



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, November 22, 2016

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

2.A [16-1300](#) Special Recognition - Senator Karen Fraser, 22nd District

2.B [16-1303](#) Special Recognition - Small Business Saturday Proclamation

Attachments: [Proclamation](#)

3. PUBLIC COMMUNICATION

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

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

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

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

4.A [16-1302](#) Approval of November 15, 2016 City Council Meeting Minutes

Attachments: [Minutes](#)

4.B [16-0846](#) Approval of Interlocal Agreement Between the City of Olympia and

Washington State Department of Enterprise Services (DES) for Fire Protection Services

Attachments: [Agreement](#)

4.C [16-1247](#) Approval of Draft City Council Annual Retreat Agenda and Logistics

Attachments: [Draft Council Retreat Agenda](#)

4.D [16-1269](#) Approval of Farmers Market Operations and Maintenance Agreement

Attachments: [Agreement](#)

4.K [16-1323](#) ADDED - Approval of Resolution Authorizing City Manager to Execute a Settlement Agreement in the lawsuit, Bernie's Garage and Adams Street Warehouse vs. City of Olympia, WSDOT, and LIHI.

Attachments: [Resolution](#)

4. SECOND READINGS

4.E [16-1217](#) Approval of an Ordinance Setting the Ad Valorem Tax for 2017 Collections

Attachments: [Ordinance](#)

[Presentation](#)

[Preliminary Estimated 2017 General Fund Revenue by Type](#)

4.F [16-1185](#) Approval of an Ordinance Appropriating \$1,347,150 for a Downtown Emergency Response Unit Pilot

Attachments: [Ordinance](#)

4.G [16-1210](#) Adoption of Ordinance to Amend Project Permit Application Content Lists (OMC 18.77) and Definitions (OMC 18.02.180)

Attachments: [Ordinance](#)

4. FIRST READINGS

4.H [16-1256](#) Approval of Amendment to Ordinance 7039 (Operating Budget)

Attachments: [Ordinance](#)

4.I [16-1257](#) Approval of Amendment to Ordinance 7040 (Capital Budget)

Attachments: [Ordinance](#)

4.J [16-1240](#) Approval of Ordinance Adopting Permanent Regulations for Cannabis Land Uses

Attachments: [Ordinance](#)

5. PUBLIC HEARING

5.A [16-1094](#) Public Hearing on the 2016 Engineering Design and Development

Standards (EDDS) Update

Attachments: [Ordinance](#)

[Website](#)

[Topics](#)

6. OTHER BUSINESS**6.A [16-1225](#) Approval of Poet Laureate for 2017-2019**

Attachments: [Application - Solomon-Minarchi](#)

[Reading - Solomon-Minarchi](#)

[Application - Markham](#)

[Reading - Markham](#)

6.B [16-1299](#) Continued Discussion on the 2017 Operating Budget and 2017-2022 Capital Facilities Plan (CFP) to Conclude with Balancing of the Operating Budget

Attachments: [Budget Balancing Recommendations](#)

7. CONTINUED PUBLIC COMMUNICATION

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

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

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



City Council

Special Recognition - Senator Karen Fraser, 22nd District

Agenda Date: 11/22/2016
Agenda Item Number: 2.A
File Number: 16-1300

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

Title

Special Recognition - Senator Karen Fraser, 22nd District

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize outgoing State Senator Karen Fraser for her advocacy for the City of Olympia and the entire 22nd District.

Report

Issue:

Whether to recognize outgoing State Senator Karen Fraser for her advocacy for the City of Olympia and the entire 22nd District.

Staff Contact:

Kellie Purce Braseth, Strategic Communication Director, 360.753.8361

Presenter(s):

Kellie Purce Braseth, Strategic Communication Director

Background and Analysis:

Senator Karen Fraser has served the 22nd District, which includes Olympia, Tumwater and northern Thurston County for 23 years and for six Senate terms. Senator Fraser has been a tireless advocate in the state legislature for the City of Olympia and Thurston County. She is in the recipient of the Association of Washington Cities' 2016 City Legislative Champion.

Attachments:

None



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

City Council

Special Recognition - Small Business Saturday Proclamation

Agenda Date: 11/22/2016
Agenda Item Number: 2.B
File Number: 16-1303

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

Title

Special Recognition - Small Business Saturday Proclamation

PROCLAMATION

WHEREAS, Olympia celebrates our local small businesses and the contributions they make to our local economy and community;

WHEREAS, according to the United States Small Business Administration, there are currently 28.8 million small businesses in the United States, which are responsible for 63 percent of net new jobs created over the past 20 years, and

WHEREAS, 89 percent of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue; and

WHEREAS, 87 percent of consumers in the United States agree that small businesses are critical to the overall economic health of the United States; and

WHEREAS, 93 percent of consumers in the United States agree that it is important for people to support the small businesses that they value in their community; and

WHEREAS, Olympia supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

WHEREAS, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday; and

NOW, THEREFORE, BE IT RESOLVED, that the Olympia City Council hereby recognizes November 26, 2016 as

SMALL BUSINESS SATURDAY

and encourages the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON, THIS 22nd DAY OF NOVEMBER 2016.

OLYMPIA CITY COUNCIL

***Cheryl Selby
Mayor***



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

City Council

Approval of November 15, 2016 City Council Meeting Minutes

Agenda Date: 11/22/2016
Agenda Item Number: 4.A
File Number: 16-1302

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

Title

Approval of November 15, 2016 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, November 15, 2016

7:00 PM

Council Chambers

1. ROLL CALL

Present: 7 - Mayor Cheryl Selby, Mayor Pro Tem Nathaniel Jones, Councilmember Jessica Bateman, Councilmember Jim Cooper, Councilmember Clark Gilman, Councilmember Julie Hankins and Councilmember Jeannine Roe

1.A ANNOUNCEMENTS

Mayor Selby announced the Council met earlier in a Executive Session and Closed Session.

[16-1297](#) ADDED: Special Recognition - Proclamation Confirming City of Olympia Values

The Mayor shared since last week's election, community members have expressed concern regarding coming changes in national government. Councilmembers read a proclamation regarding Olympia City values.

The recognition was received.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [16-1251](#) Special Recognition - 2016 Historic Preservation Awards

Associate Planner Michelle Sadlier introduced the Olympia 2016 Preservation Awards. The first award was presented to Sean Kirby for the restoration of the Trena and Leo Belsito house. The second award was presented to the Thurston, Lewis, Mason Central Labor Council who recently installed the Dignity in Labor sculpture honoring Olympia as a place of labor history.

The recognition was received.

3. PUBLIC COMMUNICATION

The following people spoke: Amy LaCroix, Seth Goldstein, Carol McKinley, Katherine Kegler, David Bellefeuille-Rice, Jim Reeves, Karma Reynoldson, Norman Griffin, CC Coates, Tom Nogler, James Romanello, Chris Van Dahlen and Karama Blackhorn.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

[16-1298](#) ADDED: Special Recognition - Olympia Charter for Compassion

During public communication, several local clergy asked the City Council to sign on to the Olympia Charter for Compassion.

Mayor Pro Tem Jones moved, seconded by Councilmember Bateman for the Olympia City Council to sign on to the Olympia Charter for Compassion.

Aye: 7 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Hankins and Councilmember Roe

4. CONSENT CALENDAR

4.A [16-1239](#) Approval of November 1, 2016 City Council Meeting Minutes

The minutes were adopted.

4.B [16-1264](#) Approval of November 7, 2016 Special Study Session Meeting Minutes

The minutes were adopted.

4.C [16-1218](#) Approval of Resolution Declaring a Substantial Need for Property Tax

The resolution was adopted.

4.D [16-1096](#) Approval of the Interlocal Agreement for Paramedic Services with Thurston County

The contract was adopted.

4.E [16-1255](#) Approval of Percival Landing Remedial Action Grant Agreement

The contract was adopted.

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

4.F [16-1210](#) Adoption of Ordinance to Amend Project Permit Application Content Lists (OMC 18.77) and Definitions (OMC 18.02.180)

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

4.G [16-1185](#) Approval of an Ordinance Appropriating \$1,347,150 for a Downtown Emergency Response Unit Pilot

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

Approval of the Consent Agenda

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

Aye: 7 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Cooper, Councilmember Gilman, Councilmember Hankins and Councilmember Roe

5. PUBLIC HEARING

5.A [16-0188](#) Public Hearing on the 2018-2023 Six-Year Transportation Improvement Program

Project Engineer David Smith walked through the highlights of the Six-year Transportation Improvement Program.

Mayor Selby opened the hearing at 9:07 p.m.

The following people spoke: Denise Pantelis and Bob Jacobs.

Mayor Selby closed the public hearing at 9:12 p.m.

The public hearing was held and closed.

5.B [16-1217](#) Public Hearing on the 2017 Ad Valorem Tax Ordinance

Fiscal Services Manager Dean Walz discussed the ad valorem tax ordinance.

Mayor Selby opened the public hearing at 8:00 p.m.

The following person spoke: Bob Jacobs

Mayor Selby closed the public hearing at 8:03 p.m.

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

5.C [16-1227](#) Public Hearing on the 2017 City of Olympia Operating Budget

Administrative Services Director Jane Kirkemo gave a brief overview of the 2017 preliminary operating budget.

Mayor Selby opened the hearing at 8:17 p.m.

The following people spoke: R. Peggy Smith, Angie Warner Rine, Phil Schulte, Jeff Thomas, Steve Langer, Renata Rollins, Audrey Henley, Ella Pultinas and Bob Jacobs.

Mayor Selby closed the hearing at 8:40 p.m.

The public hearing was held and closed.

5.D [16-1228](#) Public Hearing on the 2017-2022 City of Olympia Capital Facilities Plan (CFP)

Ms. Kirkemo gave an overview of the 2017 Capital Facility Plan.

Mayor Selby opened the public hearing at 8:55p.m.

The following person spoke: Bob Jacobs

Mayor Selby closed the public hearing at 8:56p.m.

The public hearing was held and closed.

6. OTHER BUSINESS - None

7. CONTINUED PUBLIC COMMUNICATION

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

Earlier in the meeting, Councilmember Bateman asked staff to assist in bringing forward referrals to the General Government Committee to review guidelines regarding sanctuary cities, anti-islamaphobia and anti-conversion therapy.

Councilmember Cooper moved, seconded by Councilmember Gilman, to refer the sanctuary city guidelines review to the General Government Committee immediately without using the written form. The motion failed by the following vote:

Aye: 2 - Councilmember Cooper and Councilmember Gilman

Nay: 5 - Mayor Selby, Mayor Pro Tem Jones, Councilmember Bateman, Councilmember Hankins and Councilmember Roe

8.B CITY MANAGER'S REPORT AND REFERRALS

City Manager Steve Hall reported Community Planning and Development Director Keith Stahley will have an editorial in this coming Sunday's issue of The Olympian.

9. ADJOURNMENT

Mayor Selby adjourned the meeting at 9:29p.m.



City Council

Approval of Interlocal Agreement Between the City of Olympia and Washington State Department of Enterprise Services (DES) for Fire Protection Services

Agenda Date: 11/22/2016
Agenda Item Number: 4.B
File Number: 16-0846

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

Title

Approval of Interlocal Agreement Between the City of Olympia and Washington State Department of Enterprise Services (DES) for Fire Protection Services

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approval and authorize the Mayor to sign the Interlocal Agreement negotiated between the City of Olympia (City) and the State of Washington Department of Enterprise Services (DES) for Fire Protection services for the July 1, 2016 to June 30, 2017 fiscal year.

Report

Issue:

Whether to approve the Interlocal Agreement written to address Fire Protection services and billing of the State during the July 1, 2016 to June 30, 2017 fiscal year, as is allowed per RCW 35.21.779.

Staff Contact:

Greg Wright, Deputy Fire Chief, 360.753.8466
Shelley Flaherty, Line of Business Director, 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, 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 contract for the 2016-2017 fiscal year is unchanged from the 2015-2016 fiscal year.

The building at 1500 Jefferson, occupied by Washington State Consolidated Technology Services (WaTech), chose to negotiate separately from DES for their building on the Capitol Campus. The 1500 Jefferson building is included in the calculation used to determine the amount of State property in the City.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Approve the Interlocal Agreement: Accept the terms of the Interlocal Agreement and authorize for the Mayor's signature to execute this Interlocal.

2. Do not approve the Interlocal Agreement and send it back to staff: Expected revenues for the 2016 to 2017 fiscal year from the State may not be collected as anticipated.

Financial Impact:

The city will receive \$1,031,912.70 from DES during the 2016-2017 fiscal year. Additionally, under a separate contract, the City will receive another \$82,825.01 from Washington State Consolidated Technology Services (WaTech), a building also on the State Campus, bringing the total reimbursement to the City of Olympia for Fire Protection of State buildings to \$1,114,837.71.

Attachment:

Interlocal Agreement

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

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 2016-2017 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, 2016 through June 30, 2017: and

Whereas, the amount set forth below for Washington State Department of Enterprise Services represents the state's share of costs for the 2016-2017 Fire Protection Agreement; and

Whereas, said amount is a fair 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 inquires 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, 2016, and be completed on June 30, 2017.

4. CONSIDERATION

The State of Washington agencies listed in Section 5, *Billing and Payment Procedures* shall collectively pay the CITY the amount of \$1,031,912.70 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 \$1,031,912.70 for the 2016-2017 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	Qtr 1 July	Qtr 2 October	Qtr 3 January	Qtr 4 April	Fiscal Year Total
Enterprise Services *	\$221,072.07	\$221,072.07	\$221,072.07	\$221,072.08	\$908,288.29
SPSCC	26,670.10	26,670.10	26,670.10	26,670.10	106,680.40
Fish & Wildlife	780.32	780.32	780.32	780.31	3,121.27
State Historical Society	836.05	836.05	836.05	836.06	3,344.21
Military Department	2,619.63	2,619.63	2,619.63	2,619.64	10,478.53
Fiscal Year Total	\$257,978.17	\$257,978.17	\$257,978.17	\$257,978.17	\$1,031,912.70

DES's invoices shall be forwarded to:

Department of Enterprise Services

Attn: Carrie Martin

PO Box 41460

Olympia, WA 98504-1460

6. AGREEMENT ALTERATIONS AND AMENDMENTS

The CITY and DES will fully cooperate with the Washington State Department of Commerce (COMMERCE) in fulfilling the requirements of RCW 35.21.779. This will include being timely and responsive to requests for information from COMMERCE as the agency completes a review of the valuation procedures to be used for the fiscal year 2017-2018 fire services agreement. While this review will have no impact on the 2016-2017 fiscal year agreement, the review will support the timely negotiation of the subsequent agreement.

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 Contractor 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. Dispute resolution shall be attempted prior to filing any action in court.

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 each 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.

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: Larry Dibble, 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: Carrie Martin, Property Management Group 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, 2016, 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

[Handwritten signature of Bob Covington]

SIGNATURE

SIGNATURE

NAME

BOB COVINGTON

NAME

MAYOR

DEPUTY DIRECTOR

TITLE

TITLE

9 Nov 2016

DATE

DATE

APPROVED AS TO FORM:

Darren Nienaber DCA

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 FY17
Department of Enterprise Services				
Achives (Storage)	1129 Washington St SE	51,317	0.0101	11,258.85
Ayer Press House	1417 Columbia St SW	3,727	0.0007	780.32
Columbia St. Garage	121 Union Av SW	71,000	0.0139	15,494.85
Conservatory (Greenhouse)	1115 Water St SW	11,300	0.0022	2,452.42
Employment Security	212 Maple Park Av SE	86,300	0.0169	18,839.07
GA Garage	124 Union Av SW	67,100	0.0132	14,714.54
General Administration	210 11 th Av SW	283,865	0.0556	61,979.42
Governor's Mansion	501 13 th Av SW	21,400	0.0042	4,681.90
Highway Licenses	1125 Washington St SE	193,900	0.0380	42,360.03
Irving R. Newhouse Building	215 Sid Snyder Av SW	25,084	0.0049	5,462.21
Insurance	302 Sid Snyder Av SW	66,502	0.0130	14,491.59
John A Cherberg	304 15th Av SW	100,377	0.0197	21,960.33
John L. O'Brien	504 15 th Av SW	100,700	0.0197	21,960.33
Legislative	416 Sid Snyder Av SW	255,564	0.0501	55,848.36
Natural Resources Building	1111 Washington St SE	387,558	0.0760	84,720.07
NRB Garage	1111 Washington St SE	394,200	0.0773	86,169.22
Office Building Two	1115 Washington St SE	379,204	0.0743	82,825.01
Old Capitol	614 Washington St SE	120,500	0.0236	26,307.81
Plaza Garage	200 14th AV SE	846,100	0.1661	185,157.93
Powerhouse	900 Water St SW	10,000	0.0020	2,229.48
Joel M. Pritchard Building	415 15th Av SW	55,485	0.0109	12,150.64
ProArts	206-208 11th Ave	11,243	0.0022	2,452.42
Carlyon Press House	201 Sid Snyder Av SW	5,600	0.0011	1,226.21
State Farm	1068 Washington Street	1,539	0.0003	334.42
Temple of Justice	415 12th Av SW	85,900	0.0168	18,727.59
Transportation	310 Maple Park Av SE	204,767	0.0401	44,700.98
DOT Garage	310 Maple Park Av SE	157,800	0.0309	34,445.40
Information - Visitor Center	103 Sid Snyder Ave SW	1,500	0.0003	334.42
Capitol Park Building	1063 Capitol Wy S	57,500	0.0113	12,596.54
State Daycare on Perry	232 Perry Street	7,138	0.0014	1,560.63
Union Avenue Building	120 Union Av SE	12,900	0.0025	2,786.84
Washington Street Building	1007 Washington St SE	14,580	0.0029	3,232.74
Capitol Ct. Building	1110 S. Capital Way	40,948	0.0080	8,917.90
James M. Dolliver Building	801 Capital Way S	23,385	0.0046	5,127.79
Subtotal-Department of Enterprise Services		4,155,983	0.8148	908,288.29
SPSCC Community College				
SPSCC Community College System, SPCC	2011 Mottman SW	488,043	0.0957	106,680.40
Subtotal-SPSCC Community College		488,043	0.0957	106,680.40
Department of Fish & Wildlife				
Wildlife Office	600 Capitol Wy N	14,500	0.0028	3,121.27
Subtotal-Department of Fish & Wildlife		14,500	0.0028	3,121.27
Washington State Historical Society				
WSHS, State Capitol Museum	211 21st Avenue SW	15,483	0.0030	3,344.21
Subtotal-Washington State Historical Society		15,483	0.0030	3,344.21
Military Department				
Armory	515 Eastside St SE	41,083	0.0081	9,029.38
Armory-Vehicle Storage	515 Eastside St SE	6,656	0.0013	1,449.16
Subtotal-Military Department		47,739	0.0094	10,478.53
Total for 2016-2017 City of Olympia Fire Protection Services		4,721,748	0.9257	1,031,912.70



City Council

Approval of Draft City Council Annual Retreat Agenda and Logistics

Agenda Date: 11/22/2016
Agenda Item Number: 4.C
File Number: 16-1247

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

Title

Approval of Draft City Council Annual Retreat Agenda and Logistics

Recommended Action

The General Government Committee met in October and developed a proposed schedule, location, facilitator and initial agenda for the City Council Retreat (attached)

City Manager Recommendation:

Approve the draft annual City Council retreat agenda and logistics.

Report

Issue:

Whether to approve the draft retreat agenda.

Staff Contact:

Steve Hall, City Manager, 360.753.8447

Presenter(s):

Steve Hall, City Manager

Background and Analysis:

Annually the City Council holds a retreat to consider priorities for the upcoming year, and discuss other issues or topics of importance to the Council and the community. The General Government Committee recommends the 2017 retreat take place Friday, January 13, from noon to 5 p.m. and Saturday, January 14, from 9 a.m. to 2 p.m. at the LOTT Clean Water Alliance at 500 Adams St. NE in Olympia.

The Committee also recommends Kendra Dahlen as the retreat facilitator to assist the Council and staff with the conduct of the meeting. The draft retreat agenda is attached. If the draft is approved, the facilitator will contact each Councilmember individually to develop a final agenda. This final agenda will be presented for City Council action on December 13.

Neighborhood/Community Interests (if known):

The City Council Annual Retreat is a public meeting. Members of the public and the press are

welcome to attend

Options:

1. Recommend the draft retreat agenda and logistics as proposed
2. Modify and recommend the proposed agenda and logistics

Attachments:

Draft Council Retreat Agenda



Olympia City Council Retreat Draft Agenda

January 13 – 14, 2017

LOTT Board Room, 500 Adams St NE, Olympia

Friday, January 13 12:00 p.m. – 5:00 p.m. , 5:30 p.m. (dinner)

Saturday, January 14 9:00 a.m. – 2:00 p.m.

Agenda to be finalized after individual meetings with Councilmembers

Duration (Tentative)	Topic	Presenter	Outcome
1 hour	Jurassic Parliament	Ann McFarland	Meeting Management Tools and Guidelines
.5 hour	2016 Accomplishments: A Look Back	Steve Hall and Jay Burney	Highlights/Challenges from 2016
1.5 hours	Working Together	Kendra Dahlen	Effective Working Relations in times of conflict, pressure, or disagreement
1.5 hours	Roles and Responsibilities <ul style="list-style-type: none">• Role of Mayor, Mayor Pro Tem• Committee Chairs• Council Reps to Committees	Kendra Dahlen	Clarifying and Sharing Expectations
1 hour	Council Guidelines	Kendra Dahlen	Check in on areas of concern/change
1 hour	Council Committee/Intergovernmental Assignments	Kendra Dahlen	Assignments for 2017
1 hour	Comprehensive Plan Action Plan – Progress on City Goals	Leonard Bauer	Status Report
1 hour	Economic Development Update	Renée Sunde	Positive, Upbeat End to the Retreat



City Council

Approval of Farmers Market Operations and Maintenance Agreement

Agenda Date: 11/22/2016
Agenda Item Number: 4.D
File Number: 16-1269

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

Title

Approval of Farmers Market Operations and Maintenance Agreement

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve and authorize the City Manager to sign the Operation and Maintenance Agreement between the City and Olympia Farmers Market.

Report

Issue:

Whether to approve the Farmers Market Agreement, which is set to expire on December 1, 2016. This updated agreement will continue the City's relationship with the Olympia Farmers Market through December 1, 2021.

Staff Contact:

Scott River, Associate Director, Parks, Arts and Recreation, 360.753.8506

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The City's agreement with the Olympia Farmer's Market dates back to 1995. The initial agreement between the City and the Market coincided with the opening of the City-owned facility. With the exception of the current agreement, all agreements have been five-year terms. This agreement returns to that tradition.

The City owns the building and has a long-term lease with the Port of Olympia for use of the property where the building is located. The proposed agreement for 2017 through 2021 is an updated version of the current agreement. Below is a summary of proposed changes:

Market Season: While the Market still maintains a primary season of the first Thursday in April

through the end of October, this agreement clarifies that the market intends to be in modified operations throughout the year.

Maintenance and Major Repair & Replacement: Maintenance responsibilities are separated from Major Repair & Replacement to clarify the Market's role in day-to-day operations versus obligations for significant repairs and upgrades. Funds for Major Repair & Replacement are held by the City and reimbursed to the Market when they rely on these funds. The Market is required to maintain a fund balance of \$75,000 at the beginning of each year.

Capital Fund Contribution: The Market is required to contribute one half of one percent of their annual gross sales to a fund in their holding. This fund is designated for major capital improvements such as market expansion or partnering on a parking facility. This agreement caps the annual contribution at \$26,000 to allow for more predictable budgeting for the market.

Termination Date: The termination date has been maintained in late fall to align with both the Market schedule and appointment of board members. The late fall timeline allows a new board to substantially understand the relationship between the Market and City. Previous termination dates coincided with the appointment of new board members which was challenging from an education standpoint.

Neighborhood/Community Interests (if known):

The Port of Olympia owns the property where the Farmers Market building is located.

Options:

1. Approve the agreement as proposed
2. Request staff to negotiate additional items and return the item to Council for approval.
3. Do not approve the agreement

Financial Impact:

None anticipated

Attachments:

Farmers Market Operations and Maintenance Agreement

**CITY OF OLYMPIA AND
OLYMPIA FARMERS MARKET
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT is made and entered into as of the date of the last authorizing signature affixed hereto, and supersedes any previous agreements by and between the City of Olympia, herein referred to as "Olympia," a Washington municipal corporation, and The Farmers Market, herein referred to as "the Market," a Washington State private nonprofit corporation.

WHEREAS, agriculture is one of the cornerstones of the local economy, and local growers and small businesses make an essential contribution to our local communities and to the well being of our citizens; and

WHEREAS, farmers markets are dedicated to supporting family farms and small businesses and to providing opportunities for our citizens to meet local producers and gain access to the bounty of locally grown products in all their diversity, fresh from the farm; and

WHEREAS, the congenial atmosphere of a farmers market appeals to local citizens and tourists of all ages and ethnic backgrounds, creates a positive social experience, and provides nutritional, economic, and educational benefits; and

WHEREAS, Olympia, the Port of Olympia and the Market have a history of cooperation and collaboration in providing a successful venue for a farmer's market over the years; and

WHEREAS, operation of a farmers market open to the public in downtown Olympia will further attract customers to the Olympia downtown and further the use of downtown businesses, providing for increased sales and creating tax revenue; and

WHEREAS, RCW 35.92.040 authorizes the City of Olympia to operate a public market on City-owned or leased property, or other property, for the purpose of providing farmers, crafts vendors and other merchants with retail space to market their wares to the public; and

WHEREAS, included within that authority is the power to contract with private nonprofit organizations to operate such a farmers market open to the public on City-owned or leased property, or other property; and

WHEREAS, the Market is a private nonprofit organization comprised of local growers, vendors of fruits and vegetables, processed food items, and hand crafted merchandise, and is qualified to operate such a-farmers market open to the public; and

WHEREAS, insofar as the Market's operation will take place on publicly owned or leased property or right-of-way, the Market is performing this public market function on behalf of Olympia; and

WHEREAS, Olympia has negotiated with the Port of Olympia a lease (Port of Olympia Lease) covering the property described as follows:

Lot 3, SS-5888, Recorded under Auditor's File No. 3056940

WHEREAS, it is desirable that the parties set forth in this Agreement the terms and conditions under which a farmers market open to the public will be managed by the Market;

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

A. RESPONSIBILITIES OF FARMERS MARKET

1. **Occupy, Operate and Manage:** The Market shall occupy, manage and operate a farmers market in Olympia's public market facility according to the provisions, terms and conditions of this Agreement and in accordance with all applicable laws as shall relate thereto.

The Market shall be responsible for the costs of administration and daily operations, including all utility payments, of such a farmers market. The Market shall open the facility to the purchasing public during its hours of operation. The Market shall operate and administer the farmers market in a businesslike manner with emphasis given to good customer service, in recognition of the Market's role as a contractor for Olympia. The Market shall submit to Olympia copies of all policies, rules, and regulations that it enacts relative to the operation of the farmers market. The Market shall follow and abide by such rules and regulations.

2. **Nondiscrimination:** The Market agrees and promises to manage and operate the farmers market in a fair manner and that it will not, on the grounds of any status protected from discrimination by applicable law including but not limited to race, color, national origin, religion, age, sex, or sexual orientation, discriminate against any person or group of persons. The Market shall maintain during the term of this Agreement a written policy and process governing selection and prioritization of vendors. The policy and process shall give equal opportunity to all qualified vendors and contain criteria for selection consistent with this Agreement.
3. **Farmers Market Season:** A representative from the Market and Olympia shall meet prior to January 31st of each year at which time the Market shall notify Olympia of the specific days and times of farmers market operation for the upcoming year. Any substantial reduction to the following schedule will be subject to approval by Olympia:

- First Thursday in April through last Sunday in October: Thursday-Sunday;
- First Saturday in November through last Sunday in December: Saturday-Sunday;
- Second Saturday in January through last Saturday in March: Saturdays only.

The Market reserves the right to add days to include Holidays or isolated days that do not fall in line with the schedule listed above without prior approval by Olympia.

4. **Use by City:** The Market shall allow the City of Olympia or other organizations sponsored by Olympia to make use of the farmers market facilities or any portion thereof at no charge whenever the farmers market facilities or said portion is not being used by the Market and such use does not conflict with Market uses authorized under this Agreement. Olympia shall give notice of such use to the Market representative within a reasonable amount of time prior to the use. Olympia further agrees to not use the farmers market facilities for any use that competes with the uses authorized for the Market under this Agreement. Olympia and Market representatives will communicate as frequently as needed for scheduling the use of the farmers market. The Market may charge reasonable out-of-pocket expenses incurred by the Market for overtime or extra staff being scheduled related to the said use of the farmers market facilities. Organizations using the farmers market facilities shall complete the Olympia Farmer's Market Use and License Agreement and meet all requirements therein, including but not limited to required event insurance, alcoholic beverage permit, and the like.
5. **Financial Records:** The Market agrees it shall maintain fiscal records and accounts in accordance with systems and procedures prescribed by law for non-profit corporations. The Market shall annually provide to Olympia a financial report reviewed by the Market's retained C.P.A. which at a minimum includes income and expenses for a given year. The Market shall also submit to Olympia a quarterly financial report and activity or event report in a format acceptable to Olympia. The quarterly reports shall be submitted to Olympia within thirty (30) days of the end of each calendar quarter and the annual report shall be submitted to Olympia within thirty (30) days of the closing of the Market for the year. The quarterly and annual reports shall, among other things, break down the gross sales receipts into three categories: (1) producers, purveyors and growers of edibles; (2) receipts of crafts and miscellaneous vendors; and (3) food vendor concessions. To qualify for the City of Olympia's Farmers Market Master License (OMC 5.18.00) craft and miscellaneous vendor revenues must be at or below 25% of the total gross sales. Food Vendor Concessions are not factored into the 25% figure as they have dedicated space for their sales. Food Vendors qualify under the Master Market License. Upon request, the Market shall allow access to Olympia, to review and audit the Market's financial information, including revenues and expenses. Any review or audit done would be at the expense of Olympia.

6. **Taxes and Obligations.** The Market shall be responsible for paying any leasehold excise tax or any other taxes or obligations owed by the Market or Olympia to the State of Washington or others arising from the Market's use of the Property and the farmers market facilities ; provided, however, that with written consent of Olympia the same may be paid from the Capital Fund established pursuant to Section A.11 below.

7. **Port of Olympia Lease** Market acknowledges that it has reviewed the Port of Olympia Lease as set out in Exhibit "B", and agrees that the Market's operation under this Agreement will comply with the terms and requirements of Exhibit B. Further, the Market agrees that the rent provisions of the Port of Olympia Lease are agreeable to the Market and that, as provided below; the Market shall ensure payment annually to Olympia of an amount sufficient to cover said rent throughout the term of this Agreement, and as extended. If Olympia leases additional property from the Port of Olympia for use by the, Market, the Market agrees to pay the City of Olympia annually an amount sufficient to reimburse Olympia for all rent owed to the Port for the lease of such additional property. Modification of Exhibit "B" for the purposes of adding additional leased property will be allowed under the provisions of this contract subject to the approval of Olympia.

The Market acknowledges and understands that Olympia is bound by all the provisions of the Port of Olympia Lease and that Olympia has no authority to act beyond or contrary to its terms. The Market specifically agrees to abide by all limitation and restrictions on the use of the Property set forth in the Port of Olympia Lease. Olympia shall provide ninety (90) days' notice to the Market of any proposed changes to said lease initiated by either Olympia or the Port of Olympia; Olympia shall not execute any Olympia-initiated changes without agreement of the Market. Olympia shall cooperate with the Market, as staff and resources permit, to facilitate the Market's negotiations with the Port of Olympia concerning the Market's desire to lease the triangle of property located southeast of the Market Gardens from the Port.

8. **Parking:** The Market shall cooperate with the Port of Olympia implementing a plan of shared parking assignments on or adjacent to the Property, to be effective on each day the Market is opened, for Market vendors and customers. Until further agreement or development of parking solutions, the Market shall encourage its customers to park in said lots as provided for in the shared parking agreements. Olympia shall support the Market's efforts with parking management expertise as staff and resources permit, to facilitate the Market's negotiations with the Port of Olympia concerning the lease of any parking in addition to the 238 shared parking spaces provided by the Port of Olympia Lease. The Market shall be responsible for ongoing coordination with the Port of Olympia with respect to said shared parking spaces.

9. **Use of Sidewalks:** The Market may use the sidewalks within the Property as needed and agreed upon to support the Market and for public pedestrian use. The Market shall use its best efforts to prevent sidewalks along the streets on the periphery of the Market from being blocked with vehicles, merchandise, or other objects associated with Market activities. The Market shall at least annually inspect the sidewalks along the streets and the sidewalks within the property for damage or defects.

10. Facility Maintenance, Repair, Replacement:

10.1 General Maintenance and Custodial Items: The Market shall be responsible, at the Market’s sole cost, for performance of all general maintenance and custodial items including but not limited to; day-to-day cleaning and maintenance of the Market premises and restrooms so as to present a safe and clean venue to the community, including removal of snow, ice and debris from pedestrian walkways. The Market will furnish from its annual operating budget the funds to pay for the staff and supplies to maintain all required services. The Market shall perform such tasks in compliance with the same standards as Olympia applies to other Olympia-owned property. Olympia shall have the right to approve or disapprove the quality of the work done by the Market under this section. Should the Market fail to perform such work Olympia is authorized upon thirty (30) days advance written notice to make such repair and maintenance and receive compensation therefore from the Market, and the Market shall pay such compensation to Olympia within thirty (30) days of receiving an invoice.

10.2 Major Repair & Replacement:

The Market shall be responsible, at the Market’s sole cost, for performance of all major repair and replacement items as allocated to the Market in Exhibit “A”. The Market shall perform all items in compliance with the same standards as Olympia applies to other Olympia-owned property. Olympia shall have the right to approve or disapprove the quality of the work done by the Market under this section. Should the Market fail to perform such work Olympia is authorized upon thirty (30) days advance written notice to make such repair and maintenance and receive compensation therefore from the Market, and the Market shall pay such compensation to Olympia within thirty (30) days of receiving an invoice.

The Market shall pay to Olympia by January 31 of each year an amount to maintain an account balance of \$75,000, after subtracting from existing funds as of the beginning of the year: 1) accrued expenses from the previous year, 2) unexpended appropriations from the previous year which are continued to the current year, and 3) new appropriations as of the beginning of the current year. Example:

Actual:	Current Assets as of January 1, 2016	48,290
	Non-current investments	28,176

Liabilities	(163)
2015 Budget continued to 2016	(8,453)
2016 Original Budget	(10,000)
Balance	57,850
Target Account Balance	75,000

Amount due from Market 17,150

At the expiration or termination of this Agreement, all funds in this account shall be retained by Olympia subject to any pre-authorized credits.

At the expiration or termination of this Agreement, the City shall provide a credit on the \$75,000 for any substantial leasehold improvements funded by the Market or Friends of the Market during the term of this Agreement provided that such credit was agreed upon in writing by both parties prior to construction of any such improvements. The credit shall not exceed the lesser of \$75,000 or the balance of the account as calculated at time of terminations in a manner shown above.

11. Capital Fund: In addition to the payments required above, the Market shall deposit into a Capital Fund account separate from its operation account an amount equal to one half percent (½%) of the annual gross sales but no greater than \$26,000 annually. The Market shall hold such funds in a Capital Fund to be used for future farmers market customer/vendor parking and possible expansion to the Olympia-owned farmers market facilities. All expenditures from this fund must be approved in writing in advance by the Market and Olympia. This fund may not be used for General Maintenance or Repairs, replacements, and Upgrades allocated to the Market in Section A10 and Exhibit A of this Agreement. At the expiration or termination of this Agreement, all monies in the Capital Fund shall be retained by the Market. The Market acknowledges and agrees it shall pay for all additional parking and other capital expenditures described herein and that Olympia is not obligated to nor has it agreed to pay for any such expenditures. If this Agreement is renewed, the Market may carry forward any funds in the Capital Fund into the Capital Fund account, if any, under the renewed Agreement. Market and Olympia understand that the \$26,000 cap may be increased to reflect current economic trends at the time of renewal.

12. Insurance:

12.1 General Liability Insurance. The Market agrees to procure and maintain for the duration of this Agreement commercial general liability insurance with limits of liability not less than \$1,000,000 per occurrence, and \$2,000,000 in the general aggregate, for bodily injury, including

personal injury or death, products liability and property damage. The commercial general liability insurance shall also include Products and Completed Operations Liability coverage.

12.2 Certificates of Insurance. The City of Olympia shall be named as additional insured on all such insurance policies. The insurance provided to the additional insured shall be primary. The Market shall provide certificates of insurance and an Additional Insured endorsement, concurrent with the execution of this Agreement, evidencing such coverage and, at Olympia's request, furnish Olympia with copies of all insurance policies and with evidence of payment of premiums or fees of such policies. All insurance policies shall contain a clause of endorsement providing that they may not be terminated or materially amended during the Term of this Agreement, except after two (2) days prior written notice to Olympia. If the Market's insurance policies are "claims made" or "claims paid", the Market shall be required to maintain tail coverage for a minimum period of three (3) years from the date this Agreement is actually terminated. The Market's failure to maintain such insurance policies shall be grounds for Olympia's immediate termination of this Agreement.

12.3. Insurance Limits. The insurance limits stated above are not intended to be an indication of exposure nor are they limitations on indemnification.

12.4 Expiration/Termination of Insurance. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

13. Indemnification. Furthermore, the Market agrees to defend, indemnify and hold harmless Olympia, its officers, officials, employees and volunteers from any claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the premises or adjacent streets here in question, or from any activity, work or thing done, permitted, or suffered by the Market in or about the premises, which may arise out of the use of the public market facility, the Property, and adjacent streets by the Market, any vendor or concession permitted by the Market, or any of them; provided, that Olympia shall indemnify and hold the Market harmless from any claims, actions, damages or liability arising out of the sole negligence of Olympia. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

B. RESPONSIBILITIES OF CITY

1. Facility Ownership: The parties acknowledge that the public market facilities constructed on the Property leased from the Port of Olympia are owned by the City of Olympia; provided, however, that any materials and improvements that are not

fixtures, and that were specifically contributed to the Market by either the Friends of the Market, a non-profit organization created to assist the Market or any other charitable entity, are the property of the Market. On or before the end of each calendar year, a representative of the Market and Olympia shall identify specifically any materials and improvements which the parties agree were provided by the Friends of the Market and thereby qualify to be retained by the Market at the conclusion of this Agreement. Materials and improvements intended to be donated to the City should be identified and agreed upon prior to the commencement of any purchase or project.

2. **Property Insurance:** Olympia shall maintain any and all fire casualty and extended coverage insurance, or a self-insurance plan, on the public market facilities in such amount as Olympia deems appropriate. Any funds derived from such insurance shall be used to repair or replace the damaged portions of public market facilities.
3. **Major Repair and Replacement:** Olympia shall perform, as its sole cost, the major repair and replacement items allocated to Olympia in Exhibit "A" of this Agreement. The plan shall be reviewed by the parties annually after the close of the Market season to determine if updates need to be made. The parties shall work cooperatively in this review; however, Olympia has the authority to amend the plan as it deems necessary to preserve the Market facility. Olympia shall hold funds received from the Market under Section 10.2 in a separate account and may manage expenditures and disbursements from said account in its sole discretion. If this Agreement is renewed, any funds in the account at renewal shall be carried forward into the major maintenance and repair account, if any, called for by the renewed Agreement.
4. **Market Promotion:** Olympia will provide space on public rights-of-way as available for the Market to place banners in promoting the Market and subject to City policies on banners. Olympia may support Farmers Market promotions, as allowed by City policy, through inclusion of technology including the City's website and social media presence.
5. **Liaison:** Olympia will provide a liaison for the Market to facilitate communications between Olympia and the Market. The liaison will be considered a non-voting member of the Market Board and attend a minimum of four board meetings annually.

C. MISCELLANEOUS TERMS OF AGREEMENT

1. **Assignment of Interests:** The Market shall not, either directly or indirectly, assign, transfer, mortgage, pledge, hypothecate, or encumber this Agreement or any interest therein, and shall not lease or sublet the Property or Market facilities or any part thereof, without the prior written consent of Olympia, which shall be in Olympia's sole discretion; and any attempt to do so without such consent being first obtained shall be wholly void and shall constitute a breach of this Agreement.

Notwithstanding the foregoing, the Market shall have the right at any time, without Olympia and Port of Olympia's consent, to grant concessions on the Property and Market facilities to growers, makers, and catchers or produce, seafood, meat, poultry, sellers, and resellers of agricultural products, sellers of local crafts and sellers of prepared food; all in accordance with the requirements of this Agreement including, but not limited to, the restrictions on the use of the property contained in Section A.4 herein.

No consent by Olympia to any assignments, leasing or subletting by the Market shall relieve the Market of any obligation to be performed by them under this Agreement, whether occurring before or after such consent, assignment, leasing or subletting. The consent by Olympia to any assignment, leasing or subletting shall not relieve the Market from obligation to obtain Olympia's express written consent to any other assignment, leasing or subletting. The acceptance of rent by Olympia from any other person shall not be deemed to be a waiver by Olympia of any provision of this Agreement or consent to any assignment, leasing, subletting, or other transfer. Consent to one assignment, subletting, or other transfer shall not be deemed to constitute consent to any subsequent assignment, leasing, subletting or other transfer.

2. **Independent Contractor:** The parties agree that the Market's use of the Property and public right-of-way pursuant to this Agreement is as an independent contractor and not as a department of Olympia. Further, Market employees are not employees of Olympia.
3. **Implied Waivers:** Waiver by Olympia of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Olympia shall not be deemed to be a waiver of any preceding breach by the Market of any term, covenant, or condition of this Agreement, other than the failure of the Market to pay the particular rental so accepted, regardless of Olympia's knowledge of such preceding breach at the time of acceptance of such rent.
4. **Right of Entry:** Olympia reserves, and shall at any and all reasonable times have the right to enter the Property site to inspect the Market facilities for any reason; provided, that Olympia shall exercise good faith in attempting to minimize the extent of any interference with the Market's operation of a farmers' market
5. **Term of Agreement; Improvements:** The term of this Agreement shall run from December 1, 2016 through December 1, 2021. The Market may terminate this Agreement prior to such expiration date by giving Olympia notice by October 1 of each year. Olympia may terminate this Agreement effective on its anniversary date

of December 1 by giving notice thereof to the Market no later than January 15 of the preceding such anniversary date.

At the expiration or earlier termination of this Agreement, Olympia agrees to discuss with the Market the possibility of removal of the public market facilities (which are owned by Olympia as set forth in Section B.1 above) on terms and conditions agreeable to both parties. The Market may, in its discretion, donate to Olympia any personal property provided to the Market by the Friends of the Market.

6. **Agreement Notices:** All notices under this Agreement shall be in writing and delivered in person or sent by certified mail, return receipt requested, to Olympia and to the Market at the addresses set forth below at such party's last known address, or at such other address as one party may request by written notice to the other party. Notices mailed as aforesaid shall be deemed given on the date of mailing or delivery, if delivered by hand.

For the Farmers Market:
President
The Farmers Market
P.O. Box 7094
Olympia WA 98507

For Olympia:
City Manager
City of Olympia
P.O. Box 1967
Olympia WA 98507-1967

The persons in the above positions, or their designees, shall be the official representatives for purposes of this Agreement.

7. **Entire Agreement:** This Agreement contains the entire Agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. This agreement replaces all prior agreements pertaining to the operation and maintenance of the Farmers Market between Olympia and the Market.
8. **Assignment by Olympia:** In the event of any transfer of Olympia's interest in the Property, Olympia shall be and is hereby entirely freed and relieved of any liability or

responsibility under any and all of its covenants and obligations contained in or derived from this Agreement upon such transfer; provided, that the person or entity acquiring Olympia's interest herein may, without any further agreement between the parties or their successors in interest assume and agree to carry out any and all of the covenants and obligations of Olympia under this Agreement.

9. **Applicable Law**: This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

10. **Attorney Fees**. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party. The venue for any dispute related to this Agreement shall be Thurston County, Washington.

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Farmers Market Major Repair, Maintenance Replacement Fund 2010 Inventory
 Exhibit "A"

Current Year FARMERS MARKET ITEMS	2017					
Allowed Item or System	Life Cycle (scheduled yr)	Life Cycle Inflation	Replacement Yr	Projected Capital Cost	Life Cycle Cost@3%/yrly	Annual Maintenance Projections
Roof/Skylights Replacement On Demand over \$500 Roof/Skylights Replacement	30yrs (2024)	3%	2024	\$80,658	\$99,199	\$1,000
Painting Facility Painting (On Demand) over \$500 Facility Painting (Entire)	10yrs (2026)	3%	2026	\$20,000	\$26,095	\$1,000
Facility Trusses & support beams						
Gutters/Downspouts On Demand over \$250 Replacement	15yrs (2019)	3%	2019	\$4,000	\$4,244	\$400
Rolling Doors On Demand over \$500 Replacement	15yrs (2019)	3%	2019	\$10,000	\$10,609	\$1,000
Exterior Door On Demand over \$250 Replacement	15yrs (2017)	3%	2017	\$4,500	\$4,500	\$550
Fire Alarm/Sprinkler System On Demand Replacement						
Security Lighting On Demand over \$250 Relamping/Fixture Cleaning	15yrs (2029)	3%	2029	\$7,000	\$9,980	\$250
Indoor Heating/Cooling On Demand over \$250 Replacement	10 yrs (2020)	3%	2020	\$3,000	\$3,278	\$390
Office Flooring Replacement	20 yrs (2017)	3%	2017	\$3,000	\$3,000	
Windows On Demand over \$250 Replacement						
Stage & covered seating area On Demand over \$500 Replacement						

Farmers Market Major Repair, Maintenance Replacement Fund 2010 Inventory
 Exhibit "A"

Solid Waste						
Enclosure Replacement	20yrs (2037)	3%	2037	\$14,000	\$25,286	
Boiler/H2O Heater						
On Demand over \$200 Replacement	15yrs (2018)	3%	2018	\$2,500	\$2,575	\$250
Electrical System						
Paved Area Maintenance						
Sealing/Repair (Market only) over \$500	15yrs (2021)	3%	2021	\$5,060	\$5,695	\$500
Parking Lot Sweeping						\$2,300
Plumbing/Restroom Fixtures						
Annual Major Repair over \$500	10yrs (2022)	3%	2022	\$6,212	\$7,201	\$1,000
Signs						
Building Sign	30yrs (2024)	3%	2024	\$8,000	\$9,839	\$506
Irrigation						
On Demand Repairs over \$250						\$250
Repair/Replacement	10yrs (2025)	3%	2025	\$3,600	\$4,560	
Sidewalks						
Repair	On Demand					
Replacement	Unknown					
Totals				\$171,530	\$216,062	\$9,396

NO ITEMS IDENTIFIED FOR CITY OF OLYMPIA

SCHEDULE "B"

PORT OF OLYMPIA GROUND LEASE

THIS LEASE is made this 20th day of March, 1996, by and between the PORT OF OLYMPIA, a Washington municipal corporation. Lessor, hereinafter referred to as "the Port," and the Tenant described below, hereinafter referred to as "Tenant" or "City," on the following terms and conditions:

1. LEASE SUMMARY.

TENANT.

Name: CITY OF OLYMPIA
Address: 900 Plum Street
City, State, Zip Code: Olympia, WA 98507
Phone Numbers: 753-8325

LEASED PREMISES.

60,000± square feet, identified as Lot 3 in a pending short plat, subject to changes imposed by City of Olympia through the platting process. See copy attached as Exhibit F.

TERM.

50 years beginning upon a beneficial occupancy of the Farmers Market site, ending 50 years thereafter, dates to be inserted at commencement of lease, with an option to renew the lease for an additional 30-year term.

RENT.

\$20,000 per year, payable on December 15 of each year, plus: Leasehold Tax; Insurance; Utilities; Fire Insurance; Other: All assessments by the City of Olympia, whether taxes or utility charges in connection with the site, together with 6% of the annual gross proceeds from other than Farmers Market revenues derived from subtenants with rentals to other public or private groups. The additional rent shall not apply to City functions.
Rental revisions: as described in the rental schedule attached as Exhibit "E."

SURETY.

Amount: \$100 Form: **Acceptable to the Port**
Expiration Date: Term of lease

USE OF PREMISES.

Construction of a public market and public restrooms, operation of the site for farmers markets, public markets, displays, festivals, or other activities in the approved facilities authorized by the City of Olympia.

INSURANCE.

Bodily Injury/Death: \$500,000 per person and \$1,000,000 per accident or occurrence.

Property Damage per Occurrence: \$500,000

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THE PARTIES HEREBY AGREE AS FOLLOWS:

2. **LEASED PREMISES.** The Port hereby leases to Tenant, and Tenant hereby leases from the Port, the premises described in paragraph 1 above, located in Thurston County, hereinafter called "the premises."

3. **TERM.** This Lease shall be for the term specified in paragraph 1 above.

4. **RENT.** It is the intention of the parties hereto that the rent specified in the Lease shall be net to the Landlord in each year during the term of the Lease. Accordingly, all costs, expenses and obligations of every kind relating to the leased property (except as otherwise, specifically provided in the Lease) which may arise or become due during the term of the Lease shall be paid by Tenant and the Port shall be indemnified by the Tenant against such costs, expenses and obligations.

Tenant agrees to pay as rent for the use and occupancy of the premises during the term of this Lease, without deduction or offset, the rent specified in paragraph 1 above, payable to the Port on or before December 15 of each year the lease is in effect, at such place as the Port may designate.

If the Tenant does not pay the rent as provided above, then in addition to the overdue rent, Tenant shall pay a late charge on the rent payment then due of eighteen percent (18%) per annum or two (2) percentage points over the prime rate charged by commercial banks in the Olympia, Washington area, whichever is greater. Such late charge commences on the date the rent is due and continues until such rent is paid. In the event that Tenant does not pay the rent when due and a late charge is incurred each month for three (3) consecutive months, the rent called for herein shall automatically become due and payable quarterly in advance rather than monthly, notwithstanding any other provision in this Lease to the contrary, and regardless of whether or not the late charges are paid or collected. The imposition of such late charge does not prevent the Port from exercising any other rights and remedies under this Lease.

5. **LEASE SURETY.** Tenant shall, upon execution of this Lease, file with the Port a good and sufficient surety in accordance with the requirements of state law, the form and terms of which surety shall be subject to approval of the Port and in which the surety shall guaranty the full performance by Tenant of all the terms and conditions of this Lease and the payment by Tenant of the rents and all other amounts herein provided for the full term hereof. Initially, the surety required is set forth in paragraph 1 above. These provisions as to lease surety are subject to revision and adjustment as may hereafter result from changes in state requirements or as established by the Port Commission.

6. **ACCEPTANCE OF PREMISES.**

a. Tenant has examined the premises, the adjoining premises and the premises of which this is a part, and accepts them in their present condition. There are no warranties expressed or implied as to condition apparent or unknown except as otherwise stated in this Lease.

b. The site did contain some petroleum products which required remediation consistent with the WDOE letter dated March 29, 1995. In the event hazardous waste or petroleum contamination is identified on site after the effective date of this Lease, which is attributable to occurrences prior to the date of this Lease not under the City's control, in excess of that described in the Bradley Noble report, and such discovery results in a requirement for further site remediation, the Port shall hold Tenant harmless from any liability therefore, including any costs to remediate such contamination as may be required by any State or Federal agency with jurisdiction. The Tenant agrees that the indemnity and additional cleanup shall be the Port's sole obligation and that the Tenant and its

subtenant agree to make available to the Port that portion or portions of the site required for study and further remediation.

The Tenant and its subtenants will make no claim for any indirect cost or loss due to the study or remediation actions of the Port, including but not limited to loss of use of all or any portion of the market site, rebuilding of any portion of the market facility, any loss of business, or diminution of value in the market or facility as a result of such cleanup activity. In the event any action described above disrupts market activity for more than 30 consecutive days, then for each such period of disruption, rent for the market will be abated on a prorata square foot basis for market building space loss. (e.g. If 10% of the market building area is affected for an entire market season, 10% abatement of the rent would be in order.)

7. **POSSESSION.** If the Port shall be unable for any reason to deliver possession of the premises or any portion thereof at the time of the commencement of this Lease, the Port shall not be liable for any damage caused thereby to Tenant, nor shall this Lease thereby become void or voidable, nor shall the term specified herein be in any way extended, but in such event Tenant shall not be liable for any rent until such time as the Port can deliver possession; provided that if Tenant shall take possession of any portion of the premises in the interim, it shall pay the full rent specified herein reduced pro rata for the portion of the premises not available for possession by Tenant; and provided further, that if the Port shall be unable to deliver possession of the premises at the commencement of this Lease, Tenant shall have the option to terminate this Lease by giving at least thirty (30) days' written notice of such termination, and this Lease shall terminate unless the Port shall deliver possession of the premises prior to the effective date of termination specified in such notice. If Tenant shall, with the Port's consent, take possession of all or any part of the premises prior to the commencement of the term of this Lease, all of the terms and conditions of this Lease shall immediately become applicable, with the exception that Tenant shall not be obligated to pay any rental for the period prior to the commencement of the term of this Lease unless otherwise mutually agreed.

8. **USE OF PREMISES.** Tenant shall use the premises only for those purposes stated in paragraph 1 above and shall not use them for any other purpose without the written consent of the Port; the premises will be used only for lawful purposes; the premises will be used in accordance with all applicable building, fire and zoning codes. Tenant shall use the entire premises for the conduct of said business in a first-class manner continuously during the entire term of this Lease.

9. **REQUIREMENTS AS TO IMPROVEMENTS.** The specific requirements as to the planning, construction and completion of any major improvements planned by Tenant on the subject premises are attached hereto as Exhibit "A" to this Lease, which by this reference is incorporated herein as if set forth in full. Prior to the submission of any plans for contemplated improvements on the leased premises, Tenant shall furnish a survey of the appropriate leased premises as prepared by a registered and licensed surveyor, all at Tenant's own expense. The schematic designs attached as Exhibit "B" are approved.

10. **RIGHTS-OF-WAY.** The Port agrees to grant other such right-of-way easements across the property of the Port for the installation and maintenance of necessary and adequate services to the premises of Tenant.

11. **RESERVATION OF RIGHTS.** *reserved*

12. **AIR SPACE RESERVATIONS AND USE RESTRICTIONS.** *reserved*

13. **UTILITIES AND SERVICES.** After Tenant's installation of all utilities and services as may be required by Tenant, Tenant shall be liable for and shall pay for all utility services furnished

to the premises, including but not limited to, electricity, water, sewerage, including any connection fees, and utility assessments, and any fire protection, police protection, or emergency health services provided to the premises.

14. **INDEMNIFICATION/LIABILITY INSURANCE.** The Port, its employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property, regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Tenant or by others as a result of any condition (including existing or future defects in the premises), or occurrence whatsoever related in any way to Tenant's premises and the areas adjacent thereto or related in any way to Tenant's use or occupancy of the premises and areas adjacent thereto, so long as such claim does not result from the direct action of the Port, its employees or agents. Tenant agrees to indemnify, defend and to hold and save the Port harmless from all liability or expense (including expense of litigation) in connection with any such items of actual or alleged injury or damage. Likewise, Port agrees to indemnify, defend and hold and save the City harmless from all liability or expense (including expense of litigation) arising out of any direct action by the Port, its employees or agents. In addition, Tenant shall, at its own expense, maintain proper liability insurance with a reputable insurance company¹ or companies satisfactory to the Port in the minimum policy limits set forth in paragraph 1 above, and hereafter in such increased amounts as the parties may from time to time mutually agree upon, to indemnify both the Port against such liability or expense. In the event of any sublease or rental of the premises, the Port shall be named as one of the insureds on the subtenants' policies and shall be furnished with a copy of such policy or policies of insurance, which shall provide that such insurance may not be canceled without the insurance company first having given the Port thirty (30) days' advance written notice of such intent to cancel. At the Port's option, Tenant may submit certificates evidencing compliance with this paragraph in lieu of furnishing the actual policies or copies thereof.

15. **WAIVER OF SUBROGATION.** The Port and Tenant hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective insurance contracts, including any extended coverage endorsements thereto, provided, that this paragraph shall be inapplicable to the extent it would have the effect of invalidating any insurance coverage of the Port or Tenant.

16. **TAXES.** Tenant shall pay all license and excise fees, occupation, leasehold, personal property and all other taxes and governmental charges, whether such charges are by contract or statute, during the term of this Lease. Tenant shall also pay a pro rata share of any L.I.D., U.L.I.D. or other governmental assessments for services or facilities benefiting the premises.

17. **MAINTENANCE AND REPAIR.** Tenant shall, at its own expense, keep the premises, structures and other improvements and the adjoining roadways, sidewalks and areas in a neat, clean, safe and sanitary condition and maintain and keep all of the premises maintained equal in quality to of other owners of similar class properties and conditions in the Thurston County, Washington area, reasonable wear and tear excepted, and to maintain the landscape and undeveloped areas in a clean, sanitary, orderly and attractive condition free from rubbish and debris. Tenant shall replace any and all improvements which become worn out, obsolescent, deteriorated, unsafe or unusable and shall replace such improvements with new fixtures and improvements of at least as good a quality as originally installed at the commencement of this Lease. In the event Tenant fails to properly maintain, repair and replace the premises or any improvements thereon, and if the Port shall give a ten (10) day written notice to Tenant, Tenant shall comply with Tenant's responsibilities under this paragraph, and the Port shall be entitled, but shall not be obligated, to enter the leased premises and perform such work as may be necessary to

¹ Membership in WCIA or Company Self Insurance Program will constitute satisfaction of this provision.

restore the leased premises and improvements to the conditions set forth herein. The cost of such repairs shall be billed to Tenant by the Port and shall be payable upon receipt and subject to the same penalties for late payment as if such payment was additional rent.

Tenant shall be responsible for a prorata share of all costs of operation and maintenance of the parking lot abutting on Lot 2. Tenant may satisfy its entire obligation for this share by providing routine cleaning [sweeping] of the entire parking lot on Lot 2 and providing security for the entire parking lot on Lot 2 (see Exhibit D).

Tenant shall keep the premises free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the premises by Tenant. At the Port's request, Tenant shall furnish the Port with written proof of payment of any item which would or might constitute the basis for such a lien on the premises if not paid.

18. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no major structural alterations or improvements to or upon the premises without first obtaining written approval of the Port. Additions or modifications consistent with the approved site plans and elevations shall not be considered a major change. The Port's response to Tenant's requests for approval shall be prompt, and such approval shall not be unreasonably withheld. Upon installation, Tenant shall furnish the Port with a copy of the "as-built" drawings including utility installations and site plans detailing the nature of the additions, alterations or improvements. The Port reserves the right to have Tenant remove, at Tenant's sole expense, all or any of such alterations, additions or improvements at the end of the Lease term upon giving Tenant sixty (60) days' advance written notice of the Port's exercise of this option. If the Port exercises this option, all such alterations and improvements will be removed prior to the last day of the Lease term.

19. **DISPOSITION OF IMPROVEMENTS.**

a. Within sixty (60) days after the expiration or earlier termination of this Lease, the Tenant shall at Tenant's expense, promptly and diligently remove, demolish or clear off from the leased premises all or any designated portion of the improvements and other property owned by Tenant, and after such removal or clearance, Tenant shall restore the surface of the ground to a graded, properly filled, level and uniform condition, free from all debris; provided, however, that if Tenant at such time shall be in default in the payment of rents or any other charges hereunder, the Port shall have a lien on the improvements to secure payment of such rents or charges. Provided, however, the Port may at its sole discretion direct the City to leave the restroom facilities, in which event title to such facilities shall pass without further action of the parties.

20. **INSPECTION.** The Port reserves the right to inspect the premises at any and all reasonable times throughout the term of this Lease, provided that it shall not interfere unduly with Tenant's operations. The right of inspection reserved to the Port hereunder shall impose no obligation on the Port to make inspections to ascertain the condition of the premises, and shall impose no liability upon the Port for failure to make such inspections.

21. **RESTORATION.**

a. If any building or improvement erected by Tenant on the leased premises or any part thereof shall be damaged or destroyed by fire or other casualty during the term of this Lease, Tenant may, at its option, at its own cost and expense, repair or restore the same according to the original plans thereof or according to such modified plans as shall be previously approved in writing by the Port. Such work of repair or restoration shall be commenced within one hundred twenty (120) days after the damage or loss occurs and shall be completed with due diligence but not longer than one (1) year after such work

is commenced plus force majeure, and such work shall be otherwise done in accordance with the requirements of the provisions hereof pertaining to the construction of improvements upon the leased premises. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration, or if Tenant elects not to repair or restore, to the cost of removing, demolishing, or clearing off the building or improvements. If (i) there are not insurance proceeds, or (ii) the same shall be insufficient for said purpose, Tenant shall make up the deficiency out of its own funds. Should Tenant fail or refuse to make the repair, restoration or removal as hereinabove provided, then in such event said failure or refusal shall constitute a default under the covenants and conditions hereof, and all insurance proceeds so collected shall be forthwith paid over to and be retained by the Port on its own account, and the Port may, but shall not be required to, sue and apply the same for and to the repair, restoration or removal of said leased premises or improvements, and the Port may, at its option, terminate this Lease as elsewhere provided herein.

b. Notwithstanding anything to the contrary contained in the preceding section, if any building erected on said leased premises shall be damaged by fire or other casualty, and if the cost of repairing or restoring the same shall exceed the insurance payable for such damage, and if such damage shall occur during the term so that the remaining term of this Lease is of insufficient length to allow Tenant to finance such cost in a commercially reasonable manner, the Tenant shall have the option, to be exercised within thirty (30) days after such event, to repair or restore said building as hereinabove provided, or to terminate this Lease by written notice thereof to the Port.

22. **DEFAULTS.** Time is of the essence of this Lease, and in the event of the failure of Tenant to pay the rental or other charges at the time and in the manner herein specified, or to keep any of the covenants or agreements herein, the Port may elect to terminate this Lease and reenter and take possession of the premises with or without process of law, provided, however, that Tenant shall be given fifteen (15) days' notice in writing if the default is for the nonpayment of rent, or thirty (30) days' notice in writing stating the nature of the default in order to permit such default to be remedied by Tenant within the appropriate time periods. If the Port issues a notice of default for the nonpayment of rent, in order to cure such default, Tenant must pay the overdue rent, together with the late charge as set forth in paragraph 4 above, plus a Fifty Dollar (\$50.00) lease reinstatement fee.

If upon such reentry there remains any personal property of Tenant or any other person's upon the premises, the Port may, but without the obligation to do so, remove said personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and Tenant shall reimburse the Port for any expense incurred by the Port in connection with such removal and storage. The Port shall have the right to sell such stored property, without notice to Tenant, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, and third to the payment of any other amounts which may then be due from Tenant to the Port, and the balance, if any, shall be paid to Tenant. Notwithstanding any such reentry, the liability of Tenant for the full rental provided for herein shall not be extinguished for the balance of the term of this Lease, and Tenant shall make good to the Port any deficiency arising from a reletting of the premises at a lesser rental than that chargeable to Tenant. Tenant shall pay such deficiency each month as the amount thereof is ascertained by the Port.

23. **ADVANCES BY PORT FOR TENANT.** If Tenant shall fail to do anything required to be done by it under the terms of the Lease, except to pay rent, the Port may, at its sole option, do such act or thing on behalf of Tenant, and upon notification to Tenant of the cost thereof to the Port, Tenant shall promptly pay the Port the amount of that cost. However, if the Port shall pay any monies on Tenant's behalf, Tenant shall repay such monies, together with interest thereon commencing on the date the Port paid such monies and shall be calculated at the rate of eighteen percent (18%) per annum, or two

(2) percentage points over the prime rate charged by commercial banks in the Olympia, Washington area, whichever is greater.

24. **HOLDING OVER.** If Tenant shall, without the consent of the Port, hold over after the expiration or sooner termination of this Lease, the resulting tenancy shall, unless otherwise mutually agreed, be on a month-to-month basis. During such month-to-month tenancy, Tenant shall pay to the Port the rate of four (4) times the then-current rental under the terms of the Lease, unless a different rate shall be agreed upon, the Tenant shall be bound by all of the additional provisions of this Lease.

25. **ASSIGNMENT OR SUBLEASE.** Except as provided below, Tenant shall not assign or transfer this Lease or any interest therein nor sublet the whole or any part of the premises, nor shall this Lease or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the advance written consent of the Port. The Port does grant its consent to a sublease to The Olympia Farmers Market which incorporates the material terms of this lease and to the periodic use of the site by Tenant or to the rental of the site to other users where the terms of the rental is less than thirty (30) days. Nothing herein shall prevent Tenant from pledging, assigning, or otherwise hypothecating this Lease or any interest therein, or any improvements on the premises, for the purpose of obtaining financing for the acquisition of a building or buildings or any improvements to be located on the premises. If the Port shall give its consent to any assignment or sublease, Tenant shall remain liable under the terms of this Lease, and this paragraph shall nevertheless continue in full force and effect and no further assignment or sublease shall be made without the Port's consent.

26. **COMPLIANCE WITH PORT REGULATIONS/ALL LAWS.** Tenant agrees to comply with all applicable rules and regulations of the Port pertaining to the building or other realty of which the premises are a part, now in existence or hereafter promulgated for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public. The Port shall provide Tenant with current copies of all such rules and any updates or changes. Tenant further agrees to comply with all applicable federal, state and municipal laws, ordinances and regulations and to indemnify the Port for any costs or fees incurred by the Port due to Tenant's failure to comply with the requirements of this section. Costs and fees shall include all direct and indirect costs and professional fees, including engineering and attorney's fees. The parking lot on Lot 2 is owned by the Port and Tenant shall have the undivided right to use 238 stalls for one half of the time (a 1/3 use of the parking lot). Use of the lot will be subject to rules of operation adopted by the Port Commission.

27. **PETROLEUM, DANGEROUS, TOXIC AND HAZARDOUS MATERIALS.** Tenant agrees to abide by all federal, state and local laws pertaining to the handling, storage, use and transportation of petroleum, dangerous, hazardous and toxic materials. (For purposes of this Agreement, wood waste shall be considered a dangerous material to be handled in accordance with the Department of Ecology's requirements or guidelines for wood waste disposal.) Tenant further agrees in the event of any occurrence in violation of such laws (including but not limited to, any action resulting in a spill, emission, accumulation, contamination or fire, whether discovered during the term of this Lease or after termination or renewal thereof), Tenant shall take all steps required by law and the appropriate authorities to clean up and restore the premises, and any other contaminated or affected area, to the satisfaction of said authorities and to provide a letter from said authorities to the Port certifying that the premises and affected areas have in fact been cleaned or restored and are presently in compliance with all federal, state and local laws. Finally, Tenant agrees to indemnify the Port for any claims, damages, costs or professional fees incurred by the Port by reason of any event or occurrence involving petroleum, dangerous, toxic or hazardous wastes directly or indirectly attributable to Tenant's use of Port property.

28. **STORAGE TANK LICENSES.** All storage on site, whether permanent or mobile, capable of holding more than two hundred fifty (250) gallons either in bulk or in separate containers or

any material identified in Exhibit "C" shall require a separate hazardous materials license. Such license shall provide for appropriate handling and storage facilities, inspections, testing and clean up procedures and any special insurance provisions which may be required.

29. INSPECTIONS AND NOTICE OF CHANGE.

a. Tenant agrees that inspections may be required by the Port at the Tenant's expense to assure compliance with paragraphs 27, **PETROLEUM, DANGEROUS, TOXIC AND HAZARDOUS MATERIALS**, and 28, **STORAGE TANK LICENSES**. Such inspections shall be made once every five (5) years or at any time the Port has good cause to believe a problem may exist.

b. The Tenant shall annually identify any materials listed in Exhibit "C" used in the course of its ordinary business.

30. TERMINATION BY THE PORT FOR PUBLIC USE. *reserved*

30A. TERMINATION BY THE TENANT. If during the term of this Lease the current Farmers Market organization terminates or abandons its use of the premises and the Tenant determines it is not feasible thereafter to operate a Farmers Market on the premises or on other sites, Tenant shall have the right to terminate this Lease upon giving the Port twelve (12) months notice; provided, that Tenant shall not have the right to terminate under this provisions prior to five (5) years from the date this Lease is signed. If the Tenant terminates the Lease pursuant to this provision, Tenant shall remove the improvements constructed thereon at its own expense, except for the restroom facility. The restroom facility shall be removed only at the Port's request. This provisions shall be considered authority in addition to that provided either party in other portions of this Lease.

31. TERMINATION FOR GOVERNMENT USE. In the event that the United States government, the State of Washington or any agency or instrumentality other than the Port thereof shall, by condemnation or otherwise, take title, possession or the right to possession of the premises or any part thereof, the Port may, at its option, terminate this Lease as of the date of such taking, and if Tenant is not in default under any of the provisions of this Lease on said date, any rental prepaid by Tenant shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly returned to Tenant. Any compensation due to the termination shall be distributed in accordance with an agreement of the parties or by an order of the appropriate court.

32. INSOLVENCY. If Tenant shall file a petition in bankruptcy, or if Tenant shall be adjudged or insolvent by any court, or if a receiver of the property of Tenant shall be appointed in any proceeding brought by or against Tenant, or if Tenant shall make an assignment for the benefit of creditors, or if any proceedings shall be commenced to foreclose any mortgage or any other lien on Tenant's interest in the premises or on any personal property kept or maintained on the premises by Tenant, the Port may, at its option, terminate this Lease, provided, however, that these provisions shall not apply so long as Tenant, or any assigns, trustee or receiver, is not in any way in default under the terms of this Lease.

33. PROMOTION OF PORT COMMERCE. The purpose of the Port is to encourage the development of commerce within the Port district, and to every reasonable extent possible, increase the movement of passengers and freight through Port facilities. In furtherance of this purpose, Tenant agrees to cooperate with the Port in the promotion of these purposes during the term of this Lease, and wherever reasonably possible, to utilize the Port's facilities in the movement of freight and passengers as a part of Tenant's business activities. Nothing in this paragraph shall be construed to obligate Tenant to accept signs, provide facilities, or spend monies in the Port's promotional advertising, nor shall this paragraph apply to the conduct of general city business, comprehensive planning, zoning or to other city functions

beyond those incidental to the City's role as a tenant under this Lease, but Tenant does agree to supply such information and data for the Port's promotional and advertising activities.

34. **ATTORNEY'S FEES AND COSTS.** Should a dispute arise between the parties hereto as to the effect of any provision hereof and said dispute is referred to an attorney, the losing party shall pay the prevailing party's actual and incurred attorney's fees; costs of court, including such fees and costs of any appeal; other legal expenses; and collection costs, except that the amount of such fees, costs or expenses taken separately or in the aggregate, shall not be unreasonable. If such dispute arises and is later settled by the parties, such settlement shall include a specific allocation of disposition of attorney's fees on both sides.

35. **NONDISCRIMINATION - SERVICES.** Tenant agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color or national origin in furnishing, or by refusing to furnish, to such person or persons the use of the facility herein provided, including any and all services, privileges, accommodations and activities provided thereby.

It is agreed that Tenant's noncompliance with the provisions of this clause shall constitute a material breach of this Lease. In the event of such noncompliance, the Port may take appropriate action to enforce compliance, may terminate this Lease, or may pursue such other remedies as may be provided by law.

36. **NONDISCRIMINATION - EMPLOYMENT.** Tenant covenants and agrees that in all matters pertaining to the performance of this Lease, Tenant shall at all times conduct its business in a manner which assures fair, equal and nondiscriminatory treatment of all persons without respect to race, creed or national origin, and in particular:

a. Tenant will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of racial or other minorities; and

b. Tenant will comply strictly with all requirements of federal, state or local laws or regulations issued pursuant thereto relating to the establishment of nondiscriminatory requirements in the hiring and employment practices, and assuring the service of all patrons or customers without discrimination as to any person's race, creed, color or national origin.

The Port reserves the right to take such action as the appropriate governmental authority may direct to enforce these provisions.

37. **APPRAISAL PROCEDURE.** *reserved*

38. **ARBITRATION PROCEDURE.** *reserved*

39. **JOINT AND SEVERAL LIABILITY.** Each and every party who signs this Lease, other than in a representative capacity, as Tenant, shall be jointly and severally liable hereunder.

40. **INVALIDITY OF PARTICULAR PROVISIONS.** If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

41. **NOTICES.** All default and other substantial notices required under the provisions of this Lease may be personally delivered or mailed. If mailed, they shall be sent by registered mail to the following addresses:

To the Port:
Port of Olympia
915 Washington Street N.E.
Olympia, WA 98501-6931

To the Tenant:
City of Olympia
900 Plum Street
Olympia, WA 98507

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

42. **WAIVER.** The acceptance of rental by the Port for any period or periods after a default by Tenant hereunder shall not be deemed a waiver of such default unless the Port shall so intend and shall so advise Tenant in writing. No waiver by the Port of any default hereunder by Tenant shall be construed to be or act as a waiver of any subsequent default by Tenant. After any default shall have been cured by Tenant, it shall not thereafter be used by the Port as a ground for the commencement of any action under the provisions of paragraph 24, **HOLDING OVER.**

43. **BINDER.** This Lease is binding upon the parties hereto, their heirs, personal representatives, successors in interest and assigns, including all subtenants or licensees.

LESSOR:

PORT OF OLYMPIA, a Washington
municipal corporation.

By: _____

[Signature]
Executive Director

TENANT:

CITY OF OLYMPIA, a Washington
municipal corporation.

By: _____

[Signature]
Title: City Manager

Approved as to form:

By: _____

[Signature]
Title: City Attorney

STATE OF WASHINGTON)
)
) SS.
COUNTY OF THURSTON)

On this 20th day of March, 1996, personally appeared before me Nick Hardy, to me known to be the Executive Director of the Port of Olympia, the municipal corporation named in the within and foregoing Lease, and acknowledged to me that he signed the same on its behalf, as he is so authorized to do, as his free and voluntary act and deed for the uses and purposes therein mentioned.

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



Gladys Mayer

NOTARY PUBLIC in and for the State of Washington residing at Thurston Co. Sp. 4-15-99

STATE OF WASHINGTON)
)
) SS.
COUNTY OF THURSTON)

On this 19th day of March, 1996, personally appeared before me Richard C. Cushing, to me known to be the City Manager of the City of Olympia, the municipal corporation named in the within and foregoing Lease, and acknowledged to me that he signed the same on its behalf, as he is so authorized to do, as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

Richard C. Cushing

NOTARY PUBLIC in and for the State of Washington residing at Olympia

EXHIBIT "A"

REQUIREMENTS AS TO IMPROVEMENTS

These conditions relating to improvements in this Exhibit "A" shall control unless the Port and Tenant have otherwise separately agreed to more specific time periods for production and coordination of drawings, financing and commencement of construction. In the event such additional documentation becomes a part of this Lease, then the time periods set forth in such documents shall be logically coordinated, the intent being that the shorter time periods should control the parties' respective performances.

1. **PORT APPROVAL OF TENANT IMPROVEMENTS.** As used herein, the terms "improvements" or "structures" shall mean and include without limitation all permanent buildings, and all other major structures or improvements of any kind located above the ground level of any site, plus any replacements, additions, repairs or alterations thereto. No improvement shall be constructed or maintained on the leased premises until the Port has first approved the design, density, size, appearance and location thereof. Before commencing any work of improvement or applying for any governmental permit or approval, Tenant shall first deliver to the Port for approval two (2) sets of schematic plans and preliminary specifications, including grading and drainage plans, exterior elevations, floor plans, site plans, and showing in reasonable detail existing topography and proposed type of use, size, land coverage, shape, height, location, material and elevation of each proposed improvement, all proposed ingress and egress to public or private streets or roads, all utilities and service connections, and all proposed landscaping, exterior materials and fences, parking, exterior lighting, signs, cut and fill, finished grade, runoff and concentration points. Nothing in this paragraph shall imply a submission standard higher than that required for a building permit, except as it relates to land use(s), utilities, infrastructure and impact upon adjoining properties and use(s) of adjoining properties.

The Port shall then have twenty (20) days during which to accept and approve or reject such preliminary plans and specifications. Once the preliminary plans and specifications have been approved, but prior to commencing any such work, Tenant shall submit to the Port for approval of final plans and specifications for any proposed improvements in the same manner as provided above.

All plans and specifications for grading or improvements to be submitted to the Port hereunder shall be prepared by a licensed or registered architect or engineer, as the case may be. All grading, piling, footing and foundation work must be conducted under the supervision of an appropriate licensed engineer. At the Port's option, a final certification by a licensed soils engineer or geologist must be filed with the Port upon completion of the grading work. The Port shall not unreasonably withhold its approval of any such plans or specifications.

The Port shall be conclusively deemed to have given its approval unless, within thirty (30) days after all such plans and specifications have been received by the Port, the Port shall give Tenant written notice of each item of which the Port disapproves. Unless so disapproved, the Port shall endorse its approval on at least one set of plans and return the same to Tenant. The Port may disapprove any plans which are not in harmony or conformity with other existing or proposed improvements on or in the vicinity of the leased premises, or with the Port Master Plan or other plans or criteria for the leased premises in the general area in which the leased premises are located, the sole discretion as to such adequacy remaining with the Port. Notwithstanding the foregoing, Tenant may, in accordance with the lease, repair, replace, alter or reconstruct any improvement on the leased premises for which plans were previously approved by the Port as provided above, but only if such repair, replacement, alteration or reconstruction is substantially identical to the improvement previously approved.

Concerning utility installations, Tenant, at Tenant's sole cost, including any connection fees, assessments or changes, shall be responsible for the installation on the leased premises of all utilities required by Tenant's use of the premises, assuming such utility services are available to the leased premises. Any contractual arrangements with any municipal supplier with respect to the improvements or utility installation shall not be entered into by Tenant without first obtaining the Port's approval. In the event that such utility services are not readily available at the leased premises, Tenant, at Tenant's sole cost, shall pay for the extension of such utilities to the leased premises.

The Port shall not be liable for any damages in connection with the approval or disapproval of any plans or specifications, any construction or performance by Tenant on the leased premises in connection with the erection of such improvements, any mistake in judgment, negligence or omissions in exercising its rights and responsibilities hereunder, or the enforcement or failure to enforce any provisions contained in the Lease. The Port's approval of plans and specifications shall not constitute the assumption of any responsibility by the Port or its representatives for the accuracy, efficacy or sufficiency thereof, and Tenant shall be solely responsible therefor.

2. **CERTIFICATES OF COMPLIANCE.** Tenant shall obtain all necessary permits and shall send copies of same to the Port, as well as copies of Certificates of Completion/Occupancy associated with such permits and pay the cost thereof. Prior to commencement of any such work of improvements, Tenant shall supply to the Port a certificate from a licensed civil engineer or land surveyor verifying that the proposed improvements will be located on the correct parcel and in accordance with plans previously approved by the Port. The Port may waive such requirement if the Port has already surveyed the proposed premises. Upon completion of any such improvements, Tenant shall supply to the Port a further certification by Tenant's architect (including the landscape architect in the case of improvements consisting of landscaping) that the improvements, as designed by the architect, have been completed in accordance with the plans previously approved by the Port. Final landscaping as approved by the Port shall be completed within sixty (60) days after completion of the structure. Tenant shall also supply to the Port one (1) set of "as-built" grading plans showing all underground installations within sixty (60) days following completion of any substantial improvement within the leased premises. Tenant shall also furnish the Port with a complete set of "as-built" building plans and an itemized statement of the actual construction cost of such improvements, not later than sixty (60) days after completion.

3. **DILIGENT COMPLETION AND COMPLIANCE.** After commencement of construction, Tenant shall diligently complete the construction so that the improvements will not remain in a partly finished condition any longer than is reasonably necessary, and Tenant shall comply with all applicable governmental laws, ordinances and other requirements or conditions and restrictions which may affect the leased premises, all at the sole cost and expense of Tenant.

EXHIBIT "B"

SCHEMATIC DESIGNS

The schematic designs dated August 21, 1995 meet Port requirements and are approved for purposes of this Lease, including the approval requirements of Section 9 and Exhibit "A."

EXHIBIT "C"

TOXIC, DANGEROUS AND HAZARDOUS SUBSTANCES STORAGE LICENSE

(License required for any material covered by
Dangerous Waste Regulations in WAC 173-303
as amended and 40 CFR Part 116-117 as amended,
copies are on file in the Port of Olympia offices)

Licensee: _____

Lease: _____

Term: _____ (Not to exceed 5 years.)

Fee: _____

Insurance: _____ The Port must be named insured and entitled
notice prior to cancellation.

Renewable: For life of underlying lease so long as conditions below are met:

1. Facilities approved for installation and use:

2. Preconstruction approvals required:

3. Preoccupancy approvals required:

4. Inspections required:

a. _____

b. At any time the Port has good reason to believe a problem may exist.

c. At a minimum, all tanks shall be pressure tested at least once every five (5) years to assure no loss of product into the environment (air, soil, surface or ground water).

5. Materials authorized for storage:

a. _____

b. Any additional materials require the consent of the Port.

6. Additional terms:

a. The Port Engineer shall have the right to terminate this license at any time and in his own discretion, if the facilities fail to meet all federal, state or local requirements or otherwise pose a hazard of unlawful contamination or pollution and such failures are not cured within thirty (30) days of written notice or such lesser time as appropriate under emergency circumstances.

b. The licensee agrees to bear all costs of construction, operation, maintenance, inspection or repair of the approved facilities and to keep the same in good operating repair during the term of this license, and the cost of any cleanup or other activities required in the event of a spill, leak or other pollution causing event.

c. The licensee agrees at any time that the approved facilities cease to be subject to a valid license agreement, for any reason, that the licensee shall, at its own cost, remove the facilities and restore the site to its original condition (including removal of all contaminated soils or water).

d. The Port shall have the right to terminate this license upon breach of any term herein or termination of the specified lease. Breach of any term of this license shall constitute a breach of the specified lease.

e. The licensee shall compensate the Port for all costs incurred by reason of any breach of this license.

LICENSEE:

PORT OF OLYMPIA;

By: Richard C. Curbing
Title: City Manager
License Date: 3-19-86

By: _____
Title: _____

EXHIBIT "D"

COMMON AREA AGREEMENT

- A. The Port shall complete the parking substantially as shown on the pending short plat for Lot 2. The City shall be granted an undivided license to use up to 238 parking stalls on the abutting Lot 2 on a one-half time basis. Costs of the parking lot operation and maintenance shall be allocated among all users on a prorata basis. For purposes of this allocation the parties agree that the City shall provide (1) security services for the entire parking lot (not limited to market operations) and (2) periodic sweeping as necessary to keep the entire lot clean and suitable for use (at least monthly and after major events at the Farmers Market). So long as such services are provided, the services are deemed equal to the Tenant's share and shall constitute the City's prorata share under this provision.

Should the City cease to provide the requisite services, the common area maintenance would be provided on a prorata basis based on stall usage identified above and charges allocated to all Tenants using the parking lot.

- B. Use of the parking facilities shall be subject to the use rules and regulations which may be imposed from time to time by the Port Commission for the parking property. The Port shall provide Tenant with current copies of all such rules and any updates or changes.

EXHIBIT "E"

RENTAL SCHEDULE

The rent for the premises leased shall be \$20,000 per year base rent. In addition to the base rent, the Tenant shall pay a supplemental rent based on gross receipts, which shall be the sum of the following:

a. **Farmers Market**

Gross Receipts from Farmers Market Operations	Supplemental Rent
0 - \$2,000,000	0-
\$2,000,001 - \$3,000,000	1% of gross receipts over \$2,000,000
\$3,000,001 - \$4,000,000	2% of gross receipts over \$3,000,000
\$4,000,001 - \$5,000,000	3% of gross receipts over \$4,000,000
\$5,000,001 - no limit	4% of gross receipts over \$5,000,000

b. **Other Revenues**

6% of gross receipts from municipal-sponsored functions other than Farmers Market revenues.

"Gross receipts" shall be calculated as the revenue reported by the Olympia Farmers Market for (subsection (a)). For subsection (b) gross receipts shall be City revenues derived from any other private group authorized to use the market property for commercial purposes, and any gross receipts from municipal sponsored functions other than the Farmers Market; provided, however, gross receipts shall not include interfund transfers which do not involve direct proceeds from the public or any private group for activities on market property.

Amends "6704"

LEASE AMENDMENT NO. 1

20293

PORT OF OLYMPIA GROUND LEASE

THIS LEASE AMENDMENT NO. 1 (this "Amendment") is made this 16th day of April 2013, by and between the PORT OF OLYMPIA, a Washington municipal corporation as Lessor (hereinafter referred to as the "Port") and the CITY OF OLYMPIA, a Washington municipal corporation (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, the Port and Tenant are parties to a Port of Olympia Ground Lease dated March 20, 1996 between the Port of Olympia, as Lessor, and the City of Olympia, as Tenant (the "Lease"); and

WHEREAS, the Port and Tenant now desire to amend the Lease for the purpose of restructuring the monthly rent and providing for a best practices assessment;

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED that the Lease between the parties is hereby amended as follows:

1. PARAGRAPH 1 – LEASE SUMMARY, SUBPARAGRAPH – RENT. Paragraph 1 – Lease Summary, subparagraph Rent; is deleted in its entirety and replaced with the following:

RENT.

Annual Rent. Rent for the Premises shall based on Gross Receipts, and shall be the sum of the following:

- a. Farmers Market. 1.5% of Gross Receipts, which shall be the revenue reported by the Olympia Farmers Market, and which shall not include any revenue from activities included in subpart b. below.
- b. Other Revenues. 6% of Gross Receipts, which shall be all revenues from municipal-sponsored functions other than Farmers Market revenues, and shall be all City revenues derived from any other private group authorized to use the market property for commercial purposes, and any gross receipts from municipal-sponsored functions other than the Farmers Market revenues; provided, however, gross receipts shall not include interfund transfers which do not involve direct proceeds from the public or any private group for activities on market property.

Annual Rent shall be payable in arrears on January 30 of each year for the Gross Receipts of the prior calendar year.

In addition, Tenant shall pay Leasehold Excise Tax; Insurance; Utilities; Fire Insurance; any and all assessments, charges, and fees by the City of Olympia, whether taxes or utility charges or otherwise in connection with the premises, the improvements located

thereon, or the activities conducted thereon; and any and all other assessments, charges, and fees.

Exhibit "E" Rental Schedule to the Lease is deleted in its entirety.

Rent Cap. Annual rent shall be capped at 6.65% of the fair market value of the premises as established by the Thurston County Assessor ("Rent Cap") for 2013 and every three (3) years thereafter. The Rent Cap for 2013 through 2015 shall be fixed at \$82,766 based on the \$1,244,600 fair market value of the premises as established by the Thurston County Assessor for 2013. For 2016 through 2018 the Rent Cap shall be based on the fair market value of the premises as established by the Thurston County Assessor for 2016; for 2019 through 2021 the Rent Cap shall be based on the fair market value of the premises as established by the Thurston County Assessor for 2019; and so forth for each successive three year period; provided however that the Rent Cap shall never be decreased. If the Thurston County Assessor does not establish a fair market value for the premises for any year in which the Rent Cap is to be adjusted, then the fair market value for such year shall be established by appraisal.

Appraisal. If the fair market value of the premises is to be established by appraisal, then such appraisal shall be conducted by an independent appraiser selected by the Port and approved by the City, which approval by the City shall not be unreasonably withheld, conditioned, or delayed. Such appraiser shall be a qualified MAI appraiser, with not less than 10 years experience appraising commercial real estate in Thurston County, Washington. A qualified MAI appraiser shall mean a member in good standing of the Appraisal Institute, or equivalent professional organization. In conducting an appraisal of the property, the fair market value shall be based upon the highest and best use of the property as if vacant, and the appraiser (a) shall consider sales of fee simple comparable properties in the general area; (b) shall appraise the property as if in private ownership and without discount or consideration for the property being owned by a municipal corporation; (c) shall appraise the property without regard to the premises being leased or the Tenant owning any improvements thereon; and (d) shall conduct and write the appraisal in conformity with the Uniform Standards of Professional Appraisal Practice. Such determination and any Rent Cap revision resulting therefrom shall be retroactive to the date the Rent Cap was to be effective. The cost of any appraisal shall be shared equally by the Port and Tenant.

2. **BEST PRACTICES ASSESSMENT.** Paragraph 1 - Lease Summary is amended by adding the following subparagraph:

Best Practices Assessment. The Port and Tenant, Tenant consulting with the Farmers Market Association and the understanding by the Parties that the Market would not be obligated to implement any recommendations forthcoming, shall engage a qualified independent third party to conduct an assessment of the Olympia Farmers Market and prepare proposed best practices for the Farmers Market, with the goals of sustaining the Olympia Farmers Market Association, and maintaining and enhancing the viability of small farmer members of the Olympia Farmers Market Association. The assessment shall be completed during a portion of the 2013 market season, and results shall be

available and shared with the Olympia Farmers Market Association no later than September 30, 2013. Tenant shall obtain the participation, cooperation, and support of the Olympia Farmers Market Association and its members in the assessment and development of best practices to ensure the success of the project. The cost of the assessment and preparation of proposed best practices shall be shared equally between the Port and Tenant. The detailed scope of work and other terms of the engagement, shall be as mutually agreed to by the Port and Tenant.


3. **EFFECTIVE DATE.** This Lease Amendment No. 1 shall be effective as of January 1, 2013, and shall apply to Annual Rent due on January 30, 2014 and thereafter for Gross Receipts received in 2013 and thereafter. Rent for 2012 shall be calculated and payable pursuant to the terms of the original Lease.
4. Except as expressly modified by the provisions of this Lease Amendment No. 1, the rest and remainder of the Lease shall remain in full force and effect and is affirmed and ratified by the signature of the parties hereto.


LESSOR:

TENANT:

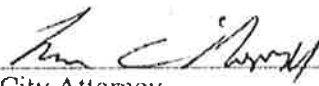
PORT OF OLYMPIA

CITY OF OLYMPIA

By: 
E. B. Galligan
Executive Director
Date: 4/16/2013

By: 
Printed name: Steven R. Hall
Its: City Manager
Date: 4/9/2013

APPROVED AS TO FORM:


City Attorney

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this 16th day of April, 2013, personally appeared before me E.B. Galligan, to me known to be the Executive Director at the Port of Olympia, the municipal corporation named in the within and foregoing **Lease Amendment No. 1**, and acknowledged to me that he signed the same on its behalf, as he is so authorized to do, as his free and voluntary act and deed for the uses and purposes therein mentioned.

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



Jesse Bensley
NOTARY PUBLIC in and for the State of
Washington, residing at Olympia
My commission expires: July 18, 2015

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this 10th day of April, 2013, personally appeared before me Steven R. Hall, to me known to be the City Manager of the entity named in the within and foregoing **Lease Amendment No. 1**, and acknowledged to me that he signed the same on its behalf, as he is so authorized to do, as his free and voluntary act and deed for the uses and purposes therein mentioned.

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



Ian Q. Jones
NOTARY PUBLIC in and for the State of
Washington, residing at Tumwater
My commission expires: 7-9, 2017

RATIFICATION

This Lease Amendment No. 1 shall be subject, as a condition subsequent, to ratification by the Port of Olympia Commission within thirty (30) days after the date set forth on Page 1. This Lease Amendment No. 1 shall be effective and binding on the parties until such time (and thereafter if ratified), the Executive Director having the authority to sign this Lease Amendment No. 1 and bind the Port to all of its material terms. If this Lease Amendment No. 1 is not ratified, it shall terminate and be of no further force and effect.

The undersigned confirms that this Lease Amendment No. 1 was ratified by the Port of Olympia Commission on April 8, 2013.

Port of Olympia Commission

By: George L. Barner Jr.

Its: PRESIDENT

Date: April 8, 2013

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this 8th day of April, 2013, personally appeared before me George L. Barner Jr., to me known to be the President of the Port of Olympia Commission, the municipal corporation named in the within and foregoing **Lease Amendment No. 1**, and acknowledged to me that he signed the same on its behalf, as he is so authorized to do, as his free and voluntary act and deed for the uses and purposes therein mentioned.

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



Jessie Bensley
Print Name: Jessie Bensley
NOTARY PUBLIC in and for the State of Washington,
residing at Olympia
My commission expires: July 18, 2015



City Council

ADDED - Approval of Resolution Authorizing City Manager to Execute a Settlement Agreement in the lawsuit, Bernie's Garage and Adams Street Warehouse vs. City of Olympia, WSDOT, and LIHI

Agenda Date: 11/22/2016
Agenda Item Number: 4.K
File Number: 16-1323

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

Title

ADDED - Approval of Resolution Authorizing City Manager to Execute a Settlement Agreement in the lawsuit, Bernie's Garage and Adams Street Warehouse vs. City of Olympia, WSDOT, and LIHI

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the resolution authorizing the City Manager to execute a settlement agreement of the above referenced case.

Report

Issue:

Whether to settle the above referenced case.

Staff Contact:

Darren Nienaber, Deputy City Attorney, 360.753.8037

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

This Settlement Agreement comes before Council because a proposed settlement with the State of Washington (WSDOT) requires modification of the 2008 Real Estate Purchase and Sale Agreement for the property commonly located at 318 State Avenue. The modification relates to a revision of the environmental indemnification given to the City by WSDOT under the purchase agreement at the time the City acquired the property at issue.

Bernie's Garage, LLC, and Adams Street Warehouse are plaintiffs in a lawsuit against City of

Olympia and Washington State Department of Transportation (WSDOT). The lawsuit concerns alleged contamination of the plaintiffs' property from the property to the south (currently owned by the City of Olympia). WSDOT had been owner of the southern property for over 80 years, using it as a testing and repair facility. WSDOT sold the property to the City of Olympia in 2008 for \$1,280,175. The acquisition money was placed into a special account that the City of Olympia was authorized to draw upon to clean up hazardous contamination of the property. Using all of the funds from that account, the cleanup of the property has substantially been accomplished. There is some contamination still remaining. The City of Olympia filed a cross claim in the above referenced case against WSDOT alleging, in part, that WSDOT is responsible under the 2008 Purchase and Sale Agreement for final cleanup of the City's parcel and, in addition under the agreement, that WSDOT is liable to the plaintiff (Bernie's Garage, LLC and Adams Street Warehouse) for any contamination, rather than Olympia.

The City of Olympia obtained an estimated cost of final cleanup of the property of about \$467,000, which includes certain contingencies. The City also obtained an estimate for maximum number of foreseeable contingencies to cleanup the property to meet Ecology Model Toxic Control Act (MTCA) standards in the amount of \$751,749, which includes unpaid prior costs except attorney's fees. The City has been offered \$751,749 by WSDOT to settle Olympia's cross claims against the State of Washington (WSDOT). WSDOT also would agree to pay and settle the claims brought by the plaintiffs, Bernie's Garage and Adams Street Warehouse. The offer is contingent on the City releasing WSDOT from on-property liability for environmental cleanup of the City's property. This release does not alter any responsibility WSDOT may or may not have with regard to off-property pollution. The City would use the settlement proceeds to finish cleanup of the property. The remainder of any settlement proceeds, if any, would be placed in a City account for remediation of other properties owned by the City.

Neighborhood/Community Interests (if known):

None as this is an administrative amendment.

Options:

1. Approve the attached resolution.
2. Continue with the lawsuit and assume risk of lesser result.

Financial Impact:

The City would receive \$751,749 in order to clean up its property.

Attachments:

Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A SETTLEMENT AGREEMENT IN
THE LAWSUIT OF BERNIE'S GARAGE, LLC, et al. vs. CITY OF OLYMPIA, et al.**

WHEREAS, Bernie's Garage, LLC and Adams Street Garage sued the City of Olympia, Washington State Department of Transportation (WSDOT) and LIHI relating to pollution alleged to have travelled to Bernie's Garage's and Adams Street Warehouse's property, Thurston County Superior Court Cause No. 16-2-01955-34; and

WHEREAS, the property to the south was owned by WSDOT for more than 80 years, who sold it to the City of Olympia in 2008; and

WHEREAS, the City of Olympia cross claimed in the above referenced lawsuit against WSDOT alleging that WSDOT was the appropriate defendant and in addition that WSDOT was liable for cleanup of the property the City acquired; and

WHEREAS, the City of Olympia has cleaned up most of the property but there remains some clean up required under the Washington State Model Toxics Control Act; and

WHEREAS, the Washington State Department of Transportation has offered to settle the case with a payment to Olympia of \$751,749 for the remaining environmental cleanup of the property on condition that the City assume responsibility for environmental cleanup of the property the City purchased from WSDOT; and

WHEREAS, WSDOT shall remain responsible for groundwater pollution that has flowed off-site; and

WHEREAS, WSDOT also offers to settle the claims made by the plaintiffs, Bernie's Garage, LLC and Adams Street Warehouse;

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

The City Council authorizes the City Manager to settle and execute all necessary documents in the above referenced case, in exchange for monetary compensation in the sum of \$751,749 to be paid by WSDOT to the City of Olympia; and to modify the terms of the 2008 Purchase and Sale Agreement to release WSDOT from environmental liability for pollution on the property acquired by the City from WSDOT. As part of the settlement, WSDOT shall also settle claims against the City and LIHI made by Bernie's Garage, LLC and Adams Street Warehouse, plaintiffs.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of November 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Nienaber

DEPUTY CITY ATTORNEY



City Council

Approval of an Ordinance Setting the Ad Valorem Tax for 2017 Collections

Agenda Date: 11/22/2016
Agenda Item Number: 4.E
File Number: 16-1217

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

Title

Approval of an Ordinance Setting the Ad Valorem Tax for 2017 Collections

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager's Recommendation:

Move to approve the ordinance on second reading.

Report

Issue:

Whether to approve the ordinance on second reading to set the Ad Valorem Tax for 2017 collections.

Staff Contact:

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

Presenter(s):

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

Background and Analysis:

The City is required to adopt a property tax levy ordinance and file a levy certification with the County by November 30, 2016. If no certification is filed, the County will levy the lesser of the amount levied for 2016 or any other legal limit which may be applied to the levy.

A public hearing on General Fund revenues sources, including property tax, is required prior to the adoption of the property tax levy (RCW 84.55.120). The schedule of proposed 2017 General Fund revenues is attached. Notice of the hearing was published on November 1 and November 8, 2016.

The 2017 general levy is based on a one percent increase over the previous highest legal levy, plus estimated amounts for new construction, a contingency, and a refund levy to be collected in 2017. An increase in the levy is limited to the lower of 1 percent or the inflation rate as measured by the implicit price deflator (IPD) plus new construction. The IPD affecting 2017 tax assessments is 0.953 percent.

To increase the levy beyond the IPD to one percent requires the Council to pass a resolution of substantial need with a super majority off the Council present. To increase the levy beyond these limits requires voter approval (levy lid lift).

A contingency of \$50,000 is included because the final values and changes in State assessed properties (utilities) are not known at this time. The maximum the City can collect in property taxes is limited to the lesser of the legal limit or the amount specified in the authorizing ordinance.

Once a levy is set there may be adjustments made which lower the amount of taxes to be collected, e.g. lower assessed valuations. The amount not collected due to adjustments can be added to the next year's levy as a refund levy.

Estimated Regular Levy for 2017 Collections -

The estimated regular levy for 2017 collections is \$14,455,444.27 including new construction, a refund levy, and contingency. The estimated rate per \$1,000 of assessed valuation is \$2.3060. The current rate is \$2.4084. Assessed value for 2017 tax collections is estimated at \$6.384 billion, an increase of \$599 million. Preliminary estimated increase in assessed valuation from new construction (included in above) is \$116.5 million. This will generate about \$280,625 in property tax revenue from new construction.

The maximum regular levy rate is \$3.325, assuming the Timberland Library District levied its full levy capacity of \$0.50 per \$1,000 of assessed value. The current levy rate of the District is \$0.4095.

Additionally, the City will collect property tax to pay debt service on bonds issued with voter approval to fund fire facilities and equipment. In 2008, voters approved an excess levy to pay for a fire station, fire training facility, and equipment. Bonds were issued in 2009. This levy for 2017 will be \$1,187,851 including a refund levy. Estimated levy rate is \$0.1908. The 2016 levy for the fire bonds is \$0.2096. The tax levy to pay the debt service on the fire bonds is not part of the public hearing.

The ordinance approving the levy must include the amount and percentage of change compared to the prior year levy (2016). The comparison is based on the highest legal levy which is calculated prior to addition of a refund levy.

\$13,858,835.61	Highest legal levy
13,997,423.96	101% of above
<u>Less 13,933,700.21</u>	2016 levy
\$ 63,723.76	Increase of 0.457336%

Neighborhood/Community Interests (if known):

N/A

Options:

- 1) Hold a public hearing; then close the hearing and move to approve the ordinance on first reading and forward to second reading. This ordinance would allow for the maximum property tax collections.
- 2) Hold the public hearing; then move the ordinance to second reading with changes as identified by the Council.
- 3) Continue the hearing to another date and direct staff to present the ordinance at another date. If the ordinance is not delivered to the County by November 30, then the amount of taxes to be levied

for 2017 may be limited.

4) Do not pass the ordinance. The County would levy property taxes at the same level as 2015.

Financial Impact:

General Expense Levy

\$13,997,423.96	1% increase over highest legal levy
\$ 280,625.63	New construction
\$ 127,394.68	Refund levy
\$ 50,000.00	Contingency pending final values from the County
<u>\$14,455,444.27</u>	

Fire Bond Levy

\$ 1,172,394.70
<u>\$ 15,267.30</u>
\$ 1,187,851.00

Attachments:

- Ordinance
- Estimated 2017 General Fund Revenue by Type

AN ORDINANCE SETTING THE AD VALOREM TAX AMOUNT AND AMOUNT OF INCREASE FOR THE BUDGET YEAR 2017.

WHEREAS, the Olympia City Council held a public hearing on November 15, 2016, to consider the City of Olympia ad valorem tax levy for 2017 collections; and

WHEREAS, the City Council, after the hearing and after duly considering all relevant evidence and testimony presented, has determined that the City of Olympia requires an increase in property tax revenue from the previous year, in addition to the increase resulting from additions of new construction and improvements to property, areas added by annexation, and any increase in the value of state-assessed property, in order to discharge the expected expenses and obligations of the City in its best interest; and

WHEREAS, the City must identify in the ad valorem tax ordinance the amount and percentage increase compared to the previous year; and

WHEREAS, the City issued bonds to pay for a Fire Station, Fire Training Facility, and Equipment, such bonds approved by voters in 2008; and

WHEREAS, the City of Olympia has been advised by the Thurston County Treasurer that the City of Olympia is eligible for a refund levy of \$127,394.68 related to the general levy; and

WHEREAS, the City of Olympia has been advised by the Thurston County Treasurer that the City of Olympia is eligible for a refund levy of \$15,267.30 related to the Fire Station bond levy; and

WHEREAS, final assessed values are not yet available, a contingency of \$50,000 is included in the General Levy; and

WHEREAS, the City Council passed a resolution finding a substantial need to levy the ad valorem tax above the rate of inflation, and

WHEREAS, the City is required to certify the amount to be raised by taxation on assessed valuation with the clerk of the county legislative authority by November 30.

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

Section 1. A \$63,723.76 increase in the regular property tax levy is hereby authorized for levy amounts to be collected in 2017, which is an increase of 0.457336% percent from the previous year.

This is exclusive of additional revenue resulting from new construction, improvements to property, any increase in the value of state assessed property, and any annexations that have occurred and refunds made.

Section 2. There is hereby fixed as the amount of property tax collections necessary to raise an amount equal to the estimated expenditures less the total estimated revenue from all sources other than ad valorem taxation, the following sum:

OLYMPIA	AMOUNT
General Expense Levy (Regular Property Tax Levy)	\$14,328,049.59
Excess Levy (Fire Station Bonds)	1,172,583.70
Administrative Refund Levy, General Expense Levy	127,394.68
Administrative Refund Levy, Bond levy	15,267.30
	\$15,643,295.27

Section 3. On or before the 30th day of November, 2016, the City Clerk shall file with the Clerk of the Thurston County Board of Commissioners a certified estimate of the total amount to be raised by the ad valorem tax levied herein on property within the City of Olympia.

ADOPTED THIS _____ day of November, 2016.

MAYOR

MAYOR PRO-TEM

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

COUNCILMEMBER

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED: PUBLISHED:

2017 Property Tax

Levy Calculation

- Regular Levy

\$13,997,424	1% Increase over highest legal levy
280,625	New Construction \$116.52 million
127,395	Refund Levy
<u>50,000</u>	Contingency, pending final valuations
\$14,455,444	

- Allocation of Regular Levy

\$10,824,630	Gen Fund (\$10,695,530 in preliminary budget*)
1,738,325	City Hall, Debt Service
552,489	4 th /5 th Ave Corridor, Debt Service
1,085,000	LEOFF 1 retiree post-employment benefits
205,000	Firemen's Pension Fund
<u>50,000</u>	Gen Fund, levy contingency
\$14,455,444	

*Difference refund levy and updated new construction assessed value

2017 Property Tax (continued)

Voter-Approved Fire Bond Levy

- Bond Levy
\$ 1,172,584
15,267
\$ 1,187,851
- Fire Bonds
Refund Levy

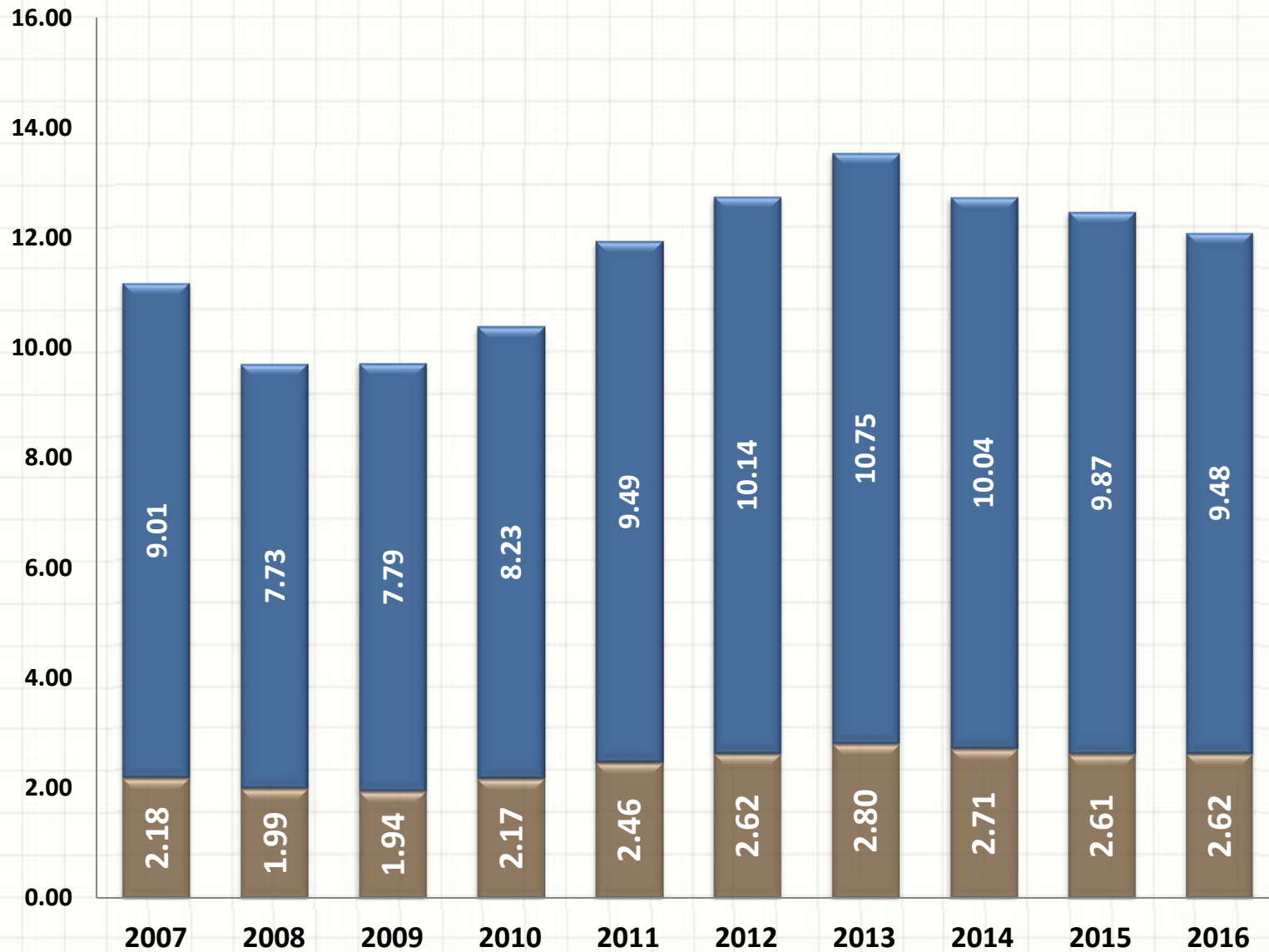
2017 Property Tax (continued)

Calculation of Amount and Percent Change for the Ordinance

\$13,858,835.61	Amount to which the 1% increase applies (2016 levy less refund levy)
x <u>101%</u>	
\$13,997,423.97	
- <u>\$13,933,700.21</u>	2016 levy
\$ 63,723.76	Increase over 2016 levy

Percent Change = 0.45734%

Levy Rate



SCHEDULE OF PRELIMINARY ESTIMATED 2017 GENERAL FUND REVENUE BY TYPE

Property Tax	\$10,695,530	14.90%
Sales Tax	20,955,810	29.19%
Business Tax	6,192,000	8.63%
Utility Tax, Private	4,962,390	6.91%
Utility Tax, Municipal	4,741,840	6.61%
Gambling Tax	130,000	0.18%
Leasehold Tax	150,000	0.21%
Licenses & Permits	923,250	1.29%
Intergovernmental	2,032,964	2.83%
Charges for Services	14,267,567	19.87%
Fines & Penalties	511,800	0.71%
Rents & Leases	1,451,668	2.02%
Other Revenue	<u>4,772,338</u>	6.65%
Total Revenue	\$71,787,157	



City Council

Approval of an Ordinance Appropriating \$1,347,150 for a Downtown Emergency Response Unit Pilot

Agenda Date: 11/22/2016
Agenda Item Number: 4.F
File Number: 16-1185

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

Title

Approval of an Ordinance Appropriating \$1,347,150 for a Downtown Emergency Response Unit Pilot

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve on second reading, an ordinance appropriating \$1,347,150 from a FEMA grant for a pilot of a lower acuity emergency response unit to operate primarily in the downtown area.

Report

Issue:

Whether to appropriate \$1,347,150 from a Staffing for Adequate Fire & Response (SAFER) Grant, which was accepted by the Council at its August 30, 2016 meeting.

Staff Contact:

Greg Wright, Deputy Fire Chief, 360.753.8466

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The City of Olympia has been awarded a grant for funding firefighter FTEs for a 24-month period to staff an Adaptive Response Unit. The Unit will respond primarily to the downtown including a number of lower acuity emergencies that are not time sensitive. The Unit will lessen the need for fire engines and ladder trucks to respond to these types of emergencies and preserve response times for fire units Citywide. The grant will reimburse for salary and benefits for six new firefighters. The City Council accepted the grant at its August 30, 2016, meeting.

The appropriation will fund this pilot program for two years. Finance will be accounting for this program separately from other activities within the Fire Department. The grant is being appropriated at this time so that the recruitment process can be started now assuring there will be staff available

when the program begins in February 2017.

Neighborhood/Community Interests (if known):

None

Options:

1. Move to pass the Ordinance on first reading and move to second reading.
2. Make changes to the Ordinance and direct staff to prepare a new Ordinance.
3. Do not approve the Ordinance.

Financial Impact:

\$1,347,150 to be provided by the US Department of Homeland Security, Federal Emergency Management Agency, over a 24-month period.

Attachments:

SAFER Grant Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, APPROPRIATING \$1,347,150 FOR A PILOT OF LOWER ACUITY EMERGENCY RESPONSE UNIT TO OPERATE PRIMARILY IN THE DOWNTOWN AREA FOR A PERIOD OF 24 MONTHS. THIS IS FUNDED BY A GRANT FROM FEMA.

WHEREAS, The City of Olympia has been awarded a grant from FEMA to provide funding of a lower acuity emergency response unit; and

WHEREAS, The City Council accepted the grant on August 30, 2016

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

Section 1. That the following appropriations are hereby made:

GENERAL FUND

Resources:	Federal Grant, FEMA	\$1,347,150
	TOTAL RESOURCES	\$1,347,150
Appropriations:	Fire Department	\$1,347,150
	TOTAL APPROPRIATIONS	\$1,347,150

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

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

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Adoption of Ordinance to Amend Project Permit Application Content Lists (OMC 18.77) and Definitions (OMC 18.02.180)

Agenda Date: 11/22/2016
Agenda Item Number: 4.G
File Number: 16-1210

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

Title

Adoption of Ordinance to Amend Project Permit Application Content Lists (OMC 18.77) and Definitions (OMC 18.02.180)

Recommended Action

Committee Recommendation:

The Land Use and Environment Committee recommends adopting the Ordinance amending Project Permit Application Content Lists (OMC 18.77) and Definitions (OMC 18.02.180)

City Manager Recommendation:

Move to adopt the Ordinance amending Project Permit Application Content Lists (OMC 18.77) and Definitions (OMC 18.02.180) on second reading.

Report

Issue:

Whether to adopt an the Ordinance amending Project Permit Application Content Lists (OMC 18.77) and Definitions (OMC 18.02.180) to provide for the City Council to delegate the updating of permit applications to staff.

Staff Contact:

Linda Bentley, Senior Planner, Community Planning & Development, 360.570.3746

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

OMC 18.77 requires the City to keep "Application Content Lists" listing each type of development project permit application and specifying the content necessary for timely and orderly processing of each permit application.

OMC 18.02.180 defines Application Content Lists as "That document entitled 'City of Olympia Project Permit Application Content Lists' approved and adopted by the City Council setting forth the required

content for project permit applications to be 'completed' as that term is used in RCW 36.70B.080.”

In practice, the requirements in OMC 18.77 mean that every time a development permit application needs updating, City staff prepares a resolution for approval by City Council, changes the Content Lists, then puts the same information on customer application forms. This current process includes redundancies, requires extra staff time and delays use of the updated application by the public.

The proposed Ordinance (attached) provides for the City Council to delegate the updating of permit applications to staff. Each change to an application form would be approved by the signature of the Director of Community Planning and Development. This will ensure the Director’s approval of each change, as well as ensuring staff and customers are using the most current forms. Staff would be directed to continuously maintain the current forms in a convenient, available format (paper and/or electronic).

Since this is a procedural amendment, neither a State Environmental Policy Act (SEPA) determination nor a public hearing is required.

Timing

There are a number of permit application changes due by December 1, 2016, to implement the new Low Impact Development (LID) code. Additionally, there have been and will be more changes to permit applications to implement the City’s new SmartGov permitting software. Approval of this ordinance will allow for those and all future changes to permit application forms to be put in effect in a timely and efficient manner.

Neighborhood/Community Interests (if known):

No knowledge of community concerns although increased government efficiency would probably be of interest to the community.

Options:

1. Adopt the Ordinance amending OMC 18.77 and OMC 18.02.180.
2. Adopt the Ordinance amending OMC 18.77 and OMC 18.02.180 with modifications.
3. Do not adopt the Ordinance amending OMC 18.77 and OMC 18.02.180.

Financial Impact:

More efficient use of staff resources should result from adoption of the Ordinance, thereby positively affecting budget.

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO PROCEDURAL ISSUES REGARDING DEVELOPMENT PERMIT PROCESSING; AND AMENDING SECTION 18.00.000, CHAPTER 18.77, AND SUBSECTION 18.02.180.A OF THE OLYMPIA MUNICIPAL CODE.

WHEREAS, RCW 36.70B.080 requires development regulations adopted pursuant to RCW 36.70A.040 (Growth Management Act) to ". . . establish and implement time periods for local government actions for each type of project permit application and provide timely and predictable procedures to determine whether a completed project permit application meets the requirements of those development regulations."; and

WHEREAS, RCW 36.70B.080 also states, "The development regulations must specify the contents of a completed project permit application necessary for the complete compliance with the time periods and procedures."; and

WHEREAS, Chapter 18.77 OMC currently specifies a procedure that is redundant and requires extraordinary staff resources; and

WHEREAS, the proposed amendments meet the requirements of RCW 36.70B.080 and reduce duplicative procedures; and

WHEREAS, the Land Use & Environment Committee of the City Council received a briefing on the proposed code text amendments on October 20, 2016; and

WHEREAS, these amendments are procedural and do not therefore require a public hearing or a State Environmental Policy Act (SEPA) decision; and

WHEREAS, this Ordinance meets the goals and requirements of the Growth Management Act; and

WHEREAS, Chapters 35A.63 and 36.70B 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, including but not limited to documents relating to Community Development and Planning file entitled "Application Content Lists"; and

WHEREAS, this Ordinance is also supported by the professional judgment and experience of the City staff who have worked on this proposal; and

WHEREAS, City Staff are known to the City Council, and staff's curriculum vitae shall be part of the record in support of this Ordinance;

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

Section 1. Amendment of OMC 18.00.000. Olympia Municipal Code Section 18.00.000 is hereby amended to read as follows:

18.00.000 Title Contents

Title 18 UNIFIED DEVELOPMENT CODE

Chapters:

Article I. GENERAL PROVISIONS

18.02 Basic Provisions

Article II. LAND USE DISTRICTS

18.04 Residential Districts

18.05 Villages and Centers

18.05A Urban Village, Neighborhood Village, Neighborhood Center and Community Oriented Shopping Center Design Guidelines

18.06 Commercial Districts

18.08 Industrial Districts

Article III. OVERLAY DISTRICTS

18.10 Height Overlay Districts

18.12 Historic Preservation

18.16 Pedestrian Street Overlay District

Article IV. GENERAL REGULATIONS

18.32 Critical Areas

18.36 Landscaping and Screening

18.37 Nonconforming and Conforming Buildings and Uses

18.38 Parking and Loading

18.40 Property Development and Protection Standards

18.42 Signs

18.44 Antennas and Wireless Communications Facilities

18.46 Eligible Wireless Communication Facilities Modifications

Article V. DISCRETIONARY APPROVALS

18.48 Conditional Uses

18.50 Homeless Encampments

18.51 State-Licensed Marijuana Producers, Processors, and Retailers Regulations

18.52 Limited Zones

18.53 Development Agreements

18.54 Planned Unit Development (PUD)

18.56 Planned Residential Development (PRD)

18.57 Master Planned Development (MPD)

18.58 Rezones and Text Amendments

18.59 Olympia Comprehensive Plan Amendment Process

18.60 Land Use Review and Approval

18.64 Townhouses

18.66 Variances and Unusual Uses

Article VI. ADMINISTRATION

- 18.72 Administration**
- 18.73 Civil and Criminal Penalty**
- 18.75 Appeals/Reconsideration**
- 18.76 Design Review Board**
- 18.77 Permit Application Contents Lists**
- 18.78 Public Notification**
- 18.82 Hearing Examiner**
- 18.86 Neighborhood Association Recognition and Notification**
- 18.90 Transfer of Development Rights**
- 18.100 Design Review**
- 18.105 Historic Structures and Buildings Within Historic Districts**
- 18.110 Basic Commercial Design**
- 18.120 Commercial Design Criteria Downtown**
- 18.130 Commercial Design Criteria High Density Corridor (HDC)**
- 18.135 Commercial Design Criteria Residential Scale District**
- 18.140 Commercial Design Review Auto Oriented District**
- 18.145 Commercial Design Review Freeway Corridor District**
- 18.150 Port Peninsula**
- 18.155 West Bay Drive District**
- 18.170 Multi-Family Residential**
- 18.175 Infill and Other Residential**
- 18.180 Manufactured Home Parks**

Section 2. Amendment of OMC 18.77. Olympia Municipal Code Chapter 18.77 is hereby amended to read as follows:

Chapter 18.77
PERMIT APPLICATION CONTENTS LISTS

18.77.000 Chapter Contents

Section:

18.77.010 Complete application form and content.

18.77.010 Complete application form and content

A. —~~Permit Application Contents Lists. The City of Olympia Project Permit Applications Content Lists dated July 20, 2009, which include Wireless Communications Facilities Submittal Requirements, shall specify on each type of permit application the requirements necessary for complete compliance with required time periods and procedures for approval, are hereby adopted by reference; o~~One (1) copy of which ~~each permit application~~ shall be kept on file in the offices of the City Clerk and the Olympia Community Planning and Development Department ~~and shall be available in electronic format where possible.~~ Such ~~lists-applications~~ shall be considered a part of the Olympia Municipal Code as though fully set forth therein. Such ~~lists-applications~~ specify the content necessary for timely and orderly processing of each project permit application ~~of the city of Olympia~~ and for reaching a determination that such

application is complete as provided by Section 18.72.060 of the Olympia Municipal Code. The Director shall be responsible for updating the permit applications as necessary.

~~B. — Conflict Between Regulations. When any provision of the Application Content Lists shall be found to be in conflict with any other duly adopted development regulation of the City, the Application Content Lists shall prevail. All project permit application forms of the City shall be consistent with the provisions of the Application Content Lists.~~

Section 3. Amendment of OMC 18.02.180. Olympia Municipal Code Subsection 18.02.180.A is hereby amended to read as follows:

18.02.180 Definitions

A. DEFINITIONS - SPECIFIC.

Abandon. To cease or suspend from developing or maintaining a building or use for a definite period of time.

Abandoned Activity. A business or activity with no reported sales or activity for a period of twelve (12) months, except temporary closures for repairs, alterations, or other similar situations. Land and/or buildings not in use for such period are considered vacant and unoccupied and may be subject to review including land use approval prior to renewal of use.

Abutting. Two or more parcels or buildings sharing a common boundary of at least one point.

Access. Safe, adequate, and usable ingress/egress (entrance/exit) to a property or use.

Accessory Dwelling Unit. See Dwelling, Conventional.

Accessory Structure. A structure detached from the principal building located on the same lot and customarily incidental and subordinate to the principal building. Any part of the main building which shares a common wall and roof is considered a part of that building. A building or portion thereof is not considered attached if the attachment is by a covered breezeway. (See also Subordinate.)

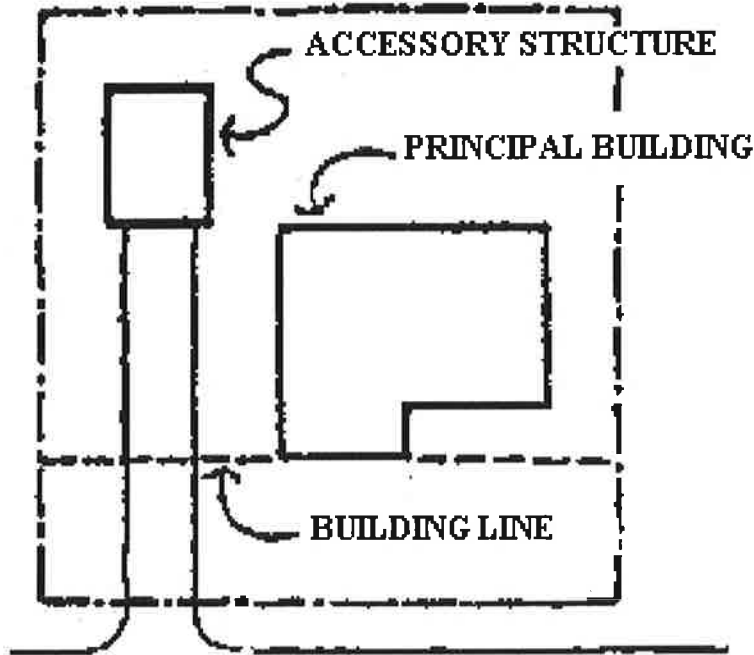


FIGURE 2-1

Accessory Use. A use of land or a portion thereof customarily incidental and subordinate to the principal use of the land and located on the same lot with the principal use, such as: garage sales; merchandise displays outside of a business; community oriented outdoor activity associated with schools, churches, and other non-profit organizations; and temporary contractor offices on a construction site.

Action. A decision made by the review authority(s) on a land use application, including any findings, environmental determination and conditions of approval.

Adult Day Care Home. See Dwelling, Assisted Living.

Adult Entertainment.

a. Any exhibition, performance, or dance of any type conducted in a premises where such exhibition, performance, or dance involves a person who is unclothed or in such costume, attire, or clothing as to expose any portion of the female breast below the top of the areola or any portion of the pubic region, anus, buttocks, vulva, or genitals, or human male genitals in a discernibly turgid state, or wearing any device or covering exposed to view which simulates the appearance of any portion of the female breast below the top of the areola or any portion of the pubic region, anus, buttocks, vulva, or genitals, or human male genitals in a discernibly turgid state, even if completely opaquely covered; or

- b. Any exhibition, performance, or dance of any type conducted in a premises where such exhibition, performance, or dance is distinguished or characterized by a predominant emphasis on the depiction, description, simulation of, or relation to, the following specified sexual activities:
- i. Human genitals in a state of sexual stimulation or arousal;
 - ii. Acts of human masturbation, sexual intercourse, or sodomy; or
 - iii. Fondling or other erotic touching of human genitals, pubic region, buttocks or female breast; provided, adult entertainment and specifically the "depiction, description, simulation of, or relation to" sexual activities described above, shall not be construed to include any form of actual sexual conduct as defined in this section.
- c. Any exhibition, performance, or dance intended to sexually stimulate any patron and conducted in a premises where such exhibition, performance, or dance is performed for, arranged with, or engaged in with fewer than all patrons on the premises at that time, with separate consideration paid, either directly or indirectly, for such performance exhibition or dance. For purposes of example and not limitation, such exhibitions, performances, or dances are commonly referred to as table dancing, couch dancing, taxi dancing, lap dancing, private dancing, or straddle dancing.

Adult-Oriented Business. Shall mean the following businesses:

- a. Adult arcade. An establishment containing any individual viewing areas or booths, where, for any form of consideration, including a membership fee, one or more still or motion picture projectors, slide projectors, or similar machines, or other image producing machines are used to show films, motion pictures, video cassettes, slides, or other photographic reproduction of sexual conduct, or adult entertainment.
- b. Adult cabaret. A night club, bar, restaurant, theater, or auditorium, or similar commercial establishment, whether or not alcoholic beverages are served, which presents adult entertainment.
- c. Adult motel. A hotel, motel, or similar commercial establishment which:
 - i. Offers sleeping accommodation to the public for any form of consideration and, as a significant purpose of its business, provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction of or description of sexual conduct or adult entertainment and are not rated G, PG, PG-13, NC-13, NC-17, or R by the Motion Picture Association of America; or

- ii. Offers a sleeping room for rent for a period of time that is less than ten (10) hours; or
- iii. Allows a tenant or occupant of a sleeping room to sub rent the room for a period time that is less than ten (10) hours.

d. Adult motion picture theater. A commercial establishment or drive-in theater where a significant portion of the films, motion pictures, video cassettes, slides, or similar photographic reproductions are characterized by the depiction or description of adult entertainment or sexual conduct and are not rated G, PG, PG-13, NC-13, NC-17, or R by the Motion Picture Association of America and are shown for any form of consideration.

e. Adult book store. A business having as a significant portion of its volume of trade the display, barter, rental and/or sale of books, printed matter, video tapes, discs or cassettes, films, pictures or other material or paraphernalia distinguished or characterized by an emphasis on matters depicting, describing or relating to sexual conduct or adult entertainment, as defined herein. For purposes of this ordinance, "portion of its volume or trade" means that portion of the store's display space devoted to such material, or that portion of its gross receipts received from the sale of such material, whichever is greater.

f. Other adult entertainment facility. Any commercial establishment to which any patron is invited or admitted and where adult entertainment is presented as a substantial part of the premises' activity, including but not limited to escort agencies, seminude or nude modeling studios, or similar establishments.

Affected Party. Any individual, partnership, corporation, association, or public or private organization of any character, significantly affected by or interested in an action before the Review Authority, including any party in a contested case.

Affordable Housing. Housing affordable to households with an income not greater than 80 percent of the median income for Thurston County as determined by the U.S. Department of Housing and Urban Development. Affordable housing should cost no more than 30 percent of gross household income (including utilities).

Agriculture. The use of land for farming, dairying, pasturing and grazing, horticulture, floriculture, viticulture, apiaries, animal and poultry husbandry, and accessory activities, including, but not limited to, storage, harvesting, feeding or maintenance of equipment and onsite sales of agricultural products, but excluding stockyards, slaughtering or commercial food processing.

Airport or Heliport. Any area of land or structure designated and set aside for the landing and taking off of any aircraft regulated by the Federal Aviation Administration.

Alley. A public or private way, at the rear or side of property, permanently reserved as a means of vehicular or pedestrian access to a property.

Alteration. Any change, addition or modification in construction or occupancy.

Amendment. The action whereby the content of this title is revised, including additions, deletions, or clarification of language, maps, or diagrams.

Amusement Activity. An indoor, covered or outdoor facility or building that contains various devices for entertainment, including coin or token-operated machines, rides, booths to conduct games or the sale of souvenir items.

Ancillary Structure, WCF. Any form of development associated with a wireless communications facility, including but not limited to: foundations, concrete slabs on grade, guy anchors, generators, and transmission cable supports; however, specifically excluding equipment cabinets.

Animals. Any living organism except a plant, fungus, virus, or bacterium. (See also Pet, Traditional.)

Animal Hospital. A place where animals or pets are given medical or surgical treatment and are cared for during the time of such treatment, including the accessory use of the premises as a kennel or a place where animals or pets are boarded for compensation.

Animal Kennel. See Kennel.

Animal Unit. One thousand pounds of live weight of any given livestock species or any combination of livestock species. For additional information, see the U.S. Department of Agriculture Natural Resource Conservation Service Animal Waste Field Handbook.

Antenna. Any apparatus designed for the transmitting and/or receiving of electromagnetic waves, including but not limited to: telephonic, radio or television communications. Types of elements include, but are not limited to: omni-directional (whip) antennas, sectionalized (panel) antennas, multi or single bay (FM and TV), yagi, or parabolic (dish) antennas.

Antenna Array. A single or group of antenna elements and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the sole purpose of transmitting or receiving electromagnetic waves.

Antenna Element. Any antenna or antenna array.

Antenna Support Structure. A vertical projection composed of metal or other material with or without a foundation that is designed for the express purpose of accommodating antennas at a desired height. Antenna support structures do not include any device used to attach antennas to an existing building. Types of support structures include the following:

Guyed Structure. A style of antenna support structure consisting of a single truss assembly composed of sections with bracing incorporated. The sections are attached to each other, and the assembly is attached to a foundation and supported by a series of wires that are connected to anchors placed in the ground or on a building.

Lattice Structure. A tapered style of antenna support structure that consists of vertical and horizontal supports with multiple legs and cross bracing, and metal crossed strips or bars to support antennas.

Monopole Structure. A style of freestanding antenna support structure consisting of a single shaft usually composed of two or more hollow sections that are in turn attached to a foundation. This type of antenna support structure is designed to support itself without the use of guy wires or other stabilization devices. These facilities are mounted to a foundation that rests on or in the ground or on a building's roof.

Anti-Climbing Device. A piece or pieces of equipment, which are either attached to an antenna support structure, or which are freestanding and are designed to prevent people from climbing the structure. These devices may include but are not limited to fine mesh wrap around structure legs, "squirrel-cones," or other approved devices, but excluding the use of barbed or razor wire.

Apartment. See Dwelling, Conventional.

Apparel and Accessory Stores. Stores primarily engaged in selling new or used clothing, shoes, jewelry, and related articles for personal wear and adornment and stores which rent clothing such as costumes or formal wear.

Applicant. Owner(s) or lessee(s) of property, including their agent(s) who submit an application for development, including person(s) who have contracted to purchase property.

~~Application Content Lists. That document entitled "City of Olympia Project Permit Application Content Lists" approved and adopted by the City Council setting forth the required content for project permit applications to be "completed" as that term is used in RCW 36.70B.080.~~

Arcade. A covered walk with shops along one side and a line of arches or columns on the other side.

Archaeological Sites. Any site or location of prehistoric or historic significance including, but not limited to, burial sites, camp sites, rock shelters, caves and their artifacts, implements and remains of preexisting native Americans.

Architectural Elements. Components that are part of a building, such as windows, doors, materials, details, and structural membrane.

Articulation. The giving of emphasis to architectural elements of a building (like windows, balconies, entries, etc.) that create a complementary pattern or rhythm, dividing large buildings into smaller identifiable pieces.

Ash, Incinerator. Particulate or solid residues resulting from the operation of incinerator or energy recovery facilities managing municipal solid waste, including solid waste from residential, commercial and industrial establishments, if the ash residues:

- a. Would otherwise be regulated as hazardous wastes under RCW [70.105](#); and
- b. Are not regulated as a hazardous waste under the Federal Resource Conservation and Recovery Act (RCRA), 42, U.S.C. Section 6910, et seq.

ASR. The Antenna Structure Registration Number as required by the FAA and FCC.

Attached Structure. Any structure that has an enclosed interior wall(s) and covered roof in common with another structure sufficient to constitute an occupiable room (i.e., seven feet wide or more). A structure connected to another structure only by a covered passageway is not considered attached. (See Detached Structure; note that structures conforming with neither definition must conform with requirements of this title for both types of structures.)

Auction. See Swap Meet.

Auditor. The Auditor of Thurston County, Washington.

Automobile Rental Agencies. This includes businesses primarily engaged in short-term rental or extended-term leasing of passenger cars, hearses, limousines, and the like, without drivers. Finance (equity or full-payout) leasing of automobiles is classified with Motor Vehicle Sales.

Automobile Wrecking. The wrecking, dismantling, or salvage of motor vehicles or trailers, or the storage of, sale of or recycling or disposal of dismantled, partly dismantled, or wrecked motor vehicles or their parts. (See also Junk or Salvage Facility.)

Awning. A structure affixed to a building which extends over windows, sidewalks or doors, principally as protection from sun and rain.

Section 4. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section 5. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 6. Effective Date. This Ordinance shall take effect five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Nieneber

DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of Amendment to Ordinance 7039 (Operating Budget)

Agenda Date: 11/22/2016
Agenda Item Number: 4.H
File Number: 16-1256

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

Title

Approval of Amendment to Ordinance 7039 (Operating Budget)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve amending ordinance on first reading and forward to second reading.

Report

Issue:

Whether to approve the amendment to Ordinance 7039.

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

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

There was one ordinance since the adoption of ordinance 7039 relating to the Operating Budget. An Ordinance 7035 was presented to the Council on November 15, 2016 to appropriate \$1,347,150 within the General Fund to fund an Adaptive Response Unit within the Fire Department. Funding will be provided by a grant from the US Department of Homeland Security, Federal Emergency Management Agency (SAFER Grant).

Budget Items Not Previously Presented to the Council:

- 1) Appropriation of \$10,000 for the Ambassador Program. This is funded by the PBI. The PBI budget included \$43,500 for support of the Ambassador Program. The Ambassador Program budget only \$33,500 as resources to come from the PBI. This appropriation will allow the Ambassador Program to spend all the \$43,500 being provided by the PBI.
- 2) Appropriation of \$208,000 of Fire Department revenue which exceeds the budgeted (estimated) revenue, to be used for various Fire Department needs.
- 3) Appropriation of \$58,600 of Parks, Arts & Recreation Department revenue which exceeds the budgeted (estimated) revenue, to be used for various Parks, Arts & Recreation Department needs.
- 4) Appropriation of \$31,700 for replacement of damaged light poles. Funding is provided by insurance reimbursements.
- 5) Appropriation of \$1,203,000 for post-employment benefits of retired LEOFF 1 fire fighters and police officers. These benefits are required by law and were previously paid from a Trust Fund. Trust Funds do not require expenses to be budgeted. Due to changes in accounting standards, these payments can no longer be accounted for within a Trust Fund. They now have to be account for as a general expense, which requires the expenses to be budgeted. The post-employment benefits now be accounted for in a General Fund, Sub-Fund. These expenses are funded with general property tax revenues.
- 6) Appropriation of \$250,000 within the Development Fee Revenue Fund to reimburse the General Funds for services to support development. This is funded for development fees collected.

Neighborhood/Community Interests (if known):

None noted.

Options:

- 1) Approve ordinance amending Ordinance 7039.
- 2) Do not approve the amending ordinance. The budget items not previously presented to the council would not be authorized.

Financial Impact:

Total appropriation increase of \$3,108,450. Funding for these appropriations noted above.

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO BUDGETS, FINANCE, AND SALARIES, AND AMENDING ORDINANCE NO. 7039.

WHEREAS, the Olympia City Council held a public hearing and considered public testimony on the 2016 preliminary budget on November 17, 2015, as required by law; and

WHEREAS, the Olympia City Council passed Ordinance No. 6998 approving the 2016 budget on December 15, 2015; and

WHEREAS, the Olympia City Council amended Ordinance No. 6998 by passage of Ordinance No. 7006 on April 19, 2016; and

WHEREAS, the Olympia City Council amended Ordinance No. 7006 by passage of Ordinance No. 7021 on June 21, 2016; and

WHEREAS, the Olympia City Council amended Ordinance No. 7021 by passage of Ordinance No. 7039 on October 11, 2016; and

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

WHEREAS, the following amendments need to be made to Ordinance No. 7039;

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

Section 1. 2016 Budget. The budget for the calendar year 2016 is hereby adopted in the amounts and for the purposes as shown below; and the following sums, or so much thereof as shall severally be found necessary, are hereby appropriated out of any of the monies in the several funds in the City Treasury hereinafter named.

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
General, Regular Operations	\$1,727,035	\$68,647,292 \$70,302,742	\$70,374,327 \$72,029,777	-
General, Special Sub-Funds				
Special Accounts	616,720	1,105,660	1,722,380	-
Development Fee Revenue	-	3,037,211 3,287,211	3,037,211 3,287,211	-
Parking	588,207	1,518,700	1,926,475	180,432
Other Post Employment Benefits	-	1,203,000	1,203,000	-
Washington Center	5,000	320,872	325,872	-
Municipal Arts	400	50,000	50,400	-
Equip & Facilities Reserve	900,000	1,224,569	2,124,569	-
Total General Fund	3,837,362	75,904,304 79,012,754	79,561,234 82,669,684	180,432
4 th /5 th Avenue Corridor Bridge Loan	2,306	554,673	556,979	-
LTGO Bond Fund - 2006 Parks	-	1,191,750	1,191,750	-
UTGO Bond Fund - 2009 Fire	-	1,198,140	1,193,731	4,409
City Hall Debt Fund - 2009	962	2,420,156	2,421,118	-
2010 LTGO Bond - Street Projects	-	438,667	438,663	4
L.O.C.A.L. Debt Fund - 2010	1	178,281	178,282	-

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
2010B LTGO Bonds - HOCM	-	420,688	420,688	-
2013 LTGO Bond Fund	-	671,675	671,675	-
2016 LTGO Bond Anticipation Note Fund		50,000	50,000	
Water Utility O&M	10,758	12,328,250	12,339,008	-
Sewer Utility O&M	97,140	18,853,133	18,950,273	-
Solid Waste Utility	-	10,547,363	10,528,483	18,880
Storm Water Utility	53,861	5,137,826	5,191,687	-
Water/Sewer Bonds	15,285	2,040,532	2,028,566	27,251
Stormwater Debt Fund	-	103,311	103,219	92
Equipment Rental	-	2,138,767	2,138,087	680
TOTALS	\$4,017,675	\$134,177,516 \$137,285,966	\$137,963,443 \$141,071,893	\$231,748

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

Section 3. Salaries and Compensation. The salaries and compensation for the City of Olympia employees for the calendar year 2016 shall be as set forth in the "Supplementary Information" section of the 2016 Adopted Operating Budget document, or as the same may be amended by the City Manager as part of his administration of the budget pursuant to Section 2 above.

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

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

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


Section 7. 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 (DCA)

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of Amendment to Ordinance 7040 (Capital Budget)

Agenda Date: 11/22/2016
Agenda Item Number: 4.I
File Number: 16-1257

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

Title

Approval of Amendment to Ordinance 7040 (Capital Budget)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve amending ordinance on first reading and forward to second reading.

Report

Issue:

Whether to approve the amendment to Ordinance 7040?

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

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

No separate ordinances were passed since the adoption of ordinance 7040 relating to the Capital Budget.

Budget Items Not Previously Presented to the Council:

- 1) Appropriation of \$25,000 for a well to monitor water quality from a transportation storm water

facility. Funding is provided from transportation impact fees.

Neighborhood/Community Interests (if known):

None noted.

Options:

- 1) Approve ordinance amending Ordinance 7040.

- 2) Do not approve the amending ordinance or re-allocation of budget. The budget items would not be authorized.

Financial Impact:

Total appropriation increase of \$25,000. Funding for these appropriations noted above.

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE CAPITAL FACILITIES PLAN FOR THE YEARS 2016 – 2021, AND AMENDING ORDINANCE NO. 7040

WHEREAS, the Olympia City Council adopted the “Capital Facilities Plan” for years 2016 through 2021 by passing Ordinance No. 6997 on December 15, 2015; and

WHEREAS, the Capital Facilities Plan is periodically amended to recognize additional revenue and/or appropriations, as provided for in RCW 36.70A.130(2)(a)(iv); and

WHEREAS, the Olympia City Council amended Ordinance No. 6997 by passage of Ordinance No. 7007 on April 19, 2016; and

WHEREAS, the Olympia City Council amended Ordinance No. 7007 by passage of Ordinance No. 7022 on June 21, 2016; and

WHEREAS, the City Council amended Ordinance No. 7022 by passage of Ordinance No. 7040 on October 11, 2016; and

WHEREAS, the following amendments need to be made to Ordinance No. 7040; and

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

Section 1. That certain document entitled the "Capital Facilities Plan," covering the years 2016 through 2021, a copy of which will be on file with the Office of the Director of Administrative Services and available on the City’s web site, is hereby adopted as the Capital Facilities Plan for the City of Olympia and is incorporated herein as though fully set forth.

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

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

Section 4. The Director of Administrative Services is hereby authorized to bring forward into fiscal year 2016 all appropriations and allocations not otherwise closed, completed, or deleted from prior fiscal years' capital budgets.

Section 5. The following appropriations are hereby made:

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
Impact Fee Fund	\$2,704,596	-	\$2,704,596	-
SEPA Mitigation Fee Fund	78,501	-	78,501	-

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
Parks & Recreational Sidewalk, Utility Tax Fund	-	2,409,750	2,409,750	-
Real Estate Excise Tax Fund	744,400	1,200,000	1,944,400	-
Capital Improvement Fund	569,600	21,374,037	21,943,637	-
City Hall Construction Fund	50,000	-	50,000	-
Water CIP Fund	700,000	7,730,000 7,755,000	8,430,000 8,455,000	-
Sewer CIP Fund	1,311,700	741,300	2,053,000	-
Stormwater CIP Fund	611,061	1,784,700	2,395,761	-
Storm Drainage Mitigation Fund				
TOTALS	\$6,769,858	\$35,239,787 \$35,264,787	\$42,009,645 \$42,034,645	\$0

Section 6. Severability. The provisions of this Ordinance are declared separate and severable. If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of this Ordinance or application of the provision to other persons or circumstances shall be unaffected.

Section 7. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 8. Effective Date. This Ordinance shall take five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY (DCA)

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of Ordinance Adopting Permanent Regulations for Cannabis Land Uses

Agenda Date: 11/22/2016
Agenda Item Number: 4.J
File Number: 16-1240

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

Title

Approval of Ordinance Adopting Permanent Regulations for Cannabis Land Uses

Recommended Action

Committee Recommendation:

The Planning Commission recommends adopt permanent zoning regulations allowing cannabis sales in High Density Corridor - 4, High Density Corridor - 3, Medical Services, and General Commercial zones, and reducing buffers on restricted land uses (except schools and playgrounds) from 1,000 feet to 500 feet.

City Manager Recommendation:

Move to approve on first reading and move to second reading the ordinance adopting permanent regulations for Cannabis Land Uses

Report

Issue:

Whether to adopt permanent zoning regulations allowing cannabis sales in High Density Corridor - 4, High Density Corridor - 3, Medical Services, and General Commercial zones, and reducing buffers on restricted land uses (except schools and playgrounds) from 1,000 feet to 500 feet.

Staff Contact:

Chris Grabowski, Lead Code Enforcement Officer, CP&D, 360.753.8168

Presenter(s):

Chris Grabowski, Lead Code Enforcement Officer, CP&D 360.753.8168

Background and Analysis:

The City currently allows interim sales of cannabis in High Density Corridor-4 (HDC-4), High Density Corridor-3 (HDC-3), Medical Services (MS) and General Commercial (GC) zones, in conjunction with 500 foot buffers separating such uses as licensed daycares, parks, arcades, libraries, and public transit centers, while maintaining a 1,000 foot buffer from schools and playgrounds. The interim regulations were sent to the Olympia Planning Commission for public hearing and deliberation.

In November of 2012, Washington State voters passed Initiative Measure No. 502 (I-502) legalizing

the sale of recreational cannabis in the State of Washington. Subsequently, on May 7, 2013, the Olympia City Council established a moratorium on all new cannabis related land uses. The moratorium was for one year initially, and is renewed every six months after holding a public hearing, per State law. On October 15, 2013, Council approved interim zoning regulations for I-502 recreational marijuana and lifted that portion of the moratorium which applied to those uses. At its April 19, 2016 meeting, the City Council extended the moratorium for an additional six months after holding the requisite public hearing. That extension expired the first week of November, 2016.

In 2015, the Washington State Legislature passed comprehensive legislation (2SSB 5052 & HB 2136) creating rules for the largely unregulated medical cannabis collectives and establishing a State regulated system overseen by the Liquor and Cannabis Board, and the Washington State Department of Health. The former "collectives" are now much smaller and more tightly regulated "cooperatives" that cannot easily rotate their four-person membership. The four-person cooperative can grow up to fifteen (15) plants per member. Cooperatives cannot sell or donate their product to other medical users, even those registered with the state, and members have to work the plants rather than pay into the cooperative. The State's regulations mandated that all existing collective storefronts cease operation by July 1, 2016.

The number of State licensed retailers has been increased in the City of Olympia to meet demand previously met by the collective storefronts. To serve the medical users who will need or want access to marijuana at a store, the state authorized the creation of 222 licenses in addition to the 334 it originally authorized. The State allotted the City of Olympia three new retail cannabis licenses, in addition to the two licenses it received in the original round of licensing. All of five of these retail licenses have been assigned. The three new licensees have gone through the Hearing Examiner review process and are open for business.

The Olympia City Council approved interim regulations for State licensed retailers which added more allowed zones for sales, and reduced certain buffers to restricted land uses as authorized by State law. Under its 2014 regulations, the City allowed retail sales of cannabis through State licensed retail stores in General Commercial (GC) and High Density Corridor 4 (HDC-4) zones and production and processing in Light Industrial (LI) zones. The interim regulations approved by Council in 2015 added High Density Corridor 3 (HDC-3) and Medical Services (MS) zones to those allowed for retail sales, and reduced buffers on restricted land uses to 500 feet, except for schools and playgrounds, which remain at 1,000 feet. There was no change to the zoning requirements for producers/processors. The interim regulations were forwarded to the Olympia Planning Commission for public hearing and deliberation.

The Olympia Planning Commission held a public hearing on the regulations on August 15, 2016. The Commission deliberated immediately after the public hearing and approved the regulations with no changes. The ordinance was referred back to City Council for final adoption.

Neighborhood/Community Interests (if known):

No one spoke at the public hearing before the Planning Commission.

Options:

1. Adopt the interim regulations as permanent.
2. Refer back to Planning Commission if there is any new direction from Council.

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

Financial Impact:
None

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, ADOPTING REGULATIONS PERTAINING TO STATE-LICENSED MARIJUANA RETAILERS; AMENDING OLYMPIA MUNICIPAL CODE CHAPTER 18.51 TO PERMIT MARIJUANA RETAILERS IN ADDITIONAL ZONES; REDUCING BUFFERS TO FIVE HUNDRED FEET EXCEPT FOR ELEMENTARY AND SECONDARY SCHOOLS AND PLAYGROUNDS; AND REPEALING ORDINANCE NOS. 6851, 6873, 6900, 6929, 6959, 6980, and 6988.

WHEREAS, RCW 69.50.331(8)(a) provides that the Washington State Liquor and Cannabis Board may not issue a license for any marijuana retail premises within one thousand (1000) feet of the perimeter of the grounds of any elementary or secondary school, playground, recreation center or facility, child care center, public park, public transit center, or library, or any game arcade admission to which is not restricted to persons aged twenty-one (21) years or older; and

WHEREAS, a city is given authority by RCW 69.50.331(8)(b) to permit the licensing of marijuana premises within one thousand (1,000) feet but not less than one hundred feet of the facilities described in RCW 69.50.331(8)(a), except elementary schools, secondary schools, and playgrounds, which must remain at not less than one thousand (1000) feet of the perimeter of the grounds of such uses, by enacting an ordinance authorizing such distance reduction, provided that such distance reduction will not negatively impact the jurisdiction's civil regulatory enforcement, criminal law enforcement interests, public safety, or public health; and

WHEREAS, with the exception required by state statute for elementary schools, secondary schools, and playgrounds, the City Council finds that reduction of the one thousand foot buffer from the uses set forth in RCW 69.50.331(8)(a) to five hundred feet, will not negatively impact the civil regulatory enforcement, criminal law enforcement interests, public safety, or public health; and

WHEREAS, the City Council finds that insufficient zones presently exist for the location of marijuana retail businesses within the City and that such retail uses should also be permitted in the HDC3 and MS zones; and

WHEREAS, adopting reductions in buffers authorized by state law will permit existing marijuana businesses to apply for licenses from the state, which, if granted, would allow such businesses to continue operating in their current Olympia locations; and

WHEREAS, on December 8, 2015, the City Council enacted Ordinance No. 6988, which adopted emergency interim zoning regulations pertaining to state-licensed producers, processors, and retailers of state-licensed recreational marijuana; and

WHEREAS, on February 9, 2016, the City Council held a public hearing to receive testimony from the public on the interim zoning regulations as required by state law; and

WHEREAS, a SEPA checklist was completed on December 15, 2016, and the 21-day comment period expired with no public comment; and

WHEREAS, the Olympia Planning Commission held a public hearing on the interim regulations on August 16, 2016, and after immediate deliberations, moved to recommend to the City Council that the interim regulations be adopted as permanent regulations; and

WHEREAS, based on the foregoing, the City Council finds it to be in the best interest of the City to adopt the interim regulations set forth in Ordinance No. 6988 as permanent regulations pertaining to state-licensed marijuana retailers, and amend Olympia Municipal Code Chapter 18.51 to permit marijuana retailers in additional zones and reduce buffers to five hundred (500) feet, except for elementary and secondary schools and playgrounds; and

WHEREAS, the City Council adopted Ordinance No. 6851 on May 7, 2013, imposing a moratorium on the establishment of medical cannabis collective gardens and other establishments involved in the sale, manufacturing, distribution, or use of marijuana because of the potential impact on the public health and welfare; and

WHEREAS, this Ordinance is adopted pursuant to Chapter 36.70A RCW and Article 11, Section 11 of the Washington State Constitution; 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 also supported by the professional judgment and experience of the City staff who have worked on this proposal;

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

Section 1. Amendment of OMC 18.51. Olympia Municipal Code Chapter 18.51 is hereby amended to read as follows:

**Chapter 18.51
STATE-LICENSED MARIJUANA PRODUCERS, PROCESSORS, AND
RETAILERS**

REGULATIONS

18.51.000 Chapter Contents

Sections:

- 18.51.010 Findings.
- 18.51.020 Purpose.
- 18.51.030 Definitions.
- 18.51.040 State-Licensed Marijuana Producer, Processor and Retailer Requirements.
- ~~18.51.050 Nuisance Abatement.~~

18.51.010 Findings

The City Council finds that nothing in this chapter 18.51 OMC shall be construed to supersede Washington State or federal law pertaining to the acquisition, possession, manufacture, sale or use of marijuana.

18.51.020 Purpose

The purpose of these regulations of state-licensed marijuana producers, processors, and retailers is to mitigate potential impacts on nearby properties of marijuana producers, processors, or retailers licensed or to be

licensed by the State of Washington Liquor ~~Control and Cannabis~~ Board and to promote the public health, safety, and welfare.

18.51.030 Definitions

- A. "Marijuana" shall have the definition as provided in RCW 69.50.101 ~~(s)~~(v) as it currently states or as may be amended.
- B. "Marijuana processor" shall have the definition as provided in RCW 69.50.101 ~~(t)~~(x) as it currently states or as may be amended.
- C. "Marijuana producer" shall have the definition as provided in RCW 69.50.101 ~~(u)~~(y) as it currently states or as may be amended.
- D. "Marijuana retailer" shall have the definition as provided in RCW 69.50.101 ~~(w)~~(bb) as it currently states or as may be amended.

18.51.040 State-Licensed Marijuana Producer, Processor and Retailer Requirements

- A. General requirements.

A marijuana producer, processor, or retailer licensed by the State of Washington Liquor ~~Control and Cannabis~~ Board shall be required to comply with all applicable regulations established by the City including, but not limited to, all building and fire code regulations and zoning regulations and shall be required to provide a copy of the state-issued license to the City upon request. A marijuana producer, processor, or retailer licensed by the State of Washington Liquor Control Board shall also be required to comply with all applicable state regulations and all requirements set forth in the state-issued license.

- B. Premises Requirements.

A recreational producer, processor, or retailer must operate in compliance with the following conditions:

1. From a public right-of-way, there shall be no exterior display of marijuana or marijuana cultivation visible outside of the premises.
2. The marijuana of a retailer, producer, or processor shall be entirely within a permanent enclosed structure with a roof. The structure shall comply with all applicable code requirements.
3. Areas where marijuana is grown, stored, or dispensed must be provided with ventilation systems so that no odors are detectable off the premises.
4. All premises must comply with the noise control requirements of the Olympia Municipal Code.

5. No minors shall be permitted on marijuana producer, processor, or retailer premises unless accompanied by a parent or guardian.
6. Consumption of marijuana, products containing marijuana or alcohol on the premises is prohibited, as are any other associated uses such as a smoking room, dance or performance space, private club, open-to-the-public nightclub, cabaret, tavern, or similar establishment.
7. All premises must have an operating security and alarm system that is monitored twenty-four (24) hours a day and that includes a video recording system that monitors production, storage, and point of sale areas. All video recordings must be continuously recorded twenty-four (24) hours a day and must be kept for a minimum of forty-five (45) days on the licensee's recording device. All videos are subject to inspection by the Olympia Police Department upon request.
8. A recreational retailer may be open only between the hours of 8 a.m. and 9 p.m.

C. City Zoning

1. State-Licensed Marijuana Retailers

i. No person may conduct business within the City of Olympia as a state-licensed marijuana retailer unless they are located within a HCD3, HDC4, MS or GC Zone in accordance with OMC Title 18, Unified Development Code and licensed under this chapter.

ii. No state-licensed marijuana retailer shall be permitted within five hundred (500) feet of the perimeter of the grounds of a recreation center or facility, child care center, public park, public transit center, or library, or any game arcade admission to which is not restricted to persons aged twenty-one (21) years or older, with the exception of the elementary schools, secondary schools, and playgrounds, for which uses the distance shall remain at one thousand (1,000) feet.

iii. Waste products must be disposed of in a secure manner that would prevent exposure to the public or create a nuisance.

iiii. A retailer is required to obtain a conditional use permit approved by the Hearing Examiner pursuant to chapter 18.48 OMC.

2. State-Licensed Marijuana Producers and Processors

iv. No person may conduct business within the City of Olympia as a state-licensed marijuana producer or processor unless it is located within a light industrial zone in accordance with OMC Title 18, Unified Development Code, and licensed under this chapter.

vi. Waste products must be disposed of in a secure manner that would prevent exposure to the public or create a nuisance.

vii. A producer and/or processor is required to obtain a conditional use permit approved by the Hearing Examiner pursuant to chapter 18.48-OMC.

18.51.050 Nuisance Abatement

~~In addition to any other available remedy or penalty, any violation of this chapter, is declared to be a public nuisance per se, and may be abated under the applicable provisions of the Olympia Municipal Code and state law.~~

Section 3. Findings. The City Council hereby adopts the above recitals as findings of fact in support of this Ordinance.

Section 4. Repeal of Interim Regulations. Ordinance No. 6988 is hereby repealed.

Section 5. Repeal of Moratorium. Ordinance Nos. 6851, 6873, 6900, 6929, 5969 and 6980 are hereby repealed.

Section 6. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section 7. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 8. Effective Date. This Ordinance shall take effect five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darren Nienaber DCA

CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Public Hearing on the 2016 Engineering Design and Development Standards (EDDS) Update

Agenda Date: 11/22/2016
Agenda Item Number: 5.A
File Number: 16-1094

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

Title

Public Hearing on the 2016 Engineering Design and Development Standards (EDDS) Update

Recommended Action

Land Use and Environment Committee Recommendation:

The Land Use and Environment Committee recommends holding a public hearing on the 2016 update to the Engineering Design and Development Standards (EDDS) on November 22.

City Manager Recommendation:

Hold a public hearing on the proposed amendments to the EDDS; then move to approve the proposed ordinance on first reading and forward to second reading.

Report

Issue:

Whether to hold a public hearing on the proposed ordinance adopting the updated EDDS and related changes to the Olympia Municipal Code on November 22.

Staff Contact:

Steve Sperr, P.E., Assistant City Engineer, Public Works Engineering, 360.753.8739

Presenter(s):

Steve Sperr, P.E., Assistant City Engineer, Public Works Engineering

Background and Analysis:

Annually, the Engineering Design and Development Standards (EDDS) are reviewed and updated. The Land Use and Environment Committee reviewed the proposed changes on May 19 and September 15, 2016. This year, 24 issues are being addressed. As in past years, most of the changes pertain to consistency and clarity issues. Some of the highlights of this year's changes include:

- Structural soil requirements for healthier street trees, in Chapter 4 - Transportation
- Standardizing telecommunication facilities on water storage tanks, in Chapter 6 - Water

In September, staff briefed the Land Use and Environment Committee on the status of 2016 EDDS

update. That briefing included an overview of what the EDDS are, highlights of proposed changes, and how staff has been engaging the public.

Prior to that briefing, the Utility Advisory Committee, the Bicycle Pedestrian and Advisory Committee, and City staff were briefed on the proposed changes. Staff also reached out to interested parties by contacting them directly and by providing the entire list of issues being addressed on the City's website. Staff incorporated their comments into the proposed text and drawings.

Before the Public Hearing, staff will brief the full Council with a short presentation on the 2016 EDDS being considered. The presentation will include how staff is working with several stakeholders on specific topics related to transportation and private utility-related changes.

Neighborhood/Community Interests (if known):

Updated EDDS will ensure utility and transportation systems are constructed to meet the most current standards. Updates will also continue to move us toward the City's Comprehensive Plan goal of providing sustainable infrastructure.

Options:

- 1: After hearing public testimony, recommend holding a first reading on the updated EDDS.

- 2: After hearing testimony, direct staff to incorporate specific changes to the 2016 EDDS, and recommend holding a first reading on December 6, or later date.

- 3: Delay updating the EDDS until 2017; do not hold a public hearing. This option will result in potential conflicts in attempting to ensure that development impacts within the right-of-way are consistently addressed.

Financial Impact:

Most of the proposed changes should not result in notable increases to the costs of private development or public work projects. However, requiring structural soil for street trees in certain situations will cost more to developers and private utilities. Staff will provide more information regarding costs associated with these items as part of the presentation.

Attachments:

- Draft Ordinance
- Link to the EDDS
- EDDS 2016 summary of proposed changes

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO ENGINEERING DESIGN AND DEVELOPMENT STANDARDS AND AMENDING CHAPTER 12.02, AND SECTIONS 12.08.010, 12.16.100, 12.44.010, 17.36.090, 18.36.060, 18.40.060 AND 18.150.040 OF THE OLYMPIA MUNICIPAL CODE.

WHEREAS, the *Olympia Engineering Design and Development Standards* (EDDS) are periodically updated; and

WHEREAS, on November 22, 2016, a public hearing was held to consider and approve amendments to the EDDS; and

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

WHEREAS, this Ordinance is also supported by the professional judgment and experience of the City staff who have worked on this proposal; and

WHEREAS, City Staff are known to the City Council, and staff's curriculum vitae shall be part of the record in support of this Ordinance; and

WHEREAS, this Ordinance is consistent with the comprehensive plan; and

WHEREAS, the City of Olympia had previously adopted low impact development (LID) standards to be effective on December 1, 2016; and

WHEREAS, this Ordinance is structured to amend in part the LID standards that were adopted but not effective yet because the 2016 EDDS update is scheduled to be effective after the LID ordinance is scheduled to be effective; and

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

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

Section 1. Amendment of OMC Chapter 12.02. Olympia Municipal Code Chapter 12.02 is hereby amended to read as follows:

Chapter 12.02
OLYMPIA-ENGINEERING DESIGN AND DEVELOPMENT STANDARDS

12.02.000 Chapter Contents

Sections:

12.02.020 Engineering design and development standards.

- 12.02.030 Standards.
- 12.02.040 Applicability of standards.
- 12.02.050 Alternate standards of methods.
- 12.02.060 Violations -- Misdemeanor -- Gross Misdemeanor -- Civil Infraction.

12.02.020 Engineering design and development standards

There is hereby adopted by reference "~~Olympia-2016 Engineering Design and Development Standards, with 2015 amendments,~~" one (1) copy of which shall be kept on file in the office of the City Clerk and the Olympia Public Works Department. These standards shall be considered a part of this ordinance as though fully set forth herein.

12.02.030 Standards

These City of Olympia "~~Development Guidelines and Public Works Standards~~Engineering Design and Development Standards" shall be referred to in the text as the "Standards."

12.02.040 Applicability of standards

These standards shall govern all new construction and upgrading of facilities both in the rights-of-way and on-site for transportation and transportation related facilities; storm drainage facilities; sewer and water facilities; and park, recreation, and open space facilities.

12.02.050 Alternate standards of methods

The Public Works Director may, on a case-by-case basis, approve different or alternate requirements or methods of construction from those specified in the standards, so long as such requirements or methods are functionally equivalent to those set forth in the standards and carry out their purposes.

12.02.060 Violations -- Misdemeanor -- Gross Misdemeanor -- Civil Infraction.

A. Any person, firm, or corporation who knowingly violates or fails to comply with any term or provision of this chapter shall be deemed to have committed a misdemeanor, and if found guilty, shall be subject to a fine not to exceed One Thousand Dollars (\$1,000), and/or to imprisonment not to exceed ninety (90) days or to both such fine and imprisonment. Each day shall be a separate offense. In the event of a continuing violation or failure to comply, the second and subsequent days shall constitute a gross misdemeanor punishable by a fine not to exceed Five Thousand Dollars (\$5,000) and/or imprisonment not to exceed three hundred and sixty-five (365) days or both such time and imprisonment. Continuing violation shall mean the same type of violation which is committed within a year of the initial violation.

B. As an additional concurrent penalty, it shall be a civil infraction for a person, firm, or corporation to violate or fail to comply with any term or provision of this chapter. Each day shall be a separate infraction. A person, firm, or corporation found to have committed a civil infraction shall be assessed a monetary penalty as follows:

1. First offense: Class 3 (\$50), not including statutory assessments.
2. Second offense arising out of the same facts as the first offense: Class 2 (\$125), not including statutory assessments.
3. Third offense arising out of the same facts as the first offense: Class 1 (\$250), not including statutory assessments.

See also OMC Chapter 4.44, Uniform Code Enforcement.

Section 2. Amendment of OMC 12.08.010. Olympia Municipal Code 12.08.010 is hereby amended to read as follows:

12.08.010 Standards adopted

That certain document, ~~one (1) copy of which shall be kept on file in the office of the City Clerk~~ ~~three copies of which are on file in the office of the city clerk-treasurer~~, being marked and designated as Standard Specifications for Road, Bridge, and Municipal Public Works Construction, 1975-2016 Edition, prepared by the Washington State ~~Chapter of the American Public Works Association~~ Department of Transportation, including all supplements and appendices therein, and all subsequent additions and editions, is adopted as the standard specifications for public works in the city.

Section 3. Amendment of OMC 12.16.100. Olympia Municipal Code 12.16.100 is hereby amended to read as follows:

12.16.100 Criteria for approval

No petition to vacate a street or alley shall be approved unless all of the following criteria can be met:

- A. The proposed vacation will not be materially detrimental to other properties in the vicinity, nor will it endanger public health, safety or welfare. Typical detriments or endangerments include, but are not limited to: depriving property of reasonable and convenient access; increasing traffic safety hazards; or decreasing transportation service levels.
- B. The subject rights-of-way is not needed for general access, emergency services, utility facilities or other similar public purposes, nor is it necessary as part of a long range circulation plan, pedestrian/bicycle pathway plan or street improvement plan. Providing easements, relocating facilities or implementing other similar alternatives equal or superior to the existing or planned facilities may cause the petition to comply with this criteria;
- C. The subject vacation is consistent with the adopted Olympia Comprehensive Plan and all other related land use and circulation regulations and policies, including but not limited to the Olympia Engineering Design and Development Standards and Titles 17 (Subdivisions) and 18 (Zoning) of the Olympia Municipal Code;

D. The subject vacation would not directly or indirectly result in an adverse impact on historical or cultural resources, the natural environment or otherwise negatively affect an environmentally sensitive area as defined by Chapter 18.76 of the Olympia Municipal Code.

Section 4. Amendment of OMC 12.44.010. Olympia Municipal Code 12.44.010 is hereby amended to read as follows:

12.44.010 Scope

On all streets within the city which have been paved, or may hereafter be paved, with some permanent material, wherever there is a parking strip, trees shall be planted as provided for in this chapter and the Engineering Design and Development Standards.

Section 5. Amendment of OMC 17.36.090. Olympia Municipal Code 17.36.090 is hereby amended to read as follows:

17.36.090 Review criteria

A large lot subdivision shall be approved when:

A. Each lot within the proposed division meets the access requirements of the Olympia Engineering Design and Development Standards;

B. The proposed division conforms to the comprehensive plan, Shoreline Master Program, and zoning ordinance;

C. The property owner(s) agree to dedicate rights-of-way in accordance with the development standards, and fulfills all conditions of reviewing departments and agencies. (Note: Frontage improvements abutting the original parcel being divided may be deferred, provided that any improvements required to serve the proposed lots are installed.);

D. The requirements of the State Environmental Policy Act have been met;

E. There is compliance with the requirements of the county health department and Public Works Department as evidenced by the signatures of said departments on the large lot plat map;

F. The county treasurer has certified, on the large lot plat map, that all taxes on the land have been fully paid and discharged;

G. The Planning Department has examined the large lot subdivision and found compliance with all conditions of approval.

Section 6. Amendment of OMC 18.36.060. Olympia Municipal Code 18.36.060 is hereby amended to read as follows:

18.36.060 General requirements

A. Existing Trees and Associated Vegetation.

1. The applicant will be required to retain existing trees and associated vegetation pursuant to the City's Tree Protection and Replacement Ordinance, OMC 16.60. This may require site design modifications including, but not limited to: relocating buildings and other site improvements, additional perimeter setback, changes in the size and locations of parking lot islands, etc.
2. Where existing trees and associated vegetation serve the same or similar function to the required landscaping, they shall have priority over and may substitute for the required landscaping, provided the following conditions are met:
 - a. The trees must be healthy and not constitute a hazard as determined by a qualified professional forester. Pursuant to OMC 16.60. Trees must be appropriate for the site at mature size.
 - b. A tree protection and replacement plan must be developed, by a qualified professional forester. Pursuant to OMC 16.60.
 - c. The tree protection and replacement plan must be approved by the City of Olympia's Urban Forester.
 - d. Supplemental landscaping is provided within or adjacent to these areas, as necessary, to accomplish the specific intent and purpose of this chapter.
3. All portions of the site not proposed for building, other site improvements and required landscaping, shall be retained in a predeveloped, uncompacted, forested and vegetative condition. The approval authority may require clearing and supplemental landscaping in these areas. (See 18.04A.070 and 18.06A.090, Landscape Design).

B. Coverage. All planting areas shall have plant materials that provide seventy-five (75) percent coverage within three years.

C. Irrigation.

1. Areas planted with grass or sod shall have a permanent irrigation system. If used elsewhere, irrigation shall be appropriate to the maintenance of plants. See Groundcover/Turf below.
2. All irrigation systems shall be equipped with a controller capable of dual or multiple programming. Controllers must have multiple start capability and flexible calendar programming. They must also allow

for at least seven day timing cycles. Timers should be set to reduce evaporation (e.g., water during evening hours after sundown).

3. Irrigation systems shall be designed and operated to minimize runoff and overspray to non-irrigated areas.

4. The water schedule for each circuit identified on the approved landscape plan must be posted inside the corresponding controller.

D. Groundcover/Turf.

1. Ground cover shall be planted and spaced in a triangular pattern which will result in complete coverage in three (3) years. The mature size of shrubs and trees whose canopy is no more than two (2) feet above the ground may be included in total ground cover calculations.

2. Grass species shall be appropriate for the location, use, and size of lawn area. (See Suitability below.)

E. Suitability.

1. The vegetation selected for the landscape plan shall be suited to the climate, location, and physical conditions of the site so it can be reasonably expected to survive. Trees shall be selected and located to minimize the potential for interfering with or damaging power lines, underground utilities, or impervious surfaces. Trees shall be selected for their compatibility with the site design at their mature size. Trees shall be selected and located to minimize potential damage to structures and injuries to people.

2. All developments are encouraged to use native and drought-tolerant plant materials where conditions and location support their survival, and to reduce the amount of sod and lawn areas which are highly dependent on labor, water and chemicals. A list of native and drought tolerant plant materials is available from the Department.

3. In order to reduce water use and improve survivability, design principles using xeriscape techniques are encouraged. In meeting water conservation goals, plantings that are not drought tolerant should be grouped together and separated from drought tolerant plantings. If installed, separate irrigation systems should be provided as necessary for each group. (See 18.36.060(3), Irrigation, for sprinkler requirements).

F. Mulch/Soil.

1. To reduce erosion, minimize evaporation, provide for weed control and to enhance the growing conditions, all areas to be planted should be mulched approximately four (4) inches deep with composted or other approved organic material. If uncomposted mulch is used, it should be amended

with a sufficient amount of fertilizer to compensate for typical nitrogen deficiencies caused by the uncomposted mulch.

2. Existing soil types shall be identified on landscape plans. Soils that are found to be inadequate to provide for the long-term health of proposed landscaping shall be amended up to twenty-four (24) inches deep with soil amendments such as bio-solids or other material as deemed necessary by the approval authority.

G. Trees.

1. Deciduous Trees. Size - Shall have a caliper of at least two (2) inches, measured six (6) inches above the ground line. Quality - Shall be State Department of Agriculture Nursery Grade No. 1 or better.

2. Conifer Trees. Size - Shall be a minimum of six (6) feet in height, measured from ground line. Quality - Shall be State Department of Agriculture Nursery Grade No. 1 or better.

3. Street Trees. Street trees will be required as part of frontage improvements pursuant to City of Olympia Engineering Design and Development Standards and subject to any applicable street tree plan adopted by the city. In the absence of an approved street tree plan the species and spacing of required trees will be determined by the City of Olympia's Urban Forester, or designee, consistent with the provisions of this Chapter.

H. Clear Sight Triangle. Fences and landscape plants at maturity shall not exceed two and a half (2.5) feet in height within a clear sight triangle for traffic safety as measured from the street centerline. (See 18.40.060(C) for triangle dimensions.)

I. Waste Containers, Mechanical Equipment and Open Storage.

1. Waste Containers and Mechanical Equipment: Solid waste containers (dumpsters, carts, drop boxes and compactors) and mechanical and electrical equipment in industrial, commercial, multi-family and mixed-use projects, which would otherwise be visible from adjoining streets shall be screened from public view by a Type II Visual Screen unless such would interfere with access and service, in which case a Type III Visual Buffer shall be provided.

2. Open Storage: All outside storage areas shall be fully screened by a Type I Solid Screen a minimum of five (5) feet in width, unless the Department finds such storage material is not visually obtrusive.

J. Stormwater Pond and Swales.

1. Stormwater drainage ponds and swales shall be located where they will not unreasonably impede pedestrian access to or between buildings. They shall be attractively landscaped and integrated into the site design.

2. Existing water bodies and wetlands should be incorporated into the site design as an amenity.

K. Pedestrian Facilities. Pedestrian facilities, transit stops, and barrier free access may be allowed in required landscape areas without requiring additional buffer area, provided the intent of this Chapter is met and that the function and safety of the pedestrian facility, transit stop or barrier free facility is not compromised. (See Sections 18.06A.180, 18.06A.190 and 18.06A.200, Pedestrian Design Guidelines.)

L. Types of Perimeter Landscape.

1. Solid Screen (Type I). Purpose: This type of landscaping is intended to provide a solid sight barrier between totally separate and incompatible land uses such as residential and industrial areas. It is also used around outdoor storage yards and service yards.

Materials: Landscaping shall consist of evergreen trees, tall shrubs and ground cover which will provide one hundred percent sight-obscuring screen; OR a combination of seventy-five (75) percent evergreen and twenty-five (25) percent deciduous trees with large shrubs and ground cover backed by a one hundred (100) percent sight-obscuring fence. Tree, shrub, and groundcover spacing shall be appropriate for the species type and consistent with the intent of this section.

2. Visual Screen (Type II). Purpose: This type of vegetation or landscape structure, or both, is intended to create a visual separation that may be less than one hundred (100) percent sight-obscuring. It is typically found between commercial and industrial zones; high density multifamily and single family zones; commercial/office and residential zones; and to screen commercial and industrial use waste containers, mechanical and electrical equipment from the street.

Materials: Vegetative landscaping shall consist of evergreen OR a combination of approximately sixty (60) percent evergreen and forty (40) percent deciduous trees, interspersed with large shrubs and ground cover. A sight-obscuring fence or other landscape structure can be used and may be required if necessary to reduce site specific adverse impacts to adjacent land uses. Tree, shrub, and groundcover spacing shall be appropriate for the species type and consistent with the intent of this section (See Section 18.170.050, Multifamily Residential, Fences and Walls).

3. Visual Buffer (Type III). Purpose: This type of landscaping is intended to provide partial visual separation of uses from streets and main arterials and between compatible uses in order to soften the appearance of parking areas and building elevations. Landscaping shall consist of no more than fifty (50) percent deciduous species. Waste containers may be buffered from view using vegetation or a landscape structure or both.

Materials: Vegetative landscaping shall be a mixture of evergreen and deciduous trees interspersed with large shrubs and ground cover. Tree, shrub, and groundcover spacing shall be appropriate for the species type and consistent with the intent of this section.

Section 7. Amendment of OMC 18.40.060. Olympia Municipal Code 18.40.060 is hereby amended to read as follows:

18.40.060 General standards

These standards apply to more than one (1) land use district and are therefore combined in this Chapter. These standards are to be considered in addition to standards and design guidelines located in specific land use district chapters.

A. Required Building Site.

1. **Building Site--Number of Buildings.** Every main building hereafter erected shall be located on a legal lot of record as provided for in this title. There shall be no more than one (1) main building on any one (1) lot in the R-4, R 4-8, and R 6-12 use districts.
2. **Lot or Building Site--Reduction.** No lot or parcel of land now existing or hereafter established shall be so reduced or diminished that yards, open space, width or total lot area be made smaller than the minimum required by this title; nor shall any existing lot or parcel of land that is now smaller than the minimum required by this title be further reduced or diminished in any manner.

B. Clear Sight Triangle. (See Clear Sight Triangle definition.)

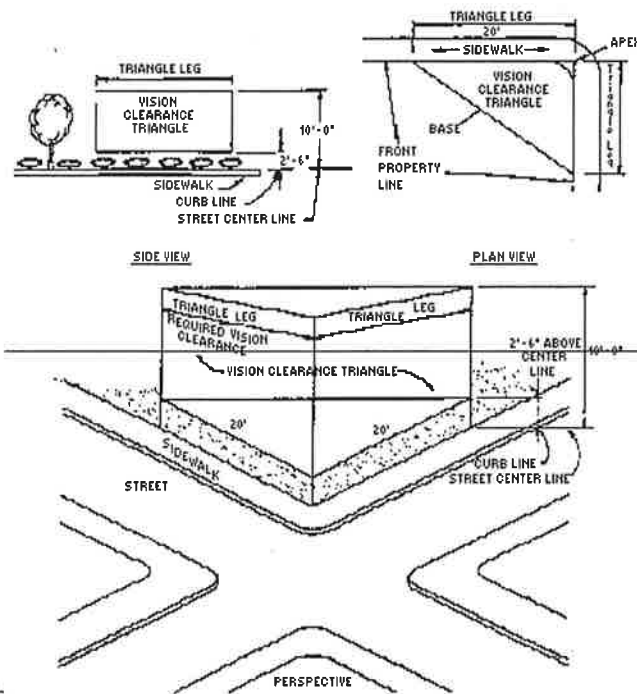
1.—All corner building sites located in use districts that require a front and side yard shall maintain a clear sight triangle at the intersection of the street rights-of-way for the purpose of traffic safety. Such building, other structures, and landscaping shall conform to those standards set forth in Chapter 4 of the Public Works and Engineering Design and Development Standards of the City. ~~No building, structure, object or growth over two and one-half (2.5) to ten (10) feet in height, measured from the street centerlines of the intersecting streets, shall be allowed within this triangle.~~

2.—~~Absent an Engineering Standard, one angle of this triangle shall be formed by the intersecting street rights-of-way and the sides of the triangle measured along the property lines from said angle shall be twenty (20) feet in length; the third side of such triangle shall be a straight line connecting the ends of the two (2) aforementioned lines.~~

3.—~~The Public Works Director may alter the clear sight triangle. Such alteration is contingent on unusual site topography, proposed site design features, and other unique circumstances pertaining solely to the site and surrounding properties. The Public Works Director or designee shall make written findings that the alteration does not constitute a traffic or pedestrian safety hazard.~~

4.—~~Street lights, power poles, traffic signs, or similar street fixtures less than one (1) foot wide or other objects above ten (10) feet in height above the adjacent street elevation shall be allowed in the clear sight triangle unless the Public Works Director determines that, individually or cumulatively, they would~~

pose a public safety hazard. The Public Works Director may authorize other objects in the clear sight triangle which do not comply with this standard upon determining that they would not pose a risk to



public safety.

FIGURE 40-1

C. Fences/Hedges, Walls and Site Perimeter Grading. It shall be the responsibility of property owners to ensure fences are within property lines. "Fences" as used in this section includes walls and similar above-grade unenclosed structures forming a continuous or nearly continuous line or row exceeding six feet in length. Also see definition, OMC 18.02.180.F. For this section only, any portion of a special purpose lot, tract or parcel, such as a stormwater or tree tract, which is within ten feet of any public street right-of-way shall be a "front yard," and all other yards shall be defined as if such tract were a buildable lot.

1. Fences, when located within a required yard, shall not exceed the following height limits:
 - a. Front yard = 48" (4'-0");
 - b. Side yards = 72" (6'-0");
 - c. Rear yards = 72" (6'-0");
 - d. Clear Sight Triangle = 30" (2'-6").

For purposes of this section, a front yard shall not exceed ten feet in depth, regardless of any other provision found in this Title.

2. Fence height is measured to the top of the fence, excluding posts. Point of ground measurement shall be the high point of the adjacent final grade.
3. Fences, walls, and hedges are permitted within all yard areas provided that regardless of yard requirements, no closed gate, garage door, bollard or other feature shall obstruct a driveway or other motor vehicle private ingress within twenty (20) feet of a street right-of-way nor obstruct automobile views exiting driveways and alleys (see clear vision triangle). This 20-foot requirement is not applicable within the downtown exempt parking area as illustrated at Figure 38-2. Additional exceptions may be granted in accordance with OMC 18.38.220(A)(2).
4. Front yard fences, of common areas, such as tree, open space, park, and stormwater tracts, must be a minimum of twenty-five (25) percent unobstructed, i.e., must provide for visibility through the fence.
5. Fence pillars, posts, and similar features may project a maximum of two (2) feet above maximum fence height.
6. Site Perimeter Grading. Within required yard areas, no single retaining wall (nor combination of walls within five horizontal feet) shall exceed a height of 30 inches as measured from the lowest adjacent grade, nor shall any modification of grades or combination of retaining walls result in grade changes exceeding 30 inches within five feet of a property line nor 60 inches within 10 feet of an existing or proposed property line.
7. An administrative exception may be approved by the Department to exceed maximum fence height and other provisions of these standards under where all of the following conditions exist.
 - a. Variation of existing grade on either side of the fence results in a fence lower than the maximum height as measured from the highest point of grade within five (5) feet of either side of the fence; or other special circumstances relating to the size, shape, topography, location, or surroundings of the subject property warrant an exception to permit a fence comparable with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located;
 - b. The special conditions and circumstances do not result from the actions of the applicant;
 - c. Granting of the exception will not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and zone in which the property is located;
 - d. The granting of the exception will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which subject property is situated; and

e. The exception is the minimum necessary to provide the rights and privileges described above.

f. Rear and side yard fences for legally established agricultural uses may be permitted to a maximum height of eight feet from the ground; provided, at a minimum, the portion of the fence above six feet is composed of a fence material that is of a deer fence-type design.

Examples of deer fence designs include wire with rectangular openings generally four inches by four inches in size. Additionally, the eight-foot fences shall not be constructed of chain link or chicken wire.

g. Front yard fences surrounding a defined garden bed may be permitted to a maximum height of eight feet from the ground and shall be composed of a fence material that is of a deer fence-type design.

Examples of deer fence designs include wire with rectangular openings generally four inches by four inches in size. Additionally, the eight-foot fences shall not be constructed of chain link or chicken wire.

Applications for additional fence height or other exceptions shall include a letter or form explaining the exception sought and its purpose of; and fence illustrations and plan drawing that depicts proposed fence location and height, other structures, landscaping, and proposed grades in relation to existing grades.

[NOTE: A building permit is required for all fences exceeding six (6) feet in height. Fences and hedges may exceed maximum heights if located outside of required yards. But see Design Guidelines.]

8. Hedges. Hedges are allowed in all required yard areas subject to the following maximum height limits:

- a. Front yard = 48" (4'0")
- b. Side yard = Unlimited
- c. Rear yard = Unlimited

[Note: Clear Sight Triangle = 30" (2'-6"), see Section 18.40.060.(C)]

9. Barbed and/or razor wire fences. No person or persons being the owner of or agent for or in possession and control of any property within the city limits shall construct or permit to exist any fence around or in front of such premises, consisting wholly or partially of barbed and/or razor wire, except to provide security at a government-owned property or privately owned utility where security for the

property is mandated by law; provided that the provisions of this section shall only extend to fences that are within ten (10) feet of a street or alley or other public place within the City.

10. Electric fences. It is unlawful to erect or install or maintain any electric fence within the city limits except for low-voltage, solar fences installed atop a 6-foot non-electric fence for the purposes of protecting farms or agricultural animals. "Electric fence" means any fence with above-ground electric conductors carrying electric current supplied by batteries, commercial power or any other source of electricity, erected for the purpose of retaining or excluding any animals, livestock, or persons.

D. Lighting. All display and flood lighting shall be constructed and used so as not to unduly illuminate the surrounding properties and not to create a traffic hazard.

E. Outdoor Storage.

1. Except as provided in the underlying district, there shall be no outdoor storage of goods or materials, and there shall be no warehousing or indoor storage of goods or materials beyond that normally incidental to the uses permitted in each underlying district. Permitted outdoor storage must be screened from view of any public way.

2. Materials covered by buildings with roofs but without sides shall be considered outdoor storage and shall be subject to the screening provisions of this section. This provision shall not apply to display of new or used motor vehicles or watercraft where such activities are an integral part of an automobile or watercraft dealership. Refuse may be stored in cans outdoors, provided that they are enclosed in a screened enclosure area.

3. Storage in residential areas shall comply with the same requirements as those specified for business establishments and shall, in addition, comply with the following:

a. Motor vehicles, appliances, and any other mechanical equipment which is no longer operable or licensed shall not be stored outside for a period exceeding thirty (30) days;

b. Operable motor vehicles, boats, trailers, recreational vehicles and the like may be stored on the premises provided that they do not obstruct the use of public right-of-way or interfere with traffic visibility, especially the visibility of and at intersections of streets. Vehicles, boats, and the like, so stored shall not be used for living quarters. The storage of boats with a beam exceeding eight (8) feet may be permitted only if it is determined by the Hearing Examiner that such storage will not be detrimental to surrounding property or the neighborhood. In no event shall such vehicles, boats and the like be stored within less than five (5) feet of any side or rear property line without written approval of the occupant of the adjoining property.

4. Storage in or on the public right-of-way is prohibited. All vehicles, boats, trailers, recreational vehicles, household and business equipment, landscape material and any other personal items shall not be placed within a public right-of-way longer than twenty-four (24) hours. Stored item(s) shall be tagged by the police and a warning issued to remove within seventy-two (72) hours. Failure to do so will result in removal by the city at the owners expense. (Also see RCW 46.55.085.)

F. Pleasure Boat Storage.

1. Private pleasure boats shall be allowed to moor in any use district and such moorage, exclusive of yacht clubs, marinas and other commercial moorage facilities shall be subject to the following requirements:

2. The height of any covered boat house shall not exceed sixteen (16) feet above the ordinary water level.

3. The side or end of a covered boat house that faces the water shall not be more than sixty (60) feet beyond the natural shoreline.

4. All structures shall conform to the side yard requirements of the use district in which they are located.

5. Any side wall or roof of any moorage structure shall consist of rigid or semi-rigid materials and the roof area shall not exceed one thousand (1,000) square feet.

6. Covered boat houses shall not occupy more than fifty (50) percent of the width of the lot at the shoreline upon which it is located.

7. A moored boat shall not be used as a place of residence unless some means is employed to connect such boat with the city sewer system.

EXEMPT: Any boat moorage in water under government supervision is exempt from the above-mentioned requirements.

G. Underground Utility Lines.

1. Except as follows, all electrical, telephone or other utility distribution and service lateral lines or wires shall be underground.

Exemptions:

a. Electric utility substations, switching stations, pad-mounted transformers and switching facilities. These above ground facilities shall be screened from view;

- b. Electric transmission systems of a voltage of fifty-five (55) kv or more (including poles and wires) and equivalent communications facilities;
- c. Street lighting (poles);
- d. Telephone pedestals and other equivalent communication facilities;
- e. Police and fire sirens, or any similar municipal equipment, including traffic control equipment;
- f. Temporary services for construction;

2. The cost of constructing new facilities underground or relocating existing aerial facilities underground shall be borne by the serving utilities, the owners of the real property to be served or others requesting such underground service in accordance with the applicable filed tariffs, or the rules and regulations or the published policies of the respective utilities furnishing such service, or as may be contractually agreed upon between the utility and such owner or applicant.

3. In the absence of filed tariffs, rules or regulations, published policies or contractual agreement, the cost of constructing new facilities underground or relocating existing aerial facilities underground may be financed by any method authorized by state law.

H. Yards.

1. In addition to the following, yard regulations found in Section 18.04.060(B) (Accessory Structures) apply to all building sites in all use districts of the city.

2. Yards/Setbacks.

a. The required setback area shall be parallel to the structure requiring a setback. Setback width shall be measured from the outermost edge of the building foundation to the closest point of the parallel (or nearly parallel) adjoining lot line. In the event of a planned unit development or binding site plan, such development shall meet all Uniform Building Code separation requirements. (See Figure 40-4.)

b. A required yard area shall be kept free of any building or structure taller than thirty (30) inches, except that a building or projection shall be allowed as provided below:

i. Cornices, window sills, bay windows, flues and chimneys, planters, and eaves of roofs may project two (2) feet into the required yard area.

ii. Marquees and awnings of commercial buildings may project into required setback areas.

- iii. Fences may project into the required yard area if they meet fence height requirements found in Section 18.40.060(C).
 - iv. Uncovered steps, porches, or patios, which are no more than thirty (30) inches above the adjacent grade may be placed within the required setback area.
 - v. Uncovered swimming pools, hot tubs and satellite dish antennas may be placed in the rear or interior side yard setback area. See 18.04.060(X)(2)(f).
 - vi. Signs in compliance with Chapter 18.42
 - vii. Refer to each land use district for other allowed projections in required yards.
- c. No building construction nor projection is allowed within any utility, access or public/private easement.
- d. The front yard setback for a flag lot shall be a minimum of ten (10) feet measured from the nearest parallel or nearly parallel lot line adjacent to the front facade of the dwelling.

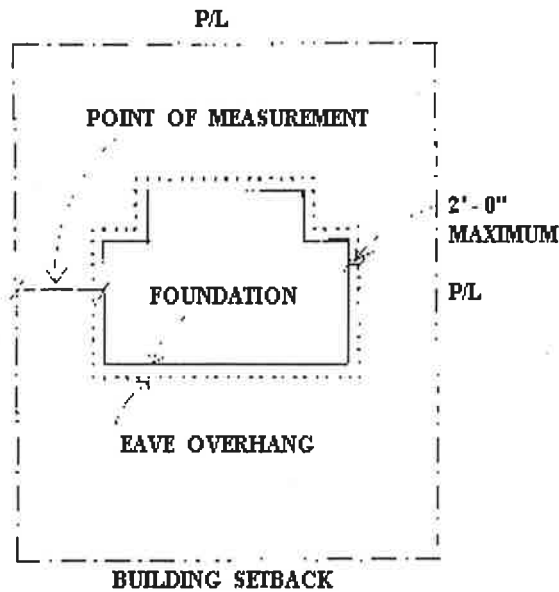


FIGURE 40-4

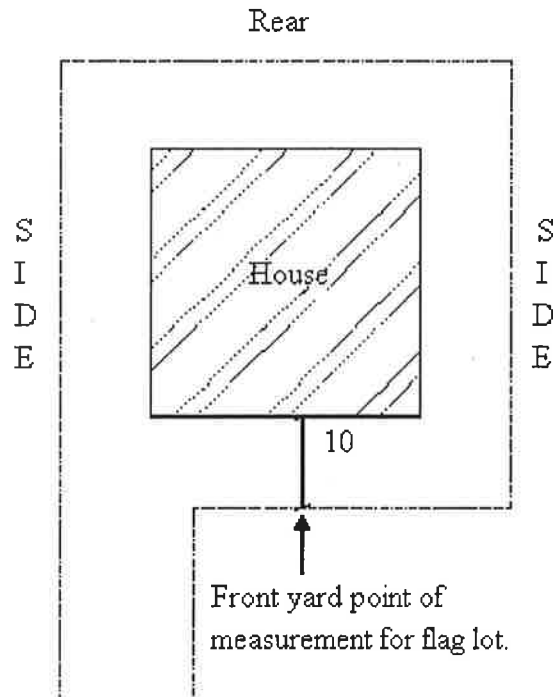


FIGURE 40-5

3. Use of Yard by Another Building. No yard or other open space required by this chapter for any building shall be considered as a yard or other open space for any other building; nor shall any yard or open space on one building site be considered as a yard or open space for a building on any other building site.

I. Minimum Street Frontage.

1. Each lot, other than in townhouse, cottage and co-housing projects, shall have a minimum of thirty (30) feet of frontage on a public or private street. With respect to binding site plans, this requirement shall apply to the entirety of the binding site plan and not to each individual site or lot. The Director may allow the street frontage to be reduced or eliminated to the minimum extent necessary to enable access to property where public street access is not feasible for such reasons, including but not limited to, physical site conditions or preexisting development or to protect environmentally Critical Areas.

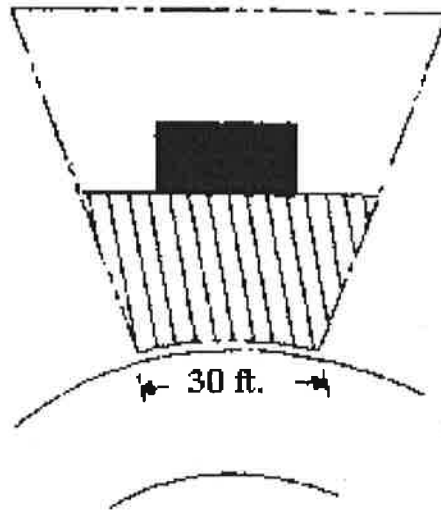


FIGURE 4-2

2. Subdivisions, short subdivisions, binding site plans, and lot line adjustments creating flag lots (with street frontages of less than thirty (30) feet) are subject to the following conditions.
 - a. The project shall be designed to minimize the creation of flag lots.
 - b. Adjoining flag lots shall share a common driveway wherever possible.
 - c. All driveways accessing flag lots shall be designed to allow fire truck access to within one hundred fifty (150) feet of all exterior points of the building(s) on the lot(s), unless alternate forms of fire protection approved by the Chief of the Fire Department are provided, including but not limited to, sprinkler systems.
 - d. The area of a flag lot which is less than thirty (30) feet in width shall not be considered part of the minimum lot area required in Table 4.04.

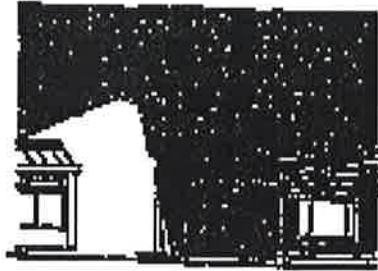
Section 8. Amendment of OMC 18.150.040. Olympia Municipal Code 18.150.040 is hereby amended to read as follows:

18.150.040 Site design –Lighting

- A. REQUIREMENT: Accent structures, as well as provide visibility, security, and conserve energy with lighting.
- B. GUIDELINE:
 1. Use lighting to accent key architectural elements or to emphasize landscape features.

2. Add adequate lighting to sidewalks and alleys, to provide for well lighted pedestrian walkways in accordance with the ~~Olympia~~ Chapter 4 of the Engineering Design and Development Standards-Table III, Lighting.

3. Locate lighting so as not to have a negative impact on adjacent properties such as shining off site into adjacent buildings.



Section 9. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section 10. Ratification. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 11. Effective Date. This Ordinance shall take effect five (5) days after publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Darre Nienaber DCA

CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

Engineering Design and Development Standards (EDDS)


Featured Links


- [Current EDDS](#) 
- [EDDS Deviation Request Form](#) 

Navigation

- [Building Permits-Land Use](#)
- [Construction Codes](#)

Designing Olympia's Future

The [Engineering Design and Development Standards \(EDDS\)](#)  are the technical standards used by the City and private developers to design and construct drinking water, reclaimed water, sewer, transportation, stormwater, and solid waste collection systems. The City has a process for requesting a deviation from these standards. [Here is the Deviation form.](#)

The EDDS are updated annually after a public hearing and upon City Council approval. The 2015 EDDS update was adopted by City Council on December 1 and became effective December 8, 2015. The City's [Code Publishing site](#)  hosts the current EDDS, as well as previous versions of the EDDS that may apply to some vested private development projects.



2016 EDDS Update

On June 21, the City Council approved the [list of topics](#) to be addressed in 2016. See the schedule below for more information.

[Schedule for updating the EDDS in 2016](#)

Draft text and drawing changes for 2016:

[EDDS Text Changes](#)

- [Chapter 1](#)
- [Chapter 2](#)
- [Chapter 3](#)
- [Chapter 4](#)
- [Appendix 5](#)
- [Chapter 5](#)
- [Chapter 6](#)
- [Appendix 2](#)
- [Chapter 7](#)
- [Chapter 9](#)

[EDDS Drawing Changes](#)

Chapter 3 Drawings

- [Chapter 3-1](#)

Chapter 4 Drawings

- [Chapter 4-2C LID](#)
- [Chapter 4-2E LID1](#)
- [Chapter 4-2E LID2](#)
- [Chapter 4-2F LID](#)
- [Chapter 4-2G LID](#)
- [Chapter 4-2H LID](#)
- [Chapter 4-2I LID](#)

Construction Map 

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 **OlyProjects** 

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Building Code 

VIEW THE CITY'S CONSTRUCTION CODES AND POLICIES

City Calendar

- 11/17** - 5:30 p.m.
[Land Use and Environment Committee](#)
- 11/17** - 6:30 p.m.
[No Design Review Board](#)
- 11/18** - 09:30 a.m.
[Priest Point Park- Restoration work Parties](#)
- 11/19** - 10:00 a.m.
[Friendly Grove Park-Work Party](#)
- 11/20** - 10:00 a.m.
[Priest Point Park-Restoration work parties](#)

→ [View full calendar...](#)

City Updates


JOIN AN ADVISORY COMMITTEE. Are you interested in serving on a City advisory committee to share your opinions, study issues, and develop recommendations for City Council? Apply by 5 p.m. on Tuesday, January 31. [More...](#)

2017 PRELIMINARY OPERATING BUDGET. The [2017 Preliminary Operating Budget](#) is available for viewing.

2017-2022 PRELIMINARY CAPITAL FACILITIES PLAN. The [2017-2022 Preliminary Capital Facilities Plan](#) is now available to view online. For more information on Olympia's Budget process or how you can be involved please see our [Budget 365 page](#)

US 101/WEST OLYMPIA ACCESS PROJECT. Learn about the recommended highway ramp additions on US-101 at West Olympia. [More...](#)

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

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

- [Chapter 4-2K LID](#)
- [Chapter 4-5](#)
- [Chapter 4-6A](#)
- [Chapter 4-7B](#)
- [Chapter 4-7E](#)
- [Chapter 4-9E](#)
- [Chapter 4-45](#)
- [Chapter 4-50](#)

Chapter 6 Drawings

- [Chapter 6-18](#)
- [Chapter 6-27](#)

Chapter 7 Drawings

- [Chapter 7-1](#)
- [Chapter 7-2](#)

OMC Changes

- [OMC 12.02](#)
- [OMC 12.08](#)
- [OMC 12.16.100](#)
- [OMC 12.44](#)
- [OMC 17.36.090](#)
- [OMC 18.36.060](#)
- [OMC 18.40.060](#)
- [OMC 18.150.040](#)

Don't see a topic you think should be addressed or updated?

[Fill out this form to revise or update the EDDS](#). Submit it to Fran Eide, City Engineer, at feide@ci.olympia.wa.us. The EDDS are reviewed and updated every year starting in January. Your request will be recorded and considered for the next update.

Questions?

Contact Steve Sperr, P.E., at **360.753.8739** or ssperr@ci.olympia.wa.us.

[back to top...](#)

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2016 EDDS Topics - November 7, 2016

- topic being addressed in 2016

EDDS #	Topic	Requested Change and Why	Location in EDDS, OMC, etc.	Submitted By	Notes/Stakeholder Comments
SUBSTANTIVE CHANGES					
1	ADA Requirements for Curb Ramps	Clarify when ADA curb ramps are required as part of Streetside (Frontage) Improvements or utility work, and when existing ones need to be replaced.	2.020, 2.040, 3.110, 4C.050	Sophie Stimson, Dave Smith	See list of Future Issues for Frontage Improvements as they relate to Comp Plan Policy PT15.1.
2	Franchise (Private) Utilities (carryover from 2015)	Revise the Franchise Utilities section, as it is out of date and omits some requirements. Address as many of the Comp Plan Policies related to Private Utilities as practicable. Address pavement restoration.	2.060, 4B.175, 4B.195	Fran Eide & Safe Streets Campaign	Comp Plan Policies PU 3.6, 15.1, 15.5, 16.1, 16.3, 16.4, 17.1.
3	Commercial Streets (carryover from 2015)	(1) Clarify what "zoned for commercial land use" means in 4B.03 and how it is applied, and (2) Address when a street is the boundary between two different zones, one commercial and one not.	2.020, 4B.030	Sophie Stimson	
4	Street Trees (carryover from 2015)	Need to address: (1) structural soil specs, (2) tree roots damaging sidewalks,	4H.100, Drawing 4-49; OMC 12.44	Sophie Stimson, Dave Smith, Fran Eide	Related to Comp Plan Policy PN3.5; see also Future Issues.
OTHER CHANGES					
5	Use of term "Stormwater"	Ensure consistent use of term "stormwater" instead of storm sewer, storm main, storm line, storm drainage, etc.	All	Eric Christensen	
6	Applicability of EDDS	Clarify where the EDDS is applicable, to include easements and some infrastructure outside of the ROW; add reference to solid waste and reclaimed water.	1.030, 2.010, 3.020	Steve Sperr	
7	Bonding of Work	Clarify bonding requirements throughout the EDDS. Clarify scenarios, if any, for which deferral of streetside improvements can be bonded.	1.130, 2.030.F, 2.070, at.al.; OMC 17.44.020	Steve Sperr	Coordinate with Bonding For Minor Improvements as part of Final Plat issue.
8	Telecommunication Facilities on Water Reservoirs	Standardize & regulate the installation and maintenance of cellular antennas on reservoirs, using as a basis the policy/standards being developed by G&O for the Log Cabin Reservoir.	2.050, 6.400, Appendix 2 in Ch.6	Andy Haub	
9	Traffic Impact Analysis	Clarify when a TIA is required, what standards to go by and what types of improvements are required by the results of a TIA.	Chapters 2 and 4; OMC 15.20.060	Fran Eide, Steve Sperr	Add "Olympia's TIA Guidelines" as an Appendix to Chapter 4.
10	Safe Walking Routes	Clarify wording in section 2.040(B)(18).	2.040.B.18	Todd Stamm	
11	General Notes	Update and revise the General Notes standard drawing, clarifying requirements and removing conflicting language.	Drawing 3-1	Ned Holman, Steve Sperr, Ladd Cluff	
12	Submittals for Private Development Work	Consider requiring submittals for certain types of construction (e.g. pervious concrete sidewalk and driveways) and/or materials to be used, for work on public facilities and infrastructure constructed by private development.	Chapter 3	Fran Eide and Steve Sperr	
13	Parks, Arts and Recreation Plan	Reference "the most recent version of the Parks, Arts and Recreation Plan" in the list of referenced Plans in Section 3.010 of the EDDS.	3.01	Steve Sperr	
14	Record Drawings	Adjust standards to reflect current issues. Update OMC 17.44.030 to reflect current standards.	3.065, OMC 17.44.030	Steve Sperr	
15	Easements	Clarify how to determine easement widths when > 20' standard width is needed. Confirm consistency with Drainage Manual.	3.100	Steve Sperr	
16	Roof Drains to Street Gutters	Investigate and determine whether tightline discharge of building roof drains to street gutters should be allowed or regulated by the EDDS.	Chapters 4 and 5	Steve Sperr	
17	Sump Pumps to Street Gutters	Investigate and determine whether tightline discharge of sump pumps in basement (and other low areas) to street gutters should be allowed or regulated by the EDDS.	Chapters 4 and 5	Steve Sperr	
18	Low Impact Development (LID)	Minor, miscellaneous changes to Chapters 4, 5, 9 and perhaps others to address errata and minor issues related to implementation of LID standards that were overlooked or missed during the LID Code Revisions process earlier this year.	Chapters 4, 5, 9	Steve Sperr and Jake Lund	
19	Class B Asphalt	Remove references to Class B asphalt, which is no longer a standard type of asphalt.	Chapter 4 (e.g. 4B.170)	Rolland Ireland	
20	Testing Requirements	Update the material and compaction testing requirements, to be consistent with WSDOT.	4B.200, 4H.040, other sections and/or Chapters?	Rolland Ireland	
21	Illumination	Review mounting heights, spacing and other requirements for Street Lights. Confirm whether "City of Olympia Streetlight Installation Guidelines" is still being used.	4F	Steve Sperr	

EDDS #	Topic	Requested Change and Why	Location in EDDS, OMC, etc.	Submitted By	Notes/Stakeholder Comments
22	Transportation-Related Special Provisions	Update Appendix 5 of Chapter 4 to reflect changes made in the 2016 WSDOT Standard Specifications.	Appendix 5 of Ch. 4	Rolland Ireland	
23	Hammerhead Detail	Review minimum dimensions and other requirement of the Temporary "T" (i.e."Hammerhead") elements of standard detail 4-5.	Drawing 4-5	Chuck Dower	
24	Bedding and Backfill	Revised and/or clarify pipe zone bedding specification (see WSDOT 9-03.12(3)) and drawing 4-8, to decrease size of crushed rock that can be used. Need to clarify backfill spec as well?	Drawing 4-8; specs in various Chapters	Steve Sperr	
25	Utilities Location Schematic	Review Standard Drawing details, and consider adding additional pipe separation info. Add reference to this Drawing in other Chapters.	Drawing 4-44	Steve Sperr	
26	Street Sign Base Detail	Increase the volume and configuration of the concrete base for street signs, to address increased wind forces from larger signs.	Drawing 4-45	Brian Philamulee	
27	Traffic Control Plans	Add some standard plans to replace the WSDOT ones that we can't use anymore.	Ch. 4 Drawings	Steve Sperr	
28	Stomwater Pond Sign	Add a standard detail into Chapter 5 showing the required information to be included on the sign, as well as where and when it is required.	Chapter 5	Jeremy Graham	
29	Polypropylene pipe	Allow its use for stormwater pipe, and consider allowing its use for sewer pipe. Consider model toxics ordinance regarding PVC pipe as part of this topic.	Chapters 5 and 7	Fran Eide	
30	Pipe sag tolerances & videotaping pipe inspections	Clarify requirements and definition of maximum sag tolerance in sewer and storm sewer pipes. Also revise wording to reflect who should be doing the video inspections and under what standard (see OSPs).	Chapters 5 and 7	Steve Sperr	
31	Underground Detention Systems	Consider pros and cons of allowing certain types of underground stormwater detention systems, depending on location (under parking lots, e.g.).	Chapter 5	Jake Lund	
32	Model Numbers	Check referenced model numbers for water valves, etc. to confirm they are still current	Chapter 6	Ernie Klimek	
33	Toning Wire	Tighten spec, to avoid loss of signal in longer sections of pipe - e.g. water main and sewer force main.	5.025, 6.030.D, 7B.030, 7C.030, 7E.030, 7F.030	Ladd Cluff	
34	Sampling Station	Revise specifications to reflect the new standard sampling station, Eclipse #8-SS.	6.105, Drawing 6-18	Meliss Maxfield	
35	Water Conservation	Add wording regarding irrigation systems not watering sidewalks and streets.	6.140	Ned Holman and Meliss Maxfield	
36	Groundwater Monitoring Wells	Edit language in 6.300 to make it consistent with Critical Areas Ordinance in OMC 18.32.	6.300, Drawing 6-27	Donna Buxton	
37	Maximum Sewer Depth	Consider limiting the depth of gravity sewer main and manholes to 20 feet, for maintenance/safety reasons.	7B.030, 7B.050	Diane Utter	
38	Saddle Manholes	Update section on saddle manholes, including bypass pumping, and add a standard drawing.	7B.050	Fran Eide	
39	Inside Drop Manholes	Clarify when it can be used, and clean up Standard Drawing.	7B.050, Drawing 7-4A	Fran & Steve	
40	Force Main Drain	Consider deleting requirement for drain, and add requirement for pigging equipment.	7C.060	Steve Sperr	
41	Lift Station Start-up documents	Add the Lift Station Inspection Checklist and S&L Product Start-Up Report forms as Appendices.	Ch7. Appendices	Tom Swartout	
42	OMC 12.02	Revise OMC 12.02 to reflect current name of EDDS, not "Olympia Development Standards" or "Development Guidelines and Public Works Standards".	OMC 12.02, 17.48.020; others?	Steve Sperr	
43	OMC 12.08	Revise to reflect current name of WSDOT Standard Specifications.	OMC 12.08	Steve Sperr	
44	OMC 12.20 (carryover from 2015)	Revise OMC 12.20, titled Street Excavations, to be consistent with the EDDS, as some sections are outdated and/or conflict with the EDDS. Address "no-cut Ordinance" issues here?	OMC 12.20, 4B.175 &180, 6.170	Steve Sperr	More complex than originally thoughy; address in 2016
45	Clear Site Triangle in OMC Title 18	Update the definition of Clear Site Triangle in 18.02.180 Definitions, revise the description in 18.40.060B, and replace Figure 40-1 in 18.40.060B. To be consistent with 2015 changes to Clear Site Triangle info in EDDS Ch.4.	OMC 18.02.180, 18.40.060B	Steve Sperr	
46	Parking Lot Design	Update reference in OMC Chapter 18.38 Parking and Loading to address paving and stormwater design standards located in the EDDS Chapter 4 and the City's Drainage Manual	OMC 18.38.220, Chapters 4 (4H.110) and 5	Steve Sperr	See also Parking Lots Future Topic below.
47	Completeness Checklists	Modify applicable Application Content List in OMC Chapter 18.77 as necessary to ensure that changes to the EDDS in 2016 that effect CPD permit applications are also covered under 18.77	OMC 18.77	Steve Sperr	

EDDS #	Topic	Requested Change and Why	Location in EDDS, OMC, etc.	Submitted By	Notes/Stakeholder Comments
HOLD FOR FUTURE CONSIDERATION					
1	Street Connectivity	Set up special Deviation Request requirements, consistent with Comprehensive Plan Goal GT5 and Policy PT5.2, that require the proponent to address specific issues identified in the Comp Plan related to connectivity. Also consider (1) alternative alignments in environmentally sensitive/critical areas, (2) new criteria for examining new street connections, and (3) identifying safety issues and funding solutions to such issues related to newly connected streets.	1.050		Comp Plan Policies PT5.1, 5.2 & 5.4
2	Streetside (Frontage) Improvements (carryover from 2015)	Clarify when they are required, what is required, and intent to achieve sidewalk and planter strip widths on Arterials in Urban Corridors. Clarify when "streetside" vs. utility extensions are required. Consider stronger language for when sidewalk and other ped-related improvements in urban corridors are required (Comp Plan Policy PT15.1).	2.040, 2.020, 2.070, 3.110		Comp Plan Policy PT15.1
3	Alleys (carryover from 2015)	Revise Alley requirement in section 2.040B to be consistent with updated Comp Plan. Revise the current concrete strip standard for residential alleys, as it has not been installed in over 15 years.	2.040.B, Ch.4 Table 2, Drawings 4-4A,B		Deferred until decision is made to discuss when to require alleys for new construction. Comp Plan Policies PT3.4-3.6.
4	Private Utility Easements (carryover from 2015)	Revise requirements for private utility easements, to address when they are required, allowing for adjustment of width based on zoning, etc.	2.050.E		Initiated in 2015; deferred to 2017 due to complicated regulations & need to address utility concerns.
5	LED Streetlights (carryover from 2015)	Revisit lower LED color temperature range for streetlights.	4F.020		Ongoing research and discussion.
6	Parking Lots (carryover from 2015)	(1) Clarify wording in paragraph 3 of the Parking Lot section 4H110. (2) Revise parking lot connection requirements to address connecting adjacent parking lots in 4I.090. (3) Clarify EDDS role in parking lot design/layout, approval and inspection, vs. CP&D inOMC ____?.	4H.110, 4I.090, OMC ____.		Comprehensive Plan issue.
7	Planter Strips (carryover from 2015)	Add standard for planter strip landscaping, addressing (1) number and type of plants, (2) species and diversity of trees, and (3) placement and replacement of trees.	4H		Issue is linked to volume of soil required for plants and trees. Comp Plan Policy PN3.5
8	Traffic Calming	Consider adding some criteria for determining when/if/where to use, especially for RLI Collectors and Local Access Streets.	Ch. 4, Ch. 9		Also, "Install or allow traffic calming..." is stated in Comp Plan Policy PT2.6.
9	Electric Vehicle Charging Stations	Support the use of electric vehicles by encouraging and/or requiring charging stations for larger commercial and residential developments.			Comp Plan Policy PN8.5
10	Fiber Optics Conduit	Establish standards for a City-owned fiber optics conduit system, once policies and regulations regarding such a system are established by City Council action.			Comp Plan Policy PU22
11	Modified Street Designs	Focus on a particular mode instead of "complete streets". Provides direction for master plans.			Comp Plan Policy PT1.13
12	Block Sizing for Aterials	Change current standard of 750 feet to 500 feet, per Comp Plan.			Comp Plan Policy PT4.1
13	Bus Corridors	Designate bus corridors, whih influences transporation investments.			Comp Plan Polcies PT14.3,17.4-17.6, 17.8
14	Bike Boulevards/Corridors	Establish standards for bike corridors, using 2016 Bike Corridor pilot project as template.			Comp Plan Policy PT25.4
15	Pedestrian Crossing Islands	Make islands large enough for families cycling together.			Comp Plan Policy PT25.5



Arts Commission

Approval of Poet Laureate for 2017-2019

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Title

Approval of Poet Laureate for 2017-2019

Recommended Action

Committee Recommendation:

The Arts Commission recommends Council approve the proposed 2017-2019 Poet Laureate and alternate.

City Manager Recommendation:

Move to approve the proposed 2017-2019 Poet Laureate and alternate.

Report

Issue:

Whether to approve the 2017-2019 Poet Laureate and alternate.

Staff Contact:

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

Presenter(s):

Stephanie Johnson, Arts Commission staff liaison
Stacy Hicks, Vice-Chair, Olympia Arts Commission

Background and Analysis:

On August 16, Council approved the proposed Poet Laureate policy and Call for Art. Jurors met on October 27, to deliberate on the 10 applications received for Poet Laureate. Applications included a resume, samples of poetry, a video reading and a program proposal. Jurors included Susan Aurand, Kellie Braseth, Stacy Hicks and Suzanne Simons. Juror Brian McCracken was unexpectedly absent due to illness. One member of the public was in attendance.

The jury was impressed by the quality of the applications. They recommended Amy Solomon-Minarchi for Poet Laureate, finding the poet and her work to be especially approachable, both in local references in the poetry, and in the energy displayed in the reading. The program proposal was also influenced by our community and very appropriate, specifically involving youth and young adults. The recommended alternate, Cecily Markham, also submitted a meaningful program proposal (focusing on women in transition) and the poet was accomplished in her written and spoken work.

The Arts Commission reviewed the work of the jury on November 10, 2016, and unanimously moved to forward the recommendation to Council for approval. They believe Ms. Solomon-Minarchi is a strong candidate to inaugurate the City's Poet Laureate program.

Neighborhood/Community Interests (if known):

N/A

Options:

1. Approve the recommendation for the 2017-2019 Poet Laureate and alternate as recommended by the Arts Commission
2. Do not approve the recommendation for the 2017-2019 Poet Laureate and alternate.

Financial Impact:

Approved honoraria for the Poet Laureate is \$1,000 per year, for a two-year appointment - from the Municipal Art Fund.

Attachments:

Amy Solomon-Minarchi application
Amy Solomon-Minarchi reading
Cecily Markham application
Cecily Markham reading

Amy Leah Solomon-Minarchi

OBJECTIVE

I intend to obtain the Inaugural Olympia Poet Laureate appointment in order to serve my Olympia community with my 15 years of continuous writing experience and expertise in teaching Creative Writing to broad audiences with compassion, curiosity and confidence.

EDUCATION

2008-2010. The Evergreen State College, Olympia, WA. Master's in Teaching.

2000-2004. Rutgers University, Douglass College, New Brunswick, NJ. BA in English Literature with Creative Writing Focus.

2005-present Member and student of the Richard Hugo House, Seattle, WA.

EMPLOYMENT

English and Creative Writing Teacher, 2011-present. North Thurston High School, Lacey, WA. Advisor of the NTHS "Write Club", advisor and publisher of the school Literary Magazine "The Art of Words", co-organizer of open mics for middle school and teens, in-school and in the community, teacher liaison to Lacey Loves to Read with librarians Raina Sedore and Holly Paxson.

Choreographer and Co-Director, 2012-present, North Thurston High School, Lacey, WA. Designed, implemented and rehearsed dances with students from various cultural backgrounds through the school musical and Spring Arts Showcase productions.

Library Page, 2008-2009. Timberland Regional Library, Olympia, WA. Shelled books, assisted patrons, set up for library events and worked closely with librarian Kelsey Smith to code and catalog the Olympia Library Zine Collection.

Yoga Instructor, 2006-2009. Spruce Street School and Samarya Center. Seattle, WA. Worked closely teaching yoga in a studio and school setting to students from various cultural and economic backgrounds ranging from 6 years old to 89 years olds.

Library Assistant, 2006-2008. Seattle Public Library, Seattle, WA. Assisted patrons at the circulation desk and assisted in set-up for author events.

Honors, Publications and Awards:

- Nominee for the 2015 Evergreen Teacher of the Year Award
- Richard Hugo House New Works Winner, 2007 for short story *Dead Fish and Lipstick*. Public reading with Jennifer D. Munro.

- Edna K. Herzberg Prize for Poetry, 2003, for poetry collection *Burnt; Fair-Haired Angels Don't Visit Dreams Here; Big Man, Little Girl; The Last Night of Chemical Ali; Walking Longer, I.*

Publications include: *Authentic Storytelling: Implications for Teachers and Students* (The Evergreen State College, 2010), *Poets Against the War* (On-line Anthology, 2008), *Objet d'Art* (Rutgers University Literary Journal, 2004), *The Anthologist* (Douglass College Literary Journal, 2003).

Chapbooks: *The Grunt Wife's Memory Book*, 2016; *Poems of Love in War*, 2004; *Indigenous People*, 2003; *Elements*, 2002

ARTS INVOLVEMENT

- 2016, Editor and Mentor for student playwright Trevor Ellis, whose play *Falling in Spring* was produced as the feature length musical comedy for the Spring Arts Showcase at North Thurston High School.
- 2015-2016, Dancer for Samba OlyWA
- 2015-2016, Organizer of NTHS Poetry Out Loud Competition
- 2013-2016, Mentor to High School Performance Poets for Spring open mics
- 2012-2016, Advisor and editor of the North Thurston High School Literary Magazine, Write Club and Open Mic series.
- 2012-2014, Mentor to P-FLAG student spokesperson, Robert Kowalski.
- 2009, Organizer of Olympia Web-zine Project, *Stable Bows* for new parents to showcase their writing and art about parenthood.
- 2008-2010, Olympia Zine Collection cataloguer
- 2007-2008, Teen Writing Mentor through the Richard Hugo House

PROFESSIONAL REFERENCES

Steve Coker

North Thurston High School. Teacher-Librarian, Teacher-Librarian of the Year 2015-2016.

Primary phone: 360-412-4800

E-mail: scoker@nthurston.k12.wa.us

Steve Coker has been a colleague at NTHS for five years. Together, we have worked as organizers of open mics in and out of school, as liaisons to the Instructional Materials Committee reviewing proposed curriculum and have tested new and innovative technology in recording and presenting poetry.

Nani Duvall

North Thurston High School. English Department Program Leader.

Primary phone: 360-412-4800

E-mail: nduvall@nthurston.k12.wa.us

Nani Duvall has been my program leader for five years and through her dedication and championing of me, we were able to resurrect the Creative Writing program as a school offering.

Program Proposal

Focus: *I Hear Olympia Singing*

As a teacher and creative writing mentor through the public school system, I am well-versed in the need for the literary arts as part of community strength building. I use poetry and writing everyday to unite classrooms of students from a multitude of social, socio-economic, and cultural backgrounds, creating one, fresh, democratic space for young people to voice the parts of their identity that they are puzzling over, while also learning about the dynamic lives of their peers, sometimes sharing and connecting in collective fears or questions that are unsaid, sometimes rejoicing in bravery of uncovered stories. No matter what the outcome, camaraderie and rapport are immediate indicators that students in my classes engage in an enriching respect for each other with creative writing and literature as a catalyst.

Olympia's diverse populations are at a serious crossroads in which no one dare cross the road. Let poetry be the place where we enter the crosswalk. Through my term as Poet Laureate of Olympia, I will bring my practiced expertise of building community through poetry offering accessible and equitable workshops, contests and readings to Olympians by elevating perception and engagement in the growing Downtown Arts Core by focusing writing on engaging with the city.

Audience:

I believe it is essential to engage kids and young adults in creative literary arts to keep them growing in creative directions, learning from each other and providing a creative learning environment for students to ground into as a functional and collaborative part of the community. I include offerings for all ages, which I believe to be essential to a successful Poet Laureate's term, however my primary outreach will be directed first toward Olympia school students in need of art enrichment, young adults who do not have privilege or access to educational opportunity and finally the community at large in an effort to record Olympia's voice through the poetry of it's current residents, born and bred or newly transplanted.

Community Engagement: Camaraderie and Solidarity through *I Hear Olympia Singing*

I envision:

1. Outreach to all levels of school students within each yearly term, with literary arts workshops coordinated first with schools that have the least resources and highest need for Art programs and enrichment within the curriculum. For Elementary, students write poems as song lyrics, individuals and pairs writing on connected themes, that can be woven together into a wider student written play, or a stand alone writing session. Middle School students will engage in the poetry of identity, writing their own and reading mentor texts to consider multicultural voices. High School students will engage in the Book in a Day Model of collaborative writing, editing and publication.
2. Outreach to Community Youth Services, engaging in a monthly writing series with youth to chronicle their experiences through the study of Confessionalist poets.

3. Open calls for short poems through Writing the City workshops for a semi-annual public art display, "Writing in the Rain." Using Rainwork, rain activated, temporary paint, local poems can adorn honored sidewalks in the Downtown Arts Core to promote year-round walking. Poem selections would unveil at Fall and Spring Arts Walk.
4. Ultimately, at the end of the term, I would work toward editing a current anthology of poems that capture Olympia in all its burgeoning flux--that will celebrate the local and rich working history of Olympia and the new, five-story culture of artist lofts, Convention Centers and Seattle transplants buying property in cash, who look with wide wonder at the eclectic promise of growing roots here. I intend to option the publishing to a local printing house.

Workshop Samples:

1. Writing the City- A monthly walking tour and writing series will take students to rotating safe spaces around the city accessible to all ages--Olympia Library, City Hall, the Capitol Campus, Midnight Sun, Burfoot Park and the Farmer's Market (perhaps a place to collaborate with the Downtown Ambassadors). Instruction in the practice of sensory imagery and capturing the sound of a place in words will allow patrons to generate several starts and full length pieces, with the intention of submitting finished pieces toward the *I Hear Olympia Singing Anthology*.
2. Poetry as Creative Therapy- A monthly poetry workshop, collaborating with CYS that will teach the fundamental process of generating poetry. Using the Confessionalist poets as mentor texts, students will journal and share their experiences in a safe space for all voices, also with the intention to submit to the *I Hear America Singing Anthology*.

I Can't Stop Losing

(for the 2016 Seattle Mariners)

Jerry told me we'd be visionaries,
and like a seven year old girl, I brought
my glove along, hoping for a home run,
naive and reckless, I believed in you.

You promised life with April's early buds,
and batted false eyelashes in July.
And like a hound, I fetched the radio,
relishing countenance, the 3-2 pitch,

the K cards flapping to crown Felix, king
the metered balance of lean legs kicking,
reaching to shrink distances, angles that
fluidly outwit the stagnant diamond.

August's dusty stretch plugged up our noses,
with dehydrated tongues dangling behind
hard hit fly balls, gaping mouths watching from
the warning track, as our hopes left the yard.

Even flipped up hat brims, soul selling and
prayer could not tourniquet the bleeding,
no boomstick peppered by Zeus' lightning,
no porchetta sandwich with liquid smoke

could turn each waiver into flash paper,
could stitch me tight with glossy scarlet thread,
could make a winner appear from glassy
emerald ether rising from the sound.

Suburban Danger

Cars speed past pedestrians in crosswalks
while babies stain Snugglies, dogs strain leashes
drivers yell, 900 points, and mean it.

Mount Rainier so majestic, could we climb it if
the tsunami hits? Better yet seek the water tower
pack the power bars, guzzle Powerade

and wait to be saved. Or if it erupts
could we outrun the lava flow in our
Prius? Would we run out of gas mid-flee?

If only my mother were here. We could
be generations until the white waves
wash us out to sea, or the red hand claims us.

Machiavelli and the Soothsayer

You want to know

the classified secrets

mortared in the cellar

of this great nation.

You run your mouth

to excavate the deep

seeded aggression cold-

pressed by honorable

mentions, pronouns and

cellulite creams. You

humbly hug tragedy

junkies, hoard harems

of journalists penciling

propitiatory propaganda

a proprietary blend of

animosity, brotherhood

and serpentine virility.

You warm the hands

of ex-wives, high

school dropouts and

Neo-Nazis to behold

that fabled womb.

Lose.

Lose to win.

You lose to win access

to the nudes descending

the staircase, ethereal

sheen of synovial fluid

gliding over you,

shamelessly, loosening

the belt cinching bloated

and egregious aspirations.

Wild, fated flailing from

the last cellar step,

name the tombs

something pretty--bury

logic down deep and

bear the pall, calloused

after such a long walk.

Tend the shrine with

golden touch, small

business loans, forked

vermillion talons. Scrape

knuckles against basement gravel:

leave unwashed to blister.

The Loft in Philadelphia

The sink-stove-refrigerator-
all-in-one unit. The microwave
you stole from the empty apartment
across the hall that you mark as
starting the string of bad luck. After
weeks of Sleater-Kinney in the cd player,
you began to write your lyrics
on the walls. The distance
was killing you.

A furniture salesman then, you couldn't
buy the viciousness of
commission. No furniture to
your name, we proffered pillows and
my sleeping bag to the concrete floor. We
walked all the streets between
Bainbridge and Locust and drank
wine out of coffee mugs to make
the nights longer.

You'd take me to the line where
the buildings were eaten out
by fire, but it was still safe to walk
up to. "This is the hot spot," you'd say. "We
should buy some property before it gets
cleaned up. When we get some money.
Let the city grow around us."
And we'd steal a kiss. To letting the
city grow around us. This music
was indestructible.

Charles, the homeless, self-taught
violinist on 2nd Street remembered you
from a previous life. He'd play all night
for you for half price. You described him
to me once, brown overcoat in summer,
the left side of his face permanently
swollen from repeating the same sad notes
over the body of his dead lover in the alley.
You played with him from the fire escape,
inspired by the suffering.

Pushing sleep away with pins, that night we
sat leaning our backs against the green velvet loveseat
a tenant from 7E abandoned. You laid
the cushions under the sleeping bag, your
calves and feet still hung off the end,
but it was better.

You asked delicately, "What would you say if
I went to war?" "You'd
have my blessing. And I'd want to
be pregnant with
your child.

Connie During Savasana

Reading poetry during savasana,
I am grateful as my tears
may easily be mistaken for sweat.

I feel the ghostly distance
of my son's hand through
space and over time.

Far away from myself,
convinced the planets favored me,
again, the lesson is pooling.

Gut in knots, the future
is not so unpredictable.
I hold my nose and breath,

but not my tongue--
age won't allow that.
Together we waggle on.

Work Sample Description Sheet

"I Can't Stop Losing (for the 2016 Seattle Mariners)" was written to record the run.

*"Suburban Danger" is from the chapbook *The Grunt Wife's Memory Book*. It was inspired by a brief brush with a speeding car while walking a baby and a big dog through the crosswalk at 7th Ave SE and Boundary.

"Machiavelli and the Soothsayer" was written while ruminating on Donald Trump's motivations for the presidency and Animal Fire's production of *Julius Caesar* on the steps of the Capitol Campus.

"The Loft in Philadelphia" was written in 2004 and is from the chapbook *Poems of Love in War*. It is an eerie reminder of life's motifs. The band *Sleater-Kinney* was part of a rich soundtrack of my youth on the East Coast, and today, the door to my classroom is on Sleater-Kinney Road.

"For Connie After Savasana" was written after a 90 minute Hot Yoga Class at Olympia Hot Yoga, as I cried and the tears mixed with sweat.

*Recorded Poetry Work Sample- "Suburban Danger"

<https://drive.google.com/file/d/0B36tL4G6A0V6TWNNUkxaTIU20TQ/view?usp=sharing>

To Note:

1. References are located in the Resume.
2. Live link of Recorded Poetry Sample has been uploaded using FTP to Stephanie Johnson.



Amy Solomon-Minarchi Suburban Danger.mp4

Sign In



Cecily Markham

Education: Bachelor of Science in Nursing the University of Virginia 1979

PUBLISHED POETRY WORKS, HONORS, AND AWARDS (select pieces)

The Wishing Stone – awarded second place in national writing competition with, **Hospital Drive - The Literature and Humanities Journal of the University Of Virginia School Of Medicine**. Published May 2016.

Imagery Happens – Prose reflective piece on imagery in poetry. **Imagery International** organization's on-line newsletter. Published August 2016.

Sisters in Rain – won first place in the national, **Seventh Annual Women's Words Chapbook Poetry Competition** of 1996. Published in 1997 by **Still Waters Poetry Press**.

The Poetry of Five – poem won first place in the **Shoreline, WA Arts Festival Literary Contest** - June 2000.

Passenger – poem won first place in a national poetry competition. Published by the **American Poetry Association** - 1988.

Best New Poet of the Year Award and Writing Grant – **The American Poetry Association** - 1987.

Silver Woman – poem honored with a **Washington Poets Association Literary Conference, Bart Baxter Performance Poetry Award** - 1998.

Too Much Sky – poem honored with a **Shoreline Arts Council, Arts Festival Award**. Invited as guest poet for live reading. **Poem exhibited at the Shoreline, WA Arts Center** - June 1998.

Lipstick, Old Keys, and the Hand Held Mirror – poem selected for exhibit during **National Poetry Month, Goodwin House, Arts and Poetry Hall, Alexandria, Virginia** - April 1997.

LITERARY & INTEGRATED ARTS PRESENTATIONS - TEACHING EXPERIENCE (select events)

Facilitator & Presenter – for summer sessions **Jung Society of Olympia group meetings**. Facilitated the study and discussion of various literary readings - including poetry, prose, non-fiction, and ancient stories. Provided poetry reading at group meetings. Olympia, WA - June through August & October – 2016.

Program Presenter-Exercising Your Brain Through The Arts. Created and presented program for the Young Womens' Christian Association (YWCA), for the group, **Girls Without Limits**. Designed a day program which included teaching creative ways to promote brain health through experiencing the fine arts, and in the second half of the day's program, coordinated the opportunity for young girls to visit an art exhibit encompassing 23 regional artists, at the Kenneth J. Minnaert Center for the Arts, of Sound Puget Sound Community College. YWCA, Olympia, WA – August 6, 2015.

Program Presenter-proposal accepted to present **Poetry of Days** program with **St. Placid Priory Programs, Lacey, WA** - September 2015.

Art as Health-Created and presented **Art As Health** program which provided in-depth, world-wide studies and interactive discussions on the health promotion and wellness benefits of exposure to and experiencing the fine arts - including literary, visual arts, and music. Program included a creative writing and art making time for participants. St. Placid Priory, The Spirituality Center. Lacey, WA – May 2, 2015.

Art as Health – Keynote speaker for the **Spring into Health** general membership meeting, the **Washington State Interagency Committee of State Employed Women**. Created and presented **Art as Health** program which explored

in-depth the health and wellness benefits of exposure to and experiencing the fine arts, sponsored by the **Health and Wellness Subcommittee**, Olympia, WA - March 2013.

Guest Poet – Presented live poetry performance for **Women’s Art Festival. The University of Washington Ethnic Cultural Theater**, Seattle, WA - May 2011.

Guest Writer/Speaker –Arts Pathway Opportunity Day. Invited to speak to junior and senior high school students interested in careers in the literary arts and poetry. **Capital High School Career Event Day**, Olympia, WA 1999 & 2000.

Arts Bridging Curriculum Program, Endorsed Instructor – program was in partnership with the **Olympia School District and The City of Olympia Arts Commission.** Created, developed, and taught poetry and integrated arts classes, based on the **Washington State Essential Learning Standards**, at Olympia District Schools. Program overseen by **Olympia Arts Commissions’ Cultural Services Division**, Olympia, WA 1999-2003.

Artist-in-Residency – Poetry and Integrated Arts Teacher. Boston Harbor Elementary. Taught multi-grade classes which encompassed introduction to poetry, beginning skill development in poetic concepts, individual and group exercises in learning the creative process. Integrated arts approaches included music, rhythms, movement, drawings, and design. Olympia, WA - September 1996 - May 1997.

Artist-in-Residency – Poetry and Integrated Arts Teacher. John Rodgers Elementary. Taught beginning poetry writing skills, the creative writing process, poetry performance, and integrated arts. Winter and spring semesters. Olympia, WA - 2000.

Guest Poet/Writer – taught third grade students studying legend writing and the characteristics of the creative writing process. **Lincoln Elementary**, Olympia, WA - February 1999.

Featured Poet – poetry presentation at community fall arts festival. Invited by board member of **Washington Poets Association** and arts representative with **Lower Columbia College**, Longview, WA - 1998.

Featured Poet-invited to give poetry presentation and book signing by the **Olympia Poetry Network.** Performed at **Traditions Café & World Folk Art**, Olympia, WA - February 1998.

Guest Artist/Poet – performed televised poetry presentation for fund raiser event for low income community members sponsored by **The Olympia Light and Chorale** singing group. Benefit Concert held at the **Washington Center for the Performing Arts**, Olympia, WA - December 1991.

SELECT: POETRY & INTEGRATED ART EXHIBITS & INSTALLATIONS

Olympia Arts Walk. The Heritage Room. Olympia, WA - April 26, 2014.

Olympia Arts Walk. The Urban Onion Restaurant. Olympia, WA - April 22-23, 2011.

Olympia Arts Walk. The Historic Olympian Hotel, Events Room. Olympia, WA - April 22-23, 2011.

Olympia Spring Arts Walk. Atelier Gallery. Olympia, WA - April 22-23, 2011.

Olympia Spring Arts Walk. Atelier Gallery. Olympia, WA - April 2010.

Fall Olympia Arts Walk. Atelier Gallery. Olympia, WA - October 2010.

One stone’s tear, poetry on stone - installation on exhibit. **The Washington State Department of Health.** Tumwater, WA - July 2009.

Abandoned Woman. Art Installation. **The Evergreen State College.** Olympia, WA - May 2007.

The way of a stone. Solo gallery exhibit. Paintings, oil on canvas. Poetry exhibited on stone, glass, silk, and rice paper. Integrated arts. **Ideation Gallery.** Olympia, WA. September 2004 - January 2005.

Cecily Markham

Olympia Poet Laureate

Program Proposal

There is a moment in my childhood when poetry, *wanting* poetry in my life, desiring poetry, was immediate – a tout de suite. It was as if a clear running stream had found me. I am eight years old sitting at our family's modest kitchen table with my mother and her friend Marilyn. They have just returned from their masters in poetry class together, and they are talking about poetry. It is an unutterable moment for me. I can't move. But I am listening.

The following week I'm sitting once again at our kitchen table watching my mother, Ruth, and her friend talk about poetry. I'm excited to tell Marilyn about the poem I've chosen to recite to my third grade class, "Stopping By Woods On A Snowy Evening", by Robert Frost. I remember Marilyn with her coal black hair and ivory complexion saying to me, "Say it with feeling."

Since that first moment when poetry became alive for me, I have worked to bring to a broad audience the richness of the poetic life I was fortunate to have been given as a young girl.

Poet Laureate Focus: My focus as Poet Laureate of Olympia would be primarily to inspire both individuals and our community collectively to embrace the importance and value of having poetry in our lives, to experience the profound contributions poetry offers, and to deepen the enjoyment of this art form in coming to know how the power of poetry can transform our daily lives and culture.

One of my primary mentors in poetry, Czeslaw Milosz, in his book, **The Witness of Poetry** wrote, "I have titled this book *The Witness of Poetry* not because we witness it, but because it witnesses us." (pg. 4) Poetry is everywhere, everywhere watching and open to us. My focus would be to offer a variety of creative strategies, venues, and pathways connecting community to poetry.

Poet Laureate Primary Audience: My primary audience as Olympia Poet Laureate would be to work with: women in life transitions of all ages and high school teens, both girls and boys.

Community Engagement Strategy:

- **Women in Life Transitions:** Initiate contact, create, establish connections, and develop partnerships with, for example: community women's organizations; libraries; literary/book groups; The Olympia Poetry Network; bookstores; dream work groups; colleges; health care organization support groups; faith community centers; social service agencies; hospitals; non-profit organizations; government agencies as well as - performance venues, theaters, public businesses, and cultural arts centers. Introduce self, offer to coordinate poetry presentations, readings, poetry and integrated arts literary events, and consultation. (*Women in challenging life transitions may include: women experiencing illness, loss of relationship, changes in career, and socio-economic/psychological challenges*).
- **High School Teens-Girls and Boys:** Initiate contact, create, establish connections, and develop partnerships with, for example: Public and private school principals and leaders; public and private high school teachers teaching English/poetry/literature classes, and/or directing arts programs; community youth organizations; the YWCA & YMCA;

hospital leaders & pediatric department directors and offer e.g. poetry events and poetry writing groups providing outreach to teens experiencing illness/chronic disease/cancer; establish contact with community organizations providing services to teens with socio-economic/psychological challenges and offer e.g. poetry writing groups and poetry performance events & exhibits of their work in a variety of community venues.

- **Creative Strategies Implementation:** Work creatively to release the barriers some individuals have towards approaching poetry. Coordinate/present poetry events in innovative ways, integrating the experience of poetry with other fine arts such as music, visual arts, or dance in collaboration with Olympia's arts community - increasing accessibility to poetry as an art form to those who have perhaps had minimal or no exposure to poetry.
- **Promoting Poetry as a Community Voice that Contributes to a Sense of Place:** Explore & seek funding for local, special event and/or regular, Radio/TV coverage of poetry readings and events televised from **-The Harbor House at Percival Landing.**
- **Connect Poetry to Community and Place:** Make video presentations, which would have secured funding and sponsorship, of televised poetry readings, talks, & interviews with other writers – on-site at interesting landmarks in Olympia, such as on the beach of Priest Point Park, Percival Landing, Capital Campus, parks, and college campuses. – *connecting poetry to community and place.*
- **Establish an Olympia Poet Laureate website:** Website will include information about the Poet Laureate's role & background, what services, events, consultation will be offered, contact information, and include a link for a live video of regular poetry reading & talks.
- **Establish an Olympia Poet Laureate Blog**
- **Participant in the Olympia Arts Walk Festivals**
- **Olympia Poetry Celebration Event-**Create/coordinate a large scale poetry event yearly at **The Washington Center for the Performing Arts.** Partner, collaborate with, and involve art partners, poets, artists, musicians, local businesses, and community members.

Instructional Workshops supporting theme of Poet Laureate Appointment:

Lipstick, Old Keys, and The Hand Held Mirror: *Journey into the images of a poem.*

This workshop would be offered to women in life transitions. Journey into the images of a poem provides guidance towards relationship to oneself, life transitions, grief, memory, the healing power of nature, and the ordinary moments of life. This workshop will offer participants the opportunity to experience the power of imagery in poetry – as these images mirror and give witness to ones' own life, illuminate our personal uniqueness, and bridge our profound connection to the human family in our community and world.

Making Poetry: *Making Change.*

This workshop would be offered to junior and senior high school students facing change in their lives. *Are you trying to decide what you want to do after high school in the years ahead? Does it seem like you have too many choices or not enough?* In this workshop we will talk about these challenges & how to write about facing change through the art form of poetry. There will be a creative writing time & students will have the opportunity to present their poetry to the group & have their poetry on exhibit.

Cecily Markham

Olympia Poet Laureate

Application

Written Work Samples:

Passenger

The Wishing Stone

The Moment of Rain

leaving your hands

Lipstick, Old Keys, and The Hand Held Mirror

(↳ The Night Dream)

Recorded Work Sample-DVD

Poetry performance of: Passenger

Cecily Markham

Passenger

I am in the body of an immense silver bird streaming
through wind and sky.

It is the night's time.
All the other passengers
are asleep, but I am awake somewhere over the Atlantic
looking through a window into darkness.

It seems poets are always looking through windows
trying to bring a poem to light.

In these speeding moments
I think of how I am often a passenger
wondering about that place I am going – remembering
the sun in my sister's smile and the fading blue images
of the friends I leave behind.

How I love them. How I carry with me the memories of their dreams –
Even now we are all moving and streaming through the
starlit darkness.

Once an immense silver horse came running to me
out of a fog over a hill
across a pasture.

* * *

Now the sun comes rising
over the wings of birds and Ireland
and I have crossed the ocean again.

Cecily Markham

I walk into the room to check on her, to see if the pain medication helped. I am a young nurse. My patient is lying in the bed by the window. The room is honey-like from the sun pouring in. My patient's husband is lying in her bed bedside her. He is talking to her, bringing memories into the small, intimate space they share - celebrating their life together. In this moment my life changes and illuminates a truth about pain and love - in our most vulnerable hour.

The Wishing Stone

He wanted to make the day timeless. To create it that way. He dreamed of rain with her. Dreamed of so much rain. He wanted her words; he wanted her to stay; he wanted her words. The way she didn't speak, the way she spoke with words that would fall upon him, and move through him like a riderless horse on sun-washed plains, a beautiful ocean storm he wanted to be a part of, an indecisive wind that would howl and howl and pull back and took with it some part of himself. He didn't want to know where he was with her now or where she was, only memory, love, this holding her pale slender arms - timeless. If he could only make the shivers go away, he thought, to make her warm again.

He reminded her of mountains they had hiked and little creeks they'd found and waterfalls with June sunbows and the long blue-green hills they had climbed on the way to the sun. He thought of the day they'd made love in the river before Sarah was born, and afterwards, found a midnight blue, marbled stone along the bank, that was smooth as still pond water. He remembered how they rubbed it together and made a wish that the stone would remain there holding the pulses of their fingertips inside, and that the river would always know where they were. The river would always know how to find them.

He spoke of all their children, spoke their names out loud - Sarah, Jason, and Patrick, so that the thinning air, so that time if there was any time, would not forget. He carried her with his own words through their gardens of - foxgloves, azaleas, and English roses, and how the poplar trees along the drive to their house sway and sing with unfettered music, remembrance, and waiting. Because he wanted to enter her wholly, past her human edge, all her river to sea, all her sky to sky to her invisible self, and he kept holding her, lying next to her in the narrowing afternoon light that was losing its day - penetrating through him, beyond courage, beyond his strength and trembling, what is marrow and sacred - past all that is hardly human.

She died that day lying next to him, slipping away on violet evening shadows, and some beginning stars, who whispered back to him, echoed to him soft as her silk blouses, soft as her rains. . . .

My song, my time was with you.

Cecily Markham

The Moment of Rain

is something like hearing the first note of Bach's *Air*
in G Minor played on a Stradivarius violin.

*How that sound wraps its arms around your breath -
The music, a soft sea rushing in.
Your thoughts listing just above the dark-green ocean.*

The wind partners with the moment and informs us to:

Watch. Listen.

Being friends of the rain, the leaves of the aspen trees respond with song
and turn to their whiter sides.

You feel the wetness of change
and accept the inevitable drops splashing
on the window pane.

The birds find their places too.

*There is a hum, a sigh, and droplets of rain-stars glistening in the grass
in preparation for the time that is coming —*

Fresh and daring, new again.

Smell it!

Cecily Markham

*You pleaded with me,
"Don't stay the same." Across
my yearbook you wrote, "Keep changing" in
blue bold magical letters.
Poet of yesterday, words of eternal
flame, whose echoes
I hold close . . .
- In memory of C.H.*

leaving your hands

There is a hill where we were once,
a hill where we are all wanting to go,

but I'm still running down the hill
where I last saw you.

Only my breath turned back to see.

* * *

A ribbon loosed from my hair
is still falling.

The ocean breaking against my iridescent thighs
is still cool.

The road that is burning is a Star.

My legs are waterfalls pounding out the rhythms
My eyes hold deep the sunbows
in the surprises of April
I was born between three slippery rocks –
There's my heart loose in the rapids
Screaming a cold breath leaping
Down the river.

Icy are the tears.

Where is the sea my father sang of endlessly?
When I was a girl
I looked up at him
and thought he was the sea.

* * *

There is a hill where we were once,
a hill where we are all wanting to go.

* * *

Earth, in her evening hips,
her harvest fields, her lost gold winds
whirling down and down.
The echoes of summer's words eternal,
the promises, the distances,
the blue-green mountains beyond...
We are driving the narrowing road.

The scarlet leaves are leaving me now
Making red wind, rising from
The echoes of word carved alleys
Voices without a face,
Who wrote something darkly,
The starless corners

The broken sidewalks around my house,
The broken afternoon sun sheer as my own angels
The scarlet leaves whirling away
Autumn leaves becoming birds.

In the flame,
My soul leaning onto her highways.

There are roads of hills and curves.

Here's the sharp narrowing turn
I downshift I upshift
Through the windshield
Blind me sun forever, hold me in your shining.

Leaving your hands, leaving your hands,
Running the hills,
My hips...are rivers.

Cecily Markham

**Lipstick, Old Keys,
and The Hand Held Mirror**
(c/o The Night Dream)

Scene I

It begins downstairs
in a hospital in Falls Church, Virginia.
You have to go down a long way. Many stairs. Deep down.
Below the ground level.
It's in the cafeteria – where people not only
eat between emergencies, healings, and deaths,
but keep hoping – when they're told after the accident by the exhausted surgeon
that there is no hope for her.
This is a room where people talk politics, movies, spirituality,
dreams, drink coffee through the night and sometimes fall in love.

*He is up there – three stories above me,
but I don't know this yet.
The light is mixed.
Halfway up this large, expansive room,
In the middle of the air a brightness rises.*

I have been here before,
as a young nursing student wearing
a pink pinafore with a
short sleeved cotton blouse underneath –
still with braces on my teeth
to change my bite, the way I look.

I wrote such somber poetry then.
But at least I did write. Desiring poetry. Desiring poetry.

I took the elevator to the floor where I worked as a nurse
Bing...bing, 7th floor east, 7:00 am.
The shift begins with the pursuit of healing to relieve the suffering,
the bleeding, the constant rushing from room to room to help my
patients, the call lights lighting the halls, room A-1..buzz buzz,
room A-13...buzz buzz, people in need, unanswered pain. Morphine pumps, Demerol
injections - Valium, to ease his pain even for an hour
or maybe a little more.

Bandages - bright white bandages carefully being brought out of their safe pure wombs
perfect and untainted as was once a *Paradise*.
Bandages that have not yet touched the pain of a body.

A Paradise now incarnate and flush with human skin –
The tear of an eye, an infected gut, bacteria, dust –
Snow white bandages and questions.
One universal question:

The suffering earth spinning round and round with her
bandages flinging in air and fresh arterial blood running through,
lacerated cities and continents torn apart – unanswered pain
burned weeping fields.

The outrage of hunger struck children fallen on roads
and streets like dying autumn leaves, their mothers desperately in search of
milk and fathers who cannot give them what their
little pulses need.

She is calling out – crying
Why...why this suffering,
my patient asks me who has just been told has just been told.
I answer her by saying, “I don’t know.”
A woman on the edge of her life, I with her
sitting on the edge of her bed – where her body now is,
and the two of us exchanging silences and the crying out
which is the pursuit of healing –
and me, adjusting the drops of normal saline –
water which will enter her body,
neither one of us sure of the water’s return or hers.

Scene 2

I know this room, the hospital cafeteria.
A large adjustable room –
the kind you put folding walls up and take them back down.
Then look again. See yourself
in its large space – as if it had never been interrupted, never disturbed.

*Now I feel a sensation to move –
to move through the crowd
of myriad faces I cannot distinguish in this immense
room – where a mystic night has fallen and no
one reaches to turn on the lights.
I keep moving. I keep moving. I am aware I don’t know anyone,
but I keep moving.
I am drawn in a fluid motion towards the stairway.
I begin to climb. Darkness hovers around me
like the face of a woman in a Rembrandt painting –
where the only light that falls falls on her face
and in every other breath of space darkness prevails.*

*The railing and the steps of the stairs are lighted too, and I climb them.
Here, in this dream light, I begin to see him up there
just two floors above me. It is something like heaven
or a holiday party where he is – everyone is eating and talking and happy.
The evening light is cheerful and soft.*

*I see him descending the stairs and halfway up
We meet on the ivory white stairwell.
He leans forward to embrace me.
Really embrace me.
As he is doing this, I see his arm
moving towards me, and in his hand
he is holding a small cloth purse
embroidered in a dark rose pattern.*

*I see that it is my purse – my small purse that fits
inside my larger purse.
You know there is a self within the self and more – a hard
textural seed inside the vulnerable skin of the peach.
He feels glad to give back what belongs
to me as he holds me. I feel this man's great joy.
I hold him in my arms, and he holds me in his, and
I turn my head and rest it on his kind shoulder.*

It's like lying down in a wide pasture on your day off.
The weatherman is wrong because the sun throws itself all
over you and the grass, and you're with your best friend. The wind
lifts up through you a sacred way, and you can hardly believe
that it's you and how good it is to be alive.

Scene 3

Inside my small purse I shuffle through a handful of things I've not
looked at for years but was never willing to throw away:

Lipstick – in dark plum red
a fiery color to paint on.
Lipstick belonging on these lips no longer
backed by braces to control the bite
but strengthened teeth -
courageous enough to smile just in the hope of it.

Old keys,
to a door I closed once and turned my face from,
but now grasping the keys
I penetrate the keyholes and make all the turns at once –
Free the doors and push them open to a rain washed day - and the

Hand held mirror, the kind divided in half
with one side larger than this life –
to show the deep pores and
eyes to stare down the dream like prey
and breathe heavy light on it in long rhythmical strokes.

Catch it in my mouth and make words with it –
words that don't fail to feel but get out and move in it –
A savvy nose to smell like a wolf and rosy dreams of the skin
where I look at myself in the mirror and glimpse the healing
of my body at last.

O To get inside someone else's wound – or your own.
To feel yourself in it – and speak the poem that belongs to it.
To grip it in your hands like an old key you pull up from underground –
A long way down,

many stairs.

To bring to somebody a cool glass of water
for the sake of human thirst.

And like the Genesis story, to
nurse with words, your hands, and words again –
back to the beginning, back to belonging and being
held, in the silences and the crying out we cry -
Which is the pursuit of healing,
while snow is falling on our faces.

O How Paradise longs to lie down with her wounded,
Her beloved, and give back through her hands and his
what belongs to us –

The continents of our dreams embroidered in dark plum roses
And sumptuous fruits and fields of sun, children of gladness and peace,
A resting head on a kind shoulder.

Everywhere, today, in this hour of crossing –
Desiring poetry.
Desiring poetry.

Poesia desante.

Cecily Markham

Olympia Poet Laureate

Application

References:

Darcie Richardson, MA

Depth Psychology, Pacifica Graduate Institute

Board Member / Conference Chair

Imagery International

360.340.3404 / cell & business

imageryconferencechair@gmail.com

Through a shared involvement and work in an established Olympia community group, Darcie Richardson, board member and conference chair, with the organization, Imagery International, invited me to make a proposal to be a presenter for the organization's October 2016 conference in Menlo Park, California. I have worked with Darcie in the proposal, planning, development, and coordination phases of my presentation - on the power of imagery in poetry. My proposal was accepted in early March 2016.

Janice Ariza, Center Coordinator

The Priory Spirituality Center

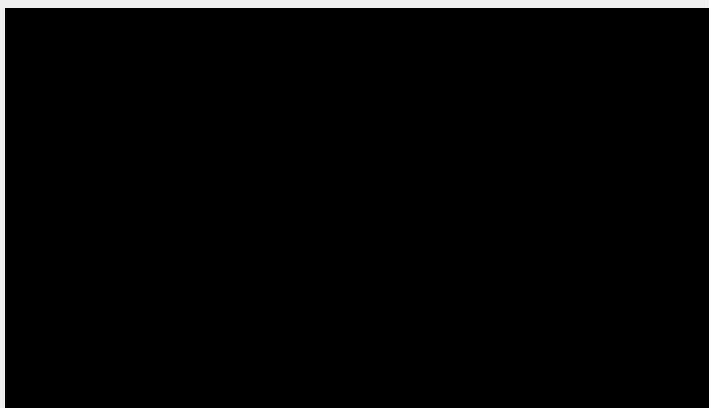
360.438.2595 / office

253-226-2348 / cell

prioryprograms@stplacid.org

spiritualityctr@stplacid.org

I have proposed and given several day program presentations at St. Placid Priory with The Priory Spirituality Center. Janice Ariza is the Center Coordinator. I have worked with Janice in the proposal, planning, coordination, and implementation of my presentations and review of presentation evaluations.



Cecily Markham



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City Council

Continued Discussion on the 2017 Operating Budget and 2017-2022 Capital Facilities Plan (CFP) to Conclude with Balancing of the Operating Budget

Agenda Date: 11/22/2016
Agenda Item Number: 6.B
File Number: 16-1299

Type: discussion **Version:** 1 **Status:** ATS Review

Title

Continued Discussion on the 2017 Operating Budget and 2017-2022 Capital Facilities Plan (CFP) to Conclude with Balancing of the Operating Budget

Recommended Action

Committee Recommendation:

The Finance Committee will walk the full Council through their recommended funding changes from the noon meeting on November 16, 2016.

City Manager Recommendation:

Review the proposed recommendations and direct staff to prepare the necessary ordinances for the December 6, 2016, Council meeting.

Report

Issue:

Whether to ask further questions, request additional information, and make changes to the Preliminary Operating Budget.

Staff Contact:

Jane Kirkemo, Administrative Services Director, 360.753.8499

Presenter(s):

Council will discuss Finance Committee recommendations and proposals from their November 16, 2016 meeting.

Background and Analysis:

The Finance Committee met on November 16, 2016, to discuss funding options for critical needs and comments from public hearings. Attached are the Finance Committee recommendations.

Neighborhood/Community Interests (if known):

The Committee reviewed remarks from the November 15 public hearings.

Options:

1) Accept the proposed recommendations and direct staff to prepare the necessary ordinances for the December 6, 2016, meeting.

2) Make additional changes and then direct staff to make necessary changes and prepare ordinances for the December 6, 2016, meeting.

Financial Impact:

The financial impact depends on the changes made.

Attachments:

Finance Committee Recommendations



2017 Unfunded Operations

Downtown Sanitation – Early Morning Clean Team	- \$90,000
Additional Ambassador/Welcome Center/Clean Team Costs	- \$22,400
Restroom Cleaning (2)	- \$54,000
Legal Prosecution Services	- \$50,000
Code Enforcement (.5 FTE)	- \$ 41,386
Encampment Clean up	- \$ 50,000
Fire – Public Safety Testing	- \$ 118,000
Fire – Equipment Replacement (Currently \$125,000) (referral to Finance for additional evaluation)	- \$ 729,221/year
DRC – Dispute Mediation Services	- \$ 5,000
Thurston County Historical Journal – Publication	- \$ 2,000/year
Policy Development/Legislative Advocacy	- \$ 100,000
Increase Minimum Wage Consideration	?



2017 Unfunded One-Time Items

Fire Protective Gear	\$127,000
Downtown Strategy	\$50,000
Art/Cultural Program Enhancement	\$50,000 (RFP)
Comprehensive Plan Implementation	\$40,000
Sea Level Rise Planning (<i>General Fund</i>)	\$50,000
Green Power (<i>General Fund Portion</i>)	\$17,000
Hazard Trees	\$100,000
Library Security	\$200,000
Study of College Education Funding/Regressive Local Tax structure	\$45,000
Public Process to Consider Police Worn Body Cameras	\$80,000



Finance Committee Recommendations

On going revenue	\$128,400
Early morning clean team	- 90,000
Ambassador/welcome center	- 22,400
Thurston County historical journal	<u>-2,000</u>
Available remaining	\$14,000
One time revenue	\$140,729
Fire personal protective gear	<u>\$127,000</u>
Available remaining	\$13,729
Amount to be reconsidered with year end fund balance	\$27,729



Committee referrals

Finance

- Fire equipment replacement schedule
- Mental health mobile outreach program
- Arts study – scope of work
- \$15 minimum wage – employees and contractors

General Government

- College affordability/access study – scope of work
- Regressive tax structure– impact on Olympians – scope of work
- Community Oriented Policing
- Options for citizen engagement

Utility Advisory Committee

- Scope and design for public restrooms and the impact on rates