



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, July 25, 2017

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION - None

3. PUBLIC COMMUNICATION

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

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

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

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A [17-0787](#) Approval of July 18, 2017 City Council Meeting Minutes

Attachments: [Minutes](#)

4.B [17-0789](#) Bills and Payroll Certification

Attachments: [Bills and Payroll](#)

4.C [17-0777](#) Approval of the Purchase and Sale Agreement for the 815 SE 7th Avenue Property

Attachments: [Resolution](#)

[Purchase and Sale Agreement](#)

[Parcel Map](#)

- 4.D [17-0788](#) Approval of Resolution Appointing Committees For and Against Proposition 1 (Also Known as the Public Safety Levy) to Prepare Local Voters' Pamphlet Statements Prior to the November 7, 2017, General Election Ballot
Attachments: [Resolution](#)
- 4.E [17-0791](#) Consideration of Names Proposed by Mayor Cheryl Selby to Serve on a Salary Commission to Review City Council Compensation
Attachments: [Resolution](#)

4. SECOND READINGS - None

4. FIRST READINGS - None

5. PUBLIC HEARING

- 5.A [17-0524](#) Public Hearing on Consideration of a Vacation Petition for an Alley Right-of-Way Located in Block 4 of Church's Subdivision
Attachments: [Ordinance](#)
[Petition with Exhibits](#)
[Vicinity Map](#)
[Presentation Exhibits](#)

6. OTHER BUSINESS - None

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
360-753-8244

City Council

Approval of July 18, 2017 City Council Meeting Minutes

Agenda Date: 7/25/2017
Agenda Item Number: 4.A
File Number: 17-0787

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

Title

Approval of July 18, 2017 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, July 18, 2017

7:00 PM

Council Chambers

1. ROLL CALL

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

Excused: 1 - Councilmember Jim Cooper

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

Councilmember Hankins asked to remove item 4.H from the agenda for consideration and discussion at a future date.

The agenda was approved as amended.

2. SPECIAL RECOGNITION - None

3. PUBLIC COMMUNICATION

The following people spoke: Gurinder Sodhi, Daniel Marsh, Boudicca Walsh, Blue, Phoenix Wendt, Daniel Einstein, Uriah Watkins, Paul Williams, Ray Guerra, Luke Noble, Mark Blaker and Beverly Bassett.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

Mayor Selby noted she will make a referral to the General Government Committee to find ways to connect and have conversations with the community.

4. CONSENT CALENDAR

4.A [17-0759](#) Approval of July 11, 2017 Study Session Meeting Minutes

The minutes were approved.

4.B [17-0760](#) Approval of July 11, 2017 City Council Meeting Minutes

The minutes were approved.

4.C [17-0685](#) Approval of a Resolution authorizing an Interlocal Agreement with the

Washington State Department of Enterprise Services for Fire Protection

The resolution was adopted.

- 4.D** [17-0683](#) Approval of a Resolution Authorizing a license agreement between the City and Hidden Creek Community Church for a Shared Parking Lot Adjacent to Decatur Woods Park

The resolution was adopted.

4. SECOND READINGS

- 4.E** [17-0627](#) Approval of an Ordinance Establishing an Independent Salary Commission to Review City Council Compensation

The ordinance was approved on second reading.

- 4.F** [17-0654](#) Approval of an Ordinance to Amend the Critical Areas Ordinance and Shoreline Master Program

The ordinance was approved on second reading.

- 4.G** [17-0715](#) Approval of Proposed Ordinance and Ballot Measure Relating to Regular Property Taxes for Submission to Voters to the General Election to be Held on November 7, 2017 of a Public Safety Proposition Authorizing the Levy of Regular Property Taxes in Excess of the Limitations of RCW Chapter 84.55 and Setting Forth the Text of the Ballot Proposition

The amended ordinance was approved on second reading.

Approval of the Consent Agenda

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

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

Excused: 1 - Councilmember Cooper

4. FIRST READINGS

PULLED FROM CONSENT

- 4.H** [17-0748](#) Approval of Ordinance Amending Olympia Municipal Code Chapter 9.08 Relating to Interference with a Public Meeting of the City of

Olympia

The ordinance was postponed.

5. PUBLIC HEARING - None

6. OTHER BUSINESS

6.A [17-0757](#) Consideration of a Proposed Cultural Arts, Stadium and Convention Center District

City Manager Steve Hall gave background on the Cultural Arts, Stadium and Convention district proposed by Thurston County.

Councilmembers asked clarifying questions. They noted there is a need in the area for local meeting spaces and would like to discuss the issue and work with the County to advance the topic.

Councilmember Hankins, seconded by Councilmember Roe, moved to approve a resolution removing the City of Olympia from the Cultural Arts, Stadium and Convention District. The motion carried by the following vote:

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

Excused: 1 - Councilmember Cooper

6.B [17-0743](#) Briefing on the Preliminary 2018-2023 Capital Facilities Plan (CFP)

Administrative Services Director Mary Verner presented the 2018-2023 Capital Facilities Plan (CFP). She noted the next step is for the CFP is a public hearing at the Planning Commission on August 7.

Councilmembers asked clarifying questions.

The report was completed.

7. CONTINUED PUBLIC COMMUNICATION

The following people spoke: John Van Eenwyk, Franz Kilmer and Tye Gundel.

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

Mayor Selby noted she will bring forward a referral next week to send to the General

Government Committee to update the City Manager review process.

8.B CITY MANAGER'S REPORT AND REFERRALS

Mr. Hall mentioned that item 4.G was amended to add some language regarding police training.

9. ADJOURNMENT

The meeting adjourned at 8:38p.m.



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

City Council

Bills and Payroll Certification

Agenda Date: 7/25/2017
Agenda Item Number: 4.B
File Number: 17-0789

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

Title
Bills and Payroll Certification

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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

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

FOR PERIOD	<u>6/11/2017</u>		<u>6/17/2017</u>
FOR A/P CHECK NUMBERS	<u>3688262</u>	THROUGH	<u>3688690</u>
FOR ELECTRONIC PAYMENTS	<u> </u>	THROUGH	<u> </u>

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

6/20/17

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TOTAL APPROVED FOR PAYMENT

FUND		
\$1,009,992.04	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$12,527.44	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$1,400.00	006	
\$19.21	007	
\$0.00	014	
\$26,565.28	025	WASHINGTON CENTER
\$5,114.55	026	MUNICIPAL ARTS FUND
\$53,115.21	029	EQUIP & FACIL REPLACE RES
\$5,963.82	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$16,484.88	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$8,288.75	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MKRT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$40.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$0.00	230	LTGO Bond Fund 2016
\$89,287.93	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$40,694.69	401	WATER
\$26,298.84	402	SEWER
\$16,684.38	403	SOLID WASTE
\$43,413.84	404	STORM AND SURFACE WATER
\$0.00	418	
\$10,441.41	434	STORM AND SURFACE WATER CIP
\$3.55	461	WATER CIP FUND
\$4,628.75	462	SEWER CIP FUND
\$58,912.53	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$4,952.84	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	614	
\$7,533.06	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS
<hr/>		
\$1,442,363.00 GRAND TOTAL FOR WEEK		

	AP	AP	AP							TOTAL
	6/13/2017	6/15/2017	6/16/2017							
001	350,540.38	64,058.84	595,392.82						1,009,992.04	
002									0.00	
003	12,222.80	304.64							12,527.44	
004									0.00	
006	1,400.00								1,400.00	
007	19.21								19.21	
014									0.00	
025	26,565.28								26,565.28	
026	5,114.55								5,114.55	
029	50,841.73	2,273.48							53,115.21	
107	5,963.82								5,963.82	
108									0.00	
127									0.00	
130									0.00	
132	16,484.88								16,484.88	
133									0.00	
134									0.00	
135	8,288.75								8,288.75	
136									0.00	
137									0.00	
138	40.00								40.00	
208									0.00	
216									0.00	
223									0.00	
224									0.00	
225									0.00	
226									0.00	
227									0.00	
228									0.00	
230									0.00	
317	57,612.01	31,675.92							89,287.93	
322									0.00	
323									0.00	
324									0.00	
325									0.00	
326									0.00	
329									0.00	
331									0.00	
401	30,797.08	9,897.61							40,694.69	
402	21,673.95	4,624.89							26,298.84	
403	2,394.87	14,289.51							16,684.38	
404	5,436.29	37,977.55							43,413.84	
418									0.00	
434	10,441.11	0.30							10,441.41	
461		3.55							3.55	
462	4,628.75								4,628.75	
501	58,585.78	326.75							58,912.53	
502									0.00	
503									0.00	
504									0.00	
505	3,515.00	1,437.84							4,952.84	
604									0.00	
605									0.00	
614									0.00	
621	7,533.06								7,533.06	
631									0.00	
682									0.00	
701									0.00	
702									0.00	
703									0.00	
707									0.00	
711									0.00	
720									0.00	
TOTALS	\$680,099.30	\$166,870.88	\$595,392.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,442,363.00	

EXPENDITURE SUMMARY

THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED OR THE LABOR PERFORMED AS DESCRIBED HEREIN, THAT ANY ADVANCE PAYMENT IS DUE AND PAID IN ACCORDANCE WITH THE CONTRACT, THAT THE CONTRACTOR HAS NO UNPAID OBLIGATIONS AGAINST THE CITY OF OLYMPIA, AND THAT I AM AUTHORIZED TO ATTEND TO SAID CLAIMS", AND,

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

FOR PERIOD	<u>6/18/2017</u>		<u>6/24/2017</u>
FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED	<u>3688691</u>	THROUGH	<u>3689057</u>
FOR OTHER ELECTRONIC PAYMENTS DATED	<u> </u>	THROUGH	<u> </u>

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

TOTAL APPROVED FOR PAYMENT

FUND

\$270,546.48	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$13,929.73	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$960.00	006	
\$19,143.71	007	
\$507.62	014	
\$0.00	025	WASHINGTON CENTER
\$500.00	026	MUNICIPAL ARTS FUND
\$1,491.00	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$7,410.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$5,350.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MKRT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$0.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$0.00	230	LTGO Band Fund 2016
\$20,271.19	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$18,071.59	401	WATER
\$11,524.51	402	SEWER
\$388,178.41	403	SOLID WASTE
\$8,239.48	404	STORM AND SURFACE WATER
\$0.00	418	
\$73,938.30	434	STORM AND SURFACE WATER CIP
\$22,465.06	461	WATER CIP FUND
\$0.00	462	SEWER CIP FUND
\$23,799.29	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$585.00	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	614	
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$4,383.88	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS

\$891,295.25 GRAND TOTAL FOR WEEK

[illegible]

CITY OF OLYMPIA
EXPENDITURE SUMMARY

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

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

FOR PERIOD	<u>6/25/2017</u>	<u>7/1/2017</u>
FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED	<u>3689058</u>	THROUGH <u>3689299</u>
FOR OTHER ELECTRONIC PAYMENTS DATED	<u> </u>	THROUGH <u> </u>

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

<u>7/3/17</u>	<u><i>Don Vanden</i></u>
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TOTAL APPROVED FOR PAYMENT

FUND		
\$792,866.96	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$64,349.60	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$0.00	006	
\$0.00	007	
\$0.00	014	
\$1,098.13	025	WASHINGTON CENTER
\$7,000.00	026	MUNICIPAL ARTS FUND
\$85,339.44	029	EQUIP & FACIL REPLACE RES
\$39,976.03	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$0.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$80.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$0.00	230	LTGO Bond Fund 2016
\$1,359.76	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$5,659.65	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$54,232.46	401	WATER
\$4,087.40	402	SEWER
\$2,782.13	403	SOLID WASTE
\$1,215.89	404	STORM AND SURFACE WATER
\$0.00	418	
\$5,027.50	434	STORM AND SURFACE WATER CIP
\$1,350,271.17	461	WATER CIP FUND
\$0.00	462	SEWER CIP FUND
\$17,666.87	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$250.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$977.28	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	614	
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$79,354.00	720	SCHOOLS

\$2,513,594.27 GRAND TOTAL FOR WEEK

EXPENDITURE SUMMARY

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

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

FOR PERIOD	<u>7/2/2017</u>		<u>7/8/2017</u>
FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED	<u>3689300</u>	THROUGH	<u>3689499</u>
FOR OTHER ELECTRONIC PAYMENTS DATED	<u></u>	THROUGH	<u></u>

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

7/11 / 17

TOTAL APPROVED FOR PAYMENT
FUND

\$260,895.45	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$54,532.33	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$82,126.43	006	
\$165.40	007	
\$22,637.07	014	
\$26,516.66	025	WASHINGTON CENTER
\$3,688.34	026	MUNICIPAL ARTS FUND
\$2,330.38	029	EQUIP & FACIL REPLACE RES
\$150.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$500.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$40.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$0.00	230	LTGO Bond Fund 2016
\$30,794.69	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$30,365.36	401	WATER
\$1,107,716.98	402	SEWER
\$1,060.91	403	SOLID WASTE
\$15,161.34	404	STORM AND SURFACE WATER
\$0.00	418	
\$10,600.34	434	STORM AND SURFACE WATER CIP
\$15,085.93	461	WATER CIP FUND
\$5,053.33	462	SEWER CIP FUND
\$30,246.99	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$0.00	504	INS TRUST FUND
\$2,627.51	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	614	
\$7,533.06	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS

\$1,709,828.50 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 OR THE LABOR PERFORMED AS DESCRIBED HEREIN, THAT ANY ADVANCE PAYMENT IS DUE AND PAID, OR CONTRACT OR IS AVAILABLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF A CONTRACTUAL OBLIGATION ARE JUST, DUE AND UNPAID OBLIGATIONS AGAINST THE CITY OF OLYMPIA, AND THAT I AM AUTHORIZED TO AUTHORIZE SAID CLAIMS", AND,

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

FOR PERIOD	<u>7/9/2017</u>		<u>7/15/2017</u>
FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED	<u>3689500</u>	THROUGH	<u>3689696</u>
FOR OTHER ELECTRONIC PAYMENTS DATED	<u>6/1/2017</u>	THROUGH	<u>6/30/2017</u>

INCLUSIVE IN THE AMOUNT TOTALING

DATED

ADMINISTRATIVE SERVICES DIRECTOR

7/19/17

May V. Venn

TOTAL APPROVED FOR PAYMENT

FUND		
\$882,502.34	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$1,599.36	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
-\$2,786.75	006	
\$549.64	007	
\$0.00	014	
\$85.50	025	WASHINGTON CENTER
\$1,400.00	026	MUNICIPAL ARTS FUND
\$201.94	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$16,280.56	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$59.84	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MRKT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$80.00	138	TRANS BENEFIT DISTRICT
\$0.00	208	LID OBLIGATION CONTROL
\$0.00	216	4th/5th AVE PW TRST
\$0.00	223	LTGO BOND FUND '06-PARKS
\$0.00	224	UTGO BOND FUND 2009 FIRE
\$0.00	225	CITY HALL DEBT FUND
\$0.00	226	2010 LTGO BOND-STREETPROJ
\$0.00	227	LOCAL DEBT FUND
\$0.00	228	2010B LTGO BONDS-HOCM
\$0.00	230	LTGO Bond Fund 2016
\$197,989.67	317	CIP
\$0.00	322	4/5th AVE CORRIDOR/BRIDGE
\$0.00	323	CIP CONSTR FUND - PARKS
\$0.00	324	FIRE STATION 4 CONSTRUCT
\$0.00	325	CITY HALL CONST
\$0.00	326	TRANSPORTATION CONST
\$0.00	329	GO BOND PROJECT FUND
\$0.00	331	FIRE EQUIPMENT REPLACEMENT FUND
\$37,651.46	401	WATER
\$18,599.28	402	SEWER
\$48,280.68	403	SOLID WASTE
\$10,548.41	404	STORM AND SURFACE WATER
\$0.00	418	
\$0.00	434	STORM AND SURFACE WATER CIP
\$23.91	461	WATER CIP FUND
\$0.00	462	SEWER CIP FUND
\$10,293.06	501	EQUIPMENT RENTAL
\$0.00	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$1,958.40	504	INS TRUST FUND
\$101,383.25	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	614	
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS

\$1,326,700.55 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 **6/15/2017** have been examined and are approved as recommended for payment.

Employees Net Pay:	<u>\$ 1,453,291.62</u>
Fire Pension Net Pay:	<u>\$ -</u>
Employer Share of Benefits:	<u>\$ 705,312.82</u>
Employer Share of LEOFF I Police Post-Retirement Benefits:	<u>\$ -</u>
Employer Share of LEOFF I Fire Post-Retirement Benefits:	<u>\$ -</u>
TOTAL	<u>\$ 2,158,604.44</u>

Payroll Check Numbers	<u>90327</u>	<u>90329</u>	Manual Checks
And	<u>-</u>	<u>-</u>	Fire Pension Checks
And	<u>-</u>	<u>-</u>	Manual Checks
And	<u>90330</u>	<u>90408</u>	Semi Payroll Checks

and Direct Deposit transmission.

6/22/17
DATE

Man V. Linder
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 **6/30/2017** have been examined and are approved as recommended for payment.

Employees Net Pay:	<u>\$ 1,453,982.27</u>
Fire Pension Net Pay:	<u>\$ 28,941.59</u>
Employer Share of Benefits:	<u>\$ 708,783.41</u>
Employer Share of LEOFF I Police Post-Retirement Benefits:	<u>\$ 24,543.91</u>
Employer Share of LEOFF I Fire Post-Retirement Benefits:	<u>\$ 17,248.16</u>
TOTAL	<u><u>\$ 2,233,499.34</u></u>

Payroll Check Numbers	<u>-</u>	<u>-</u>	Manual Checks
And	<u>90409</u>	<u>90413</u>	Fire Pension Checks
And	<u>90414</u>	<u>90414</u>	Manual Checks
And	<u>90415</u>	<u>90463</u>	Semi Payroll Checks

and Direct Deposit transmission.

7/7/17
DATE

Mary Vance
ADMINISTRATIVE SERVICES DIRECTOR



City Council

Approval of the Purchase and Sale Agreement for the 815 SE 7th Avenue Property

Agenda Date: 7/25/2017
Agenda Item Number: 4.C
File Number: 17-0777

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

Title

Approval of the Purchase and Sale Agreement for the 815 SE 7th Avenue Property

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution authorizing the sale of City-owned property at 815 SE 7th Avenue and authorize the City Manager to sign the Purchase and Sale Agreement and any other necessary closing documents.

Report

Issue:

Whether to approve the sale of City-owned property located at 815 SE 7th Avenue.

Staff Contact:

Jay Burney, Assistant City Manager, Executive Department, 360.753.8740

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The City currently owns a piece of property located at 815 SE 7th Avenue (see attached map). The property is vacant with no buildings or structures, and staff has no identified or intended uses for the property. At its December 6, 2016, meeting, the City Council supported the recommendation of the Finance Committee and declared this property surplus to the needs of the City and authorized staff to move forward with a sale of the property. In declaring the property surplus, City staff followed the process set forth in the Council-approved *Procedures for the Evaluation of City Real Property for Reuse and Disposal*.

Staff received two offers for the property and has reached agreement with Robert Knudson, owner of Casa Mia on Plum Street, to purchase the property for \$150,000. Mr. Knudson plans to combine the property with his existing Casa Mia property and redevelop it as a mixed-use multi-story building with

ground floor retail and parking, a new Casa Mia restaurant, and market rate apartments.

Staff recommends moving forward with the sale of the property to Mr. Knudson (Casa Mia Real Estate, LLC).

Neighborhood/Community Interests (if known):

N/A

Options:

1. Move to approve a resolution authorizing the sale of City-owned property at 815 SE 7th Avenue and authorize the City Manager to sign the Purchase and Sale Agreement and any other necessary closing documents.
2. Do not authorize the sale of the property and provide guidance to staff on next steps.

Financial Impact:

The sale of this property will generate \$150,000 in one-time revenue. Staff recommends the funds be deposited into the Economic Development CFP Project Account to be used for remediation or development efforts of other City-owned properties.

Attachments:

7th Avenue Parcel Map

Resolution

Purchase and Sale Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA,
WASHINGTON, AUTHORIZING THE SALE OF REAL PROPERTY OWNED BY THE
CITY OF OLYMPIA AND LOCATED AT 815 SE 7TH AVE, OLYMPIA, WASHINGTON,
TO CASA MIA REAL ESTATE, LLC**

WHEREAS, the City of Olympia currently owns property commonly known as 815 SE 7th Avenue, located in the City of Olympia, Thurston County, Washington, Tax Parcel No. 78202400300 (the Property); and

WHEREAS, the Property is vacant with no buildings or structures, and staff has identified no intended uses for the property; and

WHEREAS, on December 6, 2016, the City Council supported the recommendation of the Finance Committee by declaring the Property surplus to the needs of the City and authorized staff to move forward with sale of the Property; and

WHEREAS, the City received two offers for the Property and has reached agreement with Casa Mia Real Estate, LLC, to purchase the Property for One Hundred and Fifty Thousand Dollars and No/Cents (\$150,000.); and

WHEREAS, Casa Mia Real Estate, LLC plans to combine the Property with the existing Casa Mia Restaurant located on Plum Street and 7th Avenue and redevelop it as a mixed-use, multi-story building with ground floor retail and parking, a new Casa Mia restaurant, and market rate apartments; and

WHEREAS, the Olympia City Council has determined it to be in the best interests of the citizens of the City of Olympia to sell the real property referenced above to Casa Mia Real Estate, LLC;

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

1. The City shall sell the aforesaid property to Casa Mia Real Estate, LLC in consideration for the total sum of One Hundred and Fifty Thousand Dollars and No/Cents (\$150,000.00).
2. The City Manager is directed and authorized to execute the Purchase and Sale Agreement and any other closing documents necessary for the City's sale of the above-referenced real property to Casa Mia Real Estate, LLC, and to make any minor modifications to said documents that are consistent with the intent of the authority conferred herein, including authority to correct any scrivener's errors in said documents.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Nienaber
DEPUTY CITY ATTORNEY

REAL ESTATE PURCHASE AND SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made by and between the CITY OF OLYMPIA, a municipal corporation organized under the laws of the State of Washington ("Sellers"), and Casa Mia Real Estate, LLC, and together with Seller, known as the "Parties". This Agreement shall not be effective until the Effective Date (as defined in Section 17.14 below).

RECITALS

A. Seller is the owner of that certain real property located in the City of Olympia, Thurston County, Washington, which contains approximately 0.17 acres, more or less, and is legally described and generally shown on a sketch on Exhibit A attached to this Agreement (the "Property").

B. Seller has determined that the property is surplus to the needs of the City of Olympia and the Buyer has expressed interest in acquiring the property.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Property.** Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the following:

1.1 Land. The approximately 0.17 acres, more or less, constituting the Property legally described and generally shown on a sketch on Exhibit A to this Agreement.

1.2 Appurtenances. All rights, privileges, and easements appurtenant to the Property owned by Seller, including without limitation any and all easements, and other appurtenances used in connection with the beneficial use and enjoyment of the Property, including the existing curb cut which abuts the Property, and vehicular access across a curb cut from Seventh Avenue to the Property (the "Appurtenances"). Seller shall remove Seller's parking meters on the sidewalk along Seventh Avenue in front of the Property. The existing public rights-of-way for vehicular traffic along Seventh Avenue and the public sidewalk are not included as part of this sale and shall not be deemed to be "Appurtenances") as defined herein.

The Property and Appurtenances described in Section 1 above are collectively referred to in this Agreement as the "Property."

2. **Escrow.** Within three (3) business days of the Effective Date of this Agreement, the Parties shall open an escrow account for the transaction contemplated by this Agreement with Stewart Title Company at 300 Deschutes Way SW, Tumwater, Washington 98501 (in such capacity, "Escrow Company"). Kelly Weaver of Escrow Company will serve as escrow agent for Closing of this Agreement ("Escrow Agent"). The Parties shall deliver a fully executed copy of this Agreement to Escrow Agent.

3. **Purchase Price.** The purchase price to be paid by Buyer to Seller for the Property (the "Purchase Price") is ONE HUNDRED FIFTY THOUSAND DOLLARS and NO CENTS (\$150,000).

4. **Payment of Purchase Price.** On the Closing Date, Buyer shall deposit with Escrow Company the sum of ONE HUNDRED FIFTY THOUSAND TWO HUNDRED FIFTY DOLLARS and NO CENTS (\$150,000).

5. **Closing Date.** The closing of the purchase and sale of the Property under this Agreement (the "Closing") shall be held at or through the offices of the Escrow Company on a date that is mutually acceptable to the Parties no later than thirty (30) days after the Effective Date (the "Closing Date") of this Agreement. Closing shall occur when the Deed (as hereinafter defined) to Buyer is recorded, and the portion of the Purchase Price set forth in Section 4 has been delivered to the Escrow Company for delivery to Seller.

6. **Title and Survey Matters.** Section 6 is intentionally deleted in its entirety.

7. **Conditions to Buyer's Obligations.**

7.1 Confirmation of Property Condition. Buyer and its employees, representatives, consultants and agents shall have the right and permission to enter upon the Property or any part thereof at all reasonable times and from time to time for the purpose, at Buyer's cost and expense, of making all tests and/or studies of the Property that Buyer may wish to undertake, including, without limitation, soils tests, toxic and hazardous waste studies, surveys, structural studies and review of zoning, fire, safety and other compliance matters; provided, however, that Buyer shall schedule all access to the Property in advance with Seller and shall be required to obtain Seller's written consent prior to conducting any invasive testing. Buyer shall further indemnify, defend and hold harmless Seller from and against any mechanic's or other liens or claims, causes of action, costs, expenses, or liabilities that may be filed or asserted against the Property or Seller arising out of or relating to any actions taken by Buyer or its employees, agents, consultants or representatives in connection with the Property. To the extent necessary, Buyer shall reasonably restore the Property at its sole cost and expense to its condition immediately prior to any access or testing by Buyer or its employees, agents, consultants and representatives.

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

(i) All representations and warranties of Seller contained in this Agreement shall be true, accurate and complete as of the Effective Date and the Closing Date;

(ii) Seller shall have performed all obligations to be performed by her under this Agreement on or before the Closing Date (or, if earlier, on or before any other date set forth in this Agreement for such performance);

(iii) At Closing, title to the Property shall be in the condition required by Section 6 of this Agreement;

(iv) At Closing, the physical condition and forest cover of the Property shall be substantially the same as on the date of Buyer's signature on this Agreement.

If the conditions set forth in this Section 7.2 are not satisfied as of the Closing Date and Buyer does not waive the same, Buyer or Seller may terminate this Agreement by written notice given to the other Party, and thereafter neither Buyer nor Seller shall have any further liability one to the other under this Agreement.

8. Representations.

8.1 By Seller. Seller represents and warrants the following to Buyer: (a) Seller is the record title owner of the Property; and (b) Seller has all necessary power and authority to enter into this Agreement; and (c) prior to executing this Agreement, this Agreement was approved by all necessary action of the City of Olympia's City Council and all other actions have been taken as may be required under any laws applicable to the City's power and authority to carry out its obligations under this Agreement.

8.2 By Buyer. Buyer represents and warrants the following to Seller: (a) the person executing this Agreement below has the necessary power and authority to enter into this Agreement and to bind Buyer; and (b) this Agreement constitutes the legal, valid, binding and enforceable obligation of Buyer. If any of Buyer's representations or warranties are not true and complete as of the Effective Date and again at Closing, Seller shall have the right to terminate this Agreement.

9. Seller Provision of Further Information. From the Effective Date to the Closing Date, Seller will notify Buyer of any event of which Seller becomes aware materially affecting the Property or any part thereof immediately upon learning of the occurrence of any such event.

10. Further Closing Procedures.

10.1 Time and Place. Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in Section 5 of this Agreement above.

10.2 Documents to be Delivered by Seller. For and in consideration of, and as a condition precedent to the payment to Seller of the remaining Purchase Price, Seller shall obtain

and deliver to Buyer at Closing the following documents (all of which shall be duly executed and acknowledged where required):

(i) A statutory warranty deed ("Deed"), substantially in the form attached as Exhibit B, conveying to Buyer title to the Property, free and clear of all liens, encumbrances, conditions, easements, assignments, and restrictions, except for the Permitted Exceptions and except for a general exception for matters that an accurate survey of the Property would reveal (unless Buyer performed a survey of the Property and submits the same to Title Company, in which case such general exception shall be revised to show those matters disclosed by Buyer's survey).

(ii) Such other documents, including, without limitation, certificates of good standing, or evidence of any trusts or trustee designations, as shall be reasonably required by the Title Company or Escrow Company as a condition to its insuring Buyer's title to the Property free of any exceptions, other than the Permitted Exceptions.

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

10.3 Delivery by Buyer. Buyer shall deliver the Purchase Price to Seller at Closing.

11. Payment of Costs. Seller and Buyer shall pay their own respective costs incurred with respect to the consummation of the purchase and sale of the Property including, without limitation, attorneys' fees. Notwithstanding the foregoing, Buyer shall pay the fee to record the Deed, and the escrow fee. Seller shall pay any real estate excise tax due upon the sale of the Property.

12. Property Taxes. In the event Seller has prepaid any taxes on the Property as of the Closing Date, Seller shall be entitled to a pro rata refund on the amount paid pursuant to RCW 84.60.050.

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

14. Possession. Possession and use of the Property shall be delivered to Buyer at Closing subject to all Permitted Exceptions.

15. As-Is Sale.

15.1 Waiver. Buyer hereby waives the right to any seller disclosure statement which would otherwise be required under RCW Chapter 64.06. Further, in the event a seller's disclosure statement or any portion thereof is required under RCW Chapter 64.06, pursuant to RCW 64.06.040(3), Buyer hereby waives any right of rescission of this Agreement that Buyer might otherwise have under RCW Chapter 64.06.

15.2 As-Is Condition. BUYER ACKNOWLEDGES THE PROPERTY IS "AS IS WHERE IS" IN ITS PRESENT CONDITION. BUYER HAS THE OPPORTUNITY TO INSPECT THE PROPERTY AND DOCUMENTATION IN SELLER'S POSSESSION AS PROVIDED HEREIN. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT OR THE CLOSING DOCUMENTS, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO, HEREBY DISCLAIM AND SHALL HAVE NO LIABILITY FOR: (A) THE CONDITION OF THE PROPERTY OR ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS THEREON OR THE ROOFS, STRUCTURAL COMPONENTS, OR HEATING, VENTILATING, AIR CONDITIONING, MECHANICAL, PLUMBING, ELECTRICAL, OR FIRE AND LIFE SAFETY SYSTEMS THEREON OR THEREIN OR THE SUITABILITY OF THE PROPERTY FOR HABITATION OR FOR BUYER'S INTENDED USE; (B) ANY APPLICABLE BUILDING, ZONING OR FIRE LAWS OR REGULATIONS OR WITH RESPECT TO COMPLIANCE THEREWITH OR WITH RESPECT TO THE EXISTENCE OF OR COMPLIANCE WITH ANY REQUIRED PERMITS, IF ANY, OF ANY GOVERNMENTAL AGENCY; (C) THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES, ANY RIGHTS THERETO, OR ANY WATER, SEWER OR UTILITY DISTRICTS; (D) ACCESS TO ANY PUBLIC OR PRIVATE SANITARY SEWER OR DRAINAGE SYSTEM; OR (E) THE PRESENCE OF ANY HAZARDOUS SUBSTANCES AT THE PROPERTY OR IN ANY IMPROVEMENTS ON THE PROPERTY, INCLUDING WITHOUT LIMITATION ASBESTOS OR UREA-FORMALDEHYDE, OR THE PRESENCE OF ANY ENVIRONMENTALLY HAZARDOUS WASTES OR MATERIALS ON OR UNDER THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT OR THE CLOSING DOCUMENTS, SELLER SHALL HAS NO LIABILITY WITH RESPECT TO THE CONDITION OF THE PROPERTY UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, INCLUDING BUT NOT LIMITED TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980 AS AMENDED, 42 U.S.C.A. SECTIONS 9601 ET SEQ., OR APPLICABLE WASHINGTON LAW, AND BUYER HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS WHICH THE BUYER HAS OR MAY HAVE AGAINST THE SELLER WITH RESPECT TO THE CONDITION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT BUYER IS GIVEN THE OPPORTUNITY UNDER THIS AGREEMENT TO FULLY INSPECT THE PROPERTY AND BUYER ASSUMES THE RESPONSIBILITY AND RISKS OF ALL DEFECTS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUCH DEFECTS AND CONDITIONS, IF ANY, THAT CANNOT BE OBSERVED BY CASUAL INSPECTION.

15.3 Release. Buyer agrees that, as of the Closing Date, Buyer shall be deemed to have waived and released Seller from any and all claims, suits, demands, liabilities, damages and other obligations arising in connection with or related to the Property, other than those arising as a result of any intentional wrongful act of Seller.

16. Default.

16.1 By Buyer. If Buyer defaults under any material provision of this Agreement and does not cure such material default after a ten (10) day notice and opportunity to cure is given by Seller, Seller may terminate this Agreement by notice given to Buyer.

16.2 By Sellers. If Seller defaults under any material provision of this Agreement and does not cure such material default after a ten (10) day notice and opportunity to cure is given by Buyer, then Buyer may terminate this Agreement by notice given to Seller as

Buyer's sole and exclusive remedy, except for the provisions for attorney's fees set forth in Section 17.6 below.

17. Miscellaneous.

17.1 Applicable Law. The Agreement shall in all respects, be governed by the laws of the State of Washington. Venue for any lawsuits concerning this Agreement shall be in Thurston County Superior Court.

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

17.3 Modification or Amendment, Waivers. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by both of the Parties. Except as otherwise expressly set forth in this Section, this Agreement may only be amended, modified, or changed by a traditional written document properly executed by Seller and Buyer. Such amendment may be transmitted by e-mail, facsimile, or other method permitted by the provisions for giving notice in this Agreement. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

17.4 Successors and Assigns. All of the terms and provisions contained in this Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective heirs, legal representatives, successors and permitted assigns. Buyer shall not be permitted to assign this Agreement, or any part hereof, to any other party.

17.5 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matters of this Agreement and any and all other prior agreements, understandings or representations with respect to the subject matters of this Agreement are hereby canceled in their entirety and are of no further force or effect. To the extent of any direct conflict between this Agreement and any other documents, the terms of this Agreement shall and are intended to prevail. The Parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the Parties.

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

17.7 Construction. Captions are solely for the convenience of the Parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it.

17.8 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby; and each such remainder term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

17.10 Finders' or Brokers' Fees. Seller and Buyer each hereby represent and warrant to the other that no broker, agent or finders' fees or commissions, or other similar fees, are due or arising in connection with any of the transactions contemplated by this Agreement. Seller and Buyer each hereby agree to indemnify, defend and hold the other harmless from and against any loss, liability, damage, cost, damage, claim or expense, including interest, penalties and reasonable attorneys' fees, the other Party shall incur or suffer because of any claim by a broker, agent, or finder claiming by, through, or under such indemnifying Party, whether or not such claim is meritorious, for any compensation with respect to the entering into of this Agreement, the sale and purchase of the Property, or the consummation of the transactions contemplated herein.

17.11 Time. Time is of the essence of every provision of this Agreement. If the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

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

17.13 Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully-executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, where permitted, shall be deemed to be an original signature for all purposes. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same agreement.

17.14 Effective Date. The term "date of this Agreement" or "date hereof" or "Effective Date", as used in this Agreement, shall mean the later of the following dates: (1) the date of Buyer's signature on this Agreement; or (2) the date of Seller's signatures on this Agreement.

17.15 Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "Notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States mail. Each such Notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Seller: Steven R. Hall, City Manager
City of Olympia
P.O. Box 1967
Olympia, WA 98507-1967
Email: shall@ci.olympia.wa.us
Phone: (360) 753-8447

With copies to: Mark Barber, City Attorney
City of Olympia
P.O. Box 1967
Olympia, WA 98507-1967
E-mail: mbarber@ci.olympia.wa.us
Phone: (360) 753-8338

To Buyer: Robert Knudson
716 Plum St.
Olympia, WA 98501
Email: rknudson@casamiarestaurants.com
Phone: (360) 352-0440

With copies to: Richard G. Phillips, Jr.
Phillips Burgess PLLC
724 Columbia Street NW, Suite 320
Olympia WA 98501
Email: rph8illips@phillipsburgesslaw.com
Phone: (360) 742-3400

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

17.15 Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "Notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States mail. Each such Notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Seller: Steven R. Hall, City Manager
City of Olympia
P.O. Box 1967
Olympia, WA 98507-1967
Email: shall@ci.olympia.wa.us
Phone: (360) 753-8447

With copies to: Mark Barber, City Attorney
City of Olympia
P.O. Box 1967
Olympia, WA 98507-1967
E-mail: mbarber@ci.olympia.wa.us
Phone: (360) 753-8338

To Buyer: Robert Knudson
716 Plum St.
Olympia, WA 98501
Email: rknudson@casamiarestaurants.com
Phone: (360) 352-0440

With copies to: Richard G. Phillips, Jr.
Phillips Burgess PLLC
724 Columbia Street NW, Suite 320
Olympia WA 98501
Email: rphillips@phillipsburgesslaw.com
Phone: (360) 742-3500

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

SELLER:

THE CITY OF OLYMPIA, a Washington
municipal corporation

By _____

Its: _____

Date: _____

APPROVED AS TO FORM:

Darren Nienaber

Deputy City Attorney

Date: _____

BUYER:

CASA MIA REAL ESTATE, LLC

By _____

Its: _____

Date: _____

EXHIBIT B
Form of Deed

AFTER RECORDING MAIL TO:

Attn: Legal Department
City of Olympia
P.O. Box 1967
Olympia, WA 98507-1967

STATUTORY WARRANTY DEED

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

See legal description attached as Exhibit A.

Subject to the matters set forth on Exhibit B attached hereto. [Permitted Exceptions to be attached]

DATED this ____ day of _____, 2017.

STATE OF WASHINGTON)	CITY OF OLYMPIA
) ss.	
County of Thurston)	

On this _____ day of _____, 2017, before me personally appeared _____, and acknowledged that she signed said instrument as her free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute said instrument

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Print Name: _____
NOTARY PUBLIC in and for the State of _____,
residing at _____
Commission expires: _____

815 SE 7th Avenue Parcel





City Council

Approval of Resolution Appointing Committees For and Against Proposition 1 (Also Known as the Public Safety Levy) to Prepare Local Voters' Pamphlet Statements Prior to the November 7, 2017, General Election Ballot

Agenda Date: 7/25/2017
Agenda Item Number: 4.D
File Number: 17-0788

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

Title

Approval of Resolution Appointing Committees For and Against Proposition 1 (Also Known as the Public Safety Levy) to Prepare Local Voters' Pamphlet Statements Prior to the November 7, 2017, General Election Ballot

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Resolution to appoint PRO and CON committees for and against Proposition 1 (also known as the Public Safety Levy) to prepare local voters' pamphlet statements prior to the General Election ballot on November 7, 2017, and submit to the Thurston County Auditor.

Report

Issue:

Should the Council approve the Resolution appointing no more than three persons each to serve on committees to prepare local voters' pamphlet statements for and against Proposition 1, which will appear on the General Election ballot on November 7, 2017, authorizing the levy of regular property taxes in excess of the limitations of RCW Chapter 84.55?

Staff Contact:

Steve Hall, City Manager, 360.753.8447
Mark Barber, City Attorney, 360.753.8338

Presenter:

None - Consent Calendar Item.

Background and Analysis:

RCW 29A.32.280 requires that, for each measure from a unit of local government that is included in a local voters' pamphlet, the legislative authority of that jurisdiction (City Council) shall, not later than the resolution deadline, formally appoint a committee to prepare arguments advocating voters' approval of the measure and shall formally appoint a committee to prepare arguments advocating voters' rejection of the measure. The Council shall appoint persons known to favor the measure to serve on the committee advocating approval and shall, whenever possible, appoint persons known to oppose the measure to serve on the committee advocating rejection. Each committee shall have not more than three members; however, a committee may seek the advice of any person or persons. If the legislative authority of a unit of local government fails to make such appointments by the prescribed deadline, the county auditor shall whenever possible make the appointments.

Neighborhood/Community Interests (if known):

The Council has identified persons known to favor the measure. Efforts are continuing to identify persons who may advocate the rejection of the ballot measure.

Options:

1. Approve the proposed Resolution to submit to the county auditor.
2. Do not submit any names to the county auditor of persons advocating approval or disapproval of Proposition 1.

Financial Impact:

None

Attachments:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE APPOINTMENT OF COMMITTEES TO PREPARE LOCAL VOTERS' PAMPHLET STATEMENTS FOR AND AGAINST PROPOSITION 1, WHICH WILL APPEAR ON THE NOVEMBER 7, 2017, GENERAL ELECTION BALLOT, CONCERNING A PUBLIC SAFETY LEVY OF REGULAR PROPERTY TAXES IN EXCESS OF THE LIMITATIONS OF RCW CHAPTER 84.55.

WHEREAS, the Olympia City Council has determined that it is in the best interests of the City of Olympia and its residents to submit a proposition to the voters, concerning the potential levy of regular property taxes in excess of the limitations of RCW Chapter 84.55 at the General Election on November 7, 2017; and

WHEREAS, RCW 29A.32.280 provides for the preparation of statements for and against each local ballot measure by committees of not more than three persons each, composed of persons known to favor or oppose (as appropriate) the ballot proposition;

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

Section 1. In accordance with RCW 29A.32.280, the arguments advocating approval of Proposition 1 concerning the levy of regular property taxes in excess of the limitations of RCW Chapter 84.55, shall be prepared by the following persons, who shall comprise the "Statement For" committee:

"Statement For" Committee:

Name

1. Cheryl Selby, Mayor, City of Olympia
- 2.
- 3.

Section 2. In accordance with RCW 29A.32.280, the arguments advocating disapproval of Proposition 1 concerning the levy of regular property taxes in excess of the limitations of RCW Chapter 84.55, shall be prepared by the following persons, who shall comprise the "Statement Against" committee:

"Statement Against" Committee:

Name

- 1.
- 2.
- 3.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AT A REGULAR OPEN PUBLIC MEETING this 25th day of July, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



City Council

Consideration of Names Proposed by Mayor Cheryl Selby to Serve on a Salary Commission to Review City Council Compensation

Agenda Date: 7/25/2017
Agenda Item Number: 4.E
File Number: 17-0791

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

Title

Consideration of Names Proposed by Mayor Cheryl Selby to Serve on a Salary Commission to Review City Council Compensation

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to Move to approve Salary Commission members as proposed by the Mayor.

Report

Issue:

Whether to approve the Salary Commission Members as proposed by the Mayor.

Staff Contact:

Steve Hall, City Manager, 360.753.8370

Presenter(s):

Steve Hall, City Manager

Mary Verner, Administrative Services Director

Joan Lutz, Accountant

Background and Analysis:

Currently Councilmembers receive a stipend to account for some of the cost and time related to service on the City Council. The amount of the stipend has not changed since 2008.

On June 7, 2017 the City Council Finance Committee unanimously recommended the City Council authorize and independent salary commission to look at Council Compensation. On July 11 and July 18, the City Council approved the first and second reading of an ordinance to create a Commission.

The criteria for Commission members require that they be independent from the City Council, not have a financial or relative connection to City Council members and that they be residents of the City

of Olympia.

Mayor Selby solicited names from other Councilmembers and community leaders. Based on availability, diversity of experience and interest in serving, the Mayor is recommending the following members:

Jill Severin
Stephen Langer
Samantha Jenkins

Neighborhood/Community Interests (if known):

n/a

Options:

1. Appoint members as recommended by the Mayor
2. Do not appoint members as recommended by the Mayor
3. Recommend other candidates

Financial Impact:

The conclusions of the Committee are binding and will be implement as part of the 2018 Operating Budget.

The Commission may increase, decrease or make to change to the salaries for the Mayor, Mayor Pro Tem and Councilmembers.

Attachments:

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON RELATING TO THE APPOINTMENT OF COMMISSIONERS TO THE INDEPENDENT SALARY COMMISSION BY THE MAYOR, WITH APPROVAL OF THE OLYMPIA CITY COUNCIL, AS PROVIDED BY ORDINANCE NO. 7089.

WHEREAS, the Olympia City Council enacted Ordinance No. 7089 on July 18, 2017, to create an Independent Salary Commission; and

WHEREAS, Ordinance No. 7089 became effective five days after passage and publication, as provided by law; and

WHEREAS, the ordinance creating an Independent Salary Commission requires that the five members of the Commission shall be appointed by the Mayor, subject to approval by the Olympia City Council; and

WHEREAS, the Mayor, having appointed five persons as members of the Independent Salary Commission hereby submits said names for approval of the Olympia City Council;

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

Section 1. The following persons, having met the requirements of Ordinance No. 7089 in that each is a citizen of the United States, a resident of the City of Olympia for at least one year immediately preceding appointment, and is an elector of Thurston County, Washington, have been appointed by the Mayor to serve as Commissioners of the City of Olympia's Independent Salary Commission:

- | | |
|---------------------|-----------------|
| 1. Samantha Jenkins | 4. Jill Severn |
| 2. Stephen Langer | 5. Joyce Turner |
| 3. Jim Randall | |

Section 2. In accordance with Ordinance No. 7089, the Mayor's appointed Commissioners to Olympia's Independent Salary Commission are hereby approved by the Olympia City Council.

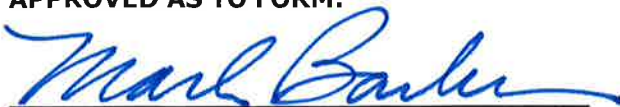
ADOPTED BY THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, AT A REGULAR OPEN PUBLIC MEETING this 25th day of July, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



City Council

Public Hearing on Consideration of a Vacation Petition for an Alley Right-of-Way Located in Block 4 of Church's Subdivision

Agenda Date: 7/25/2017
Agenda Item Number: 5.A
File Number: 17-0524

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

Title

Public Hearing on Consideration of a Vacation Petition for an Alley Right-of-Way Located in Block 4 of Church's Subdivision

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Hold the Public Hearing. If, after closing the Public Hearing, Council finds sufficient information to take action, move to approve on first reading and forward to second reading an ordinance to vacate the east-west alley in Block 4 of Church's Subdivision, and require payment to the City of one-half the appraised value.

Report

Issue:

Whether the City Council should hold a public hearing on a petition to vacate an east-west alley in Block 4 of Church's Subdivision.

Staff Contact:

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

Presenter(s):

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

Background and Analysis:

The majority of property owners in Block 4, Church's Subdivision, petitioned the City to vacate a twenty (20) foot wide alley right-of-way. On June 20, 2017 Council adopted a resolution to set the date of July 25, 2017 for a Public Hearing to hear public comment regarding the request.

Matthew Solomon (property owner) proposes to develop a portion of Block 4 with two residential homes. The proposed alley vacation allows for the combination of properties separated by the unopened alley.

City and franchise utility staff reviewed and commented on the petition using criteria outlined in Olympia Municipal Code Section 12.16.100. The City does not have current or future plans for the use of this unopened alley. Franchise utilities responded and had no comments.

Staff recommends approving the vacation with the condition that the City be paid one-half of the appraised value.

Neighborhood/Community Interests (if known):

The public hearing will provide an opportunity for Council to hear comments from the community regarding the requested vacation.

Options:

- Option 1: Hold the Public Hearing. If, after closing the Public Hearing, Council finds sufficient information to take action, move to approve on first reading and forward to second reading an ordinance to vacate the east-west alley in Block 4 of Church's Subdivision, and require payment to the City of one-half the appraised value. This option allows the vacation to occur. Both public and private ownership needs are met.
- Option 2: Continue the Public Hearing and receive written testimony to a date certain. This option delays the decision until Council has enough information to make a decision.
- Option 3: Close the Public Hearing, then, reject the vacation request. This option leaves the alley right-of-way as is. Redevelopment of the site may require revision.

Financial Impact:

None

Attachments:

Ordinance
Petition with Exhibits
Vicinity Map
Presentation Exhibits

Ordinance No. _____

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON
VACATING AS A PUBLIC THOROUGHFARE THE EAST-WEST
ALLEY RIGHT-OF-WAY LOCATED IN BLOCK 4 OF CHURCH'S
SUBDIVISION.**

WHEREAS, the Olympia City Council adopted Resolution No. M-1882 on June 20, 2017, setting a public hearing date for July 25, 2017, at 7:00 p.m. to allow public comment for or against vacation of the following described public thoroughfare situated in the City of Olympia, Thurston County, State of Washington, to wit:

The east-west, 20 foot wide, alley in Block 4 of Church's Subdivision, Block 26, Ayers Addition to Olympia as recorded in Volume 4 of Plats, Page 21, Thurston County, Washington.

WHEREAS, the petitioner is requesting that the east-west alley in Block 4, of Church's Subdivision be vacated; and

WHEREAS, notice of this proposed vacation was posted physically on site, and adjoining neighbors were mailed notice of the hearing; and

WHEREAS, a public hearing was held by the City Council of the City of Olympia on said petition on July 25, 2017, at 7:00 p.m. or thereafter in the evening; and

WHEREAS, the City has received no comments objecting to the vacation from utility providers with regard to this vacation; and

WHEREAS, the Public Works Department has indicated that the property has no known current or foreseeable future use to the City as a right-of-way; and

WHEREAS, this vacation is deemed to be in the public interest and serve the public welfare;

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

Section 1. As recommended by the City of Olympia Public Works Department and as requested by the owner of the abutting parcels, the Olympia City Council, pursuant to RCW 35.79.010, hereby vacates as a public thoroughfare the herein above described property.

Section 2. The vacation meets the criteria set forth in OMC 12.16.100.

Section 3. This Ordinance shall not become effective until the owners of the abutting property pay to the City of Olympia an amount equal to one-half the appraised value as required under OMC 12.16.030, .080, .090 and RCW 35.79.030 for the area so vacated. Failure of the abutting property owners to remit this amount within ninety (90) days of the passage of this Ordinance

shall automatically void the petition and this Ordinance without it being brought back before the City Council. The City Clerk/Treasurer shall certify on the face of this Ordinance whether or not the payment is received within the time limit referred to above.

Section 4. I, _____, City Clerk/Treasurer, hereby certify that an amount equal to one-half of the appraised value of property above vacated was ____ was not ____ received within the time referred to above.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Nienaber DCA
CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



Petition to Vacate Public Right-of-Way

RECEIVED
APR 28 2017
COMMUNITY PLANNING
AND DEVELOPMENT DEPT

OFFICIAL USE ONLY 17-1672			
Applicant: Matthew Solomon		Address:	
Phone:	File#: 17-1672	Receipt #: EN17-00081	Date: 4/28/2017

HONORABLE MAYOR AND CITY COUNCIL:

We, the undersigned, do hereby petition the Olympia City Council to vacate the following described public right-of-way:

LEGAL DESCRIPTION OF AFFECTED RIGHT-OF-WAY:
THE EAST-WEST, 20 FOOT WIDE, ALLEY IN BLOCK 4 OF CHURCH'S SUBDIVISION, BLOCK 26, AYERS ADDITION TO OLYMPIA AS RECORDED IN VOLUME 4 OF PLATS, PAGE 21.
Graphically Shown on Exhibit B

PURPOSE OF REQUEST AND STATEMENT OF PUBLIC BENEFIT: *
Request to vacate the alley in Block 4 of said subdivision. Vacating said alley will allow the owner of parcel 40700400101 to unify and develop said parcel that is currently separated by the alley. Vacating the alley will also allow the owner of 40700400101 to more easily develop a private access to said parcel due to the city trail abutting the entire east side of Block 4 and the terrain.

PETITIONERS*		
Owner's signature	Owner's Names	Parcel Number
	Matthew Solomon	40700400101
	Gary Bristow	40700401800
	Ines Angiono	40700401500
*Attach additional sheets as necessary		

I verify that each of the above signatures represents a legal and registered owner of the property abutting the above-described right-of-way.

Applicant's Signature

Date 4/27/2017

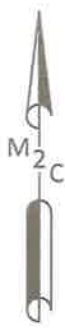
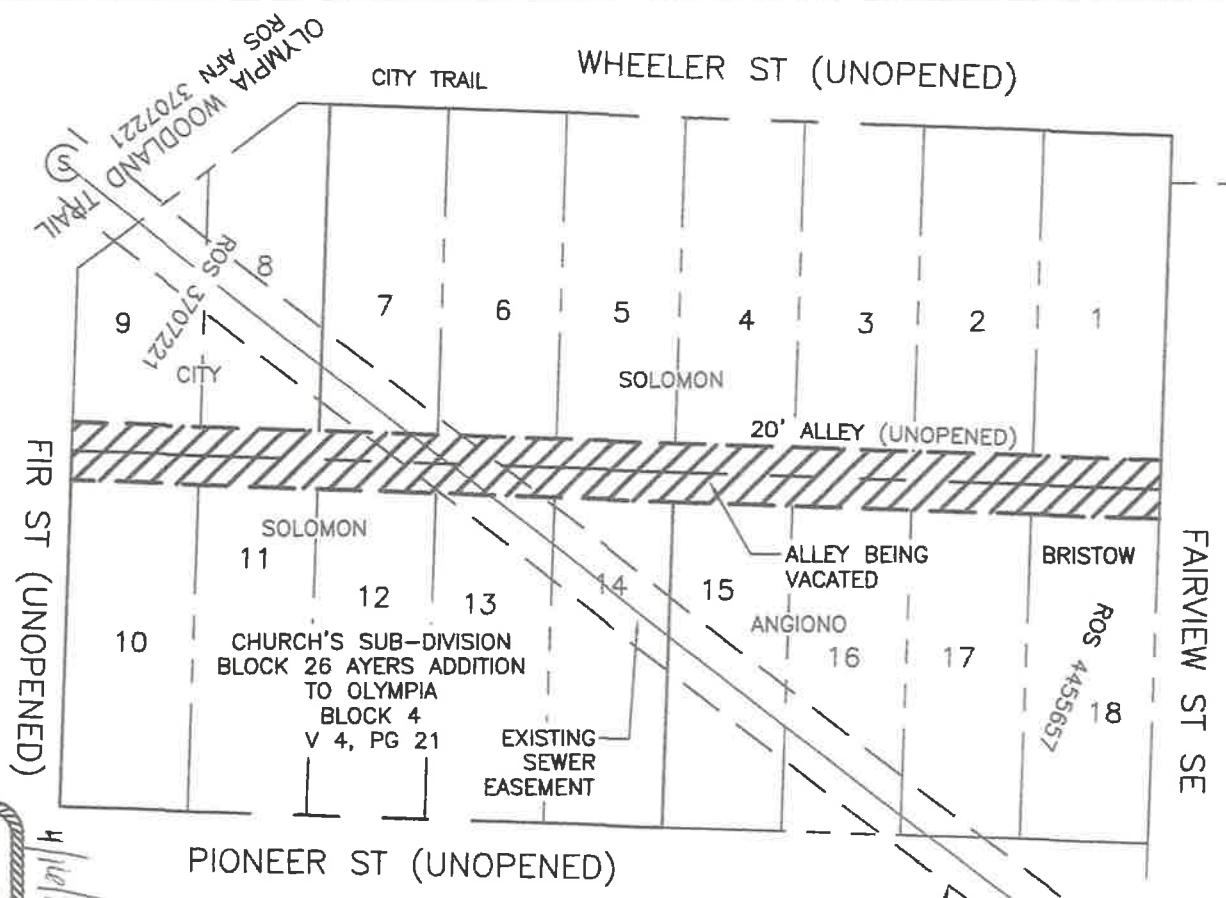
Exhibit A
Vacation Legal Description



THE EAST-WEST, 20 FOOT WIDE, ALLEY IN BLOCK 4 OF CHURCH'S SUBDIVISION,
BLOCK 26, AYERS ADDITION TO OLYMPIA AS RECORDED IN VOLUME 4 OF PLATS,
PAGE 21.

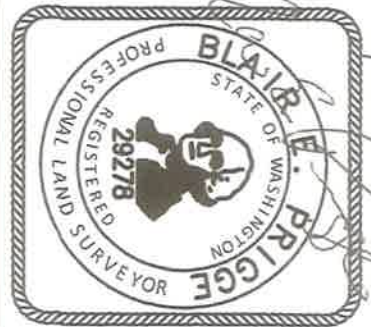


RECEIVED
APR 28 2017
COMMUNITY PLANNING
AND DEVELOPMENT DEPT.

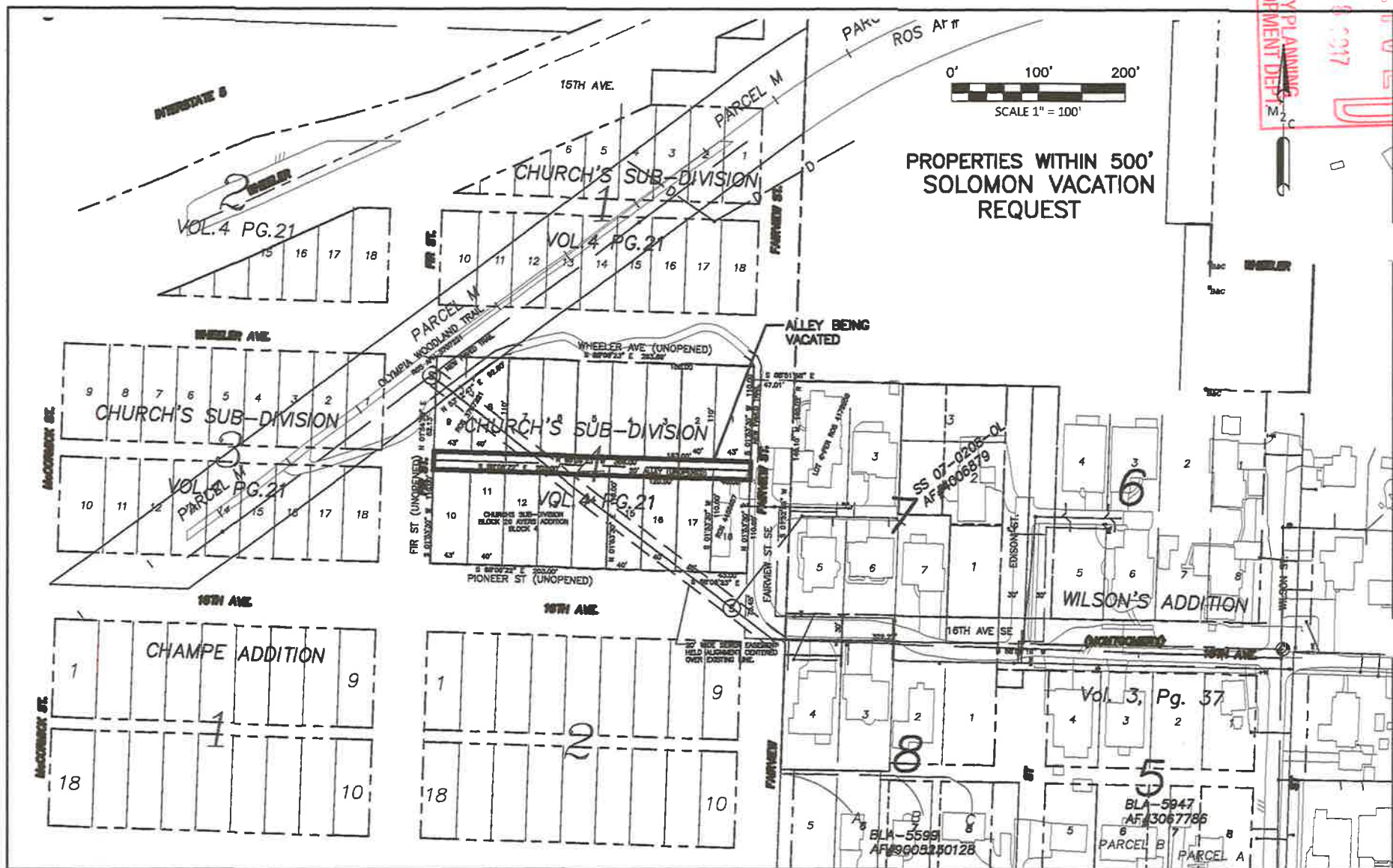


PROFESSIONAL LAND SURVEYORS
OLYMPIA, WA
360.239.1497

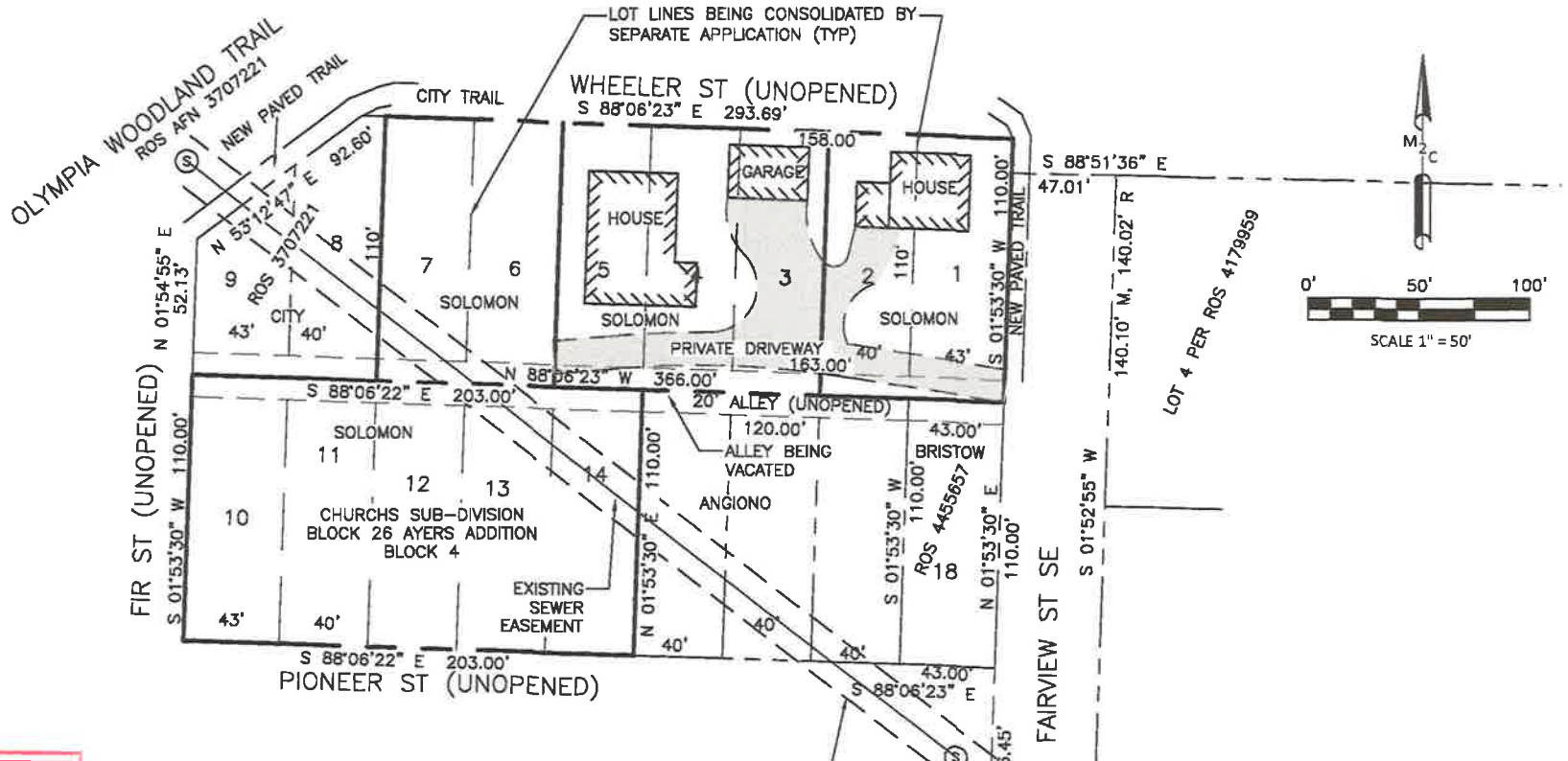
EXHIBIT B
ALLEY VACATION
JOB NUMBER 17-565
DATE 4/16/2017
SCALE 1"=60'



RECEIVED
APR 28 2017
COMMUNITY PLANNING
AND DEVELOPMENT DEPT.
M.C.



PROPERTIES WITHIN 500'
SOLOMON VACATION
REQUEST



RECEIVED
APR 28 2017
COMMUNITY PLANNING
AND DEVELOPMENT DEPT.



PROFESSIONAL LAND SURVEYORS
OLYMPIA, WA
360.239.1497

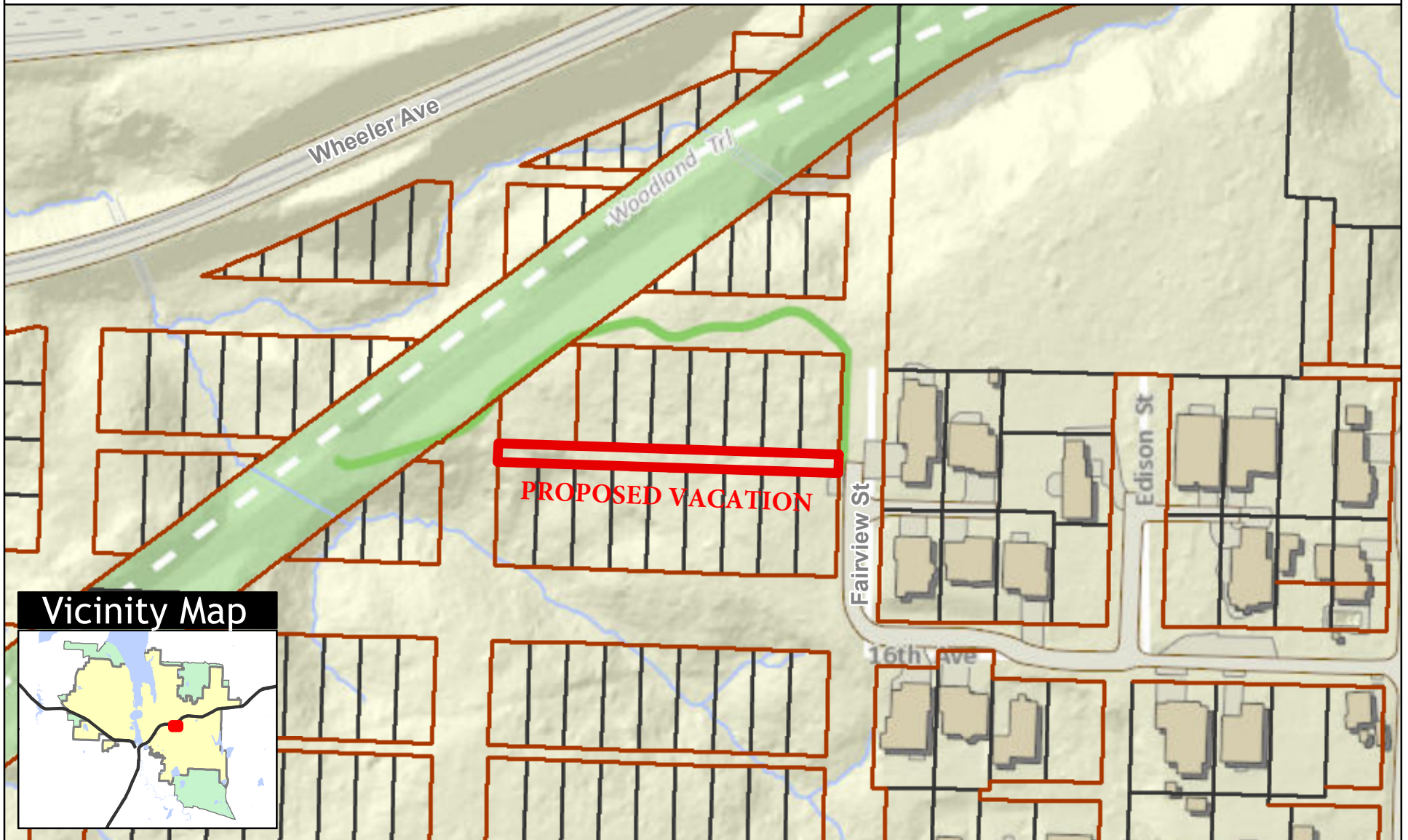
PROPOSED SITE PLAN FOR MATTHEW SOLOMON

DRAWN BY BEP	DATE 4/12/2017	JOB NUMBER 17-585
CHECKED BY SEP	SCALE 1"=50'	SHEET NUMBER SV 1
AUDITORS INDEX SW1/4 NE1/4, SEC 24, T18N, R2W, W.M.		



Proposed Solomon Vacation

17-1672



Vicinity Map



0 75 150
Feet

1 inch = 150 feet

Map printed 5/25/2017

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.



PETITION TO VACATE PUBLIC RIGHT-OF-WAY

FILE No. 17-1672

Block 4, Church's Subdivision



17-1672



0 75 150 Feet

1 inch = 150 feet

Map printed 5/25/2017

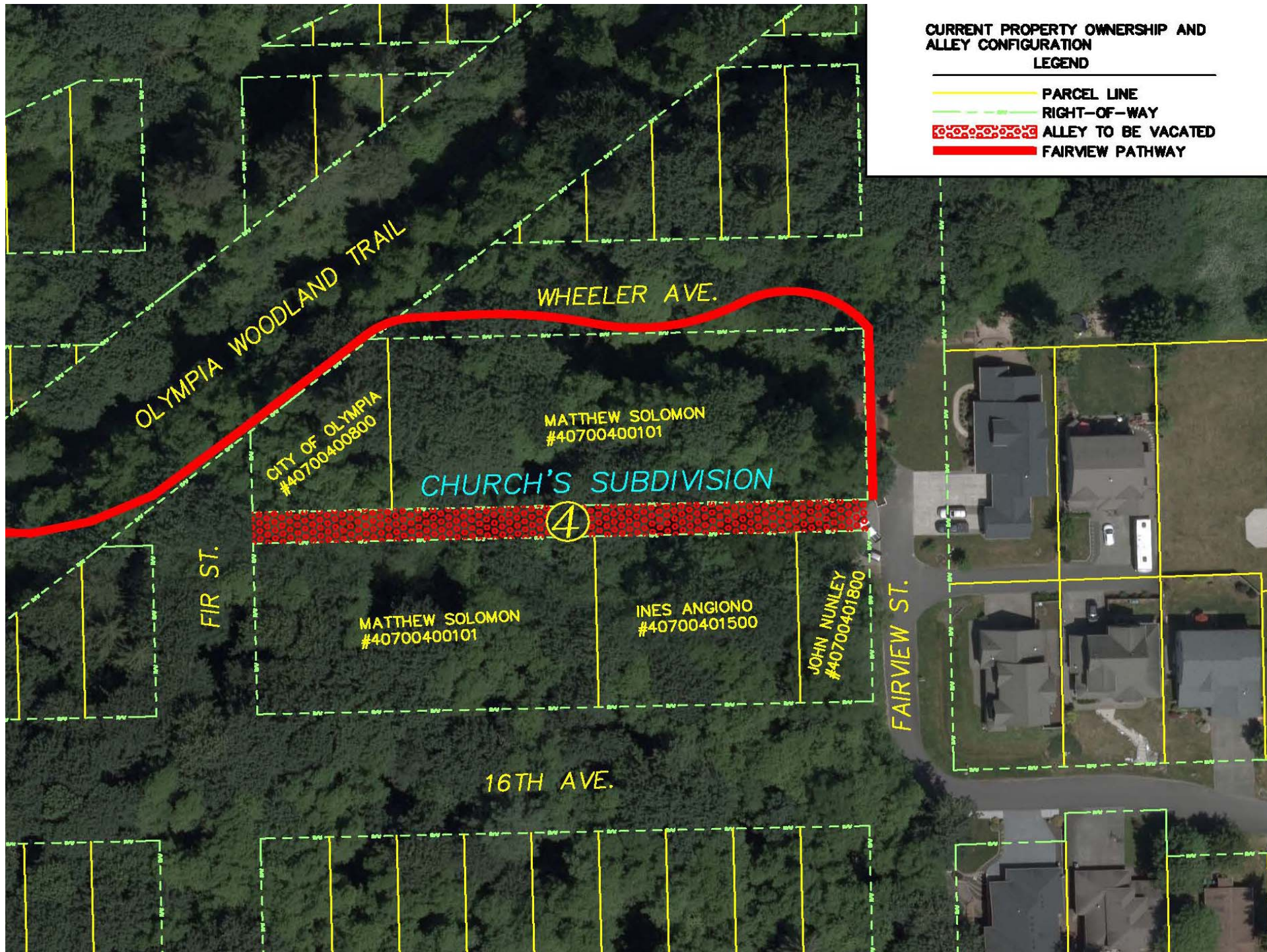
For more information, please contact:

Ladd Cluff, City Surveyor

(360) 753-8389

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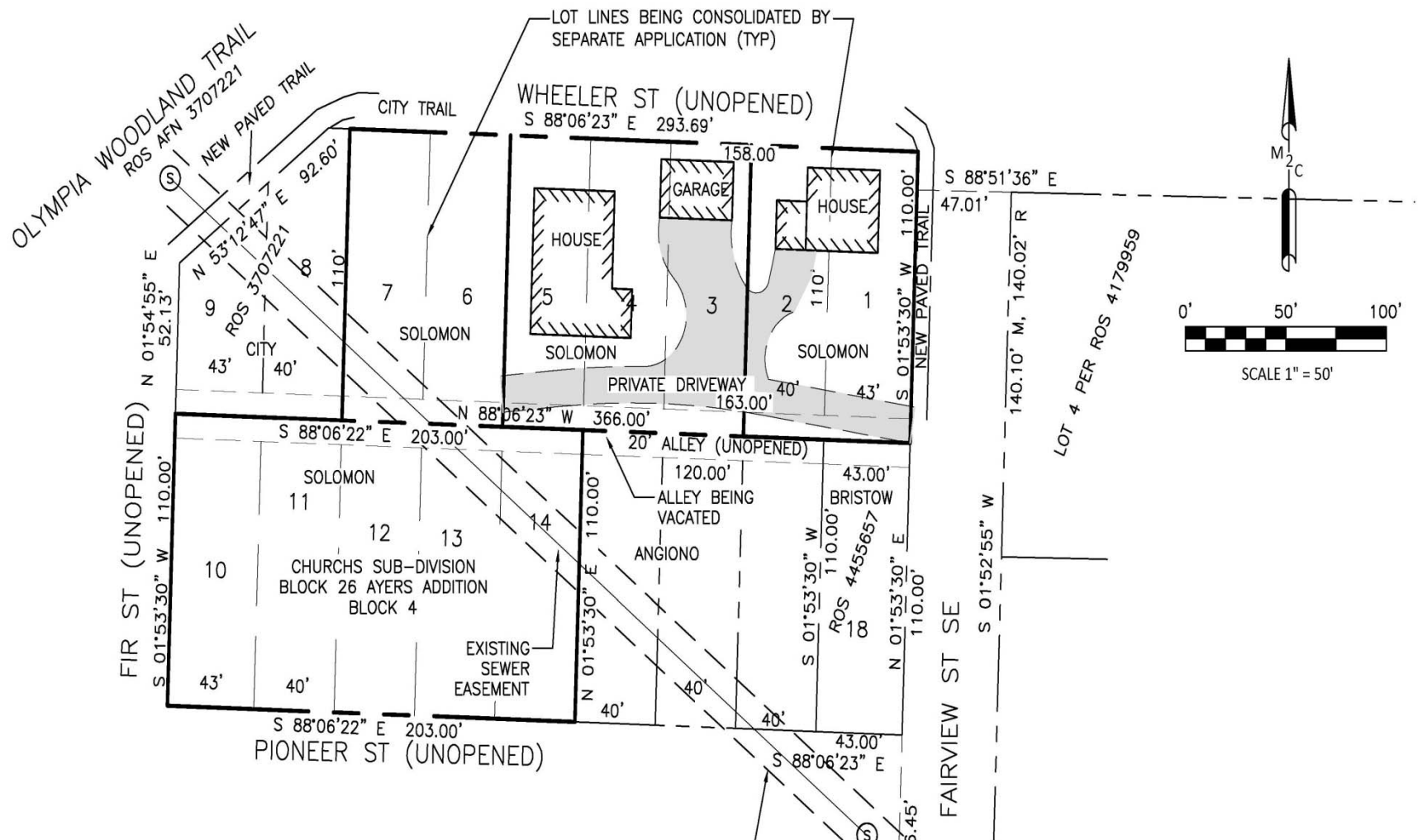
Alley Looking West



Fairview Pathway
Looking North



Mid Alley Looking East



PROFESSIONAL LAND SURVEYORS
OLYMPIA, WA
360.239.1497

PROPOSED SITE PLAN FOR MATTHEW SOLOMON

DRAWN BY BEP	DATE 4/12/2017	JOB NUMBER 17-585
CHECKED BY SEP	SCALE 1"=50'	SHEET NUMBER SV 1
AUDITORS INDEX SW1/4 NE1/4, SEC 24, T18N, R2W, W.M.		

FILE 17-1672 BLOCK 4 CHURCH SUBDIVISION ALLEY RIGHT-OF-WAY VACATION

PARCEL	OWNER NAME	VACATION AREA	VACATION S.F.	2017 ASSESSED VALUE (S.F.)	TOTAL VALUE	VACATION VALUE (50% PER STATUTE)
40700401800	JOHN NUNLEY	10' x 43'	430	\$5.81	\$2,498.30	\$1,249.15
40700401500	INES ANGIONO	10' x 120'	1,200	\$0.54	\$648.00	\$324.00
40700400101	MATTHEW SOLOMON	10' x 486'	4,860	\$0.35	\$1,701.00	\$850.50
40700400800	CITY OF OLYMPIA	10' x 83'	830	\$1.69	\$1,402.70	\$701.35
						\$3,125.00

Questions?

