan.

Map No.	Project Name	Description	Project Origin	Planned Grant Funds	Planned Local Funds	Total Funds	Comments
1	Mottman Road Bike Lanes and Half Street Frontage Improvement	<i>Project Limits:</i> Mottman Road from Mottman Court to SPSCC <ul style="list-style-type: none"> Construct sidewalk, planter strip and streetlights on one side; widen for Class II bike lanes and pave street. 	Street Repair and Reconstruction Program	\$5,860,000	\$0	\$5,860,000	
2	Fones Road - Transportation	<i>Project Limits:</i> Fones Road from 18 th Avenue to Pacific Avenue <ul style="list-style-type: none"> Widen to 3 to 5 lanes, sidewalks, planter strips, bike lanes, streetlighting, stormwater improvements, underground overhead utilities, and roundabout. 	Capacity Need	\$6,496,943	\$7,798,539	\$14,295,482	
3	Cain Road and North Street Intersection Improvements	<i>Project Limits:</i> Intersection of Cain Road and North Street; 300 feet south of North Street to 300 feet north of North Street <ul style="list-style-type: none"> Intersection capacity improvements may include lane striping and signal, bike lanes, sidewalks, planter strips, streetlighting, and underground overhead utilities. 	Capacity Need	\$172,695	\$207,293	\$379,988	

Map No.	Project Name	Description	Project Origin	Planned Grant Funds	Planned Local Funds	Total Funds	Comments
4	Henderson Boulevard and Eskridge Boulevard Intersection Improvements	<i>Project Limits:</i> Intersection of Henderson Boulevard and Eskridge Boulevard. <ul style="list-style-type: none"> Intersection capacity improvements include a traffic signal within the existing intersection. 	Capacity Need	\$184,366	\$221,301	\$405,667	
5	Wiggins Road and 37 th Avenue Intersection Improvements	<i>Project Limits:</i> Intersection of Wiggins Road and 37 th Avenue. <ul style="list-style-type: none"> Intersection capacity improvements include a traffic signal within the existing intersection configuration. 	Capacity Need	\$184,366	221,301	\$405,667	
6	Log Cabin Road Extension	<i>Project Limits:</i> Log Cabin Road from Boulevard Road to Hoffman Road <ul style="list-style-type: none"> Extend Minor Arterial roadway. Funding is for design. 	Capacity Need	\$227,238	\$272,762	\$500,000	
7	US 101/West Olympia Access Project	<i>Project Limits:</i> Black Lake Boulevard to Kaiser Road <ul style="list-style-type: none"> Construct westbound and eastbound off/on-ramps from US 101 to Kaiser Road. Also construct a westbound off-ramp from US 101 to Yauger Way via an at-grade intersection at Black Lake Boulevard and Kaiser Road. 	Capacity Need	\$2,781,241	\$3,338,434	\$6,119,675	
Various Locations Citywide	Access and Safety Improvements	<i>Project Limits:</i> Various locations <ul style="list-style-type: none"> The purpose of this program is to improve access and safety for all users of the transportation system: Hazard Elimination and Safety projects improve safety on high accident street sections or intersections. Projects may include new guardrails, railroad crossings, and intersection improvements. Pedestrian Crossing Improvements help pedestrians cross major streets. Improvements may include bulb-outs, crossing islands, and/or flashing crosswalk beacons. Street Access projects remove barriers on walkways for persons with disabilities. Projects may include ADA access ramps or audible pedestrian signals. 	Access and Safety Improvements	\$0	\$480,000	\$480,000	

Map No.	Project Name	Description	Project Origin	Planned Grant Funds	Planned Local Funds	Total Funds	Comments
Various Locations Citywide	Bike Improvements	<p><i>Project Limits:</i> Various locations</p> <ul style="list-style-type: none"> The purpose of this program is to complete elements of the bicycle network: Bike Corridors: Low-volume, low-stress streets improved for bicycle travel. Other improvements: Gaps and spot improvements in the bike lane network. 	Bicycle Improvements	\$0	\$600,000	\$600,000	
Various Locations Citywide	Sidewalks and Pathways	<p><i>Project Limits:</i> Various Locations</p> <ul style="list-style-type: none"> The purpose of this program is to: Maintain and repair sidewalks and pathways. Construct pathways for pedestrians and bicyclists. Pathways are non-motorized short-cuts that link streets to parks, schools, trails, and other streets. Pathways for improvement will be identified by neighborhoods. Construct new sidewalks based upon the 2004 Sidewalk Program. The program focuses on building sidewalks on at least one side of arterials, major collectors, and neighborhood collectors. 	Sidewalks and Pathways	\$0	\$6,969,000	\$6,969,000	
Various Locations Citywide	Street Repair and Reconstruction	<p><i>Project Limits:</i> Various locations</p> <ul style="list-style-type: none"> This program addresses: Complete Street Reconstruction projects address streets with pavement in the worst condition. These reconstruction projects add bicycle and pedestrian facilities at the time the street is reconstructed. Maintenance projects that are beyond the capacity of City maintenance crews. These projects include, for example, repairing and replacing striping, guardrails, railing, signals and lighting. Major Resurfacing projects are repaving projects that may include other elements such as ADA access ramps and bulb-outs for pedestrians at intersections. Street Preservation is an on-going effort to preserve the condition of our streets and delay major reconstruction. This may include, for example, chip sealing streets and sealing cracks. 	Street Repair and Reconstruction Program	\$0	\$17,250,000	\$17,250,000	
8	Percival Landing Bulkhead	<p><i>Project Limits:</i> State Avenue and 4th Avenue</p> <ul style="list-style-type: none"> Construct a bulkhead along Water Street and 4th Avenue to protect the existing streets and utilities. 	2010 Parks, Arts & Recreation Plan	\$1,929,500	\$1,070,500	\$3,000,000	

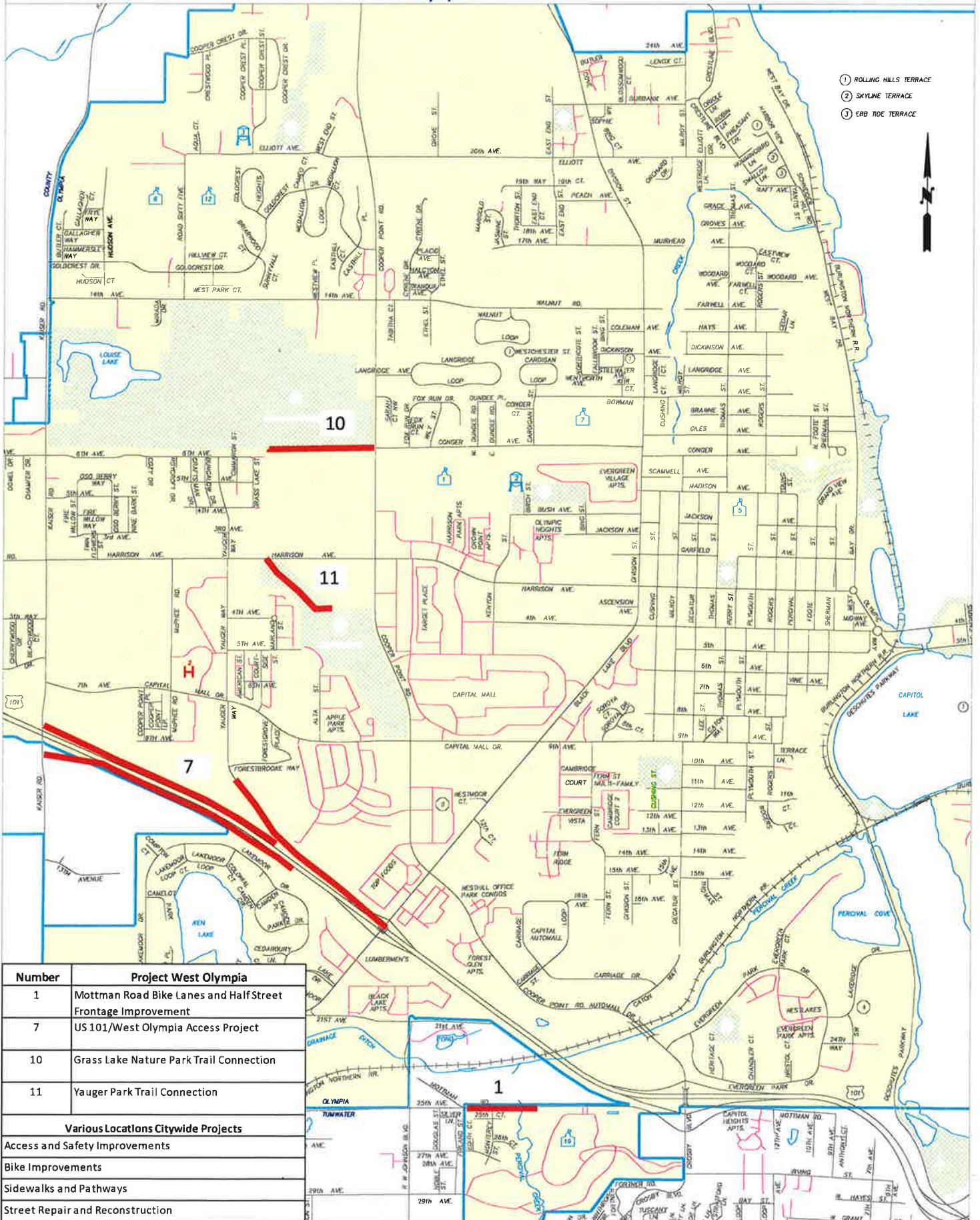
Map No.	Project Name	Description	Project Origin	Planned Grant Funds	Planned Local Funds	Total Funds	Comments
9	Percival Landing, Section A, Phase 2	<i>Project Limits:</i> Percival Landing <ul style="list-style-type: none"> • Boardwalk and float replacement. 	Identified Maintenance Needs	\$10,840,600	\$5,339,400	\$16,180,000	
10	Grass Lake Nature Park Trail Connection	<i>Project Limits:</i> Cooper Point Road to Regional Trail. <ul style="list-style-type: none"> • Design and construct trail. 	2010 Parks, Arts & Recreation Plan	\$402,000	\$198,000	\$600,000	
11	Yauger Park Trail Connection	<i>Project Limits:</i> Yauger Park to Harrison Avenue <ul style="list-style-type: none"> • Design and construct trail. 	2010 Parks, Arts & Recreation Plan	\$323,610	\$159,390	\$483,000	
12	Olympia Woodland Trail, Phase 3	<i>Project Limits:</i> From Henderson Boulevard to Eastside Street <ul style="list-style-type: none"> • Design and construct trail. 	2010 Parks, Arts & Recreation Plan	\$2,983,000	\$1,492,000	\$4,475,000	
13	Olympia Woodland Trail, Phase 4	<i>Project Limits:</i> From Tumwater Historical Park to Henderson Boulevard <ul style="list-style-type: none"> • Design and construct trail. 	2010 Parks, Arts & Recreation Plan	\$13,333,000	\$6,667,000	\$20,000,000	

2018 - 2023 Projects

Six-Year Transportation Improvement Program



Olympia and Vicinity



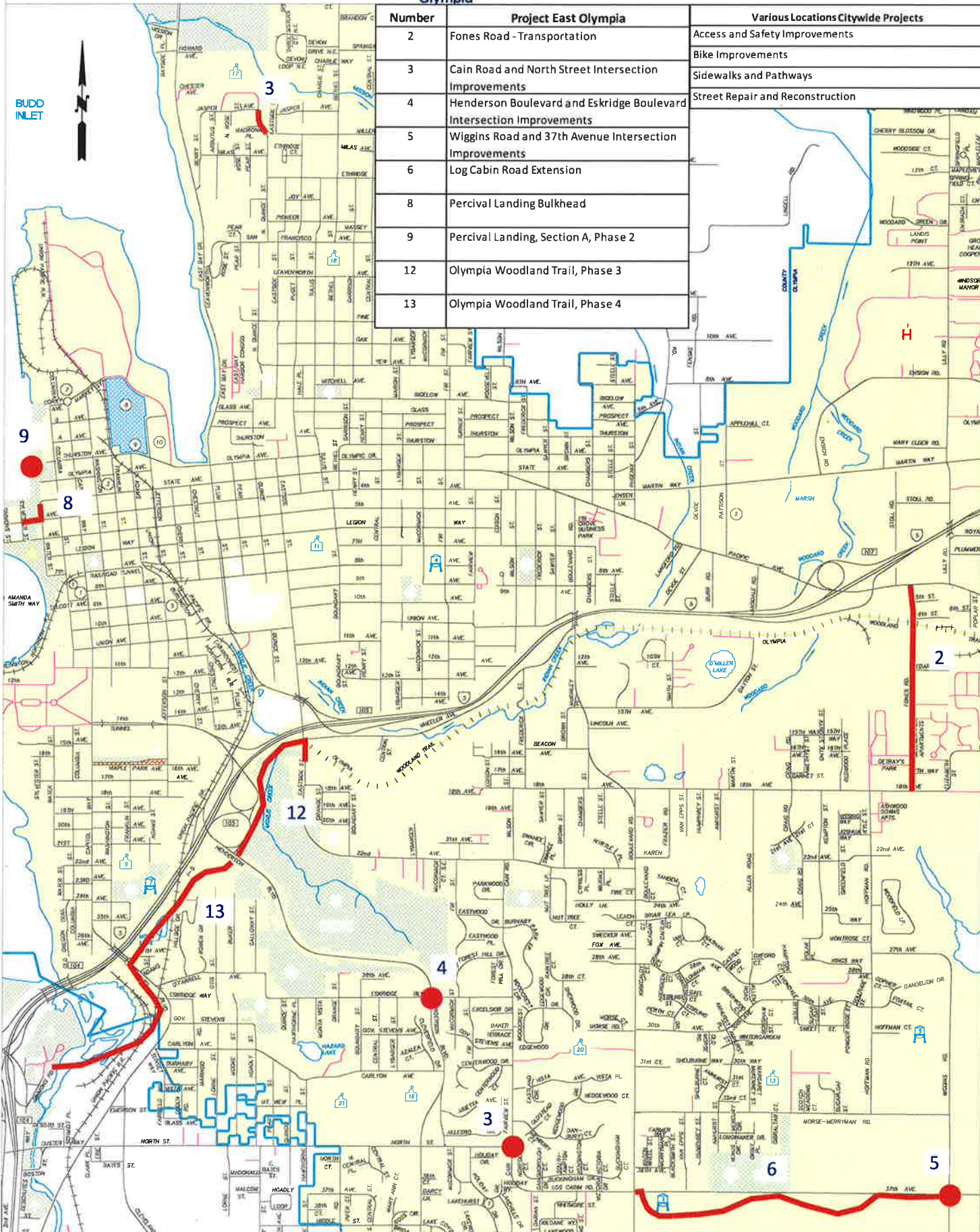
Number	Project West Olympia
1	Mottman Road Bike Lanes and Half Street Frontage Improvement
7	US 101/West Olympia Access Project
10	Grass Lake Nature Park Trail Connection
11	Yaeger Park Trail Connection

Various Locations Citywide Projects	
Access and Safety Improvements	
Bike Improvements	
Sidewalks and Pathways	
Street Repair and Reconstruction	

2018 - 2023 Projects

Six-Year Transportation Improvement Program

Olympia and Vicinity



Number	Project East Olympia
2	Fones Road - Transportation
3	Cain Road and North Street Intersection Improvements
4	Henderson Boulevard and Eskridge Boulevard Intersection Improvements
5	Wiggins Road and 37th Avenue Intersection Improvements
6	Log Cabin Road Extension
8	Percival Landing Bulkhead
9	Percival Landing, Section A, Phase 2
12	Olympia Woodland Trail, Phase 3
13	Olympia Woodland Trail, Phase 4

Various Locations Citywide Projects
Access and Safety Improvements
Bike Improvements
Sidewalks and Pathways
Street Repair and Reconstruction

Agency: Olympia
 County: Thurston
 MPO: TRPC MPO

Hearing Date: 11/15/2016
 Adoption Date: Amendment Date:
 Resolution #: Amendment #:

Six Year Transportation Improvement Program
From 2018 to 2023

Functional Class	Priority Number	Project Title Regionally Significant (Y/N) Road Name Structure Id from: Beginning Terminus to: End Terminus Project Description	Improvement Type	Total Length	Utility Codes	Project Phase	Status	Phase Start	Project Costs				Fed. Funded Projects Only																
									Federal Funding		State Funding			Total Funds	Envir. Type	R/W Reqrd? (Date)													
									Fed. Fund Code	Cost by Phase	Fund Code	State Funds					Local Funds												
17		Mottman Road Bike Lanes and Half Street Frontage Improvement Mottman Road from: Mottman Court to: SPSCC Structure Id Construct Sidewalk, Planter Strip, and Streetlights on one side; Widen for Class II Bike Lanes and Overlay Street.	N	28	0.18	G	PE	S	2018			OTHER	552600		552,600	CE	Y												
												OTHER	599500		599,500														
												OTHER	4707900		4,707,900														
										Totals			5,860,000		5,860,000														
16		Fones Road - Transportation Fones Road from: 18th Avenue to: Pacific Avenue Structure Id Widen to 3/5 lanes, sidewalks, planter strips, bike lanes, streetlighting, stormwater improvements, undergrounding of overhead utilities and roundabout.	Y	3	0.67	C	PE	P	2018			TIB	486469	583929	1,070,398	CE	Y												
												TIB	2203251	2644649	4,847,900														
												TIB	3807223	4569961	8,377,184														
										Totals			6,496,943	7,798,539	14,295,482														
16		Cain Road and North Street Intersection Improvements Cain Road from: 300 feet south of North Street to: 300 feet north of North Street Structure Id Intersection capacity improvements include installation of a compact roundabout and sidewalk modifications.	N	3	0.12	C	PE	P	2020			TIB	35231	42289	77,520	CE	Y												
												TIB	137464	165004	302,468														
										Totals			172,695	207,293	379,988														
										16		Henderson Boulevard and Eskridge Boulevard Intersection Improvements Henderson Boulevard from: At Eskridge Boulevard to: Structure Id Intersection capacity improvements include a traffic signal within the existing intersection configuration.	N	3	0.02			C	CN	P	2021			TIB	184366	221301	405,667	CE	Y
Totals			184,366	221,301	405,667																								
17		Wiggins Road and 37th Avenue Intersection Improvements Wiggins Road from: At 37th Avenue to: At 37th Aveue Structure Id Intersection capacity improvements include a traffic signal within the existing intersection configuration.	N	3	0.02	C	CN	P	2022													TIB	184366	221301	405,667	CE	Y		
																Totals							184,366	221,301	405,667				

Agency: Olympia
 County: Thurston
 MPO: TRPC MPO

Hearing Date: 11/15/2016
 Adoption Date: Amendment Date:
 Resolution #: Amendment #:

Six Year Transportation Improvement Program
From 2018 to 2023

Functional Class	Priority Number	Project Title Regionally Significant (Y/N) Road Name Structure Id from: Beginning Terminus to: End Terminus Project Description	Improvement Type	Total Length	Utility Codes	Project Phase	Status	Phase Start	Project Costs							Fed. Funded Projects Only	
									Federal Funding		State Funding			Total Funds	Envir. Type	R/W Reqrd? (Date)	
									Fed.Fund Code	Cost by Phase	Fund Code	State Funds	Local Funds				
16		Log Cabin Road Extension Log Cabin Road from: Boulevard Road to: Wiggins Road Structure Id Extend Minor Arterial roadway. Funding is for design.	Y	1.00	C G P S T W	PE	P	2023			TIB	227238	272762	500,000	CE	Y	
									Totals			227,238	272,762	500,000			
12		US 101/West Olympia Access Project US 101 from: Black Lake Boulevard to: Kaiser Road Structure Id Construct westbound and eastbound off/on-ramps from US 101 to Kaiser Road. Also construct a westbound off-ramp from US 101 to Yauger Way via an at-grade intersection at Black Lake Boulevard. Add Auxiliary lanes east and westbound between Black Lake Boulevard and Kaiser Road.	Y	1.10	P	PE	P	2018	STP(US)	1813209			2176466	3,989,675	CE	Y	
						RW	P	2019	STP(US)	968032			1161968	2,130,000			
									Totals	2,781,241			3,338,434	6,119,675			
0		Access and Safety Improvements Various Locations from: N/A to: N/A Structure Id The purpose of this program is to improve access and safety for all users of the transportation system: Hazard Elimination and Safety projects improve safety on high accident street sections or intersections. Projects may include new guardrails, railroad crossings, and intersection improvements. Pedestrian Crossing Improvements help pedestrians cross major streets. Improvements may include bulb-outs, crossing islands, and/or flashing crosswalk beacons. Street Access projects remove barriers on walkways for persons with disabilities. Projects may include ADA access ramps or audible pedestrian signals.	N	28	C G P T W	PE	P	2018					97920	97,920	CE	N	
						CN	P	2018					382080	382,080			
									Totals				480,000	480,000			
0		Bike Improvements Various Locations from: N/A to: N/A Structure Id The purpose of this program is to complete elements of the bicycle network: Bike Corridors: Low-volume, low-stress streets improved for bicycle travel. Other Improvements: Gaps and spot improvements in the bike lane network.	N	28		PE	P	2018					142800	142,800	CE	N	
						CN	P	2018					457200	457,200			
									Totals				600,000	600,000			

Agency: Olympia
 County: Thurston
 MPO: TRPC MPO

Hearing Date: 11/15/2016
 Adoption Date: Amendment Date:
 Resolution #: Amendment #:

Six Year Transportation Improvement Program
From 2018 to 2023

Functional Class	Priority Number	Project Title	Regionally Significant (Y/N)	STIP ID:	Oly	Improvement Type	Total Length	Utility Codes	Project Phase	Status	Phase Start	Project Costs				Fed. Funded Projects Only			
												Federal Funding		State Funding			Total Funds	Envir. Type	R/W Reqd? (Date)
												Fed.Fund Code	Cost by Phase	Fund Code	State Funds	Local Funds			
0		Sidewalks and Pathways	N	STIP ID: Oly1112a		28			PE	P	2018				948000	948,000	CE	N	
		Various Locations from: N/A to: N/A		Fed. Aid # Agency ID: 300 MPO ID: NRS					CN	P	2018				6021000	6,021,000			
		Structure Id The purpose of this program is to: Maintain and repair sidewalks and pathways. Construct pathways for pedestrians and bicyclists. Pathways are non-motorized short-cuts that link streets to parks, schools, trails, and other streets. Pathways for improvement will be identified by neighborhoods. Construct new sidewalks based upon the 2004 Sidewalk Program. The program focuses on building sidewalks on at least one side of arterials, major collectors, and neighborhood collectors.																	
									Totals						6,969,000	6,969,000			
0		Street Repair and Reconstruction	N	STIP ID: Oly1117a		4			C	PE	P	2018			3762000	3,762,000	CE	N	
		Various Locations from: N/A to: N/A		Fed. Aid # Agency ID: 400 MPO ID: NRS					G	CN	P	2018			13488000	13,488,000			
		Structure Id This program addresses: Complete Street Reconstruction projects address streets with pavement in the worst condition. These reconstruction projects add bicycle and pedestrian facilities at the time the street is reconstructed. Maintenance projects that are beyond the capacity of City maintenance crews. These projects include, for example, repairing and replacing striping, guardrails, railing, signals, and lighting. Major Resurfacing projects are repaving projects that may include other elements such as ADA access ramps and bulb-outs for pedestrians at intersections. Street Preservation is an on-going effort to preserve the condition of our streets and delay major reconstruction. This may include, for example, chip sealing streets and sealing cracks.							T										
									W										
									Totals						17,250,000	17,250,000			
0		Percival Landing Bulkhead	N	STIP ID: Oly1751b		28	0.10		CN	P	2019	STP(E)	1729500		970500	2,700,000	CE	N	
		from: State Avenue to: 4th Avenue		Fed. Aid # Agency ID: 499 MPO ID:					PE	P	2018	STP(E)	200000		100000	300,000			
		Structure Id Construct a bulkhead along Water Street and 4th Avenue to protect the existing streets and utilities.																	
									Totals						1,929,500	3,000,000			
0		Percival Landing, Section A, Phase 2	N	STIP ID: Oly1151a		28			CN	P	2020	STP(E)	10217500		5032500	15,250,000	CE	N	
		Percival Landing from: N/A to: N/A		Fed. Aid # Agency ID: 500 MPO ID: NRS					PE	P	2019	STP(E)	623100		306900	930,000			
		Structure Id Boardwalk and float replacement from south end of phase 1 to north end of 'D' dock.																	
									Totals						10,840,600	16,180,000			

Agency: Olympia
 County: Thurston
 MPO: TRPC MPO

Hearing Date: 11/15/2016
 Adoption Date: Amendment Date:
 Resolution #: Amendment #:

**Six Year Transportation Improvement Program
 From 2018 to 2023**

Functional Class	Priority Number	Project Title Regionally Significant (Y/N) Road Name Structure Id from: Beginning Terminus to: End Terminus Project Description	Improvement Type	Total Length	Utility Codes	Project Phase	Status	Phase Start	Project Costs							Fed. Funded Projects Only		
									Fund Source Information				Total Funds	Envir. Type	R/W Reqd? (Date)			
									Federal Funding		State Funding					Fund Code	State Funds	Local Funds
0		Grass Lake Nature Park Trail Connection from: Cooper Point Road to: Regional Trail Structure Id Design and construct multi-modal trail.	N			PE	P	2019	STP(E)	67000				33000	100,000	CE	N	
						CN	P	2020	STP(E)	335000				165000	500,000			
						Totals				402,000				198,000	600,000			
0		Yauger Park Trail Connection from: Yauger Park to: Harrison Boulevard Structure Id Design and construct trail connection.	N			PE	P	2020	STP(E)	42210				20790	63,000	CE	N	
						CN	P	2021	STP(E)	281400				138600	420,000			
						Totals				323,610				159,390	483,000			
0		Olympia Woodland Trail, Phase 3 from: Henderson Boulevard to: Eastside Street Structure Id Design and construct multi-modal trail.	N			PE	P	2019	STP(E)	450000				225000	675,000	CE	N	
						CN	P	2020	STP(E)	2533000				1267000	3,800,000			
						Totals				2,983,000				1,492,000	4,475,000			
0		Olympia Woodland Trail, Phase 4 from: Tumwater Historical Park to: Henderson Boulevard Structure Id Design and construct a multi-modal trail.	N			PE	P	2021	STP(E)	2200000				1100000	3,300,000	CE	N	
						CN	P	2022	STP(E)	11133000				5567000	16,700,000			
						Totals				13,333,000				6,667,000	20,000,000			
									Grand Totals for Olympia		32,592,951			13,125,608	52,284,920	98,003,479		



City Council

Public Hearing on the 2017 Ad Valorem Tax Ordinance

Agenda Date: 11/15/2016
Agenda Item Number: 5.B
File Number: 16-1217

Type: ordinance **Version:** 1 **Status:** Public Hearing

Title

Public Hearing on the 2017 Ad Valorem Tax Ordinance

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager's Recommendation:

Hold a public hearing, close the hearing, and move to approve the ordinance on first reading and forward to second reading.

Report

Issue:

Whether to hold a public hearing to set the Ad Valorem Tax amount and the amount of increase for the budget year 2017, and decide whether to approve the ordinance on first reading to set the Ad Valorem Tax for 2017 collections.

Staff Contact:

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

Presenter(s):

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

Background and Analysis:

The City is required to adopt a property tax levy ordinance and file a levy certification with the County by November 30, 2016. If no certification is filed, the County will levy the lesser of the amount levied for 2016 or any other legal limit which may be applied to the levy.

A public hearing on General Fund revenues sources, including property tax, is required prior to the adoption of the property tax levy (RCW 84.55.120). The schedule of proposed 2017 General Fund revenues is attached. Notice of the hearing was published on November 1 and November 8, 2016.

The 2017 general levy is based on a one percent increase over the previous highest legal levy, plus

estimated amounts for new construction, a contingency, and a refund levy to be collected in 2017. An increase in the levy is limited to the lower of 1percent or the inflation rate as measured by the implicit price deflator (IPD) plus new construction. The IPD affecting 2017 tax assessments is 0.953 percent. To increase the levy beyond the IPD to one percent requires the Council to pass a resolution of substantial need with a super majority off the Council present. To increase the levy beyond these limits requires voter approval (levy lid lift).

A contingency of \$50,000 is included because the final values and changes in State assessed properties (utilities) are not known at this time. The maximum the City can collect in property taxes is limited to the lesser of the legal limit or the amount specified in the authorizing ordinance.

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

Estimated Regular Levy for 2017 Collections -

The estimated regular levy for 2017 collections is \$14,455,444.27 including new construction, a refund levy, and contingency. The estimated rate per \$1,000 of assessed valuation is \$2.3060. The current rate is \$2.4084. Assessed value for 2017 tax collections is estimated at \$6.384 billion, an increase of \$599 million. Preliminary estimated increase in assessed valuation from new construction (included in above) is \$116.5 million. This will generate about \$280,625 in property tax revenue from new construction.

The maximum regular levy rate is \$3.325, assuming the Timberland Library District levied its full levy capacity of \$0.50 per \$1,000 of assessed value. The current levy rate of the District is \$0.4095.

Additionally, the City will collect property tax to pay debt service on bonds issued with voter approval to fund fire facilities and equipment. In 2008, voters approved an excess levy to pay for a fire station, fire training facility, and equipment. Bonds were issued in 2009. This levy for 2017 will be \$1,187,851 including a refund levy. Estimated levy rate is \$0.1908. The 2016 levy for the fire bonds is \$0.2096. The tax levy to pay the debt service on the fire bonds is not part of the public hearing.

The ordinance approving the levy must include the amount and percentage of change compared to the prior year levy (2016). The comparison is based on the highest legal levy which is calculated prior to addition of a refund levy.

\$13,858,835.61	Highest legal levy
13,997,423.96	101% of above
<u>Less 13,933,700.21</u>	2016 levy
\$ 63,723.76	Increase of 0.457336%

Neighborhood/Community Interests (if known):

N/A

Options:

- 1) Hold a public hearing; then close the hearing and move to approve the ordinance on first reading and forward to second reading. This ordinance would allow for the maximum property tax collections.
- 2) Hold the public hearing; then move the ordinance to second reading with changes as identified by

the Council.

3) Continue the hearing to another date and direct staff to present the ordinance at another date. If the ordinance is not delivered to the County by November 30, then the amount of taxes to be levied for 2017 may be limited.

4) Do not pass the ordinance. The County would levy property taxes at the same level as 2015.

Financial Impact:

General Expense Levy

\$13,997,423.96	1% increase over highest legal levy
\$ 280,625.63	New construction
\$ 127,394.68	Refund levy
<u>\$ 50,000.00</u>	Contingency pending final values from the County
\$14,455,444.27	

Fire Bond Levy

\$ 1,172,394.70
<u>\$ 15,267.30</u>
\$ 1,187,851.00

Attachments:

- Ordinance
- Estimated 2017 General Fund Revenue by Type

AN ORDINANCE SETTING THE AD VALOREM TAX AMOUNT AND AMOUNT OF INCREASE FOR THE BUDGET YEAR 2017.

WHEREAS, the Olympia City Council held a public hearing on November 15, 2016, to consider the City of Olympia ad valorem tax levy for 2017 collections; and

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

WHEREAS, the City must identify in the ad valorem tax ordinance the amount and percentage increase compared to the previous year; and

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

WHEREAS, the City of Olympia has been advised by the Thurston County Treasurer that the City of Olympia is eligible for a refund levy of \$127,394.68 related to the general levy; and

WHEREAS, the City of Olympia has been advised by the Thurston County Treasurer that the City of Olympia is eligible for a refund levy of \$15,267.30 related to the Fire Station bond levy; and

WHEREAS, final assessed values are not yet available, a contingency of \$50,000 is included in the General Levy; and

WHEREAS, the City Council passed a resolution finding a substantial need to levy the ad valorem tax above the rate of inflation, and

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

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

Section 1. A \$63,723.76 increase in the regular property tax levy is hereby authorized for levy amounts to be collected in 2017, which is an increase of 0.457336% percent from the previous year.

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

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

OLYMPIA	AMOUNT
General Expense Levy (Regular Property Tax Levy)	\$14,328,049.59
Excess Levy (Fire Station Bonds)	1,172,583.70
Administrative Refund Levy, General Expense Levy	127,394.68
Administrative Refund Levy, Bond levy	15,267.30
	\$15,643,295.27

Section 3. On or before the 30th day of November, 2016, the City Clerk shall file with the Clerk of the Thurston County Board of Commissioners a certified estimate of the total amount to be raised by the ad valorem tax levied herein on property within the City of Olympia.

ADOPTED THIS _____ day of November, 2016.

MAYOR

MAYOR PRO-TEM

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER


COUNCILMEMBER

COUNCILMEMBER

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED: PUBLISHED:

2017 Property Tax

Levy Calculation

- Regular Levy

\$13,997,424	1% Increase over highest legal levy
280,625	New Construction \$116.52 million
127,395	Refund Levy
<u>50,000</u>	Contingency, pending final valuations
\$14,455,444	

- Allocation of Regular Levy

\$10,824,630	Gen Fund (\$10,695,530 in preliminary budget*)
1,738,325	City Hall, Debt Service
552,489	4 th /5 th Ave Corridor, Debt Service
1,085,000	LEOFF 1 retiree post-employment benefits
205,000	Firemen's Pension Fund
<u>50,000</u>	Gen Fund, levy contingency
\$14,455,444	

*Difference refund levy and updated new construction assessed value

2017 Property Tax (continued)

Voter-Approved Fire Bond Levy

- Bond Levy
\$ 1,172,584
15,267
\$ 1,187,851
- Fire Bonds
Refund Levy

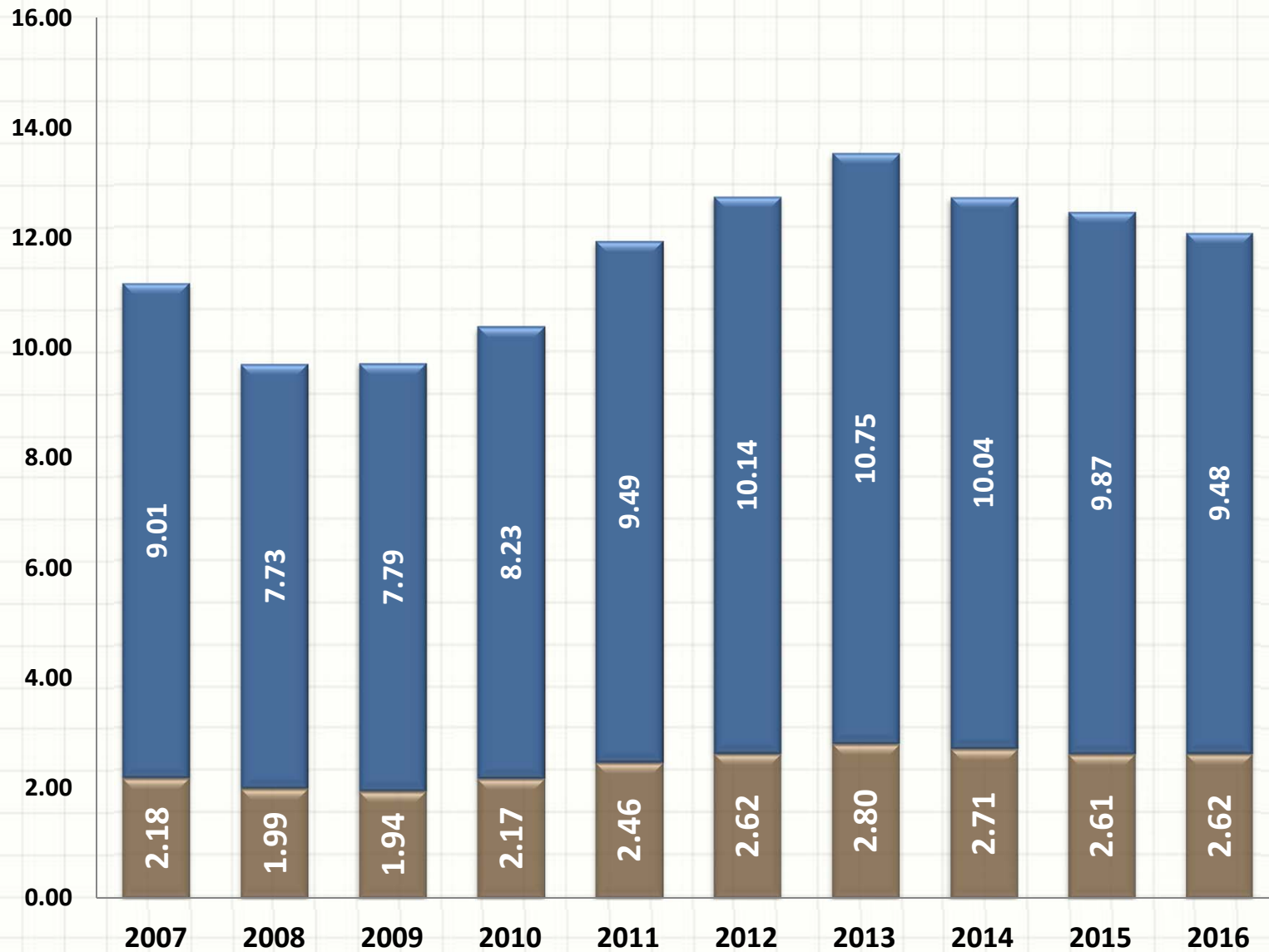
2017 Property Tax (continued)

Calculation of Amount and Percent Change for the Ordinance

\$13,858,835.61	Amount to which the 1% increase applies (2016 levy less refund levy)
x <u>101%</u>	
\$13,997,423.97	
- <u>\$13,933,700.21</u>	2016 levy
\$ 63,723.76	Increase over 2016 levy

Percent Change = 0.45734%

Levy Rate



SCHEDULE OF PRELIMINARY ESTIMATED 2017 GENERAL FUND REVENUE BY TYPE

Property Tax	\$10,695,530	14.90%
Sales Tax	20,955,810	29.19%
Business Tax	6,192,000	8.63%
Utility Tax, Private	4,962,390	6.91%
Utility Tax, Municipal	4,741,840	6.61%
Gambling Tax	130,000	0.18%
Leasehold Tax	150,000	0.21%
Licenses & Permits	923,250	1.29%
Intergovernmental	2,032,964	2.83%
Charges for Services	14,267,567	19.87%
Fines & Penalties	511,800	0.71%
Rents & Leases	1,451,668	2.02%
Other Revenue	<u>4,772,338</u>	6.65%
Total Revenue	\$71,787,157	



City Council

Public Hearing on the 2017 City of Olympia Operating Budget

Agenda Date: 11/15/2016
Agenda Item Number: 5.C
File Number: 16-1227

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

Title

Public Hearing on the 2017 City of Olympia Operating Budget

Recommended Action

Committee Recommendation:

Various City advisory committees forwarded written recommendations to the Council at an earlier date. The Finance Committee has reviewed various aspects of the budget and will meet on November 16 to finalize their recommendations.

City Manager Recommendation:

Hold the public hearing and receive testimony on the 2017 City of Olympia Preliminary Operating Budget. At the end of comments, close the public hearing and accept written comments until Friday, November 18, 2016 at 5:00 p.m.

Report

Issue:

Whether to hold a hearing for the public to comment on the 2017 Operating Budget.

Staff Contact:

Steve Hall, City Manager, 360.753.8447

Jane Kirkemo, Administrative Services Director, 360.753.8499

Presenter(s):

Steve Hall, City Manager

Jane Kirkemo, Administrative Services Director

Background and Analysis:

The 2017 Preliminary Operating Budget was presented on October 25, 2016. This hearing provides additional opportunity for the Council to hear from the public on the Operating Budget of the City. The Operating Budget includes a property tax increase with a declaration of substantial need, utility rate increases, other fee increases, and recommendations for the Lodging Tax.

2017 Operating Budget: The 2017 City of Olympia Preliminary Operating Budget is \$139 million representing a 4.9% increase over the 2016 budget. The General Fund, comprising the basic

municipal services is \$71.7 million, or a 6.6% increase in expenditures. The General Fund without the influx of Olympia Municipal Park District (OMPD) funds is \$70 million, a 4.2% increase.

The utilities comprise about 45% of the total expenditures. The utility budgets include the following increases in residential rates:

Drinking Water - 5.7% revenue increase

Wastewater - 4% rate increase

Stormwater - 6.3% rate increase

LOTT - 2% rate increase

Waste Resources:

Residential - 0% increase

Commercial - 0% rate increase

Organics - 6.5% rate increase

Lodging Tax Advisory Committee (LTAC) - Also included in the Operating Budget is the recommendation from LTAC. Councilmember Hankins is the Council Representative on the committee. The committee recommends \$287,000 in tourism service contracts for 2017. (See attachment.)

Neighborhood/Community Interests (if known):

The 2017 Operating Budget includes \$23,000 for neighborhood matching grants.

Options:

Hold the public hearing. In addition, staff recommends Council allow written comment until 5:00 p.m. on Friday, November 18, 2016.

Financial Impact:

The 2017 Operating Expenditure Budget is \$139 million. The Preliminary Operating Budget (including LTAC recommendations and utility rate increases) is available on the City website for public review.

Attachments:

None.



City Council

Public Hearing on the 2017-2022 City of Olympia Capital Facilities Plan (CFP)

Agenda Date: 11/15/2016
Agenda Item Number: 5.D
File Number: 16-1228

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

Title

Public Hearing on the 2017-2022 City of Olympia Capital Facilities Plan (CFP)

Recommended Action

Committee Recommendation(s):

Various City advisory committees forwarded written recommendations to the Council at the October 18 CFP public hearing.

City Manager Recommendation:

Hold the public hearing and receive testimony on the City of Olympia 2017-2022 CFP. At the end of comments, close the public hearing and accept written comments until Friday, November 18, 2016 at 5:00 p.m.

Report

Issue:

Whether to hold a hearing for the public to comment on the 2017 CFP.

Staff Contact:

Steve Hall, City Manager, 360.753.8447

Jane Kirkemo, Administrative Services Director, 360.753.8499

Presenter(s):

Steve Hall, City Manager

Jane Kirkemo, Administrative Services Director

Background and Analysis:

The 2017 Capital Facilities Plan (CFP) was presented in July followed by Planning Commission review. On October 18 the Council held an earlier public hearing. This hearing provides additional opportunity for the Council to hear from the public on changes made since the earlier hearing (attached).

The 2017-2022 revised CFP is \$141,127,463. The bulk of the changes are in Transportation. The Transportation section will be reprinted and available for the public hearing. The changes mainly reflect revisions to impact fee-funded projects.

The utilities comprise about 35% of the total CFP expenditures. The utility budgets include the following increases in residential rates:

Drinking Water - 5.7% revenue increase

Wastewater - 4% rate increase

Stormwater - 6.3% rate increase

LOTT - 2% rate increase

Waste Resources:

Residential - 0% increase

Commercial - 0% rate increase

Organics - 6.5% rate increase

The CFP also includes increases in impact fees (including the Olympia School District) and General Facilities Charges. (See attachments.)

Options:

1. Hold the public hearing. In addition, staff recommends Council allow written comment until 5:00 p.m. on Friday, November 18, 2016.

2. Do not hold the public hearing. In addition, staff recommends Council allow written comment until 5:00 p.m. on Friday, November 18, 2016.

Financial Impact:

The 2017-2022 CFP is \$141.1 million. This is a \$1,006,019 decrease from the preliminary CFP.

Attachments:

Capital Facilities Plan Changes

2017 Capital Facilities Plan - Dollar Changes Preliminary to Final

Changes Prelim to Final	Prelim	Final	Change	Reason
PARKS				
Community Parks Development	\$ 3,112,000	\$ 3,040,000	\$ 72,000	Removed OMPD Funds from this project
TRANSPORTATION WITH IMPACT FEES				
Transportation with Impact Fees	\$ 30,103,447	\$ 28,695,428	\$ 1,408,019	Updated with 2017 Impact fee numbers
TRANSPORTATION				
Access and Safety improvements	\$ 200,000	\$ 600,000	\$ (400,000)	Added \$200,000 to both Pedestrian Crossing Improvements and Street Access
Bike Improvements	\$ 201,530	\$ 701,530	\$ (500,000)	Added \$250,000 to both Bike Corridors and Other Improvements
Street Repair and reconstruction	\$ 18,475,000	\$ 17,975,000	\$ 500,000	moved to Bike improvements
GENERAL CAPITAL FACILITIES				
ADA Transition Plan and Projects	\$ 1,080,000	\$ 680,000	\$ 400,000	moved to access and safety transportation projects
DRINKING WATER				
Reclaimed Water -Water (Program #9710)	\$ 375,000	\$ 107,000	\$ 268,000	Removed Reclaimed Water Infrastructure Project totaling \$268,000
Water Source Development and Protection (Program	\$ 1,062,000	\$ 1,524,000	\$ (462,000)	Raised McAllister Mitigation (Smith Property Restoration) cost by \$460,000
WASTEWATER				
Lift Stations-sewer (Program #9806)	\$ 3,954,000	\$ 4,234,000	\$ (280,000)	Added \$150,000 to East Bay Marina Relocation Project and \$130,000 to Water Street Soil Investigation and Cleanup
Total Change			\$ 1,006,019	
	Prelim	Final	Change	
General Government	\$ 93,265,482	\$ 91,785,463	\$ 1,480,019	
Utilities	\$ 48,868,000	\$ 49,342,000	\$ (474,000)	
Total	\$ 142,133,482	\$ 141,127,463	\$ 1,006,019	