



# Meeting Agenda

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Tuesday, May 21, 2019**

**7:00 PM**

**Council Chambers**

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**1. ROLL CALL**

**1.A ANNOUNCEMENTS**

**1.B APPROVAL OF AGENDA**

**2. SPECIAL RECOGNITION**

- 2.A** [19-0386](#) Special Recognition - Presentation of Complete Streets Award from the Transportation Improvement Board (TIB)

**3. PUBLIC COMMENT**

*(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** [19-0475](#) Approval of May 14, 2019 City Council Meeting Minutes

Attachments: [Minutes](#)

- 4.B** [19-0435](#) Bills and Payroll Certification

Attachments: [Bills and Payroll](#)

- 4.C**     [19-0387](#)     Approval of a Resolution Authorizing the Complete Streets Grant Agreement with the Transportation Improvement Board (TIB)

Attachments:   [Resolution](#)  
                         [Agreement](#)

#### **4. SECOND READINGS (Ordinances)**

- 4.D**     [19-0454](#)     Approval of an Ordinance to Refinance a Bond Anticipation Note (BAN) for \$10,000,000 and Add Additional Funding for Parks Land Acquisition in the amount of \$4,000,000

Attachments:   [Ordinance](#)  
                         [BAN Preliminary Offer](#)

#### **4. FIRST READINGS (Ordinances) - None**

#### **5. PUBLIC HEARING - None**

#### **6. OTHER BUSINESS - None**

#### **7. CONTINUED PUBLIC COMMENT**

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

#### **8. REPORTS AND REFERRALS**

##### **8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS**

##### **8.B CITY MANAGER'S REPORT AND REFERRALS**

#### **9. ADJOURNMENT**

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



## City Council

### Special Recognition - Presentation of Complete Streets Award from the Transportation Improvement Board (TIB)

**Agenda Date:** 5/21/2019  
**Agenda Item Number:** 2.A  
**File Number:** 19-0386

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

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#### **Title**

Special Recognition - Presentation of Complete Streets Award from the Transportation Improvement Board (TIB)

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee.

##### **City Manager Recommendation:**

Receive Complete Streets Award from the Transportation Improvement Board.

#### **Report**

##### **Issue:**

Whether to receive a Complete Streets Award from TIB.

##### **Staff Contact:**

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

##### **Presenter(s):**

Ashley Probart, Executive Director, Transportation Improvement Board

Rich Hoey, P.E., Public Works Director

#### **Background and Analysis:**

The Complete Streets Award is a state funding program for local governments that have an adopted complete streets ordinance. Organizations selected by the Transportation Improvement Board (TIB) may nominate an agency for demonstrating the practice of planning and building streets to accommodate all users, including pedestrians, transit riders, cyclists, and motorists of all ages and abilities.

As a result of the City's commitment to complete streets, the City received several nominations for a Complete Streets Award. TIB recently informed the City that it would be receiving \$500,000 under the program. This is the second consecutive Complete Streets Award the City has received. The City used a prior award of \$250,000 in 2017 to complete the permanent improvements to the

eastside bike corridor.

The City plans to use this \$500,000 grant to help complete the following projects:

- Henderson Boulevard and Eskridge Boulevard Compact Roundabout (2019)
- Olympia Avenue and East Bay Drive Pedestrian Crossing (2020)
- Adams Street and 5th Avenue Enhanced Pedestrian Crossings (2020)

**Neighborhood/Community Interests (if known):**

The community has consistently expressed interest in projects that improve bicycle and pedestrian safety. Receipt of the Complete Streets Award will provide \$500,000 towards projects that will improve transportation safety for all modes of transportation, including walking, biking, using transit, and driving.

**Options:**

N/A

**Financial Impact:**

The City will receive \$500,000 from the State TIB to help make city streets more “complete” for all users.

**Attachments:**

None



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

## City Council

### Approval of May 14, 2019 City Council Meeting Minutes

**Agenda Date:** 5/21/2019  
**Agenda Item Number:** 4.A  
**File Number:** 19-0475

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

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**Title**

Approval of May 14, 2019 City Council Meeting Minutes



# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Tuesday, May 14, 2019**

**7:00 PM**

**Council Chambers**

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**1. ROLL CALL**

**Present:** 7 - Mayor Cheryl Selby, Mayor Pro Tem Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Nathaniel Jones, Councilmember Lisa Parshley and Councilmember Renata Rollins

**1.A ANNOUNCEMENTS - None**

**1.B APPROVAL OF AGENDA**

The agenda was approved.

**2. SPECIAL RECOGNITION**

**2.B [19-0457](#) Special Recognition - National Correctional Officers Week**

Mayor Selby discussed National Corrections Officers week. Support Administrator Chandra Brady discussed the service of Corrections Officers and several officers spoke.

**The recognition was received.**

**2.A [19-0446](#) Special Recognition - National Police Week**

Mayor Selby discussed National Police Week. Deputy Police Chief Aaron Jelcick shared background on Olympia officers' service to the community.

**The recognition was received.**

**2.C [19-0459](#) Special Recognition - Proclamation Recognizing the Women's Olympic Marathon Trials Celebration Weekend**

Councilmembers read a proclamation recognizing the Women's Olympic Marathon Trials 35th anniversary celebration weekend. Olympic Trials Legacy Committee Representative Judy Hoefling and Capital City Marathon Association President Judy Hartmann discussed events occurring over the weekend.

**The recognition was received.**

**3. PUBLIC COMMENT**

The following people spoke: Cathy Pfeil, Boudicca Walsh, Jim Reeves, Lisa Ganser,

Monica Anney, Taulana Reed, Jon Pettit, CC Coates, Malorie Kennedy, William Daley, and Anne Hundley.

### **COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)**

Mayor Selby agreed to reach out to Mr. Daley regarding his request to renew the Olympia Greece sister city relationship. City Manager Steve Hall provided information regarding the investigation status on Yvonne McDonald's death.

## **4. CONSENT CALENDAR**

- 4.A**     [19-0460](#)            Approval of May 7, 2019 City Council Meeting Minutes

**The minutes were adopted.**

### **4. SECOND READINGS (Ordinances) - None**

### **4. FIRST READINGS (Ordinances)**

- 4.B**     [19-0454](#)            Approval of an Ordinance to Refinance a Bond Anticipation Note (BAN) for \$10,000,000 and Add Additional Funding for Parks Land Acquisition in the amount of \$4,000,000

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

### **Approval of the Consent Agenda**

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

**Aye:**            7 - Mayor Selby, Mayor Pro Tem Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Jones, Councilmember Parshley and Councilmember Rollins

## **5. PUBLIC HEARING - None**

## **6. OTHER BUSINESS**

- 6.A**     [19-0456](#)            Review and Approval of the 2018 Year-End Fund Balance and Accounting Adjustments

Administrative Services Director Debbie Sullivan gave an overview of the 2018 year-end fund balance, shared methodology for accounting adjustments and discussed Finance Committee budget stabilization reserve recommendations.

Councilmembers asked clarifying questions.

**Councilmember Cooper moved, seconded by Councilmember Parshley, to**

appropriate the 2018 year-end General Fund savings of \$155,454 to Building Repair and Replacement (\$100,000) and purchase case management software for the prosecution and defense programs (\$55,454). The motion carried by the following vote:

**Aye:** 7 - Mayor Selby, Mayor Pro Tem Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Jones, Councilmember Parshley and Councilmember Rollins

Councilmember Cooper moved, seconded by Councilmember Jones, to dedicate \$10,261,698 of revenue to budget stabilization reserve due to a one-time accounting adjustment required by the Government Accounting Standards Board. The motion carried by the following vote:

**Aye:** 7 - Mayor Selby, Mayor Pro Tem Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Jones, Councilmember Parshley and Councilmember Rollins

**7. CONTINUED PUBLIC COMMENT - None**

**8. REPORTS AND REFERRALS**

**8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS**

Councilmembers reported on meetings and events attended.

Mayor Selby requested and received support from Councilmembers to send a letter of support to the City of Lacey for their camping ordinance.

**8.B CITY MANAGER'S REPORT AND REFERRALS**

Mr. Hall noted a change to upcoming agendas; the *Point in Time* count discussion will be moved to June. He noted Assistant City Manager Jay Burney is at a leadership program at Gettysburg.

**9. ADJOURNMENT**

The meeting adjourned at 8:54 p.m.





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

## City Council

### Bills and Payroll Certification

**Agenda Date:** 5/21/2019  
**Agenda Item Number:** 4.B  
**File Number:** 19-0435

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

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**Title**

Bills and Payroll Certification

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

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

FOR PERIOD 4/14/2019 4/20/2019  
 FOR A/P ACH PAYMENTS and A/P CHECKS NUMBERED 3714087 THROUGH 3714452  
 FOR OTHER ELECTRONIC PAYMENTS DATED \_\_\_\_\_ THROUGH \_\_\_\_\_

INCLUSIVE IN THE AMOUNT TOTALING

DATED 4-24-19 ADMINISTRATIVE SERVICES DIRECTOR Debbie L. Sullivan

TOTAL APPROVED FOR PAYMENT  
FUND

\$527,290.30	001	GENERAL FUND
\$0.00	002	SHOP FACILITIES
\$1,316.47	003	REVOLVING ACCOUNT FUND
\$0.00	004	URBAN ARTERIAL FUND
\$39,756.51	006	Development Fee Revenue
\$1,452.40	007	Parking Fund
\$1,570.70	014	LEOFF 1 OPEB Trust Fund
\$0.00	21	Washington Center Endow
\$10.88	025	WASHINGTON CENTER
\$0.00	026	MUNICIPAL ARTS FUND
\$804.46	029	EQUIP & FACIL REPLACE RES
\$0.00	107	HUD
\$0.00	108	HUD
\$0.00	127	IMPACT FEES
\$0.00	130	SEPA MITIGATION FUND
\$0.00	132	LODGING TAX FUND
\$0.00	133	ARTS AND CONFERENCE FUND
\$0.00	134	PARKS AND REC SIDEWALK UT TAX
\$0.00	135	PARKING BUSINESS IMP AREA
\$0.00	136	FARMERS MKRT REPAIR/REPLC
\$0.00	137	CHILDREN'S HANDS ON MUSEUM
\$200.00	138	TRANS BENEFIT DISTRICT
\$0.00	141	Oly Metro Park District
\$17,442.20	142	HOME FUND
\$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
\$81,139.13	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
\$36,131.63	401	WATER
\$1,022,632.82	402	SEWER
\$320,963.28	403	SOLID WASTE
\$16,313.99	404	STORM AND SURFACE WATER
\$0.00	418	Stormwater Debt Service Fund
\$0.00	434	STORM AND SURFACE WATER CIP
\$244,924.29	461	WATER CIP FUND
\$6,812.61	462	SEWER CIP FUND
\$7,860.62	501	EQUIPMENT RENTAL
\$1,902.69	502	C. R. EQUIPMENT RENTAL
\$0.00	503	UNEMPLOYMENT COMPENSATION
\$3,480.00	504	INS TRUST FUND
\$7,893.50	505	WORKERS COMPENSATION
\$0.00	604	FIREMEN'S PENSION FUND
\$0.00	605	CUSTOMERS WATER RESERVE
\$0.00	621	WASHINGTON CENTER ENDOW
\$0.00	631	PUBLIC FACILITIES
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSYS
\$0.00	701	PARKS-NEIGHBORHOOD
\$0.00	702	PARKS-COMMUNITY
\$0.00	703	PARKS-OPEN SPACE
\$0.00	707	PARKS-SPECIAL USE
\$0.00	711	TRANSPORTATION
\$0.00	720	SCHOOLS

\$2,339,898.48 GRAND TOTAL FOR WEEK

Reconciliation of Superior All Checks Register to Expenditure Summary			
Data From Superior All Checks Register			
Description	From Check	to Check	Check Amount
Payroll A/P (vendors) Checks	3714213	3714213	35.30
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Subtotal			35.30
VOID CHECKS			(35.30)
EFT			260,306.44
A/P Checks			2,079,592.04
Grand Total			2,339,898.48
Proof			0.00

"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".

DATED 4-30-19 ADMINISTRATIVE SERVICES DIRECTOR Carbbie L. Sullivan

		FUND	
\$170,714.22	001	GENERAL FUND	
\$0.00	002	SHOP FACILITIES	
\$4,433.30	003	REVOLVING ACCOUNT FUND	
\$0.00	004	URBAN ARTERIAL FUND	
\$808.96	006	Development Fee Revenue	
\$873.47	007	Parking Fund	
\$901.50	014	LEOFF 1 OPEB Trust Fund	
\$0.00	21	Washington Center Endow	
\$130.64	025	WASHINGTON CENTER	
\$500.00	026	MUNICIPAL ARTS FUND	
\$0.00	029	EQUIP & FACIL REPLACE RES	
\$381.15	107	HUD	
\$0.00	108	HUD	
\$0.00	127	IMPACT FEES	
\$0.00	130	SEPA MITIGATION FUND	
\$0.00	132	LODGING TAX FUND	
\$0.00	133	ARTS AND CONFERENCE FUND	
\$0.00	134	PARKS AND REC SIDEWALK UT TAX	
\$0.00	135	PARKING BUSINESS IMP AREA	
\$0.00	136	FARMERS MRKT REPAIR/REPLC	
\$0.00	137	CHILDREN'S HANDS ON MUSEUM	
\$0.00	138	TRANS BENEFIT DISTRICT	
\$0.00	141	Oly Metro Park District	
\$20,260.96	142	HOME FUND	
\$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	
\$252,703.74	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	
\$66,114.55	401	WATER	
\$14,597.64	402	SEWER	
\$14,044.50	403	SOLID WASTE	
\$3,426.54	404	STORM AND SURFACE WATER	
\$0.00	418	Stormwater Debt Service Fund	
\$2,880.00	434	STORM AND SURFACE WATER CIP	
\$37,478.01	461	WATER CIP FUND	
\$3,538.45	462	SEWER CIP FUND	
\$535.34	501	EQUIPMENT RENTAL	
\$0.00	502	C. R. EQUIPMENT RENTAL	
\$262.50	503	UNEMPLOYMENT COMPENSATION	
\$0.00	504	INS TRUST FUND	
\$121.04	505	WORKERS COMPENSATION	
\$0.00	604	FIREMEN'S PENSION FUND	
\$0.00	605	CUSTOMERS WATER RESERVE	
\$0.00	621	WASHINGTON CENTER ENDOW	
\$0.00	631	PUBLIC FACILITIES	
\$0.00	682	LAW ENFORCEMENT RECORD MGNTSY	
\$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	
\$100,830.89	720	SCHOOLS	

<i>Proof</i>	0.00
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DATED 5.14.19 ADMINISTRATIVE SERVICES DIRECTOR Gabriel L. Sullivan

Reconciliation of Superior All Checks Register to Expenditure Summary			
Data From Superior All Checks Register			
Description	From Check	to Check	Check Amount
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
Payroll A/P (vendors) Checks			
		<i>Subtotal</i>	<i>0.00</i>
VOID CHECKS			
EFT			391,051.91
A/P Checks			403,091.81
Grand Total			794,143.72
<i>Proof</i>			<i>0.00</i>

**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 **4/15/2019** have been examined and are approved as recommended for payment.

Employees Gross Pay:	<u>\$ 2,292,230.10</u>
Employer Share of Benefits:	<u>\$ 794,818.91</u>
<b>TOTAL</b>	<u><u>\$ 3,087,049.01</u></u>

2,292,230.10 + 794,818.91  
= 3,087,049.01 ✓

Payroll Check Numbers \_\_\_\_\_ Manual Checks

And \_\_\_\_\_ Fire Pension Checks

And \_\_\_\_\_ Manual Checks

And 92070 92092 Semi Payroll Checks

and Direct Deposit transmission.

4.24.19  
DATE

Walter L. Sullivan  
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 **4/30/2019** have been examined and are approved as recommended for payment.

Employees Gross Pay:	<u>\$ 2,264,200.97</u>	
Fire Pension Gross Pay:	<u>\$ 29,243.65</u>	
Employer Share of Benefits:	<u>\$ 765,187.05</u>	
Employer Share of LEOFF I Police Post-Retirement Benefits:	<u>\$ 25,197.06</u>	2,264,200.97000+
		29,243.65000+
Employer Share of LEOFF I Fire Post-Retirement Benefits:	<u>\$ 22,408.75</u>	765,187.05000+
		25,197.06000+
		22,408.75000+
<b>TOTAL</b>	<u><u>\$ 3,106,237.48</u></u>	3,106,237.48000*

Payroll Check Numbers			Manual Checks
And	<u>92093</u>	<u>92098</u>	Fire Pension Checks
And	<u>92099</u>	<u>92099</u>	Manual Checks
And	<u>92100</u>	<u>92110</u>	Semi Payroll Checks

and Direct Deposit transmission.

5-10-19  
DATE

  
ADMINISTRATIVE SERVICES DIRECTOR



## City Council

### Approval of a Resolution Authorizing the Complete Streets Grant Agreement with the Transportation Improvement Board (TIB)

**Agenda Date:** 5/21/2019  
**Agenda Item Number:** 4.C  
**File Number:** 19-0387

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

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#### **Title**

Approval of a Resolution Authorizing the Complete Streets Grant Agreement with the Transportation Improvement Board (TIB)

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee.

##### **City Manager Recommendation:**

Move to approve the resolution authorizing the Complete Streets Grant Agreement with the Transportation Improvement Board (TIB).

#### **Report**

##### **Issue:**

Whether to approve the Complete Streets Grant Agreement with the TIB.

##### **Staff Contact:**

Mark Russell, P.E., Deputy Director, Public Works Department, 360.753.8762

##### **Presenter(s):**

None - Consent Calendar Item.

#### **Background and Analysis:**

The City received a Complete Streets Award from the TIB for our efforts to build a transportation network for all users; pedestrians, bicycles, transit, and vehicles. This award includes \$500,000 in funding for pedestrian and bicycle related improvements.

These grant funds will help construct the following projects:

1. Henderson Boulevard and Eskridge Boulevard Compact Roundabout
2. Adams Street and 5th Avenue Enhanced Pedestrian Crossings (curb bulb-outs)
3. Olympia Avenue and East Bay Drive Pedestrian Crossing

All of these projects improve pedestrian and bicycle safety. They also help make these modes of



travel more inviting to a broader range of people.

In order to receive the grant funds, the City needs to execute the attached TIB Grant Agreement.

**Neighborhood/Community Interests (if known):**

Neighborhoods and several community members have requested pedestrian and bicycle safety improvements at these project locations.

**Options:**

1. Approve the resolution authorizing the Complete Streets Grant Agreement with the Transportation Improvement Board (TIB). The projects will proceed as planned.
2. Do not approve a resolution authorizing the Complete Streets Grant Agreement. The City will need to find other grants or funding sources to complete these projects.

**Financial Impact:**

The Henderson Boulevard and Eskridge Boulevard compact roundabout cost is approximately \$1,060,000. TIB grant funds of \$200,000 and Transportation Impact Fees will pay for this project.

The cost estimate for both of the pedestrian crossing projects is approximately \$570,000. TIB grant funds of \$300,000 and Transportation Capital Improvement Program funds will pay for these projects.

**Attachments:**

Resolution  
Grant Agreement

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE  
STATE OF WASHINGTON, TRANSPORTATION IMPROVEMENT BOARD, FOR THE  
HENDERSON BOULEVARD AND ESKRIDGE BOULEVARD COMPACT  
ROUNABOUT PROJECT, THE ADAMS STREET AND 5TH AVENUE ENHANCED  
PEDESTRIAN CROSSINGS PROJECT, AND THE OLYMPIA AVENUE AND EAST BAY  
DRIVE ENHANCED PEDESTRIAN CROSSING**

**WHEREAS**, The City applied for and received a Complete Streets Grant from the State of Washington, Transportation Improvement Board (TIB); and

**WHEREAS**, This Complete Streets Grant award to the City, consisting of \$500,000, will fund three projects: the Henderson Boulevard and Eskridge Boulevard compact roundabout project (\$200,000); the Adams Street and 5<sup>th</sup> Avenue enhanced pedestrian crossings project (\$200,000); and the Olympia Avenue and East Bay Drive enhanced pedestrian crossing project (\$100,000); and

**WHEREAS**, these three projects will benefit the City by improving pedestrian and bicycle safety, making these modes of travel more inviting to a broader range of people; and

**WHEREAS**, In order to be eligible to receive the grant funds from the TIB, the City must execute the Complete Streets Grant Agreement as presented by the TIB; and

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

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

1. The Olympia City Council hereby approves the Grant Agreement between the City of Olympia and the State of Washington, Transportation Improvement Board, for the Henderson Boulevard and Eskridge Boulevard compact roundabout project, the Adams Street and 5<sup>th</sup> Avenue enhanced pedestrian crossings project, and the Olympia Avenue and East Bay Drive enhanced pedestrian crossing project, and the terms and conditions contained therein.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Grant Agreement, and any other documents necessary to obligate funds for the Henderson Boulevard and Eskridge Boulevard compact roundabout project, the Adams Street and 5<sup>th</sup> Avenue enhanced pedestrian crossings project, and the Olympia Avenue and East Bay Drive enhanced pedestrian crossing project, and to make any minor

modifications as may be required and are consistent with the intent of the Grant Agreement, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY



City of Olympia  
C-W-195(002)-1  
Complete Streets Award  
March 2019 Selection

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Olympia  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Complete Streets Award, March 2019 Selection (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Olympia, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$500,000 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT



The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

## 6.0 AMENDMENTS

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

## 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

## 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT



RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.

b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.

c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



### 15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

### 16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**APPROVED AS TO FORM:**

*Deputy*   
CITY ATTORNEY

Fuel Tax Agreement





# Transportation Improvement Board Complete Streets Work Plan



**Complete Streets Award**

Once approved, all work shown must be completed before agency is eligible for future nominations.

Agency City of Olympia

Agency Contact Sophie Stimson


Phone 360-753-8497 Email sstimson@ci.olympia.wa.us

Total Work Plan  
Complete Streets Funding \$500,000

Proposed Work Item	Description	Complete Streets Funding	Estimated Completion Year
Henderson Boulevard and Eskridge Boulevard Compact Roundabout	The compact roundabout provides enhanced pedestrian crossings with flashing beacon systems on the dominant pedestrian crossings, and refuge islands on all legs of the intersection. The roundabout will provide speed management. The roundabout will integrate with and improve upon existing bicycle facilities.	\$200,000	2019
Adams Street and 5th Avenue enhanced pedestrian crossings	Add bulb outs to three corners of the intersection (remaining corner has a bulb out). The bulb outs will reduce pedestrian exposure to traffic and increase visibility for pedestrians. The bulb outs will improve motorist sight-lines approaching the intersection.	\$200,000	2020
Olympia Avenue and East Bay Drive enhanced pedestrian crossing	Add flashing beacons and upgrade access ramps at the north leg of the intersection. Pending an engineering evaluation, the project may include lane reconfiguration to extend the bike lane on East Bay Drive.	\$100,000	2020

## Agency Certification

Certification is hereby given that the proposed work plan represents projects that support and reflect our commitment to the Complete Streets ordinance and ethic.

  
Signature of Authorized Agency Official

**Mark Russell, P.E., Deputy PW Director**  
Agency Official Name & Title

February 14, 2019  
Date

## TIB Approval

Project Engineer Review



Date 2/27/19

Engineering Manager



Date 2/28/19

Executive Director



Date 3-5-19



## City Council

### **Approval of an Ordinance to Refinance a Bond Anticipation Note (BAN) for \$10,000,000 and Add Additional Funding for Parks Land Acquisition in the amount of \$4,000,000**

**Agenda Date:** 5/21/2019  
**Agenda Item Number:** 4.D  
**File Number:** 19-0454

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

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#### **Title**

Approval of an Ordinance to Refinance a Bond Anticipation Note (BAN) for \$10,000,000 and Add Additional Funding for Parks Land Acquisition in the amount of \$4,000,000

#### **Recommended Action**

##### **Committee Recommendation:**

Not referred to a committee.

##### **City Manager Recommendation:**

Move to approve the Ordinance to refinance the Bond Anticipation Note for \$10,000,000 and add additional funding for Parks Land Acquisition in the amount of \$4,000,000 on second reading.

#### **Report**

##### **Issue:**

Whether the City Council should approve the Ordinance to refinance the Bond Anticipation Note and add additional funding for Parks Land Acquisition.

##### **Staff Contact:**

Nanci Lien, Fiscal Services Director, Administrative Services Department, 360.753.8465

##### **Presenter(s):**

None - Consent Calendar Item.

##### **Background and Analysis:**

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

In 2018, the City of Olympia obtained a BAN (bond anticipation note) with Cashmere Valley Bank for \$10 million for the purchase of several park properties. The BAN matures on June 1, 2019. The City has \$4 million of financial obligations for property acquisition due later this year. The City had originally planned to refinance the BAN before it matured in June 2019, and include the additional \$4

million financial obligation.

In consultation with the City's financial consultant, staff recommends refinancing the original \$10 million BAN for one year with Cashmere Valley Bank and add the additional \$4 million obligation, for a total of \$14 million. As part of the decision to refinance the bank loan, the financial consultant checked rates with Cashmere Valley Bank and two other banks. The rate of the bank loan was comparable or less than current General Obligation bond rates and the issuance is less costly and allows the City to pay it off early with no penalty.

Prior to the 2020 maturity, staff will reassess the market and bring forward a recommendation for long-term refinancing of the \$14 million loan.

**Neighborhood/Community Interests (if known):**

N/A

**Options:**

1. Approve the ordinance to refinance the BAN for 10,000,000 and add additional funding for Parks Land Acquisition in the amount of \$4,000,000.
2. Do not approve the ordinance. Not approving the ordinance may jeopardize the City's ability to complete the purchase of a park property.
3. Direct the staff to another course of action for park acquisition financing.

**Financial Impact:**

Approval of the ordinance provides financing for immediate park acquisition needs. Funding for payment of debt service to refinance the BAN will come from existing voter-approved utility taxes identified for park purposes or other general revenues. Interest on the BAN is expected to be 2.50%. Annual interest will depend on the final amount of the BAN. Interest on the BAN will be paid semi-annually from Park impact fees and/ or voted utility taxes.

**Attachments:**

Ordinance

Bond Anticipation Note, preliminary offer from Cashmere Valley Bank

CITY OF OLYMPIA, WASHINGTON

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE of the City of Olympia, Washington authorizing the issuance of limited tax general obligation bonds of the City to provide funds to repay a note and pay additional costs of purchasing property for parks and the development of and improvements to City parks; authorizing the issuance of a bond anticipation note pending the issuance of those bonds in the aggregate principal amount of not to exceed \$14,000,000; fixing the terms and covenants of the note; and approving the sale of the note to Cashmere Valley Bank.

WHEREAS, pursuant to Ordinance No. 7012, the City of Olympia, Washington (the "City") issued its Limited Tax General Obligation Bond Anticipation Note, 2016 (the "2016 Note") maturing on June 1, 2019, for the purpose of purchasing property for parks; and

WHEREAS, pursuant to Ordinance No. 7141, the City amended the purpose of the 2016 Note to include financing the development of and improvements to City parks (collectively, with the purchasing of property for parks, the "Project"); and

WHEREAS, the City Council deems it to be in the best interests of the City to borrow money by the issuance of limited tax general obligation bonds and, pending the issuance of those bonds, issue short term obligations in accordance with the provisions of chapter 39.50 RCW for the purpose of providing funds to refinance the 2016 Note and pay a portion of the costs of the Project; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, ORDAINS as follows:

Section 1. Debt Capacity. The assessed valuation of the taxable property of the City as ascertained by the last preceding assessment for City purposes for the calendar year 2019 is \$7,134,825,096, and the City had outstanding as of December 31, 2018, general indebtedness evidenced by limited tax general obligation bonds, loans and leases (including the 2016 Note) in the principal amount of \$64,726,572 incurred within the limit of up to 1 1/2% of the value of the taxable property within the City permitted for general municipal purposes without a vote of the qualified voters therein, and unlimited tax general obligation bonds in the principal amount of \$10,400,000 incurred within the limit of up to 2 1/2% of the value of the taxable property within the City for capital purposes only, issued pursuant to a vote of the qualified voters of the City. The maximum amount of indebtedness for which bonds are authorized herein to be issued is \$14,000,000.

Section 2. Authorization of Bonds. The City shall borrow money on the credit of the City and issue negotiable limited tax general obligation bonds evidencing that indebtedness in the amount of \$14,000,000 or such other lessor amount necessary (the "Bonds") to provide the funds to pay all or a portion of repaying the Note, pay additional costs of the Project and to pay

the costs of issuance and sale of the Bonds. The general indebtedness to be incurred shall be within the limit of up to 1 1/2% of the value of the taxable property within the City permitted for general municipal purposes without a vote of the qualified voters therein.

Section 3. Description of the Note. For the purpose of refinancing the 2016 Note, providing all or part of the money required to finance the cost of the Project, and pay interest on and costs of issuing the Note pending the issuance of the Bonds, the City shall issue its Limited Tax General Obligation Bond Anticipation Note, 2019, in the principal amount of not to exceed \$14,000,000 (the "Note"). The Note shall be in fully registered form, shall be numbered R-1, shall be dated the date of its delivery to Cashmere Valley Bank (the "Bank"), and shall mature on June 1, 2020 (the "Maturity Date").

The Bank has offered to purchase the Note under the terms of the Note Purchase Agreement, and this ordinance. Amounts received from the Note shall bear interest on unpaid principal outstanding from time to time at the interest rate of 2.60% per annum, calculated on the basis of a 365-day year and the actual number of days elapsed. Interest on the Note shall be due and payable semiannually on each June 1 and December 1, beginning on December 1, 2019. The outstanding principal balance of the Note shall be due and payable on the Maturity Date.

The outstanding principal balance of the Note on any particular day shall be the aggregate of all funds which the City has drawn from the date of the Note to that day, less the aggregate of all principal payments made by the City on or before that day.

A Request for Draw pursuant to the Note may be made by the Administrative Services Director or Fiscal Services Director (each a "Designated Representative") in writing to the Bank, at any time on or prior to the Maturity Date. Each Request for Draw must be in the minimum amount of \$25,000. A Request for Draw made prior to 11:00 a.m. and confirmed by the Bank will be funded on that business day. Each Request for Draw shall be delivered to the Bank, shall specify the dollar amount requested, the account number to which the drawing shall be deposited and the proposed date of the drawing, which date must be a business day. The aggregate of all such draws on the Note may not exceed \$14,000,000. Principal amounts of the Note that are prepaid may not be re-borrowed. The City hereby delegates to a Designated Representative authority to make a written Request for Draw pursuant to this ordinance. The Bank shall incur no liability to the City or to any other person in acting upon any written notice or other communication which the Bank believes in good faith to have been given by an official or other person authorized to borrow on behalf of the City, or otherwise acting in good faith in making advances pursuant to this ordinance.

The Note shall be an obligation only of the Note Fund and shall be payable and secured as provided herein. The Note shall not be deemed to constitute a pledge of the faith and credit or taxing power of the State of Washington.

Both principal of and interest on the Note shall be payable in lawful money of the United States of America. Upon the final payment of all principal and interest on the Note, the Note shall be surrendered to the Note Registrar for cancellation.

Section 4. Registration and Transfer of the Note. The Note shall be issued only in registered form as to both principal and interest and be recorded on books or records maintained by the Fiscal Services Director who is appointed to act as the note registrar (the "Note Register"). The Note Register shall contain the name and mailing address of the owner of the Note.

A Note surrendered to the Note Registrar may be exchanged for a new Note in the amount of not to exceed \$14,000,000. A Note may be transferred only if endorsed in the manner provided thereon and surrendered to the Note Registrar. Any exchange or transfer shall be without cost to the owner or transferee. The Note Registrar shall not be obligated to exchange or transfer a Note during the 15 days preceding the Maturity Date of the Note.

The Note may be assigned or transferred only in whole by the registered owner to a single investor that is a financial institution or a person who is reasonably believed to be a qualified institutional buyer or accredited investor within the meaning of the applicable federal securities laws.

Section 5. Prepayment. The City reserves the right to prepay principal of the Note in advance of the Maturity Date, in whole or in part, at any time, with no prepayment penalty. The City will notify the Bank at least 15 days in advance of its intent to prepay.

Section 6. Pledge of Taxes. The City irrevocably pledges to redeem the Note on or before its Maturity Date from the proceeds of a sufficient amount of the Bonds, from the proceeds of additional short term obligations or from other money of the City legally available for such purpose, and to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of the electors of the City on all of the taxable property within the City in an amount sufficient, together with the Bonds or other short term obligation proceeds and other money legally available and to be used therefor, to pay when due the principal of and interest on the Note and the Bonds, and the full faith, credit and resources of the City are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Section 7. Form and Execution of the Note. *Form of the Note; Signatures and Seal.* The Note shall be prepared in a form consistent with the provisions of this ordinance and Washington law. The Note shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on the Note ceases to be an officer of the City authorized to sign bonds before the Note bearing her or his manual or facsimile signature is authenticated by the Note Registrar, or issued or delivered by the City, the Note nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign notes. The Note also may be signed on behalf of the City by any person who, on the actual date of signing of the Note, is an officer of the City authorized to sign notes, although she or he did not hold the required office on its date of delivery of the Note.

(b) *Authentication.* Only the Note bearing a Certificate of Authentication in substantially the following form, manually signed by the Note Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: "Certificate of Authentication. This Note is the fully registered City of Olympia, Washington, Limited Tax General Obligation Bond Anticipation Note, 2019." The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Note so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 8. Tax Covenants. Tax Certificate. The City hereby covenants that it will not make any use of the proceeds of sale of the Note or any other funds of the City which may be deemed to be proceeds of such Note pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the applicable regulations thereunder which will cause the Note to be an "arbitrage bond" within the meaning of such section and such regulations. The City will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the Note) and the applicable regulations thereunder through the term of the Note. The City further covenants that it will not take any action or permit any action to be taken that would cause the Note to constitute a "private activity bond" under Section 141 of the Code.

(b) *Post-Issuance Compliance.* The Administrative Services Director is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the issue date to prevent interest on the draws on the Note from being included in gross income for federal tax purposes.

Section 9. Note Fund; Disposition of Note Proceeds. There is authorized to be created in the office of the Fiscal Services Director a special account designated as the "Limited Tax General Obligation Bond Anticipation Note Account, 2019" (the "Note Fund"). All Bond proceeds, installment loans and taxes collected for and allocated to the payment of the principal of and interest on the Note shall be deposited in the Note Fund. Both principal of and interest on the Note shall be payable solely out of the Note Fund. All or a portion of the proceeds from the initial draw on the Note shall be used to repay the 2016 Note. The proceeds received from additional draws on the Note shall be paid into the "Capital Improvement Fund," a fund designated by the Fiscal Services Director and used for the Project. Until needed to pay the costs of the Project and costs of issuance of the Note, the City may invest Note proceeds temporarily in any legal investment.

Payment of interest on each interest payment date, and of principal at maturity or prepayments of principal, shall be paid by immediately available funds delivered on or before each interest payment date or the maturity or prepayment date to the registered owner at the address appearing on the Note Register on the last day of the month preceding the payment date. Upon the final payment of principal of and interest on the Note the registered owner shall surrender the Note at the principal office of the Note Registrar for destruction or cancellation in accordance with law.

Section 10. Sale of the Note. The sale of the Note to the Bank, under the terms and conditions of this ordinance, and the Note Purchase Agreement to purchase the Note is hereby

approved and confirmed. The City Council authorizes the Note Purchase Agreement to be signed by the Administrative Services Director. The Bank will not charge a fee for this Note.

Section 11. Reporting Requirements. While the Note is outstanding, the City shall submit its annual financial reports and audit reports to the Bank along with such additional information as the Bank may reasonably request from time to time. Such information can be provided to the Bank through a link to the information on the City's website or through the Electronic Municipal Market Access ("EMMA") website of the Municipal Securities Rulemaking Board.

Section 12. Governing Law. The Note shall be governed and interpreted according to the laws of Washington. Nothing in this paragraph shall be construed to limit or otherwise affect any rights or remedies of the Bank under federal law.

Section 13. General Authorization and Ratification. The Mayor, Administrative Services Director, Fiscal Services Director and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of the Note to the Bank thereof and for the proper application, use and investment of the proceeds of the Note. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 14. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 15. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.



PASSED by the City Council and APPROVED by the Mayor of the City of Olympia, Washington, at a regular open public meeting thereof, this 21<sup>st</sup> day of May, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

## CERTIFICATION

I, the undersigned, City Clerk of the City of Olympia, Washington (the "City"), hereby certify as follows:

1. The attached copy of Ordinance No. \_\_\_\_ (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on May 21, 2019, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication in the City's official newspaper, which publication date is \_\_\_\_\_, 2019.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: \_\_\_\_\_, 2019.

CITY OF OLYMPIA, WASHINGTON

\_\_\_\_\_  
City Clerk



## Cashmere Valley Bank

Term Sheet  
(For Discussion Purposes Only)  
April 25, 2019

Re: City of Olympia, Washington  
Limited Tax General Obligation Bond Anticipation Note, 2019

Thank you for the opportunity to propose the following structure for the City of Olympia, Washington (the "City") Limited Tax General Obligation Bond Anticipation Note, 2019 (the "Note"). Cashmere Valley Bank (the "Bank") has outlined general terms below for discussion purposes only. All terms are subject to credit approval and do not constitute a commitment to lend money.

1. Borrower: City of Olympia, Washington
2. Amount: Not to exceed \$14,000,000
3. Tax Status: Non-bank qualified, tax exempt
4. Purpose: The proceeds of the Note will be used to refinance the City's Limited Tax General Obligation Bond Anticipation Note, 2016 and increase the borrowing amount by \$4,000,000 to provide funds to pay the cost of certain parks department projects of the City.
5. Maturity: June 1, 2020
6. Note Description:
  - a. Interest Rate: Interest on the Note would be a non-bank qualified tax exempt rate of 2.60%. The Note would be dated the date of delivery to the Bank and would accrue interest on the outstanding balance from each respective draw date. Interest would be calculated on the basis of a 365-day year, and the actual days elapsed.
  - b. Terms: The Note would be structured with semiannual interest on June 1 and December 1, commencing December 1, 2019. Principal would be paid at maturity of June 1, 2020 or date of prior prepayment. The Note would either be funded up front or by draws made on the Note.
  - c. Security: The Note would be a limited tax general obligation of the City and secured by and payable from tax revenues of the City and such other money as is lawfully available.
  - d. Draws: Draws could be made on any business day in an amount greater than or equal to \$25,000. Draw proceeds would be wire transferred for the City's benefit. For same day funding, draw requests would need to be received and confirmed by 11:00AM.

City of Olympia, Washington  
Limited Tax General Obligation Bond Anticipation Note, 2019

7. **Transferability:** The Bank would hold the Note with no intent to sell or transfer. The Note may be transferred only in whole to a qualified investor or as would be further described in the City's authorizing documents.
8. **Prepayment:** The City may choose to prepay the Note in whole or in part at any time without penalty. The Bank would require 15 days advance notice of any prepayment.
9. **Fees:** There is no loan fee due to the Bank. The Bank would not charge an unused fee. The City would be responsible for all other costs of issuing the Note.
10. **Additional Terms:** The Note documents would be in the standard forms customarily required by the Bank for tax-exempt municipal funding and would include additional terms and conditions not discussed above. The City would provide is annual financial report to the Bank during the period the Note is outstanding and held by the Bank. At the date of closing of the Note, the financial condition and credit of the City and all other features of this transaction would be as represented to the Bank without material adverse change. In the event of adverse material changes in the credit worthiness of the City, including litigation involving or claims filed against the City, any future commitment would terminate upon notice by the Bank. Any future commitment would be non-assignable by the City.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Thank you for this opportunity to discuss this financing with the City and its finance team.

Respectfully,

CASHMERE VALLEY BANK

Authorized Representative:

Tom Brown  
Vice President, Municipal Finance Manager  
1400 112<sup>th</sup> Ave. SE, STE 100  
Bellevue, WA 98004  
(p) 425.688.3936  
(f) 425.455.2494  
tbrown@cashmerevalleybank.com