



City of Olympia

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8447

Meeting Agenda City Council

Tuesday, September 23, 2014

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [14-0895](#) Proclamation Recognizing October 2014 as Walk to School Month

Attachments: [Walk to School Proclamation](#)

3. PUBLIC COMMUNICATION

*(Estimated Time: 0-30 Minutes) (Sign Up Sheets are Provided in the Foyer)
During this portion of the meeting, citizens may address the Council regarding only items related to City business, including items on the Agenda, except 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. Individual testimony is limited to three minutes or less. In order to hear as many people as possible during the 30-minutes set aside for Public Communication, the Council will refrain from commenting on individual testimony until all public comment has been taken. The City Council will allow for additional testimony 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 [14-0898](#) Approval of August 30, 2014 Council Mid-Year Retreat Meeting Minutes

Attachments: [Minutes](#)

4.B [14-0879](#) Approval of Special Council Meeting - McAllister Springs Celebration September 5, 2014 Minutes

Attachments: [Minutes](#)

4.C [14-0914](#) Approval of September 9, 2014 Special Study Session Meeting Minutes

Attachments: [Minutes](#)

4.D [14-0900](#) Approval of September 9, 2104 City Council Meeting Minutes

Attachments: [Minutes](#)

- 4.E [14-0922](#) Bills and Payroll Certification
Attachments: [Bills and Payroll](#)
- 4.F [14-0894](#) Approval of Letter to Puget Sound Energy Encouraging the Retirement of Coal as a Source of Power and Support for the Pursuit of Cleaner Alternative Energy Sources
Attachments: [Draft Letter to PSE](#)
- 4.G [14-0897](#) Approval of Proposed Opinion Editorial to Urge Puget Sound Energy to Re-Think its Investment in Coal Generated Power
Attachments: [Draft Opinion Editorial](#)
- 4.H [14-0896](#) Approval of Interagency Agreement between the Washington Department of Ecology and the City of Olympia for Washington Conservation Corp (WCC) Services
Attachments: [DOE Intra-Agency Agreement for WCC](#)
- 4.I [14-0903](#) Approval of Intergovernmental Agreement for Joint Animal Services Operations
Attachments: [Interlocal Agreement](#)
- 4.J [14-0913](#) Adoption of a Resolution Adopting Standards for the Provision of Public Defense
Attachments: [Resolution](#)
- 4.K [14-0918](#) Approval of Washington Department of Ecology Grant Proposal Regarding Budd Inlet Water Quality
- 4.L [14-0832](#) Approval of Property Acquisition Near Allison Springs Wellfield
Attachments: [Stratten - Purchase and Sale Agreement](#)
[2014 Allison parcel acquisition - aerial](#)
[2014 Allison parcel acquisition - vicinity](#)

4. SECOND READINGS

- 4.M [14-0845](#) Amendment to Ordinance 6909 (Operating Budget)
Attachments: [Ordinance](#)
- 4.N [14-0847](#) Amendment to Ordinance 6910 (Capital Budget)
Attachments: [Ordinance](#)
- 4.O [14-0846](#) Amendment to Ordinance 6911 (Special Funds)
Attachments: [Ordinance](#)

- 4.P [14-0886](#) Approval of Ordinance Amending Olympia Municipal Code Section 6.04.050 and Section 6.04.110 Regarding Animal Control Services
Attachments: [Ordinance](#)
- 4.Q [14-0915](#) Approval of Ordinance Amending OMC 5.10.045 Regarding Background Checks for Occupational Licenses.
Attachments: [Ordinance](#)

4. FIRST READINGS - None

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A [14-0856](#) Approval of Recommendation for Use of City Hall Public Art Funds
- 6.B [14-0917](#) Approval of Percival Plinth Project People's Choice Award 2014
Attachments: [Hyperlink to People's Prize / Plinth Project Web page](#)
- 6.C [14-0798](#) Briefing on the Urban Septic Assessment Project
Attachments: [Hyperlink - City webpage](#)
[Septic Summit Summary final 9-1-11](#)

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 Secretary 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 of Olympia

City Council

Proclamation Recognizing October 2014 as Walk to School Month

Agenda Date: 9/23/2014
Agenda Item Number: 2.A
File Number:14-0895

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

Title

Proclamation Recognizing October 2014 as Walk to School Month

Recommended Action

Committee Recommendation:

Not referred to a Committee.

City Manager Recommendation:

Move to approve the proclamation and declare October as Walk to School Month.

Report

Issue:

Approval of proclamation declaring October as Walk to School Month.

Staff Contact:

Michelle Swanson, Senior Program Specialist, Public Works Transportation, 360.753.8575.

Presenter(s):

Robert Coleman, Resource Conservation Manager, Olympia Public School District

Background and Analysis:

The Cities of Olympia and Tumwater are passing resolutions recognizing October as Walk to School Month. Robert Coleman, Resource Conservation Manager for the Olympia School District, will be present to receive the proclamation.

Walking and biking to school promotes a healthy lifestyle, reduces congestion on our roads, and reduces greenhouse gases and other pollutants.

Although the City doesn't have specific activities scheduled during October for Walk to School Month, the City collaborates to promote walking and biking to school by partnering with other agencies and schools.

Olympia has received Washington State Department of Transportation Safe Routes to School grants to be used to fund pedestrian improvements near schools and education and encouragement

activities to walk and bike to school. Through this grant program, Olympia partners with Intercity Transit and Thurston Regional Planning Council to conduct those activities. For 2011 to 2013 those activities were focused at Garfield Elementary. For 2014-2015 they are focused at Washington Middle School, NOVA School, and Pioneer Elementary. Intercity Transit will take the lead in implementing this work program.

PROCLAMATION

WHEREAS, walking to school can build activity into a child's daily routine, improving health and school performance, and

WHEREAS, driving students to school in private vehicles contributes to traffic congestion and air pollution, and

WHEREAS, the City of Olympia constructs sidewalks, crossing improvements and neighborhood pathways to help students walk to school, and

WHEREAS, the City of Olympia partners with the Olympia School District, Intercity Transit, and the Thurston Regional Planning Council to provide encouragement and safety education activities to students and their families, and

WHEREAS this year the City will be partnering to promote walking at Washington Middle School, Pioneer Elementary and NOVA School, part of which is paid for by a Safe Routes to School grant from the Washington State Department of Transportation; and

WHEREAS, in the month of October, children, parents, and community leaders around the country are joining together for Walk to School events,

NOW, THEREFORE, BE IT RESOLVED that the Olympia City Council hereby proclaims the month of October 2014 as

“WALK TO SCHOOL MONTH”

in the City of Olympia and encourages parents, school employees, and community leaders to show children that walking is a fun, safe, and healthy way to get to destinations in their neighborhoods, whether they are schools, parks, or other places. All community leaders can contribute to a culture of pedestrian safety year round, even when driving, by slowing down to 20 mph and yielding to pedestrians who are trying to cross the street.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 23rd DAY OF SEPTEMBER, 2014.

OLYMPIA CITY COUNCIL

*Stephen H. Buxbaum
Mayor*



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8447

City of Olympia

City Council

Approval of August 30, 2014 Council Mid-Year Retreat Meeting Minutes

Agenda Date: 9/23/2014
Agenda Item Number: 4.A
File Number:14-0898

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

Title

Approval of August 30, 2014 Council Mid-Year Retreat Meeting Minutes



City of Olympia

City Hall
601 4th Avenue E
Olympia, WA 98501

Meeting Minutes - Draft City Council

Information: 360.753.8447

Saturday, August 30, 2014

9:00 AM

LOTT Board Room

Special City Council Meeting - Mid-Year Retreat

1. ROLL CALL

Mayor Buxbaum welcomed everyone and outlined the agenda for the day. He indicated City Manager Steve Hall will serve as facilitator to keep discussions moving and on time. He urged everyone to self-facilitate to optimize their ability to complete the agenda. He shared a short video clip entitled "The Ladder of Inference".

Present: 7 - Mayor Stephen H. Buxbaum, Mayor Pro Tem Nathaniel Jones, Councilmember Jim Cooper, Councilmember Julie Hankins, Councilmember Steve Langer, Councilmember Jeannine Roe and Councilmember Cheryl Selby

2. BUSINESS ITEMS

2.A 14-0838 City Council's Mid-Year Retreat

Finance Committee

Councilmember Cooper, Chair of the Finance Committee, provided a brief overview of the Committee's accomplishments year-to-date.

Administrative Services Director Jane Kirkemo presented a 2015 budget preview, including Affordable Care Act implementation impacts, increasing retirement costs, and public defense costs.

Ms. Kirkemo and Councilmember Cooper summarized recent discussions on revenue options, including the cable TV tax recently approved by Council to fund on-going maintenance, and the status of the review of Business and Occupation (B&O) tax exemptions. The Finance Committee plans to make a recommendation on potential B&O tax changes to the full Council as part of the 2015 budget deliberations.

Assistant City Manager Jay Burney presented performance report cards for Champion Downtown and Adopt a Sustainable Budget, two of Council's 2014 goal areas.

General Government Committee

Councilmember Roe, Chair of the General Government Committee, provided a brief overview of the Committee's accomplishments year-to-date.

Public Works Deputy Director Debbie Sullivan led Council through an exercise around

Telling Our Story. Ms. Sullivan emphasized the importance of being on the same page in terms of talking points on key issues. The Council brainstormed about what was working well and what needed improvement in terms of the gaps in communicating important issues. Council related the following as working well or needing improvement:

- Building institutional memory around community issues
 - Be proactive
 - Provide education
- Focus on “What Council can do”/What are the constraints in taking action?”
- Do not just provide a technical response - let citizens know we are listening
- Tell the public why decisions are made
- Identify Council consensus early
- Use Plain Talk
- Need to help developers with required public involvement
- Legislative strategy and policy
 - Develop annual work plan
- Framing issues early
 - Who, what, where, when, why, how
- Learn from our past successes
- Weekly 1:1’s with Steve - effective at getting messages out to Council
- Develop process and messaging to deal with leadership voids
- Communicate decisions made and why - externally and internally
- Be more proactive when staff sees issues coming
 - Inform Council early
- Better communication amongst Council on hot issues
- Start Council meetings with a positive message
 - Celebrate our success
- Shift communications style
 - Less bureaucratic
 - More marketing focused
- Hold a Study Session to discuss emerging issues
- More community dialogue on issues

Ms. Sullivan stated staff would take the feedback and work on a set of communication strategies to address the gaps, working through the General Government Committee. Once completed, staff will roll it out to the full Council.

Council engaged in a brief discussion about the role of the General Government Committee in taking on topics related to economic development and how the work of the Community and Economic Revitalization Ad Hoc Committee would conclude and roll into the General Government work plan in the future. Council will have more discussions around this topic at its annual retreat in January 2015.

Land Use and Environment Committee

Councilmember Langer, Chair of the Land Use and Environment Committee, provided

a brief overview of the Committee's accomplishments year-to-date.

Mr. Stahley reviewed the work plan and accomplishments for the Downtown Project. Specifically, Mr. Stahley discussed the current status of the imposed Alcohol Impact Area and our results to-date. Based on our findings, staff is recommending petitioning the Liquor Control Board to add additional products to the list of banned beverages. Staff will bring this issue before Council at a future meeting for further discussion.

Councilmember Langer next provided Council with a set of draft performance measures for the Comprehensive Plan Action Plan. He indicated these measures were developed by staff and are to be used as a jumping off point for community discussion and outreach, and future Council discussion before they are finalized.

LOOKING FORWARD - 2015 AND BEYOND

Council finished their retreat by brainstorming thoughts and ideas around topics and ideas to focus on in 2015 and beyond. Topics included:

- City government - more relevance in community
 - Paradigm shift
- Different approach to public's business
 - Positive communication
 - Big picture focus
 - Dream big
- More focus on following Council guidelines
- Leave legacy for next Council to build on
 - Plans/actions in place
- Look at indirect charges
- Manage our stories
- Downtown Plan scoping underway
- Work with state agencies on species protection
- Bicycle boulevards
- Police/ambassador storefront downtown
- Resolve dash cam/body cam issues for police officers
- More Study Sessions
- Consider quarterly retreats
- Continue to focus on community development issues
- Complete the Comprehensive Plan and Shoreline Management Program updates
- Complete the community renewal area ordinance
- Consider hiring economic development director
- Continue criminal justice regionalization discussions
- Focus on Puget Sound health
- Recreation and tourism opportunities
- Change Council meeting time - start earlier

- More Downtown involvement
- Focus on partnerships
- Community engagement
 - Moving it forward
 - Getting different people involved
 - What do others do?

The discussion was completed.

3. ADJOURNMENT

The meeting adjourned at 1:30 p.m.



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City of Olympia

City Council

Approval of Special Council Meeting - McAllister Springs Celebration September 5, 2014 Minutes

Agenda Date: 9/23/2014
Agenda Item Number: 4.B
File Number:14-0879

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

Title

Approval of Special Council Meeting - McAllister Springs Celebration September 5, 2014 Minutes



City of Olympia

City Hall
601 4th Avenue E
Olympia, WA 98501

Meeting Minutes - Draft City Council

Information: 360.753.8447

Friday, September 5, 2014

6:00 PM

Special Council Meeting - McAllister Springs Celebration

1. ROLL CALL

Present: 7 - Mayor Stephen H. Buxbaum, Mayor Pro Tem Nathaniel Jones, Councilmember Jim Cooper, Councilmember Julie Hankins, Councilmember Steve Langer, Councilmember Jeannine Roe and Councilmember Cheryl Selby

2. SPECIAL RECOGNITION

2.A 14-0797 McAllister Springs Celebration

City of Olympia Mayor Buxbaum and Nisqually Tribal Chairman Iyall presided over the dinner meeting and celebration honoring McAllister Springs.

The recognition was received.

9. ADJOURNMENT

The meeting adjourned at 8:00 p.m.



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8447

City of Olympia

City Council

Approval of September 9, 2014 Special Study Session Meeting Minutes

Agenda Date: 9/23/2014
Agenda Item Number: 4.C
File Number:14-0914

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

Title

Approval of September 9, 2014 Special Study Session Meeting Minutes



City of Olympia

City Hall
601 4th Avenue E
Olympia, WA 98501

Meeting Minutes - Draft City Council

Information: 360.753.8447

Tuesday, September 9, 2014

5:30 PM

Room 207

Special Study Session

1. ROLL CALL

Mayor Buxbaum called the meeting to order at 5:30 p.m.

Present: 7 - Mayor Stephen H. Buxbaum, Mayor Pro Tem Nathaniel Jones, Councilmember Jim Cooper, Councilmember Julie Hankins, Councilmember Steve Langer, Councilmember Jeannine Roe and Councilmember Cheryl Selby

2. STUDY SESSION ITEM

2.A 14-0862 2015 Proposed Budget Critical Needs and Programs at Risk

City Manager Steve Hall provided an overview of the 2015 budget critical needs. He noted the budget has not yet been balanced. However, while cuts may be avoided, any enhancements or additions to the City budget are unlikely and some programs are at risk.

Administrative Services Director Jane Kirkemo provided an overview of the major cost drivers that affect the City budget in 2015 and beyond. Those include employee pension cost increases, increases for indigent defense, and costs related to the Affordable Care Act.

Mr. Hall discussed the status of City revenues and said most City revenue sources are flat or in some cases unsustainable. For example, utility taxes have been declining over the years as are taxes on cable television.

Because the City's budget costs continue to grow at the rate of four percent a year, Mr. Hall indicated a number of programs and services that would probably not see funding in 2015. Those include Artesian Commons maintenance, fire equipment replacement, hazard tree maintenance, information technology system development, jail medical costs, law enforcement records management, Olympia Center and parks security, parks maintenance, sidewalk repairs, and summer night police patrols.

Mr. Hall also previewed a number of critical needs received from City departments that are unlikely to be funded in the 2015 budget.

Finally, Mr. Hall provided an overview of programs and services at risk. These range from the City's support to special events to reduced maintenance in all areas of operations from parks to roads to buildings. He indicated the only services immune from cuts in the future would be those that are revenue supported such as utility programs, parking and recreation fee supported programs.

Councilmembers made a number of comments that included the following:

- Perhaps police and fire should be exempt from cuts.
- Revenues take a long time to develop. We should begin talking now about revenue sources that might be available two and three years from now.
- There is an education challenge among the voters understanding the complexity of the City's budget.
- There is a need for comprehensive information technology plan so we can understand what our needs are in this area.
- The City should bring in new businesses to grow the base of our local economy.
- More attention is needed to operations and maintenance indirect cost calculation to better represent the true cost of providing City services.

The work session was completed.

3. ADJOURNMENT

The meeting adjourned at 6:35 p.m.



City Hall
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Olympia, WA 98501
360-753-8447

City of Olympia

City Council

Approval of September 9, 2104 City Council Meeting Minutes

Agenda Date: 9/23/2014
Agenda Item Number: 4.D
File Number:14-0900

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

Title

Approval of September 9, 2104 City Council Meeting Minutes



City of Olympia

City Hall
601 4th Avenue E
Olympia, WA 98501

Meeting Minutes - Draft City Council

Information: 360.753.8447

Tuesday, September 9, 2014

7:00 PM

Council Chambers

1. ROLL CALL

Present: 7 - Mayor Stephen H. Buxbaum, Mayor Pro Tem Nathaniel Jones, Councilmember Jim Cooper, Councilmember Julie Hankins, Councilmember Steve Langer, Councilmember Jeannine Roe and Councilmember Cheryl Selby

1.A ANNOUNCEMENTS - None

1.B APPROVAL OF AGENDA

The agenda was unanimously approved.

2. SPECIAL RECOGNITION

2.A 14-0865 Proclamation for Suicide Prevention and Awareness Day

Councilmember Langer read the proclamation and Catholic Community Services representative Ann Varness accepted it.

The recognition was received.

2.B 14-0871 Recognition Regarding Significant Impacts for I-5 and US 101 in Olympia for the Weekends of September 12 and 19, 2014

Washington State Department of Transportation representative Claudia Bingham Baker reported on the upcoming I-5 expansion joint repair that will be occurring over the next two weekends. She advocated for motorists to avoid using I-5 during this time as much as possible.

The recognition was received.

3. PUBLIC COMMUNICATION

The Council heard comments from Craig Sheets, Jim Reeves, Meg Martin, Doug Howell, Ron Nesbitt, Jon Epstein, Rodney O'Neill, and Jeff Bert.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

Councilmembers commented about topics raised and thanked citizens for speaking.

4. CONSENT CALENDAR

- 4.A 14-0841** Approval of August 19, 2014 City Council Meeting Minutes

The minutes were adopted.

- 4.B 14-0870** Bills and Payroll Certification

Payroll check numbers 87271 through 87350 and Direct Deposit transmissions:
Total: \$2,412,438.14; Claim check numbers 3450465 through 3451170: Total:
\$3,092,728.95.

The decision was adopted.

- 4.C 14-0822** Approval to Apply for Energy Efficiency Grant from Department of
Commerce

The decision was adopted.

- 4.D 14-0863** Approval of Intergovernmental Agreement with Thurston County Fire
Protection District #8 (South Bay) for Vehicle Repair

The decision was adopted.

- 4.E 14-0864** Approval of Intergovernmental Agreement with Thurston County Fire
Protection District #13 (Griffin) for Vehicle Repair

The decision was adopted.

- 4.F 14-0872** Rescinding Award of F-Float Replacement Project Due to Failure to
Execute Contract Documents Timely and Awarding the Project to the
Second Lowest Bidder, Quigg Bros

The contract was adopted.

4. SECOND READINGS - None**4. FIRST READINGS**

- 4.G 14-0845** Amendment to Ordinance 6909 (Operating Budget)

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

- 4.H 14-0847** Amendment to Ordinance 6910 (Capital Budget)

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

- 4.I 14-0846** Amendment to Ordinance 6911 (Special Funds)

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

Approval of the Consent Agenda

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

Aye: 7 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins, Councilmember Langer, Councilmember Roe and Councilmember Selby

5. PUBLIC HEARING - None

6. OTHER BUSINESS

6.A 14-0859 Artesian Commons Status Report

Parks, Arts & Recreation Director Paul Simmons gave a brief presentation about the Artesian Commons Park. He highlighted the recommendation is for Council approval to add a basketball hoop, fencing and gates, postpone the stage, ban smoking, and add a PBIA funded mural on the west wall.

Councilmember Langer asked that the fencing and gate design go to the Land Use and Environment Committee prior to installation. Staff agreed.

Interim City Attorney Darren Nienabler noted an action to ban smoking would require an ordinance that would come back to the Council in the future.

Councilmember Roe moved, seconded by Councilmember Hankins, to approve the five recommended changes and \$25,000 in funding for a basketball hoop and fencing at Artesian Commons Park. The motion carried by the following vote:

Aye: 7 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins, Councilmember Langer, Councilmember Roe and Councilmember Selby

6.B 14-0861 Amending Alcohol Impact Area Banned Product List

Downtown Liaison Brian Wilson provided a brief report on a recent alcohol container litter survey and proposed petitioning the Liquor Control Board to increase the banned beverage list.

Councilmember Cooper moved, seconded by Councilmember Selby, to authorize the City Manager or designee to petition the Washington State Liquor Control board for an expanded banned product list. The motion carried by the following vote:

Aye: 7 - Mayor Buxbaum, Mayor Pro Tem Jones, Councilmember Cooper, Councilmember Hankins, Councilmember Langer, Councilmember Roe and Councilmember Selby

6.C 14-0848 Status Report and Discussion of Next Steps for Comprehensive Plan Update

Community Planning & Development Deputy Director Leonard Bauer reviewed the proposed schedule for clarification and discussion of Comprehensive Plan elements as outlined in the staff report. The Council agreed to the schedule.

Council discussion:

Sea Level Rise

- Tell our story regarding sea level rise
- Additional emphasis that we're dealing with incomplete information
- Continue to be adaptive
- Regional issue
- State and federal government need to be partners
- Emphasize Olympia is well prepared to respond to various sea level rise issues
- Remove "nimble" from how the City will respond
- Reference in the text where additional information is available

Wildlife Habit and Critical Areas Ordinance

- Adding locally important species is a good way to plan for dealing with development issues

Staff clarified the solar panels discussion will be part of the October 7 Study Session.

The discussion was completed.

7. CONTINUED PUBLIC COMMUNICATION

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on committee meetings and events they attended.

Councilmember Cooper requested two referrals:

1. Refer to Mayor Agenda Setting to schedule a date to hear from the public and consider a resolution in support of Initiative 594 regarding expanding criminal background checks for private firearm sales.
2. Refer to General Government Committee to review whether a smoking ban on all city property is appropriate.

The Council agreed to both referrals.

Mayor Buxbaum reported drafting a letter to Puget Sound Energy in support of transitioning from coal to cleaner energy alternatives. He agreed to make edits as suggested by the Council and will bring it back as a Consent item September 23 for Council action. Councilmembers agreed to also sign the letter.

Mayor Buxbaum distributed a copy of a Proposed Opinion Editorial and noted other Washington cities have or are in the process of adopting it. He suggested adding it as a separate item on the September 23 Consent Calendar for Council consideration. The Council agreed.

8.B CITY MANAGER'S REPORT AND REFERRALS

Mr. Hall reported he sent staff research to the Council regarding neonicotinoids and suggested the following actions:

1. Send a letter to Thurston County Commissioners
2. Add neonicotinoids to the City's legislative agenda with the State Legislature
3. Look for opportunities for public education in City publications

The Council agreed to the proposed actions.

Mr. Hall discussed the *Greening Capital Cities* grant received from the Environmental Protection Agency (EPA), which will be used to find a better way to creatively design Capitol Way improvements. He invited the Council and community to a public forum on Monday, September 29 at 6:30 p.m. at the Olympia Center.

Mr. Hall reported on a recent bicycle sting conducted by the Police Department.

9. ADJOURNMENT

The meeting adjourned at 10:25 p.m.



City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8447

City of Olympia

City Council

Bills and Payroll Certification

Agenda Date: 9/23/2014
Agenda Item Number: 4.E
File Number: 14-0922

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

Title

Bills and Payroll Certification

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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

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

FOR PERIOD	<u>8/31/2014</u>	THROUGH	<u>9/6/2014</u>
FOR A/P CHECK NUMBERS	<u>3451171</u>	THROUGH	<u>3451380</u>
FOR ELECTRONIC PAYMENTS	<u>8/31/2014</u>	THROUGH	<u>9/6/2014</u>

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

September 9, 2014

Jane Kirkemo

TOTAL APPROVED FOR PAYMENT
FUND

\$587,717.25	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$736.14	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$0.00	025	WASHINGTON CENTER
\$15,411.89	026	MUNICIPAL ARTS FUND
\$1,605.29	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$6,948.01	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$1,569.33	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$22,303.82	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$20,306.21	401	WATER
\$1,866.25	402	SEWER
\$246.61	403	SOLID WASTE
\$725.01	404	STORM AND SURFACE WATER
\$20.44	434	STORM AND SURFACE WATER CIP
\$1,214.94	461	WATER CIP FUND
\$0.00	462	SEWER CIP FUND
\$174.17	501	EQUIPMENT RENTAL
\$29,061.72	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$22.00	505	WORKERS COMPENSATION
\$5,188.02	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS

\$695,117.10 GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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

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

FOR PERIOD	<u>9/7/2014</u>	THROUGH	<u>9/13/2014</u>
FOR A/P CHECK NUMBERS	<u>3451381</u>	THROUGH	<u>3451621</u>
FOR ELECTRONIC PAYMENTS	<u>8/1/2014</u>	THROUGH	<u>8/31/2014</u>

INCLUSIVE IN THE AMOUNT TOTALING

DATED	<u>September 16, 2014</u>	ADMINISTRATIVE SERVICES DIRECTOR	<u>Janeurkeme</u>
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TOTAL APPROVED FOR PAYMENT
FUND

\$269,248.57	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$5,075.51	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$21,838.52	025	WASHINGTON CENTER
\$553.91	026	MUNICIPAL ARTS FUND
\$6,960.93	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$51.68	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '08-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$682,785.45	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$7,476.42	331	FIRE EQUIPMENT REPLACEMENT FUND
\$86,562.14	401	WATER
\$991,551.80	402	SEWER
\$82,539.19	403	SOLID WASTE
\$12,908.55	404	STORM AND SURFACE WATER
\$0.00	434	STORM AND SURFACE WATER CIP
\$6,319.95	461	WATER CIP FUND
\$0.00	462	SEWER CIP FUND
\$79,175.03	501	EQUIPMENT RENTAL
\$25,165.34	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$5,209.34	504	INS TRUST FUND
\$11,582.75	505	WORKERS COMPENSATION
-\$655.52	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS

\$2,294,349.56 GRAND TOTAL FOR WEEK

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **9/15/2014** have been examined and are approved as recommended for payment.

Employees Net Pay: **\$ 1,235,729.04**

Employer Share of Benefits: **\$ 646,164.13**

**Employer Share of LEOFF I
Police Post-Retirement Benefits:**

**Employer Share of LEOFF I
Fire Post-Retirement Benefits:**

TOTAL **\$ 1,881,893.17**

Paid by:

Payroll Check Numbers	<u>87351</u>	<u>87351</u>	Manual Checks
And	<u> </u>	<u> </u>	Fire Pension Checks
And	<u> </u>	<u> </u>	Manual Checks
And	<u>87352</u>	<u>87373</u>	Semi Payroll Checks

and Direct Deposit transmission.

Sept. 17, 2014
DATE

Jane Hukemo
ADMINISTRATIVE SERVICES DIRECTOR



City of Olympia

City Council

Approval of Letter to Puget Sound Energy Encouraging the Retirement of Coal as a Source of Power and Support for the Pursuit of Cleaner Alternative Energy Sources

Agenda Date: 9/23/2014
Agenda Item Number: 4.F
File Number: 14-0894

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

Title

Approval of Letter to Puget Sound Energy Encouraging the Retirement of Coal as a Source of Power and Support for the Pursuit of Cleaner Alternative Energy Sources

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve and have the Mayor sign and mail the letter to Puget Sound Energy's President, Kimberly Harris.

Report

Issue:

Shall the Council approve and have the Mayor sign a letter to Puget Sound Energy encouraging the retirement of coal as a source of electrical power?

Staff Contact:

Steve Hall, City Manager, Executive Department, 360.753.8447

Presenter(s):

None. Consent Calendar item.

Background and Analysis:

At the September 9 Council meeting, Mayor Buxbaum reported his intent to support the City of Bellingham and other cities who have or are in the process of writing letters to Puget Sound Energy urging the retirement of coal sourced power and increased investment in cleaner, more sustainable energy sources. Councilmembers suggested edits to the letter that would have it be an expression of the opinion of the full Council and indicated their support for its content.

Mayor Buxbaum agreed to revise the letter and bring it back for Council consideration as a consent agenda item. The letter is attached and ready for the Mayor's signature. It has been reviewed by

Councilmembers Cooper and Langer.



September 23, 2014

Kimberly Harris, President
Puget Sound Energy
10885 NE 4th Street
Bellevue, WA 98004

Dear Ms. Harris:

The Olympia City Council is grateful for PSE's support of energy conservation and clean, renewable energy technology. All of the efforts PSE is making towards cleaner energy production should be commended and acknowledged, including your commitment to help in the transition to phase out the use of coal generated electricity from the Trans Alta power facility over the next eleven years.

We recognize that a transition from coal to cleaner fuels is complicated and challenging. Nonetheless, we also strongly believe that given the gravity of climate change and its consequences that we all must do more than we are currently doing. That is why we are writing to you with the specific request that PSE identify what will be needed in order to completely retire coal as a source of power.

We understand that it is not reasonable to expect a quick retirement from coal resources. We do nonetheless believe that it is unconscionable to not be asking for clarity as to what obstacles remain in the way of complete retirement. We are heartened by the Washington State Utilities and Transportation Commission's recent suggestion that PSE give further consideration and analysis to the cost of continuing to use coal generated power from Colstrip, Montana. We are also very grateful for the leadership that Governor Inslee has shown in launching his Climate Action Plan in his recent Executive Order in which he identifies transitioning away from coal power as a top priority. We strongly support the Governor's efforts to address climate change and are pleased that you are participating in his Carbon Emissions Reduction Taskforce (CERT) to help further alternatives to carbon polluting power sources.

The Olympia City Council is convinced that unless we take aggressive steps now to clarify what is preventing us from transitioning to cleaner alternatives we will fail to act fast enough to meet the challenges of climate change. That is why we request that you provide clarity about what needs to be done in order to stop sourcing electricity from coal.

Thank you for your consideration.

Sincerely,

Stephen H. Buxbaum
Mayor

cc: Keith Phillips, Special Assistant on Climate and Energy, Office of the Governor
David Danner, Chair, Washington State Utilities and Transportation Commission
Bryan McConaughy, Senior Local Government Affairs Representative
Olympia City Councilmembers



City of Olympia

City Council

Approval of Proposed Opinion Editorial to Urge Puget Sound Energy to Re-Think its Investment in Coal Generated Power

Agenda Date: 9/23/2014
Agenda Item Number: 4.G
File Number:14-0897

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

Title

Approval of Proposed Opinion Editorial to Urge Puget Sound Energy to Re-Think its Investment in Coal Generated Power

Recommended Action

Committee Recommendation:

Not referred to a Committee.

City Manager Recommendation:

Move to approve the opinion editorial urging Puget Sound Energy to continue leading the way on clean energy and climate change mitigation by re-thinking its current reliance on coal power.

Report

Issue:

Shall Olympia join Bellingham, Mercer Island and other Washington cities in urging Puget Sound Energy to reexamine its future commitment to coal generated power in an Op Ed written for publication in the Seattle Times?

Staff Contact:

Steve Hall, City Manager, Executive Department, 360.753.8447

Presenter(s):

None. Consent Calendar item.

Background and Analysis:

At the September 9, 2014 Council meeting, Sierra Club representative Doug Howell asked the Council to consider joining the proposed opinion editorial as a step toward supporting efforts to strongly encourage Puget Sound Energy to move away from coal power.

Following Council consensus, Mayor Buxbaum agreed to add the topic to the September 23 Consent Agenda for potential action. The Op Ed that has been approved by the cities of Bainbridge Island, Mercer Island and Bellingham is attached for final review and approval and will be sent to the Seattle Times as soon as possible after the Olympia City Council's approval.

PROPOSED Op Ed

Rethinking Coal Power

If your electricity comes from PSE, it may surprise you to learn that one-third of your supply comes from coal power. And most of that coal power is generated by a single outdated, out-of-state coal plant in Colstrip, Montana. The Colstrip plant is one of our region's largest greenhouse gas polluters and its leaking toxic ash ponds (a byproduct of coal burning) threaten the health of our Montana neighbors.

What does that mean for you? It means your cell phone, laptop, television and refrigerator are powered with highly polluting coal. If you drive an electric vehicle, it means coal is powering part of your investment: your carbon footprint is higher than you think. And it means that our green Northwest is contributing much more to climate change than we think.

The time's ripe for a change. The EPA recently released its clean power proposal, which would address carbon pollution from coal power plants across the nation such as Colstrip. Washington state is also at an energy crossroads: this spring, Governor Inslee unveiled a climate action plan for our state, and transitioning away from coal power is a top priority. In his executive order, the governor specifically identifies out-of-state coal power as an area that needs immediate attention, and he's invited PSE to serve on the state's Carbon Emissions Reduction Taskforce.

Western Washington cities are fortunate to have PSE as a trusted partner and utility provider. An accomplished nationwide leader in wind energy, PSE has earned our respect for its support of energy conservation and clean, renewable energy technology. In this spirit of appreciation, we write now to encourage PSE to take the natural next step towards a better energy future for our communities. As they have in the past, PSE can continue leading the way on clean energy and climate change mitigation by re-thinking its current reliance on coal power.

Economic conditions necessitate a quick move. The national and state-level efforts to curb carbon pollution mean that coal plants are becoming increasingly expensive to maintain and operate, to say nothing of repairing Colstrip's dirty, dangerous and outdated system. In fact, the Washington State Utilities and Transportation Commission has questioned PSE's continued investments in Colstrip. The commissioners have recommended that PSE begin a special process to reexamine its future commitment to coal power.

We urge PSE to take action and start planning today for a post-coal future. In doing so, PSE can capitalize on opportunities for continued innovation in state-generated clean power. Renewable energy is an expanding field, creating Northwest jobs for the 21st century. Already, the state Department of Ecology has documented more than 47,000 jobs in Washington's green energy sector. Thousands more career wage family jobs will come from the transition away from dirty coal to clean solar, wind, and energy efficiency. Our future lies in this direction.

The bottom line is that we don't need coal. The potential is there for Washington to meet its energy needs with efficiency programs, wind, solar and other technologies. We just need to rise to the occasion.

As public officials, we not only have accountability to our communities today, but also to our children's children who will inherit this world tomorrow. Our families need clean air, clean water and a stable climate. We cannot sacrifice these basic human rights to keep a dying industry on

life support.

As we see it, moving away from coal and investing in better energy alternatives will in the long run create new jobs, promote innovation, reduce electricity bills and protect the health of our families. PSE is a forward-thinking company, and we ask that it continue along this path. We respectfully urge PSE to re-think its investment in coal. A coal-free PSE would be better for the people of Bellingham, Olympia and Mercer Island, and for the rest of our communities.



City of Olympia

City Council

Approval of Interagency Agreement between the Washington Department of Ecology and the City of Olympia for Washington Conservation Corp (WCC) Services

Agenda Date: 9/23/2014
Agenda Item Number: 4.H
File Number: 14-0896

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

Title

Approval of Interagency Agreement between the Washington Department of Ecology and the City of Olympia for Washington Conservation Corp (WCC) Services

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve and authorized the Mayor to sign the Interagency Agreement.

Report

Issue:

Whether to enter into an interagency agreement that allows the City to sponsor a WCC, six-person work crew, and a WCC individual corps member to support the Storm and Surface Water Utility's habitat and stewardship strategy.

Staff Contact:

Joe Roush, Planning & Implementation Supervisor, 360.753.8563
Andy Haub, Water Resources Director, 360.753.8475

Presenter(s):

None. Consent Calendar item.

Background and Analysis:

The proposed agreement allows the City to sponsor a six-person, WCC work crew and individual corps member to support field implementation of the Storm and Surface Water Utility's habitat and stewardship strategy. Staff presented the strategy to Council at the May 13, 2014 study session. The strategy calls for staff and regional partners to identify, protect, and restore critical habitat throughout the City.

The WCC crew will perform vegetation restoration work primarily on City-owned property in support

of the strategy's objectives. The individual corps member will work directly with City staff to coordinate public outreach, volunteer recruitment, and related activities for implementation on both public and private properties.

This is a great opportunity for the City to partner with Ecology. Ecology provides all the administrative support for the WCC, including crew recruitment and supervision, while the City provides operational support (i.e., office space and a secure facility for their equipment). The City will receive a six person, fully equipped crew (including a supervisor) for 41 weeks at a cost of \$160,000. If approved, work will begin this Fall.

Neighborhood/Community Interests (if known):

The habitat and stewardship strategy supports community and neighborhood environmental protection interests. One of the first phases of this project will be to solicit and engage the neighborhoods and their leadership in further refining habitat enhancement priorities.

Options:

1. Move to approve and authorize the Mayor to sign the agreement. This will result in a contractual commitment of \$160,000 and allow staff to proceed with the implementation of the Habitat and Stewardship Strategy.
2. Decline to participate in the Washington WCC program and investigate other opportunities to implement the Habitat and Stewardship Strategy. This will delay implementing the Habitat and Stewardship Strategy and require staff to research other options on how to staff the program.

Financial Impact:

The agreement will dedicate WCC staff to the City for one year at a cost of \$160,000. Funds have been allocated through the Storm and Surface Water Utility's capital program (434-9017, Aquatic Habitat Improvements). The City Utility Advisory Committee supports the proposed allocation of resources. The scheduling and funding of other capital projects will not be affected by the proposed agreement.

Attachments:

Interlocal Agreement with Washington Department of Ecology



IAA NO. WCC-14-34-003

INTERAGENCY AGREEMENT (IAA)

BETWEEN

The State of Washington, Department of ECOLOGY

AND

City of Olympia

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as ECOLOGY and City of Olympia hereinafter referred to as the SPONSOR.

IT IS THE PURPOSE OF THIS AGREEMENT to provide Washington Conservation Corps (WCC) members to complete natural resource projects in Thurston County, pursuant to Chapter 43.220 of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Both parties agree to do all things necessary for or incidental to the performance of the work set forth in Attachment "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 10/6/2014 and be completed on 9/20/2015, unless terminated sooner as provided herein. The WCC Crew and/or WCC Individual Placement corpsmember specified in this agreement will be available to SPONSOR on the dates set forth on the calendar in Attachment "B" attached hereto and incorporated herein.

COMPENSATION

The parties have determined that the cost of accomplishing the work herein will not exceed \$160,000. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following established rates:

	Provided by ECOLOGY	Reimbursed to ECOLOGY by SPONSOR
Line 1:	Cost-Share Crew (41 weeks)	\$140,000
Line 2:	Cost-Share IP (41 weeks)	\$20,000
Line 3:		
Line 4:		
	Total SPONSOR COST	\$160,000
		Above cost Not to be Exceeded

The costs reimbursed to ECOLOGY by SPONSOR are a cost-share rate. ECOLOGY will provide the remainder of the funding for the projected total costs of \$195,000 dollars annually per WCC Crew consisting of 5 WCC Members and 1 WCC Supervisor and/or \$22,500 dollars annually per WCC Individual Placement.

FUNDING AVAILABILITY

The obligation of the SPONSOR to provide reimbursements beyond the end fiscal year 2014 is contingent upon appropriation of funds by the SPONSOR's governing body for the specific purpose of funding the project, which is the subject of this Agreement. Upon the failure of such appropriation, the SPONSOR may terminate this Agreement.

ECOLOGY's ability to provide cost-share 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 completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and 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 restrictions.

BILLING PROCEDURE

ECOLOGY shall submit invoices with a state invoice voucher (A19-1A) monthly to the SPONSOR's designated contact person listed under the "Contract Management" section. Payment to ECOLOGY for approved and completed work will be made by warrant or account transfer by SPONSOR within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

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

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. 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.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes, regulations, and rules.
2. Mutually agreed written amendments to this Agreement
3. This Agreement
4. Statement of Work and Budget.
5. Any other provisions of this Agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

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

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract/Program Manager for ECOLOGY is:

Bridget Mason
PO Box 47600
Olympia, WA 98504
360-407-6516
bridget.mason@ecy.wa.gov

The Contract/Program Manager for SPONSOR is:

Joe Roush
601 4th Avenue SE
Olympia WA 98501
360-753-8152
lhoenig@ci.olympia.wa.us

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of ECOLOGY

SPONSOR
City of Olympia

Signature

Date

Signature

Date

Polly Zehm, Ecology Deputy Director

Printed Name, Title

Mayor Buxbaum

APPROVED AS TO FORM:



Assistant City Attorney

STATEMENT OF WORK
ATTACHMENT A

Work summary:

Restoration Activities: Under direction of Sponsor organization, crew(s) will perform restoration, in-stream, and habitat maintenance projects. Specific tasks include invasive control, native species installation, and fence work.

Individual Placement (IP): Under the direction of Sponsor Organization staff, WCC IP(s) will perform various conservation, outreach, project management and research projects. Administrative tasks, if required, will be limited (less than 10 percent).

ECOLOGY shall:

1. Provide WCC members for the number of weeks specified in this agreement. Full-time crews and Individual Placements are available to SPONSOR for a maximum of 41 weeks during the Federal AmeriCorps program service year, within which members will be allowed to work up to 1,880 hours total hours (includes training, meetings, spikes, and other professional development).
2. Hire members to begin work no sooner than October 6, 2014 and no later than October 30, 2014 to attain a full AmeriCorps scholarship. Member vacancies may be filled with a 900 hour, half-term AmeriCorps Education Award beginning April 1, 2014. Any further member hiring for the remainder of the program year is at the discretion of ECOLOGY and based on availability.
3. In the event of a disaster response deployment, the WCC Program will make every effort to fulfill sponsor program needs, including sending additional members, whenever possible. Invoices will include all activities during the program year including training, community service events, and other activities required by WCC, excluding Emergency Response, if needed.
4. Provide training and development specified in Attachment "B": eight (8) days of formal WCC member training, a four (4) day Orientation Training, and one (1) day dedicated to MLK Community Service. An eight-day spike will be scheduled on dates to be determined in coordination with the SPONSOR. These dates, along with up to three (3) additional days reserved for meetings, trainings or other events, are dates in which WCC members and supervisors are logging hours, but are unavailable to sponsor to perform project work.
5. Provide a 4-day Assistant Supervisor training to the designated Assistant Supervisor.
6. For crew (s), ECOLOGY agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools.
7. Cost-share rates are not based on actual attendance, however, invoices will be reduced for member or supervisor vacancies lasting 20 days or more.

SPONSOR shall:

1. Obtain applicable permits as set by local, state, tribal or federal laws and regulations.
2. Provide site orientation for WCC members, specific on-the job task training, and any materials beyond basic hand tools to complete tasks assigned under this Agreement.
3. Help to promote the AmeriCorps and WCC brand name, logo, slogans and phrases. The WCC will provide camera-ready logo upon request. AmeriCorps is a registered service mark of the Corporation for National and Community Service.
4. For a SPONSOR hosting Individual Placement positions, SPONSOR agrees to provide a work station, email, transportation to and from WCC events (or private mileage reimbursement for personal vehicle use), and day-to-day direction of work activities.
5. For a SPONSOR hosting WCC Crew(s), SPONSOR agrees to provide a secure site to store tools and park crew vehicles as well as desk and internet access for the crew supervisor. Vehicle is not to be used for heavy hauling. The primary use of the crew vehicle is for transportation of crew, tools, and safety equipment.

Special Terms and Conditions:

- A. The assignment of corpsmembers shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of nonovertime work, wages, or other employment benefits. Agencies that participate in the program may not terminate, lay-off, or reduce the working hours of any employee for the purpose of using a corpsmember with available funds. In circumstances where substantial efficiencies or a public purpose may result, participating agencies may use corpsmembers to carry out essential agency work or contractual functions without displacing current employees.
- B. All state holidays and 3 planning days are non-working days for members. Planning days are to be used by WCC staff/supervisors for planning purposes.
- C. The WCC standard 40-hour workweek is Monday through Thursday from 7:00am to 5:30pm. An alternate work schedule may be arranged with prior approval from the WCC.

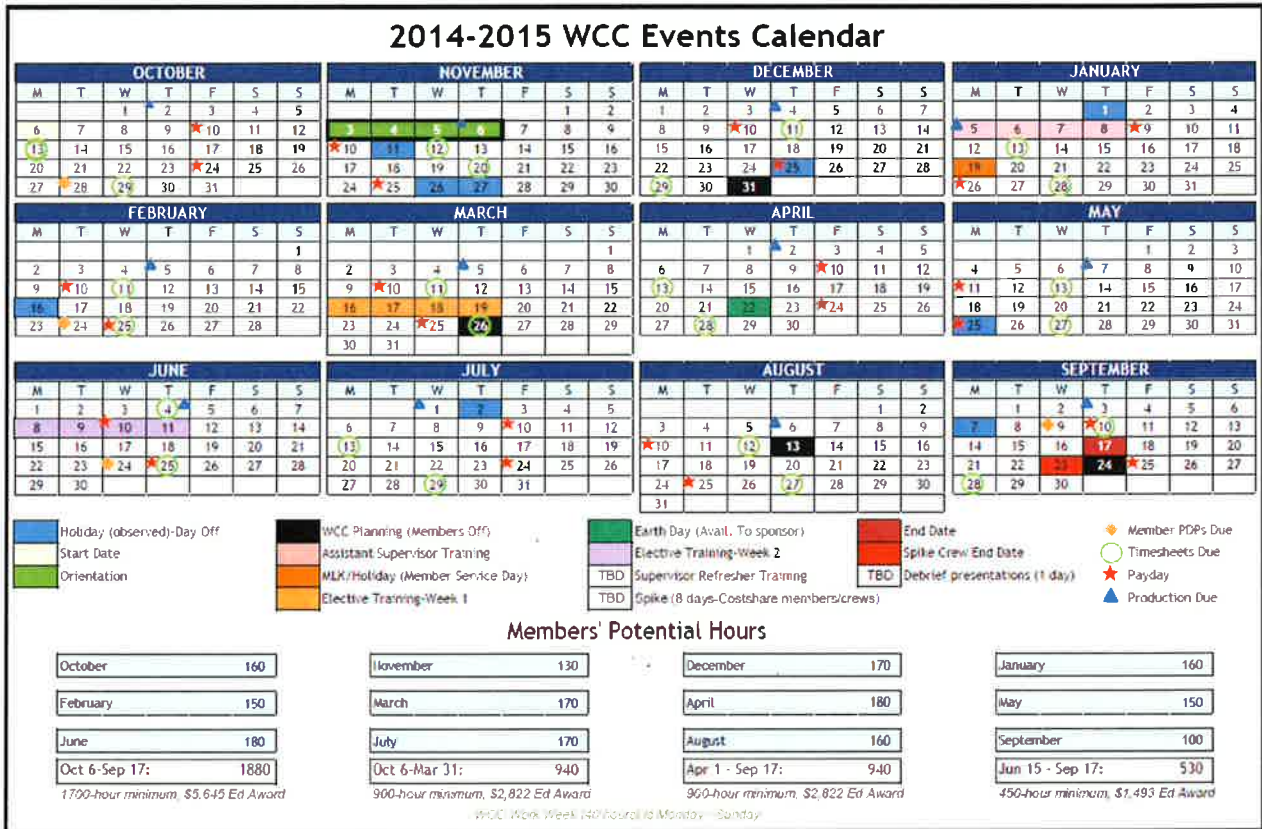
Prohibited Activities:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- A. Attempting to influence legislation;
- B. Organizing or engaging in protests, petitions, boycotts, or strikes;
- C. Assisting, promoting, or deterring union organizing;
- D. Impairing existing contracts for services or collective bargaining agreements;
- E. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- G. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- H. Providing a direct benefit to—
 - I. A business organized for profit;
 - II. A labor union;
 - III. A partisan political organization;
 - IV. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - VI. An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;
- I. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- J. Providing abortion services or referrals for receipt of such services; and
- K. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

WCC CALENDAR
ATTACHMENT B



The specified end date shown (09/17/2015) may be extended to 09/20/2015 if the mutually agreed upon work schedule extends through Sunday.



City of Olympia

City Council

Approval of Intergovernmental Agreement for Joint Animal Services Operations

Agenda Date: 9/23/2014
Agenda Item Number: 4.1
File Number: 14-0903

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

Title

Approval of Intergovernmental Agreement for Joint Animal Services Operations

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve and authorize the Mayor to sign the Intergovernmental Agreement for Joint Animal Services Operations.

Report

Issue:

Whether to approve an Intergovernmental Agreement for Joint Animal Services Operations.

Staff Contact:

Darren Nienaber, Interim City Attorney, 360-753-8044

Presenter(s):

None, consent calendar item

Background and Analysis:

In 1992, the Cities of Olympia, Lacey and Tumwater, along with Thurston County, entered into an Intergovernmental Agreement for Joint Animal Services Operations. This Agreement created JASCOM, the Joint Animal Services Commission, and designated the City of Lacey as the agency with authority and responsibility for providing administrative services related to the operation of the animal shelter and animal protection and control services. This Agreement was then amended in 1997, when a new building was purchased for the animal shelter. New interlocals, in substantially the same form, were subsequently entered in 2000 and, most recently, in December of 2002. The only significant substantive changes in those agreements pertained to changes in the way costs were allocated among the jurisdictions.

The most recent 2002 interlocal and a separately adopted addendum contain incorrect cross-references to prior documents. Adopting an all new interlocal would bring clarity to the confusion

caused by the 2002 interlocal and addendum. The only substantive change is a clarification that Lacey can hire the Hearings Examiner.

Neighborhood/Community Interests (if known):

None, as this is an administrative amendment.

Options:

1. Approve and authorize the Mayor to sign the Intergovernmental Agreement for Joint Animal Services Operations.
2. Do not Approve the Intergovernmental Agreement for Joint Animal Services Operations.

Financial Impact:

None known.

**INTERGOVERNMENTAL AGREEMENT
FOR
JOINT ANIMAL SERVICES OPERATIONS**

THIS AGREEMENT is made and executed on the date of the last authorizing signature thereto, by and between the City of Lacey, Washington; the City of Olympia, Washington; the City of Tumwater, Washington; and Thurston County, Washington; all of which are organized under the laws of the State of Washington, witnesseth:

WHEREAS, the parties hereto have determined that it would be to the benefit of the citizens within their respective jurisdictions to continue the joint operation of an animal shelter and the conduct of animal protection and control activities pursuant to a new Agreement; and

WHEREAS, the Interlocal Cooperation Act contained in RCW 39.34 authorizes local governments such as the parties to this Agreement to contract for the joint conduct of activities which each of the parties is authorized to perform,

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. Purpose of Agreement.

The purposes of this Agreement are:

- a. To formalize a process whereby animal protection and control activities can be provided for the parties.
- b. To establish the mechanism whereby joint operation of animal shelter facilities can proceed in a cost effective manner.
- c. To establish a policy making body called a Joint Animal Services Commission (hereinafter "Commission").

2. Basic Services.

Services to be provided include, but are not limited to, the following:

- a. Operation and maintenance of animal shelter and impound facilities for all dogs, cats, and other pet animals as defined in RCW 16.70.020 and other animals that require humane care. The service will be for animals brought to the shelter by their owners or caretakers for disposal as well as for animal protection and control actions authorized or ordered by the parties to this Agreement.

- b. Service rendered to the extent contracted for by the individual parties to this Agreement, including:
 - (1) Humane enforcement of animal control laws;
 - (2) Licensing of animals;
 - (3) Securing aid for injured animals;
 - (4) An adoption program for homeless animals;
 - (5) Spay/neuter of animals to be adopted; and
 - (6) Public education in the areas of responsible pet ownership and the interaction between humans and other animals.

3. Joint Animal Services Commission.

- a. This Agreement establishes a policy-making body to be known as the Joint Animal Services Commission (JASCOM) which shall consist of the following members:
 - (1) One member of the Board of County Commissioners of Thurston County or designated alternate;
 - (2) One elected official of each of the cities of Olympia, Lacey, and Tumwater or designated alternate;
 - (3) One member who is a licensed veterinarian residing or practicing veterinary medicine within Thurston County. Such member shall be appointed by the other members of the Commission; and
 - (4) One member selected by the Thurston County Human Society from the membership of its Board.
- b. Voting. Each member on the Commission shall have one vote and a voice in all Commission business except budget matters. Only the representatives of parties to this Agreement shall vote on budget matters.
- c. Officers. Commission members shall select the chair and such other officers as deemed necessary for the efficient conduct of business.
- d. Meetings. The Commission shall be responsible to fix a time and place for its meetings.

- e. Rules and Procedures. The Commission shall adopt the rules and procedures it deems required for the proper and efficient conduct of its business.
- f. Powers and Duties. The Commission shall have the following powers and duties:
 - (1) Set policy for the management and operation of the animal shelter and animal protection and control activities.
 - (2) Submit budget recommendations to the participating jurisdictions for action.
 - (3) If a participating jurisdiction is unable to pay its full share of the budget, the Commission will consider the following:
 - (a) The field services provided to that jurisdiction shall be reduced for such jurisdiction to a level commensurate with its payments, or
 - (b) The assessment for each participating member shall be proportionately reduced, or
 - (c) The remaining jurisdictions may choose to pay proportionately more than their share to assure that all programs will be funded.
 - (d) The Commission shall recommend to the jurisdictions which option shall be followed.
 - (e) In any case, the proportionate share of the budget for shelter services as set forth in Section 5b(1)(b) shall be paid by each member.
 - (4) Ensure that the budget appropriation approved by each jurisdiction is submitted to the City of Lacey for inclusion in that City's annual budget.
 - (5) Set fees and charges for services related to the animal shelter and animal protection and control activities.
 - (6) Consult with and advise the City of Lacey in the City's appointment, management review, discipline and termination of the Director.

4. Administrative Services.

The City of Lacey is hereby designated as the agency with authority and responsibility for providing any and all administrative services required, that are related to the operation of the animal shelter and the provision of animal protection and control services. The administrative services to be performed by the City of Lacey include but are not limited to the following:

- a. Act as custodian of the Joint Animal Services Fund created by this Agreement.
- b. Incorporate in its annual budget the budget for the Joint Animal Services Fund as approved by the parties to this Agreement.
- c. Maintain accounting for all activities of the animal shelter and animal control services in accordance with the requirements of the Washington State Auditor.
- d. Provide general and automobile liability insurance covering the operation of the animal shelter and the conduct of all animal protection and control activities. Such insurance shall, at a minimum, be for one million dollars (\$1,000,000.00) per incident. The City of Lacey shall further indemnify and hold harmless the other parties and defend any claims for personal injury or property damage arising out of the City of Lacey's management of the animal shelter and conduct of animal protection and control activities. However, the City of Lacey shall not indemnify, hold harmless, or defend against any claims arising out of the negligence of another party to this Agreement or out of activities solely within such party's control. The City of Lacey may fulfill its obligation to insure by participating in the Washington Cities Insurance Association.
- e. Be responsible for recruitment, hiring, evaluation, setting of salary, discipline and termination of the Director. The City of Lacey shall consider the advice of the Commission in performing this responsibility.
- f. In consultation with the Director, recruit, hire, discipline and terminate Animal Services employees.
- g. Provide direction to and monitor performance of the Director to assure compliance with policies of the Commission and the City of Lacey.
- h. Maintain the Director and other Animal Services employees as employees of the City of Lacey.
- i. Be responsible for administration of all appeals of potentially dangerous and/or dangerous dog declarations, including the hiring, supervising,

scheduling and setting of compensation for the animal services hearing examiner.

5. Finance.

In order to provide funds for the acquisition of the joint facilities and the operation and maintenance of such facilities and the providing of animal protection and control services within the boundaries of governmental jurisdictions which are parties to this Agreement, it is agreed as follows:

- a. There shall be maintained a special fund of the City of Lacey, known as the Joint Animal Services Fund, into which revenues received from the parties to this Agreement shall be deposited. This fund shall be part of the City of Lacey annual budget and administered in accordance with City budget regulation and guidelines. Expenditures from the fund shall be made only for animal shelter and animal protection and control activities, including the actual administrative costs and overhead of the City incurred pursuant to its obligations and set forth herein.
- b. Each of the parties to this Agreement shall pay into the Joint Animal Services Fund for animal shelter and animal protection and control activities as follows:
 - (1) Each party will pay an assessment to cover the costs of the animal shelter and animal protection and control activities based upon the following criteria:
 - (a) Animal protection and control activities (field services) shall be funded as follows:
 - (i) Thurston County shall pay for the actual cost of field services based upon the number of field services personnel, equipment, materials, and supplies allocated to Thurston County's field service needs as agreed to by Thurston County and JASCOM.
 - (ii) Lacey, Olympia and Tumwater shall be responsible for the remainder of the field services program costs, calculated after Thurston County's field service expense is deducted from the total field services program. The expense shall be distributed among the three jurisdictions on a per capita basis.
 - (b) The cost of general services, loan repayment (debt retirement), shelter activities, and the licensing program shall be borne by the parties on a per capita basis.

- (c) Per capita calculations shall be determined by using the most current population records published by the Washington State Office of Financial Management.
 - (d) Units of special services for pet shop inspection and enforcement will be charged to the jurisdiction in which service is provided.
- (2) Each party shall receive credit for revenue received from the sale of licenses, redemption of animals and adoption of animals. This credit shall be reflected when calculating annual assessments for service.
 - (3) In the event that more revenue is received during a fiscal period than was planned to be available, the additional amount shall be deposited into the Joint Animal Services Fund. Such revenue may form the basis for a budget amendment upon recommendation of the Commission. Funds remaining at the end of a fiscal year shall be budgeted for the ensuing fiscal year as cash carry forward. The availability of such cash carry forward for budgeting shall be reflected in the charges assessed for shelter operation, subject to the establishment of a reasonable budgeted contingency fund by action of the Commission and the City of Lacey.
 - (4) Each party shall pay one-twelfth of the annual assessment to the City of Lacey for deposit into the Joint Animal Services Fund within 30 days of receiving a request for payment from the Lacey Finance Department.

6. Access to records.

Duly authorized representatives of the parties to this Agreement shall have the right to inspect the records of the Joint Animal Services Commission and the books of accounts and records relating to animal protection and control and the Joint Animal Services Fund of the City of Lacey at any reasonable time.

7. Joint Use of Property.

- a. All property and/or equipment presently owned and all property and/or equipment hereinafter acquired with the approval of the Joint Animal Services Commission to be used for animal shelter or control purposes, shall be considered joint facilities, the title to which shall be held by the City of Lacey for the benefit of and on behalf of all parties to this Agreement.

- b. Upon termination of this Agreement by all parties, each party may recover the portion of the existing joint facilities in an amount which represents its contribution to the purchase of property and/or equipment used for the purposes for which this Agreement is promulgated.
- c. Nothing in this Agreement shall modify the obligation and covenant of each of the parties to repay the loan secured for the purchase, remodeling, and development of the animal shelter facilities located at 3120 Martin Way, Olympia, Washington, in accordance with the payment formula set forth in Paragraph 5b(1)(b) of this Agreement, all as set forth in Section 1 of Addendum to and Amendment of Intergovernmental Agreement for Joint Animal Services Operations dated October 2, 1997 and amended December 19, 2002. The covenant and agreement set forth in such section shall continue in effect notwithstanding the replacement of the Intergovernmental Agreements for Joint Animal Services Operations dated November 16, 1992, May 23, 2000 and December 19, 2002, by this Agreement.

8. Admission of New Parties to the Agreement.

Additional or new parties to this Agreement may be included in the following manner:

- a. Potential party agrees to be committed to the terms and conditions of this Agreement for the purposes for which this Agreement is promulgated.
- b. Potential party agrees to pay the pro rated share of the cost of service based upon the month it becomes a party to this Agreement, in accordance with the provisions of Paragraph 5, or based on the actual cost of service, whichever the Commission deems more appropriate at the time of application.
- c. Potential party approved by the Joint Animal Services Commission by majority vote at a regular Commission meeting.
- d. Evidence of the addition of a new party shall take the form of a written amendment to this Agreement.

9. Terms for Default.

In the event that one party to this Agreement fails to perform any of the obligations or provisions hereof, then the other parties to this Agreement may, by written notice, terminate, in whole or in part, the defaulting party's participation in this Agreement.

10. Arbitration.

In the event of a dispute between any of the parties to this Agreement relating to the construction of this Agreement or animal control or animal shelter services rendered pursuant to this Agreement, such dispute shall be settled by arbitration in conformity with the provisions of Chapter 7.04A RCW.

11. Term.

The term of this Agreement shall continue until the parties by unanimous agreement vote to terminate it. A party may withdraw from this agreement only after any and all loans secured for the purchase, remodeling and development of animal shelter facilities located on the real property described in Exhibit A attached hereto have been fully paid and after providing to all other parties twelve (12) months advance written notice of the intent to withdraw. Provided, however, withdrawal may be allowed upon unanimous agreement of all parties, which agreement shall provide the means by which any such outstanding loans are to be paid and the necessary covenants and commitments therefor. The withdrawal of one party from this Agreement shall not terminate the Agreement.

12. Severability.

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

13. Review of Agreement.

The terms and conditions of this Agreement shall be reviewed periodically by the Commission for appropriateness and currency.

14. Amendments.

Any addition, deletion or change to the terms and conditions of this Agreement shall be in the form of a written amendment approved by each of the parties.

15. Governing Law.

This contract shall be governed in all aspects by the laws and statutes of the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

16. Supersedes Prior Agreements.

This Agreement supersedes all prior agreements between these parties on the same subject matter.

CITY OF OLYMPIA

By: _____
Dated: _____

Approved as to form:

Darren Nrenaber
Olympia City Attorney

CITY OF LACEY

By: _____
Dated: _____

Lacey City Attorney

CITY OF TUMWATER

By: _____
Dated: _____

Approved as to form:

Tumwater City Attorney

THURSTON COUNTY

By: _____
Dated: _____

Thurston County Legal Counsel

EXHIBIT A

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 18 NORTH, RANGE 1 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECITON OF THE EAST LINE OF SAID SUBDIVISION WITH THE NORTHERLY LINE OF 200 FOOT WIDE MARTIN WAY; RUNNING THENCE NORTH ALONG SAID EAST LINE OF SUBDIVISION 730.81 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF TRACT CONVEYED TO W. M. YEAGER AND WIFE BY DEED DATED OCTOBER 23, 1930 AND RECORDED IN VOLUME 138 OF DEEDS, PAGE 297; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID YEAGER TRACT 330 FEET MORE OR LESS TO THE EAST LINE OF BERRY FARMS ADDITION TO OLYMPIA AS RECORDED IN VOLUME 8 OF PLATS, PAGE 28; THENCE SOUTHERLY ALONG SAID EAST LINE OF ADDITION 780.81 FEET MORE OR LESS TO SAID NORTHERLY LINE OF MARTIN WAY; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE OF MARTIN WAY 340 FEET MORE OR LESS TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PART OF THE WEST 93 FEET LYING SOUTH OF THE NORTH 400 FEET THEREOF. TOGETHER WITH THAT PORTION OF VACATED MARTIN WAY ADJOINING AS VACATED BY ORDINANCE NO. 3765 RECORDS OF THURSTON COUNTY.

SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.



City of Olympia

City Council

Adoption of a Resolution Adopting Standards for the Provision of Public Defense

Agenda Date: 9/23/2014
Agenda Item Number: 4.J
File Number:14-0913

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

Title

Adoption of a Resolution Adopting Standards for the Provision of Public Defense

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to adopt and authorize the Mayor to sign the Resolution Adopting Standards for the Provision of Public Defense.

Report

Issue:

Washington State law requires that cities with their own municipal courts adopt standards for the delivery of indigent defense (RCW 10.101.030).

Staff Contact:

Jane Kirkemo, Administrative Services Director, 360.763.8499

Presenter(s):

Jane Kirkemo, Administrative Services Director

Background and Analysis:

In 2001, the Washington State Supreme Court adopted Standards for Indigent Defense. The standards were amended by the Supreme Court in 2012. This resolution states that the City of Olympia shall abide by the adopted standards.

Neighborhood/Community Interests (if known):

N/A

Options:

This is required by Washington State law.

Financial Impact:

The resolution establishes Best Practices. The financial impact is determined by the volume and complexity of the cases.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
ADOPTING STANDARDS FOR THE PROVISION OF PUBLIC DEFENSE SERVICES.

WHEREAS, the City of Olympia prosecutes misdemeanor offenses that are committed within the Olympia city limits; and

WHEREAS, the misdemeanor offenses are filed in the Olympia Municipal Court; and

WHEREAS, in accordance with the Sixth Amendment to the United States Constitution and Washington State Constitution, Article I, Section 22, persons charged with misdemeanors who are deemed indigent are entitled to the effective assistance of counsel at public expense; and

WHEREAS, RCW 10.101.030 requires that municipalities adopt standards for the delivery of public defense services; and

WHEREAS, in accordance with RCW 10.101.030, the City desires to adopt standards for the delivery of public defense services;

NOW, THEREFORE, be it resolved by the City Council of the City of Olympia as follows:

Section 1. Definitions. The following terms as used in this Resolution are defined as follows:

Attorney: The term "attorney" shall mean an attorney under contract with the City of Olympia for the provision of public defense services, and shall also mean the law firm, if any, for which the attorney works. Therefore, the standards set forth in this Resolution shall also apply to law firms who are under contract with the City of Olympia for the provision of public defense services.

Defendant: The term "defendant" shall mean a person who has been charged with a misdemeanor offense in the Olympia Municipal Court, and who is represented by an attorney as the term attorney is defined in this Resolution.

Section 2. Standards. The following standards apply to all public defense services provided to the City of Olympia:

Standard 1: Compensation. The City's contract for public defense services shall provide for payment at a rate that is competitive for like services in the Thurston County area. No contract for public defense services shall require the attorney to pay any compensation to another attorney in the event the attorney is disqualified from representing a defendant due to a conflict of interest.

Standard 2: Duties and Responsibilities of Counsel. Attorneys shall provide services in a professional and skilled manner consistent with the minimum standards of the Washington State Supreme Court, the Washington State Bar Association, Washington's Rules of Professional Conduct, applicable case law, the Constitutions of the United States and the State of Washington, and the court rules that define the duties of counsel and the rights of defendants. At all times during the representation of a defendant, the attorney's primary responsibility shall be to protect the interests of the defendant.

Standard 3: Caseload Limit, Types of Cases and Limitations on Private Practice. Attorneys shall comply with all caseload limitations imposed pursuant to Washington Court Rules CrR 3.1, CrRLJ 3.1 and JuCR 9.2 and the Standards for Indigent Defense adopted by the Washington State Supreme Court.

Standard 4: Responsibility for Expert Witnesses and Investigative Services. Attorneys shall be free to retain experts and investigators of the attorney's choosing, and may apply to the court for such services pursuant to applicable court rules.

Standard 5: Support Services. Any contract for the provision of public defense services should provide for or include administrative costs and support costs. Attorneys may use qualified paralegal, secretarial, and other services as deemed appropriate. Attorneys shall maintain an office that accommodates confidential meetings with defendants, the receipt of mail, and service of process. Attorneys shall maintain adequate communication services, including but not limited to telephone and email, to provide for efficient communication with defendants, the court, and the City. The City of Olympia shall provide adequate conference space for attorney/client meetings at the City of Olympia Lee Creighton Justice Center.

Standard 6: Training. Attorneys must engage in regular training in the areas of criminal defense law, criminal process, ethics, or any other subject that, in the opinion of the attorney, is applicable to the work of public defense services.

Standard 7: Supervision, Monitoring and Evaluation of Attorneys. For contracts with firms that have more than one attorney, attorneys in that firm shall establish a system in which more senior attorneys regularly review the work of more junior attorneys. The more senior attorneys shall review the case outcomes, caseloads, and any other information deemed appropriate, and shall regularly monitor the attorney's interactions with defendants, case preparation, and in-court activities of more junior attorneys. Attorneys may seek input from judges and other attorneys if appropriate.

Standard 8: Substitution of Counsel and Assignment of Contracts. Attorneys shall not assign a defendant to another attorney or subcontract with another attorney without first obtaining the express written permission of the City and shall remain directly involved in the representation of assigned defendants.

Standard 9: Qualifications of Attorneys. Attorneys shall endeavor to provide the highest quality public defense services. At a minimum, attorneys shall comply with the following: satisfy the minimum qualifications to practice law as established by the Washington State Supreme Court; be familiar with the statutes, court rules, case law and constitutional law applicable to misdemeanor criminal defense work; be familiar with Washington's Rules of Professional Conduct; become familiar with performance guidelines for misdemeanor public defense if adopted by the Washington State Bar Association; be familiar with the consequences of any conviction or adjudication including but not limited to immigration implications; and be familiar with mental health and substance abuse issues applicable to misdemeanant defendants.

Standard 10: Disposition of Defendant Complaints. Attorneys shall establish a process for responding to complaints made by defendants. Complaints that are not resolved by the attorney shall be directed by the attorney to the Olympia City Manager's Office, or may be directed to the Washington State Bar Association. Complaint forms shall be readily available in the Olympia Municipal Court.

Standard 11: Cause for Termination of Defender Services and Removal of Attorney. Contracts with the attorney shall include grounds for termination. Such grounds for termination shall be based on good cause, which shall include, but shall not be limited to, the failure to provide effective assistance of counsel, the disregard of the rights and interests of the defendant, and or a willful disregard for these standards.

Standard 12: Non-Discrimination. Attorneys shall not, in the hiring of employees or the provision of services made possible or resulting from a contract with the City, discriminate on the grounds of race, color, religion, national origin, age marital status, gender, sexual orientation or disability.

PASSED BY THE OLYMPIA CITY COUNCIL this 23rd day of September 2014.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Nienaber

INTERIM CITY ATTORNEY



City of Olympia

City Council

Approval of Washington Department of Ecology Grant Proposal Regarding Budd Inlet Water Quality

Agenda Date: 9/23/2014
Agenda Item Number: 4.K
File Number:14-0918

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

Title

Approval of Washington Department of Ecology Grant Proposal Regarding Budd Inlet Water Quality

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to authorize the grant application.

Report

Issue:

The purpose of this report is to request Council approval to submit a \$250,000 Budd Inlet water quality grant through the Washington State Department of Ecology (WDOE).

Staff Contact:

Joe Roush, Environmental Services Supervisor, 360.753.8563

Presenter(s):

Not applicable.

Background and Analysis:

Applications for grant funding under WDOE and the National Estuary Program (NEP) addressing nutrient pollution in Budd Inlet are due on October 3, 2014.

The funding opportunity is specific to Budd Inlet and its ongoing problems with nutrient loading. Nutrients prompt marine plant growth and associated low dissolved oxygen concentrations. Both surface and ground waters discharge elevated levels of nutrients from a range of sources including sewage, agriculture, and fertilizers. Numerous regional efforts are underway to better manage Budd Inlet and its problems.

City Storm and Surface Water staff propose to submit a \$250,000 non-matching grant application to Ecology. The purpose of the grant is to evaluate the effectiveness of using a regenerative street

sweeper as a Best Management Practice for reducing and removing nutrients before they discharge to surface and ground water. The information obtained through this grant will be used to further develop a more effective and efficient street sweeping program with a focus on improving water quality.

Neighborhood/Community Interests (if known):

The City's Comprehensive plan identifies water quality as a high importance to the citizens of Olympia.

Options:

Approve or decline the request to submit the grant funding application.

Financial Impact:

None. The grant will cover necessary expenses.

Attachments:

None.



City of Olympia

City Council

Approval of Property Acquisition Near Allison Springs Wellfield

Agenda Date: 9/23/2014
Agenda Item Number: 4.L
File Number:14-0832

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

Title

Approval of Property Acquisition Near Allison Springs Wellfield

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Stratton Family Trust property acquisition and authorize the City Manager to execute all necessary closing documents related to the acquisition.

Report

Issue:

Whether to approve the property acquisition from the Stratton Family Trust in order to minimize the risks of water quality impacts and unauthorized public access at the City's Allison Springs Wellfield.

Staff Contact:

Ladd F. Cluff, PLS, City Surveyor, Public Works, 360.753.8389
Andy Haub, PE, Water Resources Director, Public Works 360.753.8475

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Allison Springs Wellfield in West Olympia is a vital source of drinking water for Olympia. The wellfield is located west of Delphi Road adjacent to SR #101 and Totten Inlet at Mud Bay (see attached map).

With the exception of the Stratton property, the forested area surrounding the wellfield is in City ownership. The area has been preserved by the City in order to minimize groundwater contamination risks and unauthorized public access.

The Stratton property is the only remaining privately-owned parcel in the area. It is undeveloped, suitable for residential development, and available for purchase by the City or private party. The Drinking Water Utility seeks to purchase the 1.44 acre property and maintain its current undeveloped

and forested condition. The purchase is consistent with the policies and goals of the Utility's wellfield protection program.

Staff worked with the property owner in accordance with Federal, State and City guidelines throughout the acquisition process. The parcel was evaluated by an independent licensed appraiser to establish the fair-market value for the offer.

Neighborhood/Community Interests (if known):

Acquisition of this parcel furthers the city's ability to protect this water source for the benefit of our water customers/users.

Options:

1. Move to approve the Stratton Family Trust property acquisition and authorize the City Manager to execute all necessary closing documents related to the acquisition.
 - By purchasing the property the City will be in a position to further protect this vital groundwater source.

2. Do not approve the acquisition of property.
 - Anticipate future private development of the Stratton parcel that may affect the wellfield
 - If the property is developed by others, the future cost for the City to acquire the property would increase.

Financial Impact:

The acquisition will be funded by the City's Drinking Water Utility consistent with its wellfield protection program. The expenditure will not impact the scheduling of other Utility priorities.

Attachments:

Purchase and Sale Agreement

Vicinity Map

PURCHASE AND SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is dated effective _____, 2014, by and between **Clair R. Stratton and Gertrude A. Stratton, Trustees of the Stratton Family Trust**, ("Seller") and the **City of Olympia**, a municipal corporation organized under the laws of the State of Washington ("Buyer"), with reference to the following facts:

Seller is the owner of certain real property located North and East of US Highway 101, West of Del Phi RD NW, and South of Allison Springs Lane SW in **Thurston County, Washington**, consisting of approximately 1.44 acres and more particularly described on **Exhibit A** attached hereto and by this reference incorporated herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Property. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

1.1 Land. That certain real property located in Thurston County, Washington, comprising tax parcel number 128-18-310701 and more particularly described on Exhibit A attached hereto (the "Land");

1.2 Appurtenances. All rights, privileges and easements appurtenant to the Land, including without limitation all minerals, oil, gas and other hydrocarbon substances on and under the Land, all development rights, air rights, water, water rights and water stock relating to the Land, and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Land (all of which are collectively referred to as the "Appurtenances");

1.3 Improvements. All improvements and fixtures located on the Land, including, without limitation, any and all buildings and structures located on or under the Land, all apparatus, equipment and appliances used in connection with the ownership, use and operation of the Land (all of which are hereinafter collectively referred to as the "Improvements").

1.4 Personal Property. NONE.

1.5 Excluded Property. Buyer and Seller acknowledge that certain personal property is expressly excluded from the transaction contemplated by this Agreement (the "Excluded Property"). As of the date hereof, the Excluded Property includes, but is not limited to, N/A.

1.6 Abandoned Property. Any of Seller's personal property left on the Property, including but not limited to any furniture and fixtures owned by Seller shall be considered abandoned property, and at Closing title to such abandoned property shall pass to Buyer as if it had been conveyed by a bill of sale.

All of the items described in **Paragraphs 1.1, 1.2, 1.3 and 1.4** above are herein collectively referred to as the "Property."

2. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property (the "Purchase Price") is **Seventy eight thousand, five hundred fifty and 00/100 Dollars (\$78,550.00)**.

3. Payment of Purchase Price. On the Closing Date, Buyer shall deposit with Escrow Agent the amount of the Purchase Price less any amounts to be credited against the Purchase Price

pursuant to this Agreement. Within five (5) days following the execution and delivery of this Agreement, Buyer shall open escrow with Thurston County Title Company (the "Escrow Agent"), by depositing with Escrow Agent a copy of this Agreement.

4. Closing Date. The closing (the "Closing") shall be held at the offices of the Escrow Agent, on or before September 1, 2014, unless otherwise agreed by the parties. Closing shall occur when the Deed (as hereinafter defined) to Buyer is recorded and the Purchase Price is delivered to the Escrow Agent for delivery to Seller.

5. Title and Survey Matters.

5.1 Title Binder. Buyer has ordered a preliminary commitment for an ALTA owner's standard coverage title insurance policy issued by Thurston County Title Insurance Company ("Title Company") describing the Property, showing all matters of record pertaining to the Property and listing Buyer as the prospective named insured. Following the mutual execution of this Agreement, if necessary, Buyer shall obtain from Title Company a written supplemental report to such preliminary commitment, in a form acceptable to Buyer, updating the preliminary commitment to the execution date of the Agreement. Such preliminary commitment, supplemental reports and true, correct and legible copies of all documents referred to in such preliminary commitment and supplemental reports as conditions or exceptions to title to the Property are collectively referred to herein as the "Title Binder."

5.2 Title Review. Within ten (10) business days of mutual execution hereof, Buyer shall review the Title Binder and any surveys of the Property, and, shall notify Seller what exceptions to title, if any, will be accepted by Buyer. Only those exceptions approved by Buyer in writing shall constitute "Permitted Exceptions." Seller shall remove all exceptions that are not Permitted Exceptions prior to the Closing Date. If Seller shall fail to remove any such exceptions objected to by Buyer from title prior to the Closing Date, and Buyer is unwilling to take title subject thereto, Seller shall be in default hereunder and, without limiting Buyer's rights and remedies against Seller, Buyer may elect to terminate this Agreement, and Seller shall be liable for all of Buyer's damages, including Buyer's costs and expenses incurred hereunder, including title and escrow costs and attorneys' fees.

5.3 Title Policy. At Closing, Seller and Buyer shall cause Title Company to issue a 2006 standard ALTA owner's policy with the Deletion of Creditor's Rights Endorsement". ("Title Policy") to Buyer, at Buyer's cost. The Title Policy shall (a) be satisfactory to Buyer in its sole and absolute discretion, (b) be issued in the amount of the total Purchase Price and (c) insure fee simple, indefeasible title to the Property in Buyer, subject only to the Permitted Exceptions. The Title Policy shall contain endorsements as Buyer may require. Buyer's obligation to close this transaction shall be contingent on Buyer's approval, in its sole and absolute discretion, of the Title Policy required under this **Paragraph 5**.

6. Conditions to Buyer's Obligations.

6.1 Documents and Reports. Within ten (10) calendar days after the execution and delivery of this Agreement (the "Document Delivery Date"), Seller shall deliver to Buyer copies of the documents and reports listed on attached Exhibit C to this Agreement and in Seller's possession. Seller shall certify to Buyer, as of the Document Delivery Date, as to any documents listed on Exhibit C not in Seller's possession. All existing leases or occupancy agreements for the Property shall be referred to herein as the "Leases." All existing service contracts for the Property shall be referred to herein as the "Contracts." Buyer shall inform Seller, prior to the expiration of the Contingency Period, which Contracts, if any, Buyer desires to assume at Closing (the "Assumed Contracts").

6.2 Inspection of the Property. Buyer and its employees, representatives, consultants and agents shall have the right and permission from the date Seller signs this Agreement through the Closing Date (or earlier termination of this Agreement) to enter upon the Property or any part thereof at all reasonable times and from time to time for the purpose, at Buyer's cost and expense, of making all tests and/or studies of the Property that Buyer may wish to undertake, including, without limitation, soils tests (including borings), toxic and hazardous waste studies, surveys,

structural studies and review of zoning, fire, safety and other compliance matters; provided, however, Buyer shall indemnify and hold harmless Seller from and against any mechanic's or other liens or claims that may be filed or asserted against the Property or Seller by any actions taken by Buyer in connection with the Property. To the extent necessary, Buyer shall reasonably restore the Property to its condition immediately prior to any invasive testing. The effect of the representations and warranties made by Seller in this Agreement shall not be diminished or deemed to be waived by any inspections, tests or investigations made by Buyer or its agents.



Seller's Initials indicating permission

6.3 Appraisal of the Property. Buyer shall have an appraisal performed on the property. If the appraisal of value is less than the Purchase Price, Buyer may give notice of Buyer's election to terminate this Agreement unless Seller, within 10 days after receipt of such notice, delivers to Buyer written consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal.

6.4 Approval of the Property. Buyer's obligation to purchase the Property shall be subject to and contingent upon Buyer's approval, in its sole and absolute discretion, prior to the expiration of the Contingency period, of all aspects of the Property, including, without limitation, the physical condition of the Property, and all of the information delivered by Seller pursuant to **Paragraph 6.1** above or otherwise obtained by Buyer regarding the Property.

6.5 Contingency Period Defined. As used herein, the term "Contingency Period" means the period ending at 5:00 p.m. on August 31, 2014.

6.6 Buyer's Right to Terminate. If Buyer's conditions set forth in **Paragraph 6.4** above are not satisfied in Buyer's sole and absolute discretion, Buyer shall have the right to terminate this Agreement by sending written notice to Seller and Escrow Agent (such notice referred to as a "Termination Notice") prior to the expiration of the Contingency Period. If Buyer gives its Termination Notice to Seller, this Agreement shall terminate and neither Buyer nor Seller shall have any further liability to the other under this Agreement.

6.7 Additional Closing Conditions. Buyer's obligation to purchase the Property shall also be subject to the following conditions that must be satisfied as of Closing.

(i) Prior to Closing, all Contracts (whether written or oral), with respect to the Property shall be terminated in writing, except for the Assumed Contracts. Seller shall provide Buyer, prior to Closing, with written termination agreements with respect to all Contracts, except for the Assumed Contracts, in a form acceptable to Buyer;

(ii) Prior to Closing, Seller shall have timely delivered to all tenants a tenant notice in the form set forth on Exhibit D, and provide Buyer with proof of such delivery;

(iii) All representations and warranties of Seller contained herein shall be true, accurate and complete at the time of the Closing as if made again at such time;

(iv) Seller shall have performed all obligations to be performed by it hereunder on or before Closing (or, if earlier, on or before the date set forth in this Agreement for such performance);

(v) At Closing, title to the Property shall be in the condition required by **Paragraph 5** of this Agreement and Escrow Agent shall deliver the Title Policy to Buyer; and

(vi) At Closing, the physical condition of the Property shall be substantially the same as on the date hereof, ordinary wear and tear excepted.

If the conditions set forth in this **Paragraph 6** are not satisfied as of Closing and Buyer does not waive the same, Buyer may terminate this Agreement, and thereafter neither Buyer nor Seller shall have any further liability to the other under this Agreement.

7. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties, which representations and warranties shall be deemed made by Seller to Buyer also as of the Closing Date:

7.1 Title. Seller is the sole owner of the Property. At Closing, Buyer will acquire the entire fee simple estate and right, title and interest in and to the Property by statutory warranty deed, free and clear of all recorded or unrecorded liens, encumbrances, covenants, restrictions, reservations, easements, options, tenancies, leases, encroachments, claims or other matters affecting title or possession of the Property, subject only to the Permitted Exceptions.

7.2 Compliance with Law; Compliance with Property Restrictions. The Property complies in all material respects (both as to condition and use) with all applicable statutes, ordinances, codes, rules and regulations of any governmental authority having jurisdiction over the Property (including those related to zoning, building, subdivision, and engineering), including all conditions contained in any certificate of occupancy covering any of the Property. Seller has obtained all required permits or authorizations for such occupancy. Seller has no knowledge of any facts that might give rise to any violation of the foregoing matters. The Property and the current use, occupation and condition thereof do not violate any applicable deed restrictions or other covenants, restrictions or agreements (including, without limitation, any of the Permitted Exceptions), site plan approvals, zoning or urban redevelopment plans applicable to the Land, Property, Building or any other structures on the Property.

7.3 Bankruptcy, Etc. No bankruptcy, insolvency, rearrangement or similar action involving Seller or the Property, whether voluntary or involuntary, is pending, threatened, by a third party, or contemplated by Seller.

7.4 Taxes and Assessments. Other than amounts disclosed by the Title Binder, no other property taxes have been or will be assessed against the Property for the current tax year, and there are no general or special assessments or charges that have been levied, assessed or imposed on or against the Property.

7.5 Foreign Person. Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended (the "Code") and shall deliver to Buyer prior to the Closing an affidavit evidencing such fact and such other documents as may be required under the Code.

7.6 Mechanics' Liens. No labor, material or services have been furnished in, on or about the Property or any part thereof as a result of which any mechanics', laborer's or materialmen's liens or claims might arise.

7.7 Underground Storage Tanks. Seller has no knowledge of (a) subterranean storage or underground storage tanks that exist on the Property, and (b) any previously existing underground storage tanks that have been removed or filled by the Seller in compliance with applicable law.

7.8 Leases and Other Agreements. Except for the Leases and the Contracts, Seller represents that there are no leases, occupancy agreements, service agreements, licenses, easements, option agreements or other contracts (whether oral or writing) in effect with respect to the Property. Seller further represents that there are no disputes or claims, or any set of facts known to Seller that could lead to a dispute or a claim, under any Contracts. Seller shall comply with the requirements of

Section 6.7(i) with respect to any and all Contracts prior to Closing. Seller shall comply with the requirements of Section 6.7(ii) with respect to any and all Leases prior to Closing.

7.9 Assumption of Liabilities. Buyer, by virtue of the purchase of the Property, will not be required to satisfy any obligation of Seller arising prior to the Closing Date. Other than such obligations so expressly assumed by Buyer or any liens or other obligations with respect to the Property that result from any action or activities by or on behalf of Buyer after the Closing Date, Seller, after the date of Closing, will pay and discharge any and all liabilities of each and every kind arising out of or by virtue of the possession, ownership or use of the Property prior to the Closing Date, and shall indemnify, defend and hold Buyer harmless therefrom.

7.10 Defaults. Seller is not in default and there has occurred no uncured event which, with notice, the passage of time or both would be a default, under any contract, agreement, lease, encumbrance, or instrument pertaining to the Property.

7.11 Litigation. There is no litigation or threatened litigation which could now or in the future in any way constitute a lien, claim, or obligation of any kind on the Property, affect the use, ownership or operation of the Property or otherwise adversely affect the Property. For purposes of this provision, litigation includes lawsuits, actions, administrative proceedings, governmental investigations and all other proceedings before any tribunal having jurisdiction over the Property.

7.12 Utilities. The Property is served by water, storm and sanitary or septic sewer, electricity, and telephone supplied directly to the Property by facilities of public utilities. All such utilities are located within the boundaries of the Property or within lands dedicated to public use or within recorded easements for the same.

7.13 Public Improvements. Seller has no knowledge of any federal, state, county, municipal or other governmental plans to change the road system in the vicinity of the Building or to restrict or change access from any such road to the Property.

7.14 Subdivision. The conveyance of the Property will not constitute a violation of any subdivision ordinance. The Improvements on the Property comply in all material respects with all applicable subdivision ordinances and statutes.

7.15 Due Authority. Seller has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute the Seller's legal, valid and binding obligation enforceable against Seller in accordance with its terms. The consummation by Seller of the sale of the Property is not in violation of or in conflict with nor does it constitute a default under any of the terms of any agreement or instrument to which Seller is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

7.16 No Omissions. All representations and warranties made by Seller in this Agreement, and all information contained in any certificate furnished by Seller to Purchaser in connection with this transaction, are free from any untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained herein or therein not misleading. The copies of any documents furnished to Buyer in connection with this transaction are true and complete copies of the documents they purport to be and contain no untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained therein not misleading.

8. Covenants of Seller. Seller covenants and agrees as follows:

8.1 Perform Obligations. From the date of this Agreement to the Closing Date, Seller will perform all of its monetary and non-monetary obligations under all indebtedness (whether for

borrowed money or otherwise) and the liens securing same pertaining to the Property or any portion thereof, if any.

8.2 No Liens. From the date of this Agreement to the Closing Date, Seller will not allow any lien to attach to the Property, nor will Seller grant, create, or voluntarily allow the creating of, or amend, extend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option or other right affecting the Property or any part thereof without Buyer's written consent first having been obtained.

8.3 Provide Further Information. From the date of this Agreement to the Closing Date, Seller will notify Buyer of each event of which Seller becomes aware affecting the Property or any part thereof immediately upon learning of the occurrence of such event.

9. Closing.

9.1 Time and Place. Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in **Paragraph 4** of this Agreement.

9.2 Documents to be Delivered by Seller. For and in consideration of, and as a condition precedent to, the payment to Seller of any of the Purchase Price, Seller shall obtain and deliver to Buyer at Closing the following documents (all of which shall be duly executed and acknowledged where required):

(i) **Bill of Sale.** A Bill of Sale in the form attached as Exhibit F, for all of Seller's personal property, if any.

(ii) **Title Documents.** Such other documents, including, without limitation, lien waivers, indemnity bonds, indemnification agreements, and certificates of good standing as shall be required by Buyer, or by the Title Company as a condition to its insuring Buyer's good and marketable fee simple title to the Property free of any exceptions, other than the Permitted Exceptions.

(iii) **Authority.** Such evidence as the Title Company shall require as to authority of Seller to convey the Property to Buyer.

(iv) **Surveys and Drawings.** All surveys, site plans and plans and specifications relating to the Property as are in the possession or control of Seller, if any.

(v) **General Assignment.** A general instrument of transfer in the form set forth on attached Exhibit G, pursuant to which Seller shall convey and assign to Buyer all of Seller's right, title and interest in and to (a) all Leases, (b) the Assumed Contracts, if any, and (c) all other rights of Seller relating to the Property (the "General Assignment"), to the extent such items exist.

(vi) **Original Documents.** Originals of all documents, if not already delivered, or copies if the originals are not available, including but not limited to all documents and materials assigned pursuant to the General Instrument of Transfer and the original leases fully executed with the landlord's and tenant's signatures acknowledged.

(vii) **Keys and Operating Manuals.** Keys to all doors in the Improvements, reasonably identified, and all operating manuals relating to operation of the equipment and systems which are part of the Property.

(viii) **Security Deposits; Rent Roll.** A rent roll certifying the name of each tenant on the Property as of Closing, rent paid by each tenant under its lease, the amount of security deposit held by Seller for the account of each such tenant, together with all funds representing the security deposits held by Seller. If Seller does not deposit all such security deposits held by Seller in

connection with the tenants of the Property, then Buyer shall cause the Escrow Agent to deduct such sums from the proceeds of this transaction due to Seller and disburse such sums to the applicable tenant.

9.3 Delivery by Buyer. Buyer shall deliver the Purchase Price (after credit for any applicable amounts pursuant to this Agreement) and shall prepare the following documents and deliver to the Title Company at or before Closing.

(i) **Warranty Deed.** A statutory warranty deed ("Deed") in substantially the same form attached as Exhibit E conveying to Buyer a good, marketable and indefeasible title in fee simple absolute to the Property, free and clear of all liens, encumbrances, conditions, easements, assignments, and restrictions, except for the Permitted Exceptions.

9.4 Payment of Costs. At Closing, Seller and Buyer shall pay their own respective costs incurred with respect to the consummation of the purchase and sale of the Property including, without limitation, attorneys' fees. Notwithstanding the foregoing, Buyer shall pay the premium for the Owner's Title Policy to be issued by Title Company to Buyer, the fee to record the Deed, and one-half (1/2) of the escrow fee. Seller shall pay one-half (1/2) of the Escrow fee. **Seller agrees to pay the real estate excise tax.**

9.5 Property Taxes. Seller shall pay at or prior to Closing all real property taxes and personal property taxes due or to become due with respect to the Property for the period up to the Closing Date. Seller shall pay in full any assessments due or to become due with respect to the Property.

9.6 Monetary Liens. Seller shall pay or cause to be satisfied at or prior to Closing all monetary liens on or with respect to all or any portion of the Property, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, rents and/or easements, judgment liens, tax liens (other than those for taxes not yet due and payable) and financing statements.

9.7 Possession. Possession of the Property shall be delivered to Buyer at Closing. The Property, including without limitation the Improvements, shall be delivered to Buyer in good order, with all of Seller's personal property removed. If any personal property of Seller, not transferred to Buyer under this agreement, remains on the Property at Closing, then Buyer may remove all such personal property and charge Seller for the cost of such removal.

9.8 Prorations. All amounts required to be prorated hereunder as of Closing, shall be calculated as if Buyer was in possession of the Property as of the date of Closing.

10. Environmental Compliance. In addition to and without limiting Sections 6, 7 and 8, Seller warrants, represents, covenants and agrees:

10.1 Hazardous Substances. Seller has not used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Property (or off-site of the Property that might affect the Property) or transported to or from the Property, any Hazardous Substance or allowed any other person or entity to do so. Seller has no knowledge nor has Seller observed any questionable practice or conduct indicating that any Hazardous Substance has been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under or above Property (or off-site of the Property that might affect the Property) or transported to or from the Property by any entity, firm or person, or from any source whatsoever.

10.2 Pre-closing Covenant. Seller will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under, above or about the Property (or off-site of the Property that might affect the Property), or transport to or from the Property, any Hazardous Substance or authorize any other person or entity to do so, prior to the closing.

10.3 Environmental Indemnity. Seller shall protect, indemnify, hold harmless and defend Buyer and its directors, officers, contractors, employees, agents, parents, subsidiaries, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to a breach of any representation, warranty, covenant or agreement contained in this Section 10 including, without limitation, (a) all consequential damages, and (b) the costs of any required or necessary repairs, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans. This indemnity does not apply to actions of Buyer, its agents or independent contractors.

10.4 Definitions. The term "Hazardous Substance" includes without limitation (a) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes" or "solid waste" in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; and (d) chlorinated solvents. The term "Environmental Law" includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions or hazardous substances.

11. Indemnification. Seller shall pay, protect, pay the defense costs of, indemnify and hold Buyer and its successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) the breach of any representation, warranty or agreement of Seller set forth in this Agreement, (b) the failure of Seller to perform any obligation required by this Agreement to be performed by Seller, (c) the ownership, maintenance, and/or operation of the Property by Seller prior to the Closing, not in conformance with this Agreement, or (d) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the Seller, its representatives, employees, contractor or suppliers that occurred before Closing.

12. Condemnation. In the event of any commenced, to be commenced or consummated proceedings in eminent domain or condemnation (collectively "Condemnation") respecting the Property or any portion thereof, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement neither Buyer nor Seller shall have any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, there shall be no reduction in the Purchase Price, and Seller shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, its entire right, title and interest in and to any condemnation award or settlement made or to be made in connection with such Condemnation proceeding. Buyer shall have the right at all times to participate in all negotiations and dealings with the condemning authority and approve or disapprove any proposed settlement in respect to such matter. Seller shall forthwith notify Buyer in writing of any such Condemnation respecting the Property.

13. Casualty. If any fire, windstorm or casualty occurs and materially affects all or any portion of the Property on or after the date of this Agreement and prior to the Closing, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement neither Buyer nor Seller have any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, the Purchase Price shall be reduced by the amount of loss or damage occasioned by such casualty not covered by insurance, and Seller shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, its entire right, title and interest in and to all insurance claims and proceeds to which Seller may be entitled in connection with such casualty. Buyer shall have the right at all times to participate in all negotiations and other dealings with the insurance carrier providing such coverage and to approve or disapprove any proposed settlement in respect to such matter. Seller shall forthwith notify Buyer in writing of any such casualty respecting the Property.

14. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "Notices") shall be in writing and shall be validly given or made to another party if delivered

either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty four (24) hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein, such shall be deemed given forty eight (48) hours after the deposit thereof in the United States mail. Each such Notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Seller:

Gary R. Stratton
16196 Ballantree Lane
Shore Valley, CA 95949

To Buyer:

City of Olympia

601 4th Ave E
Olympia, WA 98501
Attn: Ladd F. Cluff

With a copy to:

City of Olympia
601 4th Ave E
Olympia, WA 98501
Attn: City Attorney

Any party hereto may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

15. Event of Default. In the event of a default under this Agreement by Seller (including a breach of any representation, warranty or covenant set forth herein), Buyer shall be entitled, in addition to all other remedies, to seek monetary damages and specific performance of Seller's obligations hereunder.

16. Miscellaneous.

16.1 Applicable Law. This Agreement shall in all respects, be governed by the laws of the State of Washington.

16.2 Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the parties hereto.

16.3 Modification or Amendment, Waivers. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

16.4 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

16.5 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements,

understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the parties.

16.6 Attorneys' Fees. Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

16.7 Construction. Captions are solely for the convenience of the parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. If the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

16.8 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

16.9 Survival. The covenants, agreements, representations and warranties made in this Agreement shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

16.10 Finders' or Brokers' Fees. Seller represents and warrants that it has not dealt with any broker or finder to which a commission or other fee is due in connection with any of the transactions contemplated by this Agreement and insofar as it knows, no broker or other person is entitled to any commission, charge or finder's fee in connection with the transactions contemplated by this Agreement. Seller agrees to indemnify, defend and hold harmless Buyer against any loss, liability, damage, cost, claim or expense, including interest, penalties and reasonable attorneys' fees, that Buyer shall incur or suffer by reason of a breach by Seller of the representation and warranty set forth above.

16.11 Time. Time is of the essence of every provision of this Agreement.

16.12 Risk of Loss. All of Seller's personal property of any kind or description whatsoever on the Property shall be at Seller's sole risk. Buyer shall not be liable for any damage done to or loss of such personal property, injury to person or damage or loss suffered by the business or occupation of Seller caused in any manner whatsoever, unless and to the extent the damage is caused by the gross negligence or willful misconduct of Buyer.

16.13 Force Majeure. Performance by Seller or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused).

This offer will expire if not executed by Seller and received by Buyer on or before 5:00 p.m. on August 31, 2014.

[Signatures appear on the following page]

DATED as of the date first set forth above.

SELLER:

By: Gary R. Stratton Trustee
Trustee, Stratton Family Trust

By: _____
Trustee, Stratton Family Trust

BUYER:

City of Olympia, a Washington municipal
corporation

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

[Signature]
ASSISTANT CITY ATTORNEY

EXHIBIT A

Legal Description

The South 147.5 feet of the West 180 feet of the East 480 feet of the Northeast quarter of the Southwest quarter and the North 200 feet of the West 180 feet of the East 480 feet of the Southeast quarter of the Southwest quarter of Section 18, Township 18 North, Range 2 West, W.M.

EXHIBIT B

Personal Property

NONE

EXHIBIT C

Documents and Reports

1. All surveys, topographical and plat maps.
2. Copies of all of leases or other occupancy agreements relating to the Property, with originals to be delivered at Closing.
3. A detailed inventory of all personal property of Seller located on our used in connection with the Property.
4. Copies of all licenses, permits and approvals issued by governmental authorities for the use and occupancy of the Property or any facility located thereon.
5. Any other information about the Property reasonably requested by Buyer if in the possession or control of Seller.
6. Any service contracts or other similar agreements related to the Property.

Via Certified Mail or Hand Delivery

Insert Date

Insert Name of Tenant

Insert Address of Tenant

Olympia, Washington _____

RE: Sale of Burien Gardens Mobile Home Park

Dear Tenant:

This letter shall serve as notice that the rental property at _____, Olympia, Washington (the "Rental Property") will be acquired by the City of Olympia (the "City") as of _____, 2014 (the "Closing Date"). Your security deposit in the amount of \$_____, held by _____ shall also be transferred to the City at that time.

You shall continue to deliver all rents and other amounts due and owing under your lease prior to the Closing Date to _____ as usual and you shall continue to abide by the Rental Property lease agreement. Rent for the month of _____ and any and all payments due under your lease thereafter shall be payable to the City at the following address:

The City of Olympia

Olympia, Washington _____

If you have any questions, please feel free to contact the City of Olympia at [Phone Number].

Sincerely,

EXHIBIT E

Form of Deed

AFTER RECORDING MAIL TO:

STATUTORY WARRANTY DEED

The Grantor, _____, for and in consideration of the sum of TEN and NO/100---(\$10.00) Dollars, and other valuable considerations, in hand paid, hereby conveys and warrants to the **CITY OF OLYMPIA**, a municipal corporation the following described real estate and all rights thereto, situated in the City of Olympia, County of Thurston, in the State of Washington:

For legal description see attached Exhibit A.

Also known as (insert street address or tract/plat info.) as recorded in Auditor's File No. _____(insert AFN), Records of the Thurston County Auditor.

DATED this ____ day of _____, 2014.

By: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that _____ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2014.

Bill of Sale

THIS BILL OF SALE is made and given this _____ day of _____, 2014, by CLAIR R. STRATTON and GERTRUDE A. STRATTON, Trustees of the STRATTON FAMILY TRUST,(the "Seller") to THE CITY OF OLYMPIA, a municipal corporation organized under the laws of the State of Washington ("Buyer").

RECITAL

Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, all of Seller's right, title and interest in the personal property (the "Personal Property") located on the real property described on attached Exhibit A. The Personal Property is described as follows: _____.

NOW, THEREFORE, for and in consideration of good and valuable consideration in hand paid by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged by Seller:

1. Seller hereby grants, bargains, sells, assigns, transfers, conveys and delivers unto Buyer, its successors and assigns; all of Seller's right, title and Interest in and to the Personal Property, TO HAVE AND TO HOLD such interest in the Personal Property unto Buyer, its successors and assigns forever.
2. Seller will warrant and forever defend the right and title to the items of Personal Property unto Buyer.

DATED as of the day and year first above written.

SELLER:

By: _____

By: _____

EXHIBIT G

General Assignment

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (the "Assignment") is made as of this ____ day of _____, 2014 (the "Transfer Date") by CLAIR R. STRATTON and GERTRUDE A. STRATTON, Trustees of the STRATTON FAMILY TRUST ("Assignor"), in favor of THE CITY OF OLYMPIA, a municipal corporation organized under the laws of the State of Washington ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, as of the Transfer Date, all of the following relating to the real property legally described on attached Schedule 1 (the "Property"), to the extent assignable:

1. any and all of Assignor's right, title and interest, as lessor, in, to and under all leases, licenses and occupancy agreements together with any security deposits, affecting the Property (the "Leases");
2. any and all of Assignor's right, title and interest in, to and under the contracts and agreements relating to the leasing, operation, maintenance and repair of Property set forth on Schedule 2 (the "Contracts");
3. any and all assignable governmental licenses, permits, certificates (including certificates of completion and certificates of occupancy), authorizations and approvals held by Assignor in connection with the current occupancy, use and operation of, and construction upon, the Property (collectively, the "Permits"); and
4. any and all assignable warranties and guaranties including, without limitation, contractor's, architect's and manufacturer's warranties and guaranties held by Assignor and given by third parties with respect to the Property (collectively, the "Warranties").

Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all cost, liability, loss, damage or expense, including without limitation, reasonable attorneys' fees, originating prior to the Transfer Date and arising out of the lessor's obligations under the Leases.

Assignee accepts this Assignment and hereby assumes and agrees to perform from and after the Transfer Date all of the covenants, agreements and obligations of the lessor under the Leases, as may be amended, and all of Assignor's covenants, agreements and obligations under the Contracts, Permits, and Warranties, and agrees to indemnify Assignor against and hold Assignor harmless from any and all cost, liability, loss, damage or expense, including without limitation, reasonable attorneys' fees, originating subsequent to the Transfer Date and arising out of the lessor's obligations under the Leases.

IN WITNESS WHEREOF, this Assignment and Assumption is made as of the day and year first above written.

ASSIGNOR:

By: _____

By: _____

ASSIGNEE:

THE CITY OF OLYMPIA, a municipal corporation organized under the laws of the State of Washington

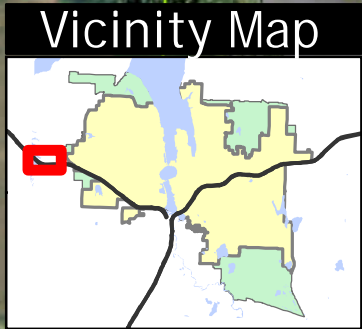
By: _____

Name: _____

Its: _____

Allison Springs


Proposed purchase



0 500 1,000 Feet 1 inch = 500 feet

Map printed 9/5/2014
For more information, please contact:
Eric Murphy, Survey/Mapping Coordinator
EMurphy@ci.olympia.wa.us
(360) 753-8358.

Legend

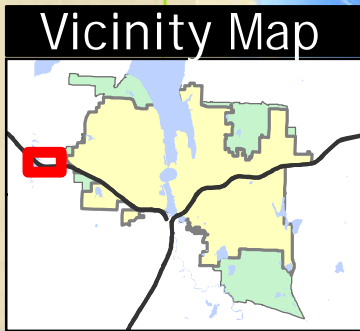
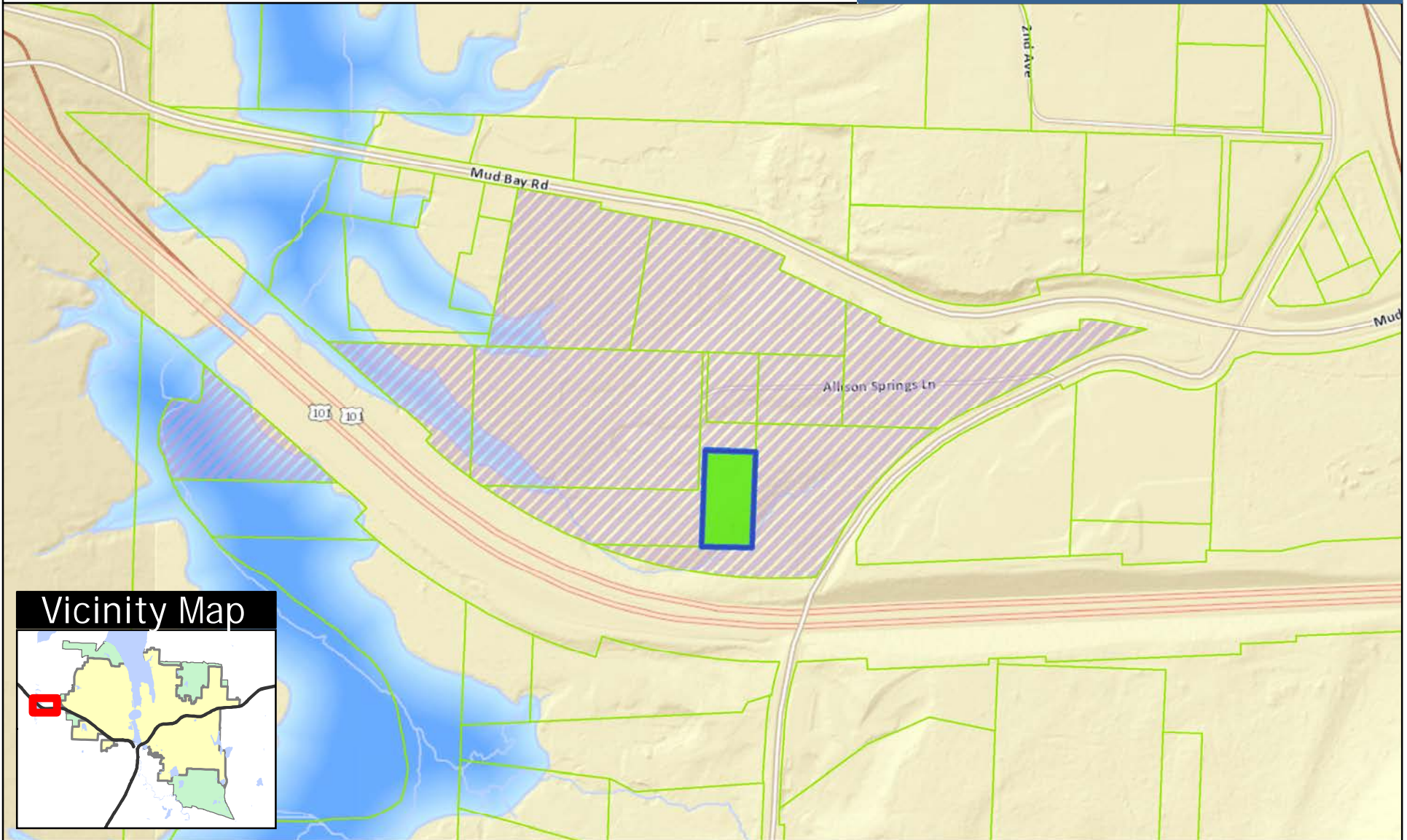
 Proposed purchase

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





Allison Springs

Vicinity



0 500 1,000 Feet 1 inch = 500 feet

Legend

-  Proposed purchase
-  City Owned Property

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



Map printed 9/5/2014
For more information, please contact:
Eric Murphy, Survey/Mapping Coordinator
EMurphy@ci.olympia.wa.us
(360) 753-8358.



City of Olympia

City Council

Amendment to Ordinance 6909 (Operating Budget)

Agenda Date: 9/23/2014
Agenda Item Number: 4.M
File Number:14-0845

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

Title

Amendment to Ordinance 6909 (Operating Budget)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve amending ordinance on second reading.

Report

Issue:

Amendment to Ordinance 6909

Staff Contact:

Dean Walz, Fiscal Services Director, Administrative Services, 360.753.8465

Presenter(s):

Dean Walz, Fiscal Services Director

Background and Analysis:

The background and analysis have not changed from first reading to second reading.

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

One ordinance was passed since the adoption of ordinance 6909 related to the Operating Budget.

Ordinance 6916: Appropriated \$5,700 for the Community Renewal Area project and \$50,000 for the Isthmus project. Those appropriations were funded from the General Fund, fund balance.

Budget Items not previously presented to the Council:

- 1) Appropriation of \$16,500 to pay for contracted training at the fire training center. Funding is provided by revenues received from other fire agencies receiving the training.
- 2) Appropriation of \$31,920 for recreational programs. Funding is provided from revenues received for programs and classes which exceeded anticipated participation.
- 3) Appropriation of \$4,000 to the Recreation Scholarship special account. Funding is provided by private donations.
- 4) Appropriation of \$250,000 for repairs and upgrades to the HVAC system at the Family Support Center. Funding is from currently unappropriated resources (fund balance) in the Equipment & Facilities Replacement Reserve Fund (aka Facilities Major Repair & Maintenance Fund).

Neighborhood/Community Interests (if known):

None noted.

Options:

- 1) Approve ordinance amending ordinance 6909.
- 2) Do not approve the amending ordinance. The budget items would not be authorized.

Financial Impact:

Total increase appropriations by \$358,120. The sources of funding for these appropriations are noted above.

Ordinance No.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO BUDGETS, FINANCE, AND SALARIES, AND AMENDING ORDINANCE NO. 6909.

WHEREAS, the City Council of the City of Olympia, having held a public hearing on the preliminary budget on November 12, 2013, as required by law, and having considered the public testimony presented; and

WHEREAS, the City Council of the City of Olympia passed ordinance 6888 on December 17, 2013; and

WHEREAS, the City Council of the City of Olympia passed ordinance 6903 on April 15, 2014; and

WHEREAS, the City Council of the City of Olympia passed ordinance 6909 on June 17, 2014; and

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

WHEREAS, the City of Olympia received a loan from the State of Washington, Department of Ecology to benefit the Storm Surface Water Utility and the loan requires the City to have a separate fund for interest and principal payments on the loan; and

WHEREAS, all principal and interest of the Limited Tax General Obligation Bond Fund, 1995, have been paid and the Fund is no longer needed; and

WHEREAS, the following amendments need to be made to ordinance 6909;

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

Section 1. 2014 Budget. The budget for the calendar year 2014 is hereby adopted in the amounts and for the purposes as shown below; and the following sums, or so much thereof as shall severally be found necessary, are hereby appropriated out of any of the monies in the several funds in the City Treasury hereinafter named.

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
General, Regular Operations	<u>\$2,053,873</u> <u>\$2,111,373</u>	<u>\$63,619,652</u> <u>\$63,668,072</u>	<u>\$65,673,525</u> <u>\$65,779,445</u>	
General, Special Sub- Funds				

Special Accounts	219,400	<u>1,082,130</u> <u>1,086,130</u>	<u>1,301,530</u> <u>1,305,530</u>	
Washington Center	5,000	253,154	258,154	
Municipal Arts	123,000		123,000	
Equip & Facilities Reserve	871,175 <u>1,121,175</u>	658,800	<u>1,529,975</u> <u>1,779,975</u>	
Total General Fund	<u>3,272,448</u> <u>3,579,948</u>	<u>65,613,736</u> <u>65,666,156</u>	<u>68,886,184</u> <u>69,246,104</u>	
4 th /5 th Avenue Corridor Bridge Loan		565,921	565,921	
LTGO Bond Fund, 1995	1,830		1,830	
LTGO Bond Fund - 2006 Parks		1,197,750	1,197,750	
UTGO Bond Fund – 2009 Fire		1,214,903	1,195,531	19,372
City Hall Debt Fund – 2009	1,032	2,420,886	2,421,918	
2010 LTGO Bond – Street Projects		438,213	438,213	
L.O.C.A.L. Debt Fund – 2010	1	178,280	178,281	
2010B LTGO Bonds - HOCM		405,063	405,063	
2013 LTGO Bond Fund		672,325	672,325	
Water Utility O&M	478,212	11,224,138	11,702,350	
Sewer Utility O&M	284,094	16,947,190	17,231,284	
Solid Waste Utility	386,021	9,665,331	10,051,352	
Storm Water Utility	76,607	4,814,860	4,891,467	
Water/Sewer Bonds		2,041,945	2,027,113	14,832
Stormwater Debt Service Fund		167,902	167,902	
Equipment Rental	78,812	1,668,216	1,747,028	
TOTALS	<u>\$4,579,057</u> <u>\$4,886,557</u>	<u>\$119,236,659</u> <u>\$119,289,079</u>	<u>\$123,781,512</u> <u>\$124,141,432</u>	\$34,204

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

Section 3. Salaries and Compensation. The salaries and compensation for the City of Olympia employees for the calendar year 2014 shall be as set forth in the "Supplementary Information" section of the 2014 Adopted Operating Budget document, or as the same may be amended by the City Manager as part of his administration of the budget pursuant to Section 2 above.

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

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

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

Section 7. Stormwater & Surface Water Debt Service Fund. There is created a Fund known as the Storm & Surface Water Debt Service Fund for the purpose of paying principal and interest of debt obligations of the Storm & Surface Water Utility.

Section 8. Limited Tax General Obligation Bond Fund, 1995. The "Limited Tax General Obligation Bond Fund, 1995" created by ordinance 5509, is hereby closed and any funds remaining in the Fund shall be transferred to the General Fund.

Section 9. Effective Date. This ordinance shall take effect five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:


ASSISTANT CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City of Olympia

City Council

Amendment to Ordinance 6910 (Capital Budget)

Agenda Date: 9/23/2014
Agenda Item Number: 4.N
File Number:14-0847

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

Title

Amendment to Ordinance 6910 (Capital Budget)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve amending ordinance on second reading, and authorize the re-allocation of budget from the Madison Scenic Park project to the Artesian Commons project.

Report

Issue:

Amendment to Ordinance 6910

Staff Contact:

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

Presenter(s):

Dean Walz, Fiscal Services Director

Background and Analysis:

The background and analysis have not changed from first reading to second reading.

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

Four ordinances passed since the adoption of ordinance 6910.

Ordinance 6915: Appropriated \$60,000 for the Community Park Feasibility Assessment project,

funded from Community Park Impact Fees. The ordinance also authorized the transfer of funds from the Community Park Impact Fee account

Ordinance 6913: Appropriated \$325,000 for conversion of PSE street lights to LED technology, funded from the General Fund, fund balance.

Ordinance 6922: Appropriated \$100,000 for the Percival landing F-Float project, funded from Community Park Impact Fees. The ordinance also authorized the transfer of funds from the Community Park Impact Fee account.

Ordinance 6912: Appropriated \$50,000 for the Artesian Commons project, funded from Community Park Impact Fees. The ordinance also authorized the transfer of funds from the Community Park Impact Fee account.

Budget Items not previously presented to the Council:

- 1) Appropriation of \$8,000 for stump grinding as part of the 18th Avenue sidewalk restoration project. Funding provided from current resources budgeted from hazard tree mitigation.
- 2) Appropriation of \$27,510 for repairs to the Harbor House. Funding provided from fund received as part of settlement with contractors on the original project.
- 3) Appropriation of \$500,000 for the Isthmus project. Funding provided by a previous transfer from the General Fund to the Capital Improvement Fund.
- 4) Appropriation of \$4,144 to the 2013 GO Bond Project Fund. These are the final amount of bond proceeds and interest earnings in the Fund which have not been previously appropriated. This appropriation will finalize the use of all the bond process for the 2013 GO bond issue. These funds will be used a part of the funding of recent improvements to the Washington Center.
- 5) Appropriation of \$10,111,559 for the Log Cabin reservoir project. The city has received a loan from the State of Washington Department of Ecology for the reservoir project.
- 6) Appropriation of \$5,000 for the Yauger Park Pedestrian Trail project. Funding provided from donations.
- 7) Authorize the re-allocation of \$25,000 of existing budget from the Madison Park project to the Artesian Commons project to be used for fencing. The Madison Park project is currently on hold.

Neighborhood/Community Interests (if known):

None noted.

Options:

- 1) Approve ordinance amending ordinance 6910 and authorize the re-allocation of budget from the Madison Scenic Park project to the Artesian Commons project.
- 2) Do not approve the amending ordinance or re-allocation of budget. The budget items would not be authorized.

Financial Impact:

Total increase in appropriations \$11,401,213. The sources of funding of these appropriations are

noted above.

Ordinance No.

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE CAPITAL FACILITIES PLAN FOR THE YEARS 2014-2019; AND AMENDING ORDINANCE 6910.

WHEREAS, the Olympia City Council adopted the "Capital Facilities Plan," herein referred to as "CFP," for years 2014 through 2019 by passing Ordinance 6887 on December 17, 2013; and

WHEREAS, the City Council of the City of Olympia passed ordinance 6905 on April 15, 2014; and

WHEREAS, the City Council of the City of Olympia passed ordinance 6910 on June 17, 2014; and

WHEREAS, the CFP is periodically amended to recognize additional revenue and/or appropriations, as provided for in RCW 36.70A3130(2)(a)(iv), and;

WHEREAS, the following amendments need to be made to ordinance 6910:

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

Section 1. That certain document entitled the "Capital Facilities Plan," covering the years 2014 through 2019, a copy of which will be on file with the Office of the Director of Administrative Services and available on the City's web site, is hereby adopted as the Capital Facilities Plan for the City of Olympia and is incorporated herein as though fully set forth.

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

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

Section 4. The Director of Administrative Services is hereby authorized to bring forward into fiscal year 2014 all appropriations and allocations not otherwise closed, completed, or deleted from prior fiscal years' capital budgets.

Section 5. Volume III of the Olympia Comprehensive Plan (Capital Facilities) is repealed in its entirety.

Section 6. The following appropriations are hereby made:

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
Impact Fee Fund	\$1,020,213		\$1,020,213	
	\$1,230,213		\$1,230,213	
SEPA Mitigation Fee Fund				

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
	86,018		86,018	
Parks & Recreational Sidewalk, Utility Tax Fund	163,258	\$2,297,992	2,461,250	
Real Estate Excise Tax Fund		1,000,000	1,000,000	
Capital Improvement Fund				\$190,200
		7,484,823	7,294,623	
		8,560,333	8,370,133	
2013 GO Bond Project Fund	4,144		4,144	
City Hall Construction Fund	50,000		50,000	
Water CIP Fund	1,092,257	734,543	1,826,800	
		10,846,102	11,938,359	
Sewer CIP Fund	1,592,399	741,301	2,333,700	
Storm Water CIP Fund				
		2,687,850	2,687,850	
TOTALS	\$4,004,145	\$14,946,509	\$18,760,454	\$190,200
	\$4,218,289	\$26,133,578	\$30,161,667	

Section 7. Severability. The provisions of this ordinance are declared separate and severable. If any provision of this ordinance or its application to any person or circumstances is held invalid, the remainder of this ordinance or application of the provision to other persons or circumstances, shall be unaffected.

Section 8. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 9. Effective Date. This ordinance shall take effect five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



ASSISTANT CITY ATTORNEY

PASSED:
APPROVED:
PUBLISHED:



City of Olympia

City Council

Amendment to Ordinance 6911 (Special Funds)

Agenda Date: 9/23/2014
Agenda Item Number: 4.O
File Number: 14-0846

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

Title

Amendment to Ordinance 6911 (Special Funds)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve amending ordinance on second reading.

Report

Issue:

Amendment to Ordinance 6911

Staff Contact:

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

Presenter(s):

Dean Walz, Fiscal Services Director

Background and Analysis:

The background and analysis have not changed from first reading to second reading.

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

No ordinances were passed since the adoption of ordinance 6911 relating to Special Funds.

Budget Item not previously presented to the Council:

- 1) Appropriation of \$54,235 to the CDBG Loan Repayment Fund. Funding is provided from loan repayments which have not previously budgeted.

Neighborhood/Community Interests (if known):

None noted.

Options:

- 1) Approve ordinance amending ordinance 6911.
- 2) Do not approve the amending ordinance. The budget items would not be authorized.

Financial Impact:

Total increase in appropriations is \$54,235. The sources of funding for these appropriations are noted above.

Ordinance No.

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON,
APPROPRIATING FUNDS WITHIN VARIOUS SPECIAL FUNDS, AND
AMENDING ORDINANCE NO. 6911.**

WHEREAS, the City Council of the City of Olympia passed ordinance 6884 on December 17, 2013; appropriating funds within various special funds, and;

WHEREAS, the City Council of the City of Olympia passed ordinance 6904 on April 15, 2014; and

WHEREAS, the City Council of the City of Olympia passed ordinance 6911 on June 17, 2014; and

WHEREAS, the following amendments need to be made to ordinance 6911;

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

Section 1. The following appropriations are hereby made:

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
CDBG Loan Repayment Fund	\$10,000 <u>\$32,355</u>	\$70,000 <u>\$101,880</u>	\$80,000 <u>\$134,235</u>	
Housing Urban Development Fund		682,512	682,512	
Lodging Tax Fund		480,000	471,677	\$8,323
Parks & Recreational Sidewalk Utility Tax Fund		719,788	719,788	
Parking Business Improvement Area Fund		110,000	110,000	
Farmers Market Repair & Replacement Fund	10,000		10,000	
Hands On Children's Museum	39,833	377,680	417,513	
Fire Equipment Reserve Fund	1,000	56,114	57,114	
Equipment Rental Replacement Reserve Fund	13,864	1,407,016	1,420,880	
Unemployment Compensation Fund		183,000	183,000	

Insurance Trust Fund	49,000	1,636,000	1,685,000	
Workers Compensation Fund	403,000	1,447,000	1,850,000	
Washington Center Endowment Fund		11,346	11,346	
TOTALS	\$526,697	\$7,180,456	\$7,698,830	\$8,323
	\$549,052	\$7,212,336	\$7,753,065	

Section 2. Severability. The provisions of this ordinance are declared separate and severable. If any provision of this ordinance or its application to any person or circumstances is held invalid, the remainder of this ordinance or application of the provision to other persons or circumstances, shall be unaffected.

Section 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:



ASSISTANT CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City of Olympia

City Council

Approval of Ordinance Amending Olympia Municipal Code Section 6.04.050 and Section 6.04.110 Regarding Animal Control Services

Agenda Date: 9/23/2014
Agenda Item Number: 4.P
File Number: 14-0886

Type: ordinance **Version:** 1 **Status:** 2d Reading-Consent

Title

Approval of Ordinance Amending Olympia Municipal Code Section 6.04.050 and Section 6.04.110 Regarding Animal Control Services

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to suspend the rules and approve on first and final reading the ordinance relating to the appeal process for dangerous dog and potentially dangerous dog designations, and amending Olympia Municipal Code Section 6.04.050 and 6.04.110.

[Note: 2/3 affirmative vote of Councilmembers present at the meeting needed for approval on first and final reading]

Report

Issue:

Whether to approve an ordinance changing the appeal authority for dangerous dog and potentially dangerous dog designations from the Joint Animal Services Commission to a Hearings Examiner.

Staff Contact:

Darren Nienaber, Interim City Attorney, 360-753-8044

Presenter(s):

None, consent calendar item

Background and Analysis:

The Olympia Municipal Code presently states that dangerous dog and potentially dangerous dog designations are initially made by the Animal Services Director, based on written complaint by a person. Citizens wishing to object to such a declaration may request a hearing before the Animal Services Director, which in practice is simply a face-to-face meeting with the Director to review the facts and evidence. The Director's findings as a result of that hearing may be appealed to the Joint Animal Services Commission (JASCOM).

The proposed amendment, drafted in concert with the other three jurisdictions and with the Animal Services Director, would reclassify the appeal “hearing” by the Animal Services Director as a “review,” and would have all appeals from the Director’s review be made to a Hearings Examiner rather than to JASCOM. All jurisdictions would use the same Hearings Examiner. The Hearings Examiner would be hired by the City of Lacey, pursuant to the interlocal agreement which designates the City of Lacey as the provider of all administration services related to the animal protection and control services.

Amendments to OMC 6.04.050 are also necessary to clarify that service animals can be off leash while on public property only when being off leash is necessary to the service being performed by the animal.

Neighborhood/Community Interests (if known):

None as this is an administrative amendment.

Options:

1. Approve the ordinance changing the appeal authority for dangerous dog and potentially dangerous dog designations from the Joint Animal Services Commission to a Hearings Examiner, and clarifying OMC 6.04.050.
2. Do not approve the ordinance.

Financial Impact:

None known.

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, amending Olympia Municipal Code, Section 6.04.050 and Section 6.04.110, relating to animal services.

WHEREAS, the Olympia City Council adopted Ordinance No. 4338 on December 29, 1981, for the purpose of regulating the keeping of dogs, cats and other pet animals within the City of Olympia, and added Chapter 6.04 to the Olympia Municipal Code; and

WHEREAS, Olympia Municipal Code Chapter 6.04 was substantially amended by Ordinance No. 5612 on July 2, 1996, and again by Ordinance No. 6400 on March 14, 2006; and

WHEREAS, it is the intent of this Ordinance to further amend the Olympia Municipal Code, particularly relating to the process for identifying potentially dangerous dogs to utilize the hearing examiner process; and

WHEREAS, this Ordinance is supported by the staff report and attachments associated with the Ordinance along with documents on file with the City of Olympia; and

WHEREAS, this Ordinance is adopted pursuant to Article 11, Section 11, of the Washington State Constitution and any other legal applicable authority;

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

Section 1. Amendment of OMC 6.04.050. Olympia Municipal Code Section 6.04.050 is hereby amended to read as follows:

6.04.050 Regulations and violations relating to pet animals

Any person who harbors, keeps, possesses, maintains, or has temporary custody of a pet animal shall be responsible for the behavior of such animal whether the owner knowingly permits the behavior or not. Such person shall violate the terms of this chapter if:

A. Pet animal at large. Such person's dog is at large as defined in Section 6.04.030(D); provided, however, this section shall not prohibit the owner and pet animal from participating in an organized show or training, exercise, or hunting session in locations designated and authorized for that purpose.

B. Nuisance pet animal. Such person's pet animal constitutes a nuisance pet animal as defined in Section 6.04.030(T).

C. Pet animal on public property. Such person's pet animal is on public property such as a public park, beach, or school ground and is not on a leash held by a person who is able to maintain physical control, or proper safeguards have not been taken to protect the public and property from injury or damage from said animal, or the presence of the animal on such property is in violation of additional specific restrictions which have been posted. Such restrictions shall not apply to cats, guide dogs for the visually impaired, service animals for the physically handicapped where being off leash is necessary to the service, or to dogs on fenced areas of public property specifically designated by the City of Olympia as areas for dogs without the requirement of a leash. Pet animals on public property is a civil infraction as defined in Section 6.04.120(B).

D. Injury to a person or animal. Such person's pet animal, domestic animal or exotic animal causes injury to a person or domestic, exotic or pet animal.

E. Failure to possess removal equipment or to remove fecal material. Such person (1) fails to possess in a public park the equipment or material necessary to remove animal fecal matter when accompanying a pet animal, or (2) fails to remove animal fecal material when accompanying a pet animal off the owner's property. Failure to possess removal equipment or to remove fecal material is a civil infraction as defined in Section 6.04.120(B).

F. Failure to sterilize an adopted pet animal. Such person, when adopting a pet animal from the Animal Services Shelter, fails to have the pet sterilized within the time period specified in the written agreement, unless specifically recommended by a veterinarian in writing, or in cases of verifiable placement within a governmental law enforcement agency. Failure to sterilize an adopted pet animal is a civil infraction as defined in Section 6.04.120(B).

G. Failure to provide humane care. Such person fails to provide a pet, exotic or domestic animal with humane care as defined in Section 6.04.030(M). Failure to provide humane care is a misdemeanor as set forth in Section 6.04.120(D).

H. Failure to meet terms of quarantine. Such person fails to accept, perform or to meet the terms of a quarantine notice served pursuant to Thurston County Health Department regulation after an animal has bitten a human. Failure to meet terms of quarantine is a misdemeanor as set forth in Section 6.04.120(D).

I. Menacing behavior. Such person's animal engages in menacing behavior as defined in Section 6.04.030(R). Violation of this subsection is a civil infraction as defined in Section 6.04.120(A).

Section 2. Amendment of OMC 6.04.110. Olympia Municipal Code Section 6.04.110 is hereby amended to read as follows:

6.04.110 Potentially dangerous dog or dangerous dog

A. Classification. The Animal Services Director or designee shall have authority to classify potentially dangerous dogs and dangerous dogs. The authority to classify an animal as potentially dangerous or dangerous is in addition to a civil or criminal penalty as provided in this chapter. The Animal Services Director may find and declare an animal potentially dangerous or dangerous if there is reasonable cause to believe that the animal's action falls within the descriptions which follow. The finding must be based upon the written complaint of a person who has pertinent information and who is willing to testify that the dog has acted in a manner which may cause it to be classified as a dangerous dog or a potentially dangerous dog; and one of the following:

1. Reports on file with Animal Services about previous aggressive behavior by the dog; or
2. Actions of the dog witnessed by any Animal Services Officer or law enforcement officer; or
3. Other substantial evidence.

B. Actions resulting in designation. The following actions may result in the designation as a potentially dangerous dog or dangerous dog.

1. A dog shall be declared potentially dangerous if, unprovoked, it:

- a. Inflicts a bite or bites on a human or a pet or domestic animal either on public or private property; or
 - b. Chases or approaches a person upon the streets, sidewalks, or any public grounds or behaves in a menacing manner or assumes an apparent attitude of attack, or
 - c. Has a known propensity to attack unprovoked, or to cause injury, or otherwise to threaten the safety of humans or pet or domestic animals.
2. A dog shall be declared a dangerous dog when, according to the records of Animal Services, the dog has:

- a. Inflicted severe injury or substantial bodily harm on a human being without provocation on public or private property;
- b. Killed a pet or domestic animal without provocation while off the owner's or keeper's property; or
- c. Aggressively bitten, attacked, or endangered the safety of humans or pet or domestic animals after previously having been found to be potentially dangerous, and the owner or keeper has received written warning.

3. A dog shall not be declared potentially dangerous or dangerous if:

- a. The threat, injury, or damage was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner or keeper of the dog, or
- b. The person was tormenting, abusing, or assaulting the dog or has, in the past, been observed or reported to have tormented, abused or assaulted the dog, or
- c. The person was committing or attempting to commit a crime; or
- d. Another pet animal or domestic animal has entered the property of the owner of the dog without invitation; or
- e. The dog, when on a leash, is responding to attack by another pet or domestic animal whether on or off the owner's or keeper's premises.

C. Declaration as potentially dangerous or dangerous dog.

1. Notice of Declaration. The declaration of a dog as potentially dangerous or dangerous shall be in writing and shall be served on the owner or keeper in one of the following methods, with a copy to the complaining citizen:

- a. Certified mail to the owner's or keeper's last known address; or
- b. Personally; or
- c. If the owner or keeper cannot be located by one of the first two methods, by publication once in a newspaper of general circulation in Thurston County.

2. Contents of Declaration. The declaration shall state at least:
 - a. The description of the dog;
 - b. The name and address of the owner or keeper of the dog;
 - c. The whereabouts of the dog if it is not in the custody of the owner or keeper;
 - d. The facts upon which the declaration of potentially dangerous or dangerous is based;
 - e. The availability of a hearing-review of the declaration in case the person objects to the declaration, provided if a written request for a hearing-review is made within ten days of the date of mailing of the declaration or the date of publication, if the declaration was published;
 - f. The availability of an appeal of the declaration to the animal services hearings examiner, if a written request for such an appeal is filed with the Director within ten days after receipt of the written findings pursuant to the review of the declaration;
 - fg. The restrictions placed on the dog as a result of the declaration of potentially dangerous or dangerous; and
 - gh. The criminal penalties for violation of the restrictions as set forth in Sections 6.04.120 and 6.04.130.

3. Objection to Declaration. If the owner or keeper of the dog or the complaining citizen wishes to object to the declaration of a dog as potentially dangerous or dangerous; ~~they owner or keeper may~~, within ten (10) days of receipt of the declaration, or within ten (10) days of publication of the declaration pursuant to Section 6.04.110(C)(1)(c), request a hearing-review of the declaration by before the Animal Services Director. The hearing-review will be scheduled by the Director or designee within a reasonable time of receipt of the request for ~~a hearing review~~. Pending such ~~hearing review~~, the owner or keeper of such dog shall comply with any restrictions specified in the declaration.

4. ~~Hearing on~~ Review of Declaration.
 - a. If the Director finds that there is insufficient evidence to support the declaration, it shall be rescinded, and no restrictions shall be imposed.
 - b. If the Director finds sufficient evidence to support the declaration the Director may impose the same or different restrictions.
 - c. The designation decision of the Director to rescind the declaration or to affirm the declaration as potentially dangerous or dangerous, and any resulting restrictions, shall be stated in a document containing written findings sent to the owner or keeper of the dog via regular and certified mail return receipt requested, or delivered in person to the owner. A copy of such document shall be provided to the complaining citizen by regular mail, certified mail or personal delivery.
 - d. The owner or keeper of a dog designated as dangerous will be required to obtain a certificate of registration as a dangerous dog pursuant to the provisions of Section 6.04.110(E).

5. Appeal of ~~Decision on~~ Declaration.

a. After the Animal Services Director's review of the declaration, the owner or keeper of a dog that is designated potentially dangerous or dangerous, or the complaining citizen, may appeal the designation made by the Director of Animal Services declaration to the Animal Services Hearings Examiner pursuant to the rules and procedures established by the Hearings Examiner. Joint Animal Services Commission. The owner or keeper of a dog designated potentially dangerous or dangerous must submit a written request for such an appeal shall be filed with to the Director within ten days of receipt of the written findings as specified in 6.04.110(C)(54)(dc).

a. In addition to any other requirements, the written appeal shall contain the following:

(1) A brief statement as to how the appellant is significantly affected by or interested in the decision of the Director;

(2) A brief statement of the appellant's issues on appeal, noting specific exceptions and objections to the declaration;

(3) The relief requested, such as reversal of the declaration; and

(4) Signature, address, and phone number of the appellant, and name and address of appellant's designated representative, if any.

b. Except as provided in this Chapter, the appeal shall proceed in accordance with the provisions established by the animal services Hearings Examiner for appeals.

c. Notice of the appeal hearing shall be mailed to the appellant's address as listed on the written appeal, with a copy to the owner or keeper if the appeal is filed by any other complaining citizen.

d. At the hearing, the scope of evidence and the scope of review shall be de novo.

e. The burden shall be on the animal control authority to prove, by a preponderance of the evidence, that the animal is a dangerous animal or potentially dangerous animal as defined in this Chapter.

f. The Hearings Examiner shall render a decision on the appeal within 30 calendar days following the conclusion of all testimony and hearings and closing of the record unless a longer period of time is agreed to by the parties. The Hearings Examiner may affirm, reverse or modify the decision of the Animal Services Director.

g. The decision of the Hearings Examiner shall be considered final. Decisions by the hearings examiner shall be appealable to Thurston County Superior Court.

b.—The owner or keeper shall be notified of the time and place for the appeal.

e.—While the appeal is pending, the owner must comply with any restrictions specified by the Director in his or her designation. When in a vehicle, the dog must be securely restrained to prevent escape.

d.—The Joint Animal Services Commission may affirm, reverse or modify the findings of the Animal Services Director. The decision of the Joint Animal Services Commission shall be

~~mailed by regular and certified mail return receipt requested to the owner/keeper and complaining citizen.~~

D. Control and confinement of potentially dangerous or dangerous dogs includes:

1. Potentially dangerous dogs.

a. Must be securely leashed and under the control of a person physically able to control the animal when away from the premises of the owner or keeper; or

b. While on the premises of the owner or keeper must be securely restrained by means of a physical device or structure such as a tether, trolley system, or other physical control device or any structure made of materials strong enough to adequately and humanely confine the dog in a manner which prevents it from escaping the premises; and

c. Must be in conformance with other restrictions which may be set forth in the designation classifying the dog as potentially dangerous.

2. Dangerous dogs.

a. Must be securely muzzled and leashed and under the control of a person physically able to restrain and control the dog if the dog is away from the premises of the owner or keeper; or

b. While on the premises of the owner or keeper, the dog must be securely confined inside a locked building, kennel, pen, or other structure having secure sides, bottom, and top, suitable to prevent the entry of young children and designed to prevent the animal from escaping; and

c. Must be in conformance with other restrictions which may be set forth in the designation classifying the dog as dangerous.

E. Certificate of registration as dangerous dog. The Animal Services Director shall issue a certificate of registration to the owner or keeper of a dangerous dog if the owner or keeper presents sufficient evidence of:

1. A proper enclosure to confine the dog, which meets the requirements of Section 6.04.110(D) and the posting of the premises with a clearly visible warning sign that there is a dangerous dog on the property; and

2. A surety bond issued by a surety insurer qualified under Chapter 48.28 RCW, in a form acceptable to the Animal Services Director in the sum of at least \$250,000, payable to any person injured by the dangerous dog, or a policy of liability insurance issued by an insurer qualified under RCW Title 48 in the amount of at least \$250,000, insuring the owner or keeper for any injuries inflicted by the dangerous dog; and

3. Such other identifying information as may be required by the Animal Services Director; and

4. Certification that the owner or keeper is aware of and understands the nature of the dog and the provisions of the law which apply to it; and

5. Payment of an annual registration fee for a dangerous dog in the sum of \$125.00, which shall be in addition to the annual license fee.

F. Violations following a designation as potentially dangerous or dangerous dog penalties.

1. Any potentially dangerous dog that is in violation of the restrictions contained within this section or of restrictions imposed as part of the declaration of potentially dangerous dog may be seized and impounded at the expense of the dog owner. Any dangerous dog that is in violation of the restrictions contained within this section or of restrictions imposed as part of the declaration of dangerous dog shall be seized and impounded at the expense of the dog owner. The owner shall be responsible for paying the costs of impoundment and control of the dog. The Director or his/her designee must serve notice upon the dog owner in person or by regular and certified mail, return receipt requested, specifying the reason for the impoundment of the dangerous dog, that the owner is responsible for payment of the costs of impoundment, and that the dog will be destroyed in an expeditious and humane manner if the deficiencies for which the dog was impounded are not corrected within twenty days, and specifying the appeal procedure for a decision to destroy the animal.

The animal control authority shall destroy the impounded dangerous dog in an expeditious and humane manner if any deficiencies required by this subsection are not corrected within twenty days of notification. The appeal procedure for a decision to destroy the animal is as follows:

a. The owner or keeper of a dog that will be destroyed according to the provisions of this subsection may appeal that decision to the ~~Joint Animal Services Commission~~Hearings Examiner. The owner or keeper must submit a written request for an appeal to the Director within ten days of receipt of the notice referenced in this subsection.

b. The owner or keeper shall be notified of the time and place for the appeal. Failure to appear at the specified time will result in an order by the ~~Commission~~Hearings Examiner affirming the Director's decision.

c. The ~~Joint Animal Services Commission~~Hearings Examiner may affirm, reverse or modify the decision of the Director. The decision of the ~~Commission~~Hearings Examiner shall be sent to the owner or keeper by regular and certified mail, return receipt requested.

2. Any person violating the provisions of this section relating to keeping, securing, or confining of potentially dangerous dogs shall constitute a misdemeanor as set forth in Section 6.04.120(D), unless state law provides for a higher penalty. In addition, the person's potentially dangerous dog may be impounded by Animal Services, at the discretion of the Director of Animal Services, or his or her designee.

3. Any person violating the provisions of this section relating to keeping, securing, or confining of dangerous dogs shall constitute a gross misdemeanor as set forth in Section 6.04.120(E), unless state law provides for a higher penalty. In addition, the person's dangerous dog may be impounded by Animal Services, at the discretion of the Director of Animal Services, or his or her designee.

G. Other dangerous animals. The Animal Services Director or designee shall have authority to classify other animals as dangerous under the same criteria as used in Section 6.04.110(A) for dogs. Such designation will be based on specific actions by the animal such as those noted in Section 6.04.110(B) and the Animal Services Director or designee shall have authority to require the owner or keeper of such animal to take certain actions to control or confine the animal such as specified in Section 6.04.110(C) and (D). Once an animal has been declared potentially dangerous or dangerous, any violations of the provisions of this section will be handled in the same manner as violations under Section 6.04.110(F).

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

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Niehaber

CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City of Olympia

City Council

Approval of Ordinance Amending OMC 5.10.045 Regarding Background Checks for Occupational Licenses.

Agenda Date: 9/23/2014
Agenda Item Number: 4.Q
File Number: 14-0915

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

Title

Approval of Ordinance Amending OMC 5.10.045 Regarding Background Checks for Occupational Licenses.

Recommended Action

City Manager Recommendation:

Move to suspend the rules and approve the ordinance amending OMC 5.10.045 on First and Final Reading.

[Note: 2/3 affirmative vote of Councilmembers present at the meeting needed for approval on first and final reading]

Report

Issue:

Amendments to OMC 5.10.045 add applicants for Adult Entertainment licenses, as defined in OMC 5.15, to those occupations requiring a full criminal background check.

Staff Contact:

Laura Wohl, Police Department, 360.753.8214

Presenter(s):

Laura Wohl, Police Department

Background and Analysis:

The City of Olympia regulates the practice of certain occupations that, by their nature, present a heightened public safety risk to the public. In reviewing applications for occupational permits, the City considers an applicant's criminal history. The proposed amendments to OMC 5.10.045 add occupations in the Adult Entertainment industry to the list of occupations requiring a criminal history check and clarifies how the criminal history will be obtained. In addition, the criminal history criteria that will be considered during the Adult Entertainment licensing process are included.

Options:

The Council may choose to forgo the amendments in which case the criminal history background

checks for Adult Entertainment licenses will be limited and/or voluntarily obtained by the applicant.

Staff recommends Council adopt the Ordinance on First and Final Reading since the next Council business meeting (for usual Second Reading) is in three weeks, October 14.

Financial Impact:

The cost of fingerprinting and criminal history investigations will be charged to the permit applicant. Additional staff time within the Police Department will be required to process the criminal history applications.

ORDINANCE NO. _____

AN ORDINANCE of the City Council amending Chapter 5.10.045 of the Olympia Municipal Code relating to background checks for owners, managers and assistant managers of adult entertainment establishments pursuant to Chapter 5.16 OMC.

WHEREAS, the Washington State Legislature passed Senate Bill (SB) 6288, effective June 10, 2010, which allows the authority of counties, cities and towns to request state and federal fingerprint based background checks of certain individuals. These individuals include license applicants or licensees in occupations specified by ordinance for the purpose of receiving criminal history record information by county, city or town officials and code city officials; and

WHEREAS, SB 6288 amended sections of Chapter 35A.21 RCW, authorizing code cities by ordinance to require a state and federal background investigation of license applicants or licensees in occupations specified by ordinance; and

WHEREAS, Chapter 5.10 of the Olympia Municipal Code, Occupational Permits, was enacted in 2012 to require applicants for occupational permits in certain professions to submit to a fingerprint based background check; and

WHEREAS, in February of 2014, the Olympia City Council adopted Ordinance no. 6894 which, among other things, amended Chapter 5.16 OMC to add owners, managers and assistant managers of adult cabarets to the list of occupations which required background checks; and

WHEREAS, the purpose of this Ordinance is to document the City's authority to conduct state and federal background checks for owners, managers and assistant managers of adult cabarets, and to specifically codify the requirement of applicants for those occupational permits to consent to be fingerprinted; and

WHEREAS, this Ordinance is supported by the staff report and attachments associated with the Ordinance along with documents on file with the City of Olympia; and

WHEREAS, this Ordinance is adopted pursuant to Article 11, Section 11, of the Washington State Constitution and any other legal applicable authority;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OLYMPIA, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Amendment of OMC 5.10.045. Section 5.10.045 of the Olympia Municipal Code and ordinances pertaining thereto is hereby amended as follows:

5.10.045 General Occupational Permit -- Background Checks

A. All applicants for a permit under this chapter or a license under Chapter 5.16 OMC must consent to be fingerprinted for a criminal background check. Pursuant to ~~Chapter RCW 35.21-92035A.21.370~~ RCW, the Chief of Police (or designee) shall cause to have performed a state and nationwide background check of

each applicant at the time of initial application and every third year thereafter, provided the applicant maintains his/her occupational permit continuously during that time.

B. The applicant shall be fingerprinted by the Police Department, which will forward the fingerprints to the Washington State Patrol (WSP) for processing. WSP will conduct a State background check and forward the fingerprints to the Federal Bureau of Investigation (FBI) for a nationwide background check.

C. The application fees for permits shall include the current charges for both State and national background checks and a charge for fingerprinting service. Background check and fingerprinting fees are non-refundable.

D. Upon receipt of the fingerprints and the appropriate fees from the Police Department, the WSP, pursuant to ~~Chapter 35.21.920 RCW~~ RCW 35A.21.370, will compare the applicant's fingerprints against its criminal database and submit the fingerprints to the FBI for a comparison with nationwide records. WSP will deliver the results of the State and national background checks to the Chief of Police (or designee) for use in determining the fitness of permit applicants, as specified in this chapter.

E. In those permit years in which State and nationwide background checks are not required, applicants shall certify as part of their renewal applications, under penalty of perjury, that they have no conditions or offenses which would disqualify or potentially disqualify them from holding a permit under this section.

F. The City reserves the right to cause to have conducted, at its own expense, at will, random spot checks of the backgrounds of permit holders at any time. Applicants are required to consent to such State and nationwide background checks, including the initial and any subsequent at will, random spot checks, as a condition of their application.

G. Applicants may request and receive a copy of the criminal history record information used by the City to determine fitness for a permit under this section, provided such request is made at the time of application. Criminal history record information that is used by the City to determine fitness for permits is not retained after the decision has been made to issue or deny a permit.

H. In rendering a fitness determination, the City will decide whether the record subject has been convicted of (or is under pending indictment for) (a) a crime which bears upon his/her ability or fitness to serve in that capacity; (b) any felony or a misdemeanor which involved force or threat of force, controlled substances, or was a sex-related offense; or (c) enumerated disqualifiers.

~~H~~I. The City shall not be responsible for correcting errors or otherwise amending criminal history record data it obtains from the Washington State Patrol or the Federal Bureau of Investigation for the purpose of making permit fitness decisions. Applicants who seek to amend or correct a criminal history record must

contact the Washington State Patrol for a Washington State record or the Federal Bureau of Investigation for records from other jurisdictions maintained in its file.

Section 2. Ratification. Any act consistent with the authority and prior to the effective date of this amendment is hereby ratified and affirmed.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Ordinance, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Nienaber
DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City of Olympia

City Council

Approval of Recommendation for Use of City Hall Public Art Funds

Agenda Date: 9/23/2014
Agenda Item Number: 6.A
File Number:14-0856

Type: decision **Version:** 2 **Status:** Other Business

Title

Approval of Recommendation for Use of City Hall Public Art Funds

Recommended Action

Finance Committee Recommendation:

The Finance Committee, on a 2-1 vote, recommends \$80,000 for public art at City Hall, the scope to be recommended by the Arts Commission, and \$100,000 to the Municipal Arts Fund.

Arts Commission Recommendation:

The Arts Commission recommendation is the same as the majority Finance Committee recommendation.

City Manager Recommendation:

Move to authorize staff to split the remaining funds (\$180,000) for Public Art associated with the construction of City Hall so that \$80,000 remains for public art at City Hall with the scope to be recommended by the Arts Commission and \$100,000 becomes available for other public art projects.

Report

Issue:

\$180,000 remains of the 1% for Art funds generated by the construction of City Hall. That sum was originally set aside for exterior artwork. Due to budget constraints, the contribution for the \$1 per capita has not been made since 2009.

Staff Contact:

Stephanie Johnson, Arts & Events Program Manager, Parks, Arts & Recreation, 360.709.2678

Presenter(s):

Stephanie Johnson, Arts & Events Program Manager, Parks, Arts & Recreation
Trent Hart, Chair, Olympia Arts Commission

Background and Analysis:

Arts Commission -

At the September 10, 2014 Finance Committee meeting, Arts Commission Chair Trent Hart presented a recommendation regarding funds for City Hall public art: During their June 12, 2014

meeting, members of the Olympia Arts Commission suggested splitting the 1% for Art funds generated by construction of City Hall. The Arts Commission proposed finalizing their request for funds for City Hall Public Art within their presentation of the Municipal Art Plan (MAP).

Finance Committee -

Hearing the recommendation of the Arts Commission, Finance Committee Members Selby and Cooper voted to recommend to Council splitting the fund to keep \$80,000 in the project fund for public art at City Hall and to move \$100,000 to the Municipal Art Fund for other projects. Finance Committee Member Jones voted against the recommendation. He noted City Hall currently has a sufficient representation of public art, and said the funds would best be spent on public art in other areas of the community. The recommendation passed out of Finance Committee on a 2 to 1 vote. Because of the split vote, this item is moved forward to Council for "Other Business" discussion consistent with Council Guidelines.

Neighborhood/Community Interests (if known):

Unknown.

Options:

1. Split the remaining funds (\$180,000) for Public Art associated with the construction of City Hall so that \$80,000 remains for public art at City Hall, and \$100,000 becomes available for other public art projects.
2. Do not split the remaining funds for Public Art associated with the construction of City Hall, keeping \$180,000 for public art at City Hall.
3. Do not split the remaining funds for Public Art associated with the construction of City Hall, directing \$180,000 to become available for other public art projects.

Financial Impact: \$80,000 from 1% for Art funds for City Hall would remain for public art at City Hall and \$100,000 would be transferred to the Municipal Art Fund.



City of Olympia

City Council

Approval of Percival Plinth Project People's Choice Award 2014

Agenda Date: 9/23/2014
Agenda Item Number: 6.B
File Number:14-0917

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

Title

Approval of Percival Plinth Project People's Choice Award 2014

Recommended Action

Committee Recommendation:

Move to approve the purchase of *Illuminated One* by Leo E. Osborne as the 2014 People's Choice Award.

City Manager Recommendation:

Move to approve the purchase of *Illuminated One* by Leo E. Osborne as the 2014 People's Choice Award.

Report

Issue:

Voting has concluded for the 2014 Peoples' Choice Award for purchase of one sculpture among the loaned exhibition along Percival Landing.

Staff Contact:

Stephanie Johnson, Arts & Events Manager, Olympia Parks, Arts & Recreation, 360.709.2678

Presenter(s):

Stephanie Johnson, Arts & Events Manager, Olympia Parks, Arts & Recreation
Trent Hart, Chair, Art in Public Places Committee, Olympia Arts Commission

Background and Analysis:

On May 20, 2014, Council approved the thirteen sculptures recommended by the Arts Commission for the fourth year-long display of loaned sculpture for the Percival Plinth Project. Associated with this exhibition is the public vote known as the Peoples' Choice Award, by which one sculpture is selected for purchase by the City. The period of voting lasted from July 25 (with a public kick-off)- August 31, 2014. All loaned sculptures will be returned in spring 2015 and the popularly selected piece will be moved to City Hall for one year before being reinstalled in another Olympia location. This will leave all plinths cleared for another exhibition and competitive process.

Selected Sculpture

A total of 481 votes were received during the voting period, up from 374 in 2013. Of that, 320 were from Olympia proper (up from 223), and 69 were from Lacey, Tumwater and Thurston County (up from 54). The final 19% of the votes were received from visitors from 22 Washington cities, 17 states and 2 countries.

With 179 votes, *Illuminated One* by Leo E. Osborne was front runner, with *Origami #3 Totem* by Ken Hall coming in as runner up with 71 votes, and *The Night Watchman* by Leon White, holding third with 45 votes. Comments regarding why *Illuminated One* appealed to voters included the quality of craftsmanship, the theme (cormorant is a bird of the PNW), and the variety of texture incorporated into the work.

An image of *Illuminated One* will be displayed as part of the presentation at Tuesday's Council meeting.

Neighborhood/Community Interests (if known):

Public opinion was solicited through public vote.

Options:

1. Move to approve the purchase of *Illuminated One* by Leo E. Osborne. This sculpture is the 2014 People's Choice Award recommendation.
2. Do not approve the People's Choice Award recommendation.

Financial Impact:

The purchase price for *Illuminated One* is \$8,000 and falls within the project budget (\$18,500) for sculpture honoraria, purchase and installation.

[Home](#) » [City Services](#) » [Parks, Arts & Recreation](#) » [Public Art](#) » [Percival Plinth Project](#)

Percival Plinth Project

Navigation

[Public Art](#)

PLINTH noun \ˈplin(t)th\

- 1) In architecture, a plinth is the base or platform upon which a column, pedestal, statue, monument or structure rests.
- 2) On Percival Landing, plinths are the sculpture stands which form the basis of an art and performance promenade along Olympia's waterfront.

People's Prize Competition

Every year, the plinths at Percival Landing host a new selection of loaned sculpture by local and regional artists. A community vote is held and the sculpture that receives the most votes is purchased for permanent display at another location within the City.

Sculpture not awarded the People's Prize is available for purchase at the completion of its exhibition. Please contact the artist directly for purchase inquiries.

How to Vote

To be eligible to vote you must pick up an official ballot at Percival Landing and personally visit each of the displayed sculptures. Ballots may then be submitted at The Olympia Center, the weekend drop-box, or by mail.

View Previous Years Plinth Entries: [2011](#) | [2012](#) | [2013](#)

Loaned Sculpture Currently on Display



Origami #3 - Totem
by **Ken Hall**

Folded and Welded Steel
4th Avenue, East end of bridge
[About the Artist](#)

Art is an endless thing . . . I go to my studio. I do art. It's my song. Sometimes I compose, sometimes I just sing. Its personal; an inquiry; an exploration – it's life. I come from the perspective that, in essence, it all has been done already. As the artist, through my own discovery, I give you my take on something already out there. Whether I find it in nature, on the street, or looking out my backdoor, I look around me and I am excited by endless choices and possibilities. I see potential.

Our emotions remind us of who we are. I don't look to tug on your conscious or push on your sensibilities. My aim is to delight. I have fun. I love the play of light on ground and torch-kissed steel. I look for movement and energy, balance and unity in form. If I get some rhythm going, that's cool too. My work is simple. Visual appeal – where everything belongs and nothing is missing is my intent.

I create functional, decorative, and signature art pieces – working predominantly in steel. Each piece is handcrafted and no two are alike. Finishes vary. Powder-coating and clear coating are popular choices for placement outdoors. The play of light on ground and torch-kissed steel is vibrant and visually exciting. Steel touched by the elements is also quite beautiful.

Contact: 360.455.0341 | ken@solsticestudio.com



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Parks Tweets

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City Calendar

- 09/18** - 5:30 p.m.
[Neighborhood Meeting for Interfaith Emergency Shelter 14-0103](#)
- 09/18** - 6:00 p.m.
[Community Economic Revitalization Committee](#)
- 09/19** - 10:00 a.m.
[Planning Commission Finance Subcommittee](#)
- 09/20** - 09:00 a.m.
[Volunteer Work Party](#)
- 09/22** -
[No Hearing Examiner Public Hearing](#)

→ [View full calendar...](#)

City Updates

COMPREHENSIVE PLAN UPDATE. Olympia's Comprehensive Plan is in the final stages of the update process. You can view the [latest draft](#) or learn more about the process on our [Imagine Olympia](#) page.

APPLY FOR 2015 TOURISM PROMOTION FUNDING. Olympia's Lodging Tax Advisory Committee is accepting applications for 2015 tourism promotion services funded by the city's Lodging Tax. Application deadline is Wednesday, September 24, 4:00 p.m. [Information and form](#).

CAPITAL FACILITIES PLAN. The [2015-2020 Preliminary Capital Facilities Plan](#) is now available for online viewing.

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

MEETINGS. [Agenda and Minutes](#) for City Council and most advisory committees.

Embrace



by **Kevin Au**

Steel

Water Street and 4th Avenue

[About the Artist](#)

“Embrace” –The two spirals twist around each other in an embrace. It combines the beauty of continuous curves and the strength of a wide base tapering upwards towards the sky. The two individual objects entwine with each other, resulting in harmony and unity. The blue color is selected to emphasize the beauty of sky and water.

Having retired from being a surgeon in 2008, I started metal sculpturing as a new hobby in 2009. I enrolled myself in South Seattle Community College and attended classes in metal fabrication. My sculptures are made with sheet metal. So far, I have utilized steel, stainless steel, galvanized steel, and aluminum. I would characterize my works as modern abstract organic. I like to keep the lines simple and fluid. I use computer 3D drafting to design the sculpture and develop patterns from it. The patterns are then transferred to metal, assembled, welded, grinded, and finished.

I have always been interested in assembling things. In my childhood, I would take apart toys and put them back together. In those days in Hong Kong, where I grew up, toys are mostly metal connected with bent tabs. Disassembly and reassembly are well within the grasp of children, as long as the tabs are not bent back too often or too far to risk breakage. As I grew up, I got into carpentry. I soon ran out of projects. There are only so many shelves and tables one can use. In the process, I practiced the process of surface finishing. When I became a boat owner, I sew accessories for my boat. Such things like dodgers, boat covers, wrench covers. As a side interest, I did tailoring. Women dresses are fun to make. All the embellishments show and the finished works brings instant gratification, both for myself and my spouse. Man’s jacket, however, is a pain with too many details like inside pockets that doesn’t even show. By the way, I found tailoring a very good tool for patience training and frustration management. Mistakes made in carpentry is usually in the measuring and cutting. Once cut wrong, the piece is discarded and re-cut. The frustration goes away with the piece that hits the bucket. With tailoring, mistakes are usually in the sewing. Once made, the remedy is to undo the seam without fraying the material. The frustration lasts all the way until the seam is re-done properly. After exposure to such frustrations enough times, one develops a tolerance and patience. Tailoring is in a sense making three dimensional sculptures with flat material, and involves similar skill set as in metal sculpturing. My other creative hobbies include stain glass, glass etching, computer programming and electronic projects. One of my major commitments in terms of time and energy is yacht design. It took me four years to become certified as a yacht designer. In the process, I deal with three dimensional design work and drafting, which has been applied most effectively in my pursuit of metal sculpturing.

I am currently the president of Mercer Island Visual Arts League (MIVAL). My sculptures had been shown at the following venues.

Juried show ALJOYA Mercer Island May, 2011

Shoreline City Sculpture Park 2013

Mercer Island Community center art gallery Juried exhibit, 2nd place winner Sept 2012

Mercer Island Visual Arts League (MIVAL) Holiday show, 3rd place winner Nov. 2012

Evergreen Association of Fine Arts (EAFA) juried open abstract show March 2013

Shoreline City Sculpture Park 2013

Evergreen Association of Fine arts (EAFA) 38th Open Exhibition Nov 2013 – Jan 2014

Contact: 206.232.5977 | kevinau01@gmail.com



Basin of Quenched Fire

by **Bil Fleming**

Reclaimed Sea Bouy and Tractor Cog

Water Street and 4th Avenue

[About the Artist](#)

I am a sculptor who shapes objects from other objects. In French I would be called a “bricoluer.” In Italian my methods might be described as “l’arte d’arrangiarsi.” This translates roughly to the art of making something out of nothing, the art of getting by, of improvisation, of finding a way, of inventing something, of managing (somehow), of self-reliance. Multi-media might accurately, though obscurely, describe my work. Other words descriptive of my work are: syncretic detournement, jugaad, DIY, collage, and hack.

My method of assemblage makes the new from the old. I scavenge nearly all of my materials, I then “deconstruct them” into their separate parts, “sift” them into collections of associated things, and then after much trial and error, patience and sheer epiphany, I (re)construct the collections of parts into something new. I work with a limited number of common tools.

I love to include some aspect of functionality to what I make. My things are at times functional in a strict sense and at other times they function only conceptually. This builds-in interactivity and the intimacy of touch and thought and requires action from viewer/participants before experience of the work is complete. I like to create things that register for viewers on multiple sensory levels.

My choice of materials and topic matter reflects my concern for our effects on the environment and each other. I prefer the immediacy, challenge and integrity of transforming materials at hand and especially those otherwise be cast off as waste or that have become litter in our surroundings – into art. I hope my work will provide some inspiration and impetus for positive change, enlightenment and humor and ultimately transformation. It is this alchemical “lead into gold” intention that imbues my best work.

In the future I will work more in public settings internationally and in larger scale. I received grants allowing me to develop new works – “Achifacts”, while in Yerevan, Armenia for artist residency at AKOS and, in 2012, at Donegal Ireland's Cló Ceardlann Visual Art and Media Workshop. I am developing further international residencies including collaboration with artists in Iran, Ireland, Armenia, and Portugal.

My work is in private and public collections including the City of Seattle Portable Works Collection, The City Zoo, Yerevan, Armenia. The City of Olympia commissioned my recent temporal piece titled “Performance Dishwashing” and the Tacoma Art Museum my Kinetic Bike Sculpture. Other media I explore include inflatable-kinetic-quilted-plastic-film-forms, digital photography/composites, drawing, and printmaking.

Contact: 360.628.3722 | billfleming@hotmail.com



Notches
by **Kevin Au**

Steel
State Street Pavillion

[About the Artist](#)

“Notches” – this combines the grace of the arc with the chiseled edges and the upward point in a single place. The three notches that form the soul of the sculpture could be interpreted in many ways. My favorite is the three blessing of life, Health, Love and prosperity.

Having retired from being a surgeon in 2008, I started metal sculpturing as a new hobby in 2009. I enrolled myself in South Seattle Community College and attended classes in metal fabrication. My sculptures are made with sheet metal. So far, I have utilized steel, stainless steel, galvanized steel, and aluminum. I would characterize my works as modern abstract organic. I like to keep the lines simple and fluid. I use computer 3D drafting to design the sculpture and develop patterns from it. The patterns are then transferred to metal, assembled, welded, grinded, and finished.

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Evergreen Association of Fine arts (EAFA) 38th Open Exhibition Nov 2013 – Jan 2014

Contact: 206.232.5977 | kevinau01@gmail.com



Vertebra: Ocean Verde
by **Dave Haslett**

Stone: NW Olivine (Mt Baker) and Basalt (Moses Lake)

State Street Pavillion

[About the Artist](#)

With patience and humor I find myself confronting the ongoing challenge that each individual stone presents. I have spent many years researching the Egyptian and Mayan cultures. Tapping into their rich source of information has fueled my imagination inspiring me to carve. The execution in hard stone by all ancient master carvers transcends to this day the beauty and form this medium offers. Understanding that stone was either once molten quartz or compressed sea floor brings this ancient earth new meaning.

The Vertebra series relates to bone and its marvelous structural strength and direct interrelated forms. The interlocking strength and beauty of each vertebra forms a strong pillar supporting the head and trunk found in dinosaurs, mammals and birds. The earliest fossilized vertebrates were heavily armored fish from the Ordovician Period 500 million years ago. This vast history and the size and individual vertebra can achieve in a whale are the inspiration for this series.

Contact: 360.376.6957 | dhaslett@orcasonline.com



Emissary
by **Daniel Michael**

Stone

Olympia Avenue Plaza

[About the Artist](#)

The EMISSARY introduces the possibility of parallel universes coinciding in space-time with this moment of consensual reality. We sometimes might notice a flash or flirt of energy as fields of intention come together. Engaging with these opportunities can open our senses and allow engagement outside the predictable causal world. It is such a quantum moment that the EMISSARY now heralds into being.

Contact: teahouseart@gmail.com



Full Curl
by **Rodger Squirrel**

Galvanized Steel

Olympia Avenue Plaza

[About the Artist](#)

I have always been excited and inspired by the geometry of a ram's horn.

The strength and durability of this body part is truly an amazing structure for an animal and critical to its survival. Through study and practice I have found this elemental organic shape to be very satisfying to try to work out in metal. Full Curl is just the beauty of that natural shape extended. Full Curl is made of galvanized steel and practically indestructible.

Contact: 206.450.6664 | metalsquirrel@gmail.com

OPENING (Ring Dance #9)
by **Don Freas**

Steel and Cast Iron



Olympia Avenue Plaza

[About the Artist](#)

I continue to be fascinated by the prospect of gathering a set of elements with no real idea of what they will become. In the case of OPENING/ Ring Dance #9 I had a scrap length of heavy channel iron, and some lengths of three inch and six inch pipe. I sliced these pieces into cross sections roughly an inch long. When the slicing was complete I rounded all the edges to clean them up, and make each element complete! Next came a process of playing with groups of elements until I noticed a form that intrigued me. This time it was an arrangement of six or eight of the "staple" form cut from channel iron. When attached in a certain way they formed an entrancing sequence. I made eight of these forms. Two became PLAY/ RING DANCE #6, which left six more hanging around the studio for a few months!

Finally I began playing with those remaining structures. I connected them into a wing like arrangement, and then began adding rings. Once the "headpiece" was complete, I began looking for a way to hold it up for viewing. I had a couple of curving segmented sections from salvaged sprinkler pipe, so those became the post. Then I bolted that tree-like structure to a cast-iron table base, drilled for bolting to concrete—or a plinth! I had no idea where I was headed, so I just set out. There were many turns. You're looking at where I landed!

Contact: 360.357.2850 | don@donfreas.com



The Night Watchman

by **Leon White**

Bronze

South of Harbor House

[About the Artist](#)

When creating any of my stone sculptures, it is the stones shape and color that dictates what the sculpture will be. Among the inventory of stones collected over the years, I will choose one and slowly roll it around in various positions until some ideas may occur. I try to use every bit of the stone as possible, taking advantage of protrusions, curves, etc. This pondering of "What will it be?" can and often does take up a lot of time engaging with the stone. As we sculptors say "Speaking with the Stone" until it tells us what it wants to be.

As stones get compressed, pushed around, buried, unburied over millennia, they get a skin on them. An example is the skin on an orange. You peel this off to get to the good part. This skin is usually crusty, flaky, ugly, and not carve able. Sometimes the skin may be beautiful and may be the focal point of the sculpture? I often try to incorporate some of the skin as part of my finished sculpture.

As with "The Night Watchman" the stone wanted to be an owl. As I started carving the main body and liked the flow and stylized design, I decided to leave the white skin as a textural representation of the wing feathers. This made an interesting contrast to the highly polished black limestone of the body.

When the owl was finished, "How was I going to mount it?" I had this piece of pipestone around for some time. While moving it, I noticed how this resembled a fence post. It would have looked nice with the stone straight up, but cliché. I decided to mount the pipestone at an angle to create a pleasant a visual flow and which added character to the owl. As standing vigilant to observe all if it's surroundings.

While creating nice pieces of artworks, out of many, one may stand out to be special? This was the case with "The Night Watchman". It had garnered several National and International Awards. In one of the most prestigious competitions it was chosen as the Top Thirty from over Fourteen Thousand entries worldwide!

This sculpture is an indoor piece. Collectors wanted to purchase it for their outside gardens. Not all stones can be outside. Some will deteriorate in no time with the changing elements. This led to producing a small Limited Edition of Ten in Bronze. Usually bronzes are in editions 30, 50, or higher. I wanted to keep this sculpture edition unique.

Contact: 206.922.324 | leonwhitestudio@comcast.net

Viking Bot

by **Steve Jensen**

Repurposed Rail Nails



Near Harbor House

[About the Artist](#)

My best friend Sylvain did a drawing of a boat. When he gave it to me, he asked if I would make a carved boat for his ashes when he passed. He died a month later and I carved a boat as close to Sylvain's drawing as possible. My mother came to Sylvain's funeral and was so moved by the boat I had made for Sylvain that she wanted my father's remains placed in a similar vessel when he passed. Since he was a Norwegian fisherman and boat builder, we buried the boat at sea, like a Viking funeral. Two years later when she passed, I created a boat for her and buried it at sea with my father. The day before John, my partner of twenty years, passed, he asked me to make a boat for his ashes. His wish was to be buried at sea with my parents. In the course of eight years I had tragically lost and buried everyone close to me.

Since that time I have created funeral boats for friends, family and pets. Art school never prepared me to work with human or animal ashes, but I feel honored to be asked and to have this opportunity. When I work with them, I feel transformed to another time or another place, an artist who has been asked to be both craftsman and mortician.

I began the Voyager Series to help me deal with my own grief and loss, and with hope to provide relief for others dealing with their own sorrow. I made this work as personal as possible because death is such a sensitive subject for many people. I felt that by exposing myself and my family, the viewers of this work might feel more at ease. Hopefully, for those who may be dealing with their own personal grief and loss, perhaps solace and insight can be found in this series.

I created the boats in this series approximately the same size as the actual boats used for burial. Carved in wood, painted, or sculpted, this work is a direct result of these experiences. Death is the one final thing we all have in common. The universal image of a boat in many cultures and civilizations symbolizes a voyage, perhaps the voyage to the "other side", or the journey into the unknown.

Contact: 206.323.8020 | jensenstudios@aol.com



Dignity in Labor
by **John Vanek**

Repurposed Metal

North of Harbor House

[About the Artist](#)

My medium is welding found objects, mostly steel and iron. I started in 2003 by making figures with railroad spikes and wall hangers from bicycle chain wheels, both of which I have sold at Arts Walk. Since that time I have created several commissioned works ranging from a free form bicycle sculpture to a fisherman and herons. My works have been exhibited at the Earth Artisan Gallery in Tenino, the Hubbub Gallery in Centralia, the Whirligig Gallery in Olympia, and Steppe Cellars Winery in Zillah. In addition three of my original lamps have been featured at the Light Show in Missoula, Montana. I also donated sculpture pieces to fund raising auctions including Left Foot Organics, State of Washington Combined Fund, and the Bicycle Alliance of Washington.

Contact: 360.786.8067 | vanx@comcast.net



Illuminated One
by **Leo E. Osborne**

Bronze

North of Harbor House

[About the Artist](#)

While living on the Maine Coast in the 1980's I began creating sculptures in bronze. The magnificence and power of the 'shag' or cormorant always inspired me as I watched them during the seasons on the Atlantic waters. I was moved to sculpt my first one as The Cormorant Master in 1985.

In 2005 I was requested by the National Wildlife Art Museum of Jackson, Wyoming to create a special sculpture for the Wildlife Art For A New Century Exhibition. My choice was to create in wood the unique work, ENLIGHTENED ONE, which became the original from which the mold was made for the bronze limited edition.

The story of this sculpture relates to the fact that in Japan and China it is common for a fishing village to use Cormorants as fisher birds. This is a very old tradition and the lives of these birds are of great reverence to the Oriental society.

These birds are taken such good care of that fisher families will take their birds to breeding islands where they will mate and bring new young into the family. The symbiosis of man and bird is very apparent and very spiritual as well as being a fundamental part of local livelihoods.

When a bird is fishing it has a metal ring slipped over its head and a cord attached that will guide the bird back to the fisherman's boat. When the bird returns with a fish in its mouth the fisherman takes the fish and lets the bird go for another dive. When the fisherman is satisfied with his catch, he takes the ring off the bird and lets it go down for its own meal of fish that it can then swallow now that the ring is off its neck.

The ILLUMINATED ONE is the metaphor illustrating how a mature bird has recognized its honored place in the community of fishermen families and society. It no longer requires the ring around its neck. This enlightened bird now fishes without a ring and yet brings back the catch to the fisherman without eating it. When done fishing the bird gets its meal at its own discretion without the fisherperson having to work the bird.

This is the position of an enlightened being who has found their own sense of community and are working towards the betterment of all and has surrendered to the co-creation of society and the fact that we are all dependant upon one another for survival in this world.

Contact: 360.293.4685 | milkwoodstudio@hotmail.com | www.leosborne.com 



Figure in Motion
by **Hugh Buchholz**

Bronze

North of Harbor House

[About the Artist](#)

I am a retired structural ironworker...

Being familiar with metal

My first sculptures were of steel...

then on to bronze...

I also enjoy

printmaking and painting...

watercolors and acrylic...

In my sculptures and paintings

I try to convey strength and power

with

forceful lines and curves...

sometimes it works...

and sometimes...

Contact: 208.371.6691 | hughbuchholz1934@gmail.com

Questions?

Contact Stephanie Johnson, **360.709.2678** or sjohnso1@ci.olympia.wa.us

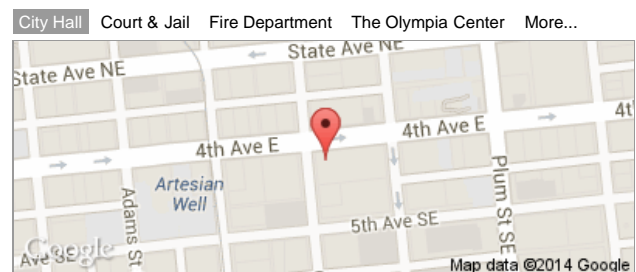
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City of Olympia

City Council

Briefing on the Urban Septic Assessment Project

Agenda Date: 9/23/2014
Agenda Item Number: 6.C
File Number:14-0798

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

Title

Briefing on the Urban Septic Assessment Project

Recommended Action

Committee Recommendation:

Not referred from Committee

City Manager Recommendation:

Receive information about work completed to date and consider potential future directions.

Report

Issue:

Update City Council on work completed by the regional work group. Prepare for Councilmember Langer's participation in the LOTT Clean Water Alliance annual retreat and the related agenda item.

Staff Contact:

Andy Haub, P.E., Water Resources Director, 360.570.3795

Presenter(s):

Sue Davis, Thurston County Environmental Health

Lisa Dennis-Perez, LOTT Clean Water Alliance

Andy Haub, P.E., Water Resources Director

Background and Analysis:

The 16,000 onsite septic systems in use by residents of the three local cities and their urban growth areas pose a threat to public and environment health. However, converting onsite systems to municipally-operated sewer systems is financially challenging for residents, the local cities, and Thurston County.

Onsite septic systems are used effectively in rural settings. The growing conflict between onsite septic system use and our increasingly urban landscapes has become a recognized problem. In June 2011, elected officials of the four local jurisdictions participated in a "Septic Summit" convened by the LOTT Clean Water Alliance. Technical presenters at the summit explained how septic systems work and why the systems create public health risks when used to serve contemporary urban land use

densities. Participants at the summit recognized the problem and encouraged staff of the four jurisdictions to work together to develop potential regional options for reducing our reliance on septic systems. Conveying sewer to water quality treatment facilities through municipal sewer systems is preferable in urban settings. The minutes from the Septic Summit provide a summary of the discussion (attached).

Staff from the four local jurisdictions and the LOTT Alliance have worked since 2011 to better understand our options. The distribution of septic systems in the urbanizing area and their associated risks to both groundwater and surface water has been further evaluated and refined. Regional staff have researched programs implemented by other municipalities in the United States to convert onsite systems to sanitary sewer. Legal and financial consultants have helped define opportunities, constraints, and implications. During September, staff is sharing findings of the work effort with their respective elected officials.

Olympia's "Septic to Sewer" Program

The City of Olympia recognized the challenges associated with onsite septic systems in the Council-adopted 2006 Wastewater Management Plan. The Plan restricted the installation of new onsite systems and initiated the Wastewater Utility-supported "Septic to Sewer" conversion program. The program provides staff support, financial incentives, and capital project funding for individual residents and neighborhoods interested in converting to municipal sewer. A link to the City's webpage regarding Septic to Sewer Conversions is attached.

The City's "Septic to Sewer" program provides residents with an effective avenue to discuss and understand their onsite system and the City's sewer system. Very few new onsite systems have been installed in Olympia since 2006. Between 2009 and 2013, residents choose to connect to sewer at an average rate of 17 systems per year. Unfortunately, only 5 residences have elected to connect to sewer in 2014.

LOTT Alliance Upcoming Discussion

The LOTT Alliance Board of Directors will discuss the outcomes of the urban septic assessment project and potential next steps during their annual retreat on September 27th. Olympia Councilmember Langer is Chair of the Board of Directors. The retreat discussion will address potential next steps including regional coordination, level of response to the problem, and the need for a second Septic Summit.

Neighborhood/Community Interests (if known):

Onsite septic systems have public and environmental health implications to our community. Approximately 1,980 septic systems are used within the City limits. Another 2,180 are located in the Thurston County/Olympia Urban Growth Area. Converting onsite systems to municipal sewer is complex and costly.

Options:

N/A

Financial Impact:

None at this time.

Home > City Utilities > Wastewater > Septic to Sewer

Septic to Sewer

Featured Links

→ [Wastewater Management Plan](#)

Navigation

[Wastewater](#)

→ [Septic to Sewer](#)

→ [STEP Information](#)

feedback

Get Connected

There are 1,900 septic systems within the Olympia city limits and an additional 2,250 located within the City's urban growth area. Septic systems have limited life spans and frequently fail, impacting the environment and the community's water quality.



The City offers a variety of incentives to encourage and assist property owners who may be interested in converting from an existing septic system to public sewer.

See the Frequently Asked Questions below for more information.

Frequently Asked Questions

What costs are involved in converting from septic to sewer?

There can be four major costs in converting from a septic system to sewer service: the public sewer infrastructure, side sewer construction, septic system abandonment and connection fees. The estimates shown are approximate costs for connection in 2014, and should be adjusted accordingly for later years.

Public Sewer Infrastructure - if not existing: \$15,000-\$25,000+

This cost depends on whether a public sewer is adjacent to your property and suitable for your use. A public sewer is usually eight inches or more in diameter and may be located in a street or a sewer easement through private property. If public sewer is available, you may owe a reimbursement (called a latecomer's charge) to the installer of public sewer facilities such as pump stations and pipes serving your property. You also might be required to extend the public sewer pipe, at your expense, across all frontages of your property if it is not installed there already.

If no public sewer is available, you would be responsible for extending the public sewer from the end of the City's existing system to and along the frontage of your property prior to making a connection. The cost to extend a sewer pipe varies, depending on the length of the project, difficulty of the terrain, soil type, need to acquire easements, the amount of engineering work required, pipe and backfill materials specified, methods of construction employed, and surface restoration requirements. In rare cases, you may also owe a latecomer's charge as described above. Construction of a public sewer requires permitting and inspection by the City's Community Planning and Development Department at **360.753.8314**. To receive a permit, you would be required to submit design plans, conforming with the City's Engineering Design and Development Standards, for review and approval.

The cost of a sewer extension project can sometimes be shared with your neighbors who also would benefit from the availability of a sewer adjacent to their properties. Longer, shared sewer projects allow for an economy of scale in design and construction that reduces the cost per property, as compared to each property owner sequentially installing a separate, smaller sewer extension project. The City will be constructing a limited number of neighborhood sewers in priority areas.

Side Sewer Construction: \$3,000-\$10,000

A side sewer is a four- to six-inch diameter pipeline that runs from your house to the public sewer. The property owner is responsible for constructing and maintaining the side sewer. A design that allows wastewater to flow via gravity from your house to the sewer is preferred. However, the City may allow the installation of an individual privately owned residential grinder pump if elevations don't permit a gravity flow system. A portion of this sewer (known

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City Calendar

- 09/18 - 5:30 p.m. [Neighborhood Meeting for Interfaith Emergency Shelter 14-0103](#)
- 09/18 - 6:00 p.m. [Community Economic Revitalization Committee](#)
- 09/19 - 10:00 a.m. [Planning Commission Finance Subcommittee](#)
- 09/20 - 09:00 a.m. [Volunteer Work Party](#)
- 09/22 - [No Hearing Examiner Public Hearing](#)

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City Updates

COMPREHENSIVE PLAN UPDATE. Olympia's Comprehensive Plan is in the final stages of the update process. You can view the [latest draft](#) or learn more about the process on our [Imagine Olympia](#) page.

APPLY FOR 2015 TOURISM PROMOTION FUNDING. Olympia's Lodging Tax Advisory Committee is accepting applications for 2015 tourism promotion services funded by the city's Lodging Tax. Application deadline is Wednesday, September 24, 4:00 p.m. [Information and form](#)

CAPITAL FACILITIES PLAN. The [2015-2020 Preliminary Capital Facilities Plan](#) is now available for online viewing.

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

MEETINGS. [Agenda and Minutes](#) for City Council and most advisory committees.

as a sewer lateral) may have been stubbed out from the public sewer to your property when the sewer main was constructed. Property owners may do work on their own property, but construction within the public right-of-way or City easements requires hiring a licensed contractor registered with the City.

The existing pipeline from the house to the septic tank may be used as part of the new side sewer only if it is a minimum of four inches in diameter. A side sewer is then constructed the rest of the way (sometimes wrapping around the house) to the public sewer. Alternatively, plumbing beneath the house sometimes can be redirected toward the public sewer so as to avoid having to construct a pipeline around the house. The cost is highly variable depending on the side sewer length, terrain, surface conditions, as well as the need for a pump. These costs are paid directly by the property owners to the contractor they hire at the time the work is done.

[Septic Tank Abandonment: \\$1,000](#)

The Thurston County Environmental Health Program (TCEH) requires that septic tanks be properly abandoned when no longer needed. The existing side sewer as well as the installation of the new side sewer must be completed, inspected and accepted before the existing septic tank is removed from service and abandoned. The abandonment process involves obtaining a permit from TCEH; having the tank pumped out one last time; removing and disposing of the lid or crushing the lid and using it to fill the tank; and filling the empty septic tank with compacted earth, gravel or sand. Specific requirements for septic tank abandonment can be obtained from TCEH at www.co.thurston.wa.us/health/ehoss/.

[Connection Fees: \\$5,300-\\$10,600*](#)

The City collects a number of fees for permits, inspections and providing collection system and treatment plant capacity. These fees are due prior to connection to a public sewer.

- LOTT Capacity Development Charge: \$4,925
- City Wastewater GFC: \$0** or \$3,342
- Permits for Sewer Connection: \$147-\$2,100
- Septic Abandonment Permit: \$230

**The City Wastewater GFC is waived per OMC 13.08.205(C) for properties with an existing septic system that connect to the sewer system within two years following notice of sewer availability.*

[Are there loans or grants available?](#)

There are various loan and grant programs available through the City of Olympia and Thurston County with differing requirements. Learn more about each below.

- [Owner-Occupant Rehab Program](#)
- [Investor Owned Rehab Program](#)
- [Thurston County Septic System Repair Assistance](#)

[Will I be required to connect to the public sewer system?](#)

Currently, if your property is within 300 feet of an existing gravity public sewer or adjacent to an existing STEP (septic tank effluent pump) sewer, the City will require you to connect to the sewer when your existing system fails or if you are making improvements to your home that would require an expansion of your septic system. The City does not plan to make the conversion of properly functioning septic systems to the public sewer system mandatory. That may change if recovery plans developed by the State of Washington identify the conversion of septic systems as a required action to clean up impaired water bodies within the City of Olympia.

[Why convert from a Septic system to Sewer service?](#)

- **It may be required.** If your property is within 300 feet of an existing gravity public sewer or directly adjacent to an existing STEP sewer, the City will require you to connect to the sewer when your existing system fails or if you need to expand your septic system to make substantial improvements to your home.
- **Increased market value/ marketability.** Converting from septic to sewer can increase the market value of your property. Also, since septic systems are unpopular with many homebuyers, a home with septic may be less marketable at time of sale, as compared to similar properties with sewer connections.
- **Expansion options.** A septic system may limit the ability to expand your house or build over portions of your property.

[How much are monthly sewer rates?](#)

Once connected to the public sewer system, a property owner is required to pay a monthly sewer utility bill. This bill covers the operation and maintenance costs for collection,

treatment, and disposal of wastewater, and renovation of the sewers and wastewater treatment facilities. The 2014 sewer rate is **\$54.29** per month. Sewer rates are set by City Council and the LOTT Cleanwater Alliance annually. State law requires customers to be notified in advance of future increases and allowed an opportunity to be heard and protest.




[Is there an existing sewer available for me to connect to?](#)

More than 600 properties currently served by septic systems are adjacent to and eligible to connect to a public sewer. You can reference this [Sewer Infrastructure Map](#) to see if sewer service may be available in your neighborhood.

To determine the actual availability, restrictions, and requirements for connection to the sewer contact Wastewater Utility staff at **360.753.8562** or publicworks@ci.olympia.wa.us

[How do I connect to public sewer when one is available?](#)

When an existing public sewer is available, or a new sewer extension has been constructed follow the steps in appropriate guide below to connect to the public sewer.

- [Gravity Sewer Service Connection](#) 
- [Grinder Pump Sewer Service Connection](#) 
- [STEP Sewer Service Connection](#) 

If you are not sure which type of service applies to you, please contact Wastewater Utility Staff at **360.753.8562** or publicworks@ci.olympia.wa.us

[What incentives does the City offer for converting from septic to sewer?](#)

- **Waiver of the City Wastewater General Facilities Charge (GFC):** This incentive is intended to motivate the owners of properties where the sewer is currently available as well as properties benefiting from sewer extension projects to connect to the public sewer. The City's GFC (\$3,199 in 2013) will be waived for properties that abandon a septic system and connect to public sewer within a 2-year time period following formal notification of sewer availability. The City will notify property owners by mail when the sewer becomes available and when the GFC waiver will expire for their property. If you know that the sewer is currently available to your property, there is no need to wait for notice from the City to benefit from the GFC waiver.
- **Special Sewer Connection Charge:** Properties converting from a septic system as a result of a neighborhood sewer extension project are eligible to pay their apportioned infrastructure cost through a "special sewer connection charge" to be billed by the City. The charge will only be applicable to the payment of public infrastructure costs. The charge is a flat monthly sum collected over a period of time the length of which would vary based upon the amount due (including interest based upon the bonded rate or the Consumer Price Index). The fixed monthly payment amount is based on the year the payments begin, with a base amount of \$200 set in 2009, adjusted each year based on the Consumer Price Index. Property owners will enter an agreement with the City that places a lien against the property for the apportioned cost and agreeing to pay the special charge monthly. Payment in full at the time of a property sale is required. Use of this payment plan is optional.
- **Fixed estimate of Project Costs:** If a property within a neighborhood sewer extension project area connects to the sewer within one year of project completion, the property owner will pay the apportionment infrastructure cost based on the lesser of either the estimated or actual cost of construction. This is intended to help property owners plan for financing.
- **Discount on Public Sewer Cost:** This incentive is also available only in conjunction with a neighborhood sewer extension project as described above. The City will discount public infrastructure apportionment infrastructure costs, over a threshold value, by 50%. (For example, if the infrastructure costs were \$30,000 and the threshold value were \$20,000, the City would reduce the cost recovery by \$5,000 or half of the cost over \$20,000.) The threshold value was \$20,000 in 2009 and is adjusted annually for inflation.

[Can sewer be extended to my neighborhood if not currently available?](#)

The City of Olympia, like most utilities, has long had the policy that development pays for the installation of utilities. Typically, a developer or one or more property owners working together have financed public sewer extensions in the City of Olympia. However, the City is constructing a limited number of Neighborhood Sewer Extension Projects as part of its Septic to Sewer program.

Sewer Extension Financing Scenarios

- **Developer:** In the case of an established neighborhood with septic systems, the original developer may be long gone, but sometimes a new developer needs to build a sewer through the neighborhood to get to an undeveloped site. If it is affordable, the developer may use private funding to build the new public sewer extension and potentially have the

City collect a reimbursement from property owners of existing homes when they connect to the new sewer main. The reimbursement amount would be a proportional share of the cost of constructing the new sewer main.

- **Other Private Installers:** Much like a developer, one or more neighbors can pool their private funds to construct a new sewer main to serve their properties. Again, the City may collect a reimbursement from other property owners when they connect their homes to that new sewer main and disburse the funds to the original installer(s).
- **City:** See Neighborhood Sewer Extension projects below.

[What is a Neighborhood Sewer Extension Program?](#)

The City has funding available to construct a limited number of neighborhood sewer extension projects. Property owners that choose to connect with a new sewer project will be required to reimburse the City some portion of the cost of constructing the sewer infrastructure. In neighborhoods selected for a sewer extension project, the City will:

- Provide a fixed cost up front prior to construction to help property owners prepare for financing;
- Provide a payment plan (\$200 per month) for properties that connect to the sewers that are constructed, and;
- Cover payment of half of the sewer infrastructure cost over \$20,000.

Neighborhood sewer extension projects will be selected based on the following criteria:

- Neighborhood interest and commitment;
- Occurrences of septic system failures;
- Proximity to surface water and wellhead protection areas; and
- Conditions which contribute to the likelihood of system failures as as the age of septic systems, poor soil conditions, and shallow groundwater.

The City continues to seek neighborhoods interested in sewer extension projects. The key factor in selecting a sewer extension project will be the neighborhood's level of interest and commitment. Sufficient interest is needed to make a project cost effective and successful.

[How long does it take to design and construct a sewer extension?](#)


Most public sewer mains can be designed and completed within a year. If significant street repaving is involved, that work may be delayed until the weather is warm enough to allow the paving materials to be installed properly.

In urgent situations (e.g. septic failure), a public sewer can be designed and constructed in less than three months.

[Can I access the public sewer through my neighbor's property?](#)

A property's side sewer should connect to the sewer main in the street on which the property fronts. To facilitate the orderly extension of sewer mains, a side sewer may not extend across an adjacent property to connect to a sewer main. There are some extraordinary circumstances, particularly where sewer mains are located within easements and not the right-of-way, in which side sewers may be permitted to be installed within easements across adjacent properties.


[How can I prolong the life of my septic system and prevent failure?](#)

Maintenance is key to preventing the failure of your septic system. If your system has been properly designed, sited, and installed, the rest is up to you. Pump regularly, avoid excess water use, and watch what you put down the drain and flush down the toilet. For more operations and maintenance tips, visit the Thurston County Environmental Health Program's website at www.co.thurston.wa.us/health/ehoss/ .

Signs of a failing septic system may include slow draining toilets and drains, an odor of sewage, and wet areas on or near the drain field.

Questions?

Contact Wastewater Utility Staff at **360.753.8562** or email publicworks@ci.olympia.wa.us

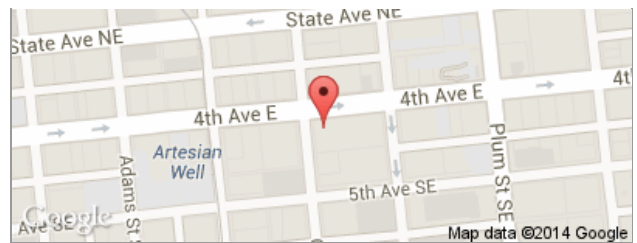
Note: The Thurston County Environmental Health Program (TCEH) is the agency responsible for permitting septic systems throughout Thurston County including within Olympia's city limits. For information about maintenance, expansion, enhancement, replacement or abandonment of septic systems call 360.867.2673 or visit www.co.thurston.wa.us/health/ehoss/ .

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Summit for Elected Officials: Water Quality and Septic Systems

June 29, 2011

Summary

On June 29, 2011, fifteen elected officials from the cities of Lacey, Olympia, and Tumwater, and Thurston County gathered to discuss septic systems and related impacts to our local water resources. The goals of the summit were to develop a common understanding of key issues associated with on-site septic systems in high density areas and the scope of these issues in our communities; review existing policies and programs related to septic systems and their conversion to the sewer system; examine the effectiveness of those existing policies and programs; and determine if there is interest in developing a cooperative or collective approach to addressing the issues.

Through several presentations, the group learned about the key issues associated with on-site septic systems and existing policies and programs in place related to septic system conversion to the sewer system. They then discussed the effectiveness of those existing policies and programs and their interest in developing a cooperative or collective approach to addressing the issues. Discussion was facilitated by Michael Pendleton, Pendleton Consulting.

Sue Davis, with Thurston County Public Health and Social Services Environmental Health Division, provided an overview of key issues in Presentation 1: Water Quality and Septic Systems. She reviewed how septic systems work, including the fact that they are an effective means of wastewater management when used in areas of rural density and appropriate soils. However, septic systems are also used in urban areas of high density and in porous soils that provide little treatment to septic effluent. Within the city limits of Lacey, Olympia, and Tumwater, there are nearly 5,000 septic systems. In their associated urban growth areas, there are another 9,000 septic systems. Many of these 14,000 septic systems were intended as temporary measures, to serve urban or future urban areas until connection to the regional sewer system could be made, but conversions rarely take place. On many lots, areas intended to accommodate future repairs of septic systems are used over time for sheds, patios, and other purposes, limiting the effectiveness of repairs when they are eventually made. In addition to existing systems, new septic systems continue to be permitted and installed.

The cumulative result is significant volumes of largely untreated effluent flowing unimpeded through the area's porous soils to groundwater aquifers and, eventually, to surface waters. Hot spots of nitrate contamination in our local groundwater aquifers exist in each of the jurisdictions, and can largely be attributed to input from septic systems. While septic system effluent represents about 20% of the volume of all local wastewater, it contains roughly 75% of the total nitrogen loading from wastewater. This contamination threatens private and municipal water supplies and has led, in some cases, to abandonment of drinking water wells. Contamination also degrades local lakes, causing eutrophication – the overgrowth of algae that chokes water bodies, robbing oxygen from aquatic life and impacting recreational use. Septic effluent also makes its way to streams and rivers, carrying fecal coliform and nutrients like nitrogen to our marine waters, which impacts shellfish harvesting and contributes to low oxygen levels that threaten marine life.

In the discussion that followed Presentation 1, elected officials reiterated their understanding of the issues. Attention focused on local shellfish protection districts in recent years has made it clear that failing septic systems that leak or pool effluent at the surface need to be repaired, replaced, or connected to sewer. Less obvious are the problems caused by septic systems that are functioning, but contributing to the contamination of groundwater and surface waters. While

it is more of a challenge to identify those septic systems that are contributing to the problem in porous soils, because they appear in most respects to be working (i.e., there is no septic effluent pooling at the surface), data regarding soil types and increasing nitrogen levels in water bodies can be used to help identify problem areas. There is a significant correlation between contamination and areas of high density development served by septic systems. However, conversion of septic systems to sewer is extremely expensive. Homeowners may not be willing or able to shoulder the cost of conversion. In some cases, they may have already incurred significant costs to repair or replace their septic systems and cannot afford to make further investments. In others, it is difficult for them to accept that conversion is needed, since their systems may be, or appear to be, functioning as they were designed.

In Presentation 2: Existing Policies and Programs, a panel of staff experts from the four local governments and LOTT provided an overview of the current approach to converting septic systems to sewer and issues involved in conversions. Rich Hoey, Olympia Interim Public Works Director, presented the overview, supported by Scott Egger, Lacey Public Works Director; Jay Eaton, Tumwater Public Works Director; Art Starry, Thurston County Environmental Health Director; and Karla Fowler, LOTT Environmental Policy Director. Each of the jurisdictions requires connection to the sewer system by new development and those with failing septic systems if sewer is available within a certain distance. For existing development, the need to connect is generally triggered when a homeowner needs to correct a failing septic system, provided they are within relative proximity to a sewer utility line. Although the County Board of Health can require connection for groundwater or surface water pollution, this trigger is difficult to implement for septic systems that otherwise work properly. The existing framework addresses each septic system individually, without notification to other property owners who may need to or wish to convert. This often results in repair or replacement of septic systems, in lieu of conversion, due to the high cost of extending the sewer lines to the property.

The cost of conversion includes extension of the main sewer lines, installation of a lateral side sewer line, septic tank abandonment, LOTT and city connection fees, and permits. Examples of recent conversion project costs are nearly \$40,000 per property in the Hillview neighborhood in Olympia and \$47,000 per property in the Woodland Creek Estates neighborhood in Lacey. The City of Olympia's "Septic to Sewer" program offers incentives to property owners to help with conversion costs. This is a voluntary program affecting both individual connections and neighborhood sewer extensions, of which Hillview is an example. For these sewer extensions to be successful, a significant financial commitment is required from most of the residents in the participating neighborhood.

In discussion following Presentation 2, the group acknowledged that the current framework may not be sufficient for resolving the challenge of needed conversions. Alternative policies and financing mechanisms may be needed. In general, conversions are currently addressed one system at a time, rather than at the neighborhood scale where significant improvements in water quality and economies of scale can be made. Some elected officials feel a sense of urgency – the issue of water quality degradation from septic systems in high density areas was recognized over 20 years ago; the problem has only gotten worse over time and costs to correct the problem continue to rise. While it is true that conversion costs are high, there are benefits to conversions in terms of economic, environmental, social, and public health factors. Fairness and equity issues need to be explored further. The cost of conversion is generally carried by the individual property owner, but improvements in water quality from that conversion benefit the entire community. At the same time, a new connection to the wastewater system represents "growth" in the demand for system capacity, whether it is from new development or from conversion of an existing septic system, and community values have repeatedly emphasized that growth should pay for its impact to the extent feasible.

Next Steps

In general, the group agreed that this complex issue needs to be addressed and would benefit from a regional approach, given the common interest the jurisdictions share in improving groundwater and surface water quality and protecting public health. It was also clear that this issue could not be resolved in a single meeting. It was proposed that the LOTT Clean Water Alliance should serve as the lead to examine alternatives for a regional approach and eventually reconvene the elected officials for a second summit to examine those alternatives.

It should be noted that neither LOTT nor the city wastewater utilities gain from the conversion of septic systems to sewer, as the revenue from connection fees and monthly service charges of new customers is offset by the need for additional infrastructure, treatment capacity, and ongoing operation and maintenance costs. However, the cities and LOTT have a responsibility to serve these customers within the UGAs upon their eventual conversion. It should also be noted that LOTT has a particular interest in improving and protecting water quality in both our marine waters and groundwater, as LOTT's long-range management plan is dependent upon the continued ability to discharge final effluent to Budd Inlet and Class A Reclaimed Water to groundwater recharge basins. LOTT is a regional entity with Board of Director representation from each of the four partner governments, supported by a Technical Subcommittee made up of the Public Works Directors, or other designee, of each of the jurisdictions. This framework, along with LOTT's interest in improving water quality, will help in facilitating next steps.

Over the next several months, the planning committee for the summit, comprised of staff members from Lacey, Olympia, Tumwater, Thurston County, and LOTT, will assume the role of a work group to explore possible alternatives. The work group will present their findings to the LOTT Technical Sub-Committee, which will make recommendations to the LOTT Board of Directors for their review and input. The findings will then be presented to the elected councils or commissions of each jurisdiction to gather their feedback. Elected officials of the LOTT partner governments then will be asked to reconvene for a second summit on this topic.

LOTT-Partner Elected Officials in Attendance:

Virgil Clarkson, City of Lacey
Ron Lawson, City of Lacey
Cynthia Pratt, City of Lacey

Stephen Buxbaum, City of Olympia
Doug Mah, City of Olympia
Rhenda Strub, City of Olympia

Pete Kmet, City of Tumwater
Tom Oliva, City of Tumwater
Betsy Spath, City of Tumwater
Ed Stanley, City of Tumwater
Joan Cathey, City of Tumwater

Sandra Romero, Thurston County
Karen Valenzuela, Thurston County
Cathy Wolfe, Thurston County

Other Elected Officials in Attendance:

Ken Jones, City of Tenino

Alan Corwin, Thurston Public Utilities District
Paul Pickett, Thurston Public Utilities District
Chris Stearns, Thurston Public Utilities District

Planning Committee Members:

Peter Brooks, City of Lacey
Diane Utter, City of Olympia
Art Starry, Thurston County
Steve Peterson, Thurston County
Roger Giebelhaus, Thurston County
Eric Hielema, LOTT Alliance
Lisa Dennis-Perez, LOTT Alliance

Andy Haub, City of Olympia
Dan Smith, City of Tumwater
Sue Davis, Thurston County
Scott Lindbloom, Thurston County
Karla Fowler, LOTT Alliance
Tyle Zuchowski, LOTT Alliance

More Information

For more information on the elected officials summit or next steps, please contact Lisa Dennis-Perez, Public Communications Manager, at (360) 528-5719 or lisdennis-perez@lottcleanwater.org.