



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, July 9, 2019

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [19-0585](#) Special Recognition - Nature's Scorecard Update

Attachments: [Letter](#)
[Nature's Scorecard Update](#)

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 [19-0635](#) Approval of June 18, 2019 City Council Meeting Minutes

Attachments: [Minutes](#)

4.B [19-0621](#) Approval of an Appointment to the Heritage Commission to Fill a Vacancy

Attachments: [Pareigis Application and Resume](#)

- 4.C** [19-0616](#) Approval of the Village at Millpond Phase 2 Final Plat

Attachments: [Final Plat Map](#)
 [Plat Improvement Acceptance Letter](#)
 [Preliminary Plat Conditions of Approval](#)
 [Master Plan](#)

- 4.D** [19-0547](#) Approval of a Resolution Authorizing an Interagency Agreement between the City of Olympia and the Washington State Patrol for Reimbursement of Allowable Fire Agency Costs

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

- 4.E** [19-0551](#) Approval of a Resolution Authorizing an Interlocal Agreement with the Washington State Department of Enterprise Services for Fire Protection Services

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

- 4.F** [19-0558](#) Approval of a Resolution Authorizing an Interlocal Agreement with Washington Consolidated Technology Services for Fire Protection Services

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

- 4.G** [19-0559](#) Approval of a Resolution Stating the Intent of the City of Olympia to Work with Thurston County and Other Jurisdictions to Create an Interlocal Agreement for Disaster Recovery

Attachments: [Resolution](#)

- 4.H** [19-0561](#) Approval of a Resolution Authorizing an Interlocal Agreement with Intercity Transit for a Traffic Signal on Martin Way and Pattison Street

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

4. SECOND READINGS (Ordinances) - None

4. FIRST READINGS (Ordinances)

- 4.I** [19-0564](#) Approval of an Ordinance Amending the Comprehensive Plan to Modify Policy Related to Greenhouse Gas Emissions Reductions

Attachments: [Ordinance](#)
 [Planning Commission Recommendation](#)
 [State Agency Letter of Support](#)

5. PUBLIC HEARING - None**6. OTHER BUSINESS**

- 6.A** [19-0613](#) Briefing on the Public Engagement Kick-off for the 2020 Budget

Attachments: [Priorities, Performance, and Investments Cycle](#)
[2019 Virtual Budget Engagement Overview](#)

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 - Nature's Scorecard Update

Agenda Date: 7/9/2019
Agenda Item Number: 2.A
File Number: 19-0585

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

Title

Special Recognition - Nature's Scorecard Update

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Recognize Olympia's continued designation as a Green Star Community by Nature's Scorecard, a joint project of the Puget Soundkeeper and Washington Environmental Council.

Report

Issue:

Whether to receive a briefing on a recent update to the Nature's Scorecard

Staff Contact:

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

Eric Christensen, P.E., Water Resources Director, 360.570.3741

Presenter(s):

Eric Christensen, P.E., Water Resources Director

Background and Analysis:

In 2016, the Washington Environmental Council and Puget Soundkeeper created the "Nature's Scorecard" to report on whether cities and counties were complying with state stormwater requirements. Nature's Scorecard specifically rates communities on their efforts to make low impact development (LID) "the preferred and commonly used approach" in their communities, as required under state rules.

In the first Nature's Scorecard, Olympia was one of the few communities in the state to receive a "Green Star" - the highest rating. Green Stars are awarded to cities and counties that "went above and beyond the permit requirements and truly embraced LID in their codes." The Scorecard refers to Green Star communities as "champions...creating livable, resilient communities that will protect our waterways for generations to come."

In a recent update of the Nature's Scorecard, Olympia again received a designation as a "Green Star" community, one of only twelve in Western Washington (letter and scorecard update attached).

Neighborhood/Community Interests (if known):

N/A

Options:

N/A

Financial Impact:

N/A

Attachments:

Letter

Nature's Scorecard Update



PUGET
SOUNDKEEPER®



WASHINGTON
ENVIRONMENTAL
COUNCIL

May 29, 2019

Rich Hoey
Public Works Director
PO Box 1967
Olympia, WA 98507

Re: Nature's Scorecard Update (Municipal Stormwater LID Permit Requirements)

Dear Mr. Hoey,

Beginning in 2012, cities and counties covered by the Western Washington Phase I and II Municipal Stormwater Permits were required to update their development codes and regulations to make low impact development (LID) principles and practices the "preferred and commonly used approach" by the end of 2016. To track whether cities and counties were complying with these requirements, Puget Soundkeeper (Soundkeeper) and Washington Environmental Council (WEC) created Nature's Scorecard.

Nature's Scorecard is a first-of-its-kind tool for holding Puget Sound cities and counties accountable for implementing the LID requirements under the Municipal Stormwater Permits. Since 2016, Soundkeeper and WEC have worked together to review the municipal codes for all 83 Phase I and II permittees to assess their compliance with the LID code update requirements outlined in the 2012-2018 Permits.

Specific considerations for the Scorecard included: (1) assembly of an interdepartmental review team; (2) facilitation of an accessible public review and code adoption process; (3) implementation of proposed LID code updates; and (4) filing of form 41b with an annual report to Ecology, including a clear matrix of code updates. Additionally, we selected five specific LID code updates - chosen directly from the LID Code Update and Integration Toolkit - to examine in detail for each permittee. For each of these fundamental code updates, which we believe were straightforward, easy to accomplish, and vital to achieving the goals of the Permits, we awarded a checkmark to any municipality that implemented the necessary changes. We also communicated these scores to the public via the *Scorecard*.

When we first released *Nature's Scorecard* in December 2017, over half of Puget Sound cities and counties were missing the mark. Now, after continued advocacy and outreach from our members, as well as the hard work of public works and community development staff across the region, 72% of cities and counties have earned at least 4 of 5 checkmarks as we reach the close of the current permit cycle. We are especially proud of our four new Green Star Cities: Bellingham, Lynden, Monroe, and Puyallup. Enclosed please find an updated and final version of Nature's Scorecard, which documents this significant progress. For more information, please visit our updated website at www.naturesscorecard.com.

Stormwater is the biggest source of toxic pollution to Puget Sound. Studies by Department of Ecology show that 75% of the toxic chemicals entering Puget Sound are carried by stormwater runoff that flows off of hard urban surfaces and into our waterways. To protect our region's salmon, orca, and community health, we must reduce toxic stormwater pollution. LID is one of the most effective ways to reduce this pollution. Because our region is already heavily built-out in many areas, we must also begin the process of retrofitting developed areas.

Our future depends on fixing mistakes of the past by retrofitting existing development to better manage stormwater and prevent pollution. We look forward to working with Puget Sound municipalities on the upcoming permit requirements, which will focus on the need to plan for and, in some cases, implement these retrofits. Should you have any questions or concerns, please do not hesitate to contact the undersigned.

Thank you,

Alyssa Barton
Policy Analyst & Executive Coordinator
Puget Soundkeeper Alliance
(206) 297-7002 x114
alyssa@pugetsoundkeeper.org

Sydney Harris
Puget Sound Policy Manager
Washington Environmental Council
(206) 631-2613
sydney@wecprotects.org

Mindy Roberts
Puget Sound Program Director
Washington Environmental Council
(206) 651-5483
mindy@wecprotects.org

Nature's Scorecard

2019 UPDATE

HOW WELL ARE PUGET SOUND CITIES & COUNTIES
PROTECTING OUR WATERS BY USING GREEN
SOLUTIONS WHEN PLANNING FOR GROWTH?

SCORECARD RUBRIC

We scored cities and counties based on guidelines published by the Department of Ecology for complying with the stormwater permits. These criteria are easy to implement and critical to protecting our waterways.

Softening our footprint: Limit hard, waterproof surfaces that create stormwater by using more landscaping, narrower walkways, and taller buildings.

Building with care: Protect native plants and soils during construction to allow rainwater to soak into the earth.

Improving filtration: Require permeable pavements where feasible, supporting vehicles and pedestrians while allowing rainwater to pass through to the soils below.

Growing the right trees: Plant native trees—like cedars and firs—that are adapted to our climate and filter pollutants out of rainwater.

Maintaining buffers: Protect critical areas such as shorelines and wetlands with buffers of native vegetation that slow and clean polluted stormwater runoff.

Stormwater runoff is the biggest source of toxic pollution to Puget Sound. Polluted stormwater harms salmon, orcas, and people, causes beach and seafood harvest closures, and impacts our environment, economy, and health.

The Clean Water Act requires cities and counties to manage their stormwater runoff to protect water quality, and Washington sets standards for stormwater management in statewide permits. Starting in 2012, these permits required 83 Puget Sound municipalities to update their local development regulations to make low impact development (LID) the “preferred and commonly used approach” by the end of 2016.

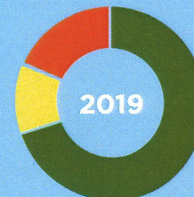
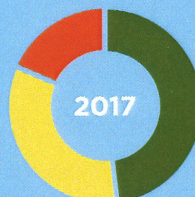
LID uses or mimics nature, filtering stormwater into the ground to remove pollutants, reduce urban flooding, and make our communities more livable, walkable, and resilient. In the face of climate change and a rapidly growing population in the Pacific Northwest, we need a low-impact approach to development.

We created Nature's Scorecard to hold our communities accountable for protecting our waterways by complying with Washington's statewide stormwater permits. This final Scorecard represents the culmination of our work since 2017 with municipalities on their LID code updates.

BIG PICTURE

Over 70% of Puget Sound cities and counties made meaningful progress on LID requirements since 2012.

In 2017, half of Puget Sound's cities and counties were missing the mark. Continued advocacy from community members and the hard work of willing municipalities has resulted in a 20% increase in the number of high-scoring places in 2019. The remaining 28% still have a long way to go.



16% no progress
12% minimal progress
72% meaningful progress

Nature's Scorecard

- P** in progress
- ✓ new checkmark!
- ★ green star (existing)
- ★ green star (new)

WHAT'S A GREEN STAR?

Green Stars were awarded to cities and counties that went above and beyond the permit requirements and truly embraced LID in their codes. These champions are creating livable, resilient communities that will protect our waterways for generations to come.

We are thrilled to welcome four new green star cities this year!

SYDNEY HARRIS

sydney@wecprotects.org



ALYSSA BARTON

alyssa@pugetsoundkeeper.org



Municipality	SOFTENING OUR FOOTPRINT	BUILDING WITH CARE	IMPROVING FILTRATION	GROWING THE RIGHT TREES	MAINTAINING BUFFERS
Algona		✓			✓
Anacortes					✓
Arlington		✓		✓	✓
Auburn	✓				✓
Bainbridge Island	✓	✓	✓		✓
Bellevue	✓	✓		✓	✓
Bellingham	✓	✓	✓	✓	✓
Black Diamond	✓	✓			✓
Bonney Lake	✓	✓		✓	✓
Bothell	✓		✓	✓	✓
Bremerton	✓		✓	✓	✓
Brier	✓	✓		✓	✓
Buckley	✓	✓	✓		✓
Burien	✓	✓		✓	✓
Burlington	✓		✓	✓	✓
Clyde Hill	✓				
Covington	✓	✓		✓	✓
Des Moines		✓		P	✓
Dupont	✓				✓
Duvall	✓				✓
Edgewood	✓		✓	✓	
Edmonds	✓	✓	✓	✓	✓
Enumclaw	✓	✓	✓	✓	✓
Everett	✓	✓		✓	✓
Federal Way	✓	✓		✓	✓
Ferndale	✓	✓	✓	✓	✓
Fife		✓	✓	✓	✓
Fircrest	✓			✓	✓
Gig Harbor	✓	✓		✓	✓
Granite Falls	✓				✓
Issaquah	✓	✓		✓	✓
Kenmore	✓	✓	✓		✓
Kent	✓		✓	✓	✓
King County	✓	✓		✓	✓
Kirkland	✓	✓	✓	✓	✓
Kitsap County	✓	✓	✓	✓	✓
Lacey	✓	✓	✓	✓	✓
Lake Forest Park	✓	✓		✓	✓
Lake Stevens	✓	✓		✓	✓
Lakewood	✓				✓
Lynden	✓	✓	✓	✓	✓
Lynnwood	✓	✓	✓	✓	✓

Municipality

Municipality	SOFTENING OUR FOOTPRINT	BUILDING WITH CARE	IMPROVING FILTRATION	GROWING THE RIGHT TREES	MAINTAINING BUFFERS
Maple Valley	✓	✓		✓	✓
Marysville	✓	✓		✓	✓
Medina	✓	✓	✓	✓	✓
Mercer Island	✓	P	✓	✓	✓
Mill Creek	✓	✓	✓	✓	✓
Milton		✓		✓	✓
Monroe	✓	P	✓	✓	✓
Mount Vernon		✓		✓	✓
Mountlake Terrace	✓	✓	✓	✓	✓
Mukilteo	✓	✓	✓		✓
Newcastle	✓	✓	✓		✓
Normandy Park	✓	✓			
Oak Harbor	✓	✓		✓	✓
Olympia	✓	✓	✓	✓	✓
Orting	✓				✓
Pacific				✓	✓
Pierce County	✓	✓	✓	✓	✓
Port Angeles	✓	✓	✓	✓	✓
Port Orchard	✓	✓	P	✓	✓
Poulsbo		✓		✓	✓
Puyallup	✓	✓	P	✓	✓
Redmond	✓	✓		✓	✓
Renton	✓	✓	✓	✓	✓
Sammamish	✓	✓		✓	✓
SeaTac		✓	✓	✓	✓
Seattle	✓	✓	✓	✓	✓
Sedro Woolley				✓	✓
Shoreline	✓	✓		✓	✓
Skagit County		✓			
Snohomish (City)	✓	✓		✓	✓
Snohomish County	✓	✓	✓	✓	✓
Snoqualmie	✓	✓	✓		✓
Steilacoom	✓	✓			✓
Sumner	✓	✓	P	✓	✓
Tacoma		✓	✓	✓	✓
Thurston County	✓		✓	✓	✓
Tukwila		✓	✓	✓	✓
Tumwater	✓	✓	✓		✓
University Place	✓		✓	✓	✓
Whatcom County	✓			✓	✓
Woodinville	✓	✓		✓	✓

This project was privately funded by individual donations to Puget Soundkeeper and Washington Environmental Council. No public funds were used. Evaluating how cities and counties incorporated LID is a Near-Term Action in the Puget Sound Partnership's Action Agenda.

WHAT'S NEXT?

This Scorecard tracks our region's progress on LID for new development. But in order to recover our waterways and protect salmon, orcas, and people, we must also address polluted stormwater from previously-developed areas—often built before modern stormwater controls were required. Our future depends on fixing mistakes of the past by retrofitting existing development to better manage stormwater and prevent pollution. Starting in 2019, Washington's statewide stormwater permits will require cities and counties to plan for retrofits.

Learn more & take action at NaturesScorecard.com



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

City Council

Approval of June 18, 2019 City Council Meeting Minutes

Agenda Date: 7/9/2019
Agenda Item Number: 4.A
File Number: 19-0635

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

Title

Approval of June 18, 2019 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, June 18, 2019

7:00 PM

Council Chambers

1. ROLL CALL

Present: 5 - Mayor Cheryl Selby, Mayor Pro Tem Jessica Bateman, Councilmember Clark Gilman, Councilmember Nathaniel Jones and Councilmember Renata Rollins

Excused: 2 - Councilmember Jim Cooper and Councilmember Lisa Parshley

1.A ANNOUNCEMENTS - None

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [19-0570](#) Special Recognition - Proclamation Recognizing Capital City Pride

Mayor Selby shared background on the City's of Olympia's support of diversity in the Community. Councilmembers read a proclamation recognizing Capital City Pride Weekend.

Olympia Pride Representative Gina Thompson discussed Capital City Pride.

The recognition was received.

2.B [19-0491](#) Special Recognition - Pacific Mountain Workforce Development Council Pilot Program

Operations Supervisor Marcus Goodman introduced CEO Pacific Mountain Workforce Development Council Director Cheryl Fambles. Ms. Fambles discussed the pilot program for young adults to gain practical work experience and their experience working at the City.

Mr. Goodman described his work with the young adults in the program. He announced all the participants in the program.

Program Participant Wright said a few words about her experience.

The recognition was received.

2.C [19-0571](#) Special Recognition - City of Olympia Fireworks Ban

Fire Marshall Kevin Brossard discussed the regional fireworks ban in Olympia, Lacey and Tumwater.

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: Meg Martin, Bourtai Hargrove, Pat Holm, Raging Grannies, Dan Gariepy, Jim Reeves, Linda Ann Moniz, and John Pettit.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION

Councilmembers responded to comments made by public commenters.

4. CONSENT CALENDAR**4.A [19-0575](#) Approval of June 11, 2019 City Council Meeting Minutes**

The minutes were adopted.

4.B [19-0574](#) Bills and Payroll Certification

Payroll check numbers 92111 through 92155 and Direct Deposit transmissions: Total: \$6,396,770.99; Claim check numbers 3715091 through 3715987: Total: \$5,673,588.96.

The decision was adopted.

4.C [19-0492](#) Approval of a Resolution Authorizing a Local Agency Agreement with the Department of Transportation for Federal Grant Funds for the Fones Road Improvement Project

The resolution was adopted.

4.D [19-0515](#) Approval of Bid Award for the 2019 Pavement Preservation (Chip Seal) Project

The contract was adopted.

4.E [19-0542](#) Approval of a Resolution Approving a Latecomer Agreement for a Sanitary Sewer Lift Station near Rich Rd SE and James Place SE.

The resolution was adopted.

4.G [19-0584](#) Approval of a Resolution Affirming Olympia's Commitment to Nondiscrimination Based on Sexual Orientation or Gender Identity and Authorizing the Mayor to Support and Join on the City's Behalf an Amicus Brief in the United States Supreme Court on Behalf of Title VII's Ban on Workplace Sex Discrimination and Opposing the Revocation of

Non-Discrimination Protections for LGBTQ People

The resolution was adopted.

4. SECOND READINGS (Ordinances)

- 4.F** [19-0535](#) Approval of an Ordinance Amending the Design Criteria for the Village at Mill Pond Master Plan

The ordinance was adopted on second reading.

Approval of the Consent Agenda

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

Aye: 5 - Mayor Selby, Mayor Pro Tem Bateman, Councilmember Gilman, Councilmember Jones and Councilmember Rollins

Excused: 2 - Councilmember Cooper and Councilmember Parshley

4. FIRST READINGS (Ordinances) - None**5. PUBLIC HEARING - None****6. OTHER BUSINESS**

- 6.A** [19-0562](#) Approval of the Draft Community Development Block Grant (CDBG) 2019 Annual Action Plan

Community Services Program Manager Anna Schlecht gave an overview of the Community Program Year 2019 annual Action Plan.

Mayor Pro Tem Bateman moved, seconded by Councilmember Gilman, to approve the draft CDBG 2019 Action Plan and direct staff to submit to HUD on or before July 15, 2019. The motion carried by the following vote:

Aye: 5 - Mayor Selby, Mayor Pro Tem Bateman, Councilmember Gilman, Councilmember Jones and Councilmember Rollins

Excused: 2 - Councilmember Cooper and Councilmember Parshley

- 6.B** [19-0534](#) Approval of the Home Fund Advisory Board's 2019 Capital Funding Recommendations

Home Fund Manager Cary Retlin and Home Fund Advisory Board Chair Linda Vatske gave an overview of the 2019 Home Fund Award recommendations.

Councilmembers asked clarifying questions.

Councilmember Jones moved, seconded by Councilmember Rollins, to approve issuing the Low Income Housing Institute (LIHI)/Interfaith Works an award letter for \$1.1 million for low barrier single adult shelter and supportive housing for the 2019 funding round. The motion carried by the following vote:

Aye: 5 - Mayor Selby, Mayor Pro Tem Bateman, Councilmember Gilman, Councilmember Jones and Councilmember Rollins

Excused: 2 - Councilmember Cooper and Councilmember Parshley

7. CONTINUED PUBLIC COMMENT - None

8. REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

8.B CITY MANAGER'S REPORT AND REFERRALS

City Manager Steve Hall thanked Rich Hoey for his work in supporting the PEPPY program. He noted the rainbow will be displayed on City Hall this weekend for Pride.

9. ADJOURNMENT

Mayor Selby noted there are no City Council meetings for the next two weeks. The next Council meeting will be July 9. The meeting adjourned at 8:42 p.m.



City Council

Approval of an Appointment to the Heritage Commission to Fill a Vacancy

Agenda Date: 7/9/2019
Agenda Item Number: 4.B
File Number: 19-0621

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

Title

Approval of an Appointment to the Heritage Commission to Fill a Vacancy

Recommended Action

Committee Recommendation:

The General Government Committee recommends approval of the appointment listed below.

City Manager Recommendation:

Move to approve the appointment of Andrea Pareigis to the Heritage Commission to fill a vacancy, with a term ending March 31, 2022.

Report

Issue:

Whether to make the recommended appointment to the Heritage Commission.

Staff Contact:

Kellie Purce Braseth, Strategic Communications Director, 360.753.8361

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The General Government Committee interviewed Andrea Pareigis at its June 19, 2019, special meeting and recommends her appointment to fill a vacancy on the Heritage Commission with a term ending March 31, 2022.

Ms. Pareigis' application and resume is attached.

Neighborhood/Community Interests (if known):

N/A

Options;

1. Approve the appointment as recommended.
2. Do not approve the appointment and send the issue back to the General Government

Committee. This would delay the appointment schedule and leave the Heritage Commission not operating at full strength.

Financial Impact:

N/A

Attachments:

Pareigis Application and Resume

Profile

Andrea

First Name

M

Middle Initial

Pareigis

Last Name

bartenderdryte@gmail.com

Email Address

2017 22nd Ave SE

Home Address

Suite or Apt

Olympia

City

WA

State

98501

Postal Code

Mobile: (360) 791-7661

Primary Phone

Home:

Alternate Phone

Question applies to multiple boards

Applications are accepted for the calendar year only. The Olympia City Council's General Government Committee recommends appointments to the full Council. Recommendations are made following review of applications and interviews of qualified candidates.

The City of Olympia values participation from all perspectives and life experiences and looks for equity and inclusion in advisory board appointments.

Three absences from meetings in a year may result in removal from an advisory board.

Questions? Contact Susan Grisham, Executive Assistant, 360.753.8244,
sgrisham@ci.olympia.wa.us

If you saved or submitted an application and did not receive a confirmation, please check your spam folder.

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources.

When filed with the City, your application and attachment documents are public records and may be subject to public release.

Bartender

Occupation

Which Boards would you like to apply for?

Heritage Commission: Submitted

Question applies to multiple boards

If you applied for multiple boards or commissions, please rank them in order of interest below.

Select Your Neighborhood (you must live within Olympia City limits to serve on a board or commission) *

☒ Cain Road

If you choose "other" please write in your neighborhood here:

Interests & Experiences

Question applies to multiple boards

Please keep answers concise and informative. You are introducing yourself to the Olympia City Council and sharing with them why you are interested in being considered for appointment. Olympia residency is not required; however, it is a primary consideration. You may attach a resume.

Question applies to multiple boards

1. Briefly describe why you wish to serve on this advisory committee.

I have spent the majority of my life living in the Olympia area. Life has taken me multiple places, but I always come back to Olympia, my home. I have been searching for a viable way to contribute to my community, and this opportunity may be it. I take great pride in being from Olympia, and want to instill that same sense for future generations.

Question applies to multiple boards

2. Describe your qualifications and/or skills which would benefit this advisory committee.

While my main occupation as a bartender may not appear to match the skills required, I assure you they are applicable. I work in downtown Olympia with a business that has been around since the 1950's. I serve and connect with members of our community from a wide range of backgrounds and priorities. In my everyday life I strive to make my home, my community, my Olympia the best version of itself that it can be. Education wise, I majored in Political Economy at Regis University and minored in history. Both politics and history have been a passionate interest of mine since my teenage years. While I decided not to pursue a career in that path, the interest and self study has not waned.

Question applies to multiple boards

3. Describe your involvement in the Olympia community.

About two years ago I started a personal program called "Pouring for a Purpose" in which I choose a local non-profit to raise money for during one of my bartending shifts. Using this model, I have been able to give approximately four-thousand dollars of my tip money to local charities that better our community in a wide range of ways. Besides that I try to be the best cheerleader I can in promoting city programs. From Arts Walk to Third Thursdays I participate and share all I can about the little things that make Olympia unique and special .

Question applies to multiple boards

4. List your educational and professional background and area of study.

I went to high school at North Thurston where I participated in the Running Start program receiving my Associate of Arts for SPSCC. I then transferred to Regis University in Denver where I majored in political economy and minored in history. Throughout my studies I participated in many politically centered programs such as Model Congress, Model EU, Model UN, and the National Young Leaders Conference.

Question applies to multiple boards

5. Appointment to this committee will require your attendance at evening meetings. How many hours per month are you willing to commit as a volunteer?

Yes

Question applies to multiple boards

6. If you are not appointed to this committee at this time:

Question applies to multiple boards

6a. Do you wish to be considered for appointment to another advisory committee?

☐ Yes ☒ No

Question applies to multiple boards

6b. Do you wish to be considered for future appointment to this committee?

☒ Yes ☐ No

Question applies to multiple boards

6c. Would you be willing to volunteer for other City activities?

☒ Yes ☐ No

Question applies to multiple boards

If you answered yes to 6a, please identify what other Advisory Committees you would be interested in being considered for in order of interest.

Question applies to multiple boards

7. Some appointments require that applicants reside within Olympia city limits. Even though your mailing address may be Olympia, you may reside in the County or another jurisdiction. Are you a resident of the City of Olympia?

☒ Yes ☐ No

Question applies to multiple boards

8. Citizens appointed to advisory committees are assigned and required to use a City email address for all advisory committee business.

Do you agree to comply with this expectation?

☒ I Agree *

Question applies to multiple boards

9. How did you learn about this advisory committee recruitment?

City Website

[resume2019.pdf](#)

Upload a Resume

10. Why do you think Olympia's historic places are important?

Every community has a unique history, and it is the job of the residents to preserve it. Olympia is my home, and despite moving and experiencing other places, I always return. (They say its in the water) I want to assist in future generations to feel the same pride in Olympia as I do. History in one's home can not only be a source of pride, but a tool for learning as well. It is through history that we can prevent mistakes for our future. Both pride, and regret deserve to be preserved and shared for generations.

11. What is your experience working with the history or preservation of built/cultural heritage?

I honestly do not have much formal experience, just interest. But as the mysterious 'they' says, we all must start somewhere and I hope you consider me to start here.

Andrea 'Dryte' Pareigis
2017 22nd Ave SE
(360) 791-7661 BartenderDryte[@gmail.com](mailto:BartenderDryte@gmail.com)

Work History

The China Clipper **January 2011-Present**

- Plan, create and maintain a custom alcoholic gelatin menu
- Promote business, including implementing the use of social media
- Maintain administrative needs for business, including but not limited to: inventory, ordering, filing and general organization
- Bartend in a safe and effective matter

Rum Runners **January 2015-February 2017**

- Manage front of house for a restaurant and bar
- Coordinate with vendors and staff to successfully run business
- Plan and implement events and fundraisers

The Urban Onion **Server** **April 2014-December 2014**

Maintain a friendly and welcoming atmosphere while serving and preparing drinks and food to a diverse clientele.

- Greet and serve customers with a friendly and efficient attitude
- Memorize and properly explain specials and menu items
- Show knowledge of cocktails, beer and wine when pairing foods
- Prepare cocktails and some food items
- Maintain a clean and safe work environment

Cabelas **Front End Support Specialist** **August 2010-February 2014**

Effectively managed the operational aspects of the customer service department while providing team leadership and instilling new practices

- Created an organizational system for a large corporation
- Regularly audit multiple areas to ensure accuracy
- Train and supervise a team
- Provide excellent customer service
- Liaison with outside businesses
- Prepare and receive shipments
- Promote a fun and productive work environment for my team

S.M.C **May 2010-Present**

Began my own company the works both with the private sector and other businesses to create fun and edible products

- Plan budget and spending
- Coordinate with clients to ensure both their and company needs are meant
- Innovate new ideas and plan future growth
- Supervise marketing campaign

- Mix and serve drinks



City Council

Approval of the Village at Millpond Phase 2 Final Plat

Agenda Date: 7/9/2019
Agenda Item Number: 4.C
File Number: 19-0616

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

Title

Approval of the Village at Millpond Phase 2 Final Plat

Recommended Action

Committee Recommendation:

Not referred to a Committee.

City Manager Recommendation:

Move to approve the Village at Mill Pond Phase 2 Final Plat and authorize the mayor to sign the plat map.

Report

Issue:

Whether to approve the Village at Mill Pond, Phase 2 Final Plat.

Staff Contact:

Cari Hornbein, Senior Planner, Community Planning and Development, 360-753-8048

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The Preliminary Plat for the Village at Mill Pond was approved by the Hearing Examiner in June 2011, contingent upon approval of the Master Plan by the City Council. The Master Plan was approved by Council in September 2011 (Ordinance 6773) with a mix of housing types totaling 299 residential units, commercial and community buildings, and open space (see attached Master Plan). Design standards for the development were also approved under Ordinance 6773. Amendments to the design criteria were recently approved by the City Council on June 18, 2019 under Ordinance 7198.

Mill Pond Limited Partnership is the owner/developer of Village at Mill Pond and is seeking final plat approval for Phase 2 (see attached final plat map). Final plats are reviewed for consistency with the preliminary plat approved by the Olympia Hearing Examiner and subdivision documentation requirements of the City and State.

Village at Mill Pond was initially going to be constructed in five phases, but in 2017, the owner/developer requested and received a modification of the phasing plan to reduce the number of phases to three. Phase 2 of the Final Plat includes:

- 45 single family detached lots;
- Tract 2A and 2B for park, open space, and trail access purposes;
- Tract 2C, dedicated to the City for future street purposes; and
- Tract 2D for a private alley.

All streets and utilities have been installed and inspected for compliance with city engineering standards. City and County staff have reviewed the final plat application for Phase 2 and have concluded that the subdivision and associated improvements conform to the Master Plan, the Hearing Examiner's decision (see attached Conditions of Approval), and all pertinent regulations. A completion bond in the amount of \$103,700.00 has been filed with the City to cover the final asphalt lift, park improvements, and street light pole removal and replacement.

Neighborhood/Community Interests (if known):

None known.

Options:

1. Approve the Village at Mill Pond, Phase 2 Final plat and authorize the mayor to sign the plat map.
2. Remove this item from the Consent Calendar and move to a future Council agenda for further discussion.

Financial Impact:

None.

Attachments:

Final Plat Map
Plat Improvements Acceptance Letter
Preliminary Plat Conditions of Approval with Staff Findings
Master Plan

DEDICATION

KNOWN BY ALL THESE PRESENT THAT THE MILL POND LIMITED PARTNERSHIP, OWNER, IN FEE SIMPLE OF THE LAND HEREBY PLATTED, AND TIMBERLAND BANK THE MORTGAGEE THEREOF HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES, AND SEWER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE FOR PUBLIC PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC. SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC. SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST THE GOVERNMENT AUTHORITY ARE WAIVED WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

ACCESS TO TRAIL VIEW STREET NE AND VILLAGE STREET NE FROM LOTS NUMBERS 48, 50 THROUGH 55, 58 THROUGH 63, 65, 66 AND 68 THROUGH 72, INCLUSIVE IS HEREBY WAIVED, AND DEDICATION TO THE PUBLIC SHALL IN NO WAY BE CONSTRUED TO PERMIT A RIGHT OF DIRECT ACCESS TO SAID STREETS FROM SAID LOTS, NOR SHALL THE CITY OF OLYMPIA OR ANY OTHER LOCAL GOVERNMENTAL AGENCY WITHIN WHICH THE PROPERTY IS OR MAY BECOME LOCATED EVER BE REQUIRED TO GRANT A PERMIT TO BUILD OR CONSTRUCT AN ACCESS OF APPROACH TO SAID STREETS FROM SAID LOTS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEAL THIS _____DAY OF _____ [MONTH, YEAR]

MILL POND LIMITED PARTNERSHIP

BY: _____

ITS _____

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
)SS
COUNTY OF THURSTON)

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____ [MONTH, YEAR], BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED TO ME KNOWN TO BE THE PERSON(S) WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT _____ SIGNED THE SAME AS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE--WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT _____,
MY COMMISSION EXPIRES _____,
PRINTED NAME _____.

TIMBERLAND BANK

BY:

ITS _____

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
)SS
COUNTY OF THURSTON)

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____ [MONTH, YEAR], BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED TO ME KNOWN TO BE THE PERSON(S) WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT _____ SIGNED THE SAME AS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE--WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT _____,
MY COMMISSION EXPIRES _____,
PRINTED NAME _____.

SHEET INDEX

- SHEET 1: DEDICATION, APPROVALS AND CERTIFICATE.
SHEET 2: CONDITIONS OF APPROVAL / RESTRICTIONS, PLAT NOTES, LEGAL DESCRIPTION, SURVEYOR'S NOTES, TRACT OWNERSHIP AND PURPOSE.
SHEET 3: MAP, VICINITY MAP
SHEET 4: MAP, LEGEND, BASIS OF BEARINGS.

APPROVALS

CITY ENGINEER

EXAMINED AND APPROVED THIS _____ DAY OF _____ AD. 2019

OLYMPIA CITY ENGINEER

CERTIFICATE – HEALTH OFFICER

EXAMINED AND APPROVED THIS _____ DAY OF _____ AD. 2019

HEALTH OFFICER

CERTIFICATE – ASSESSOR

EXAMINED AND APPROVED THIS _____ DAY OF _____ AD. 2019

THURSTON COUNTY ASSESSOR

CERTIFICATE – TREASURER

EXAMINED AND APPROVED THIS _____ DAY OF _____ AD. 2019

THURSTON COUNTY TREASURER

PLANNING DIRECTOR

EXAMINED AND APPROVED THIS _____ DAY OF _____ AD. 2019

PLANNING DIRECTOR

CITY COUNCIL

EXAMINED AND APPROVED THIS _____ DAY OF _____ AD. 2019

MAYOR, CITY OF OLYMPIA

CITY CLERK–TREASURER

I HEREBY CERTIFY THAT ALL LOCAL IMPROVEMENT DISTRICT ASSESSMENTS ON THE LAND DESCRIBED HEREON HAVE BEEN FULLY PAID TO AND INCLUDING THE YEAR 2019.

CLERK–TREASURER, CITY OF OLYMPIA

CERTIFICATE – COUNTY AUDITOR

FILED FOR RECORD AT THE REQUEST OF _____ THIS _____ DAY OF _____ AD. 2019
AT _____ MINUTES PAST _____ O’CLOCK _____M., AND RECORDED IN VOLUME _____ OF PLATS, ON PAGE____.
RECORDS OF THURSTON COUNTY, WASHINGTON.

AUDITOR’S FILE NO. _____

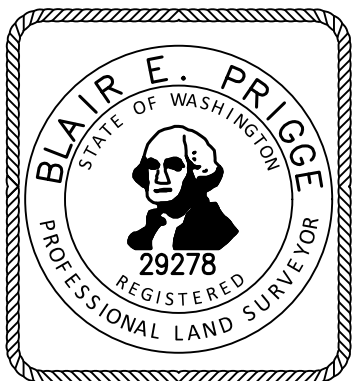
THURSTON COUNTY AUDITOR

DEPUTY _____

LAND SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE VILLAGE AT MILL POND PHASE 2 SUBDIVISION IS BASED ON AN ACTUALLY SURVEY AND SUBDIVISION OF A PORTION OF SECTION 8, TOWNSHIP 18 NORTH, RANGE 1 WEST, W.M.; AND THAT DISTANCES AND COURSES SHOWN HEREON ARE CORRECT; THAT THE MONUMENTS HAVE BEEN SET AND THE LOT AND TRACT CORNERS HAVE BEEN SET WITH 5/8” X 24” LONG REBAR AND YELLOW LAND SURVEYOR CAP MARKED "MTN2COAST, PLS 29278".

BLAIR PRIGGE, PLS 29278 _____ DATE _____



MTN2COAST LLC
PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
(360) 688-1949

**VILLAGE AT MILL POND PHASE 2
SUBDIVISION**

DRAWN BY JMG	DATE 06/27/2019	JOB NUMBER 18-879
CHECKED BY BEP	SCALE N/A	SHEET NUMBER 1 OF 4
AUDITORS INDEX NW1/4 NW1/4, SW 1/4 NW1/4, SEC 8, T 18N, R 1W, W.M.		

TITLE NOTES

A SUBDIVISION GUARANTEE PREPARED BY THURSTON COUNTY TITLE COMPANY, ORDER NUMBER TH18273, GUARANTEE NO. SGW 08002961, AND DATED DECEMBER, 10, 2018 AT 8:00 AM WERE RELIED UPON FOR RECORD ITEMS AFFECTING THIS SITE. SAID SUBDIVISION GUARANTEE ON FILE WITH THE SURVEYOR AND CITY OF OLYMPIA COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT.

CONDITIONS OF APPROVAL/ RESTRICTIONS

1. IMPACT FEES FOR SCHOOLS, PARKS AND TRANSPORTATION ADOPTED BY THE CITY COUNCIL WILL APPLY TO THIS PLAT AT THE TIME OF BUILDING PERMITS.
2. GENERAL FACILITY CHARGES AND RESERVE CAPACITY CHARGES ADOPTED BY THE CITY COUNCIL WILL APPLY TO THIS PLAT AT THE TIME OF BUILDING PERMITS.
3. THE COST OF CONSTRUCTION AND MAINTAINING ALL STREETS NOT HEREIN DEDICATED AS PUBLIC STREETS SHALL BE THE OBLIGATION OF ALL OF THE OWNERS, AND THE OBLIGATION TO MAINTAIN SHALL BE CONCURRENTLY THE OBLIGATION ON ANY CORPORATION IN WHICH TITLE OF THE STREETS MAY BE HELD.
4. ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE OWNER AND SUCCESSOR(S) AND MAY BE REDUCED OR ELIMINATED, IF DEEMED NECESSARY FOR OR DETRIMENTAL TO CITY STREET PURPOSES.
5. FIRE SPRINKLERS ARE REQUIRED FOR ALL ONE AND TWO-FAMILY RESIDENTIAL UNITS PER ORDINANCE NO. 6463.
6. COMMUNITY TRACTS SHALL BE OWNED AND MAINTAINED IN COMMON FOR THE BENEFIT OF ALL LOT OWNERS. ALL LOTS HAVE AN UNDIVIDED INTEREST IN THE OWNERSHIP AND MAINTENANCE OF COMMUNITY AREAS. THE OWNERSHIP INTEREST IN EACH COMMUNITY TRACT SHALL BE STATED IN THE DEED TO EACH LOT.
7. PURSUANT TO CITY ORDINANCE, THE CITY OF OLYMPIA MAY DENY THE ISSUANCE OF BUILDING OR OCCUPANCY PERMITS FOR ANY STRUCTURE WITHIN THIS PLAT UNTIL REQUIRED PLAT IMPROVEMENTS HAVE BEEN APPROVED AND INSTALLED.
8. ANY BUSINESS WITHIN MASTER PLANNED DEVELOPMENT INVOLVING THE USE OF HAZARDOUS MATERIALS MUST CONTACT THE HAZARDOUS WASTE PROGRAM OF THURSTON COUNTY.

UTILITY EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF OLYMPIA, A MUNICIPAL CORPORATION, PUGET SOUND ENERGY, COMCAST TELEVISION CABLE COMPANY, CENTURY LINK, THE HOMEOWNERS ASSOCIATION AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON ALL PUBLIC STREETS AND THE EXTERIOR TEN FEET PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF ALL LOTS AND TRACTS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND PIPE, CONDUIT, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSES OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, SEWER, WATER, STORM DRAINAGE, STREET LIGHTING AND UTILITY SERVICE TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. THESE EASEMENTS ARE NOTED AS "UE" HEREON.

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE LOT OWNERS WITHIN THIS PLAT UNDER AND UPON THE EXTERIOR TEN FEET PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE OF ALL LOTS UNLESS SHOWN TO BE GREATER IN WIDTH ON THE FACE OF THIS PLAT, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN PRIVATE LOT DRAINAGE.

THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE OR CABLE TELEVISION SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR CONDUIT ATTACHED TO A BUILDING.

TAX PARCEL NUMBER

81710000008

REFERENCED PLAT (PHASE 1)

VILLAGE AT MILL POND PHASE 1 AS RECORDED IN PLATS OF THURSTON COUNTY UNDER AUDITOR'S FILE NO. 4472339.

LEGAL DESCRIPTION

TRACT S OF MILL POND PHASE 1 AS RECORDED UNDER AUDITOR'S FILE NUMBER 4472339 ON OCTOBER 28TH, 2015.

SURVEY NOTES

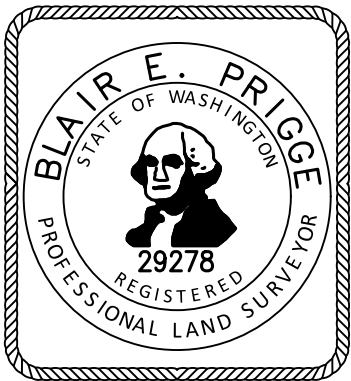
- INSTRUMENT USED: SOKKIA SRX 3 TOTAL STATION AND TOPCON GR5 GPS.
- THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF WAC 332-130-090
- SURVEY COMPLETED DECEMBER, 2018
- ALL MONUMENTS SHOWN AS FOUND VISITED 11/2018.
- SECTION SUBDIVISION PER VILLAGE AT MILL POND PHASE 1 AS RECORDED UNDER AUDITOR'S FILE NUMBER 4472339.
- ALL LOT AND TRACT ADDRESSES SHOWN HEREON ARE IN OLYMPIA, WASHINGTON 98506.
- ALL DISTANCES ARE IN US SURVEY FEET.

PLAT NOTES

- WARNING: THE CITY OF OLYMPIA HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN OR OTHERWISE SERVICE THE PRIVATE ALLEY, ROAD, OR DRIVEWAY WITHIN OR PROVIDING ACCESS TO PROPERTY DESCRIBED IN THIS PLAT.
- THE ARTICLES OF INCORPORATION FOR VILLAGE AT MILL POND HOME OWNERS ASSOCIATION ARE ON THE FILE WITH SECRETARY OF STATE, STATE OF WASHINGTON, IN OLYMPIA.
- THE DECLARATION OF COVENANTS OF VILLAGE AT MILL POND ARE RECORDED UNDER AUDITOR'S FILE NO. 4517717, RECORDS OF THURSTON COUNTY, WASHINGTON.
- UNITS ADJACENT TO ALLEYS SHALL BE SIDE OR REAR LOADED TO ENSURE COMPLIANCE WITH THE MASTER PLAN. THIS INCLUDES THE LOTS ADJACENT TO PHASE 1, TRACT M.

TRACT OWNERSHIP AND PURPOSE

- TRACTS 2A AND 2B ARE COMMUNITY PARK TRACTS FOR OPEN SPACE AND TRAIL ACCESS AND FOR THE USE OF ALL PROPERTY OWNERS WITHIN THE PLAT AND ARE HEREBY CONVEYED TO THE MILL POND HOMEOWNERS ASSOCIATION UPON THE RECORDING OF THIS PLAT. THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTENANCE OF TRACTS 2A AND 2B.
- TRACT 2C IS HEREBY DEDICATED TO THE CITY OF OLYMPIA FOR FUTURE STREET PURPOSES.
- TRACT 2D IS HEREBY DEDICATED TO THE MILL POND HOMEOWNERS ASSOCIATION FOR A PRIVATE ALLEY. UNITS ADJACENT TO PRIVATE ALLEY (TRACT 2D) SHALL BE SIDE OR REAR LOADED TO ENSURE COMPLIANCE WITH THE MASTER PLAN. (SEE ALSO PLAT DEDICATION).
- TRACT 2E IS FOR FUTURE DEVELOPMENT.
- TRACT B OF PHASE 1 IS A COMMUNITY TRACT RESERVED FOR STORMWATER PURPOSES. THE COST OF OPERATION AND MAINTENANCE FOR ALL STORMWATER TREATMENT, FLOW CONTROL, AND ONSITE STORMWATER MANAGEMENT FEATURES SHALL BE THE OBLIGATION OF ALL OF THE OWNERS AND SUCCESSORS, AND THE OBLIGATION TO MAINTAIN SHALL BE CONCURRENTLY THE OBLIGATION OF ANY CORPORATION IN WHICH OWNERSHIP OF STORMWATER IMPROVEMENTS MAY BE HELD.

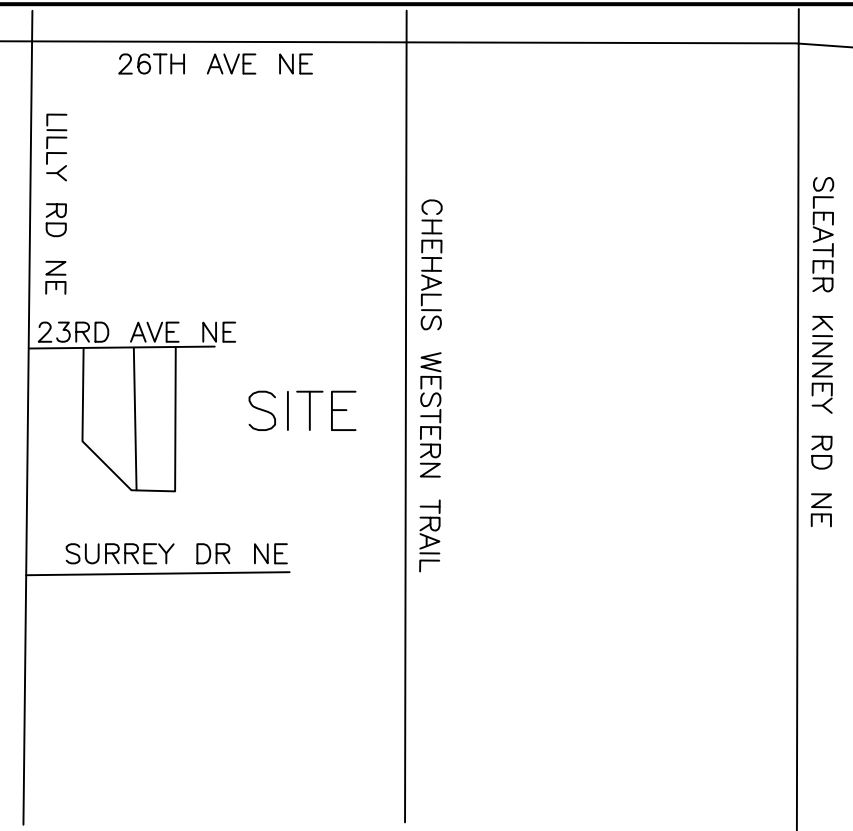




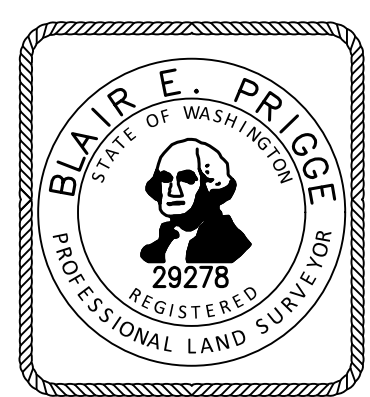
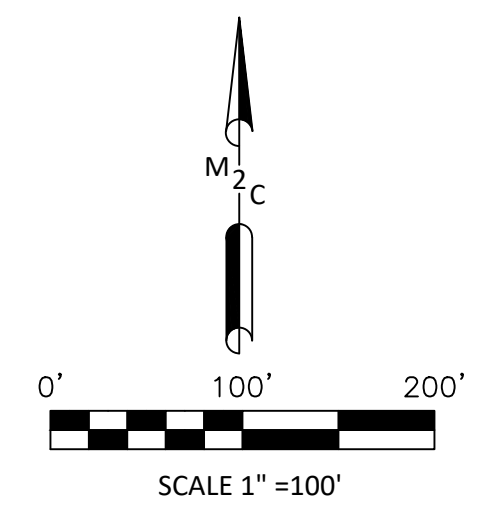
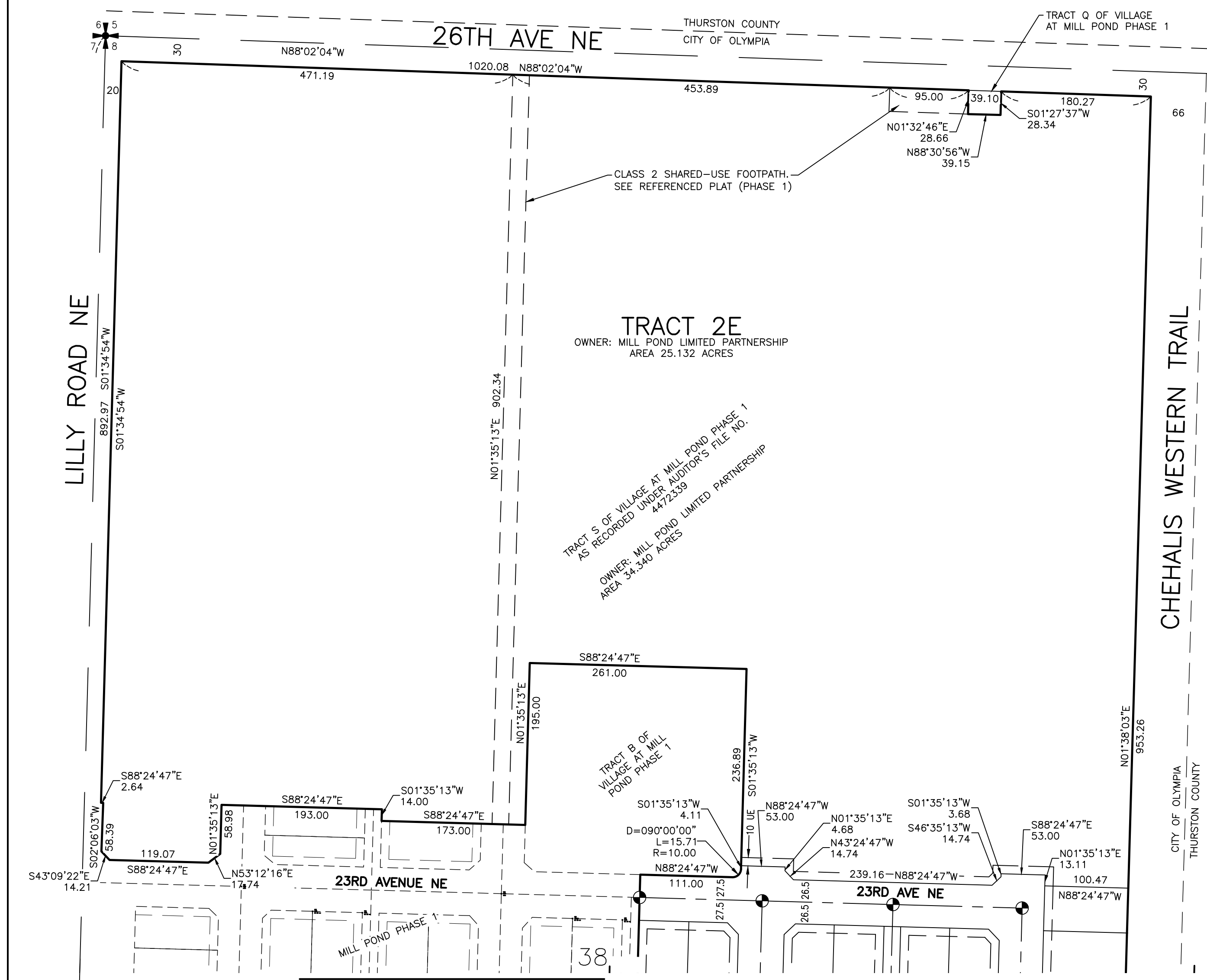
MTN 2 COAST LLC

PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
(360) 688-1949

VILLAGE AT MILL POND PHASE 2 SUBDIVISION		
DRAWN BY JMG	DATE 06/27/2019	JOB NUMBER 18-879
CHECKED BY BEP	SCALE N/A	SHEET NUMBER 2 OF 4
AUDITORS INDEX NW1/4 NW1/4, SW 1/4 NW1/4, SEC 8, T 18N, R 1W, W.M.		



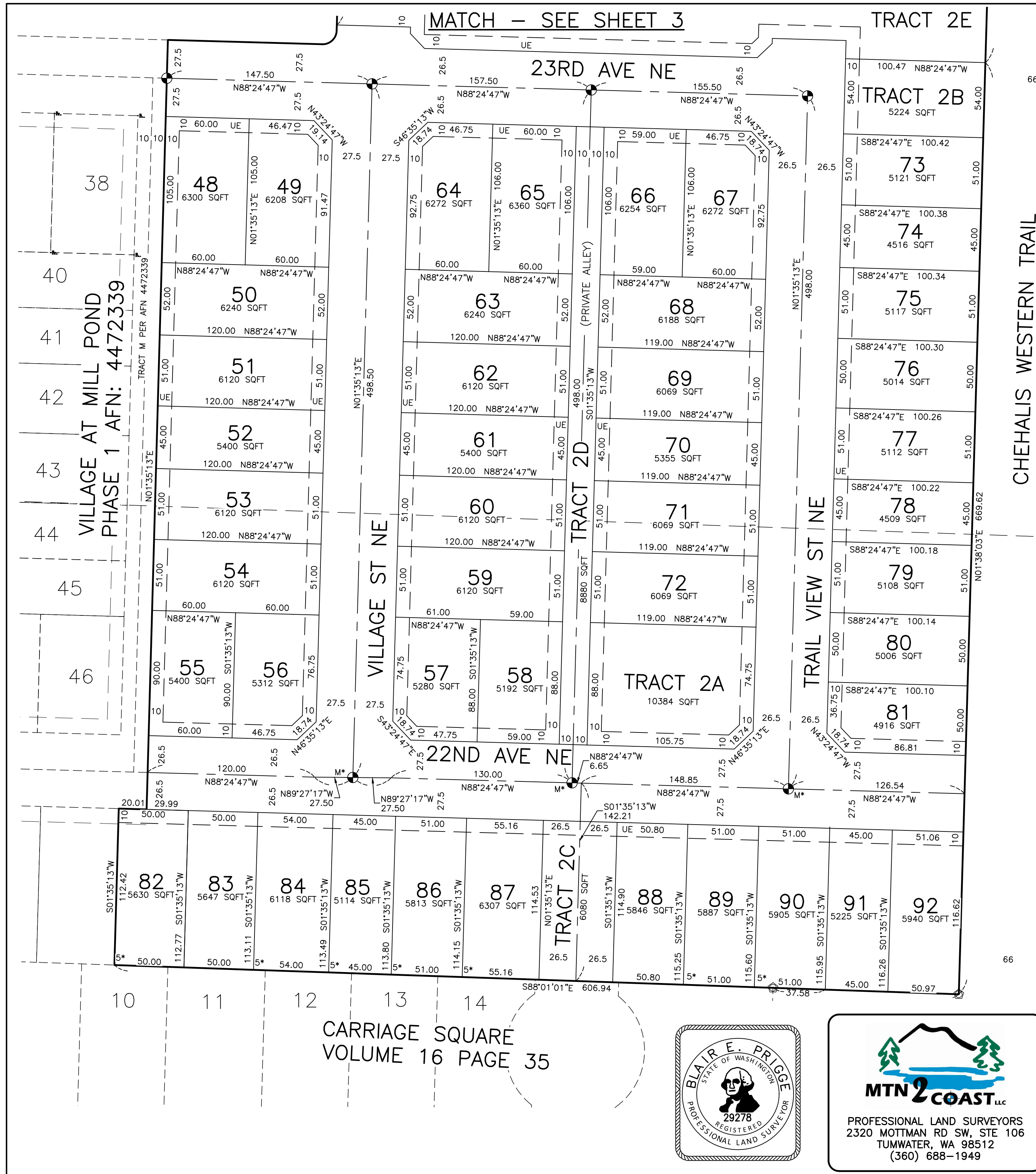
VICINITY MAP N.T.S.





MTN2COAST LLC
PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
(360) 688-1949

VILLAGE AT MILL POND PHASE 2 SUBDIVISION		
DRAWN BY JMG	DATE 06/27/2019	JOB NUMBER 18-879
CHECKED BY BEP	SCALE 1"=100'	SHEET NUMBER 3 OF 4
AUDITORS INDEX NW1/4 NW1/4, SW 1/4 NW1/4, SEC 8, T 18N, R 1W, W.M.		



LOT ADDRESS LIST	
LOT	ADDRESS IN OLYMPIA, WASHINGTON 98506
48	3641 23RD AVENUE NE
49	3645 23RD AVENUE NE
50	2223 VILLAGE ST NE
51	2219 VILLAGE ST NE
52	2215 VILLAGE ST NE
53	2211 VILLAGE ST NE
54	2207 VILLAGE ST NE
55	3642 22ND AVE NE
56	3646 22ND AVE NE
57	3658 22ND AVE NE
58	3660 22ND AVE NE
59	2208 VILLAGE ST NE
60	2212 VILLAGE ST NE
61	2216 VILLAGE ST NE
62	2220 VILLAGE ST NE
63	2224 VILLAGE ST NE
64	3657 23RD AVE NE
65	3661 23RD AVE NE
66	3665 23RD AVE NE
67	3667 23RD AVE NE
68	2225 TRAIL VIEW ST NE
69	2221 TRAIL VIEW ST NE
70	2217 TRAIL VIEW ST NE
71	2213 TRAIL VIEW ST NE
72	2209 TRAIL VIEW ST NE
73	2234 TRAIL VIEW ST NE
74	2230 TRAIL VIEW ST NE
75	2226 TRAIL VIEW ST NE
76	2222 TRAIL VIEW ST NE
77	2218 TRAIL VIEW ST NE
78	2214 TRAIL VIEW ST NE
79	2210 TRAIL VIEW ST NE
80	2206 TRAIL VIEW ST NE
81	2202 TRAIL VIEW ST NE
82	3643 22ND AVE NE
83	3647 22ND AVE NE
84	3651 22ND AVE NE
85	3655 22ND AVE NE
86	3659 22ND AVE NE
87	3663 22ND AVE NE
88	3703 22ND AVE NE
89	3707 22ND AVE NE
90	3711 22ND AVE NE
91	3715 22ND AVE NE
92	3719 22ND AVE NE
TRACT 2A 3670 22ND AVE NE	
TRACT 2B 2300 23RD AVE NE	
TRACT 2C 3667 22ND AVE NE	
TRACT 2D 3663 23RD AVE NE	
TRACT 2E 2400 LILLY RD NE	

LEGEND

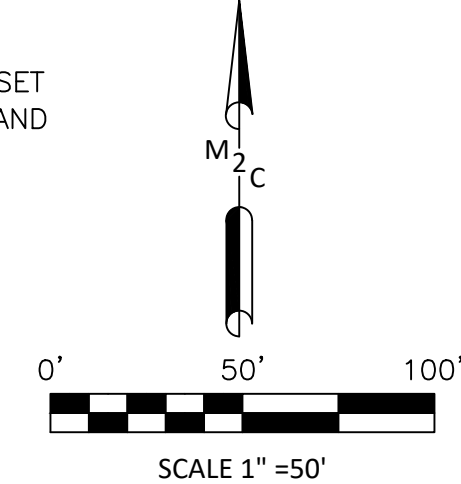
- SET 2" BRASS CAP IN MONUMENT CASE
- UE SEE UTILITY EASEMENT PROVISION ON SHEET 2
- 5* MARKER SET 5.00 FEET FROM CORNER ON COMMON LOT LINE.
- M* MONUMENT NOT SET - WILL BE SET AFTER FINAL LIFT OF ASPHALT.
- FOUND 3-1/4" ALUMINUM CAP "DEPARTMENT OF NATURAL RESOURCES, T18N, R1W, S8, PROP COR, 1992" PER ROS AFN 9307130242.

NOTE

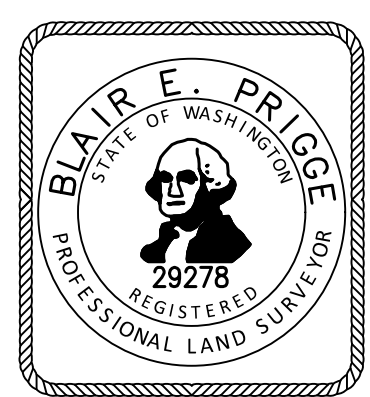
THE LOT AND TRACT CORNERS HAVE BEEN SET WITH 8" X 24" LONG REBAR AND YELLOW LAND SURVEYOR CAP MARKED "MTN2COAST, PLS 29278"

BASIS OF BEARING

OLYMPIA COORDINATE SYSTEM PER VILLAGE AT MILL POND PHASE 1 AS RECORDED UNDER AUDITOR'S FILE NO. 4472339. BEARING N 88°24'47"W ON THE CENTERLINE OF 23RD AVENUE NE.



CARRIAGE SQUARE
VOLUME 16 PAGE 35



PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
(360) 688-1949

VILLAGE AT MILL POND PHASE 2 SUBDIVISION		
DRAWN BY JMG	DATE 06/27/2019	JOB NUMBER 18-879
CHECKED BY BEP	SCALE 1"=50'	SHEET NUMBER 4 OF 4
AUDITORS INDEX NW1/4 NW1/4, SW 1/4 NW1/4, SEC 8, T 18N, R 1W, W.M.		



June 17, 2019

Mr. Chris Cramer
Patrick Harron & Associates, LLC
8270 28th Court NE, Suite 201
Lacey, Washington 98516

Dear Mr. Cramer:

SUBJECT: LETTER OF ACCEPTANCE
Mill Pond Phase 2
CD# 17-4579

This letter of acceptance is issued in accordance with the Standards, Section 3.060 - Inspection, and Section 2.030.E - Acceptance of Dedication for Public Improvements. This letter certifies that all public improvements have been installed in accordance with the requirements of Olympia Municipal Code Title 17 and/or the Standards; and are hereby accepted by the City of Olympia or have been bonded for completion of improvements.

If you have any questions or need additional information, please contact me by calling (360) 753-8254, or e-mailing cdower@ci.olympia.wa.us.

Sincerely,

Chuck Dower
Business Operations Specialist
Community Planning & Development Department

CD:

**PRELIMINARY PLAT CONDITIONS OF APPROVAL
VILLAGE AT MILL POND**

Note: *Staff comments are in italics.*

1. Improvement Plans (City of Olympia) – Before construction begins the applicant shall submit complete detailed construction drawings to the City of Olympia Community Planning and Development Department for review and approval. Construction drawings shall be prepared according to the Engineering Design and Development Standards. ***Improvement plans were submitted to the City for review and approval prior to construction of plat improvements.***
2. Construction and Final Inspection. ***Improvements associated with Phase 2 have been constructed, inspected, and accepted by City staff.***
3. For the purpose of Tree Protection, prior to issuance of the Engineering Permit, the following conditions shall be met.
 - A. Tree Protection fencing needs to be shown on the Grading plan (C5.0-C5.1).
 - B. Tree protection fencing needs to encompass the entirety of Tracts S, J, and I to protect the trees from adjacent construction impacts.
 - C. Tree Protection fencing needs to be shown separate from silt fencing, and indicated as separate on the Grading Plan (C5.0-5.1).
 - D. Grade changes shall not occur within tree protection fencing. Sheets C5.0 is still indicating proposed grade changes within the tree protection fencing for Tract C.
 - E. The applicant shall survey and stake in the field the following proposed elements:
 - 1) Proposed back of sidewalk along Lilly Road.
 - 2) Each proposed construction entrance off of Lilly Road.
 - 3) The proposed bus stop pad for Intercity Transit.
 - 4) The clearing limits required to install the 12" stormwater pipe through Tract J 5) The pedestrian pathway at the south end of Tract I.
 - F. For each element, the applicant shall have their forester inspect and provide a report that addresses:
 - 1) The feasibility of retention of adjacent trees.
 - 2) Locations where special protection measures are required, such as hand-digging, removal or minimization of the planting strip, etc., would provide for tree retention.
 - 3) If necessary, amended tree unit calculations to reflect any additional trees removed.
 - 4) Specifications for removal of trees that does not cause harm to adjacent trees slated for retention.
 - 5) 5) Tree protection measures for trees adjacent to the five elements listed above.

G. Any recommended protection measures shall be specified on Tree Protection Plan (C3.0-3.1)

H. Landscape Plan comments:

- 1) Sheets L-1, L-3, and L-5 shall be changed to reflect that native, existing ground and shrub cover is to be retained within tree tracts. No grade changes shall be made, and no fill or turf shall be installed in the Tree Tracts. Landscape plan may be amended to include additional understory native species to be hand installed with no heavy machinery to enter the tree tracts.

Clearing, grading, and landscaping associated with Phase 2 addressed these requirements.

4. Written confirmation from the City of Olympia must be received by the Thurston County Environmental Health Department that public water and sanitary sewer utilities (mains) have been extended to this project prior to recording of the master plan map. ***A letter from the City was sent via e-mail to Thurston County Environmental Health on June 27, 2019.***
5. Prior to recording of the Master Plan map, the existing off-site well located at 1320 Lilly Road NE must be decommissioned and a report from the driller to this effect, and confirmation from the City that potable water has been provided to the property. ***The well was decommissioned as part of the Phase 1 Final Plat. Potable water has been provided to the property.***
6. A proposal for the method of distribution for the Integrated Pest Management Plan (IPMP) to future property owners, and landscape personnel must be submitted to Thurston County for review and approval. ***This requirement has been met.***
7. SEPA Transportation Mitigation fees to the City of Lacey will be required prior to Final Plat Approval. (Attachment Q.T., letter sent 10/30/07) ***The cities of Lacey and Olympia have agreed to accept payment of traffic mitigation fees at the time of building permit application.***
8. One-, two-, and multi-family residential units will require fire sprinklers per Ord. No. 6463. ***To be addressed at the time of building permit application.***
9. Fire alarm systems will be required to serve multi-family buildings. ***There are no multifamily buildings associated with Phase 2.***
10. Knox key boxes will be required for all multi-family buildings. ***There are no multifamily buildings associated with Phase 2.***
11. **Plat Map.** The property must be surveyed by a surveyor licensed in the state of Washington. Your surveyor will prepare a map representation of the division of your property. The plat must be drawn on 12 folded, dark-line prints (check plans), which are submitted for final

review. The Mylar, a reproducible drafting film, will be required after the final review and before your plat can be recorded. Please note: you will be contacted by this office when it is appropriate to produce the Mylar copy. The final plat must contain the following information:

- A. Title block containing (1) Section, Township, and Range; (2) date of preparation, datum, scale, and north arrow; (3) a correct legal description of the original tract(s) and a reference to Parcel Nos.; (4) basis of bearing, which shall be the Olympia Coordinate System.
- B. Vicinity sketch clearly identifying the location of the property.
- C. Certificates signed by the following people: (1) owner(s) of parcel being subdivided (each and every person having an ownership interest must sign and their signatures must be notarized); (2) Land Surveyor; (3) Olympia City Engineer; (4) Thurston County Assessor; (5) Olympia Planning Director; (6) Thurston County Treasurer certifying that all taxes on the land have been fully paid and discharged; (7) Health Officer; and (8) County Auditor. *(Please note that the owner's certificate on the Mylar should not be signed by you until the map is in its final condition. The Mylar should not be submitted until the final check prints have been reviewed and approved. I will contact you when it is time to sign the Mylar.)*
- D. Boundary lines of the property to be divided.
- E. The development status of contiguous land, including the name of any adjacent plats and rights-of-way.
- F. The layout, dimensions, and square footage of each lot in the subdivision with bearings to deflection angles, radii, arcs, points of curvature, and tangent bearings.
- G. The means, locations, and widths of all existing streets, rights-of-way, easements, other public ways, watercourses and major transmission facilities rights-of-way within and adjacent to the proposed plat.
- H. The location and dimensions of all parcels of land intended to be dedicated or reserved for public use or to be reserved in the deeds for common use of the property owners of the subdivision with the purpose, conditions, or limitations of such dedications or reservations clearly indicated; the locations of all existing structures within the subdivision.
- I. The location of all existing monuments or other such identifying markers.
- J. Lot numbers beginning with the number 1 and numbered consecutively without omission or duplication throughout the plat.
- K. Provide a list of desired street names for review and approval prior to final plat application.

- L. The locations of the existing structures and setbacks from proposed property lines (pursuant to OMC 18.06.080.H.1 - setbacks must be measured from the outermost edge of the building foundation to the closest point on the applicable lot line).
- M. Your property taxes must be current at the time of recording of your plat. The Thurston County Treasurer's signature in the certification on the original Mylar will certify that all taxes on the land have been paid and discharged.
- N. A current title report or plat certificate (dated within 30 days of recording) must also accompany the Mylar and check prints. These documents will confirm that the title of the property, subject to the proposed subdivision, is in the name of the individual(s) signing the plat, as well as any restrictions on the use of the property. You may wish to read through the plat certificate or title report before your surveyor prepares the final plat. The appearance of an unexpected easement has been known to change the design of a plat. If you encounter any design changes, please contact this office before proceeding.
- O. The following conditions must be made on the face of the final plat map:
 - 1) IMPACT FEES FOR SCHOOLS, PARKS AND TRANSPORTATION ADOPTED BY THE CITY COUNCIL WILL APPLY TO THIS PLAT AT THE TIME OF BUILDING PERMITS.
 - 2) GENERAL FACILITY CHARGES AND RESERVE CAPACITY CHARGES ADOPTED BY THE CITY COUNCIL WILL APPLY TO THIS PLAT AT THE TIME OF BUILDING PERMITS.
 - 3) THE COST OF CONSTRUCTION AND MAINTAINING ALL STREETS NOT HEREIN DEDICATED AS PUBLIC STREETS SHALL BE THE OBLIGATION OF ALL OF THE OWNERS, AND THE OBLIGATION TO MAINTAIN SHALL BE CONCURRENTLY THE OBLIGATION ON ANY CORPORATION IN WHICH TITLE OF THE STREETS MAY BE HELD.
 - 4) ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE OWNER AND SUCCESSOR(S) AND MAY BE REDUCED OR ELIMINATED, IF DEEMED NECESSARY FOR OR DETRIMENTAL TO CITY STREET PURPOSES.
 - 5) THIS PLAT IS APPROVED FOR ZERO LOT LINE DEVELOPMENT AND MUST CONFORM TO ALL PROVISIONS OF OMC 18.04.080 (H)(4) AT TIME OF BUILDING PERMIT APPLICATION.
 - 6) THIS PLAT IS APPROVED FOR TOWNHOUSE DEVELOPMENT AND MUST CONFORM TO ALL PROVISIONS OF OMC 18.64 AT TIME OF BUILDING PERMIT APPLICATION.
 - 7) KNOX KEY BOXES, FIRE SPRINKLERS, AND FIRE ALARM SYSTEMS ARE REQUIRED FOR ALL MULTI-FAMILY RESIDENTIAL UNITS.
 - 8) FIRE SPRINKLERS ARE REQUIRED FOR ALL ONE AND TWO-FAMILY RESIDENTIAL UNITS PER ORDINANCE NO. 6463.

- 9) COMMUNITY TRACTS SHALL BE OWNED AND MAINTAINED IN COMMON FOR THE BENEFIT OF ALL LOT OWNERS. ALL LOTS HAVE AN UNDIVIDED INTEREST IN THE OWNERSHIP AND MAINTENANCE OF COMMUNITY AREAS. THE OWNERSHIP INTEREST IN EACH COMMUNITY TRACT SHALL BE STATED IN THE DEED TO EACH LOT.
- 10) PURSUANT TO CITY ORDINANCE, THE CITY OF OLYMPIA MAY DENY THE ISSUANCE OF BUILDING OR OCCUPANCY PERMITS FOR ANY STRUCTURE WITHIN THIS PLAT UNTIL REQUIRED PLAT IMPROVEMENTS HAVE BEEN APPROVED AND INSTALLED.
- 11) ANY BUSINESS WITHIN MASTER PLANNED DEVELOPMENT INVOLVING THE USE OF HAZARDOUS MATERIALS MUST CONTACT THE HAZARDOUS WASTE PROGRAM OF THURSTON COUNTY.

Except as noted above (items 5, 6, and 7 which are not applicable to Phase 2), these requirements have been addressed.

12. Install 12-inch diameter water mains on Lilly Road north across the Lilly Road property frontage and east across the 26th Avenue frontage of the property. ***This condition will be addressed in a future phase.***
13. Indicate where existing 12-inch water mains end on Lilly Road and new 12-inch extension mains begin, complete with pipe types showing extended mains as ductile iron. ***This condition will be addressed in a future phase.***
14. Install 8-inch and 6-inch diameter water mains through the extremes of the property to create looped closures within the plat and for future development, in accordance with the Standards and current utility comprehensive and master plan. ***Mains associated with Phase 2 have been installed; remainder to be installed with future phases.***
15. The property at the southwest corner of the subject property, or 1320 Lilly Road NE, will be provided with City of Olympia domestic water service according to the May 2, 2005 agreement with the owners, Gerald and Anita Coonc. ***This requirement has been met.***
16. The proposed water main improvements as shown on the preliminary plat civil plans are conceptually approved and must make appropriate provisions for domestic and fire suppression needs. ***This requirement has been met.***
17. All water services and meters serving the plat(s) must be sized to accommodate fire protection needs for the use of fire sprinkler systems at building permit issuance. ***To be addressed at the time of permit issuance.***
18. All wastewater facilities intended to be transferred to the City of Olympia for ownership, operation and maintenance must meet the standards set forth in the CITY OF OLYMPIA ENGINEERING DESIGN AND DEVELOPMENT STANDARDS, which can be found at the

following website: <https://www.codepublishing.com/WA/Olympia/?OlympiaNT.html>. In particular, note Section 7B.020 Design Standards. ***This requirement has been met.***

19. The Invert Elevations of the manhole at the intersection of Lilly Road and 26th Avenue (shown on drawing C8.0 of the draft plans dated “11/10” as MH 64) must be no higher than 152.0’. In order to accommodate future gravity sewer in the north Lilly Road sewer basin, consistent with the City of Olympia’s 2007 Wastewater Management Plan, an 8-inch inlet stub-out to the west must be installed for the manhole, and its inlet invert elevation (IE IN West) must be no higher than 152 feet above mean sea level. Changes to the proposed gravity sewer line along 26th Avenue, as well as the northern-most section along Lilly Road, will need to be revised to meet this requirement. This includes the possible upsizing of the gravity sewer line along 26th Avenue from 8-inch to 10-inch to accommodate future flows as well. The following should be considered for the design of the sewer lift station:
 - A. Meet the design standards contained in the Department of Ecology’s Criteria for Sewage Works Design.
 - B. What are the initial flows anticipated? Assume a design/build-out flow of 725 (gpm) gallons per minute, for the basin to be served by the lift station, and size the force main accordingly, i.e., maintaining minimum velocity for initial flows and maximum velocity for build out flows.
 - C. The lift station must be a duplex wet well/dry well system equal to Smith and Loveless, consistent with most of the current City lift stations, with X-Peller impellers specified for the pumps.
 - D. The force main should be a consistent diameter for the entire length (drawing C8.0 shows 8-inch, while drawings C8.1 and C8.2 indicate 4-inch).
 - E. The sewer mains as shown are not centered in the middle of the internal streets. If this is desired, a request for a variance from the City’s Design Standards must be made.
 - F. Easements, 20 feet wide minimum, will be needed for those sewer mains not located in publicly dedicated streets – for example through parking lots and private roads.
 - G. Sewer service lateral locations need to be shown on the drawings for all buildings; each separate building shall be served by an individual building sewer, except that both units of any duplexes shall be served by separate laterals.
 - H. Design details for the lift station will be required following Land Use Approval with detailed engineering review and approval with the plat, as none were received now other than standard details included in the plans.

- I. The lift station location must be provided on a fee simple parcel dedicated to the City of Olympia at the preferred location to serve the basin and will include emergency power – Cummins Diesel Generator, Set Model 35 DGBB, or equivalent.
- J. The Coonc property at 1320 Lilly Road will be provided City of Olympia sanitary sewer service according to the May 2, 2005 agreement with the applicant: according to the standards, service to the Coonc property requires the sewer main be extended across the Coonc's Lilly Road property frontage.

These requirements have been met for Phase 2. The lift station was installed with Phase 1 improvements. The Coonc property is now served by City sewer.

- 20. Install the proposed street side improvements along the full Lilly Road and 26th Avenue frontages to comply with the City Standards for a (Major Collector street section as per standard plan No. (4-2G, complete with 3 travel lanes and Class II bikeways) to meet the applicable standards at the time of approval of the Briarton Village Master Planned Development. The City anticipates that in the year 2025 the intersection of Lilly Road and 26th Avenue will operate at a LOS D and the three lane street section will accommodate anticipated traffic volumes; a signal or round-about is not warranted. ***A portion of these improvements were installed in conjunction with Phase 1, with the rest to occur with a future phase.***
- 21. The City has capacity for this development's anticipated project generated traffic volumes, (City LOS standards allow LOS F operation at the intersections of Lilly Road / Martin Way and Sleater-Kinney / Martin Way; reference Traffic Impact Analysis provided by Transportation Engineering Northwest, LLC, dated November 2006. ***Noted.***
- 22. The proposed on-site interior roadway street improvements as conceptually shown on the preliminary plat civil drawings make appropriate provisions for streets, alleys and other public ways vested to the Engineering Design & Development Standards applicable at the approval date of the Briarton Village Master Planned Development. ***Noted.***
- 23. Provisions, such as stub roads, will be made for connection to any adjacent undeveloped, contiguous land area of one acre or more and to any site officially designated for a public facility. However upon further analysis publicly dedicated and constructed street stubs are not recommended by staff within proposed Tracts E & F for the following reasons:
 - A. As per the City Standards 2.040B.e. "Where larger blocks are necessary due to topography, existing development, or other constraints, intervening public cross-block pedestrian, bicycle, and emergency access will be provided."
 - B. Also there have been established precedents by Thurston County, that where adjacent properties to the Western Chehalis Trail system occurs, a limited number of vehicular crossings are to be approved, to protect the public safety of this major pedestrian/bicycle commuter and recreational transportation system.

- C. The City previously reached agreement with Thurston County during the approval of this Master Planned Development for the Western Chehalis Trail vehicular crossing for 22nd Avenue NE in the southeast, as proposed.
- D. Where proposed (Tract E) extends east from 24th Avenue to the east boundary of the development and intersects with the Western Chehalis Trail system, the greater portion of the adjacent and contiguous undeveloped property is either within a wetland or wetland buffers, and;
- E. Where (Tract F) extends east from 23rd Avenue to the east boundary, it would create an additional vehicular crossing of the Western Chehalis Trail system not previously approved by Thurston County.
- F. Therefore Tracts E & F are approved for trails and shared-use paths as per standard plan (4-2L) Class II as proposed, complete with appropriate easements for public access on the face of the plat.
- G. Unless otherwise required by City code, the proposed stub road connection to the Surrey Drive NE neighborhood shall not be opened to motorized vehicular traffic until the interconnecting road within the Surrey Drive NE neighborhood is improved to sufficient street standards to safely handle the additional traffic expect to be generated from the Village at Mill Pond development.

Noted.

- 24. A trail and shared-use path, Class I or Class II will be required along the south boundary of Tract I to provide a bicycle and pedestrian connection from Lilly Road east/west, to/from proposed A Street within the plat complete with an appropriate easement for public access on the face of the plat. ***This requirement has been met.***
- 25. The private alley detail proposed within Tracts K, L, M, N, & O on the plat need to be labeled as “Private Alleys”, not Private Access Lanes as shown on Sheet C2.1. ***This requirement has been met.***
- 26. The development may be approved for land use, but the following comments are required to be addressed prior to engineering permitting:
 - A. Treatment of runoff from Tract P needs to be clarified.
 - B. Change “A-BLK1 Roofs” to “A-BLK2 Roofs” in the Infiltration Facilities Calculations table in the Basin A stormwater map (Appendix C1).
 - C. Downstream conveyances are located within the County’s jurisdiction and therefore will require the County’s approval and permitting.

- D. Provide typical details of how access will be provided to all Storm Chambers for inspection and maintenance. Access should be similar to that provided for the detention piping.
- E. Per Drainage Manual Volume III, Section 3.2.1 a safe surface overflow route from the detention facilities into the natural downstream conveyance is required in addition to an overflow structure and pipe system. Discuss and depict the overflow routes for all detention and infiltration facilities.
- F. A finalized operations and maintenance plan and maintenance agreement shall be provided with final engineering plans. The plan needs to be specific to the development. Eliminate guidelines not specific to the site (e.g. oil/water separators) from the plan provided in Appendix D of the stormwater site plan. Add guidelines for inspection, cleaning, rehabilitation and replacement of infiltration facilities and permeable pavements. Add guidelines specific to the Aqua-Swirl. Add guidelines for the protection, inspection and maintenance of the pond liner systems. Provide a plan depicting all of the stormwater facilities labeled and a key for which guidelines are applicable to each facility.
- G. The stormwater site plan and C-SWPPP should address how the infiltrative surfaces (particularly for permeable pavement sections) will be protected from compaction and sedimentation during construction.
- H. Provide an infiltration verification report for the infiltration facilities with design infiltration rates greater than 0.5 inches per hour after they are built in accordance with Volume V Section 7.3.3 SSC-7.
- I. The detention piping in C-BLK1b extends below the water table. Provide a simple explanation for how buoyancy will not be an issue.
- J. Indicate how check dams will be installed to isolate water within cells in the permeable paved areas constructed on sloping ground (particularly the paving adjacent Tract J).

Improvements associated with Phase 2 have been addressed; remainder to be addressed during engineering permit review of future phases.

- 27. The following comments provided by the Thurston County shall be given high priority and demonstrate compliance with the following considerations.
 - A. The applicant has added several stormwater features to the project in an attempt to address Thurston County's previously expressed concerns regarding limiting fecal coliform contributions to downstream receiving waters. These include a sand filter and extensive use of infiltration and porous pavements. These structural stormwater controls are a commendable attempt to limit downstream fecal impacts.
 - B. The off-site discharge of stormwater from this project, while limited by the use of on-site infiltration and treatment facilities, still presents a potential additional contribution of fecal coliform to an already impacted (TMDL/303(d) listed) water body.

- C. The proposed source controls, including an HOA with responsibility for education and enforcement of pet waste measures and installation of pet waste stations, should be given the highest priority by the City of Olympia in establishing the enforcement mechanisms to be incorporated into the projects HOA CC&Rs, appropriate maintenance agreements and the project's source control and maintenance plans.
- D. Further, as future water quality condition dictates, consideration should also be given to requiring some routine water quality sampling at the discharge from the project site to confirm that anticipated fecal coliform reductions are being met, with adaptive management strategies to be implemented based on results of monitoring. This could be incorporated into the maintenance plan for the project and reported annually as part of maintenance reporting requirements of the City of Olympia.
- E. The sizing of stormwater conveyance facilities within the 26th Avenue NE right-of-way should be sized to accommodate anticipated flows from this project as well as anticipated future flows from adjacent development and the roadway right-of-way.
- F. The applicant should evaluate the capacity of culverts and ditches downstream from the point of discharge (northwest corner of Sleater Kinney and 26th Avenue) to the receiving stream, including evaluating the capacity of the existing road culvert crossing Sleater Kinney Road as well as existing driveway culverts downstream (2 culverts).
- G. The analysis of the downstream roadside ditch should consider peak flow velocities and whether the ditch and outfall to the receiving water is adequately designed and armored to prevent erosion for up to the 100-year, 24-hour storm event.

Items A and C apply to all phases and have been addressed for Phase 2; all others to be addressed with future phases.

THE VILLAGE AT MILL POND

OLYMPIA, WASHINGTON

JULY 15, 2011

MASTER PLAN





City Council

Approval of a Resolution Authorizing an Interagency Agreement between the City of Olympia and the Washington State Patrol for Reimbursement of Allowable Fire Agency Costs

Agenda Date: 7/9/2019
Agenda Item Number: 4.D
File Number: 19-0547

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

Title

Approval of a Resolution Authorizing an Interagency Agreement between the City of Olympia and the Washington State Patrol for Reimbursement of Allowable Fire Agency Costs

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing the Interagency Agreement between the City of Olympia and the Washington State Patrol and authorizing the City Manager to sign the agreement.

Report

Issue:

Whether to approve the resolution authorizing the Interagency Agreement between the City of Olympia and the Washington State Patrol to allow for the reimbursement of allowable Fire Agency costs incurred if Olympia Fire Department assets are mobilized.

Staff Contact:

Greg Wright, Fire Chief, 360.753.8466

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The statewide Fire Mobilization Plan has been in place for many years. The Washington State Patrol, coordinating agency for the Fire Mobilization Plan, set out to renew contracts with all statewide participants in the Fire Mobilization Plan.

The purpose of the Fire Mobilization Plan is to provide for the reimbursement of allowable Fire

Agency costs incurred while its assets are mobilized in accordance with Chapter 38.54 RCW and the Washington State Fire Service Resource Mobilization Plan.

This is essentially a housekeeping issue. The Fire Department does not expect to use these resources or provide City resources to other entities. The intent of the agreement is to clear the way for the rapid response of resources should the need unexpectedly arise. Otherwise, the agreement has no impact on operations.

Neighborhood/Community Interests (if known):

None

Options:

1. Approve the Resolution authorizing the Interagency Agreement. Accept the terms of the Interagency Agreement and authorize the City Manager to sign the Agreement.
2. Do not approve the Resolution authorizing the Interagency Agreement and send back to staff. In the event that the City of Olympia needs resources or is asked to provide resources, valuable time will be lost without this agreement in place at the time of deployment. Cost of recovery is only possible for the City of Olympia if the agreement has been executed.

Financial Impact:

The Interagency Agreement will allow the City of Olympia to recoup expenses associated with sending Olympia Firefighters to assist the State of Washington during fire mobilization.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF OLYMPIA AND
WASHINGTON STATE PATROL FOR REIMBURSEMENT.**

WHEREAS, the Washington State Patrol provides reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan (Mobilization Plan) ; and

WHEREAS, the Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdictions in Washington State that has expended all local and mutual aid resources; and

WHEREAS, if the City of Olympia responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan; and

WHEREAS, the Washington State Patrol shall reimburse the City of Olympia upon the receipt of properly executed claim forms submitted by the City of Olympia according to the Mobilization Plan;

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

1. The Olympia City Council hereby approves the form of Interagency Agreement between the City of Olympia and Washington State Patrol for reimbursement and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Interagency Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the 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

INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
WASHINGTON STATE PATROL
AND
CITY OF OLYMPIA

This Interagency Agreement (Agreement), pursuant to RCW 43.43.960 through RCW 43.43.964 (State Fire Service Mobilization) and Chapter 39.34 RCW (Interlocal Cooperation Act), is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and the City of Olympia, a statutorily authorized fire agency within the State of Washington, hereinafter referred to as "Fire Agency."

The purpose of this Agreement is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan (Mobilization Plan). The Mobilization Plan and any subsequent versions adopted pursuant to RCW 43.43.962 are incorporated herein by this reference.

Therefore, it is mutually agreed that:

1. **Mobilization Plan.** The Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State that has expended all local and mutual aid resources in attempting to manage, mitigate and control an emergency incident or situation for the protection of life and property. If the Fire Agency responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan.
2. **Period of Performance.** The period of performance of this Agreement begins on Date of Execution and ends on December 31, 2023 unless terminated sooner as provided herein.
3. **Billing Procedures.** WSP shall reimburse the Fire Agency upon the receipt of properly executed claim forms submitted by the Fire Agency according to the Mobilization Plan. Claims for payment submitted by the Fire Agency to WSP for costs due and payable under this Agreement shall be paid by WSP if received by WSP within 45 days from the end of each respective fire mobilization. The Fire Agency is required to be registered as a Statewide Payee prior to submitting a request for payment under this Contract. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.
4. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
5. **Records Maintenance.** Both parties shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this Agreement for six (6)

years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

6. **Agreement Management.** The work described herein shall be performed under the coordination of Chief of City of Olympia, and Assistant State Fire Marshal Melissa Gannie of WSP, or their successors. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement.
7. **Hold Harmless.** Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.
8. **Agreement Alterations and Amendments.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
9. **Termination.** Either party may terminate this Agreement upon thirty (30) calendar days' written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.
10. **Appeals of Denied Claims.** In the event that WSP denies payment of claim(s) submitted by the Fire Agency under this Agreement, the Fire Agency may appeal the denial according to the Mobilization Plan. The process contained in the Mobilization Plan is the sole administrative recourse available to the Fire Agency for the appeal of denied claims.
11. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
 1. Applicable federal and state statutes and regulations;
 2. Terms and Conditions contained in this Agreement
 3. Any other provisions of the Agreement, whether incorporated by reference or otherwise.
12. **All Writings Contained Herein.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

FOR:
CITY OF OLYMPIA

FOR:
WASHINGTON STATE PATROL

Signature

Steven R. Hall, City Manager

Title

Date

Signature

Simon Tee, Grants and Contracts Manager

Title

Date

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/5/2008

APPROVED AS TO FORM:


CITY ATTORNEY (JCH)



City Council

Approval of a Resolution Authorizing an Interlocal Agreement with the Washington State Department of Enterprise Services for Fire Protection Services

Agenda Date: 7/9/2019
Agenda Item Number: 4.E
File Number: 19-0551

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

Title

Approval of a Resolution Authorizing an Interlocal Agreement with the Washington State Department of Enterprise Services for Fire Protection Services

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing an Interlocal Agreement between the City of Olympia (City) and the State of Washington Department of Enterprise Services (DES) for Fire Protection services for the July 1, 2019 to June 30, 2020 fiscal year, and authorizing the City Manager to sign the agreement.

Report

Issue:

Whether to approve the resolution authorizing the Interlocal Agreement written to address Fire Protection services and billing of the State during the July 1, 2019 to June 30, 2020 fiscal year, as is allowed per RCW 35.21.779.

Staff Contact:

Greg Wright, Fire Chief, 360.753.8466
Toby Levens, Finance Coordinator, 360.753.8431

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Since 1993 the City of Olympia has billed the State for Fire Protection services. This billing is allowed per RCW 35.21.779, which stipulates that when the estimated value of state facilities sited in a municipality equals 10 percent or more of that municipality's total assessed valuation, state agencies

owning those facilities shall enter into a compulsory fire protection contract with the municipality to provide an equitable share of the fire protection costs.

The amount of the Department of Enterprise Services (DES) contract for the 2019-2020 fiscal year is \$1,135,000.00. An approximately 10% increase from the previous contract.

The building at 1500 Jefferson, occupied by Washington State Consolidated Technology Services (WaTech), chose to negotiate separately from DES for their building(s) on the Capitol Campus. The 1500 Jefferson building is included in the calculation used to determine the amount of State property in the City, but not in the dollar amount of this DES-only contract. The WaTech agreement is a separate action.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Approve the Resolution authorizing the Interlocal Agreement: Accept the terms of the Interlocal Agreement and authorize the City Manager to sign the agreement.
2. Do not approve the Resolution authorizing the Interlocal Agreement and send it back to staff: Expected revenues for the 2019 to 2020 fiscal year from the State may not be collected as anticipated.

Financial Impact:

The city will receive \$1,135,000.00 from DES during the 2019-2020 fiscal year. Additionally, under a separate contract, the City will receive funding from Washington State Consolidated Technology Services (WaTech), for building(s) also on the State Campus.

Attachment:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND
WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES FOR FIRE PROTECTION
SERVICES**

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the State of Washington and the City of Olympia have entered into a series of contracts since 1993 providing for the State of Washington to pay its fair share of costs for fire protection services for state buildings or facilities located within the City of Olympia;

WHEREAS, since 1993 a fire protection services agreement(s) was the product of good faith negotiations between the Washington State Department of Enterprise Services (DES) on behalf of a variety of state agencies and the City of Olympia; and

WHEREAS, negotiations with the State have produced a formula for computing the State's share of the City of Olympia Fire Department's budget, representing total square footage of State-owned buildings or facilities located within the City; and

WHEREAS, various state agencies located within the municipal limits of the City of Olympia through the Washington State Department of Enterprise Services have negotiated with the City of Olympia for fire protection service agreements annually; and

WHEREAS, the amount set forth below for Washington State Department of Enterprise Services represents its cost for July 1, 2019 through June 30, 2020 fire protection services agreement;

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

1. The Olympia City Council hereby approves the attached form of Interlocal Agreement between the City of Olympia and Washington State Department of Enterprise Services,
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the attached Interlocal Agreement, and any other documents necessary to execute said Agreement,

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

A handwritten signature in blue ink, reading "Mark Barber", is written over a horizontal line.

CITY ATTORNEY

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF OLYMPIA
AND
WASHINGTON STATE
DEPARTMENT OF ENTERPRISE SERVICES
FOR FIRE PROTECTION SERVICES
K5973**

THIS AGREEMENT is made and entered into by and between the City of Olympia, hereinafter referred to as "CITY" and the Washington State Department of Enterprise Services, hereinafter referred to as "DES" pursuant to the authority granted by RCW 39.34.

IT IS THE PURPOSE OF THIS AGREEMENT to document the parties' mutual agreement as to the amount of fire protection fees the State of Washington will pay to the CITY for the 2019-2020 state fiscal year. This Agreement is between the CITY and DES, on behalf of all state agencies, for all state owned property within the city limits.

Whereas, the various state agencies with buildings located within the city limits of Olympia have authorized Washington State Department of Enterprise Services to negotiate with the CITY on their behalf for Fire Protection fees to run from July 1, 2019 through June 30, 2020: and

Whereas, the amount set forth below for Washington State Department of Enterprise Services represents the state's share of costs for the 2019-2020 Fire Protection Agreement; and

Whereas, said amount is the State's share of the CITY's fire protection costs, being the result of good faith negotiations between parties, the parties agree as follows:

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above named parties mutually agree as follows:

1. STATEMENT OF WORK

The CITY shall do all things necessary to provide fire protection services for State-owned buildings administered by DES as outlined in Exhibit "A", in the same manner as the CITY provides such protection to other similar establishments within Olympia.

The CITY Fire Chief shall be responsible for management of the services provided herein. The Fire Chief shall be the contact person for all communication regarding the work under this Agreement. Any requests for records or documents or any other inquiries by DES shall be submitted to the Fire Chief.

2. TERMS AND CONDITIONS

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence July 1, 2019, and be completed on June 30, 2020.

4. CONSIDERATION

The State of Washington agencies listed in Section 5, *Billing and Payment Procedures* shall collectively pay the CITY the amount of \$1,135,000.00 for the full year of services under this Agreement. DES and the CITY have determined that the cost of accomplishing the work herein will not exceed \$1,135,000.00 for the 2019-2020 period.

Costs are pro-rated and will be billed by the CITY to the various state agencies as outlined in Section 5, *Billing and Payment Procedures*.

5. BILLING AND PAYMENT PROCEDURE

The CITY will invoice state agencies quarterly in July, October, January and April, per Billing Schedule below, on or before the 10th of the quarter month (July, October, January and April). The state agencies will pay the CITY within 30 days of receipt of properly executed invoice.

Annual Billing Schedule

State Agency	QTR1 July	QTR2 October	QTR3 January	QTR4 April	Fiscal Year Total
Enterprise Services	\$ 250,386.89	\$ 250,386.89	\$ 250,386.89	\$ 250,386.89	\$1,001,547.55
SPSCC	\$ 28,779.85	\$ 28,779.85	\$ 28,779.85	\$ 28,779.85	\$115,119.41
Fish & Wildlife	\$ 855.06	\$ 855.06	\$ 855.06	\$ 855.06	\$3,420.25
State Historical Society	\$ 913.03	\$ 913.03	\$ 913.03	\$ 913.03	\$3,652.12
Military Department	\$ 2,815.16	\$ 2,815.16	\$ 2,815.16	\$ 2,815.16	\$11,260.66
Fiscal Year Total	\$ 283,750	\$ 283,750	\$ 283,750	\$ 283,750	\$1,135,000.00

DES's invoices shall be forwarded to:

Department of Enterprise Services
Attn: Rose Hong
PO Box 41460
Olympia, WA 98504-1460

6. AGREEMENT ALTERATIONS AND AMENDMENTS

DES and the CITY may mutually amend this Agreement at any time. Such amendments shall not be binding unless they are in writing and signed by authorized representatives of DES and the CITY, or their respective delegates. Changes to agencies' rate and/or amounts, not DES, must be negotiated between DES and the agencies, in writing, prior to DES signing the Amendment(s). DES's rates and/or amounts shall be negotiated between DES and the CITY.

7. ASSIGNMENT

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

8. DISALLOWED COSTS

The City is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

9. DISPUTES

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

10. GOVERNANCE

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

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

- a. Applicable state and federal statutes and rules;
- b. Statement of work, and
- c. Any other provisions of the agreement, including materials incorporated by reference.

11. INDEMNIFICATION & INSURANCE

DES and the CITY each agree to defend, indemnify and hold the other, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with that entity's respective performance of its responsibilities under the Agreement, except to the extent such injuries and damages are caused by the negligence of the other.

12. INDEPENDENT CAPACITY

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

13. RECORDS MAINTENANCE

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

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

14. SEVERABILITY

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

15. TERMINATION

Either party may terminate this Agreement upon 60-days' prior written notification to the other party. Should state funding become unavailable due to a state government shut-down or revocation of funding for fire protection services by the Legislature, DES may suspend or terminate this agreement immediately upon occurrence of either event.

16. WAIVER

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

17. NOTICE

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA

Attn: Fire Chief

Re: Interlocal Agreement with Washington State Department of Enterprise Services

PO Box 1967

Olympia, WA 98507-1967

WASHINGTON STATE DEPARTMENT OF
ENTERPRISE SERVICES

Attn: Rose Hong, Property Management Manager
Re: Interlocal Agreement with City of Olympia
1500 Jefferson – PO Box 41480
Olympia, WA 98504-1480

18. RECORDING

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor or posted upon a party's website or other electronically retrievable public source as provided by RCW 39.34.040.

19. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. All recitals set forth above are hereby incorporated by reference and made part of the terms of this Agreement.

Each party signatory hereto, having first had the opportunity to read this Agreement and discuss the same with independent legal counsel, in execution of this document hereby mutually agrees to all terms and conditions.

This Agreement shall take effect as of July 1, 2019, regardless of date of execution.

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

City of Olympia

Department of Enterprise Services

SIGNATURE

SIGNATURE

STEVE HALL

BILL FRARE

NAME

NAME

CITY MANAGER

FACILITY PROFESSIONAL SERVICES MANAGER

TITLE

TITLE

DATE

DATE

APPROVED AS TO FORM:



CITY ATTORNEY

EXHIBIT A
LIST OF STATE BUILDINGS IN THE CITY OF OLYMPIA

STATE AGENCY OWNER

AND BUILDING NAMES	ADDRESS OF BUILDING	Gross SF	%	Costs FY20
Department of Enterprise Services				
Archives (Storage)	1129 Washington St SE	51,317	1.07%	\$12,104.64
Ayer Press House	1417 Columbia St SW	3,727	0.08%	\$879.12
Columbia St. Garage	121 Union Ave SW	71,000	1.48%	\$16,747.45
Conservatory (Greenhouse)	1115 Water St SW	11,300	0.23%	\$2,665.44
Employment Security	212 Maple Park Ave SE	86,300	1.79%	\$20,356.41
General Administration	210 11th Ave SW	283,865	5.90%	\$66,957.97
Governor's Mansion	501 13th Ave SW	21,400	0.44%	\$5,047.82
Highway Licenses	1125 Washington St SE	193,900	4.03%	\$45,737.06
Irving R. Newhouse Building	215 Sid Snyder Ave SW	25,084	0.52%	\$5,916.80
Insurance	302 Sid Snyder Ave SW	66,502	1.38%	\$15,686.47
John A. Cherberg	304 15th Ave SW	100,377	2.09%	\$23,676.89
John L. O'Brien	504 15th Ave SW	100,700	2.09%	\$23,753.08
Legislative	416 Sid Snyder Ave SW	255,564	5.31%	\$60,282.34
Natural Resources Building	1111 Washington St SE	387,558	8.05%	\$91,417.04
NRB Garage	1111 Washington St SE	394,200	8.19%	\$92,983.75
Office Building Two	1115 Washington St SE	379,204	7.88%	\$89,446.50
Old Capitol	614 Washington ST SE	120,500	2.50%	\$28,423.50
Plaza Garage	200 14th Ave SE	846,100	17.58%	\$199,577.77
Powerhouse	900 Water St SW	10,000	0.21%	\$2,358.80
Joel M. Pritchard Building	415 15th Ave SW	55,485	1.15%	\$13,087.78
ProArts	206-208 11th Ave	11,243	0.23%	\$2,651.99
Carlyon Press House	201 Sid Snyder Ave SW	5,600	0.12%	\$1,320.93
State Farm	1068 Washington Street	1,539	0.03%	\$363.02
Temple of Justice	415 12th Ave SW	85,900	1.79%	\$20,262.06
Transportation	310 Maple Park Ave SE	204,767	4.26%	\$48,300.37
DOT Garage	310 Maple Park Ave SE	157,800	3.28%	\$37,221.81
Information - Visitor Center	103 Sid Snyder Ave SW	1,500	0.03%	\$353.82
State Daycare on Perry	232 Perry Street	7,138	0.15%	\$1,683.71
Union Avenue Building	120 Union Ave SE	12,900	0.27%	\$3,042.85
Washington Street Building	1007 Washington St sE	14,580	0.30%	\$3,439.13
Capitol Ct. Building	1110 S. Capital Way	40,948	0.85%	\$9,658.80
James M. Dolliver Building	801 Capital Way S	23,385	0.49%	\$5,516.05
Helen Sommers Building	106 11th Ave SW	214,628	4.46%	\$50,626.38
Subtotal - Department of Enterprise Services		\$4,246,011.00	88.24%	\$1,001,547.55

SPSCC Community College				
SPSCC Community College System, SPCC	2011 Mottman SW	488,043	10.14%	\$115,119.41
Subtotal - SPSCC Community College		488,043	10.14%	\$115,119.41
Department of Fish & Wildlife				
Wildlife Office	600 Capitol Way N	14,500	0.30%	\$3,420.25
Subtotal - Department of Fish & Wildlife		14,500	0.30%	\$3,420.25
Evergreen State College				
WSHS, State Capitol Museum	211 21st Ave SW	15,483	0.32%	\$3,652.12
Subtotal – Evergreen State College		15,483	0.32%	\$3,652.12
Military Department				
Armory	515 Eastside St SE	41,083	0.85%	\$9,690.64
Armory - Vehicle Storage	515 Eastside St SE	6,656	0.14%	\$1,570.01
Subtotal - Military Department		47,739	99.00%	\$11,260.66
Total for 2019-2020 City of Olympia Fire Protection Services				
		4,811,776	100.00%	\$1,135,000.00



City Council

Approval of a Resolution Authorizing an Interlocal Agreement with Washington Consolidated Technology Services for Fire Protection Services

Agenda Date: 7/9/2019
Agenda Item Number: 4.F
File Number: 19-0558

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

Title

Approval of a Resolution Authorizing an Interlocal Agreement with Washington Consolidated Technology Services for Fire Protection Services

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing the Interlocal Agreement between the City of Olympia (City) and Washington Consolidated Technology Services (WaTech) for Fire Protection services for the July 1, 2019 to June 30, 2020 fiscal year, and authorizing the City Manager to sign.

Report

Issue:

Whether to approve the resolution authorizing the Interlocal Agreement written to address Fire Protection services and subsequent billing for WaTech during the July 1, 2019 to June 30, 2020 fiscal year.

Staff Contact:

Greg Wright, Fire Chief, 360.753.8466
Toby Levens, Finance Coordinator, 360.753.8431

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

Since 1993 the City of Olympia has billed the State for Fire Protection services. This billing is allowed per RCW 35.21.779. The RCW stipulates that when the estimated value of state facilities sited in a municipality equals 10 percent or more of that municipality's total assessed valuation, state agencies owning those facilities shall enter into a compulsory fire protection contract with the municipality to

provide an equitable share of the fire protection costs. State of Washington properties in Olympia, including the Washington State Consolidated Technology Services (WaTech) at 1500 Jefferson, do total to an assessed value of more than 10 percent. (The 1500 Jefferson building is included in the calculation used to determine the amount of State property in the City). The remainder of the Department of Enterprise Services buildings and their fire protection agreement is a separate action.

The building at 1500 Jefferson, occupied by Washington State Consolidated Technology Services (WaTech), chooses to negotiate separately from Department of Enterprise Services for their building(s) on the Capitol Campus.

The amount of the WaTech contract for the 2019-2020 fiscal year is \$91,108.00. An approximately 10 percent increase from the previous contract.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Approve the resolution authorizing the Interlocal Agreement: Accept the terms of the Interlocal Agreement and authorize the City Manager to sign the agreement.

2. Do not approve the resolution authorizing the Interlocal Agreement and send it back to staff: Expected revenues for the 2019 to 2020 fiscal year from the State may not be collected as anticipated.

Financial Impact:

The city will receive \$91,108.00 from WaTech during the 2019-2020 fiscal year. Additionally, under a separate contract, the City will receive funding from Washington State Department of Enterprise Services, for building(s) also on the State Campus.

Attachment:

Resolution
Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND
WASHINGTON CONSOLIDATED TECHNOLOGY SERVICES (WATECH) FOR FIRE
PROTECTION SERVICES**

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the State of Washington and the city of Olympia have entered into a series of contracts since 1993 providing for the State of Washington to pay its fair share of costs for fire protection services for state buildings or facilities located within the City of Olympia;

WHEREAS, since 1993 a fire protection services agreement(s) was the product of good faith negotiations between the Washington State Department of Enterprise Services (DES) on behalf of a variety of state agencies and the City of Olympia; and

WHEREAS, RCW Chapter 43.15 establishes an agency for the state of Washington known as the Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech", and that said state agency has entered into a fire protection services agreement with the City of Olympia following the agency's creation by ESSB 5931, Laws of 2011, Chapter 43, section 801, June 15, 2011;

WHEREAS, negotiations with the State have produced a formula for computing the State's share of the City of Olympia Fire Department's budget, representing total square footage of State-owned buildings or facilities located within the City; and

WHEREAS, various state agencies located within the municipal limits of the city of Olympia through the Washington State Department of Enterprise Services have negotiated with the City of Olympia for fire protection service agreements annually; and

WHEREAS, the City of Olympia and the Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech", had negotiated a fire services protection agreement for July 1, 2018 through June 30, 2019 to protect the agency's facilities; and

WHEREAS, the amount set forth below for Washington State Consolidated Technology Services, also known as Washington Technology Solutions or "WaTech", represents its cost for July 1, 2019 through June 30, 2020 fire protection services agreement;

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

1. The Olympia City Council hereby approves the attached form of Interlocal Agreement between the City of Olympia and Washington State Consolidated Technology Services.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the attached Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the attached Interlocal Agreement, or to correct any scrivener's errors.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

When recorded return to:
City of Olympia
PO Box 1967
Olympia, WA 98507-1967

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA
AND WASHINGTON CONSOLIDATED TECHNOLOGY SERVICES (WaTech) AN
AGENCY OF THE STATE OF WASHINGTON FOR FIRE PROTECTION SERVICES
CTS Contract Number 19-134**

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties;

WHEREAS, the State of Washington and the City of Olympia have entered into a series of contracts since 1993 providing for the State of Washington to pay its fair share of costs for fire protection services for state buildings or facilities located within the City of Olympia; and

WHEREAS, since 1993 a fire protection services agreement was the product of good faith negotiations between the Washington State Department of Enterprise Services (DES) on behalf of a variety of State agencies and the City of Olympia; and

WHEREAS, RCW Chapter 43.105 establishes an agency for the State of Washington known as the Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," and that said State agency has entered into a fire protection services agreement with the City of Olympia following the agency's creation by ESSB 5931, Laws of 2011, Chapter 43, Section 801, June 15, 2011;

WHEREAS, negotiations with the State have produced a formula for computing the State's share of the City of Olympia Fire Department's budget, representing total square footage of State-owned buildings or facilities located within the City; and

WHEREAS, various state agencies located within the municipal limits of the City of Olympia through the Washington State Department of Enterprise Services have negotiated with the City of Olympia for fire protection service agreements annually; and

WHEREAS, the City of Olympia and the Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," had negotiated a fire protection services agreement for July 1, 2018 through June 30, 2019 to protect said agency's facilities; and

WHEREAS, the amount set forth below for Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," represents its cost for the July 1, 2019 through June 30, 2020 fire protection services agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City of Olympia and Washington State Consolidated Technology Services, also known as Washington Technology Solutions or "WaTech," agree as follows:

I. Purpose

The purpose of this Agreement is for the **City of Olympia** to provide fire protection services for **Washington State Consolidated Technology Services**, also known as Washington Technology Solutions or "WaTech," as set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

In 2007, the Legislature authorized the Department of Information Services to lease develop or lease purchase a new office building and certain other facilities on the "Wheeler Block" in Olympia. Rather than authorize the issuance of bonds to finance a project to be developed by the state, the Legislature authorized DIS to enter into a financing contract for a project to be privately developed.

WaTech is the lease-holder of the space at 1500 Jefferson Street. FYI Properties, a non-profit formed by the National Development Council is the owner of the facilities at 1500 Jefferson Street. FYI Properties is a non-profit entity that assisted WaTech, formally known as Department of Information Services, in entering into a tax exempt lease/leaseback financing structure - sometimes referred to as a "63-20 financing and delivery method."

63-20 financings were first approved by the Internal Revenue Service in 1963. Under the 63-20 structure, 63-20 bonds are issued by a nonprofit corporation on behalf of the public agency pursuant to a trust indenture with a bank trustee. This issuance by the nonprofit differentiates the 63-20 financing from COPs, where the public entity is the issuer. The 63-20 bond proceeds are deposited in a project fund held by the trustee and used to finance the capital improvements (undertaken by the nonprofit corporation) that are leased to the public agency.

The nonprofit corporation, often through a private development company, designs and builds the project. The project may be operated and maintained either by the public agency itself under the lease from the nonprofit corporation or by the nonprofit corporation through a management contract with a private management firm. Title to the project typically is held by the nonprofit during the life of the bonds. Title to the improvements is transferred to the public agency at lease maturity when the bonds issued by the nonprofit corporation are retired.

Consolidated Technology Services entered into a thirty-year financing contract with FYI Properties. Wright Runstad & Company also manages the building on behalf of FYI Properties. FYI Properties issued tax-exempt bonds in an amount sufficient to pay for design, construction and financing of the building. Wright Runstad & Company made draws from FYI Properties to pay for construction costs during the construction period. Upon completion of the construction, FYI Properties will "lease-back" all Project improvements to WaTech. At the end of the thirty-year lease term, FYI Properties will convey title to the building back to WaTech.

Since 2011, WaTech has explored whether or not it has both the statutory authority and an allocation to pay the contract for Fire Services. DES paid for the building in the past on behalf of WaTech without authorization. In a good faith effort to resolve the question of authority to pay fire protection services under RCW 52.30.020, WaTech paid for one year of fire service in the past as well. Because of the nature of the financing contract at issue, WaTech is concerned it lacks authority under RCW 52.30 since 1500 Jefferson Street is not a State Owned building, however, WaTech would like to recompense the City in order to maintain services and preserve the building as it has a long-term leasehold interest and will be the ultimate owner. As such, it is entering this agreement as an alternative mechanism for payment under its authority of RCW 43.105.

II. Scope of Agreement

The **City of Olympia** shall do all things reasonable and necessary to provide fire protection services for the **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," as outlined in **Exhibit "A"** in the same manner as the **City of Olympia** provides fire protection services to other State agencies or establishments located within the **City of Olympia**.

The **City of Olympia** Fire Chief shall be responsible for management of the fire protection services provided herein. The Fire Chief shall be the contact person for all communication regarding any work under this Agreement. Any requests for records or documents or any other inquiries by **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," shall be submitted to the Fire Chief.

III. Consideration

Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," shall pay to the **City of Olympia** the amount of **Ninety-One Thousand One Hundred and Eight Dollars and Zero Cents (\$91,108.00)** for fire protection services under this Agreement for the period starting July 1, 2019 through June 30, 2020.

Costs will be billed by as outlined in Section **V. Billing/Payment Procedures**.

IV. Records Maintenance

The **City of Olympia** shall maintain all budget documents and other records required by law which reflect the costs of fire protection services provided by the City. These documents and records shall be subject to inspection or review by **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," or any other entity so authorized by law.

V. Billing/Payment Procedures

The **City of Olympia** will invoice **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," quarterly in July, October, January and April, per the Billing Schedule below, on or before the 10th of the quarter month (July, October, January and April), except where past payments are due, in which event the **City of Olympia** will invoice for all prior unpaid quarterly installments. **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," will pay the **City of Olympia** within thirty (30) days of receipt of properly executed invoice.

Annual Billing Schedule				
Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	Fiscal Year Total
July \$22,777.00	October \$22,777.00	January \$22,777.00	April \$22,777.00	Total \$91,108.00

VI. Indemnification & Insurance

Washington State Consolidated Technology Services agency, also known as Washington Technology Solutions or "WaTech," and the **City of Olympia** each agree to defend, indemnify and hold the other, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with each entity's respective performance of its responsibilities under this Agreement, except to the extent such injuries and damages are caused by the sole negligence of the other party.

VII. Agreement Alterations and Amendments

The **City of Olympia** will provide written notification to the Department of Commerce, and **Washington State Consolidated Technology Services** agency, also known as Washington Technology Solutions or "WaTech," as required by RCW 35.21.779, of the **City of Olympia's** intent to contract for fire protections services in future years. **Washington State Consolidated**

Technology Services agency, also known as **Washington Technology Solutions** or "**WaTech**," and the **City of Olympia** may mutually amend this Agreement at any time. Such amendments shall not be binding unless they are in writing and signed by authorized representatives of **Washington State Consolidated Technology Services** agency, also known as **Washington Technology Solutions** or "**WaTech**," and the **City of Olympia**, or their respective designees.

VIII. Duration of Agreement

This Agreement shall commence on July 1, 2019 and shall continue through June 30, 2020, unless terminated sooner as provided herein.

IX. Termination of Agreement

This Agreement may be terminated by either party upon sixty (60) days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement rendered prior to the effective date of termination.

X. Disputes

If a dispute arises under this Agreement, it shall be determined by a Dispute Resolution Board comprised of individuals selected in the following manner: one person shall be appointed to the Dispute Resolution Board by the agency director of **Washington State Consolidated Technological Services** agency, also known as **Washington Technology Solutions** or "**WaTech**," and one person shall be appointed by the City Manager of the **City of Olympia**. Both board members so appointed shall jointly appoint a third member to the Dispute Resolution Board. If the two appointed members of the Dispute Resolution Board cannot agree on a third member of the Dispute Resolution Board, then any party to this Agreement can ask that a third member of the Dispute Resolution Board be appointed by a judge of the Thurston County Superior Court. The Dispute Resolution Board, once three members have been appointed, shall evaluate the dispute and make a determination based on submittals of both parties to this Agreement, a majority of the Dispute Resolution Board issuing its decision. Dispute resolution shall be attempted prior to filing any action in court.

XI. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by the **City of Olympia** and the **Washington State Consolidated Technology Services** agency, also known as **Washington Technology Solutions** or "**WaTech**," and supersedes any and all prior agreements oral or otherwise, with respect to the subject matter addressed herein.

XII. Severability

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of this Agreement, or application of the provision to other persons or circumstances shall be unaffected.

XIII. Recording

This Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

XIV. Notice

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service:

City of Olympia

Attn: Fire Chief
City of Olympia
PO Box 1967
Olympia, WA 98507-1967

**Washington State Consolidated Technology Services agency,
also known as Washington Technology Solutions or "WaTech"**

Attn: Wendi Gunther, Chief Financial Officer
Washington Consolidated Technology Services (WaTech)
1500 Jefferson Street SE
PO Box 41501
Olympia, WA 98504-1501

XV. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this Agreement shall be in the Superior Court of Thurston County, State of Washington.

XVI. Effective Date


This Agreement shall take effect as of July 1, 2019, and shall end June 30, 2020.

CITY OF OLYMPIA

Steven R. Hall, City Manager

Date: _____

**Washington State Consolidated
Technical Services, "WaTech"**



Tim Gallivan, Chief Financial Officer

Date: 6/4/2019

Approved as to form:

Maui Barker

City Attorney

Exhibit A

Tenant	Address of Building
WaTech	1500 Jefferson Office/parking Jefferson Building Data Halls Jefferson Building Utility Total square footage, 485,918



City Council

Approval of a Resolution Stating the Intent of the City of Olympia to Work with Thurston County and Other Jurisdictions to Create an Interlocal Agreement for Disaster Recovery

Agenda Date: 7/9/2019
Agenda Item Number: 4.G
File Number: 19-0559

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

Title

Approval of a Resolution Stating the Intent of the City of Olympia to Work with Thurston County and Other Jurisdictions to Create an Interlocal Agreement for Disaster Recovery

Recommended Action

Committee Recommendation:

Not referred to a committee

City Manager Recommendation:

Move to approve the resolution stating the City of Olympia's intent of work with Thurston County and other jurisdictions to create an interlocal agreement covering disaster recovery.

Report

Issue:

Whether to approve the resolution encouraging the City to work towards a disaster recovery interlocal agreement with Thurston County and other jurisdictions.

Staff Contact:

Greg Wright, Fire Chief, Olympia Fire Department, 360.753.8466

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Following an Emergency Management Training held in Ocean Shores in February 2019, the direction from a number of elected and appointed leaders was that the community should have a dedicated Disaster Recovery Process. Emergency Manager Greg Wright, Assistant City Manager Jay Burney and City Councilmember Renata Rollins, among others representing the City, concur with the idea. The desired outcome of this resolution is to encourage all jurisdictions and Thurston County to work towards the creation of an interlocal agreement defining a formal disaster recovery process for the community. A countywide work group will be formed later this year to begin the process of refining a

“process” for disaster recovery. That work group will further define the mission, scope and needs of such a process. This resolution supports the formation of the work group and their mission to make Olympia and Thurston County more resilient following a disaster.

Thurston County Emergency Management wrote the original resolution, and it is being signed by the Thurston County Board of County Commissioners.

The Olympia version of the resolution has been slightly modified to convey the same intent as the original, pledging the support of the City of Olympia.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Approve the resolution stating the City of Olympia’s intent of work with Thurston County and other jurisdictions to create an interlocal agreement covering disaster recovery.
2. Do not approve the resolution stating the City of Olympia’s intent of work with Thurston County and other jurisdictions to create an interlocal agreement covering disaster recovery.

Financial Impact:

None

Attachments:

Resolution

RESOLUTION NO. _____

A RESOLUTION TO WORK WITH OTHER GOVERNMENTAL ENTITIES IN THURSTON COUNTY TO DRAFT AN INTERLOCAL AGREEMENT THAT OUTLINES A REGIONAL AND COOPERATIVE RECOVERY APPROACH IN RESPONSE TO A MAJOR OR CATASTROPHIC DISASTER.

WHEREAS, the City of Olympia and Thurston County each have experienced disasters in the past, and scientific evidence indicates that the county remains vulnerable to natural and human-caused disasters in the future; and

WHEREAS, the Pacific Northwest is vulnerable to many forms of catastrophic disasters; and

WHEREAS, recovery timeframes from disasters can be significantly reduced through cooperative government preparation in advance of any event; and

WHEREAS, the Interlocal Cooperation Act, found in chapter 39.34 of the Revised Code of Washington, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage; and

WHEREAS, recovery in specific areas of Thurston County will benefit from funding a regional and cooperative effort; and

WHEREAS, the citizens and businesses of the city and county should be informed about the cooperative regional recovery mission;

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

The Olympia City Council does hereby resolve that the City of Olympia will join together with other jurisdictions in Thurston County to draft and bring to Council an Interlocal agreement that outlines a joint and cooperative effort for major or catastrophic disaster recovery for the region.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY



City Council

Approval of a Resolution Authorizing an Interlocal Agreement with Intercity Transit for a Traffic Signal on Martin Way and Pattison Street

Agenda Date: 7/9/2019
Agenda Item Number: 4.H
File Number: 19-0561

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

Title

Approval of a Resolution Authorizing an Interlocal Agreement with Intercity Transit for a Traffic Signal on Martin Way and Pattison Street

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing an Interlocal Agreement with Intercity Transit for construction and cost sharing of a new traffic signal at Martin Way and Pattison Street and authorizing the City Manager to execute the Interlocal Agreement.

Report

Issue:

Whether to approve a resolution authorizing an Interlocal Agreement with Intercity Transit for a traffic signal.

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Intercity Transit is pursuing public improvements along the Martin Way and Pattison Street frontages as part of their transit facility expansion. City staff have also identified the need for additional pedestrian crossing safety improvements in this area. In December 2015, the City and Intercity Transit entered into a Development Agreement that addresses the construction of a new traffic signal at the intersection of Martin Way and Pattison Street. The Development Agreement identified the opportunity to partner and cost share on the design and construction of the traffic signal due to the

mutual benefits to both the City and Intercity Transit.

Construction of the frontage improvements and traffic signal is currently underway by Intercity Transit. In the attached Interlocal Agreement, the City agrees to a cost share of up to 50 percent of the costs related to the traffic signal and associated pedestrian crossing improvements. The maximum participation value of the City may not exceed \$400,000. Both Intercity Transit and City staff will review and approve the final cost of the completed improvements before payment by the City.

Neighborhood/Community Interests (if known):

City staff have received several requests from citizens for pedestrian crossing improvements near the Martin Way and Pattison Street intersection. Installation of a traffic signal will improve pedestrian crossing safety in this area.

Options:

1. Approve the resolution authorizing an Interlocal Agreement with Intercity Transit for construction and cost sharing of a new traffic signal at Martin Way and Pattison Street and authorizing the City Manager to execute the Interlocal Agreement. The City will support our transit partners in making important safety improvements along Martin Way.
2. Modify the resolution and terms of the Interlocal Agreement with edits desired by the Council. The Interlocal Agreement will need to go back to the Intercity Transit Authority for approval since they have already signed the Agreement.
3. Do not approve the resolution authorizing an Interlocal Agreement with Intercity Transit for a traffic signal. The City will not support our transit partners in the cost of the needed intersection safety improvements.

Financial Impact:

The maximum cost share paid by the City will be \$400,000. Funds for this project are available in Transportation's Capital Improvement Program.

Attachments:

Resolution
Interlocal Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND
INTERCITY TRANSIT SUPPORTING CONSTRUCTION AND COST SHARING OF A NEW
TRAFFIC SIGNAL AT MARTIN WAY AND PATTISON STREET IN OLYMPIA, WASHINGTON.**

WHEREAS, pursuant to the Interlocal Cooperation Act (RCW 39.34), governmental entities are authorized to make the most efficient use of their powers by cooperating with each other on a basis of mutual advantage for the provision of services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the City of Olympia (City) and Intercity Transit (a Municipal Corporation operating as a Public Transportation Benefit Area under RCW 36.57A) (Transit) wish to share the costs associated with the development of a new traffic signal system; and

WHEREAS, the City and Transit entered into a Development Agreement in December 2015 (AFN 4482282) addressing installation of a new traffic signal at Pattison Street SE and Martin Way (Development Agreement); and

WHEREAS, Section 9 of the Agreement addressed the opportunity to partner and cost share on the development and construction of the traffic signal and pedestrian crossing elements due to the mutual benefits to both parties; and

WHEREAS, the City has identified the need for additional pedestrian safety improvements on Martin Way; and

WHEREAS, Transit is pursuing the public improvements, including street lighting, sidewalk installation, separated bicycle facilities and intersection improvements in accord with the Agreement; and

WHEREAS, the City and Transit wish to work together and share costs to improve pedestrian safety at the intersection of Pattison Street SE and Martin Way as provided for under the Development Agreement;

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

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the City of Olympia and Intercity Transit for construction and cost sharing of a new traffic signal at Martin Way and Pattison Street.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement for construction and cost sharing of a new traffic signal at Martin Way and

Pattison Street, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the 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

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF OLYMPIA AND INTERCITY TRANSIT SUPPORTING
CONSTRUCTION AND COST SHARING OF A NEW TRAFFIC SIGNAL AT MARTIN
WAY AND PATTISON STREET IN OLYMPIA**

THIS INTERLOCAL AGREEMENT is entered into by and between the City of Olympia ("City") and Intercity Transit ("Transit"), herein referred to collectively as the "Parties."

WHEREAS, pursuant to the Interlocal Cooperation Act (RCW 39.34), governmental entities are authorized to make the most efficient use of their powers by cooperating with each other on a basis of mutual advantage for the provision of services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the City and Transit (a municipal corporation operating as a Public Transportation Benefit Area under RCW 36.57A) wish to share the costs associated with the development of a new traffic signal system; and

WHEREAS, the City and Transit entered into a Development Agreement in December 2015 (recorded under AFN 4482282) addressing installation of a new traffic signal at Pattison Street SE and Martin Way ("Development Agreement"); and

WHEREAS, Section 9 of the Development Agreement addressed the opportunity to partner and cost share on the development and construction of the traffic signal and pedestrian crossing elements due to the mutual benefits to both parties; and

WHEREAS, the City has identified the need for additional pedestrian safety improvements on Martin Way; and

WHEREAS, Transit is pursuing the public improvements including street lighting, sidewalk installation, separated bicycle facilities and intersection improvements in accord with the Development Agreement executed between Parties in December 2015; and

WHEREAS, the Parties hereto wish to work together and share costs to improve pedestrian safety at the intersection of Pattison Street SE and Martin Way as provided for under the Development Agreement;

NOW, THEREFORE, in consideration of the exchanges of the mutual promises contained herein, the Parties hereto agree as follows:

I. Scope of Agreement/Work

The Parties shall work together to complete the required design, utility relocation, signal improvements and all related intersection construction work as defined under the Development Agreement (Exhibit 1) between the Parties.

II. Costs

Transit assumes responsibility for all contracted work and all costs associated with work under this Agreement. The City agrees to a cost share of up to 50% of the cost of the portion of work related to the development of the traffic signal and pedestrian crossing improvements related to the intersection work; provided, however, the maximum participation value of the City may not exceed Four Hundred Thousand and no/100 Dollars (\$400,000). The Parties shall review and approve final cost share documentation and amount prior to any invoice and payment by City.

III. Method of Payment

City shall provide payment to Transit based on the cost share as agreed following acceptance of the cost share documentation.

IV. Indemnification

Each party to this Agreement is responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement is responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

V. No Separate Entity Created

This Agreement creates no separate legal entity.

VI. Duration of Agreement

This Agreement is effective on the date of the last signature affixed hereto and terminates upon completion of the tasks necessary to accomplish the purpose of the Agreement, unless sooner terminated by the Parties as provided herein. This Agreement may be terminated at any time by mutual agreement of the Parties. Nothing in this Agreement modifies the terms of the recorded Development Agreement between the Parties.

VII. Default

If either of the Parties fails to perform its obligations, and after such failure continues to be remiss in the obligations for a period of twenty (20) days upon having received written notice of same, such Party is in default hereunder. Upon such default, the other Party hereto may exercise any remedies provided by law. If legal action is necessary to enforce the provisions of this Agreement, the prevailing Party is entitled to receive such sums as the court may determine, including reasonable attorney's fees and such costs as are incurred in the maintaining such cause of action.

VIII. Interpretation and Venue

This Agreement is governed by the laws of the State of Washington as to interpretation and performance. Venue for enforcement of any provisions is the Superior Court of Thurston County.

IX. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by the Parties and supersedes any and all prior agreements, oral or otherwise, with respect to the specific subject matter addressed herein.

X. Recording

Prior to its entry into force, each party shall post a copy of this Agreement on its website as provided by RCW 39.34.040.

XI. Notice

Any notice required under this Agreement must be to the Party at the address listed below and shall become effective three (3) days following the date of deposit with the United States Postal Service.

CITY OF OLYMPIA:

Attn: Mark Russell, P.E.
Deputy Director of Public Works
PO Box 1967
Olympia, WA 98507-1967

INTERCITY TRANSIT:

Attn: Ann Freeman-Manzanares
General Manager
526 Pattison St, SE
Olympia, WA 98501

This Agreement is hereby entered into between the Parties and s takes effect on the date of the last authorizing signature affixed hereto.

CITY OF OLYMPIA

Steven R. Hall
City Manager

Date: _____

Approved as to Form:

Deputy City Attorney

INTERCITY TRANSIT

Ann Freeman-Manzanares
General Manager

Date: June 20, 2019

Approved as to Form:

Title: _____

City of Olympia
Community Planning & Development Department
P.O. Box 1967
Olympia, WA 98507-1967

Document Title(s) 1. INTERLOCAL DEVELOPMENT AGREEMENT
Reference Number(s) of Document (Auditor's number of previously recorded document, if applicable) – on page of attached document
Grantor(s) (last name first, then first name and initials) 1. INTERCITY TRANSIT Additional names are on page of attached document
Grantee(s) last name first, then first name and initials) 1. OLYMPIA, CITY OF Additional names are on page of attached document
Description FOR INTERCITY TRANSIT PATTISON REHABILITATION AND EXPANSION PROJECT (CPD FILE #15-0137) Additional legal is on page of attached document
Assessor's Property Tax Parcel Number 34202500100
Address: 526 PATTISON ST SE



**INTERLOCAL DEVELOPMENT AGREEMENT FOR
INTERCITY TRANSIT PATTISON REHABILITATION AND EXPANSION PROJECT**

THIS DEVELOPMENT AGREEMENT (hereinafter "Agreement") is between Intercity Transit, a Washington municipal corporation, hereinafter referred to as "Transit", and the City of Olympia, a Washington municipal corporation, hereinafter referred to as "City."

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of development agreements between local governments and property owners under the conditions contained in RCW Chapter 36.70B; and

WHEREAS, Transit and City are both municipal corporations and can enter into interlocal agreements pursuant to RCW Chapter 39.34; and

WHEREAS, Transit is the owner of that property described in Exhibits 5 and 6 attached hereto, referred to as Development Property; and

WHEREAS, Transit plans to rehabilitate and expand its Maintenance and Operation Facility to provide public transit options, assist local partners' in compliance with the Growth Management Act and Comprehensive Plan, replace its underground storage tanks for safe and efficient operation, and to serve a regional emergency response role; and

WHEREAS, Transit and the City both benefit by agreement on development standards and definition of Project parameters; and

WHEREAS, the intent of this Agreement includes, but is not limited to, providing certainty for Transit regarding applicable City development regulations and ordinances; and includes a determination that the current City regulations and ordinances in place on the effective date of this Agreement shall apply to this Project for the duration of this Agreement;

NOW THEREFORE, in consideration of the mutual promises and benefits contained herein, the City and Transit agree that the Pattison Rehabilitation and Expansion Project ("Project") shall be consistent with the following development standards:

1. **Term.** The Term of this Agreement shall commence on the effective date of the Resolution approving this Agreement ("Effective Date") and shall continue in full force and effect for a period of Ten (10) Years unless amended by mutual agreement of the City and Transit, in the same manner and following the same procedures as required to adopt the original Agreement.

2. **Project Background**

Transit is located at 526 Pattison Street, SE, in Olympia, Washington, which is legally described in Exhibit 6, and referred to as the southern parcel. Transit owns an adjacent parcel immediately to the north, which is legally described in Exhibit 5, and referred to as the northern parcel. Transit plans to rehabilitate existing facilities currently existing on its southern parcel and expand onto its northern parcel. The Project is being phased due to limited grant opportunities. In Phase 1 (Outlined in Exhibit 1) Transit will replace old single-walled underground storage tanks that are currently located on its southern parcel with new tanks on the adjacent northern parcel. In addition, Transit is rehabilitating the lubricant room, upgrading an existing fuel dispensing station, adding paved parking, temporary sidewalk and crossing on the northern and southern parcels. Transit plans to construct Phase 1 as soon as permitting is complete. Phase 2 (Outlined in Exhibits 2 and 3) reflects additional rehabilitation to the existing facility and the expansion of the entire northern parcel with new access points on the northern parcel from Martin Way and Pattison.

3. **Property**

The Project Site is legally described in Exhibits 5 and 6, attached hereto and incorporated by this reference.

4. **Vested Rights**

During the term of this Agreement, in developing the Property consistent with the Project described herein, Transit is assured, and the City agrees, the development rights, obligations, terms and conditions specifically in this Agreement, are fully vested in Transit under the Existing Land Use Regulations and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the Exhibits hereto, or as expressly consented to by the City and Transit. This does not include any building or fire code that is state-mandated (See RCW 19.27.031), or any other regulations resulting from superseding state or federal law, impact fees, mitigation fees, or any other fees or charges, except as specifically described in this Agreement. Existing land use regulations means the ordinances adopted by the City Council of Olympia in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement construction standards, and specifications applicable to the development of the Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and development standards, SEPA, Concurrency Ordinance, the EDDS, and all other ordinances, codes, rules, and regulations of the City establishing standards in relation to the development of the Property; and the division of land, whether through the subdivision process, the binding site plan process, or otherwise. As noted above, this does not include any building or fire code that is state-mandated (See RCW 19.27.031); or any other

regulations resulting from superseding state or federal law impact fees, mitigation fees, or any other fees or charges, except as specifically described in this Agreement. Pursuant to OMC 18.53.010, this development agreement reserves authority by the City to impose new or different regulations to the extent required by serious threat to public health and safety.

5. Permitted Uses, Development Standards, & Phasing

Whether developed in one phase or a series of phases as anticipated, the following uses and standards shall be those in effect as of the effective date of this Agreement, whether set forth in this Agreement, or in the permits and approvals, if any identified herein and all Exhibits incorporated herein: (a) the permitted uses, (b) the density and intensity of use, (c) the maximum height and size of proposed buildings, (d) provisions for reservation and dedication of land, (e) as noted above, the existing Land Use Regulations relating to among other items, the construction, installation and extension of public improvements, (f) the EDDS, (g) critical areas regulations, and (h) development guidelines and standards for and applicable to the development of the Property. This does not include any building or fire code that is state-mandated (See RCW 19.27.031); any other regulations resulting from superseding state or federal law, impact fees, mitigation fees or any other fees or charges, except as specifically described in this Agreement.

6. Project Development Plans.

A. Project Development Plan Documents. Transit agrees to construct the Project consistent with the Plans attached as Exhibits 1 through 4, incorporated by reference, as approved in a final decision by the Director of Community Planning and Development. The following documents are incorporated into the Agreement:

- Exhibit 1: Phase 1 Site Plan (plus landscaping & Pattison sidewalk)
- Exhibit 2: Phase 2 Site Plan (A)
- Exhibit 3: Phase 2 Landscape Plan (B)
- Exhibit 4: Pattison Base Master Plan, Reissued in June 2010 (incorporated by reference)
- Exhibit 5: Northern Parcel Legal Description
- Exhibit 6: Southern Parcel Legal Description

B. Non-Substantive Modifications. Transit shall have the right to make minor modifications to the documents described in Section 4(A). Minor modifications shall not be considered substantive under this Agreement and will not require amendment to this Agreement so long as they comply with this section. Modifications shall not (1) increase the total number of buildings or increase the total number of buildings dedicated to a specific use, (2) include any changes that would increase the traffic impacts, (3) reduce required frontage improvements, or (4) fundamentally alter

the layout of the site plan, including but not limited to, the amount of landscaping, the size of the fuel station building, or the size of the buildings on the southern site, as determined by the City.

7. **Phases.** The Project is anticipated to be completed in two phases as identified in Exhibits 1 through 3. This does not preclude Transits' ability to partially rehabilitate existing facilities as identified in its Pattison Base Master Plan (reissued in June 2010) if necessary and funding is available. However, changes to other existing facilities identified in the Pattison Base Master Plan are not vested under this development agreement.
8. **Infrastructure.** The Parties agree that in Phase 1 construction, Transit will construct an asphalt ribbon sidewalk in the Pattison Road SE right of way, along the western property line of the northern parcel, as identified in Exhibit 1. Transit will install curb stops or another divider to separate parking space from the asphalt sidewalk in a form to be approved by the City of Olympia Director of Planning and Community Development. Transit will also install a pedestrian crossing across Pattison Street, where it intersects with Martin Way in a form and location to be approved by the City of Olympia Director of Planning and Community Development. As part of this Phase I work, Transit will dedicate right-of-way to the City along the western edge of the northern parcel, as depicted in Exhibit 1.
9. **Future Traffic Signal Installation.** Transit will install a traffic signal and pedestrian crossing at Pattison and Martin Way as part of Phase 2 construction. Because the traffic signal and crossing benefit both the City and Transit, the Parties agree to examine the potential cost share partnership on these items closer to the start of Phase 2.
10. **Tree Plan.** The north parcel expansion is 5.25 acres. The minimum Tree Density requirement is 30 Tree Units per acre ($30\text{TU} \times 5.25\text{ac}$) = 158 Trees Minimum. Intercity Transit agrees to plant 45 Trees, in addition to screening plants, along the perimeter as part of Phase 1 work. For Phase 2 Intercity Transit also agrees to either remove, retain or replant to achieve a total of 80 tree units. The Parties agree the 78 Tree Unit deficit from Phase 2 ($158\text{TU} - 80\text{TU} = 78\text{ Tree units}$) will be planted off site at an approved location or paid as a Fee in lieu of \$27,768 ($\$356/\text{Tree} \times 78\text{ Trees}$) into the City of Olympia Tree Fund at the time of Land Use Approval for Phase 2.

11. **Right of Way Improvements.**

With the exception of the right of way improvements identified to occur in Phase 1, all other right of way improvements on Martin Way and Pattison will occur in Phase 2.

The Parties agree that Transit is required to install a maximum of seventy percent (70%) frontage improvements along Transit property on Martin Way. The conceptual frontage improvements are reflected in Exhibits 1, 2 and 3.

12. **Transfer of Property.**

Transit retains the right to sell, transfer, convey, mortgage and otherwise encumber the parcels, as identified in Exhibits 4 and 5. Any action shall be expressly subject to the rights and obligations of this Agreement. This Agreement shall be binding upon and inure to the benefit of any subsequent owner.

13. **Default.**

Failure or delay by either party to perform any term or provision of this Agreement shall constitute a default of this Agreement. In the event of the alleged default or breach of any terms or conditions of this Agreement, the party alleging such breach shall give the other party not less than thirty (30) days' notice in writing specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the Party alleged to have breached shall not be considered in default for the purposes of termination of this Agreement.

After notice any Party to this Agreement may, at its discretion, institute dispute resolution proceedings. Dispute Resolution Proceedings means involving a third party in facilitating a discussion between Transit and the City to resolve any allegation of breach of this Agreement.

In addition to these remedies, the City may file an action to enforce this Agreement, the vested development codes, and to obtain penalties for any violations.

14. **Authority to Execute Agreement.**

A. Transit. By executing this Agreement, Transit represents and warrants that it has taken all necessary steps under its corporate governance to authorize this Agreement and that this Agreement shall be valid and binding for all purposes.

B. City. By executing this Agreement, the City represents and warrants

that it has taken all necessary steps that a non-charter code City is required to take in order to authorize the execution of this Agreement.

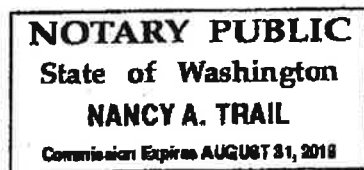
15. **Miscellaneous Provisions.**

- A. **Governing Law and Attorneys' Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. In the event either party shall bring an action to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and expenses incurred in connection with such action.
- B. **Amendments.** This Agreement may not be amended except upon the mutual consent of the parties in the same manner as the original Agreement was adopted. Consent may be withheld for any reason.
- C. **Headings.** The headings in this Agreement are inserted for convenience only and shall not affect the interpretations of this Agreement.
- D. **Waivers.** The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.
- E. **Severability.** If any provision of this Agreement or the application thereof to any party or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- F. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute the complete Agreement.
- G. **Entire Agreement.** This Agreement, together with Exhibits 1-6, constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.

Connie J. Cobb
Signature
Print Name: CONNIE J. COBB
NOTARY PUBLIC in and for the State of

I certify that I know or have satisfactory evidence that ~~Manzanares~~ ^{Ann Freeman-} signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of Intercity Transit to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 12/22/15



Signature _____
Print Name: NADY TRAM
NOTARY PUBLIC in and for the State of
Washington, residing at OLYMPIA
8/31/18
My commission expires _____

EXHIBIT 1

PHASE 1 SITE PLAN (including landscaping & Pattison sidewalk)

EXHIBIT 2

PHASE 2 SITE PLAN (A)

EXHIBIT 3

PHASE 2 LANDSCAPE PLAN (B)

EXHIBIT 4

**PATTISON BASE MASTER PLAN, REISSUED IN JUNE 2010
(incorporated by reference)**

EXHIBIT 5

NORTHERN PARCEL LEGAL DESCRIPTION

EXHIBIT 6

SOUTHERN PARCEL LEGAL DESCRIPTION

EXHIBITS 1-3

These exhibits do not meet Thurston County's recording requirements for legibility.

**To view or request a copy, please contact the
City of Olympia, City Clerk's Office at
360-753-8325, 601 4th Ave E, Olympia, WA.**

EXHIBIT 4

**PATTISON BASE MASTER PLAN (reissued June 2010)
(incorporated by reference)**

EXHIBIT 5

NORTH PARCEL LEGAL DESCRIPTION

Intercity Transit's north parcel, located at 3000 Martin Way E, Olympia, WA, 98501:

Parcel Number: 3420260000

Legal Description: ALL THE PART OF TRACTS 26 AND 27 OF BERRY FARMS ADDITION TO OLYMPIA LYING SOUTH OF THE RIGHT-OF-WAY CONVEYED TO THE STATE OF WASHINGTON FOR PRIMARY STATE HIGHWAY NO. 1 BY DEED DATED NOVEMBER 24, 1933 AND RECORDED IN VOLUME 146 OF DEEDS, PAGE 489, AS PER PLAT OF SAID ADDITION RECORDED IN VOLUME 8 OF PLATS, PAGE 28, RECORDS OF THURSTON COUNTY AUDITOR;

SITUATED IN THE CITY OF OLYMPIA, COUNTY OF THURSTON, STATE OF WASHINGTON.

EXHIBIT 6

SOUTH PARCEL LEGAL DESCRIPTION

Intercity Transit's south parcel, located at 526 Pattison St. SE, Olympia, WA, 98501:

Parcel Number: 34202500100

Legal Description:

Block 25 of Berry Farms Addition to Olympia, as recorded in Volume 8 of Plats, page 28.

That portion of Tract 24 of Berry Farms Addition to Olympia, as recorded in Volume 8 of Plats, page 28, and of Smith Donation Land Claim No. 42, Township 18 North, Range 1 W, W.M., described as follows: Beginning at the Northwest corner of Tract 24 of said Berry Farms Addition and running thence South 89 degrees 27' 00" East 611.965 feet, thence South 0 degrees 03' 58" West 210.92 feet, thence South 89 degrees 56' 02" West 220 feet, thence North 0 degrees 03' 58" East a distance of 105.46 feet, thence North 89 degrees 27' 00" West 391.96 feet, more or less, to the Easterly line of Pattison Street, thence North along said Easterly line 105.46 feet, more or less, to the point of beginning; EXCEPT road.



City Council

Approval of an Ordinance Amending the Comprehensive Plan to Modify Policy Related to Greenhouse Gas Emissions Reductions

Agenda Date: 7/9/2019
Agenda Item Number: 4.I
File Number: 19-0564

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

Title

Approval of an Ordinance Amending the Comprehensive Plan to Modify Policy Related to Greenhouse Gas Emissions Reductions

Recommended Action

Committee Recommendation:

The Land Use and Environment Committee and the Planning Commission recommend approval of the attached ordinance amending the Comprehensive Plan to modify policy PN 8.1, related to greenhouse gas emissions reductions, of the Natural Environment chapter.

City Manager Recommendation:

Move to approve the ordinance amending the Comprehensive Plan to modify policy PN 8.1, related to greenhouse gas emissions reductions, of the Natural Environment chapter on first reading and forward to second reading.

Report

Issue:

Whether to approve a Comprehensive Plan Amendment to modify policy PN 8.1, related to greenhouse gas emissions reductions, of the Natural Environment chapter.

Staff Contact:

Joyce Phillips, Senior Planner, Community Planning and Development, 360.570.3722

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The City of Olympia adopted a greenhouse gas (GHG) emission reduction goal in its 2014 Comprehensive Plan. The City's goal was developed to reflect the GHG emission reduction goal of the *Sustainable Thurston* plan, which was approved in late 2013. Both goals were reflective of the North America 2050 coalition and the State of Washington emission reduction provisions adopted in state law (70.235.020 RCW). Other jurisdictions in Thurston County adopted similar but different goals.

Sustainable Thurston recommended that a Climate Action Plan be developed. In 2018 the City entered into an Interlocal Agreement with the Thurston Regional Planning Council (TRPC), Thurston County, and the Cities of Lacey and Tumwater to develop a regional climate mitigation plan. Phase 1 of the project included a review of each participating jurisdiction's varying climate policies and emission targets. As a result, a recommendation to adopt a common region-wide emissions reduction target, using 2015 as the base year instead of 1990, was made.

The change in base year was proposed because inventories developed after 1990 provide a more accurate accounting of emissions. Essentially, there is better data for the 2015 base year than what exists for 1990. As a result of changing the base year, the overall percentage of reduction proposed by the end year of 2050 has been increased (from 80 percent to 85 percent). The effect of increasing the percentage based on the change in base year used is that the amount of reduced emissions is essentially the same outcome.

Having a shared base year and shared GHG emissions reduction goal will allow the partnering jurisdictions to work more fully in cooperation as we move, as a region, toward this goal.

At the end of the Phase 1 work, each of the jurisdictions agreed to the shared GHG emissions reduction goal. On October 16, 2018, the Olympia City Council passed Resolution M-1976, adopting the common targets to reduce community-wide GHG emissions and committing to continuing the work to develop the regional climate mitigation plan. Phase 2 of the regional mitigation planning process, which is the development of the Thurston Regional Climate Mitigation Plan, began in January 2019.

The attached ordinance includes a "bill format" proposal of the changes to Policy PN8.1 of the Natural Environment Chapter of the Comprehensive Plan.

Neighborhood/Community Interests (if known):

The City of Olympia has a diverse population, with many who care deeply about climate change and other environmental issues. The City of Olympia has a longer history than most jurisdictions when it comes to addressing issues like environmental protection, sustainability, climate change, and sea level rise. More opportunity for public involvement and participation will occur as the climate mitigation plan is developed. In regard to the proposal to amend the policy text in the Comprehensive Plan, only one public comment has been received.

Options:

1. Approve the ordinance adopting the proposed Comprehensive Plan Amendment, as proposed.
2. Approve the ordinance adopting the proposed Comprehensive Plan Amendment, as modified by the Council.
3. Do not approve the ordinance adopting the proposed Comprehensive Plan Amendment.

Financial Impact:

None - Annual processing of any city-proposed annual comprehensive plan amendments is included in the base budget.

Attachments:

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

Ordinance

Planning Commission recommendation

State Agency Letter of Support

Ordinance No.

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING
POLICY PN8.1 OF THE NATURAL ENVIRONMENT CHAPTER OF THE OLYMPIA
COMPREHENSIVE PLAN.**

WHEREAS, an application to amend Policy PN8.1 in the Natural Environment Chapter of the Olympia Comprehensive Plan (the Proposed Amendment) was submitted for the City Council's consideration in 2019; and

WHEREAS, on January 22, 2019, the City Council approved advancing the Proposed Amendment to the Olympia Planning Commission for further review, consideration, and public hearing; and

WHEREAS, on February 22, 2019, the Proposed Amendment was sent to the Washington State Department of Commerce Growth Management Services with the Notice of Intent to Adopt a Comprehensive Plan Amendment as required by RCW 36.70A.106, and no comments were received from state agencies during the 60-day comment period; and

WHEREAS, the City of Olympia Responsible Official under the State Environmental Policy Act (SEPA), determined the Proposed Amendment is categorically exempt under SEPA, pursuant to Washington Administrative Code Section 197-11-800(19)(b); and

WHEREAS, on March 4, 2019, notice of the Proposed Amendment was provided to all recognized Neighborhood Associations with the City of Olympia pursuant to Chapter 18.78, Public Notification, of the Olympia Municipal Code; and

WHEREAS, on April 25, 2019, a legal notice was published in *The Olympian* newspaper regarding the date of the Olympia Planning Commission's public hearing on the Proposed Amendment; and

WHEREAS, on May 6, 2019, the Olympia Planning Commission received a briefing on the proposal to amend Policy PN8.1 in the Natural Environment Chapter of the Olympia Comprehensive Plan (the Comprehensive Plan), which establishes greenhouse gas emission reduction targets, prior to opening the public hearing; and

WHEREAS, on May 6, 2019, the Olympia Planning Commission held a public hearing on the proposal and deliberated the Proposed Amendment; and

WHEREAS, following the public hearing and deliberations, on May 6, 2019, the Planning Commission provided to the City Council its recommendation to amend Policy PN 8.1 of the Olympia Comprehensive Plan as proposed; and

WHEREAS, the Proposed Amendment is consistent with the Comprehensive Plan and is specifically proposed for consistency with the Regional Climate Mitigation Plan currently under development in partnership with adjacent jurisdictions, with shared emission reduction targets as agreed upon and as approved by the Olympia City Council in Resolution M-1976 on October 16, 2018; and

WHEREAS, the Proposed Amendment does not change the goals, policies, or maps of the Comprehensive Plan; and

WHEREAS, the Proposed Amendment meets the goals and requirements of the Washington State Growth Management Act; and

WHEREAS, the Proposed Amendment has been reviewed pursuant to the Olympia Comprehensive Plan Amendment Process outlined in Chapter 18.59 of the Olympia Municipal Code; and

WHEREAS, Chapters 35A.63 and 36.70A RCW and Article 11, Section 11 of the Washington State Constitution authorize and permit the City to adopt this Ordinance; and

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

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

Section 1. Amendment of Olympia Comprehensive Plan Text. Policy PN8.1 of the Natural Environment Chapter of the Olympia Comprehensive Plan is hereby amended to read as follows:

PN8.1

Participate with local and state partners in the development of a regional climate action plan aimed at reducing greenhouse gases by ~~25 percent of 1990 levels by 2020~~, 45 percent ~~below 2015~~ of 1990 levels by ~~2035~~2030 and ~~80 by 85 percent below 2015~~ of 1990 levels by 2050.

Section 2. Olympia Comprehensive Plan. Copies of the Olympia Comprehensive Plan are and shall be retained on file with the office of the City Clerk.

Section3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section4. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section5. Effective Date. This Ordinance shall take effect five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED

Olympia Planning Commission

May 6, 2019

Olympia City Council
601 – 4th Avenue East
PO Box 1967
Olympia, WA 98507

Dear Mayor Selby and City Councilmembers:

The Olympia Planning Commission (OPC) is pleased to provide its recommendation on the proposed Comprehensive Plan Amendment to amend Policy PN8.1 of the Natural Environment Chapter, regarding the reduction of greenhouse gas emissions (File # 19-0712).

The Planning Commission held a public hearing and completed its deliberations on May 6, 2019. The Commission finds the proposed Comprehensive Plan Amendment is consistent with the goals and policies of the Comprehensive Plan. The Commission recommends approval of the proposal, as requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Carole Richmond", with a large, stylized loop at the end.

Carole Richmond, CHAIR
Olympia Planning Commission



STATE OF WASHINGTON

DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

May 29, 2019

Ms. Joyce Phillips
Senior Planner
601 4th Avenue E
Post Office Box 1967
Olympia, Washington 98507-1967

RE: Proposed amendment to Goal PN8.1 in the Olympia Comprehensive Plan. Goal PN8.1 addresses the City's policy to reduce greenhouse gas emissions. The proposed change is to reflect the agreed upon regional greenhouse gas emission goal for the Cities of Olympia, Lacey, and Tumwater, Thurston County, and the Thurston Regional Planning Council.

Dear Ms. Phillips:

Thank you for sending Growth Management Services the proposed amendments to Olympia's comprehensive plan and development regulations that we received on February 22, 2019, and processed with Material ID No. 25814

We encourage and support your efforts to address climate change through greenhouse gas emission reduction policy in the venue of your comprehensive plan, especially in conjunction with the Cities of Lacey and Tumwater.

If you have any questions or concerns about our comments or any other growth management issues, please contact me at (360) 725.3045. We extend our continued support to the City of Olympia in achieving the goals of growth management.

Sincerely,

A handwritten signature in black ink that reads "Gary L. Idleburg".

Gary Idleburg
Senior Planner
Growth Management Services

GI:lw

cc: Mark McCaskill, AICP, Managing Director, Growth Management Services
David Andersen, AICP, Eastern Region Manager, Growth Management Services
Ike Nwankwo, Western Region Manager, Growth Management Services



City Council

Briefing on the Public Engagement Kick-off for the 2020 Budget

Agenda Date: 7/9/2019
Agenda Item Number: 6.A
File Number: 19-0613

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

Title

Briefing on the Public Engagement Kick-off for the 2020 Budget

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive a briefing on the kickoff of the *2020 Budget - Your Priorities* public engagement process.
Briefing only; no action requested.

Report

Issue:

Whether to receive a briefing and discuss the July 9 launch of *2020 Budget - Your Priorities*.

Staff Contact:

Debbie Sullivan, Director, Administrative Services, 360.753.8499
Stacey Ray, Senior Planner, Administrative Services, 360.753.8046

Presenter(s):

Debbie Sullivan, Director
Stacey Ray, Senior Planner

Background and Analysis:

2018 Community Conversation Informs the 2019 Budget

2018 was the first year the City of Olympia hosted a Community Conversation on Budget Priorities to inform the budget process. On Saturday, April 14, Mayor Cheryl Selby, and Councilmembers Jessica Bateman and Lisa Parshley, on behalf of the Finance Committee, hosted a conversation with 35 citizens who closely represented a demographic sample of our community, including citizens who typically do not participate in traditional City outreach and engagement processes.

The purpose was to listen to citizen's perspectives on the top priorities for the City so that the City Council could use those perspectives to inform the 2019 budget process. Outcomes from the

conversation met several important goals and purposes:

- Councilmembers received valuable input from community member perspectives not normally represented through traditional outreach means;
- Councilmembers were subsequently able to respond to the input received by allocating additional funds to top priority areas they heard from citizens; and
- Greater awareness and trust was fostered in City government.

Hosting the community conversation was piloted as part of the first full year of implementing the new annual Priorities, Performance, and Investment (PPI) Cycle. The PPI cycle includes gathering the community's priorities and evaluating our performance so we can adjust our investments as necessary to achieve the community's vision.

2019 Budget Engagement Approach to Inform the 2020 Budget

This year, staff will pilot another tool with the intent of reaching even more individuals using the City's online engagement tool, *Engage Olympia*. This will be an interactive virtual conversation called *2020 Budget - Your Priorities*. It is readily accessible to residents, and welcoming for people from a diversity of backgrounds, experiences and abilities.

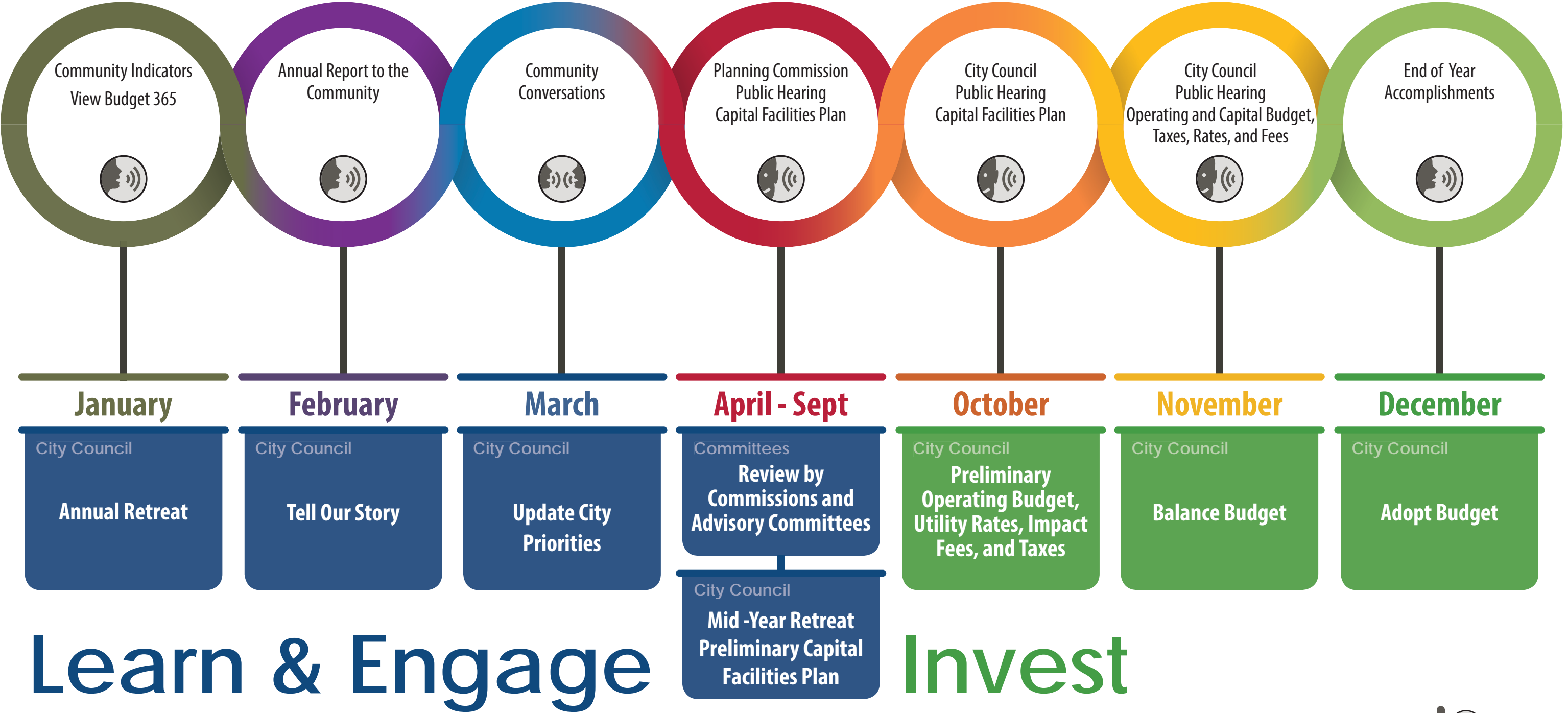
The City will provide information on how we budget, including introducing OpenGov as a user-friendly portal for learning more about the City's finances, and sharing the series of "We Budget Differently" videos to highlight how the PPI cycle helps guide City learning and decision-making. We will use the various *Engage Olympia* tools to encourage citizens to tell us their top priorities, and give citizens access to the 2019 Annual Report, *Onward*, through the tool's document library. The City Council will be able to hear directly from citizens and use that information to inform the 2020 budget.

In addition, we will be tracking participants to help target as closely as possible a demographic sample of our community, and will intentionally use outreach methods, invitations, and follow-up communication that will continue to build on the meaningful relationships and trust that was fostered at last year's Community Conversation.

The purpose of this agenda item is to officially kick-off the 2020 Budget -Your Priorities public engagement process. The *Engage Olympia* site will be live and ready for citizens to provide input on what priorities are most important to them as the City enters into the 2019 budget process.

Attachments:

Priorities, Performance, and Investments Cycle
2019 Virtual Budget Engagement Overview



Key

- Inform
- Involve
- Consult

Community Engagement on the 2020 Budget | OVERVIEW

WHAT	2019 Community Engagement to inform 2020 Budget Priorities	
PURPOSE	Listen to citizen’s perspectives on the top priorities for the City of Olympia, so that City Council can use those perspectives to inform the City’s budget.	
WHO	Olympia residents who responded to the 2017 citizen survey, and residents who register for <i>Engage Olympia</i> . We will strive to engage a demographic sample of our citizens—using targeted outreach to typically underrepresented residents as needed.	
WHEN	Launch: July 9, 2019 Close: August 9, 2019	
WHERE	Online: <i>Engage Olympia</i>	
HOW	We will replicate the community conversation model we piloted in 2018 using the City’s online engagement tool, <i>Engage Olympia</i> . The goal is to host an interactive virtual conversation that is readily accessible to residents, and welcoming for people from a diversity of backgrounds, experiences and abilities.	
INTENT	<p>The intent is to provide information on how we budget as a City, and use the various <i>Engage Olympia</i> tools and series of “We Budget Differently” videos to engage citizens in expressing their top priorities. City Council will be able to hear directly from citizens, and use that information to inform the budget decision-making process.</p> <p>In addition, we want this model will continue to build on the meaningful relationships and trust that was fostered at last year’s Community Conversation.</p>	
MORE INFO	Debbie Sullivan Director, Administrative Services dsullivan@ci.olympia.wa.us	Stacey Ray Senior Planner, Office of Performance and Innovation sray@ci.olympia.wa.us