



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8447

Tuesday, January 5, 2016

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [16-0032](#) Swearing in of Newly Elected and Appointed Councilmembers

Council will recess for a short reception

3. PUBLIC COMMUNICATION

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

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

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

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A [16-0005](#) Approval of December 15, 2015 Special Session Meeting Minutes

Attachments: [Minutes](#)

4.B [16-0008](#) Approval of December 15, 2015 City Council Meeting Minutes

Attachments: [Minutes](#)

- 4.C [16-0029](#) Bills and Payroll Certification
Attachments: [Certification](#)
- 4.D [16-0001](#) Approval of a Resolution Authorizing the City of Olympia to Use the U.S. Communities Cooperative Purchasing Alliance
Attachments: [Resolution RE US Communities Cooperative Purchasing Alliance](#)
- 4.E [16-0002](#) Approval of the Moore Street Right-of-Way Dedication
Attachments: [Burk - Release of Restrictions AFN 4476244](#)
[Exhibit A B](#)
[Floberg - Release of Restrictions AFN 4476246](#)
[Fruitrick - Release of Restrictions AFN 4476245](#)
[Jacobs - Release of Restrictions AFN 4476243](#)
[Moore St Pathway Vicinity](#)
[Moore Street ROW Dedication Deed](#)
[VICINITY SKETCH](#)
- 4.F [16-0004](#) Approval of Interlocal Agreement with Thurston Conservation District's South Sound GREEN Watershed Education Program
Attachments: [SSG Interlocal Agreement](#)
- 4.G [16-0010](#) Approval of 2016 Facility Lease Agreement with Senior Services for South Sound
Attachments: [Senior Services Lease Agreement](#)

4. SECOND READINGS - None

4. FIRST READINGS

- 4.H [16-0003](#) Approval of an Appropriation Ordinance in the Amount Of \$203,200 for the Quince Street Sidewalk Project
Attachments: [Ordinance](#)
- 4.I [16-0027](#) Approval of Recommendation to Improve Right-of-Way Acquisition Process for Projects Previously approved by the City Council
Attachments: [Ordinance](#)

5. PUBLIC HEARING - None

6. OTHER BUSINESS

- 6.A [15-0889](#) Aquatic Habitat Stewardship Program Update
Attachments: [Habitat Program Report November 2015_FINAL](#)

7. CONTINUED PUBLIC COMMUNICATION

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

8. REPORTS AND REFERRALS**8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS****8.B CITY MANAGER'S REPORT AND REFERRALS****9. ADJOURNMENT**

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the Council's Executive Assistant at 360.753-8244 at least 48 hours in advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.



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

City Council

Approval of December 15, 2015 Special Session Meeting Minutes

Agenda Date: 1/5/2016
Agenda Item Number: 4.A
File Number: 16-0005

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

Title

Approval of December 15, 2015 Special Session Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8447

Tuesday, December 15, 2015

5:30 PM

Council Chambers

Special Council Meeting

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 [15-1234](#) Recognition of Outgoing Mayor Stephen Buxbaum and Outgoing Councilmember Langer and Short Reception

Mayor Pro Tem Nathaniel Jones welcomed those who came to honor the service of Mayor Stephen Buxbaum and Councilmember Nathaniel Langer. Each Councilmember shared words of thanks and appreciation.

City Manager Steve Hall shared remarks on behalf of City staff.

The following people spoke in appreciation of Mayor Buxbaum and Councilmember Langer Annette Roth, Phil Schulte, and Vida Zvirzdys-Farler.

Mayor Buxbaum shared his thanks and appreciation to his fellow Councilmembers, citizens, and City of Olympia staff.

Councilmember Langer shared highlights of accomplishments during his tenure. He reviewed initiatives that are ongoing, which he hopes will be accomplished in the future.

Mayor Pro Tem Jones presented Mayor Buxbaum and Councilmember Langer several gifts.

The recognition was received.

3. ADJOURNMENT

The meeting adjourned at 6:31 p.m.



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

City Council

Approval of December 15, 2015 City Council Meeting Minutes

Agenda Date: 1/5/2016
Agenda Item Number: 4.B
File Number: 16-0008

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

Title

Approval of December 15, 2015 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8447

Tuesday, December 15, 2015

7:00 PM

Council Chambers

Last Meeting of the Year

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

Mayor Buxbaum announced the Council met in special session at 5:30 p.m.

1.B APPROVAL OF AGENDA

Mayor Buxbaum added a Special Recognition item, a new Other Business item regarding the vacant Council position recruitment, and moved item 6.B from Other Business to City Manager's Report.

The agenda was approved as amended.

2. SPECIAL RECOGNITION

2.A 15-1254 Mayors Report on the Climate Summit for Local Leaders

Mayor Buxbaum shared a report on his experience attending the recent United Nations Conference on Climate Change that took place in Paris November 30 - December 11. He shared several recommendations on Climate Change issues the Council should address next year.

The report was received.

3. PUBLIC COMMUNICATION

The following people spoke: Meg Martin, Max Goldsmith, Jim Reeves, Jim Halen, Zoltan Grossman, Ron Nesbitt, Bob Zeigler, Peggy Bruton, Pat Holm, Chris van Daalen, and Barb Scavezze.

4. CONSENT CALENDAR

4.A [15-1235](#) Approval of December 8, 2015 City Council Meeting Minutes

The minutes were adopted.

- 4.C [15-1200](#) Approval of Additional Community Planning and Development Permit Specialist Position

The decision was adopted.

- 4.D [15-1203](#) Approval of the International Union of Operating Engineers (IUOE) 2016-2018 Collective Bargaining Agreement

The decision was adopted.

- 4.E [15-1206](#) Approval of the 2016-2018 Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees (AFSCME)

The decision was adopted.

- 4.F [15-1220](#) Approval of a Resolution Authorizing an Interfund Loan from the General Fund to the Housing and Urban Development (HUD) Fund

The resolution was adopted.

- 4.G [15-1233](#) Approval of Amendment to the City Manager's Employment Contract

The contract was adopted.**4. SECOND READINGS**

- 4.H [15-1139](#) Approval of Medela Rezone - Ordinance Amending Zoning Map

The ordinance was adopted on second reading. Mayor Pro Tem Jones abstained.

- 4.I [15-1172](#) Approval of Interim Ordinance on Proposed Zoning and Buffer Changes for Cannabis Land Uses

The ordinance was adopted on second reading. Councilmembers Hankins and Cooper voted nay.

- 4.J [15-1164](#) Approval of 2015 Quarterly Special Funds Adjustment

The ordinance was adopted on second reading.

- 4.K [15-1165](#) Approval of 2015 Quarterly Capital Budget Adjustment

The ordinance was adopted on second reading.

- 4.L [15-1168](#) Approval of 2015 Quarterly Operating Budget Adjustment

The ordinance was adopted on second reading.

- 4.M [15-1158](#) Approval of Ordinance Adopting 2016 Park Impact Fee Rate Adjustment

The ordinance was adopted on second reading.

- 4.N [15-1179](#) Approval of Ordinance Adopting the 2016 Utility Rates and General Facilities Charges

The ordinance was adopted on second reading.

- 4.O [15-1157](#) Approval of Ordinance Amending School Impact Fees

The ordinance was adopted on second reading.

- 4.P [15-1189](#) Approval of Ordinance Amending Transportation Impact Fees

The ordinance was adopted on second reading.

- 4.Q [15-1163](#)
Approval of Ordinance Appropriating 2016 Special Funds

The ordinance was adopted on second reading.

- 4.R [15-1159](#) Approval of Ordinance Adopting the 2016 - 2021 Capital Facilities Plan (CFP) and Appropriating Funds for 2016

The ordinance was adopted on second reading.

- 4.S [15-1156](#) Approval of Ordinance Adopting the 2016 Operating Budget

The ordinance was adopted on second reading.

Approval of the Consent Agenda

Councilmember Langer moved, seconded by Councilmember Hankins, 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

4. FIRST READINGS - None

PULLED FROM CONSENT CALENDAR

- 4.B [15-1249](#) Approval of Draft City Council Retreat Agenda

Mayor Pro Tem Jones discussed adding additional topics to the retreat agenda.

Following discussion the Council agreed to leave the proposed agenda as is.

The discussion was completed.

5. PUBLIC HEARING

5.A [15-1226](#) Public Hearing -- Development Agreement with Intercity Transit

Deputy Director Leonard Bauer discussed the proposed Development Agreement with Intercity Transit. Councilmembers asked clarifying questions.

Mayor Buxbaum opened the public hearing. The following person spoke: Laura Lowe.

The public hearing was closed at 8:28 p.m.

Councilmember Hankins moved, seconded by Councilmember Langer, to adopt the resolution approving a development agreement with Intercity Transit for proposed expansion of its transit base at 526 Pattison Street, SE. 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. OTHER BUSINESS

6.A [15-1240](#) Approval of Proposed 2016 Legislative Agenda

Assistant City Manager Jay Burney discussed the 2016 Legislative Agenda. Councilmembers asked clarifying questions.

Councilmember Jones asked that climate change be acknowledged on the 2016 Legislative Agenda introduction letter.

Councilmember Roe moved, seconded by Councilmember Hankins to approve the proposed 2016 Legislative agenda. 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 [15-1255](#) Discussion of Vacant Council Position Recruitment

Mayor Pro Tem Jones asked to discuss the draft City Council Retreat agenda. City Manager Steve Hall discussed the process used to create the draft agenda. Councilmembers discussed the process and agreed to staff's recommendation.

The discussion was completed.

7. CONTINUED PUBLIC COMMUNICATION - None

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

8.B CITY MANAGER'S REPORT AND REFERRALS

6.B [15-1239](#) 2015 Year End Highlights

City Engineer Fran Eide and Assistant City Manager Jay Burney presented 2015 City accomplishments.

The information was provided.

9. ADJOURNMENT

The meeting adjourned at 9:38 p.m.



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

City Council

Bills and Payroll Certification

Agenda Date: 1/5/2016
Agenda Item Number: 4.C
File Number: 16-0029

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 11/15/2015 THROUGH 11/21/2015
 FOR A/P CHECK NUMBERS 3667391 THROUGH 3667660
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

November 23, 2015

Jane Kirkemo

TOTAL APPROVED FOR PAYMENT
FUND

\$	730,458.68	001	GENERAL FUND
\$	-	002	SHOP FACILITIES
\$	33,660.68	003	REVOLVING ACCOUNT FUND
\$	-	004	URBAN ARTERIAL FUND
\$	841.23	025	WASHINGTON CENTER
\$	-	026	MUNICIPAL ARTS FUND
\$	-	029	EQUIP & FACIL REPLACE RES
\$	-	107	HUD
\$	-	108	HUD
\$	-	127	IMPACT FEES
\$	-	130	SEPA MITIGATION FUND
\$	13,280.84	132	LODGING TAX FUND
\$	-	133	ARTS AND CONFERENCE FUND
\$	-	134	PARKS AND REC SIDEWALK UT TAX
\$	500.00	135	PARKING BUSINESS IMP AREA
\$	-	136	FARMERS MRKT REPAIR/REPLC
\$	-	137	CHILDREN'S HANDS ON MUSEUM
\$	-	138	TRANS BENEFIT DISTRICT
\$	-	208	LID OBLIGATION CONTROL
\$	-	216	4th/5th AVE PW TRST
\$	-	223	LTGO BOND FUND '06-PARKS
\$	-	224	UTGO BOND FUND 2009 FIRE
\$	-	225	CITY HALL DEBT FUND
\$	-	226	2010 LTGO BOND-STREETPROJ
\$	-	227	LOCAL DEBT FUND
\$	-	228	2010B LTGO BONDS-HOCM
\$	49,249.92	317	CIP
\$	-	322	4/5th AVE CORRIDOR/BRIDGE
\$	-	323	CIP CONSTR FUND - PARKS
\$	-	324	FIRE STATION 4 CONSTRUCT
\$	-	325	CITY HALL CONST
\$	-	326	TRANSPORTATION CONST
\$	-	329	GO BOND PROJECT FUND
\$	-	331	FIRE EQUIPMENT REPLACEMENT FUND
\$	12,326.34	401	WATER
\$	2,354.55	402	SEWER
\$	26,233.32	403	SOLID WASTE
\$	5,181.22	404	STORM AND SURFACE WATER
\$	70,321.16	434	STORM AND SURFACE WATER CIP
\$	-	461	WATER CIP FUND
\$	147,154.17	462	SEWER CIP FUND
\$	19,264.75	501	EQUIPMENT RENTAL
\$	-	502	C. R. EQUIPMENT RENTAL
\$	-	503	UNEMPLOYMENT COMPENSATION
\$	5,700.13	504	INS TRUST FUND
\$	33,763.18	505	WORKERS COMPENSATION
\$	-	604	FIREMEN'S PENSION FUND
\$	-	605	CUSTOMERS WATER RESERVE
\$	5,924.12	614	LEOFF I MEDICAL LONG TERM CARE
\$	-	621	WASHINGTON CENTER ENDOW
\$	-	631	PUBLIC FACILITIES
\$	-	682	LAW ENFORCEMENT RECORD MGNTSYS
\$	-	701	PARKS-NEIGHBORHOOD
\$	-	702	PARKS-COMMUNITY
\$	-	703	PARKS-OPEN SPACE
\$	-	707	PARKS-SPECIAL USE
\$	-	711	TRANSPORTATION
\$	74,670.00	720	SCHOOLS
\$	1,230,884.29		GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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FOR PERIOD 11/22/2015 THROUGH 11/28/2015
 FOR A/P CHECK NUMBERS 3667661 THROUGH 3667889
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED
December 1, 2015

ADMINISTRATIVE SERVICES DIRECTOR
Jane Kukemo

TOTAL APPROVED FOR PAYMENT
FUND

\$	122,215.52	001	GENERAL FUND
\$	-	002	SHOP FACILITIES
\$	4,446.00	003	REVOLVING ACCOUNT FUND
\$	-	004	URBAN ARTERIAL FUND
\$	-	025	WASHINGTON CENTER
\$	3,146.48	026	MUNICIPAL ARTS FUND
\$	2,910.00	029	EQUIP & FACIL REPLACE RES
\$	4,872.01	107	HUD
\$	-	108	HUD
\$	-	127	IMPACT FEES
\$	-	130	SEPA MITIGATION FUND
\$	-	132	LODGING TAX FUND
\$	-	133	ARTS AND CONFERENCE FUND
\$	74.49	134	PARKS AND REC SIDEWALK UT TAX
\$	2,500.00	135	PARKING BUSINESS IMP AREA
\$	-	136	FARMERS MRKT REPAIR/REPLC
\$	-	137	CHILDREN'S HANDS ON MUSEUM
\$	-	138	TRANS BENEFIT DISTRICT
\$	-	208	LID OBLIGATION CONTROL
\$	-	216	4th/5th AVE PW TRST
\$	-	223	LTGO BOND FUND '06-PARKS
\$	-	224	UTGO BOND FUND 2009 FIRE
\$	-	225	CITY HALL DEBT FUND
\$	-	226	2010 LTGO BOND-STREETPROJ
\$	-	227	LOCAL DEBT FUND
\$	-	228	2010B LTGO BONDS-HOCM
\$	54,007.91	317	CIP
\$	-	322	4/5th AVE CORRIDOR/BRIDGE
\$	-	323	CIP CONSTR FUND - PARKS
\$	-	324	FIRE STATION 4 CONSTRUCT
\$	-	325	CITY HALL CONST
\$	-	326	TRANSPORTATION CONST
\$	-	329	GO BOND PROJECT FUND
\$	-	331	FIRE EQUIPMENT REPLACEMENT FUND
\$	21,266.51	401	WATER
\$	22,701.90	402	SEWER
\$	282,065.64	403	SOLID WASTE
\$	5,566.52	404	STORM AND SURFACE WATER
\$	1,668.26	434	STORM AND SURFACE WATER CIP
\$	-	461	WATER CIP FUND
\$	-	462	SEWER CIP FUND
\$	1,683.72	501	EQUIPMENT RENTAL
\$	16,982.33	502	C. R. EQUIPMENT RENTAL
\$	-	503	UNEMPLOYMENT COMPENSATION
\$	-	504	INS TRUST FUND
\$	-	505	WORKERS COMPENSATION
\$	-	604	FIREMEN'S PENSION FUND
\$	-	605	CUSTOMERS WATER RESERVE
\$	1,802.03	614	LEOFF I MEDICAL LONG TERM CARE
\$	-	621	WASHINGTON CENTER ENDOW
\$	-	631	PUBLIC FACILITIES
\$	-	682	LAW ENFORCEMENT RECORD MGNTSYS
\$	-	701	PARKS-NEIGHBORHOOD
\$	-	702	PARKS-COMMUNITY
\$	-	703	PARKS-OPEN SPACE
\$	-	707	PARKS-SPECIAL USE
\$	-	711	TRANSPORTATION
\$	-	720	SCHOOLS
\$	547,909.32		GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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FOR PERIOD 11/29/2015 THROUGH 12/5/2015
 FOR A/P CHECK NUMBERS 3667890 THROUGH 3668167
 FOR ELECTRONIC PAYMENTS 11/1/2015 THROUGH 11/30/2015

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

December 10, 2015

Jane Kerkene

TOTAL APPROVED FOR PAYMENT
FUND

\$ 1,650,404.15	001	GENERAL FUND
\$ -	002	SHOP FACILITIES
\$ 16,150.00	003	REVOLVING ACCOUNT FUND
\$ -	004	URBAN ARTERIAL FUND
\$ 18,999.00	025	WASHINGTON CENTER
\$ 2,500.00	026	MUNICIPAL ARTS FUND
\$ 2,302.60	029	EQUIP & FACIL REPLACE RES
\$ 4,439.73	107	HUD
\$ -	108	HUD
\$ -	127	IMPACT FEES
\$ -	130	SEPA MITIGATION FUND
\$ 8,333.33	132	LODGING TAX FUND
\$ -	133	ARTS AND CONFERENCE FUND
\$ -	134	PARKS AND REC SIDEWALK UT TAX
\$ 76.00	135	PARKING BUSINESS IMP AREA
\$ -	136	FARMERS MRKT REPAIR/REPLC
\$ -	137	CHILDREN'S HANDS ON MUSEUM
\$ -	138	TRANS BENEFIT DISTRICT
\$ -	208	LID OBLIGATION CONTROL
\$ -	216	4th/5th AVE PW TRST
\$ -	223	LTGO BOND FUND '06-PARKS
\$ -	224	UTGO BOND FUND 2009 FIRE
\$ -	225	CITY HALL DEBT FUND
\$ -	226	2010 LTGO BOND-STREETPROJ
\$ -	227	LOCAL DEBT FUND
\$ -	228	2010B LTGO BONDS-HOCM
\$ 238,588.61	317	CIP
\$ -	322	4/5th AVE CORRIDOR/BRIDGE
\$ -	323	CIP CONSTR FUND - PARKS
\$ -	324	FIRE STATION 4 CONSTRUCT
\$ 15,354.65	325	CITY HALL CONST
\$ -	326	TRANSPORTATION CONST
\$ -	329	GO BOND PROJECT FUND
\$ -	331	FIRE EQUIPMENT REPLACEMENT FUND
\$ 60,578.62	401	WATER
\$ 934,820.62	402	SEWER
\$ 55,455.50	403	SOLID WASTE
\$ 22,647.66	404	STORM AND SURFACE WATER
\$ 40,999.85	434	STORM AND SURFACE WATER CIP
\$ 24,972.06	461	WATER CIP FUND
\$ -	462	SEWER CIP FUND
\$ 12,724.21	501	EQUIPMENT RENTAL
\$ -	502	C. R. EQUIPMENT RENTAL
\$ 250.00	503	UNEMPLOYMENT COMPENSATION
\$ 1,692.60	504	INS TRUST FUND
\$ 41,740.62	505	WORKERS COMPENSATION
\$ -	604	FIREMEN'S PENSION FUND
\$ -	605	CUSTOMERS WATER RESERVE
\$ 8,437.45	614	LEOFF I MEDICAL LONG TERM CARE
\$ -	621	WASHINGTON CENTER ENDOW
\$ -	631	PUBLIC FACILITIES
\$ -	682	LAW ENFORCEMENT RECORD MGNTSYS
\$ -	701	PARKS-NEIGHBORHOOD
\$ -	702	PARKS-COMMUNITY
\$ -	703	PARKS-OPEN SPACE
\$ -	707	PARKS-SPECIAL USE
\$ -	711	TRANSPORTATION
\$ -	720	SCHOOLS
\$ 3,161,467.26		GRAND TOTAL FOR WEEK

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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FOR PERIOD 12/6/2015 THROUGH 12/12/2015
 FOR A/P CHECK NUMBERS 3668168 THROUGH 3668317
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

December 15, 2015

Janekukemo

TOTAL APPROVED FOR PAYMENT

		FUND	
\$	70,105.26	001	GENERAL FUND
\$	-	002	SHOP FACILITIES
\$	940.36	003	REVOLVING ACCOUNT FUND
\$	-	004	URBAN ARTERIAL FUND
\$	-	025	WASHINGTON CENTER
\$	-	026	MUNICIPAL ARTS FUND
\$	9,673.72	029	EQUIP & FACIL REPLACE RES
\$	-	107	HUD
\$	-	108	HUD
\$	-	127	IMPACT FEES
\$	-	130	SEPA MITIGATION FUND
\$	-	132	LODGING TAX FUND
\$	-	133	ARTS AND CONFERENCE FUND
\$	-	134	PARKS AND REC SIDEWALK UT TAX
\$	-	135	PARKING BUSINESS IMP AREA
\$	326.40	136	FARMERS MRKT REPAIR/REPLC
\$	-	137	CHILDREN'S HANDS ON MUSEUM
\$	-	138	TRANS BENEFIT DISTRICT
\$	-	208	LID OBLIGATION CONTROL
\$	-	216	4th/5th AVE PW TRST
\$	-	223	LTGO BOND FUND '06-PARKS
\$	-	224	UTGO BOND FUND 2009 FIRE
\$	-	225	CITY HALL DEBT FUND
\$	-	226	2010 LTGO BOND-STREETPROJ
\$	-	227	LOCAL DEBT FUND
\$	-	228	2010B LTGO BONDS-HOCM
\$	36,099.76	317	CIP
\$	-	322	4/5th AVE CORRIDOR/BRIDGE
\$	-	323	CIP CONSTR FUND - PARKS
\$	-	324	FIRE STATION 4 CONSTRUCT
\$	1,016.55	325	CITY HALL CONST
\$	-	326	TRANSPORTATION CONST
\$	-	329	GO BOND PROJECT FUND
\$	-	331	FIRE EQUIPMENT REPLACEMENT FUND
\$	57,688.81	401	WATER
\$	6,847.21	402	SEWER
\$	34,723.93	403	SOLID WASTE
\$	9,689.79	404	STORM AND SURFACE WATER
\$	9,082.31	434	STORM AND SURFACE WATER CIP
\$	26,392.34	461	WATER CIP FUND
\$	3,414.78	462	SEWER CIP FUND
\$	1,769.49	501	EQUIPMENT RENTAL
\$	-	502	C. R. EQUIPMENT RENTAL
\$	-	503	UNEMPLOYMENT COMPENSATION
\$	-	504	INS TRUST FUND
\$	380.00	505	WORKERS COMPENSATION
\$	-	604	FIREMEN'S PENSION FUND
\$	-	605	CUSTOMERS WATER RESERVE
\$	-	614	LEOFF I MEDICAL LONG TERM CARE
\$	-	621	WASHINGTON CENTER ENDOW
\$	-	631	PUBLIC FACILITIES
\$	-	682	LAW ENFORCEMENT RECORD MGNTSYS
\$	-	701	PARKS-NEIGHBORHOOD
\$	-	702	PARKS-COMMUNITY
\$	-	703	PARKS-OPEN SPACE
\$	-	707	PARKS-SPECIAL USE
\$	-	711	TRANSPORTATION
\$	-	720	SCHOOLS
\$	268,150.71		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 12/13/2015 THROUGH 12/19/2015
 FOR A/P CHECK NUMBERS 3668318 THROUGH 3668646
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED December 22, 2015 ADMINISTRATIVE SERVICES DIRECTOR Jane Kirkemo

TOTAL APPROVED FOR PAYMENT
FUND

\$ 747,159.85	001	GENERAL FUND
\$ -	002	SHOP FACILITIES
\$ 34,712.60	003	REVOLVING ACCOUNT FUND
\$ -	004	URBAN ARTERIAL FUND
\$ -	025	WASHINGTON CENTER
\$ -	026	MUNICIPAL ARTS FUND
\$ 499.37	029	EQUIP & FACIL REPLACE RES
\$ 5,637.50	107	HUD
\$ -	108	HUD
\$ -	127	IMPACT FEES
\$ -	130	SEPA MITIGATION FUND
\$ -	132	LODGING TAX FUND
\$ -	133	ARTS AND CONFERENCE FUND
\$ -	134	PARKS AND REC SIDEWALK UT TAX
\$ -	135	PARKING BUSINESS IMP AREA
\$ -	136	FARMERS MRKT REPAIR/REPLC
\$ -	137	CHILDREN'S HANDS ON MUSEUM
\$ -	138	TRANS BENEFIT DISTRICT
\$ -	208	LID OBLIGATION CONTROL
\$ -	216	4th/5th AVE PW TRST
\$ -	223	LTGO BOND FUND '06-PARKS
\$ -	224	UTGO BOND FUND 2009 FIRE
\$ -	225	CITY HALL DEBT FUND
\$ -	226	2010 LTGO BOND-STREETPROJ
\$ -	227	LOCAL DEBT FUND
\$ -	228	2010B LTGO BONDS-HOCM
\$ 243,475.73	317	CIP
\$ -	322	4/5th AVE CORRIDOR/BRIDGE
\$ -	323	CIP CONSTR FUND - PARKS
\$ -	324	FIRE STATION 4 CONSTRUCT
\$ -	325	CITY HALL CONST
\$ -	326	TRANSPORTATION CONST
\$ -	329	GO BOND PROJECT FUND
\$ -	331	FIRE EQUIPMENT REPLACEMENT FUND
\$ 16,383.62	401	WATER
\$ 7,236.97	402	SEWER
\$ 311,732.40	403	SOLID WASTE
\$ 11,264.50	404	STORM AND SURFACE WATER
\$ 2,491.09	434	STORM AND SURFACE WATER CIP
\$ 276.00	461	WATER CIP FUND
\$ -	462	SEWER CIP FUND
\$ 48,383.82	501	EQUIPMENT RENTAL
\$ -	502	C. R. EQUIPMENT RENTAL
\$ -	503	UNEMPLOYMENT COMPENSATION
\$ 521.22	504	INS TRUST FUND
\$ 1,050.00	505	WORKERS COMPENSATION
\$ -	604	FIREMEN'S PENSION FUND
\$ -	605	CUSTOMERS WATER RESERVE
\$ 6,476.30	614	LEOFF I MEDICAL LONG TERM CARE
\$ -	621	WASHINGTON CENTER ENDOW
\$ -	631	PUBLIC FACILITIES
\$ -	682	LAW ENFORCEMENT RECORD MGNTSYS
\$ -	701	PARKS-NEIGHBORHOOD
\$ -	702	PARKS-COMMUNITY
\$ -	703	PARKS-OPEN SPACE
\$ -	707	PARKS-SPECIAL USE
\$ -	711	TRANSPORTATION
\$ 49,780.00	720	SCHOOLS
\$ 1,487,080.97		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 12/20/2015 THROUGH 12/26/2015
 FOR A/P CHECK NUMBERS 3668647 THROUGH 3668999
 FOR ELECTRONIC PAYMENTS _____ THROUGH _____

INCLUSIVE IN THE AMOUNT TOTALING

DATED _____

ADMINISTRATIVE SERVICES DIRECTOR, *Acting*

Joan Wolf

TOTAL APPROVED FOR PAYMENT

FUND		
\$	373,843.62	001 GENERAL FUND
\$	-	002 SHOP FACILITIES
\$	46,904.86	003 REVOLVING ACCOUNT FUND
\$	-	004 URBAN ARTERIAL FUND
\$	301.90	025 WASHINGTON CENTER
\$	-	026 MUNICIPAL ARTS FUND
\$	16,571.63	029 EQUIP & FACIL REPLACE RES
\$	2,870.05	107 HUD
\$	-	108 HUD
\$	-	127 IMPACT FEES
\$	-	130 SEPA MITIGATION FUND
\$	-	132 LODGING TAX FUND
\$	-	133 ARTS AND CONFERENCE FUND
\$	78.23	134 PARKS AND REC SIDEWALK UT TAX
\$	5,281.66	135 PARKING BUSINESS IMP AREA
\$	-	136 FARMERS MRKT REPAIR/REPLC
\$	-	137 CHILDREN'S HANDS ON MUSEUM
\$	-	138 TRANS BENEFIT DISTRICT
\$	-	208 LID OBLIGATION CONTROL
\$	-	216 4th/5th AVE PW TRST
\$	-	223 LTGO BOND FUND '06-PARKS
\$	-	224 UTGO BOND FUND 2009 FIRE
\$	-	225 CITY HALL DEBT FUND
\$	-	226 2010 LTGO BOND-STREETPROJ
\$	-	227 LOCAL DEBT FUND
\$	-	228 2010B LTGO BONDS-HOCM
\$	52,435.48	317 CIP
\$	-	322 4/5th AVE CORRIDOR/BRIDGE
\$	-	323 CIP CONSTR FUND - PARKS
\$	-	324 FIRE STATION 4 CONSTRUCT
\$	-	325 CITY HALL CONST
\$	-	326 TRANSPORTATION CONST
\$	-	329 GO BOND PROJECT FUND
\$	-	331 FIRE EQUIPMENT REPLACEMENT FUND
\$	20,289.99	401 WATER
\$	31,870.56	402 SEWER
\$	2,481.75	403 SOLID WASTE
\$	23,655.05	404 STORM AND SURFACE WATER
\$	246,475.10	434 STORM AND SURFACE WATER CIP
\$	25,139.80	461 WATER CIP FUND
\$	2,672.21	462 SEWER CIP FUND
\$	64,613.69	501 EQUIPMENT RENTAL
\$	-	502 C. R. EQUIPMENT RENTAL
\$	250.00	503 UNEMPLOYMENT COMPENSATION
\$	-	504 INS TRUST FUND
\$	2,289.68	505 WORKERS COMPENSATION
\$	-	604 FIREMEN'S PENSION FUND
\$	-	605 CUSTOMERS WATER RESERVE
\$	-	614 LEOFF I MEDICAL LONG TERM CARE
\$	-	621 WASHINGTON CENTER ENDOW
\$	-	631 PUBLIC FACILITIES
\$	5,071.64	682 LAW ENFORCEMENT RECORD MGNTSYS
\$	-	701 PARKS-NEIGHBORHOOD
\$	-	702 PARKS-COMMUNITY
\$	-	703 PARKS-OPEN SPACE
\$	-	707 PARKS-SPECIAL USE
\$	-	711 TRANSPORTATION
\$	-	720 SCHOOLS
\$	923,096.90	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 **11/30/2015** have been examined and are approved as recommended for payment.

Employees Net Pay:	<u>\$ 1,287,013.53</u>
Fire Pension Net Pay:	<u>\$ 24,279.76</u>
Employer Share of Benefits:	<u>\$ 658,873.99</u>
Employer Share of LEOFF I Police Post-Retirement Benefits:	<u>\$ 26,187.82</u>
Employer Share of LEOFF I Fire Post-Retirement Benefits:	<u>\$ 22,410.58</u>
TOTAL	<u><u>\$ 2,018,765.68</u></u>

Paid by:

Payroll Check Numbers	_____	_____	Manual Checks
And	<u>88278</u>	<u>88282</u>	Fire Pension Checks
And	_____	_____	Manual Checks
And	<u>88283</u>	<u>88301</u>	Semi Payroll Checks

and Direct Deposit transmission.

December 3, 2015
DATE


ADMINISTRATIVE SERVICES DIRECTOR

**CITY OF OLYMPIA
PAYROLL CERTIFICATION**

The Administrative Services Director of the City of Olympia, Washington, hereby certifies that the payroll gross earnings, benefits, and LEOFF I post-retirement insurance benefits for the pay cycle ending **12/15/2015** have been examined and are approved as recommended for payment.

Employees Net Pay:	<u>\$ 1,232,069.42</u>
Fire Pension Net Pay:	_____
Employer Share of Benefits:	<u>\$ 654,854.62</u>
Employer Share of LEOFF I Police Post-Retirement Benefits:	_____
Employer Share of LEOFF I Fire Post-Retirement Benefits:	_____
TOTAL	<u><u>\$ 1,886,924.04</u></u>

Paid by:

Payroll Check Numbers	_____	_____	Manual Checks
And	_____	_____	Fire Pension Checks
And	_____	_____	Manual Checks
And	<u>88302</u>	<u>88335</u>	Semi Payroll Checks

and Direct Deposit transmission.

December 16, 2015
DATE

Jane Kirkemo
ADMINISTRATIVE SERVICES DIRECTOR



City Council

Approval of a Resolution Authorizing the City of Olympia to Use the U.S. Communities Cooperative Purchasing Alliance

Agenda Date: 1/5/2016
Agenda Item Number: 4.D
File Number: 16-0001

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

Title

Approval of a Resolution Authorizing the City of Olympia to Use the U.S. Communities Cooperative Purchasing Alliance

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution allowing the City of Olympia to use the U.S. Communities Cooperative Purchasing Alliance to purchase products and services.

Report

Issue:

Whether to re-establish use of the U.S. Communities Cooperative Purchasing Alliance.

Staff Contact:

Thanh Jeffers, Public Works, Contract Administrator, 360.753.8278

Presenter(s):

None. Consent calendar item.

Background and Analysis:

In March 2009, the City Council approved a resolution allowing City staff to use the U.S. Communities Cooperative Purchasing Alliance (Alliance) to acquire goods and services. We accessed the Alliance to purchase cubicles for the new City Hall and to reroof three City-owned buildings. City Council approved staff to use the Alliance through March 31, 2011. This approval has since expired. To access the Alliance services, a new resolution from City Council is required.

The Alliance was formed in cooperation with an advisory board of local and state government officials and jointly sponsored by the National Association of Governmental Counties, the National Institute of Governmental Purchasing, the National League of Cities, and the United States Conference of Mayors. The Alliance pools the purchasing power of public agencies nationwide to achieve the most

favorable pricing for local agencies.

The Alliance offers the following advantages:

1. Savings:

- The most favorable government pricing, exceeding the savings available through state contracts.
- Offers up to 60% off retail pricing with no user fees.
- Combines the potential purchasing power of up to 87,000 local agencies.

2. Competitively solicited with oversight: An advisory board guides the program direction and selects high quality products; all contracts are competitively solicited and meet government contract requirements.

3. Wide range of products: the Alliance offers products useful to the City of Olympia, ranging from office supplies, to playground equipment to roofing materials.

4. Approved for use in the State of Washington: On March 26, 2004, Governor Gary Locke signed House Bill 2615 modifying the Washington Interlocal Cooperation Act, which stated that U.S. Communities contracts are available to all Washington local public agencies without any further solicitation process.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Approve the Resolution to allow the City of Olympia to use the U.S. Communities Cooperative Purchasing Alliance to purchase products and services.

Implications

- A. Access to high quality products and services at the best prices available in the market.
 - B. The cost savings apply to a variety of products and services.
 - C. Provides one more options for purchasing, allowing staff to maximize budgeted funds.
2. Do not approve the Resolution. Direct staff to go through the standard process to select vendors for all new services and goods.

Implications

- A. Adds time and cost to the acquisition process.

Financial Impact:

There is no cost to join the Alliance. Membership will provide opportunities to save money. The amount will vary, depending on the product or service acquired.

Attachment:

1. Resolution Authorizing Participation in the U.S. Communities Cooperative Purchasing

Alliance.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA,
WASHINGTON, AUTHORIZING PARTICIPATION IN THE U.S.
COMMUNITIES COOPERATIVE PURCHASING ALLIANCE.**

WHEREAS, the City of Olympia is interested in participating in the U.S. Communities Cooperative Purchasing Alliance, which is sponsored by the Association of Counties, the National Institute of Governmental Purchasing, the National League of Cities, and the United States Conference of Mayors; and

WHEREAS, the City of Olympia desires to participate for the purpose of fulfilling and executing its respective public governmental purposes, goals, objectives, programs and functions, including equipment, supplies, materials, furniture, fixtures or other items; and

WHEREAS, the City of Olympia has reviewed the benefits of participating in this program and based on this review has concluded the program will provide the best value to taxpayers of the City through the anticipated savings to be realized;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE that the City of Olympia is authorized to participated in the U.S. Communities Cooperative Purchasing Alliance, that the City Manager is authorized to register for the U.S. Communities program on behalf of the City of Olympia for the purpose of utilizing purchasing contracts that have been competitively bid by other members of the U.S. Communities Cooperative Purchasing Alliance. The provisions and authorization granted by this Resolution shall be in effect until November 1, 2020.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



City Council

Approval of the Moore Street Right-of-Way Dedication

Agenda Date: 1/5/2016
Agenda Item Number: 4.E
File Number: 16-0002

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

Title

Approval of the Moore Street Right-of-Way Dedication

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the right-of-way dedication of Moore Street over a portion of Trillium Park, and authorize the City Manager to execute all necessary right-of-way dedication documents.

Report

Issue:

Whether the Council should approve a right-of-way dedication extending Moore Street over a portion of Trillium Park.

Staff Contact:

Ladd F. Cluff, P.L.S., City Surveyor, Public Works Engineering, 360.753.8389

Presenter(s):

None - Consent calendar item.

Background and Analysis:

In 2014, the Wildwood Neighborhood Association and Governor Stevens Neighborhood Association submitted a joint proposal under the City of Olympia's Neighborhood Pathways Program to formalize the pathway running from the dead end of Moore Street SE to O'Farrell Ave SE. The pathway has existed for many years on private property. While all the affected property owners have allowed the pathway to exist on their property, both neighborhood associations were concerned that future property owners might choose to block access to it. Therefore, the acquisition of easements to ensure this pathway's continued existence was a key part of the neighborhoods' proposal.

Through the easement acquisition process, we discovered that the driveway running north from the dead end of Moore Street is located on the City's Trillium Park property. The driveway is the access for three homes and a City water main runs underneath it. The water main serves those same

homes. The three homes and City water main are not within an easement over the Trillium Park property. Technically, the homeowners and City maintenance staff do not have legal access to the homes or water main. The solution to provide legal access to the three homes and continued maintenance of the water main is to dedicate the driveway area over a portion of the Trillium Park property as public right-of-way.

Based on City and County records, the driveway and water main have been in place since the mid-1950s. Staff believes that the location of the driveway and water main, in relation to the Trillium Park property, were unclear at the time the Park was deeded to the City. Given the existing conditions and adjacent owner's long time use, it is in the best interest of all parties to dedicate this portion of Trillium Park property as public right-of-way.

Four property owners granted the Trillium Park property (Lots 19G, 23 and 23B, Replat of Bates Extension) to the City for Park purposes with restrictions of use in October, 1989. Due to the deed restrictions in place, the City is unable to dedicate a portion of the property for right-of-way purposes.

In order for the City to move forward with right-of-way dedication, an Acknowledgement of Release of Deed Restrictions had to be signed by all of the parties that created the deed restrictions. The restrictions will only be released over the existing driveway location and water main location. Staff has worked with the owners that created the restrictions and the Acknowledgement of Release of Deed Restrictions have been fully executed by all parties and recorded.

Neighborhood/Community Interests (if known):

The right-of-way dedication will provide legal access for the adjacent property owners, the public using the Moore Street Pathway and City maintenance staff.

Options:

1. Approve the right-of-way dedication to extend Moore Street, and authorize the City Manager to execute all necessary right-of-way dedication documents.
 - a. Provides legal access for adjacent property owners, the public and City maintenance staff.
 - b. Is consistent with City standards and the Neighborhood Pathway Program.
2. Do not approve the acquisition of easements.
 - a. Adjacent property owners will not have legal access across the Trillium Park to their property.
 - b. Could affect the neighborhoods ability to use the pathway in the future.

Financial Impact:

No financial impact.

Attachment(s):

Right-of-Way Dedication Deed
Acknowledgement of Release of Deed Restrictions
Vicinity Maps

After recording return document to:
City of Olympia
Attention: Legal Department
P.O. Box 1967
Olympia, WA 98507-1967

Thurston County Treasurer

Real Estate Excise Tax Paid none
By 11/24/2015 MADD Deputy

Document Title: Acknowledgement of Release of Deed Restriction
Grantor: Gary L. Burk and Constance R. Burk
Grantee: City of Olympia
Legal Description: Lots 19G, 23 and 23B, Replat Bates Ext
Assessor's Tax Parcel Number: 33400009100

ACKNOWLEDGEMENT OF RELEASE OF DEED RESTRICTIONS

The Grantor, Gary L. Burk and Constance R. Burk, husband and wife, did on the 22 day of October, 1989 deed to the **CITY OF OLYMPIA**, a municipal corporation, the real estate described in that certain Quit Claim Deed recorded under Thurston County Auditor's File Number 9001220067, situated in the County of Thurston, State of Washington. Said Quit Claim Deed contained restrictions that read as follows:

The land described in Attachment #2 is conveyed and quit claimed to the City of Olympia in fee simple, but we may reclaim the property described in Attachment #2 if the City of Olympia ceases to preserve and maintain the property described in Attachments #2 and #3 in essentially their current condition, subject to the following restrictions:

- 1) only informal uses such as walking, children's play, picnicking, and nature study will be allowed, but without equipment such as playground equipment, picnic tables, barbecue equipment and the like;
- 2) storm drainage into the area will not be significantly increased over its present level and will be regulated to provide reasonable assurance of water quality and prevention of erosion, unless exigent circumstances require storm drainage improvements;
- 3) the property will not be fenced by the City;
- 4) dumping of wastes, including yard wastes and fill dirt, will be prohibited;
- 5) trash receptacles will be maintained and serviced as determined to be reasonable by the City of Olympia Parks Department;
- 6) trees will not be removed from the property except for purposes such as safety, allowing access to the pond by water birds, and allowing the growth of understory plants for children's play; and

ACKNOWLEDGEMENT OF RELEASE OF DEED RESTRICTIONS



PROJECT NAME: MOORE ST. PATHWAY
PROJECT NO: 1511G
DATE: March 30, 2015

EXHIBIT "A"

RIGHT OF WAY DESCRIPTION

A Right of Way dedication over and across a portion of that Tract of land described in Statutory Warranty Deed, AFN 8704210031, Records of Thurston County, Washington, said dedication described as follows:

Commencing at the Southeast corner of said Tract;

Thence along the East line of said Tract, North 1°48'29" East 35.76 feet, to the **POINT OF BEGINNING**;

Thence, South 19°48'22" East 54.30 feet;

Thence South 1°48'29" West 16.67 feet;

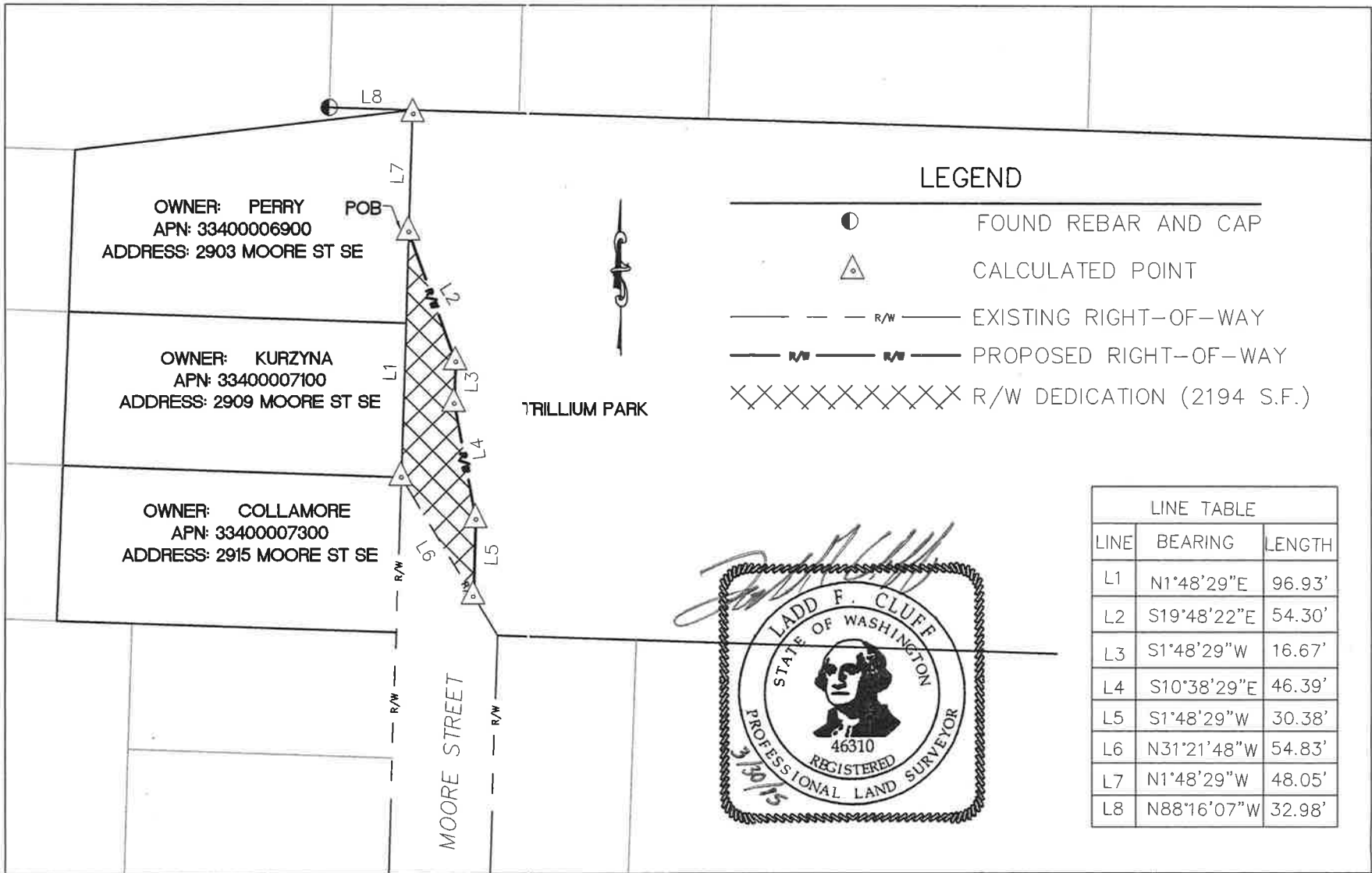
Thence South 10°38'29" East 46.39 feet;

Thence South 10°38'29" East 30.38 feet;

Thence North 31°21'48" West 54.83 feet, to the Southeast corner of a Tract of land described in Statutory Warranty Deed; AFN, Records of Thurston County, Washington;

Thence along the East line of said Tract, North 1°48'29" East 96.93 feet, to the **POINT OF BEGINNING**.





DRAWN TCM		PROJECT NO. 1511G	CITY OF OLYMPIA EXHIBIT "B" MOORE STREET PATHWAY EASEMENT NE 1/4, SECTION 26, T. 18 N., R. 2 W., W.M.	DRAWING NAME
QC REVIEW LFC		DATE		R/W DEDICATION
SCALE N.T.S.		MAY 2015		SHEET 1 OF 1

PROJECT NAME: MOORE ST. PATHWAY
PROJECT NO: 1511G
DATE: March 30, 2015

EXHIBIT "A"

RIGHT OF WAY DESCRIPTION

A Right of Way dedication over and across a portion of that Tract of land described in Statutory Warranty Deed, AFN 8704210031, Records of Thurston County, Washington, said dedication described as follows:

Commencing at the Southeast corner of said Tract;

Thence along the East line of said Tract, North 1°48'29" East 35.76 feet, to the **POINT OF BEGINNING**;

Thence, South 19°48'22" East 54.30 feet;

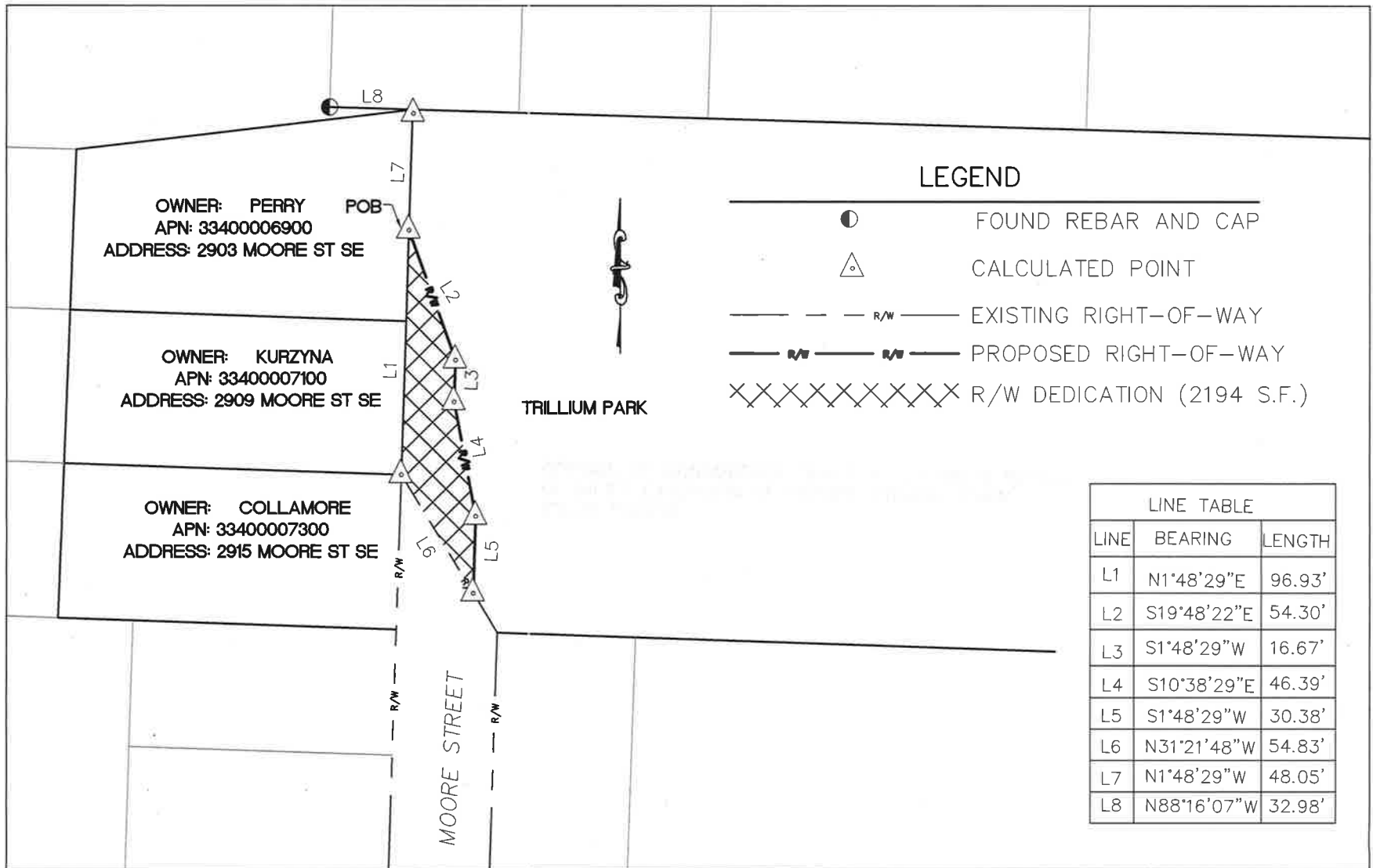
Thence South 1°48'29" West 16.67 feet;

Thence South 10°38'29" East 46.39 feet;

Thence South 10°38'29" East 30.38 feet;

Thence North 31°21'48" West 54.83 feet, to the Southeast corner of a Tract of land described in Statutory Warranty Deed; AFN, Records of Thurston County, Washington;

Thence along the East line of said Tract, North 1°48'29" East 96.93 feet, to the **POINT OF BEGINNING**.



		PROJECT NO.	CITY OF OLYMPIA EXHIBIT "B" MOORE STREET PATHWAY EASEMENT NE 1/4, SECTION 26, T. 18 N., R. 2 W., W.M.	DRAWING NAME
DRAWN	TCM	1511G		R/W DEDICATION
QC REVIEW	LFC	DATE		SHEET 1 OF 1
SCALE	N.T.S.	MAY 2015		

After recording return document to:
City of Olympia
Attention: Legal Department
P.O. Box 1967
Olympia, WA 98507-1967

Thurston County Treasurer

Real Estate Excise Tax Paid none
By 11/24/2015 M. COOK Deputy

Document Title: Acknowledgement of Release of Deed Restriction
Grantor: Jill A. Floberg
Grantee: City of Olympia
Legal Description: Lots 19G, 23 and 23B, Replat Bates Ext
Assessor's Tax Parcel Number: 33400009100

ACKNOWLEDGEMENT OF RELEASE OF DEED RESTRICTIONS

The Grantor, Jill A. Floberg, did on the 26 day of October, 1989 deed to the **CITY OF OLYMPIA**, a municipal corporation, the real estate described in that certain Quit Claim Deed recorded under Thurston County Auditor's File Number 8911300120, situated in the County of Thurston, State of Washington. Said Quit Claim Deed contained restrictions that read as follows:

The land described in Attachment #2 is conveyed and quit claimed to the City of Olympia in fee simple, but we may reclaim the property described in Attachment #2 if the City of Olympia ceases to preserve and maintain the property described in Attachments #2 and #3 in essentially their current condition, subject to the following restrictions:

- 1) only informal uses such as walking, children's play, picnicking, and nature study will be allowed, but without equipment such as playground equipment, picnic tables, barbecue equipment and the like;
- 2) storm drainage into the area will not be significantly increased over its present level and will be regulated to provide reasonable assurance of water quality and prevention of erosion, unless exigent circumstances require storm drainage improvements;
- 3) the property will not be fenced by the City;
- 4) dumping of wastes, including yard wastes and fill dirt, will be prohibited;
- 5) trash receptacles will be maintained and serviced as determined to be reasonable by the City of Olympia Parks Department;
- 6) trees will not be removed from the property except for purposes such as safety, allowing access to the pond by water birds, and allowing the growth of understory plants for children's play; and

ACKNOWLEDGEMENT OF RELEASE OF DEED RESTRICTIONS

Page 1 of 2

4476246
11/24/2015 11:32 AM Release
Thurston County Washington
CITY OF OLYMPIA

Pages: 4



PROJECT NAME: MOORE ST. PATHWAY
PROJECT NO: 1511G
DATE: March 30, 2015

EXHIBIT "A"

RIGHT OF WAY DESCRIPTION

A Right of Way dedication over and across a portion of that Tract of land described in Statutory Warranty Deed, AFN 8704210031, Records of Thurston County, Washington, said dedication described as follows:

Commencing at the Southeast corner of said Tract;

Thence along the East line of said Tract, North 1°48'29" East 35.76 feet, to the **POINT OF BEGINNING**;

Thence, South 19°48'22" East 54.30 feet;

Thence South 1°48'29" West 16.67 feet;

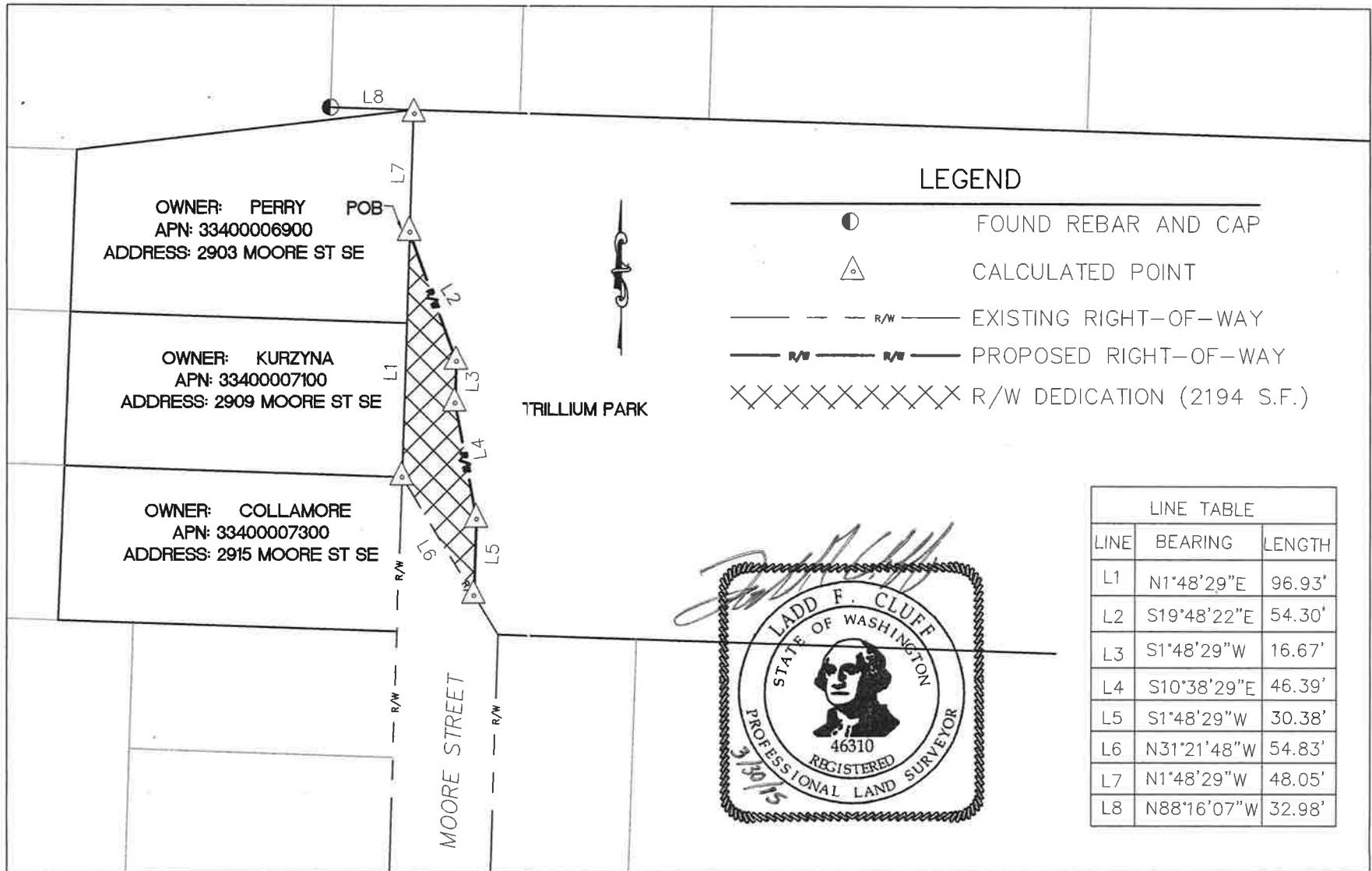
Thence South 10°38'29" East 46.39 feet;

Thence South 10°38'29" East 30.38 feet;

Thence North 31°21'48" West 54.83 feet, to the Southeast corner of a Tract of land described in Statutory Warranty Deed; AFN, Records of Thurston County, Washington;

Thence along the East line of said Tract, North 1°48'29" East 96.93 feet, to the **POINT OF BEGINNING**.





LINE TABLE		
LINE	BEARING	LENGTH
L1	N1°48'29"E	96.93'
L2	S19°48'22"E	54.30'
L3	S1°48'29"W	16.67'
L4	S10°38'29"E	46.39'
L5	S1°48'29"W	30.38'
L6	N31°21'48"W	54.83'
L7	N1°48'29"W	48.05'
L8	N88°16'07"W	32.98'



		PROJECT NO.	CITY OF OLYMPIA	DRAWING NAME
DRAWN	TCM	1511G	EXHIBIT "B"	R/W DEDICATION
QC REVIEW	LFC	DATE	MOORE STREET PATHWAY EASEMENT	
SCALE	N.T.S.	MAY 2015	NE 1/4, SECTION 26, T. 18 N., R. 2 W., W.M.	SHEET 1 OF 1

After recording return document to:
City of Olympia
Attention: Legal Department
P.O. Box 1967
Olympia, WA 98507-1967

Thurston County Treasurer

Real Estate Excise Tax Paid none
By 11/24/2015 [Signature] Deputy

Document Title: Acknowledgement of Release of Deed Restriction
Grantor: Edward C. Fruitrich
Grantee: City of Olympia
Legal Description: Lots 19G, 23 and 23B, Replat Bates Ext
Assessor's Tax Parcel Number: 33400009100

ACKNOWLEDGEMENT OF RELEASE OF DEED RESTRICTIONS

The Grantor, Edward C. Fruitrich, did on the 1st day of December, 1989 deed to the **CITY OF OLYMPIA**, a municipal corporation, the real estate described in that certain Quit Claim Deed recorded under Thurston County Auditor's File Number 9001220065, situated in the County of Thurston, State of Washington. Said Quit Claim Deed contained restrictions that read as follows:

The land described in Attachment #2 is conveyed and quit claimed to the City of Olympia in fee simple, but we may reclaim the property described in Attachment #2 if the City of Olympia ceases to preserve and maintain the property described in Attachments #2 and #3 in essentially their current condition, subject to the following restrictions:

- 1) only informal uses such as walking, children's play, picnicking, and nature study will be allowed, but without equipment such as playground equipment, picnic tables, barbecue equipment and the like;
- 2) storm drainage into the area will not be significantly increased over its present level and will be regulated to provide reasonable assurance of water quality and prevention of erosion, unless exigent circumstances require storm drainage improvements;
- 3) the property will not be fenced by the City;
- 4) dumping of wastes, including yard wastes and fill dirt, will be prohibited;
- 5) trash receptacles will be maintained and serviced as determined to be reasonable by the City of Olympia Parks Department;
- 6) trees will not be removed from the property except for purposes such as safety, allowing access to the pond by water birds, and allowing the growth of understory plants for children's play; and

ACKNOWLEDGEMENT OF RELEASE OF DEED RESTRICTIONS

Page 1 of 2

4476245
11/24/2015 11:32 AM Release
Thurston County Washington
CITY OF OLYMPIA

Pages: 4



7) none of the land will be used for parking.

The purpose of this Acknowledgement of Release of Deed Restrictions is to provide that with respect to that portion of the deeded property described on Exhibit "A" and shown on Exhibit "B" (the "Release Area"), these deed restrictions are no longer in effect and no longer encumber the property.

Prior to the deeding of the property to the City of Olympia the Release Area was used as driveway access and as a utility corridor for the City of Olympia and for the adjacent properties. The City of Olympia intends to dedicate the Release Area as public right-of-way to provide continued legal access to the adjacent properties and continued maintenance and operation of existing utilities within the Release Area.

The Grantor acknowledges both the prior and current use of the Release Area. The Grantor does not desire to restrict the use of the Release Area, and the Grantor releases all right to reclaim the Release Area for failure to comply with the deed restrictions.

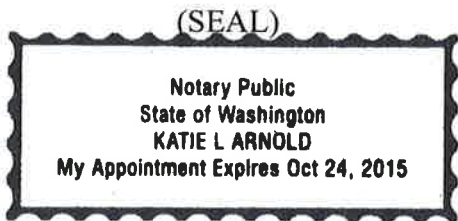
IN WITNESS whereof I have hereunto set my hand this 9th day of October, 2015.

Edward C. Fruitrich
Edward C. Fruitrich

STATE OF WASHINGTON)
County of Pierce) ss

On this 9th day of October, 2015, before me personally appeared Edward C. Fruitrich to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Katie L. Arnold
Signature
Print Name: Katie L. Arnold
Notary Public in and for the State of
Washington, residing at: Lakewood WA
My commission expires: Oct. 24, 2015

Approved as to form:

Darren Nieneker DCA
City Attorney

PROJECT NAME: MOORE ST. PATHWAY
PROJECT NO: 1511G
DATE: March 30, 2015

EXHIBIT "A"

RIGHT OF WAY DESCRIPTION

A Right of Way dedication over and across a portion of that Tract of land described in Statutory Warranty Deed, AFN 8704210031, Records of Thurston County, Washington, said dedication described as follows:

Commencing at the Southeast corner of said Tract;

Thence along the East line of said Tract, North 1°48'29" East 35.76 feet, to the **POINT OF BEGINNING**;

Thence, South 19°48'22" East 54.30 feet;

Thence South 1°48'29" West 16.67 feet;

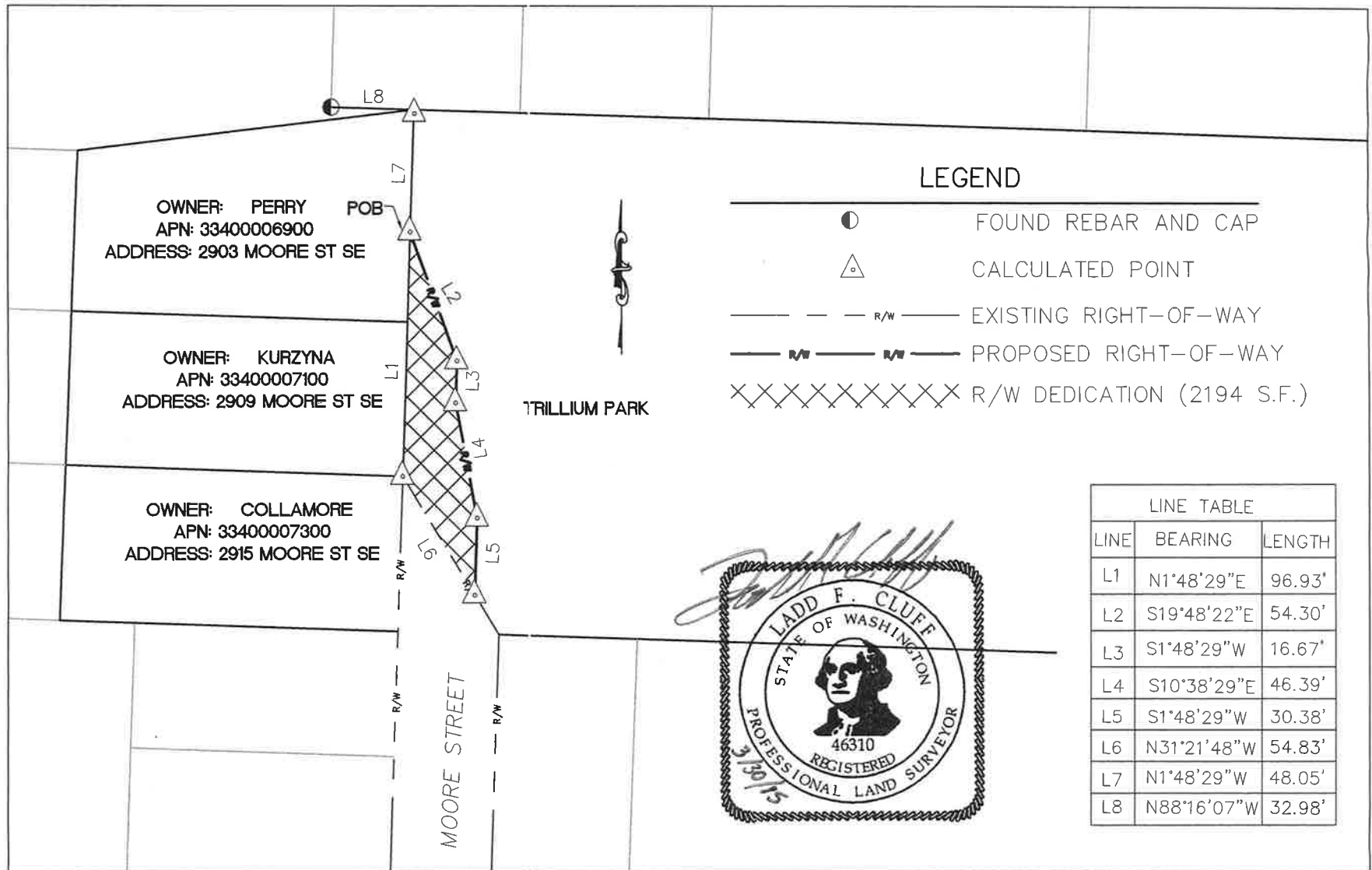
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Thence along the East line of said Tract, North 1°48'29" East 96.93 feet, to the **POINT OF BEGINNING**.





		PROJECT NO.	CITY OF OLYMPIA	DRAWING NAME
DRAWN	TCM	1511G	EXHIBIT "B"	R/W DEDICATION
QC REVIEW	LFC	DATE	MOORE STREET PATHWAY EASEMENT	
SCALE	N.T.S.	MAY 2015	NE 1/4, SECTION 26, T. 18 N., R. 2 W., W.M.	SHEET 1 OF 1

After recording return document to:
City of Olympia
Attention: Legal Department
P.O. Box 1967
Olympia, WA 98507-1967

Thurston County Treasurer

Real Estate Excise Tax Paid none

By 11/24/2015 M. [Signature] Deputy

Document Title: Acknowledgement of Release of Deed Restriction
Grantor: Robert E. Jacobs and Bonnell C. Jacobs
Grantee: City of Olympia
Legal Description: Lots 19G, 23 and 23B, Replat Bates Ext
Assessor's Tax Parcel Number: 33400009100

ACKNOWLEDGEMENT OF RELEASE OF DEED RESTRICTIONS

The Grantor, Robert E. Jacobs and Bonnell C. Jacobs, husband and wife, did on the 23 day of October, 1989 deed to the **CITY OF OLYMPIA**, a municipal corporation, the real estate described in that certain Quit Claim Deed recorded under Thurston County Auditor's File Number 8911080197, situated in the County of Thurston, State of Washington. Said Quit Claim Deed contained restrictions that read as follows:

The land described in Attachment #2 is conveyed and quit claimed to the City of Olympia in fee simple, but we may reclaim the property described in Attachment #2 if the City of Olympia ceases to preserve and maintain the property described in Attachments #2 and #3 in essentially their current condition, subject to the following restrictions:

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ACKNOWLEDGEMENT OF RELEASE OF DEED RESTRICTIONS

Page 1 of 2

4476243

11/24/2015 11:32 AM Release
Thurston County Washington
CITY OF OLYMPIA

Pages: 4



PROJECT NAME: MOORE ST. PATHWAY
PROJECT NO: 1511G
DATE: March 30, 2015

EXHIBIT "A"

RIGHT OF WAY DESCRIPTION

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Thence along the East line of said Tract, North 1°48'29" East 35.76 feet, to the **POINT OF BEGINNING**;

Thence, South 19°48'22" East 54.30 feet;

Thence South 1°48'29" West 16.67 feet;

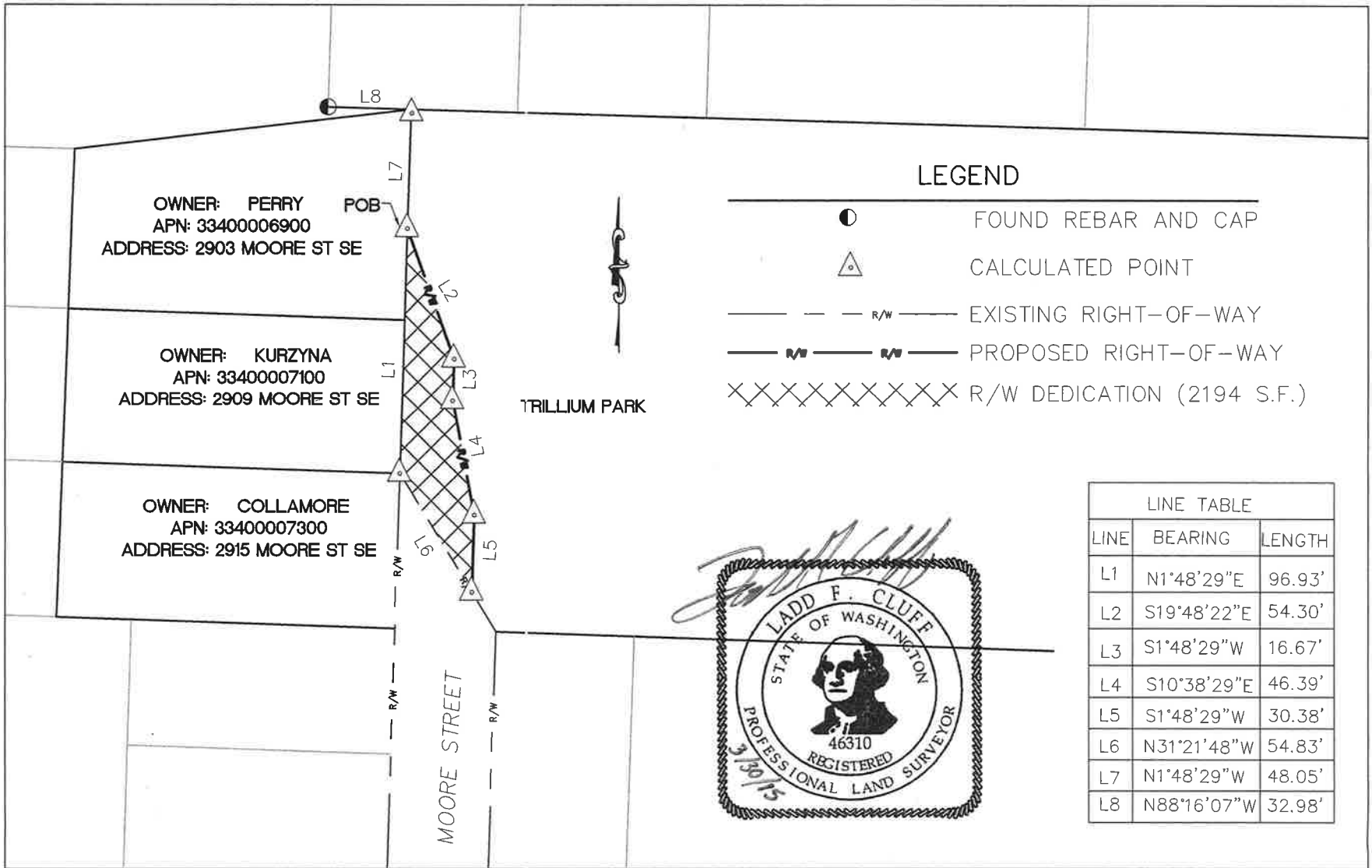
Thence South 10°38'29" East 46.39 feet;

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Thence North 31°21'48" West 54.83 feet, to the Southeast corner of a Tract of land described in Statutory Warranty Deed; AFN, Records of Thurston County, Washington;

Thence along the East line of said Tract, North 1°48'29" East 96.93 feet, to the **POINT OF BEGINNING**.



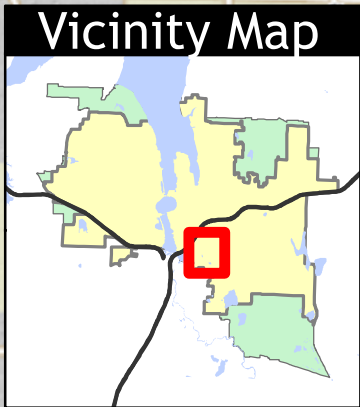


		PROJECT NO.	CITY OF OLYMPIA	DRAWING NAME
DRAWN	TCM	1511G	EXHIBIT "B"	R/W DEDICATION
QC REVIEW	LFC	DATE	MOORE STREET PATHWAY EASEMENT	SHEET 1 OF 1
SCALE	N.T.S.	MAY 2015	NE 1/4, SECTION 26, T. 18 N., R. 2 W., W.M.	



Moore Street Pathway

Vicinity Map



0 300 600 Feet 1 inch = 600 feet

Map printed 6/2/2015
 For more information, please contact:
 Ladd Cluff, City Surveyor
 (360) 753-8389

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.





LEGEND

- PROPERTY LINE
- - - R/W EXISTING RIGHT-OF-WAY
- - - R/W PROPOSED RIGHT-OF-WAY



		PROJECT NO.	CITY OF OLYMPIA EXHIBIT "C" MOORE STREET RIGHT-OF-WAY DEDICATION NE 1/4, SECTION 26, T. 18 N., R. 2 W., W.M.	DRAWING NAME
DRAWN	LFC	1511G		DECEMBER 2015
QC REVIEW	LFC	DATE		SHEET 1 OF 1
SCALE	N.T.S.	MAY 2015		



City Council

Approval of Interlocal Agreement with Thurston Conservation District's South Sound GREEN Watershed Education Program

Agenda Date: 1/5/2016
Agenda Item Number: 4.F
File Number: 16-0004

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

Title

Approval of Interlocal Agreement with Thurston Conservation District's South Sound GREEN Watershed Education Program

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the proposed intergovernmental agreement with the Thurston Conservation District for the 2016-2020 South Sound GREEN program.

Report

Issue:

Whether to approve the proposed intergovernmental agreement with the Thurston Conservation District for the 2016-2020 South Sound GREEN program.

Staff Contact:

Jeremy Graham, Associate Planner, Public Works Water Resources, 360.753.8097

Presenter(s):

None - Consent calendar item.

Background and Analysis:

The City of Olympia's Storm and Surface Water Utility has provided support to South Sound GREEN since its inception in 1992.

South Sound GREEN provides environmental education for grade school, middle, and high school students. They study local watershed issues, perform water quality monitoring and host the annual Student GREEN Congress. Every year over 1,200 students participate in South Sound GREEN.

The South Sound GREEN program relies on outside funding (both public and private) and is a great example of leveraging funds from many different sources. The current South Sound GREEN

intergovernmental contract between Olympia, Lacey, Tumwater, Thurston County, and Thurston Conservation District expires on December 31, 2015.
Continuing the provided services requires a new agreement.

Neighborhood/Community Interests (if known):

South Sound GREEN is highly regarded by the community and Olympia schools.

Options:

1. Approve the proposed intergovernmental agreement with the Thurston Conservation District for the 2016-2020 South Sound GREEN program.

Implications:

- a) The City of Olympia's Storm and Surface Water Utility will provide funding at the requested level (\$14,400/annually).
 - b) City of Olympia students continue to participate in water quality monitoring and watershed education as provided by South Sound GREEN.
 - c) City staff continues to participate on the South Sound GREEN Advisory Committee.
2. Fund South Sound GREEN at a reduced level.

Implications:

- a) Program service level in Olympia would decrease.
 - b) Regional cohesiveness and support for the program may be disrupted.
3. Discontinue all funding.

Financial Impact:

The Thurston County Conservation District requests \$14,400/year from the City of Olympia's Storm and Surface Water Utility. This is an increase from the current agreement of \$12,000/year. The Storm and Surface Water Utility has budgeted the necessary funding.

Attachment:

Interlocal Agreement

**INTERGOVERNMENTAL SERVICES CONTRACT
FOR SOUTH SOUND GREEN
BETWEEN
THE CITIES OF LACEY, OLYMPIA, TUMWATER, AND THURSTON COUNTY
AND THE THURSTON CONSERVATION DISTRICT**

THIS CONTRACT, pursuant to chapter 39.34 RCW, is made and entered into in five duplicate originals by and between the Cities of Lacey, Olympia, Tumwater, and Thurston County, hereinafter "LOCAL JURISDICTIONS" and THURSTON CONSERVATION DISTRICT, hereinafter "DISTRICT". Wherein the DISTRICT administers a watershed education program for grades 4-12 known as South Sound GREEN (SSG) the LOCAL JURISDICTIONS enter into this contract.

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. PURPOSE OF CONTRACT

The LOCAL JURISDICTIONS have storm and surface water utilities with a regulatory responsibility to provide education to the general public, including school aged children, on the impacts of stormwater on surface waters and to provide opportunities to become involved in stewardship activities. In addition, the Local Jurisdictions have determined that providing storm water and watershed-education through local partnerships offers a cost effective method to deliver required educational messages. The Local Jurisdictions enter into this contract with the DISTRICT because it has a proven record of administering an effective watershed-education program for grades 4-12 known as South Sound GREEN (SSG).

2. SERVICES PROVIDED BY THE CONTRACTOR

The DISTRICT represents that it is qualified and possesses the necessary expertise, knowledge, training, skills, and the necessary licenses and/or certifications to perform the services set forth in this Contract. The DISTRICT through the SSG program shall perform the following program activities and services designed to reduce or eliminate behaviors and practices that contribute to adverse stormwater impacts:

- a. Provide overall program coordination including two annual teacher watershed education networking meetings; provide classroom presentations on topics such as watersheds, water quality, and nonpoint pollution prevention; coordination with community water resources-related stewardship projects; coordination with school districts, agencies, and community groups to ensure good communication about SSG's educational programs, opportunities and activities, and to ensure school as well as community participation in activities listed below in items b. – j.
- b. Provide support and training for two water quality monitoring days (i.e., fall and winter) for approximately 1000 students, teachers, and volunteers. Support includes monitoring equipment, transportation for students, substitute teacher reimbursements, and lab fees.
- c. Organize and carryout a Student GREEN Congress in the spring for approximately 400 students. Activities shall include opportunities for water quality data analysis, water resources-

- related problem solving and stewardship, learning and applying new environmental education skills, and celebrating accomplishments. Support will include performance of all things necessary to hold the Student GREEN Congress including but not limited to providing associated materials and supplies, paying facility rental fees and transportation costs, and providing substitute teacher reimbursements.
- d. Provide an annual Summer Teacher Watershed Training Institute to present new information on watershed, stormwater, and water quality issues; meet with teachers to evaluate watershed, stormwater, and water quality education program results; and to recruit new teachers to SSG via the Summer Teacher Training Institute; including a component specifically targeted at new teachers. Support includes curriculum materials, speaker stipends, refreshments, and teacher stipends.
 - e. Provide three Water Quality Monitoring Teacher Training workshops (i.e., September, October, February) to provide: 1) Quality Assurance/Quality Control training; and 2) Updated background information and emerging issues on the Deschutes, Totten, Eld, Henderson Inlet and other local watersheds. Support will include facility rental costs, water quality monitoring equipment, curriculum, and teacher refreshments.
 - f. Evaluate the effectiveness of the program through student pre and post surveys that includes information on targeted behavior changes.
 - g. Provide labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the LOCAL JURISDICTIONS.
 - h. Perform according to standard industry practice of the work specified by this Contract.
 - i. Complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
 - j. The DISTRICT will submit billing invoices along with companion narrative progress reports to each jurisdiction on a quarterly basis within two weeks of the end of each calendar quarter. Quarterly narrative progress reports shall be provided to each jurisdiction in a format that is determined by and acceptable to the respective jurisdiction. In addition to the narrative, the 4th quarter report shall include the cumulative year-end numbers of participants.

4. BASE ANNUAL FUNDING

- a. In consideration for the services described, the LOCAL JURISDICTIONS shall provide funding to the DISTRICT, in the amounts shown below, except in the event of a non-appropriation of funds.

City of Lacey:	\$14,400
City of Olympia:	\$14,400
City of Tumwater:	\$ 5,000 (year-one, increasing to \$6,000 in years 2 -5)
Thurston County:	\$14,400

- b. Payment to the DISTRICT by each jurisdiction shall be on a quarterly basis, with 25 percent of each jurisdiction's annual payment being paid each quarter. Payment shall be made to the DISTRICT following receipt by each jurisdiction, of the DISTRICT'S invoice summarizing services rendered to date under this Contract. The DISTRICT will work with each LOCAL JURISDICTION to determine preferred report content and format.

5. NON-APPROPRIATION OF FUNDS

Should a LOCAL JURISDICTION fail to secure the base funding amount specified in Section 4 due to non-appropriation of funds, the LOCAL JURISDICTION shall provide written notice to the other LOCAL JURISDICTIONS and the DISTRICT within thirty (30) calendar days of its budget adoption. The LOCAL JURISDICTIONS and the DISTRICT agree to meet within fourteen (14) calendar days thereafter to discuss the impacts of such a budget non-appropriate or reduction. The LOCAL JURISDICTIONS either separately or collectively may elect to redistribute costs or eliminate DISTRICT services at their discretion.

6. EFFECTIVE DATE; DURATION OF CONTRACT

The term of this Contract shall commence upon the approval of the LOCAL JURISDICTIONS' respective governing bodies and the DISTRICT, and following posting on the DISTRICT's public website. This Contract will continue in effect until December 31, 2020. By this Contract, the parties ratify performance described in this Contract that was performed between January 1, 2016 and execution of this Contract by all parties.

7. HOLD HARMLESS AND INDEMNIFICATION

The DISTRICT agrees to indemnify, defend, and hold harmless LOCAL JURISDICTIONS, their elected officials, employees, and agents from and against any and all liabilities, losses, damages, expenses, actions, and claims, including reasonable attorneys' fees, arising out of or in connection with the DISTRICT'S performance of this Contract except for any damages arising out of bodily injury to persons or damage to property arising from the sole negligence of the LOCAL JURISDICTIONS, their agents or employees.

It is further specifically and expressly understood that the indemnification provided herein constitutes the DISTRICT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. CONTRACT REPRESENTATIVES; NOTICE

Each party to this Contract shall have a representative. The LOCAL JURISDICTIONS' representatives shall serve on the South Sound Green Advisory Committee and, by July of each year, will advise the committee as to the proposed amount each jurisdiction will contribute. Each representative shall serve as the contract administrator for his or her jurisdiction, for purposes of this Contract. Notice required under this Contract shall be sent to the address designated for the parties, below. Contract representatives

may be changed upon notice to the other parties. Notice will be deemed to be received three business days following deposit in the U.S. Mail, postage prepaid.

THURSTON CONSERVATION DISTRICT

Stephanie Bishop, South Sound GREEN Coordinator or designee
Thurston Conservation District
2918 Ferguson St. SW, Suite A
Tumwater, WA 98512
Phone: (360) 754-3588, Ext. 108

CITY OF LACEY

Kim Benedict or designee
Lacey Water Resources
PO Box 3400
Lacey, WA 98509-3400
Phone: (360) 438-2687

CITY OF OLYMPIA

Michelle Stevie or designee
Olympia Water Resources
PO Box 1967
Olympia, WA 98507-1967
Phone: (360) 753-8336

CITY OF TUMWATER

Deborah Smith or designee
Tumwater Water Resources
555 Israel Rd. SW
Tumwater, WA 98501
Phone: (360) 754-4148

THURSTON COUNTY

Chris Maun or designee
Water Resources Division
2000 Lakeridge Drive, SW – Bldg. 4, Room 100
Olympia, WA 98502
Phone: (360)-754-3355 ext.6377

9. TERMINATION AND MODIFICATION

Any party may terminate participation in this Contract by giving 30 days' written notice of intent to terminate to the other parties, provided that LOCAL JURISDICTIONS shall be obligated to pay the quarterly invoice for the quarter in which the LOCAL JURISDICTION terminates. This Contract may only be modified by agreement of all the parties hereto, executed in writing, in the same manner as this Agreement.

10. JURISDICTION AND VENUE

This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the

State of Washington, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof, shall be instituted only in any of the courts of competent jurisdiction in Thurston County, Washington.

11. SEVERABILITY

- a. If, for any reason, any part, term or provision of this Contract is held by a court of competent jurisdiction to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith.

12. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Contract shall be in writing and signed by all parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Contract does not constitute a waiver of the provisions of this Agreement.

13. RECORDATION.

Per RCW 39.34.040, this agreement shall be posted and electronically available to the public on the DISTRICT's website.

14. PROPERTY.

No real or personal property is to be jointly acquired, held, or disposed under this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in quintuple originals to take effect on the date written above.

THURSTON CONSERVATION DISTRICT

Kathleen Whalen
Executive Director
Date: _____

APPROVED AS TO FORM:


CITY OF LACEY

By: _____
David Schneider
City Attorney

Scott Spence, City Manager
Date: _____

APPROVED AS TO FORM:

CITY OF OLYMPIA

By: 
Annaliese Harksen
Assistant City Attorney

Cheryl Selby
Mayor
Date: _____

APPROVED AS TO FORM:

CITY OF TUMWATER

By: _____
Karen Kirkpatrick
City Attorney

Pete Kmet
Mayor
Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:
JON TUNHEIM
PROSECUTING ATTORNEY

THURSTON COUNTY

By: _____
Scott Cushing
Deputy Prosecuting Attorney

Cynthia Wilson
Dept. of Resource Stewardship
Interim Director
Date: _____



City Council

Approval of 2016 Facility Lease Agreement with Senior Services for South Sound

Agenda Date: 1/5/2016
Agenda Item Number: 4.G
File Number: 16-0010

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

Title

Approval of 2016 Facility Lease Agreement with Senior Services for South Sound

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve and authorize the City Manager to sign the 2016 facility lease agreement with Senior Services for South Sound for space at The Olympia Center.

Report

Issue:

Whether to renew the lease at The Olympia Center with Senior Services for South Sound.

Staff Contact:

Scott River, Associate Director, 360-753-8506

Presenter(s):

None - Consent calendar item

Background and Analysis:

Senior Services for South Sound has leased space at The Olympia Center since the building opened in 1987. This lease is consistent with agreements from previous years. Senior Services for South Sound has reviewed and approved the attached contract.

Senior Services for South Sound coordinates regional services for seniors in Thurston and Mason Counties. Their lease at The Olympia Center includes regional office space as well as programming and office space necessary for the local operations of the Olympia Senior Center.

Lease Terms -

- Length: Calendar year 2016.
- Space: Office, lobby, reception, kitchen, storage and work space at The Olympia Center.
- Lease Payment: \$6,680.13 per quarter, plus an additional charge for extra hours of

- program/special event space use above the hours detailed in the agreement.
- Utilities: City provides all utilities except telephones.
- Janitorial Service: Olympia provides janitorial and facility maintenance services; except that the Senior Services is responsible for any repairs or alterations that they cause, except for ordinary wear and tear.

Neighborhood/Community Interests (if known):

None known

Options:

Option 1: Authorize the City Manager to sign the 2016 lease.

Implications:

1. Continues partnership between City and Senior Services for South Sound.

Option 2: Require staff to amend proposed contract with Senior Services for South Sound.

Implications:

1. Requires reopening of negotiations with Senior Services for South Sound.

Financial Impact:

No impact on expense budget. Meets budgeted revenues forecast for leases at The Olympia Center in 2016.



THIS LEASE AGREEMENT is made and entered into between the City of Olympia, herein referred to as "OLYMPIA" and SENIOR SERVICES FOR SOUTH SOUND, a Washington nonprofit corporation, herein referred to as "USER."

1. Premises. In consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, OLYMPIA hereby leases to USER a portion of The Olympia Center, herein referred to as the CENTER, located at 222 Columbia St NW, Olympia, Washington. More specifically, said portion is described generally as follows (and in detail on the attached "Exhibit A," which is hereby incorporated by reference as though fully set forth herein):

- a.) OLYMPIA agrees to grant the USER exclusive use of the following areas:

Dedicated Space

Office, reception, storage and work space for Senior Services for South Sound, Information & Assistance, Health and Hygiene, and Senior Nutrition Program, and the Senior Boutique.

In 2015, the Service to At Risk Seniors Program (STARS) was eliminated due to funding shortages. This space will be converted to a Health and Hygiene program with the understanding that should the STARS program be reinstated the Health and Hygiene room would be converted back to STARS. Primary programming purposes for the Health and Hygiene Room will be: health consultations, medical checks, therapeutic programs for individuals, inclusion programming for seniors with developmental disabilities, personal hygiene procedures and consultations.

Lobby Space

The South Lobby is for the exclusive use of the USER during all building hours as established by OLYMPIA.

USER shall be responsible for providing access to their staff and any third party individuals or organizations and provide appropriate supervision during the use. USER will not provide CENTER keys or access codes to volunteers without written agreement by OLYMPIA. OLYMPIA will not be responsible for providing access to any exclusive use areas for third party individuals or organizations.

- b.) OLYMPIA agrees to grant the USER nonexclusive use of the following areas based upon the agreed upon hours of use by the USER. Costs associated with this use are provided for in USER's rent obligation.

Additional use beyond these hours will be charged 200% of the senior rate once hours have been exceeded for each space type.



Programming Space (Nonexclusive)

Various program spaces as agreed to between OLYMPIA and USER. The breakdown of program space is:

- Class/meeting rooms – 2250 hours
- Multi-Purpose room “A” – 1190 hours
- Gymnasium – 450 hours
- Special Events – 120 hours in various rooms.

All “early open” (before 8am) or “late close” (after 10pm) hours will be charged to USER using the standard hourly rate for those hours. USER will communicate anticipated extra hours in advance to allow OLYMPIA to appropriately schedule staff when necessary. Thirty (30) days advance notice is preferable, but not required.

Kitchen Space (Nonexclusive)

The Main Kitchen will be managed cooperatively by OLYMPIA and USER. Responsibilities will be as follows:

OLYMPIA

- All scheduling of facility
- Coffee service scheduling and fee collection
- Equipment repair and replacement
- Supervision of community use, except Senior Services

USER

- Provide coffee service as scheduled.
- Daily cleaning and general upkeep
- Maintain inventory of utensils, plates, cups, mugs, and other specific items as necessary.
- Training for community users (Senior Services staff can establish a schedule for training that does not conflict with nutrition operations).

At the end of the regular nutrition program (2pm, Mon-Fri), all appliances and dishes (i.e. coffee cups) will be clean and ready for community use. Any hours, including but not limited to stocking, appliance use, cleaning, or prep work requiring extra time shall be booked through OLYMPIA to avoid conflicts with community users.

In 2010, USER accepted donation of a new walk-in freezer. In order to accept this donation, space was converted to accommodate the equipment. OLYMPIA agreed to allow USER to modify the mutually agreed upon space on the condition that when the USER vacates the premises, the freezer will be removed and USER will convert such space back to its original purpose (sink and prep space).



- c.) USER is authorized to permit third party individuals and organizations access to exclusive use areas provided that the primary purpose of the third party is to promote or support senior interests in the Olympia community. Use of programming space by a group under the co-sponsorship of the USER that generates money will be charged 400% of the senior rate).
2. Term of Lease. This lease shall commence January 1, 2016, and shall terminate on December 31, 2016.
 3. Rent. USER agrees to pay OLYMPIA a total of \$6,680.13 per quarter, as rental payment hereunder, for an annual total of \$26,720.52. One quarter of said annual total shall be due and payable within 30 days of the end of each quarter during the term of said lease. Payment shall be made payable to the City of Olympia and provided to the CENTER Manager.
 4. Annual Report. USER agrees to provide OLYMPIA with a written annual report summarizing participation, activity and the financial status of the organization. This report will be submitted by May 1 following each calendar year.
 5. Utilities. USER agrees that OLYMPIA shall pay the cost of all utilities, except telephone service. The cost of purchasing or leasing telephones and/or installing and maintaining same shall be the responsibility of the USER.
 6. Maintenance and Repair. OLYMPIA shall provide janitorial services, to include vacuuming, emptying of garbage, washing of windows, dusting, and general cleaning on a schedule to be determined by OLYMPIA. OLYMPIA shall also provide maintenance services to include replacement of light bulbs, painting, interior repair, and toilet articles. USER is responsible for all repairs necessary due to the negligence of the USER, his/her agents, invitees or employees.
 7. USER's Repairs and Alterations. USER agrees to keep the leased premises clean and in a sanitary condition, to repair and/or pay to repair any and all damage to the leased premises caused by the USER, and upon surrendering possession, to leave the leased premises in good condition, except for ordinary wear and tear. The USER will not make any alterations, additions, or improvements without prior written consent of OLYMPIA. The USER will not commit any waste or damage of the premises.
 8. Damage by Casualty. In the event said premises shall be destroyed or damaged by fire or other casualties so that the same shall be unfit for use or occupancy, then OLYMPIA shall, within fifteen (15) days after said casualty, notify the USER whether or not OLYMPIA elects to rebuild the premise and lease it in the same manner. If OLYMPIA elects not to rebuild the premises, then this lease shall be terminated and all rents will be adjusted as of said date of OLYMPIA's decision. If OLYMPIA elects to rebuild the premises, then the rent shall be suspended for such period as USER is not in possession and until the premises can be made fit for the USER's occupancy. OLYMPIA and USER hereby expressly waive their right of



subrogation against the other party and waive their entire claim of recovery against the other party for loss, damage, or injury from fire or other casualty, included in the extended coverage insurance endorsement, whether due to negligence of any of the parties, their agents, or employees or otherwise.

9. Insurance. The USER shall provide a certificate of insurance, including endorsements, showing evidence of commercial general liability insurance with combined single limits of liability not less than \$2,000,000 for bodily injury, including personal injury or death, products liability and property damage.

OLYMPIA must be named as an additional insured as respects this lease and such insurance as is carried by the USER is primary over any insurance carried by OLYMPIA. In the event of non-renewal, cancellation, or material change in the coverage provided, thirty (30) days written notice will be furnished OLYMPIA prior to the date of non-renewal, cancellation or change, such notice to be sent to the City of Olympia Associate Director/Recreation, 222 Columbia St NW, Olympia, Washington 98501. OLYMPIA has no obligation to report occurrences unless a claim is filed with OLYMPIA and OLYMPIA has no obligation to pay premiums.

10. Hold Harmless and Indemnity. The USER agrees to defend, indemnify, and hold harmless OLYMPIA, its appointed and elected officers and employees, from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the USER, its employees, volunteers, or agents, or by the User's breach of this Agreement, except for such injury or damage as shall have been occasioned by the sole negligence of OLYMPIA, its appointed or elected officials or employees.
11. Publicity. USER agrees to provide OLYMPIA, specifically the CENTER Manager, with any and all publicity information affecting the CENTER.
12. Termination. This lease may be terminated in its entirety, or a portion of occupied space may be terminated, at any time by either party by thirty (30) days notice to the other party of such termination.
13. Assignment and Subletting. USER shall not assign this lease nor sublet the leased premises without the consent of OLYMPIA. USER agrees to pay all rent, maintenance and repair costs and all other expenses and costs contained herein. The collection of any and all assigned or sublet costs as agreed to between parties will be the sole responsibility of USER.
14. Furniture. USER shall provide, at its own expense, all furniture necessary for its possession and use in the leased office area of the CENTER. Furthermore, USER shall be responsible to



reasonably maintain said furniture and replace same, if necessary, to maintain decorum consistent with that of the remainder of the CENTER.

15. Rules. USER shall comply with all laws, statutes, rules, regulations, ordinances, and resolutions promulgated either by the federal government, State of Washington, or the City of Olympia. Such rules include any and all rules of operation and procedure issued by OLYMPIA.
16. Hours and Days of Operation. USER shall be entitled to use and possession of the facilities during normal hours in which the CENTER is open to the public. To maintain a safe and secure facility for staff and assets, OLYMPIA may close the CENTER under the following conditions and in this order:
 1. After 5:00pm on regular business days, or any time on Saturdays.
 2. Whenever no building rentals, recreation programs, or senior programs are scheduled.

The Senior Lobby and Health & Hygiene Room use are not considered as “programming” after 5pm on weekdays or on Saturdays. Accommodations for the Senior Lobby and Health and Hygiene may be considered on a case by case basis at the request of USER, and allowed at the discretion of OLYMPIA. Meeting or programming use of the Senior Lobby and Health and Hygiene Room by USER after 5pm on weekdays and all day Saturday will be scheduled with OLYMPIA through the established procedures for room use scheduling.

17. Default. It is agreed that if USER shall abandon or vacate said premises before the end of the term, or if any rent shall be due and unpaid, or if default is made of any of the covenants and agreements to be performed by USER as set forth herein, then OLYMPIA may, at its option, enter upon said premises and re-let the same for such rent and upon such terms as OLYMPIA may see fit, and if the full rental herein shall not be realized by OLYMPIA over and above any expenses to OLYMPIA to such re-letting, USER will pay all deficiency promptly upon demand, or OLYMPIA may declare said lease terminated and forfeited and take possession of the said premises. USER agrees to pay reasonable attorney’s fees and court costs should it be necessary to enforce any of OLYMPIA's remedies in this paragraph.
18. Audits. Upon request, USER shall make all financial information, including revenues and expenses, available to OLYMPIA. Financial reserves shall likewise be made available. Any terms, conditions, or restrictions attached to operating or reserve funds shall be identified. Information must be itemized to show the revenues, expenses, and cash reserves of each component program of USER.
19. Equipment Failure. OLYMPIA shall not be responsible for financial and/or material loss of perishable food products as a result of mechanical or electrical failure or loss of any effects resulting from equipment failure.



20. Security of Premises. USER is responsible for securing all non-public areas under its lease upon completion of use. OLYMPIA shall not be responsible for any loss sustained by USER as a result of failure to properly secure facilities. Additionally, USER will indemnify, defend and hold OLYMPIA harmless from any liabilities, claims, suits or damages for any and all loss sustained by OLYMPIA arising out of USER's failure to secure and protect the leased premises.

21. Notices. All notices required or given under this agreement shall be given to the following persons:

LESSOR: City of Olympia
Contact Person: Scott River, Associate Director
Address: The Olympia Center
222 Columbia St NW
Olympia, Washington 98501
Telephone: (360) 753-8380

LESSEE: Senior Services for South Sound
Contact Person: Eileen McKenzie-Sullivan
Address: 222 Columbia St NW
Olympia, Washington 98501
Telephone: (360) 586-6181

22. Entire Agreement. This document constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this agreement requested by either party may only be by mutual agreement, in writing signed by duly authorized representatives of the parties. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

23. Interpretation/Venue. The rights and obligations of the parties and all interpretations and performance of this agreement shall be governed in all respects by the laws of the State of Washington. Section headings are inserted for convenience only and shall not be used in any way to construe the terms of this contract. Venue is proper in Thurston County, Washington.

23. Ratification. Any act consistent with the terms of this agreement but prior to its final execution is hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed, such parties acting by their representatives being duly authorized.

** SIGNATURES ON FOLLOWING PAGE **



City Council

Approval of an Appropriation Ordinance in the Amount Of \$203,200 for the Quince Street Sidewalk Project

Agenda Date: 1/5/2016
Agenda Item Number: 4.H
File Number: 16-0003

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

Title

Approval of an Appropriation Ordinance in the Amount Of \$203,200 for the Quince Street Sidewalk Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the appropriation ordinance in the amount of \$203,200 for the Quince Street Sidewalk on first reading and forward to second reading.

Report

Issue:

Whether to approve an ordinance to appropriate *Safe Routes to School* grant funds for the design, right-of-way, and construction of the Quince Street Sidewalk Project between Miller Avenue and Reeves Middle School.

Staff Contact:

Randy Wesselman, Public Works Transportation, 360.753.8477

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

On April 15, 2015, the City Council approved staff to submit the Quince Street Sidewalk Project for the *Safe Routes to School* grant program. The City applied and received grant funds for this project.

The project will remove an existing asphalt walking path on the east side of Quince Street, between Miller Avenue and Reeves Middle School, and replace it with a concrete sidewalk. The sidewalk is scheduled to be constructed in 2016.

In order to proceed with the project, the *Safe Routes to School* grant funds need to be appropriated.

Neighborhood/Community Interests (if known):

The Student Council at Reeves Middle School has requested this sidewalk, as well as parents and local residents. The Northeast Neighborhood Association has been actively promoting walking and encouraging students to walk and bike to school. The Olympia School District supports this project.

Options:

1. Approve the appropriation ordinance for \$203,200 for the Quince Street Sidewalk on first reading and forward to second reading. The project will proceed as planned.
2. Do not adopt the appropriation ordinance. The project will not proceed.

Financial Impact:

The Quince Street Sidewalk Project is funded as follows:

Safe Routes to School Grant	\$203,200
Local Match - CFP Sidewalk Funds	<u>\$ 50,800</u>
Total Project Cost	\$254,000

Attachment:

Appropriation Ordinance

Ordinance No.

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON,
RELATING TO THE 2016 BUDGET, APPROPRIATING WITHIN THE
CAPITAL IMPROVEMENT FUND \$203,200 FOR THE QUINCE STREET
SIDEWALK PROJECT.**

WHEREAS, the City has received a Safe Routes to School Grant in the amount of \$203,200;
and

WHEREAS, the City has within its current budget \$50,800 as a match to the grant to fund the
total cost of the project, which is \$254,000; and

WHEREAS, the City must specifically provide for the appropriation of the grant funds into the
project budget; and

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

Section 1. That the following appropriations are hereby made:

CAPITAL IMPROVEMENT FUND

Resources:	Safe Routes to School Grant	\$203,200
	TOTAL RESOURCES	\$203,200
Appropriations:	Quince Street Sidewalk Project	\$203,200
	TOTAL APPROPRIATIONS	\$203,200

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 Council

Approval of Recommendation to Improve Right -of-Way Acquisition Process for Projects Previously approved by the City Council

Agenda Date: 1/5/2016
Agenda Item Number: 4.1
File Number: 16-0027

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

Title

Approval of Recommendation to Improve Right-of-Way Acquisition Process for Projects Previously approved by the City Council

Recommended Action

Committee Recommendation:

The Land Use and Environment Committee forwards its recommendation to full Council to approve an amendment to Olympia Municipal Code Subsection 3.16.020.B, adding a third exception to the right-of-way acquisition process.

City Manager Recommendation:

Move to approve an amendment to Olympia Municipal Code Subsection 3.16.020.B adding a third exception to the right-of-way acquisition process.

Report

Issue:

Whether to approve an amendment to Olympia Municipal Code Subsection 3.16.020.B, adding a third exception to the right-of-way acquisition process.

Staff Contact:

Fran Eide, P.E., City Engineer, Public Works Engineering, 360.753.8422

Presenter(s):

None - Consent calendar item.

Background and Analysis:

The purpose of OMC Chapter 3.16, Contracts, is to establish a uniform practice to approve and execute City of Olympia contracts, ensure Council review of important documents in an efficient manner and establish authority to execute these documents. This Chapter also requires that all documents related to real property be presented to Council before they are executed, with two exceptions in OMC 3.16.020.B:

- (1) Dedication by a private developer to satisfy a permit requirement, and

(2) Temporary construction licenses.

On December 10, 2015, staff made a presentation to the Land Use and Environment Committee recommending a third exception be added to OMC 3.16.020.B to address parcels needed to construct a project that has been previously approved by the City Council through the annual adopted Capital Facilities Plan.

Neighborhood/Community Interests (if known):

A revised process will allow City staff to complete the acquisition process in a more efficient and timely manner:

- Allowing staff to engage Council early in the process concerning the need for right-of-way acquisitions, rather than after an offer has been made;
- Allowing staff to compensate the property owner when the agreement is reached;
- Allowing the project to move to construction sooner;
- Avoiding the necessity of bringing every right-of-way parcel acquisition back to Council for approval before execution of the purchase agreement by the City Manager.

Options:

Approve the proposed changes to OMC Subsection 3.16.020. Staff will be able to complete property acquisitions in a transparent, efficient manner.

Do not approve the proposed changes to OMC Subsection 3.16.020.B. Staff will continue our current practice of bringing each property acquisition to Council for approval after negotiations with the property owner is complete. No efficiency will be realized.

Financial Impact:

The proposed process will reduce project costs by eliminating the need to draft, review and finalize multiple staff reports. The actual amount varies depending on number of parcels acquired in connection with the Council approved project.

Attachment:

Legal Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO COUNCIL APPROVAL OF CERTAIN DOCUMENTS, AMENDING SECTION 3.16.020 OF THE OLYMPIA MUNICIPAL CODE.

WHEREAS, Olympia Municipal Code 3.16.020 currently requires that City Council approve each instrument pertaining to the City's use, disposition, conveyance, or acquisition of real property even for projects that Council has already approved through its capital improvement project process; and

WHEREAS, the process tends to frustrate progress, in particular, on projects where the City must acquire multiple right of way parcels; and

WHEREAS, adding a third exception to section B of Olympia Municipal Code 3.16.020 will allow for a more efficient process by authorizing the City Manager to sign certain instruments when associated with a capital improvement project that has previously been approved by City Council;

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

Section 1. Amendment of OMC 3.16.020. Olympia Municipal Code 3.16.020 is hereby amended to read as follows:

3.16.020 Council Approval

The following documents and instruments shall be presented to the City Council for approval prior to their execution by the City Manager:

- A. Interlocal agreements: All contracts, agreements, memoranda of understanding, or other documents between the City of Olympia and any other governmental agency or agencies. An agreement in association with a grant application is not considered an interlocal agreement for purpose of this subsection but is subject to the monetary thresholds in Subsection C.
- B. Instruments pertaining to real property: any contract, agreement, lease, easement, bill of sale, or other instrument pertaining to the City's use, disposition, conveyance, or acquisition of real property.

Exceptions:

- (1) An acceptance by the City in its regulatory capacity of a dedication from a development is not subject to ~~this subsection~~ Council approval.
- (2) Temporary construction licenses are not subject to ~~this subsection~~ Council approval.
- (3) The City Manager is authorized to sign the following without further City Council approval:
All instruments pertaining to the City's use, disposition, conveyance, or acquisition of real property

by whatever method, provided that such transaction is associated with a capital improvement project that has been previously approved by Council.

C. Any contract, agreement, or other document with a cost over \$300,000.

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

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



ASSISTANT CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Aquatic Habitat Stewardship Program Update

Agenda Date: 1/5/2016
Agenda Item Number: 6.A
File Number: 15-0889

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

Title

Aquatic Habitat Stewardship Program Update

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive a progress report on the Habitat and Stewardship Program and provide guidance

Report

Issue:

Review progress on the first year of Aquatic Habitat Stewardship Program implementation.

Staff Contact:

Jesse Barham, Associate Planner (Habitat), Public Works Water Resources 360.753.8164
Joe Roush, Environmental Service Supervisor, Public Works Water Resources 360.753.8563

Presenter(s):

Jesse Barham, Habitat Planner

Background and Analysis:

With support from the Utility Advisory Committee, staff completed an in-depth evaluation of aquatic habitat within the City. This evaluation identified and prioritized habitat needs, and recommended various approaches for protecting and improving habitat. Staff presented the resultant Habitat and Stewardship Strategy to the Utility Advisory Committee in January 2014 and to the City Council in May of 2014.

Subsequently, staff launched a two-year pilot project to implement portions of the strategy. This included habitat planning on both public and private lands, implementation of a variety of restoration projects, and the creation of multiple partnerships. Partners include other City Departments/work groups, other agencies, neighborhoods, and private property owners.

Staff will provide the City Council with a progress report on the first year of this work effort.

Neighborhood/Community Interests (if known):

The work effort builds upon neighborhood and community interests in habitat protection and enhancement. It helps guide the Storm and Surface Water Utility as it works to implement the aquatic habitat goals and policies of the City's Comprehensive Plan and the Storm and Surface Water Master Plan.

A focus group of neighborhood and community group representatives provided insights into community needs in December of 2014.

Options:

City Council could modify staff's approach and/or timing of this initiative in order to better serve community needs.

Financial Impact:

No additional financial impact at this time.

Attachments:

Aquatic Habitat Program Progress Report - November 2015

Habitat Stewardship Program

November 2015 Progress Report



Water Resources - Environmental Services
City of Olympia, Public Works



City of Olympia, Water Resources Habitat Stewardship Program November 2015 Progress Report

Program Development Overview

The Storm and Surface Water Utility has three primary goals: minimizing flooding, maintaining or improving water quality, and protecting and enhancing aquatic habitat. The habitat program was created to implement the 2013 Habitat and Stewardship Strategy by focusing additional resources on aquatic habitat protection and enhancement City- wide. Work was initiated in October 2014 when new staff was hired and existing staff dedicated a portion of their time on habitat stewardship efforts. The program supports City-wide environmental enhancement priorities and projects.

Program Goal: Partner with the community to protect, steward, and restore aquatic, riparian, and associated terrestrial habitats within Olympia’s watersheds.

Program Objectives:

1. Restore and facilitate natural processes in aquatic and associated habitats within the City of Olympia.
2. Restore and enhance upland forest, riparian forest, and wetland native species and structural diversity.
3. Preserve and restore riparian habitats to support a diversity of native wildlife and plant species.
4. Support neighborhood advocacy and stewardship of aquatic and associated habitats.
5. Improve water quality and aquatic habitat of streams, lakes, Budd Inlet, and adjacent shoreline.

STRATEGIES	ACCOMPLISHMENTS	FUTURE PRIORITIES
Engage community and solicit input.	<ul style="list-style-type: none"> • Hosted focus group to identify program priorities with neighborhood and community organization representatives. • Attended two Coalition of Neighborhoods Assn. meetings. • Partnered with Northeast Neighborhood Assn. on the 2015 Mission Creek Watershed Forum 	<ul style="list-style-type: none"> • Prepare annual update on accomplishments and priorities • Provide additional outreach to neighborhoods and community organizations • Pilot a project focused on the Mission Creek Watershed
Collaborate on habitat stewardship efforts across departments.	<ul style="list-style-type: none"> • Interdepartmental habitat work group with Olympia Parks, Arts and Recreation (OPARD). • Managing West Bay Environmental Restoration Assessment with Port, OPARD, and Squaxin Island Tribe. • Coordinating noxious weed related needs with Thurston County staff. 	<ul style="list-style-type: none"> • Support OPARD, Public Works, and other internal habitat-related efforts on City-owned or managed properties. • Continue coordination of noxious weed management on City property. • Develop agreements with at least three privately-owned parcels/or homeowner association
Develop legal authority and mechanism to provide stewardship work on private properties.	<ul style="list-style-type: none"> • Developed framework and legal agreement. • Entered into two agreements. 	<ul style="list-style-type: none"> • Develop agreements with at least three privately-owned parcels/or homeowners

Summary of Program Metrics

<u>Acres in Stewardship</u> Parks – 50 Water Resources – 36 Private – 17	<u>Native Plants Installed</u> Approximately 9,100 native trees and shrubs installed. 5, 850 planned 2015-16.	<u>Volunteers</u> Collaborated on 7 events. Supported 800+ volunteers contributing over 1,775 hours.
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Partnerships

Partnerships are key to the success of the habitat program. Aquatic resources and habitat concerns span various public and private ownership across the City. Working together with other City departments, neighborhoods, and community groups is critical to restore and protect aquatic and associated habitat across the landscape by leveraging efforts of partners and building advocacy to implement scientifically-based projects and programs.

PARTNERS	ACCOMPLISHMENTS	FUTURE PRIORITIES
<p style="text-align: center;">Internal</p> <ul style="list-style-type: none"> • Olympia Parks, Arts, and Recreation (OPARD) • Olympia Community Planning and Development (Urban Forestry and Long Term Planning) • Olympia Drinking Water Utility <p style="text-align: center;">External</p> <ul style="list-style-type: none"> • Capitol Land Trust (CLT) • South Puget Sound Salmon Enhancement Group (SPSSEG) • City of Lacey • City of Yelm • Olympia Coalition for Ecosystem Preservation (OCEP) • Goldcrest Homeowners Assn • Northeast Neighborhood Assn (NENA) • 4-H • Port of Olympia (Port) • Squaxin Island Tribe • The Evergreen State College (TESC) • Quixote Village • Washington State Departments of Ecology/Washington Conservation Corp, Natural Resources and Enterprise Services 	<ul style="list-style-type: none"> • Collaborated with OPARD on open space habitat assessments, stewardship planning, volunteer events, and restoration work. Completed habitat assessment of Mission Creek Nature Park. • Implemented restoration planting projects at Grass Lake Nature Park with TESC and at Allison Springs with CLT. • Supporting Deschutes Ranch riparian planting and wetland restoration associated with water rights mitigation in collaboration with SPSSEG, Lacey and Yelm. • Assisted OCEP landowner with stewardship planning, volunteer event, and restoration at the Westside heron rookery. • Developed stewardship plan for Goldcrest HOA community-owned open space in the headwaters of Green Cove Creek. • Partnering with the Port of Olympia, OPARD and the Squaxin Island Tribe on a West Bay restoration assessment. • Supporting Quixote Village habitat stewardship on their property and the adjacent Black Lake Meadows stormwater facility. • Partnered with NENA to organize the 2nd annual Mission Creek Watershed Forum. 	<ul style="list-style-type: none"> • Continue to collaborate with internal and external partners to further stewardship of aquatic and associated habitat in all watersheds within the City of Olympia. • Engage with neighborhoods and community groups supporting aquatic stewardship in the various watersheds of the City.

Projects and Events

The habitat program has participated and partnered on a number of habitat stewardship projects in the community. These projects improve aquatic and associated habitat at key sites within the City of Olympia and engage community volunteers.

PROJECTS	ACCOMPLISHMENTS	FUTURE PRIORITIES
Deschutes Ranch Wellfield Mitigation	WCC planted over 6,000 native trees and shrubs in the first phase of riparian restoration. Technical assistance provided on future riparian restoration phases and 20-acre wetland restoration.	Continue technical advice and support on required mitigation actions and site management needs. Assist with replanting this winter.
Allison Springs Restoration	Installed over 1,000 plants with CLT volunteers on continued restoration efforts.	Continue to provide maintenance and invasive plant control work at the site.
4-H Know Your Government Conference Restoration Event	Assisted OPARD staff in coordinating 300 volunteers to pull ivy and plant cedar trees at Priest Point Park.	Continued support of joint Parks/Water Resources habitat stewardship events.
2015 Arbor Day Celebration with Olympia Parks and Urban Forestry	Partnered with OPARD, and Community Planning and Development (CP&D) – Urban Forestry Program to celebrate Arbor Day on March 28th with two concurrent volunteer stewardship events at Grass Lake Refuge and Priest Point Park, a celebration at the Artesian Commons, and a ceremonial street tree planting.	Continue to collaborate with OPARD and CP&D to continue a tradition of celebrating Arbor Day as one City. (April 16, 2016 planned)
Grass Lake Refuge – Shoreline of Lake Louise near Kaiser Entrance	Collaboration with OPARD and volunteers in removing 1.5 acres of blackberry to prepare the site for planting with native species. Installed wood duck boxes on the shoreline of Lake Louise. Restored 0.5 acre with native shoreline species, and planted 300 cedar trees with volunteers.	Complete a habitat and stewardship assessment of Grass Lake Refuge to identify and prioritize restoration opportunities.
Lower Mission Creek in Priest Point Park	Collaboration with Parks Stewardship on ivy removal and planting near the mouth of Mission Creek during multiple events. This work builds off of prior restoration efforts at the Mission Creek estuary by SPSSEG, the Port, and City of Olympia.	Complete a collaborative habitat and stewardship assessment of Priest Point Park with OPARD Staff. Initial focal project to restore lower Mission Creek below East Bay Drive.
Mission Creek Nature Park (MCNP) Habitat Assessment	Collaborated with OPARD to perform aquatic habitat assessment at MCNP. Working with neighborhood park stewards and OPARD to implement recommended projects.	Continue to implement restoration opportunities in collaboration with OPARD, NENA, and neighborhood stewards.

PROJECTS	ACCOMPLISHMENTS	FUTURE PRIORITIES
Backyard Stewardship Program (Mission Creek Watershed – Pilot)	Providing stewardship planning tools, information, and technical assistance to targeted landowners adjacent to critical areas and watershed residents. Planning to expand to other watersheds.	Roll out to targeted landowners and watershed residents in Mission Creek Watershed (and vicinity) in early in 2016.
Stewardship activities on Water Resources managed property	Improving stewardship of Public Works managed properties including Black Lake Meadows, Allison Springs, Taylor Wetlands, and Central and Marian properties. Maintaining a modest native plant nursery.	Continue stewardship assessments of Water Resources managed properties and develop recommendations and restoration options.
Westside Heronry Property	Supported OCEP and landowner in a stewardship event with 162 volunteers, planting 800 native plants, removing invasive species, and mulching prior to the 2015 heron nesting season. Completed habitat assessment.	Continue to support the landowner and partners by providing technical assistance and support.

Planning Efforts

The habitat program has been engaged in a number of planning processes over the last year and is anticipating involvement in others over the next year. As these efforts progress, habitat program staff will provide technical advice, review, and project management depending on the project scope, scale, and needs.

PLANNING EFFORT	WORK TO DATE	FUTURE PRIORITIES
West Bay Environmental Restoration Assessment	Managing consultant-led effort to develop a science-based assessment of existing and historic conditions, identify critical habitat processes, restoration alternatives, and stormwater retrofit opportunities along the West Bay shoreline. Collaborating with OPARD, the Port of Olympia, and the Squaxin Island Tribe. April –December 2015.	Complete project by the end of 2015 and inform stakeholders, decision makers and public about results of the assessment.
Assist OPARD with habitat eligibility for Washington State Recreation and Conservation grants	Providing technical review of Parks Master Plan update in order to gain City eligibility for Washington State Recreation and Conservation Office (RCO) habitat grants as well as the traditional recreation grant funding.	Continue to support OPARD planning staff and provide technical assistance as they complete the updated Parks Master Plan. Future grants could be used to acquire, enhance, or restore habitat.
Critical Areas Ordinance Review	Providing technical assistance to CP&D staff on Critical Areas Ordinance review and update.	Stay engaged as the process moves to completion in mid-2016.

PLANNING EFFORT	WORK TO DATE	FUTURE PRIORITIES
Alliance for a Healthy South Sound	Participated in regional planning and priority development for South Puget Sound.	Increase participation in order to influence environmental projects important to the Olympia area.
Storm and Surface Water Master Plan	Coordinating with PW Water Resources planning staff on the upcoming update to the Storm and Surface Water Master Plan.	Participate in developing the Storm and Surface Water Master Plan with a specific emphasis on aquatic habitat stewardship goals and priorities.
Habitat Grant Database	Tracking grant opportunities that have habitat enhancement, restoration, or acquisition potential.	Continue to track grants and apply to appropriate opportunities as they arise.