



# Meeting Agenda

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Tuesday, December 18, 2018**

**7:00 PM**

**Council Chambers**

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### Last Meeting of the Year

**1. ROLL CALL**

**1.A ANNOUNCEMENTS**

**1.B APPROVAL OF AGENDA**

**2. SPECIAL RECOGNITION**

- 2.A** [18-1202](#) Special Recognition - Olympia's Outgoing (Inaugural) Poet Laureate

**3. PUBLIC COMMENT**

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

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

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

### COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

**4. CONSENT CALENDAR**

*(Items of a Routine Nature)*

- 4.A** [18-1214](#) Approval of December 11, 2018 City Council Meeting Minutes

**Attachments:** [Minutes](#)

- 4.B** [18-1213](#) Consideration of a Request for Leave in Lieu of an Annual Salary Adjustment

**Attachments:** [Leave Request from the City Manager](#)

- 4.C**     [18-1138](#)     Approval of a Resolution Granting Special Valuation for the Olympia Heritage Site at 2420 Capitol Way South  
**Attachments:**   [Resolution](#)  
                          [Agreement](#)  
                          [Certificate](#)
- 4.D**     [18-1207](#)     Approval of a Resolution Confirming Special Valuation for 222 Capitol Way North  
**Attachments:**   [Resolution](#)  
                          [Agreement](#)
- 4.E**     [18-1184](#)     Approval of a Resolution Approving a Facility Use Agreement with the Washington State Patrol (WSP) Academy  
**Attachments:**   [Resolution](#)  
                          [Agreement](#)
- 4.F**     [18-1208](#)     Approval of a Resolution Authorizing an Intergovernmental Emergency Medical Services (EMS) Contract for Basic Life Support (BLS) Funding  
**Attachments:**   [Resolution](#)  
                          [Agreement](#)
- 4.G**     [18-1210](#)     Approval of Resolution Authorizing an Interlocal Agreement with Lewis County for Use of Jail Facilities and Services  
**Attachments:**   [Resolution](#)  
                          [Agreement](#)
- 4.H**     [18-1212](#)     Approval of a Resolution Authorizing a Lease Early Termination Agreement for 2828 Martin Way E  
**Attachments:**   [Resolution](#)  
                          [Agreement](#)
- 4.I**     [18-1219](#)     Approval of a Resolution Authorizing an Interlocal Agreement with LOTT Clean Water Alliance for Public Health Emergency Support Funding  
**Attachments:**   [Resolution](#)  
                          [Agreement](#)
- 4. SECOND READINGS (Ordinances)**
- 4.J**     [18-1170](#)     Approval of an Ordinance Relating to the Storm and Surface Water Utility and Repealing Section 13.16.170 of the Olympia Municipal Code  
**Attachments:**   [Ordinance](#)
- 4.K**     [18-1174](#)     Approval of an Ordinance Reducing Impact Fees for Qualified Low-Income Housing Development Projects

**Attachments:** [Ordinance](#)  
[Impact Fee Waiver White Paper](#)  
[Olympia School District Resolution No. 589](#)

- 4.L [18-0153](#) Approval of an Ordinance Amending Transportation Impact Fees
- Attachments:** [Ordinance](#)  
[Cost Distribution](#)
- 4.M [18-1069](#) Approval of an Ordinance Adopting the 2019 Utility Rates and General Facilities Charges
- Attachments:** [Ordinance](#)
- 4.N [18-1139](#) Approval of an Ordinance Amending Olympia School District Impact Fees
- Attachments:** [Ordinance](#)
- 4.O [18-1191](#) Approval of an Ordinance Creating a Waste ReSources Capital Fund for Monies Being Set Aside for a Future Maintenance Center and Other Capital Expenditures
- Attachments:** [Ordinance](#)
- 4.P [18-1173](#) Approval of an Ordinance Adopting 2019 Park Impact Fee Rates
- Attachments:** [Ordinance](#)
- 4.Q [18-1188](#) Approval of an Ordinance Adopting the 2019 Operating Budget
- Attachments:** [Ordinance](#)  
[Council Changes to Preliminary Budget](#)
- 4.R [18-1189](#) Approval of an Ordinance Adopting the Capital Facilities Plan: 2019-2024 Financial Plan and Appropriating Funds for 2019
- Attachments:** [Ordinance](#)  
[Planning Commission Letter](#)  
[Utility Advisory Committee Letter](#)  
[Bicycle and Pedestrian Advisory Committee Letter](#)  
[Parks & Recreation Advisory Committee Letter](#)
- 4.S [18-1190](#) Approval of an Ordinance Appropriating the 2019 Special Funds
- Attachments:** [Ordinance](#)
- 4.T [18-1185](#) Approval of an Amendment to Ordinance 7152 (Special Funds)
- Attachments:** [Ordinance](#)
- 4.U [18-1187](#) Approval of an Amendment to Ordinance 7153 (Operating Budget)
- Attachments:** [Ordinance](#)

4.V [18-1186](#) Approval of an Amendment to Ordinance 7154 (Capital Budget)

Attachments: [Ordinance](#)

4.W [18-1215](#) Approval of an Ordinance Declaring a Continuing State of Public Health Emergency Relating to Homelessness - First and Final Reading

Attachments: [Ordinance](#)

#### 4. FIRST READINGS (Ordinances)

4.X [18-1192](#) Approval of an Ordinance Related to Permitting Residential Uses in the Medical Services Zoning District

Attachments: [Ordinance](#)

[Affected Properties Map](#)

[Application](#)

#### 5. PUBLIC HEARING

#### 6. OTHER BUSINESS

6.A [18-1217](#) 2018 Year End Highlights

#### 7. CONTINUED PUBLIC COMMENT

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

#### 8. REPORTS AND REFERRALS

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

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

#### 9. ADJOURNMENT

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



## City Council

### Special Recognition - Olympia's Outgoing (Inaugural) Poet Laureate

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 2.A  
**File Number:** 18-1202

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

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#### **Title**

Special Recognition - Olympia's Outgoing (Inaugural) Poet Laureate

#### **Recommended Action**

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

Not referred to a committee.

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

Recognize Poet Laureate Amy Solomon-Minarchi for her efforts to engage our community in the literary arts, and welcome incoming Poet Laureate Sady Sparks.

#### **Report**

##### **Issue:**

Whether to recognize outgoing Poet Laureate Amy Solomon-Minarchi and welcome incoming Poet Laureate Sady Sparks.

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

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

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

Amy Solomon-Minarchi, Olympia Poet Laureate January 1, 2017- December 31, 2018  
Sady Sparks, Olympia Poet Laureate January 1, 2019 - December 31, 2020

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

The intent of Olympia's Poet Laureate designation is to:

- Promote poetry as an art form
- Expand access to the literary arts
- Connect the community to poetry
- Promote poetry as a community voice that contributes to a sense of place

During her tenure, Olympia Poet Laureate Amy Solomon-Minarchi has engaged the public and the poetry community through such projects as:

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

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- The *Writing in the Rain Project* and poetry readings and performances during Arts Walk
- *Poetry Rides Bus* and *Bus Stop Poetry*, in association with InterCity Transit
- *Isthmus Park Poetry* stamped in the concrete of one of our newest parks.
- Community Poetry Anthology Project: *I Hear Olympia Singing*

In addition, Ms. Solomon-Minarchi has conducted poetry workshops with incarcerated youth, during Arts Walk, in schools, and in partnership with Olympia Timberland Library. She has recited poetry at City Council meetings, and at poetry slams and events throughout Olympia.

The vast majority of the poetry highlighted through these projects was not written by Ms. Solomon-Minarchi. Rather, she used the opportunity afforded as Poet Laureate to lift the writing of others, shining a light on a vibrant community passion for poetry.

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

N/A

**Options:**

N/A

**Financial Impact:**

N/A

**Attachments:**

None



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360-753-8244

## City Council

### Approval of December 11, 2018 City Council Meeting Minutes

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.A  
**File Number:** 18-1214

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

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**Title**

Approval of December 11, 2018 City Council Meeting Minutes



# Meeting Minutes - Draft

## City Council

City Hall  
601 4th Avenue E  
Olympia, WA 98501

Information: 360.753.8244

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**Tuesday, December 11, 2018**

**7:00 PM**

**Council Chambers**

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### 1. ROLL CALL

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

### 1.A ANNOUNCEMENTS

Mayor Selby announced the Council met at 5:30 in Executive Session to discuss a personnel matter and noted no decisions were made.

### 1.B APPROVAL OF AGENDA

The agenda was approved.

### 2. SPECIAL RECOGNITION

#### 2.A [18-1131](#) Special Recognition - Memorandum of Understanding with Council of Neighborhood Associations

Councilmember Gilman discussed the role and recognized the value of the Council of Neighborhood Association.

Council of Neighborhood Association President Denise Pantellis discussed the importance of neighborhood associations, knowing your neighbors and strengthening the community.

**The recognition was received.**

### 3. PUBLIC COMMENT

The following people spoke: Jim Reeves, Erik Callison, Amy Evans, Julia Ward, Voshti Gustafson, Author West, Iana Franks, Jeanette Laffoon, Nick Schmidt, and Todd Wagner.

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

City Manager Steve Hall gave an update on the safety and homelessness response downtown. Councilmembers spoke about strategies to address homelessness and safety downtown.



**4. CONSENT CALENDAR**

- 4.A [18-1162](#) Approval of November 27, 2018 Study Session Meeting Minutes

**The minutes were adopted.**

- 4.B [18-1163](#) Approval of November 27, 2018 City Council Meeting Minutes

**The minutes were adopted.**

- 4.C [18-1195](#) Approval of December 4, 2018 Study Session Meeting Minutes

**The minutes were adopted.**

- 4.D [18-1167](#) Bills and Payroll Certification

Payroll check numbers 91804 through 91839 and Direct Deposit transmissions: Total: \$2,928,759.78; Claim check numbers 3707506 through 3708376: Total: \$6,808,007.27.

**The decision was adopted.**

- 4.E [18-1171](#) Approval of a Bid Award for Percival Landing Bulkhead Replacement Project

**The contract was adopted.**

- 4.F [18-1128](#) Approval of a Resolution Approving a Memorandum of Understanding with the Council of Neighborhood Associations

**The resolution was adopted.**

- 4.G [18-0152](#) Approval of a Resolution Adopting the 2020-2025 Transportation Improvement Program (TIP)

**The resolution was adopted.**

- 4.H [18-1117](#) Approval of a Resolution Executing Contracts to Purchase Traffic Signal Controller Upgrades

**The resolution was adopted.**

- 4.I [18-1159](#) Approval of a Resolution Approving an Updated Interlocal Agreement for Jury Resource List

**The resolution was adopted.**

**4. SECOND READINGS (Ordinances)**

- 4.J [18-1175](#) Approval of an Ordinance Amending the Emergency Housing Facilities Code, Olympia Municipal Code (OMC) Chapter 18.50 - First and Final

Reading

**The ordinance was adopted on first and final reading.**

- 4.K**     [18-1194](#)     Approval of an Ordinance Amending Olympia Municipal Code Sections 18.02.180, 18.04.040, and 18.06.040 Relating to Emergency Housing Facilities - First and Final Reading

**The ordinance was adopted on first and final reading.**

- 4.L**     [18-0301](#)     Approval of an Ordinance Adopting a Pavement Restoration Fee

**The ordinance was adopted on second reading.**

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

- 4.N**     [18-1170](#)     Approval of an Ordinance Relating to the Storm and Surface Water Utility and Repealing Section 13.16.170 of the Olympia Municipal Code

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

- 4.O**     [18-1174](#)     Approval of an Ordinance Reducing Impact Fees for Qualified Low-Income Housing Development Projects

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

- 4.P**     [18-0153](#)     Approval of an Ordinance Amending Transportation Impact Fees

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

- 4.Q**     [18-1069](#)     Approval of an Ordinance Adopting the 2019 Utility Rates and General Facilities Charges

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

- 4.R**     [18-1139](#)     Approval of an Ordinance Amending Olympia School District Impact Fees

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

- 4.S**     [18-1191](#)     Approval of an Ordinance Creating a Waste ReSources Capital Fund for Monies Being Set Aside for a Future Maintenance Center and Other Capital Expenditures

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

- 4.T**     [18-1173](#)     Approval of an Ordinance Adopting 2019 Park Impact Fee Rates

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

- 4.U**     [18-1188](#)     Approval of an Ordinance Adopting the 2019 Operating Budget

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

- 4.V [18-1189](#) Approval of an Ordinance Adopting the Capital Facilities Plan: 2019-2024 Financial Plan and Appropriating Funds for 2019

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

- 4.W [18-1190](#) Approval of an Ordinance Appropriating the 2019 Special Funds

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

- 4.X [18-1185](#) Approval of an Amendment to Ordinance 7152 (Special Funds)

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

- 4.Y [18-1187](#) Approval of an Amendment to Ordinance 7153 (Operating Budget)

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

- 4.Z [18-1186](#) Approval of an Amendment to Ordinance 7154 (Capital Budget)

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

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

**Councilmember Parshley moved, seconded by Councilmember Bateman, 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 Parshley and Councilmember Rollins

### **PULLED FROM CONSENT CALENDAR**

- 4.M [18-1092](#) Approval of an Ordinance Amending Olympia Municipal Code Chapters 2.06 and 2.100 Related to Council Committees and Citizen-Member Boards and Commissions

**Councilmember Rollins moved, seconded by Mayor Pro Tem Jones, to amend the ordinance that establishes term limits to three full terms to include exempting the Heritage Commission, in addition to the Design Review Board, from term limits. The motion carried by the following vote:**

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

**Councilmember Cooper moved, seconded by Mayor Pro Tem Jones, to amend the ordinance to remove the super majority requirement to override term**

limits by striking "plus one" in two places in the ordinance: 1) on page 1-the last two words under the 6th Whereas; and 2) on page 5, line 5 under 2.100.050 C. The motion carried by the following vote:

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

Councilmember Gilman asked that the guidelines be reviewed to ensure they reflect the changes in the ordinance.

## 5. PUBLIC HEARING

### 5.A [18-1114](#) Public Hearing on the 2018 Engineering Design and Development Standards (EDDS) Update

Assistant City Engineer Steve Sperr gave an overview of the proposed amendment to the Engineering Design and Development Standards Update.

Mayor Selby opened the public hearing at 8:24 p.m. No one spoke so the public hearing was closed.

**The public hearing was held and closed.**

## 6. OTHER BUSINESS

### 6.A [18-1183](#) 2019 Legislative Overview

Assistant City Manager Jay Burney introduced Olympia's contract lobbyist team Jennifer Ziegler and Debora Munguia. They gave an overview of the 2019 Legislative session.

Councilmembers asked clarifying questions.

**The information was provided.**

## 7. CONTINUED PUBLIC COMMENT

The following people spoke: Talauna Reed, Olivia Hart, Jon Pettit, and Larry Dzeiza.

## 8. REPORTS AND REFERRALS

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

Councilmember reported on meetings and events attended.

Mayor Selby shared with the Council a letter from Environment Washington to the Governor and Legislators in support of 100% removal of fossil fuels in Washington State and asked if the Council would have any concerns with signing on to the letter. Mayor Pro Tem Jones expressed concerns and will share updated language with the Mayor.

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

City Manager Steve Hall discussed the 12 days of free holiday parking program. Mr. Hall noted staff would reach out to Code Publishing to determine if they can provide a service to change City policies to ensure they use gender neutral language.

**9. ADJOURNMENT**

The meeting adjourned at 9:30 p.m.



## City Council

### Consideration of a Request for Leave in Lieu of an Annual Salary Adjustment

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.B  
**File Number:** 18-1213

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

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#### **Title**

Consideration of a Request for Leave in Lieu of an Annual Salary Adjustment

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the Request for Leave in Lieu of Annual Salary Adjustment

#### **Report**

##### **Issue:**

Whether to approve the request for administrative leave.

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

Steve Hall, City Manager 753.8370

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

None - Consent Calendar Item.

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

The City Manager is employed by the City through an employment contract. The Manager works directly for the Olympia City Council.

On December 11, 2018, the City Council completed its annual review of the City Managers performance for the year 2018. As part of the review, the City Manager may submit a request for a change in compensation including, but not limited to, an annual adjustment and a performance bonus.

For 2018, the City Manager requested four weeks (160 hours) of additional administrative leave, in lieu of an annual adjustment or a performance bonus. This is based upon the significant time commitment of hours worked by the City manager in 2018.

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

None

**Options:**

1. Approve the request for leave in lieu of an annual adjustment or a performance bonus.
2. Modify the request for leave.
3. Deny the request for leave.

**Financial Impact:**

By internal policy, this type of leave may not be cashed out, but may be used by the manager at his discretion.

**Attachments:**

Leave request from the City Manager

City Manager's  
2018 Performance Evaluation  
Compensation Request  
December 11, 2018

**Request:** In lieu of a Cost of Living adjustment and bonus, I am requesting additional leave time be added to my leave bank.

**Rationale:** My typical workweek is about 55 hours (not including special events) which is pretty demanding. Although the job certainly requires this much time, I value the time more than added compensation at this stage in my career.

Therefore, I am requesting four weeks of leave or 160 hours to be added to my leave bank as consideration for additional work performed through 2018.

Thank You,

Steve





## City Council

### Approval of a Resolution Granting Special Valuation for the Olympia Heritage Site at 2420 Capitol Way South

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.C  
**File Number:** 18-1138

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

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#### **Title**

Approval of a Resolution Granting Special Valuation for the Olympia Heritage Site at 2420 Capitol Way South

#### **Recommended Action**

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

The Heritage Commission recommends approval of the special valuation application for 2420 Capitol Way South

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

Move to approve the resolution granting special property tax valuation status for the historic property at 2420 Capitol Way South

#### **Report**

##### **Issue:**

Whether to approve the application for property tax revaluation based on historic property rehabilitation costs.

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

Leonard Bauer, Deputy Director, Community Planning & Development, 360.753.8206

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

None - Consent Calendar Item.

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

The City of Olympia participates in the Washington State Special Valuation program. The program provides owners of designated historic buildings with the opportunity to apply for a property tax revaluation following the completion of approved rehabilitation work. The purpose is to incentivize historic preservation by offsetting the costs to maintain and upgrade older buildings. To qualify for special valuation, the rehabilitation expenses must be equal to or greater than 25 percent of the value of the building (not the land value). Details on the Special Valuation program can be found at: <http://www.dahp.wa.gov/special-tax-valuation>.

As outlined in OMC 3.60 Special Property Tax Valuation (<https://www.codepublishing.com/WA/Olympia/>), the Olympia Heritage Commission (OHC) performs a full review of each application and its related expenses. The OHC then makes a recommendation to City Council for approval or denial.

The application must be reviewed or denied by the City Council before December 31, 2018. If approved, the City enters into a ten-year agreement with the property owner to ensure no additional modifications are made without written consent by the City.

The Thurston County Assessor completes the final processing of the special valuation. Beginning in the following year (2019) the property tax is reassessed and the total approved expenditures are subtracted from the new property tax value (based on the improvements) for ten years.

### 2420 Capitol Way South

On December 5, 2018, the Olympia Heritage Commission passed a unanimous motion to recommend approval of the application for Special Valuation at 2420 Capitol Way South. The Heritage Commission recommendation is based on the following:

- 1) The property is listed on the Olympia Heritage Register (approved October 24, 2018).
- 2) The rehabilitation work was completed within the requisite 24 months prior to application.
- 3) The rehabilitation work was reviewed by the Heritage Review Committee on March 20, 2017. Noting the high quality of craftsmanship and retention of historic character, the Committee moved that staff review qualified expenditures and process the application.
- 4) The assessed value of the structure prior to rehabilitation work was \$164,000.00. Qualified expenditures would have to meet or exceed a value of \$41,100.00 to meet the 25 percent threshold.
- 5) Staff conducted a review of all receipts and found the total of qualified expenditures is \$266,348.67 and exceeds the 25 percent of value threshold.

The City Attorney has approved the attached ten-year agreement as to form. The attached Certificate of Approval will be submitted to the Thurston County Assessor.

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

The public has an interest in preserving the places that are important to Olympia's history, culture, and sense of place.

### **Options:**

1. Approve the resolution granting special valuation for the historic property at 2420 Capitol Way South.
2. Do not approve the resolution with findings of inconsistency with program requirements.

### **Financial Impact:**

Approving the application will result in no direct financial impact to City budgets. Staff time for processing Special Valuation applications is included in the operating budget.

### **Attachments:**

Resolution  
Agreement  
Certificate of Approval

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, GRANTING SPECIAL PROPERTY TAX VALUATION STATUS TO THE HISTORIC PROPERTY LOCATED AT 2420 CAPITOL WAY SOUTH AND APPROVING A SPECIAL VALUATION AGREEMENT BETWEEN THE CITY OF OLYMPIA AND DOUGLAS MAYNE AND MARY GUPTILL FOR SUCH PURPOSE**

**WHEREAS**, the APPLICANT has requested special valuation of the property at 2420 Capitol Way South in Olympia, Washington ("Property"), pursuant to Chapter 84.26.030 RCW and Olympia Municipal Code ("OMC") 3.60.010; and

**WHEREAS**, pursuant to OMC 3.60.020(B), the Heritage Commission reviewed the application and made a unanimous recommendation for approval at its meeting on December 5, 2018; and

**WHEREAS**, the recommendation is required to be forwarded to the Olympia City Council, who acts as the Local Review Board pursuant to OMC 3.60.020(A), the Board that approves or denies applications for special property tax valuation; and

**WHEREAS**, the Olympia City Council, acting as the Local Review Board, has determined that the application meets all the required criteria for special property tax valuation;

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

1. The Olympia City Council, acting as the Local Review Board pursuant to OMC 3.60.020 (A), finds that the property located at 2420 Capitol Way South, Olympia, Washington, ("Property") meets the criteria for special valuation and hereby grants special tax valuation status for the Property and approves the form of Special Valuation Agreement ("Agreement") between the City of Olympia and Douglas Mayne and Mary Guptill, under the terms and conditions contained in the Agreement.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Special Valuation Agreement, or to correct any scrivener's errors.
3. The City Manager or his designee is hereby authorized to execute a certificate of approval and file a copy of the certificate with the County Assessor within ten days, as provided in RCW 84.26.060.

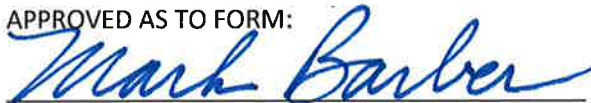
**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:



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

## SPECIAL VALUATION AGREEMENT

THIS SPECIAL VALUATION AGREEMENT, hereinafter referred to as “AGREEMENT”, is entered into by and between **Douglas Mayne and Mary Guptill**, (“APPLICANT”), and **the City of Olympia** (“City”).

WHEREAS, the APPLICANT is the owner of record of the historic property located at **2420 Capitol Way S, Olympia, Washington**, (“PROPERTY”); and

WHEREAS, the APPLICANT has requested special valuation of the PROPERTY pursuant to Chapter 84.26 RCW; and

WHEREAS, pursuant to OMC 3.60.020(B), the Heritage Commission previously reviewed the application and made a unanimous recommendation for approval at its meeting on December 5, 2018; and

WHEREAS, the recommendation is required to be forwarded to the Olympia City Council, who acts as the local review board pursuant to OMC 3.60.020(A), who decides whether or not to approve the application for special property tax valuation;

NOW, THEREFORE, in consideration for the mutual covenants contained herein, the APPLICANT and the Olympia City Council (“Local Review Board”) agree as follows:

1. The LOCAL REVIEW BOARD hereby determines that the property described on the attached **Exhibit A** qualifies for special property tax valuation under Chapter 84.26 RCW and 3.60 OMC because it meets the following criteria:
  - A. The Property has been substantially rehabilitated within the two-year period preceding the date of application; and
  - B. The rehabilitation work has not altered the property in any way which adversely affects those elements which qualify it as historically significant based on the U.S. Secretary of the Interior’s Standards for Rehabilitation set forth in **Exhibit B**; and
  - C. The approved costs of the rehabilitation are Two Hundred Sixty-Six Thousand, Three Hundred Forty-Eight and 67/100 Dollars (\$266,348.67) equaling or exceeding twenty-

five percent (25%) of the assessed valuation of the PROPERTY prior to the improvements and such building meets the criteria in OMC 3.60.010; and

- D. The PROPERTY is historic property which falls within a class of properties determined eligible for special valuation by local ordinance or administrative rule.
2. The APPLICANT agrees that in order to receive the special property tax valuation, APPLICANT must comply with the following:
- A. The PROPERTY must not be altered without the prior written consent of the local review board. No construction, alteration or remodeling or any other action shall be undertaken which would affect the historic character of the PROPERTY which classifies it as eligible for special valuation, or which would affect the appearance of the PROPERTY as depicted in the photographs attached hereto and incorporated herein by this reference as **Exhibit C** or which would adversely affect the structural soundness of the property; provided, however, that the reconstruction, repair, repainting or refinishing of presently existing parts or elements of the PROPERTY subject to this AGREEMENT, damage to which has resulted from casualty loss, deterioration or wear and tear, shall be permitted without the prior approval of the local review board, provided that such reconstruction, repair repainting, or refinishing is performed in a manner which will not alter the appearance of those elements of the PROPERTY subject to this AGREEMENT as they are as of this date. Exterior changes which shall require the consent of the local review board shall include, but not be limited to, any substantial structural change or any change in design, color or materials; and
  - B. There shall be no changes in standards of maintenance, public access, alteration, or report requirements, or any other provisions of this AGREEMENT during the period of the classification without the prior written approval of all parties to this AGREEMENT.
  - C. The PROPERTY must not be demolished without the prior written consent of the local review board; and
  - D. The APPLICANT shall make historic aspects of the Property accessible to the public one day each year if the PROPERTY is not visible from a public right-of-way; and
  - E. The APPLICANT shall monitor the PROPERTY for its continued qualification for special valuation and notify the Thurston County Assessor within thirty (30) days of PROPERTY disqualification because of:
    - i. a loss of historic integrity,
    - ii. sale or transfer to new ownership exempt from taxation, or
    - iii. sale or transfer to new ownership who refuses to agree to the terms of this AGREEMENT and fails to file a Notice of Compliance form with the Thurston County Assessor.

3. Terms of the Agreement. This AGREEMENT shall take effect immediately upon signature and remain in effect until the property is no longer eligible for special valuation either through disqualification under RCW 84.26.080 or upon expiration of the ten-year period of special valuation commencing **January 1, 2019** and ending **December 31, 2028**.
4. Hold Harmless. The APPLICANT or its successors or assigns shall hold the State of Washington and City of Olympia, its officers, officials, and employees harmless from any and all liability and claims which may be asserted against the State or City as a result of this AGREEMENT or the participation by the APPLICANT in the Special Valuation Program.
5. Governing Law. The terms of this AGREEMENT shall be construed in accordance with the laws of the State of Washington.

I certify that I am authorized to sign this Agreement, which is legally binding, on behalf of Douglas Mayne and Mary Guptill.

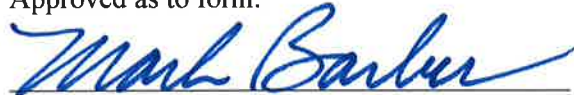
\_\_\_\_\_  
Signature of Owner/Applicant, Douglas Mayne

\_\_\_\_\_  
Signature of Owner/Applicant, Mary Guptill

CITY OF OLYMPIA

\_\_\_\_\_  
Steven R. Hall, City Manager

Approved as to form:



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

Attachments:

- Exhibit A: Property Description
- Exhibit B: U.S. Secretary of the Interior's Standards for Rehabilitation
- Exhibit C: Contemporary Photographs

## EXHIBIT A

### **Property Description**

Property description for 2420 Capitol Way S, Olympia, Washington, a "Contributing" property in the National Register of Historic Places South Capitol Neighborhood Historic District, taken from the historic district Registration form (signed September 5, 1991):

*Built in 1921 for John Dalquest Capital City Creamery, the front-gable, rectangular Craftsman/Bungalow style house with wide brackets eaves and exposed rafter ends. South side square bay. Projecting porch supported by tapered posts on brick piers. Narrow clapboard cladding. Three part windows with six-over-one and nine-over-one windows. One-story rear enclosed porch with multi-pane windows.*



## EXHIBIT B

### **U.S. Secretary of the Interior's Standards for Rehabilitation**

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

EXHIBIT C

**Contemporary Photographs**



*Front (west) elevation*



*Front (west) and side (south) elevations*

## Certification of Approval

Regarding Special Valuation on Improvements to Historic Property

OWNER:       **Douglas Mayne and Mary Guptill**

SUBJECT:      **2420 Capitol Way South, Olympia, Washington**

THE CITY OF OLYMPIA CERTIFIES that the application for the special valuation on improvements to historic property under Chapter 84.26 RCW, Chapter 3.60 of the Olympia Municipal Code, and Thurston Ordinance 8563 was approved by the Olympia City Council at a meeting on **December 11, 2018**. The approved rehabilitation costs are **\$266,348.67**.

The City Council found that the property qualified as eligible historic property on the following basis:

1.     The building is an eligible class of buildings per Olympia Municipal Code 03.60.010. The property was placed on the Olympia Heritage Register on **October 24, 2018**.
  
2.     The building is not altered in a manner that would adversely affect those elements that qualify it as historically significant. The features named as historically significant when the building was placed on the Register were preserved in this rehabilitation.
  
3.     The rehabilitation cost and time requirements were met.
  - The assessed value of the structure prior to rehabilitation was **\$164,400.00**.
  - Twenty-five percent of this is **\$41,100.00**.
  - The rehabilitation cost is **\$266,348.67**.
  - Costs were verified by receipts submitted by the owner.
  - The rehabilitation period is within the requisite 24 months prior to the application date of **September 27, 2018**.

A copy of the signed ten year agreement is enclosed.

DATED at Olympia, Washington, this \_\_\_\_\_.

By:                   Steven R. Hall, City Manager



## City Council

### Approval of a Resolution Confirming Special Valuation for 222 Capitol Way North

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.D  
**File Number:** 18-1207

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

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#### Title

Approval of a Resolution Confirming Special Valuation for 222 Capitol Way North

#### Recommended Action

##### Committee Recommendation:

The City Council previously approved the special valuation application for 222 Capitol Way North, as recommended by the Olympia Heritage Commission. An oversight during the process of the owner selling this property now requires confirmation by the City Council.

##### City Manager Recommendation:

Move to approve the resolution confirming special property tax valuation status for the historic property at 222 Capitol Way North.

#### Report

##### Issue:

Whether to confirm the previous approval of property tax valuation based on historic property rehabilitation costs.

##### Staff Contact:

Leonard Bauer, Deputy Director, Community Planning & Development, 360.753.8206

##### Presenter(s):

None - Consent Calendar Item.

#### Background and Analysis:

The City of Olympia participates in the Washington State Special Valuation program. The program provides owners of designated historic buildings with the opportunity to apply for a property tax revaluation following the completion of approved rehabilitation work. The purpose is to incentivize historic preservation by offsetting the costs to maintain and upgrade older buildings. To qualify for special valuation, the rehabilitation expenses must be equal to or greater than 25 percent of the value of the building (not the land value).

The Olympia Heritage Commission (OHC) performs a full review of each application and its related expenses. The OHC then makes a recommendation to City Council for approval or denial. If

approved, the City enters into a ten-year agreement with the property owner to ensure no additional modifications are made without written consent by the City. Beginning in the following year (2019) the property tax is reassessed and the total approved expenditures are subtracted from the new property tax value (based on the improvements) for ten years.

On October 23, 2018, the City Council approved the application for special tax valuations for 222 Capitol Way North (former Thorp Motors building, now known as 222 Market). The Thurston County Assessor's Office observed that, during a subsequent sale of the property, the sales documents did not include indication that the special tax valuation would be continued to the new property owner (Urban Olympia 8). The attached resolution would confirm the City's agreement with the new owner to continue the special tax valuation under the same terms as the agreement approved by the City Council October 23, 2018.

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

The public has an interest in preserving the places that are important to Olympia's history, culture, and sense of place.

**Options:**

1. Approve the resolution granting special valuation for the historic property at 222 Capitol Way North.
2. Do not approve the resolution with findings of inconsistency with program requirements.

**Financial Impact:**

Approving the resolution will result in no direct financial impact to City budgets. Staff time for processing Special Valuation applications is included in the operating budget.

**Attachments:**

Resolution  
Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, GRANTING SPECIAL PROPERTY TAX VALUATION STATUS TO THE HISTORIC PROPERTY LOCATED AT 222 CAPITOL WAY NORTH AND APPROVING A SPECIAL VALUATION AGREEMENT BETWEEN THE CITY OF OLYMPIA AND URBAN OLYMPIA, 8, LLC FOR SUCH PURPOSE**

**WHEREAS**, the APPLICANT has requested special valuation of the property at 222 Capitol Way North in Olympia, Washington ("Property"), pursuant to Chapter 84.26.030 RCW and Olympia Municipal Code ("OMC") 3.60.010; and

**WHEREAS**, pursuant to OMC 3.60.020(B), the Heritage Commission reviewed the application and made a unanimous recommendation for approval at its meeting on August 22, 2018; and

**WHEREAS**, the recommendation is required to be forwarded to the Olympia City Council, who acts as the Local Review Board pursuant to OMC 3.60.020(A), the Board that approves or denies applications for special property tax valuation;

**WHEREAS**, the Olympia City Council, acting as the Local Review Board, has determined that the application meets all the required criteria for special property tax valuation;

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

1. The Olympia City Council, acting as the Local Review Board pursuant to OMC 3.60.020 (A), finds that the property located at 222 Capitol Way North, Olympia, Washington, ("Property") meets the criteria for special valuation and hereby grants special tax valuation status for the Property and approves the form of Special Valuation Agreement ("Agreement") between the City of Olympia and Urban Olympia 8, LLC, under the terms and conditions contained in the Agreement.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Special Valuation Agreement, or to correct any scrivener's errors.
3. The City Manager or his designee is hereby authorized to execute a certificate of approval and file a copy of the certificate with the County Assessor within ten days, as provided in RCW 84.26.060.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## SPECIAL VALUATION AGREEMENT

THIS SPECIAL VALUATION AGREEMENT, hereinafter referred to as “AGREEMENT”, is entered into by and between **Urban Olympia 8, LLC**, (“APPLICANT”), and the **City of Olympia**, (“CITY”).

WHEREAS, the APPLICANT is the owner of record of the historic property located at **222 Capitol Way North, Olympia, Washington**, (“PROPERTY”); and

WHEREAS, the APPLICANT has requested special valuation of the PROPERTY pursuant to Chapter 84.26.030 RCW and Olympia Municipal Code (“OMC”) 3.60.010; and

WHEREAS, pursuant to OMC 3.60.020(B), the Heritage Commission has reviewed the application and made a unanimous recommendation for approval at its meeting on August 22, 2018; and

WHEREAS, the recommendation is required to be forwarded to the Olympia City Council, who acts as the local review board pursuant to OMC 3.60.020(A), who decides whether or not to approve the application for special property tax valuation;

NOW, THEREFORE, in consideration for the mutual covenants contained herein, the APPLICANT and the Olympia City Council (“Local Review Board”) agree as follows:

1. The Local Review Board hereby determines that the property described on the attached **Exhibit A** qualifies for special property tax valuation under Chapter 84.26 RCW and 3.60 OMC because it meets the following criteria:
  - A. The PROPERTY has been substantially rehabilitated within the two-year period preceding the date of application; and
  - B. The rehabilitation work has not altered the property in any way which adversely affects those elements which qualify it as historically significant based on the U.S. Secretary of the Interior’s Standards for Rehabilitation set forth in **Exhibit B**; and
  - C. The approved costs of the rehabilitation are One Million, Two Hundred Sixty-One Thousand, Eight Hundred Thirty-Three and 25/100 Dollars (**\$1,261,833.25**) equaling or exceeding twenty-



five percent (25%) of the assessed valuation of the PROPERTY prior to the improvements and such building meets the criteria in OMC 3.60.010; and

- D. The PROPERTY is an historic property which falls within a class of properties determined eligible for special valuation by local ordinance or administrative rule.
2. The APPLICANT agrees that in order to receive the special property tax valuation, APPLICANT MUST comply with the following:
- A. The PROPERTY must not be altered without the prior written consent of the local review board. No construction, alteration or remodeling or any other action shall be undertaken which would affect the historic character of the PROPERTY which classifies it as eligible for special valuation, or which would affect the appearance of the PROPERTY as depicted in the photographs attached hereto and incorporated herein by this reference as **Exhibit C** or which would adversely affect the structural soundness of the property; provided, however, that the reconstruction, repair, repainting or refinishing of presently existing parts or elements of the PROPERTY subject to this AGREEMENT, damage to which has resulted from casualty loss, deterioration or wear and tear, shall be permitted without the prior approval of the local review board, provided that such reconstruction, repair, repainting, or refinishing is performed in a manner which will not alter the appearance of those elements of the PROPERTY subject to this AGREEMENT as they are as of this date. Exterior changes which shall require the consent of the local review board shall include, but not be limited to, any substantial structural change or any change in design, color or materials; and
- B. There shall be no changes in standards of maintenance, public access, alteration, or report requirements, or any other provisions of this AGREEMENT during the period of the classification without the prior written approval of all parties to this AGREEMENT.
- C. The PROPERTY must not be demolished without the prior written consent of the local review board; and
- D. The APPLICANT shall make historic aspects of the PROPERTY accessible to the public one day each year if the PROPERTY is not visible from a public right-of-way; and
- E. The APPLICANT shall monitor the PROPERTY for its continued qualification for special valuation and notify the Thurston County Assessor within thirty (30) days of PROPERTY disqualification because of:
- i. a loss of historic integrity,
  - ii. sale or transfer to new ownership exempt from taxation, or
  - iii. sale or transfer to new ownership who refuses to agree to the terms of this AGREEMENT and fails to file a Notice of Compliance form with the Thurston County Assessor; or
3. Terms of the Agreement. This AGREEMENT shall take effect immediately upon signature and remain in effect until the property is no longer eligible for special valuation either through disqualification under

RCW 84.26.080 or upon expiration of the ten-year period of special valuation commencing **January 1, 2019** and ending **December 31, 2028**.

4. Hold Harmless. The APPLICANT and its successors or assigns shall hold the State and City of Olympia, its officers, officials, and employees harmless from any and all liability and claims which may be asserted against the State or City as a result of this AGREEMENT or the participation by the APPLICANT in the Special Valuation Program.
  
5. Governing Law. The terms of this AGREEMENT shall be construed in accordance with the laws of the State of Washington.

I certify that I am duly authorized to sign this Agreement, which is legally binding, on behalf of **Urban Olympia 8, LLC**.

**Urban Olympia 8, LLC:**

\_\_\_\_\_  
Signature(s) of Owner(s)/Applicant(s)

\_\_\_\_\_  
Print Name of Signatory

CITY OF OLYMPIA:

\_\_\_\_\_  
Steven R. Hall, City Manager

Approved as to Form:

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

Attachments:

- Exhibit A: Property Description
- Exhibit B: U.S. Secretary of the Interior's Standards for Rehabilitation
- Exhibit C: Contemporary Photographs (4 pages)  
Historical Photograph (1 page)

## EXHIBIT A

### **Property Description**

Property description for 222 Capitol Way North Olympia, Washington, individually listed on the Olympia Heritage Register:

*The site on which Historical Downtown Square was built was the site where Governor Isaac I. Stevens convened the first Territorial Legislature of Washington on February 28th, 1854.*

*On December 11, 1852, this site was also the original meeting place of Olympia Lodge No. 1 F.&A.M.*

*As well, the Pacific House, which was directly to the south of the site, was established by Rebecca Howard, the first African American to open a business in Washington. Currently, a mural to memorialize Ms. Howard and the Pacific House, as it might have appeared in 1874, is painted on the south wall of our building.*

*Immediately after World War 2, the current building was constructed as the Packard Automobile Dealership. In the early sixties it became a Volkswagen Dealership and then in the late Sixties it became a Dodge Dealership. In the 1980s the car dealerships moved out of downtown to the Auto Mall.*

*The building was remodeled into offices, and was the offices of a number of financial enterprises until 2015, when the last financial company left.*

*In 2005, Andre LeRest started a French Bakery and Cafe, the Bread Peddler, which gradually expanded to include the south one-third of the building.*

*Starting in 2015, and completed in November of 2016, the interior of the building was converted into 222 Market, an Artisan Food Hall.*

*Although the interior of the building has been repurposed on several occasions, the original exterior has remained largely intact.*

## EXHIBIT B

### **U.S. Secretary of the Interior's Standards for Rehabilitation**

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

EXHIBIT C

(5 pages)

**Historical Downtown Square (222 Capitol Way N)  
Register Application Photos**

**Olympia Avenue (North) Elevation:**



**Capitol Way (West) Elevation:**





## City Council

### Approval of a Resolution Approving a Facility Use Agreement with the Washington State Patrol (WSP) Academy

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.E  
**File Number:** 18-1184

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

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#### **Title**

Approval of a Resolution Approving a Facility Use Agreement with the Washington State Patrol (WSP) Academy

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the resolution approving the WSP Academy Use Facility Agreement.

#### **Report**

##### **Issue:**

Whether to approve a resolution approving the WSP Academy Use Facility Agreement.

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

Chandra Brady, Support Administrator, Olympia Police Department, 360.753.8214

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

None - Consent Calendar Item.

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

We have contracted with Washington State Patrol (WSP) for the use of their training facility (academy) in Shelton for several years; that contract has now expired and needs to be renewed. The WSP academy is used to train our officers in the safe operations of patrol vehicles during emergency responses. Their facility has four different driving courses encompassing high speed, backing, slow speed maneuvers and inclement conditions (wet roadways).

The city does not own property that meets the specifications needed to properly train our officers. There are other private entities that own driving courses, which would also necessitate a contract. Those courses include:

- Evergreen Speedway, Monroe, Washington

- The Ridge Motorsports Park, Shelton, Washington
- South Sound Speedway, Rochester, Washington

The disadvantages of these courses include that they are not “striped” as a city roadway (they are simply race tracks) and they don’t include the option of artificially wetting the roadways. The WSP facility is the only feasible, affordable, accessible option and is a great opportunity to take advantage of regional partnerships.

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

N/A

**Options:**

Approve the resolution approving the WSP Academy Use Facility Agreement. Move forward as currently operating and provide good training.

Do not approve the resolution. This would result in a need to secure different facilities for training.

**Financial Impact:**

N/A

**Attachments:**

Resolution

WSP Academy Use Facility Agreement



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
APPROVING AN AGREEMENT BETWEEN THE CITY OF OLYMPIA AND WASHINGTON  
STATE PATROL FOR ACADEMY FACILITY USE.**

**WHEREAS**, the Olympia Police Department prioritizes the safety of citizens and officers; and

**WHEREAS**, officers receive training in safe operations of patrol vehicles; and

**WHEREAS**, the Washington State Patrol has existing training facilities that meet the Department's need to facilitate training; and

**WHEREAS**, the contractual and working relationship between the Olympia Police Department and the Washington State Patrol is positive and benefits both parties.

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

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

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

<b>WASHINGTON STATE PATROL WSP Academy Facility Use Agreement</b>		WSP Agreement No. <b>K14537</b>
		Other Agreement No.
This Agreement is between the State of Washington, Washington State Patrol and the Organization identified below.		
<b>ORGANIZATION NAME</b>		
<b>Olympia Police Department</b>		
Organization Location Address 601 4 <sup>th</sup> Avenue E, Olympia WA 98501	Organization Billing Address (if different from location address)	
Organization Contact Name Sergeant Dan Duncan	Organization Contracts Dept. Contact Ms. Chandra Brady	
Organization Contact Email <a href="mailto:dduncan@ci.olympia.wa.us">dduncan@ci.olympia.wa.us</a>	Organization Contracts E-mail <a href="mailto:cbrady@ci.olympia.wa.us">cbrady@ci.olympia.wa.us</a>	
Organization Contact Phone 360-753-8419	Organization Contracts Phone 360-753-8214	
<b>WSP Contact Information</b>		
WSP Project Manager Name and Title Sergeant Kent Hitchings WSP Training Division	WSP Project Manager Address WSP Training Academy 631 W Dayton-Airport Road Shelton WA 98584-8945	
Telephone (360) 432-7503	E-mail Address <a href="mailto:Kent.Hitchings@wsp.wa.gov">Kent.Hitchings@wsp.wa.gov</a>	
WSP Administrative Contact Name and Title Ms. Karen Chaussee Contracts Assistant	WSP Administrative Contact Address PO Box 42602 Olympia WA 98504-2602	
Telephone (360) 596-4073	E-mail Address <a href="mailto:Karen.Chaussee@wsp.wa.gov">Karen.Chaussee@wsp.wa.gov</a>	
<b>Agreement Start Date</b> <b>February 1, 2019</b>	<b>Agreement End Date</b> <b>January 31, 2024</b>	
ATTACHMENTS. The following Exhibits are attached to and incorporated into this Agreement by reference: <input checked="" type="checkbox"/> General Terms and Conditions <input checked="" type="checkbox"/> Exhibit A, Facility Use Regulations <input checked="" type="checkbox"/> Exhibit B, Insurance Requirements for EVOC Use		
This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.		
<b>FOR THE WASHINGTON STATE PATROL:</b>		<b>FOR THE ORGANIZATION:</b>
WSP Signature _____	Date _____	Organization Signature _____
FOR: John R. Batiste, Chief		Printed Name and Title _____

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 7/3/03

## **WSP Academy Facility Use Agreement General Terms and Conditions**

1. **Statement of Work.** Based on availability, WSP shall provide the use of its WSP Academy facilities and other services to the Organization as requested. These facilities and services include:

- Overnight lodging for students
- Meals for students attending training at the WSP Academy
- Classroom use, including a personal computer lab
- Multipurpose Building/Gym
- Training Tank/Pool
- Firing Range
- Hazardous Materials Training Pit
- Emergency Operator Vehicle Course (EVOC), which can include training vehicles and PIT vehicles
- Instructors for various subjects, including EVOC and the Firing Range

The Organization acknowledges that WSP shall not tolerate unruly behavior, including but not limited to, horseplay or roughhousing. The Organization and its members shall make every effort to ensure their own safety and the safety of others. If WSP determines that this section has been violated by the Organization, WSP may stop all Organization training taking place under this Agreement, order the Organization off of WSP premises, and restrict the Organization from the use of WSP facilities in the future.

This Agreement shall supersede all previous versions of WSP Academy Facility Use services, including WSP Contract number K13046.

2. **Registration for Use of Facilities.** The Organization must make all requests no less than three (3) business days in advance of facility use. The Organization shall make requests to use specific facilities available at the WSP Academy to the WSP Project Manager identified on Page 1 of this Agreement. The Organization shall make this request in writing, and must provide the following information to WSP:

- This Facility Use Agreement Number
- The facility being requested
- The dates/times the facility will be needed
- An Organization point of contact for this use

If available, WSP shall notify the Organization in writing in order to confirm the Organization's use of the requested facility. WSP reserves the right to cancel any registration should WSP mission needs require any facilities use, however WSP shall notify the Organization of any such cancellations as soon as possible.

3. **Facility Regulations.** The Organization shall follow WSP Facility Use Regulations while using WSP facilities under this Agreement. The *WSP Facility Use Regulations* are attached as Exhibit A to this Agreement.

4. **Insurance Requirements for EVOC Use.** If the Organization will use the EVOC at any time during the period of performance of this Agreement, the Organization shall comply with the insurance requirements contained in Exhibit B, *Insurance Requirements for EVOC Use*.

5. **Fees.** The Organization shall reimburse WSP for services rendered under the terms of this Agreement according to rates and fees established in the WSP Training Division User Fee Study in effect at the time of the service. Organizations can obtain this study from the WSP Project Manager identified on Page 1 of this Agreement.

6. **Payment for Services.** WSP shall bill the Organization no more than once per month in accordance with this Agreement. WSP shall send billings to the Organization billing address identified on Page 1 of this Agreement. The Organization shall reimburse WSP within 30 days of receipt of billing from WSP.

7. **Definitions.**

"Agreement" means this Facility Use Agreement, including all documents attached or incorporated by reference, and any amendments executed in accordance with this Agreement.

"Organization" means the entity purchasing services under this Facility Use Agreement from WSP, and includes the Organization's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For the purposes of this agreement, the Organization shall not be considered an employee or agent of WSP.

## General Terms and Conditions (Continued)

"WSP" means the State of Washington, Washington State Patrol, federal employer identification number 91-6001127, and its officers, directors, trustees, employees and/or agents. For the purposes of this agreement WSP shall not be considered an employee or agent of the Organization.

8. **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 written consent of the other party.
9. **Agreement Alterations and Amendments.** WSP and the Organization may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind WSP and the Organization.
10. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
11. **Disputes.** In the event a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: The Chief of WSP shall appoint a member to the Dispute Board. The Organization shall appoint a member to the Dispute Board. The Chief of WSP and the Organization shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding to all parties to this Agreement.
12. **Governing Law.** This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.
13. **Indemnification.** The Organization shall be responsible for and shall indemnify and hold WSP harmless for all claims resulting from the acts or omissions of the Organization.
14. **Maintenance of Records.** During the term of this Agreement and for six years following termination or expiration of this Agreement, both parties shall maintain records sufficient to document performance of all acts required by statute, regulation, rule, or this Agreement; substantiate the parties' statement of its organization's structure, tax status, capabilities and performance; and demonstrate accounting procedures, practices and records which sufficiently and properly document WSP's invoices to the Organization and all expenditures made by WSP to perform as required by this Agreement.
15. **Order of Precedence.** In the event of any 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 to: applicable federal and state law, regulations and rules; any other provision of this Agreement; and any document incorporated by reference.
16. **Personnel.** WSP employees performing work under the terms of this Agreement shall be under the direct command and control of the Chief of WSP or designee, and shall perform duties required under this Agreement in a manner consistent with WSP policy and regulations, and applicable federal, state and local laws. The assignment of WSP personnel under this Agreement shall be at the discretion of the Chief of WSP or designee.
17. **Responsibility for Property Damage.** The Organization shall be responsible for the actual costs for the repairs of any damage resulting from the Organization's use of any WSP facility under this Agreement.
18. **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.
19. **Termination.** Except as otherwise provided in this Agreement, either party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.
20. **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 writing and signed by an authorized representative of the party and attached to the original Agreement.

**WSP FACILITY USE REGULATIONS****1. General Rules for All Facilities**

- a. Safety is the first concern while using WSP facilities.
- b. Report all injuries to the WSP Administrative Building immediately.
- c. The Organization must check in at the WSP Administrative Building prior to beginning training.
- d. The Organization must ensure that all trash has been placed in appropriate trash containers, and that the facility configuration is returned to its original condition at the end of each day of use.
- e. Alcoholic beverages and non-prescription drugs are not allowed at the WSP Academy. Individuals with any noticeable indication of alcohol on their breath will be dismissed from the premises.
- f. The WSP Academy Commander or designee has the final say on determining if the Organization is complying with these Facility Use Regulations, and may suspend the Organization's use of WSP Academy facilities if he/she determines that the Organization is not in compliance.

**2. Classrooms**

- a. No smoking, food or beverages are allowed in the classrooms.
- b. Place chairs on top of desks after the last class of the day.
- c. Ensure that all materials and trash are cleaned up at the end of the day.
- d. Do not open classroom windows.

**3. Multipurpose Building (Gym)**

- a. No smoking, food or beverages are allowed in the Multipurpose Building, including locker rooms and restrooms.
- b. High-top tennis or court shoes are required for all users during sporting events or activities such as basketball or volleyball.
- c. Appropriate attire shall be worn at all times.
- d. No impact weapons will be used on punching bags or Body Opponent Bags (BOB).
- e. Bag gloves will be worn to protect hands while hitting punching bags.
- f. No competitive sparring or wrestling is allowed.
- g. Do not engage in weightlifting without a spotter.
- h. Clean and replace all equipment after use.

**4. Training Tank**

- a. All individuals using the Training Tank must familiarize themselves with the type and location of rescue devices prior to training.
- b. The Organization must have a minimum of two people in the Training Tank area in order to use the Training Tank. The second person does not have to be in the water, but must be able to observe the swimmer.
- c. There is absolutely no running in the Training Tank area.
- d. All swimmers must shower before entering the Training Tank. No swimmer may enter the Training Tank with open sores or wounds, bandages, jewelry, bobby pins or other small items. All swimming attire shall be conservative in appearance.
- e. When training is taking place in the Training Tank, the Organization is required to have two instructors in the Training Tank area for any training taking place in the Training Tank. However, if underwater training is taking place the Organization will have a minimum of three instructors in the Training Tank area (one remaining out of the water, and with two of the three being certified divers). Instructors must explain all safety procedures prior to training taking place. No one will be forced to perform any exercise in which they are not comfortable.
- f. The Organization shall ensure the Training Tank area is locked and secured after use.

**5. Firing Range**

- a. Safety is everyone's responsibility on the firing range. If anyone sees an unsafe situation occur on the firing range they must immediately call a cease fire and notify the firearms instructor.
- b. All firing range training must be supervised by a qualified firearms instructor.

## **WSP FACILITY USE REGULATIONS (continued)**

- c. All personnel present must use eye and hearing protection, as well as protective body armor.
- d. Steel targets will not be engaged closer than 15 yards.
- e. Discipline must be maintained at all times to prevent mishaps or injuries. All personnel present must obey all range commands immediately.
- f. No one shall give a firearm or take a firearm from anyone unless the firearm's cylinder or action is open, unloaded, and with the safety engaged. Likewise, no firearm shall be benched without ensuring the firearm is unloaded, the action opened and the safety engaged.
- g. Shooters shall use the clearing barrels to load, unload or clear rounds from firearms.
- h. No one shall go forward of the firing line unless directed to do so by the firearms instructor.
- i. Handguns will remain holstered at all times except for the firing line. Shotguns and rifles shall be carried with the action or bolt open, the safety engaged and with the muzzle higher than the tallest person in the area. Using a sling to carry a shotgun or rifle over the shoulder is acceptable.
- j. Dry firing is allowed only on the firing line and only at the direction of the firearms instructor.
- k. Firearms may be cleaned in designated areas only.
- l. No food, beverages or smoking is allowed in the firing range area.
- m. Horseplay or unruly behavior will not be tolerated.

### **6. Hazardous Materials Pit**

- a. The gate to the Hazardous Materials Pit must be locked when not in use.
- b. There is no smoking within 500 feet of the outer fence.
- c. The Hazardous Material Pit may not be used at the same time as the Firing Range.

### **7. Emergency Vehicle Operator Course (EVOC)**

- a. The Organization shall follow all directions of the WSP Trooper present during use of the EVOC. WSP may suspend training should the Organization fail to follow these regulations, operate vehicles in an unsafe manner or if weather conditions dictate a suspension of training for safety purposes.
- b. One qualified instructor must be present during use of the EVOC.
- c. Instructors must explain Emergency Stop Procedures prior to training.
- d. High beam headlights will be on, seat belts will be fastened and helmets will be worn by students and instructors at all times while in student training vehicles.
- e. All vehicles will travel in the same direction during training.
- f. Cone setters shall remain off the paved portion of the course when not resetting cones. Students must understand that student drivers are learning and may experience complete loss of control at any time while driving on the EVOC.
- g. Visitors are not allowed on the EVOC without the permission of the WSP Academy Commander.
- h. There is a 50 mph speed limit on the brake-and-steer exercise approaching the skid pan, and a 15 mph speed limit on general skid pan exercises.
- i. Driving on the skid pan while the surface is dry is prohibited. Do not drive on gravel prior to driving on the skid pan. Do not drive on the fire hoses that feed water to the skid pan.
- j. Pursuit Immobilization Technique (PIT) training shall only be performed on the four-lane area of the EVOC. PIT training is not authorized for any other area of the EVOC.
- k. The Organization shall ensure that all debris left on the track is cleaned up, such as dirt debris and coffee cups.
- l. Live fire exercises are expressly prohibited on the EVOC. Blank ammunition and/or simulators may be used provided the use is authorized in writing by the WSP Academy Commander. If authorized, the Organization shall follow WSP directions in the use of these materials.

## INSURANCE REQUIREMENTS FOR EVOC USE

1. **General.** In order to use the EVOC, the Organization shall, at all times during the term of this Agreement at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of this Agreement at WSP's option. All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

Before gaining access to the EVOC, the Organization shall furnish the WSP Administrative Contact named on Page 1 of this Agreement with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by WSP. If the Organization is self-insured, evidence of its status as a self-insured entity shall be provided to WSP. If requested by WSP, the Organization must describe its financial condition and the self-insured funding mechanism.

2. **Level of Insurance.**

- a. General Liability: The Organization shall maintain general liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
- b. Business Auto Liability: The Organization shall maintain business auto liability with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. The Organization waives all rights against WSP for the recovery of damages to the extent they are covered by business auto liability insurance.

3. **Cancellation of Insurance.** The Organization's insurer shall give WSP forty-five (45) calendar days advance notice of cancellation or non-renewal of any insurance referred to herein. If cancellation is due to non-payment of premium, WSP shall be given ten (10) days advance notice of cancellation.



## City Council

# Approval of a Resolution Authorizing an Intergovernmental Emergency Medical Services (EMS) Contract for Basic Life Support (BLS) Funding

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.F  
**File Number:** 18-1208

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

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### Title

Approval of a Resolution Authorizing an Intergovernmental Emergency Medical Services (EMS) Contract for Basic Life Support (BLS) Funding

### Recommended Action

#### Committee Recommendation:

Not referred to a committee.

#### City Manager Recommendation:

Move to approve the resolution approving the Intergovernmental Emergency Medical Services (EMS) Contract for Basic Life Support (BLS) Funding and authorize the City Manager to sign the agreement.

### Report

#### Issue:

Whether to approve a contract with Thurston County Medic One for Basic Life Support (BLS) Funding.

#### Staff Contact:

Greg Wright, Fire Chief, 360.753.8466

#### Presenter(s):

None - Consent Calendar Item.

#### Background and Analysis:

Thurston County Medic One has historically been providing Basic Life Support (BLS) medical supplies via a revolving account at their office for years. The Olympia Fire Department goes and picks up needed supplies, and Medic One debits an account they hold on our behalf. The City does not pay for these supplies.

The City also receives an annual BLS support payment to the General Fund that shows as Fire Department revenue.



Medic One funds both of these items from the Medic One property tax levy. Medic One provides computers and software for the recording of our patient care notes to the City at no charge. The data goes into a hosted database managed by Medic One; the City has complete access to our portion of the countywide data. Using this database to record patient care is mandatory.

Medic One has been told by their auditors that they should have a contract that describes the payouts. This contract is new. It describes the payouts that have been in place for many years. Medic One will sign a version with each BLS provider in Thurston County.

The contract was approved by the Board of County Commissioners last week, giving the Medic One Director authority to sign the document. Once the City and Director have signed the document, BLS funding for 2019 will proceed, uninterrupted, as it has done in the past.

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

N/A

**Options:**

1. Approve the resolution directing the City Manager to sign the Intergovernmental EMS Contract for Basic Life Support (BLS) Funding.
2. Do not approve the resolution. Not approving the agreement will have immediate effect on the Fire Department's ability to procure supplies needed to effect patient care and 2019 revenue projections.

**Financial Impact:**

This contract memorializes the agreement that has never had a contract in the past. There are no new funds associated with this contract, just a continuation of a long time arrangement.

**Attachments:**

Resolution

Intergovernmental EMS Contract - Basic Life Support (BLS) Funding

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INTERGOVERNMENTAL EMERGENCY MEDICAL SERVICES CONTRACT BETWEEN THE CITY OF OLYMPIA AND THE COUNTY OF THURSTON FOR BASIC LIFE SUPPORT FUNDING.**

**WHEREAS**, Chapter 39.34 RCW authorizes local governments to enter into agreements for joint and cooperative undertakings; and

**WHEREAS**, regulations over the provision of Emergency Medical Services (EMS) include Chapters 18.71, 18.73, 70.168 RCW and Chapter 246-976 WAC; and

**WHEREAS**, RCW 70.168.120 authorizes Thurston County (County) to establish local emergency medical services care councils; and

**WHEREAS**, Thurston County Medic One is supported by a county-wide levy in order to provide county-wide emergency medical services as provided by law; and

**WHEREAS**, certain local agencies have the Basic Life Support (BLS) resources, as defined in state statute, available to provide such services at the requisite level of quality and training; and

**WHEREAS**, sufficient County resources are not available to provide such services; and

**WHEREAS**, the County desires to have the City of Olympia (City) perform BLS services, which require specialized skills and other supportive capabilities; and

**WHEREAS**, the City is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the BLS services set forth in the proposed Intergovernmental EMS Contract;

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

1. The Olympia City Council hereby approves the form of Intergovernmental EMS Contract between the City of Olympia and Thurston County for Basic Life Support Funding and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Intergovernmental EMS Contract for Basic Life Support Funding, and any other documents necessary to execute said Contract, and to make any minor modifications as may be required and are consistent with the intent of the Contract, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:



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

**INTERGOVERNMENTAL EMS CONTRACT**  
Basic Life Support (BLS) Funding

**THIS CONTRACT** is made and entered into in duplicate by and between the **COUNTY OF THURSTON**, a municipal corporation (hereinafter referred to as the 'COUNTY') and the City of Olympia (Fire Department) a municipal corporation (hereinafter referred to as the 'AGENCY') and shall be effective as of the date of the last authorizing signature affixed hereto.

**WHEREAS**, Chapter 39.34 RCW authorizes local governments to enter into agreements for joint and cooperative undertakings; and

**WHEREAS**, regulations over the provision of emergency medical services include Chapters 18.71, 18.73, 70.168 RCW and Chapter 246-976 WAC; and

**WHEREAS**, RCW 70.168.120 authorizes the County to establish local emergency medical services care councils; and

**WHEREAS**, Thurston County Medic One is supported by a county wide levy in order to provide county wide emergency medical services as provided by law; and

**WHEREAS**, certain local agencies have the Basic Life Support (BLS) resources, as defined in State Statute available to provide such services at the requisite level of quality and training; and

**WHEREAS**, the COUNTY desires to have the AGENCY perform BLS services as hereinafter set forth; requiring specialized skills and other supportive capabilities; and

**WHEREAS**, sufficient COUNTY resources are not available to provide such services; and

**WHEREAS**, the AGENCY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the BLS services set forth in this Contract;

**THEREFORE**, in consideration of the terms, conditions, covenants, and performance, contained herein, the parties hereto mutually agree as follows:

**I. SERVICES**

- A. The AGENCY shall perform such services and accomplish such tasks, as are identified and designated as AGENCY responsibilities throughout this Contract (Exhibit 'A').
- B. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide the AGENCY with financial support and medical supplies, based on prior year call volume for said agency.

COUNTY BLS Supply Funds shall be used to provide emergency medical care or emergency medical services, including training for such personnel and related equipment, supplies, vehicles, structures needed to provide this care or service, and/or encourage preventative health measures. Expenses shall be consistent with the level of the public agency's State Department of Health Certification. These funds may be expended directly by COUNTY on behalf of the providing agency, or by the providing agency with reimbursement requested from COUNTY. The expended amount shall not exceed the amount allocated for each providing agency (Exhibit 'B').

COUNTY Financial Support is provided directly to each jurisdiction to cover a portion of the costs for the provision of their BLS service delivery. The amount shall not exceed the amount allocated for each providing agency (Exhibit 'B').

- C. The COUNTY shall provide funding for the provision of certain occupational health vaccination and testing services, to include Hepatitis B vaccination series, Titer tests, Tuberculosis tests, Tetanus/Diphtheria/pertussis (Td or Tdap) and influenza vaccines for all Thurston County EMS/Fire agency EMS providers in addition to the Supply and Direct Support amounts.
- D. COUNTY shall provide and manage modems, for the ePCR system, as well as ePCR hardware/software, and associated support. AGENCY is responsible for providing a point of contact to COUNTY's Medic One Business Application Administrator. AGENCY is responsible for providing unlimited cellular data for each modem it uses.
- E. AGENCY shall provide COUNTY with access to COUNTY provided hardware.
- F. AGENCY shall not abuse or misuse COUNTY equipment.

## **II. EFFECTIVE DATE; DURATION**

The term of this Contract and the performance of the AGENCY shall commence on January 1, 2019 and will terminate on December 31, 2019. This agreement replaces all prior interlocal agreements regarding the subject matter contained in this agreement. This Contract may be extended or terminated every year up to 5 years from the original contract effective date, upon mutual agreement between the parties hereto and pursuant to the terms and conditions herein.

## **III. THE EMERGENCY MEDICAL SERVICES COUNCIL**

- A. The EMS Council is formally established by Thurston County Board of Commissioners Resolution No. 6131, and the EMS Council is recognized by the Washington State Department of Health.
- B. The EMS Council shall advise the COUNTY with regard to the formulation and implementation of an Emergency Medical Services System consistent with State and Federal guidelines, including budget allocations. The EMS Council is not a party to this Contract, and nothing herein shall serve to create third party rights in favour of the EMS Council, or any other person, or entity not specifically identified as a party to this Contract.

## **IV. COMPENSATION AND METHOD OF PAYMENT**

- A. No payment by the COUNTY shall be made for any service rendered by AGENCY except for services identified and set forth in this Contract.
- B. Purchase requests over \$39,999.00 requires prior approval from Thurston County Board of County Commissioners ("BoCC"). Purchase requests over \$39,999.00 must be received at least 30 calendar days prior to ordering the item or service.
- C. Goods and services should be ordered by November 1<sup>st</sup> of each year and must be received by December 31<sup>st</sup>.

- D. Invoices and reimbursement requests need to be submitted within 30 days from the date item is received.
- E. Invoices and requests for reimbursement for goods and services delivered in December must be received in the COUNTY's Medic One office no later than January 15<sup>th</sup> of the following year,

**V. ESTABLISHMENT AND MAINTENANCE OF RECORDS**

- A. The AGENCY agrees to maintain books, records and documents and accounting procedures and practices which accurately reflect all direct and indirect costs related to the performance of this Contract. Such fiscal books, records, documents, reports and other data shall be maintained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," referred to as "BARS," as issued by the Office of the State Auditor, State of Washington.

The AGENCY further agrees that the COUNTY and/or State/Federal officials shall have the right to monitor and audit at their own expense the fiscal components of the AGENCY to ensure that actual expenditures remain consistent with the terms of this Contract.

- B. The AGENCY shall retain all books, records, documents and other material relevant to this Contract for the amount of time required by the State of Washington. The AGENCY agrees that the COUNTY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.
- C. The AGENCY'S fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Contract upon request.
- D. The patient care records of the Agency as submitted per Exhibit 'A' shall be accessible by the AGENCY for planning, quality control and all applicable public records requests.
- E. The County and Agency must enter into a Business Associate Agreement on the ownership of records in the ePCR system, a/k/a patient care records, in accordance with HIPAA and the public records statute.

**VII. ASSIGNMENT/SUBCONTRACTING**

- A. The AGENCY shall not assign any portion of this Contract without the written consent of the COUNTY, and it is further agreed that said consent must be sought in writing by the AGENCY not less than fifteen (15) days prior to the date of any proposed assignment.
- B. Any work or services assigned hereunder shall be subject to each provision of this Contract and proper bidding procedures where applicable as set forth by local, State and/or Federal statutes, ordinances and guidelines.

**VIII. FUTURE SUPPORT**

The COUNTY makes no commitment to future support and assumes no obligation for future support of the activity contracted for herein, except as may be expressly set forth in this Contract. All compensation methods and formulas shall be reviewed for appropriateness each contract period.

**IX. COMPLIANCE WITH LAWS**

The parties, in performance of this Contract, agrees to comply with all applicable local, State and/or Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Contract to assure quality of services.

**X. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES**

- A. The COUNTY and the AGENCY are equal opportunity employers.
- B. The AGENCY agrees that it shall not discriminate against any employee or applicant on the grounds of race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, veteran status, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the particular worker involved from performing the occupational requirements of the job. The AGENCY shall take such action with respect to this Contract as may be required to ensure full compliance with state and federal law.
- C. The AGENCY shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability deny any individual any services or other benefits provided under this Contract.

**XI. RELATIONSHIP OF PARTIES**

- A. No agent, employee, servant or representative of the AGENCY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose, and the employees of the AGENCY are not entitled to any of the benefits the COUNTY provides for COUNTY employees. The AGENCY shall be solely and entirely responsible for its acts and for the acts of its agents, and employees during the performance of this Contract.
- B. The COUNTY will not exercise control and direction over the work of the AGENCY, with the exception of agency personnel operating under Department of Health's approved protocol, and is interested primarily in the results to be achieved. However, the services contemplated herein must meet the general financial approval of the COUNTY and shall be subject to the COUNTY'S general rights of financial inspection and review to secure the satisfactory completion hereof.
- C. In the event that any of the AGENCY'S employees or agents, carry on activities or conduct themselves in any manner which may jeopardize the funding of this Contract, the AGENCY shall be responsible for taking adequate measures to prevent said employee or agent from performing or providing any of the services contained in this Contract.
- D. Communications between the AGENCY and the COUNTY shall be addressed to the regular place of business:

THURSTON COUNTY  
c/o MEDIC ONE DIRECTOR  
2703 PACIFIC AVE SE, SUITE C  
OLYMPIA, WA 98501

CITY OF OLYMPIA  
c/o OLYMPIA FIRE CHIEF  
P.O. BOX 1967  
OLYMPIA WA 98507-1967

- E. In the event that the COUNTY or the AGENCY individually or collectively with other AGENCIES providing EMS under this contract have reached an impasse regarding a material

portion of this contract, the COUNTY and the AGENCY/AGENCIES may mutually agree to seek the services of a neutral third party for the purposes of fact finding and resolution recommendation regarding the specifics of the impasse. The neutral third party entity shall be mutually agreed upon by all parties prior to engagement of the neutral third party entity. Further, all parties shall agree to the purpose for which the neutral third party entity shall be engaged and said purpose will be reduced to writing and signed by all parties. The recommendation of the third party shall be considered a non-binding recommendation. The cost of neutral third party fact finding services and recommendation shall be borne equally by all parties involved.

## **XII. POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

## **XIII. INDEMNIFICATION; HOLD HARMLESS**

- A. All services to be rendered or performed under this Contract shall be performed or rendered entirely at the AGENCY'S own risk and the AGENCY expressly agrees to indemnify and hold harmless the COUNTY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the COUNTY or any person which result from or arise out of the services to be performed by the AGENCY under this Contract; provided, this section shall not apply to liability resulting exclusively from errors or omissions of the COUNTY, its officers, or employees.
- B. The COUNTY expressly agrees to indemnify and hold harmless the AGENCY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the AGENCY which result from or arise out of the failure of products or equipment provided by the COUNTY to the extent such failure results from the negligence of the COUNTY, or the services to be performed by the AGENCY as a result of acting under the express and negligent direction or control of a COUNTY agent or representative, excluding the Medical Program Director or any other medical doctor.
- C. In the event that a claim and/or lawsuit is brought against a party to this Agreement, or against any party's officers, officials or employees for actions arising out of their conduct in responding to a request for assistance, it shall be the duty of each such party to promptly notify the other parties that actually responded to the event which is the subject of such claim or lawsuit that the same has been initiated.
- D. Solely for purposes of enforcing the indemnification obligations of a party under this Section XIII, each party expressly waives, by mutual negotiation, its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend, and hold harmless provided for in this Section XIII extends to any such claim brought against the indemnified party by or on behalf of any employee of the indemnifying party. The foregoing waiver shall not in any way preclude the Indemnifying party from raising such immunity as a defense against any claim brought against the indemnifying party by any of its employees.

#### **XIV. INSURANCE**

The AGENCY shall maintain insurance coverage sufficient to insure their operations, including professional legal liability and general liability either through membership in a Washington State approved government risk pool or through commercial insurance. Commercial coverage must meet the following minimum requirements:

1. **Professional Legal Liability:** The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the AGENCY'S services provided subject to this Contract. Coverage shall not exclude bodily injury, property damage or hazards within the scope of the AGENCY'S services subject to this Contract.
2. **Commercial General Liability:** The AGENCY shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$1,000,000 per loss, or equivalent coverage provided through a joint self-insurance program approved by the Washington State Risk Manager.

- a. The AGENCY'S general liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

#### **3. Other Commercial Insurance Provisions**

- a. The AGENCY'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- b. The AGENCY shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington, or equivalent coverage provided through a joint self-insurance program approved by the Washington State Risk Manager.
- c. Certificates of Insurance or other reasonable notices of coverage shall be provided to the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst  
Human Resources  
2000 Lakeridge Drive S.W.  
Olympia, Washington 98502

#### **XV. SUSPENSION, TERMINATION AND CLOSE-OUT**

If the AGENCY fails to comply with the terms and conditions of this Contract, the COUNTY may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Contract in the manner specified herein.

- A. **Suspension:** If the AGENCY fails to comply with the terms of this Contract, or whenever the AGENCY is unable to substantiate full compliance with the provisions of this Contract, the



COUNTY may suspend the Contract pending corrective action or investigation, after first allowing a reasonable period for the AGENCY'S cure. The COUNTY shall provide written notice of intent to suspend the Contract, and shall set forth the actions the AGENCY must take, and the time frame within which such action must occur to avoid suspension. If, following such reasonable period for cure the AGENCY fails to cure, the COUNTY may suspend the Contract pending corrective action or investigation by COUNTY employees or their agents. The effective date of suspension shall not be less than seven (7) business days following written notification of suspension to the AGENCY. The suspension shall remain in full force and effect until the AGENCY has taken corrective action to the satisfaction of the COUNTY and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligation incurred by the AGENCY during the period of suspension shall be allowable under the Contract except any reasonable, proper and otherwise allowable costs which the AGENCY could not avoid during the period of suspension. If the AGENCY has corrected its action(s) to the satisfaction of the COUNTY, the COUNTY shall immediately notify the AGENCY in writing that the period of suspension has ended, and shall specify the effective date of the end of such suspension.

- B. Termination for Cause by County: If the AGENCY fails to cure the non-compliance issues that resulted in a suspension of the Contract by the COUNTY, and any of the below-listed conditions exist, the COUNTY may terminate this Contract in whole or in part. If the COUNTY exercises its right to terminate the Contract, it shall notify the AGENCY in writing of the effective date of the termination, and shall set forth the reasons for termination. The COUNTY shall not give less than 21 days' notice of intent to terminate the Contract. After the effective date of termination, no charges incurred by the AGENCY under any terminated portions of the Contract are allowable as against the COUNTY, except for any charges reasonably incurred or encumbered prior to the AGENCY receiving notice of intent to terminate.

Non-compliance, and one of the following conditions provides cause for termination:

1. The lack of compliance with the provisions of this Contract are of such scope and nature that the COUNTY deems continuation of this Contract to be substantially detrimental to the interests of the COUNTY;
  2. The AGENCY has failed to take satisfactory action to correct non-compliance as directed by the COUNTY or its authorized representative within the time specified by same and as set forth in the request to cure notice in Section XVI A.
- C. Termination for Cause by Agency: In the event the COUNTY fails to comply with the terms and conditions of this Contract, the AGENCY shall give notice of such failure and allow a reasonable period for the COUNTY'S cure. Thereafter, in the event the COUNTY fails to cure, the AGENCY may terminate part or all of this Contract upon sixty (60) days written notice to the COUNTY.
- D. Termination for Other Grounds: This Contract may also be terminated in whole or in part as follows:
1. By either party with the mutual consent of the other party, in which case the two parties shall devise by mutual written agreement, the conditions of termination including the effective date thereof and in case of termination in part, that portion to be terminated;
  2. By the COUNTY, if the funds allocated by the COUNTY via this Contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.

- E. Close-Out: In the event that this Contract is terminated in whole or in part for any reason, the following provisions shall apply:
1. Upon written request by the AGENCY, the COUNTY shall make or arrange for payment to the AGENCY of allowable reimbursable costs not covered by previous payments;
  2. The AGENCY shall immediately refund to the COUNTY any monies paid in advance for services not performed;
  3. The AGENCY shall submit, within thirty (30) days after the date of expiration of this Contract, all financial, performance and other reports required by this Contract;
  4. In the event a financial audit has not been performed prior to close out of this Contract, the COUNTY retains the right to withhold a just and reasonable sum from the final payment to the AGENCY after fully considering the recommendations on disallowed costs resulting from the final audit.

#### **XVI. JURISDICTION**

- A. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County.

#### **XVII. SEVERABILITY**

- A. It is understood and agreed by the parties hereto that if any part, term or provision of this Contract is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with a statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.
- C. This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Act.
- D. This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by one party to enable it to perform the services required under this Agreement, shall remain the property of the acquiring party in the event of the termination of this agreement.

## **XVIII. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. This agreement replaces all prior interlocal agreements regarding the subject matter contained in this agreement. Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and is cause for termination. Both parties recognize time is of the essence in the performance of the provision of this Contract. It is also agreed by the parties that the forgiveness of the non-performance of any provision of this Contract does not constitute a waiver of the provisions of this Contract.

## **XIX. NO THIRD PARTY LIABILITY**

This Contract shall not be construed to provide any benefits to or create a cause of action for or on behalf of any third parties. Specifically and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

## **XX. DISPUTE RESOLUTION**

The parties shall use reasonable efforts to mediate any dispute arising under this Contract. In the event of such a dispute, each party may, upon mutual agreement of both parties, designate, in writing, not more than three (3) candidates it proposes to act as a non-binding mediator within ten (10) days following notification of a dispute. If the parties cannot agree on one of the mediators from the combined list within five (5) days, then the parties shall promptly meet and select a mediator by blind draw. Upon selection of the mediator, the parties shall within forty-five (45) days or as soon thereafter as possible, meet and engage in a mediation of the dispute with the assistance of the mediator. The cost for the mediation services shall be borne equally between the parties, each party paying one-half of the cost. The mediator shall determine reasonable procedures. Testimony and briefing, if any, provided to the mediator shall be inadmissible in any subsequent court proceedings. If mediation fails to resolve the dispute, the parties may thereafter seek redress in a court of competent jurisdiction. Nothing in this section shall be construed to prohibit either party from exercising its right to terminate this Agreement as otherwise provided in this Agreement or be construed as a pre-condition to the exercise of such right to terminate.

## **XXI. EQUAL OPPORTUNITY TO DRAFT**

Each party has had opportunity to consult with counsel in connection with the negotiation, execution and delivery of this Contract. Each of the provisions of this Contract has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would render the provisions of this Contract in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Contract.

## **XXII. MISCELLANEOUS**

- A. Successors. All of the terms, covenants, and conditions in this Contract shall extend to and bind any approved legal successors and assigns of the parties hereto.
- B. Effect of Recitals The headings and recitals in this Contract are for convenience only and do not in any way limit or amplify the provisions of this Contract

- C. Recording. The parties shall ensure that copy of this Contract is filed with the Thurston County Recorder's Office or posted by subject on either party's website.
- D. No Agency Created. This Contract does not create a partnership between the parties and no separate legal entity is created by this Contract. No real or personal property belonging to the COUNTY shall be exchanged with AGENCY during the performance of this Contract. No real or personal property belonging to the AGENCY shall be exchanged with COUNTY during the performance of this Contract.
- E. Contract Administration. This Contract shall be administered by the Fire Chief of the AGENCY and the COUNTY's Executive Officer.

DATED: \_\_\_\_\_

CITY OF OLYMPIA

\_\_\_\_\_  
Steven R. Hall, City Manager

Approved as to Form:

  
\_\_\_\_\_  
Mark Barber, City Attorney

DATED: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
Thurston County, Washington

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Clerk of the Board

JON TUNHEIM  
PROSECUTING ATTORNEY

\_\_\_\_\_  
By: Rick Peters, Deputy Prosecuting Attorney

## EXHIBIT A: SERVICES

### I. SERVICE AREA

The following services shall be provided within Thurston County during the term of this Contract.

### II. SERVICES

- A. The AGENCY shall provide BLS patient care as dispatched and following all applicable COUNTY Medic One protocols.
  - a. For non-transporting units, AGENCY shall submit the patient care reporting data as required by the COUNTY's current patient care data management system to the COUNTY within one (1) hour of the EMS run.
  - b. For transporting units, AGENCY shall submit the patient care reporting data before the unit leaves the hospital. If the ePCR system has failed, and patient care reporting data must be submitted in paper form, AGENCY shall submit data within 24 hours.
- B. The AGENCY assumes all responsibility for equipment/supplies received.
- C. COUNTY shall have supply orders filled and ready for pickup on the date requested by the Agency. Orders must be submitted no later than 2 business days prior to pick up. Orders not picked up by the Agency on the date requested will be returned to stock, unless prior notification is given for a delayed pick up.
- D. AGENCY shall notify COUNTY within 30 days of supplies/equipment purchased/received, for reimbursement requests.
- E. County shall provide monthly BLS supply fund expenditure reports no later than the 10<sup>th</sup> day of each month.
- F. AGENCY shall reconcile accounts within 30 days of receiving COUNTY's monthly BLS supply fund expended report.
- G. AGENCY shall use COUNTY ePCR in the field for patient care, and perform periodic updates as required.
- H. AGENCY shall leave modems, utilized by ePCR, powered on at all times.
- I. AGENCY shall report ePCR outages upon recognition of failure.
- J. AGENCY shall conduct OTEP, in accordance with COUNTY requirements.
- K. AGENCY shall establish, in writing, a BLS POC (point of contact), and provide this to the COUNTY.
- L. Agency shall provide BLS level of service in accordance with State Statute and Department of Health approved protocols.

## EXHIBIT B: PAYMENT

Payment shall be based on prior year call volume for Emergency Medical Services using the following formula. Formula may be updated by the EMSC without opening of this contract

<b><i>EMS CALL DATA</i></b>			<b><i>BLS DIRECT and SUPPLY SUPPORT</i></b>						
			FINANCIAL SUPPORT			SUPPLIES & EQUIPMENT			
			Budgeted:			Budgeted:			
Agency	Run Volume	% of Volume	Base Amount	\$9.03 Per Call	\$0.71 MCT/Call	Agency Total	Base Amount	\$11.60 Per Call	Agency Total

**Funding Methodology:**

- Base amount plus reimbursement per call.
- Call volume calculated by TCOMM in January (previous year call volume) and published in February.
- BLS Direct Support (2018 funding levels; 2019 funding determined based on TCOMM call volume).
  - 2018 Financial Support
    - Base amount; \$9.03 per call; \$0.71 MCT/Call
  - 2018 Supplies and Equipment
    - Base Amount; \$11.60 per call
    -



## City Council

### Approval of Resolution Authorizing an Interlocal Agreement with Lewis County for Use of Jail Facilities and Services

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.G  
**File Number:** 18-1210

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

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#### **Title**

Approval of Resolution Authorizing an Interlocal Agreement with Lewis County for Use of Jail Facilities and Services

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the resolution approving the Interlocal Agreement for Use of Jail Facilities between the City of Olympia and Lewis County and authorize the City Manager to sign the agreement.

#### **Report**

##### **Issue:**

Whether to approve an interlocal agreement with Lewis County to provide use of its jail facilities and services to the City of Olympia and authorize the City Manager to sign the agreement.

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

Chandra Brady, Support Administrator, Olympia City Jail, 360.753.8214

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

None - Consent Calendar Item.

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

The City is required by law to provide for the incarceration of misdemeanants sentenced in its jurisdiction. The City has its own jail facility to house short-term (30 days or less) prisoners. The City has traditionally purchased long-term jail services from other jurisdictions. Since 2011, the City has purchased inmate beds and services from Lewis County.

Attached is the 2019 update of the agreement with Lewis County for Olympia's continued use of Lewis County inmate beds and jail services.

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

N/A

**Options:**

1. Move to approve the resolution and authorize the City Manager to sign the Interlocal Agreement for Use of Jail Facilities with Lewis County.
2. Direct staff to work with Lewis County to modify the terms of the Interlocal Agreement.
3. Do not approve the resolution authorizing the Interlocal Agreement with Lewis County and direct staff to either contract with another agency or to house fewer suspects/criminals.

**Financial Impact:**

Lewis County rates have increased for 2019. These costs are included in the Olympia City Jail's 2019 budget.

**Attachments:**

Resolution  
Interlocal Agreement



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND LEWIS COUNTY FOR THE USE OF JAIL FACILITIES**

**WHEREAS**, Lewis County (the County) is authorized by law to operate a jail for misdemeanants and felons, and the City of Olympia (the City) is authorized by law to operate a jail for misdemeanants; and

**WHEREAS**, the City wishes to designate the County jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the City's custody; and

**WHEREAS**, the County is amenable to accepting and keeping inmates received from the City in the County's custody at its jail for a rate of compensation mutually agreed upon; and

**WHEREAS**, Chapter 39.34 RCW, Chapter 70.48 RCW, and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

**WHEREAS**, the County and the City have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080, RCW 39.34.180, Chapter 70.48 RCW, and other Washington law;

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

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the City of Olympia and Lewis County for the use of jail facilities and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Interlocal Agreement for Use of Jail Facilities, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## INTERLOCAL AGREEMENT FOR USE OF JAIL FACILITIES

This Agreement is made and entered into by and between LEWIS COUNTY, a political subdivision of the State of Washington (hereinafter "County"), and the CITY OF OLYMPIA a Washington municipal corporation, (hereinafter called "Contract Agency").

### RECITALS

WHEREAS, the County is authorized by law to operate a jail for misdemeanants and felons and the Contract Agency is authorized by law to operate a jail for misdemeanants; and,

WHEREAS, the Contracting Agency wishes to designate the County jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the Contract Agency's custody; and,

WHEREAS, the County is amenable to accepting and keeping inmates received from the Contract Agency in the County's custody at its jail for a rate of compensation mutually agreed to herein; and,

WHEREAS, Chapter 39.34 RCW, Chapter 70.48 RCW, and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the County and Contract Agency have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080, RCW 39.34.180, Chapter 70.48 RCW, and other Washington law.

### AGREEMENT

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

#### 1. PURPOSE:

It is the purpose of this Agreement to provide for the use by the Contract Agency of the County's jail facilities and services at the County's jail located at the Lewis County Jail, 28 SW Chehalis Avenue, Chehalis, Washington, 98532-1900.

#### 2. MAILING AND CONTACT ADDRESS:

All written notices, reports and correspondence required or allowed by this Agreement shall be sent to the following:

County: Lewis County Jail  
Attention: Chief of Corrections  
28 SW Chehalis Avenue  
Chehalis, WA 98532-190  
Facsimile: (360) 740-1463  
Telephone Number: (360) 740-2714

Contract Agency: City of Olympia Jail  
Attn: Support Administrator  
900 Plum St. SE Olympia, WA 98501  
Facsimile: (360) 709-2773  
Telephone Number: (360) 753-8042

Mailing Address  
Olympia City Jail  
P. O. Box 1967  
Olympia, WA 98507-1967

Contract Agency  
Healthcare Provider: Healthcare Delivery, Incorporated  
Shannon Slack, President  
Phone: (360) 742-6882  
Fax: (360) 688-1862  
Email: [jsyoung360@gmail.com](mailto:jsyoung360@gmail.com)

### 3. AVAILABILITY OF JAIL FACILITIES:

Subject to the County's rights with respect to certain inmates set forth in Sections 8 and 9 herein, the County will accept and keep inmates at the request of the Contract Agency, unless the facility is declared at or near capacity by court order, or in the sole discretion of the County, its inmate population is at capacity or so near capacity that there is a risk that the reasonable operational capacity limits of the County's jail might be reached or exceeded if the County does not begin to refuse or request removal of inmates.

If available, the County shall consider the Contract Agencies inmates for alternative incarceration programs as allowed by the Contract Agencies court order. The County retains sole discretion of the inmate's eligibility for alternative programs. Costs for participation in alternative incarceration programs shall be borne by the Contract agencies inmates. The Contract agency will not be charged for a bed day for inmates on alternative programs.

### 4. COMPENSATION FROM CONTRACT AGENCY:

(a) Daily Rate. In return for the County's housing of an inmate of the Contract Agency, the Contract Agency shall pay the County sixty-five and twenty-nine cents (\$65.29) for every calendar day said inmate is in the custody of the County. Any portion of the day over four hours

will be billed as one calendar day. Such time period shall be measured from the time said inmate is transferred to the custody of the County and ends when the Contract Agency resumes custody. The County will only house up to 16 inmates at a time for the Contract Agency unless otherwise agreed.

In addition to the above referenced rate, by mutual agreement outlined in section (e) below, the Contract Agency agrees to pay the County a daily rate of eighty-seven dollars and six cents (\$87.06) for inmates defined by both parties as "high needs".

The County may house additional Olympia inmates on any given day so long as there are adequate beds available in the County jail. Any portion of the day over four hours will be billed as one calendar day. Such time period shall be measured from the time said inmate is transferred to the custody of the County and ends when the Contract Agency resumes custody.

(b) Other Costs. The Contract Agency shall also pay such other costs to the County or third parties as set forth herein, as well as any medical costs required by Section 5.

(c) Billing. The County will invoice the Contract Agency for inmate days quarterly. The County agrees to provide the Contract Agency with monthly reports documenting the names of the inmates held in the County jail, the number of inmate days for each inmate, and a tally of the total inmate days used for the month. Upon reaching 5840 inmate days each calendar year, the County agrees to invoice the Contract Agency for beds used at a flat rate of \$65.29 per bed day on a quarterly basis. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should collection become necessary, the Contract Agency will pay all collection costs associated with late payments.

(d) Booking Fee. The Contract Agency will reimburse the County \$30 for each booking conducted by the County where the inmate's stay does not exceed four hours. The County shall invoice the Contract Agency quarterly.

(e) Classification. Subject to mutual agreement between the County's Jail Administrator and the Contract Agency's Support Administrator, the County will agree to house inmates classified as high needs. High Needs inmates are defined as inmates requiring special housing or additional resources to ensure care and custody of the offender. If approved, the Contract Agency shall pay the County in accordance with Section 4 of the Agreement for Use of Jail Facilities at a rate of eighty-eight dollars and seventy-four cents (\$87.06) per day said inmate is in the custody of the County after the point of agreement. If not approved, the inmate will be returned on the next transport day. Nothing in this section is intended to modify the County's right to refuse/return an inmate.

## **5. MEDICAL COSTS AND TREATMENT:**

(a) Services Provided. Upon transfer of custody to the County, the County will provide or arrange for the Contract Agency's inmates to receive necessary medical, psychiatric and dental services to safeguard their health while confined, in accordance with RCW 70.48.130 and

other applicable law, as now in effect or hereinafter amended, and the policies and rules of the County jail. The County agrees to notify the Contract agency within three hours of any emergency medical, dental or psychiatric services necessary for a Contract Agency inmate.

The County will not accept, utilize, dispense and account for prescription medication from the Contract Agency for Contract Agency inmates; unless under extenuating circumstances which have been discussed with the County Contract Medical agency. The County agrees to use the DOC Formulary, whenever possible, when it prescribes medications to Contract Agency inmates. The County will only charge the Contract Agency for medications dispensed to the Contract Agency inmates.

The County and Contract Agency agree to collaboratively provide continuity of care for medical cases involving the following issues: pregnancy, abortions, acquired immune deficiency syndrome (AIDS), psychiatric medications, and tuberculosis patients. The County agrees to not prescribe sleep aid medication to Contract Agency inmates except for in extreme situations wherein lack of sleep is causing health problems for the inmate or others.

(b) Cost Responsibility. The Contract Agency shall be responsible for the cost of all medication prescribed for its inmates. The Contract Agency shall also be responsible for all costs associated with the delivery of necessary medical, psychiatric and dental services provided to an inmate that are not available from the health care program within the County jail and for all emergency medical services, wherever provided at the County's cost. These costs shall be paid directly to the provider or as a reimbursement to the County, as directed by the County.

(c) Notice. Except in situations deemed an emergency by the County, the County shall notify the Contract Agency at (360) 753-8247 prior to transfer of a Contract Agency's inmate to a medical, dental, or psychiatric provider outside of the County jail or to a hospital for medical, psychiatric, or dental services.

(d) Pre-Confinement Consents or Refusals. If a Contract Agency inmate has received or refused medical, psychiatric or dental treatment from the Contract Agency before confinement in the County jail, the Contract Agency shall provide to the County written verification of any authorization of or refusal to authorize care or treatment for such inmate(s).

(e) Return for Medical Services. Nothing herein shall preclude the Contract Agency from resuming custody of an ill or injured inmate by picking such inmate up for transfer at the County jail; provided, in situations in which the County deems an inmate requires emergency medical care, the County shall have the right to arrange for emergency medical services (at the Contract

Agency's expense) notwithstanding a request from the Contract Agency to transfer custody of the inmate back to the Contracting Agency.

(f) Records. The County shall keep records of all medical, psychiatric or dental services it provides to an inmate. Upon resumption of custody by the Contract Agency, and in accordance with applicable law, the Contract Agency shall receive a copy of the medical, psychiatric or dental records held by the County for an inmate of the Contract Agency. Lewis County and the

contract medical provider for Lewis County shall comply with all requirements under the Health Insurance Portability and Accountability Act (HIPAA) and other applicable law.

#### **6. TRANSPORTATION OF CONTRACT INMATES:**

(a) Regular Transport. The County agrees to provide transportation to and from the Contracting Agency's jail on a mutually agreed scheduled basis at least three times per week (when the week does not include a holiday).

(b) Additional Transport with Costs. For additional transports by the County, required by court order or made at the Contract Agency's request, the Contract Agency shall reimburse the County for staffing and fuel costs associated with such transport; such transports shall be approved by the Contract Agency prior to the transport.

#### **7. TRANSFER OF CUSTODY:**

(a) Commencement of Custody by County. The Contract Agency's inmates shall be deemed transferred to the custody of the County when Corrections Officers from the Lewis County Sheriff's Office take physical control of an inmate. The County will not take such control of an inmate until the Contract Agency has delivered copies of all inmate records pertaining to the inmate's incarceration by the Contract Agency or its agent, including a copy or summary of each inmate's medical records held by the Contract Agency or its agent. If the County requests additional information, the parties shall mutually cooperate to obtain such information. In the absence of documentation and information satisfactory to the County, the receiving officer may refuse to accept the Contract Agency's inmate for confinement. Property shall be limited to the amount which can be stored in a grocery size bag. The Contract Agency's officers delivering an inmate to the transportation location shall be responsible for ensuring that all paperwork is in order and all property allowed to be transported with the inmate is properly packaged. Only when all paperwork and property are in order will the County take physical control and assume custody and responsibility for the Contract Agency's inmate for confinement.

(b) Further Transfer of Custody. Except as otherwise allowed by Section 10 of this Agreement, the County will not transfer custody of any inmate confined pursuant to this Agreement to any agency other than back to the Contract Agency without written authorization from a court of competent jurisdiction.

(c) Responsibilities upon Assumption of Custody. Upon transfer of custody to the County, it shall be the County's responsibility to confine the inmate; to supervise, discipline and control said inmate; and to administer the inmate's sentence pursuant to the order of the committing court in the State of Washington. During such confinement, the County shall provide and furnish or arrange for all necessary medical and hospital services and supplies in accordance with Section 5 of this Agreement.

(d) Resumption of Custody by Contracting Agency. The Contract Agency shall be deemed to have resumed custody of an inmate transferred to the County upon either presentation of such

inmate to the Contracting Agency, or upon the Contract Agency's officers taking physical control of an inmate at any other location.

#### **8. RIGHT TO REFUSE/RETURN AN INMATE:**

The County shall have the right to refuse or return any of the Contract Agency's inmates under any one of the following circumstances.

(a) Pending Medical Needs. The County shall have the right to refuse to accept any Contract Agency inmate who, at the time of presentation for transportation to the County jail for confinement, appears in need of medical, psychiatric or dental attention, until the Contract Agency has provided medical, psychiatric or dental treatment to the inmate to the satisfaction of the County. At the time of custody transfer it is the Contract Agency's responsibility to provide all available information relevant to the care and custody of the Contract Agency's inmate.

(b) Problematic Physical History or Behavior and New Medical Conditions. The County shall have the right to refuse or return any Contract Agency's inmate that, in the sole judgment of the County, has a history of serious medical problems, presents a risk of escape, presents a risk of injury to other persons or property, or develops an illness or injury that may adversely affect or interfere with operations of the County Jail. Any special transport costs, medical or otherwise, incurred in the return of Contract Agency's inmate under this subsection will be the responsibility of the Contract Agency.

(c) Claims/Litigation. The County shall have the right to refuse or return any Contract Agency inmate that files a claim or lawsuit against the County in the interest of safety and security and preserving the rights of all affected parties.

(d) Return for Release. The County shall have the right to return any Contract Agency inmate anytime within five (5) days of the scheduled completion of the offender's sentence.

(e) Return Due to Upcoming Expiration. The County shall have the right to begin returning Contract Agency's inmates during the thirty days preceding expiration of this Agreement so that all inmates may be transported pursuant to the regular transports under Section 6 (a) and (b) above.

(f) Court order space requirement. The County shall return inmates when a court of competent jurisdiction orders that space be made available.

(g) Notice of Return and Transport. The County shall provide written notice, via facsimile or e-mail, of the anticipated return of an inmate under this Section 8 to the contact person identified herein for the Contract Agency.

(h) Overcrowding. In the event the county has a need to go on booking restrictions due to overcrowding, the county will not accept any contract inmates during this time frame.

## **9. REMOVAL FROM JAIL:**

The Contract Agency's inmates may be removed from the County jail for reasons outlined below.

(a) Request by Contract Agency. Upon the County's receipt of written request for inmate return made by the Contract Agency, the inmate will be transported by the Contract Agency or the County pursuant to Section 6 above.

(b) Court Order. Upon the County's receipt of an order issued by a court having jurisdiction over a Contract Agency's inmate, transport will be according to the terms expressed in the court order, or by the Contract Agency or the County pursuant to Section 6 above.

(c) Completion of Sentence. The Contract Agency shall provide return dates for each contract inmate. The Contract Agency shall provide e-mail release notification to the county at least 24 hours prior. The County shall not be expected to process Contract Agency Releases. The Contract Agencies inmate's shall only be released from the Contract Agency's facility.

(d) Treatment Outside of Jail. The Contract Agency's inmate may be removed from the County jail for medical, psychiatric or dental treatment or care not available within the County jail.

(e) Catastrophe. In the event of any catastrophic condition presenting, in the sole discretion of the County, an eminent danger to the safety of the inmate(s), the County will inform the Contract Agency, at the earliest practical time, of the whereabouts of the inmate(s) and shall exercise all reasonable care for the safekeeping and custody of such inmate(s).

(f) Overcrowding. In the event the county has a need to go on booking restrictions, the county may elect to return contract inmates if the need arises during restrictions.

## **10. TRANSFER OF INMATES UPON TERMINATION/EXPIRATION OF AGREEMENT:**

(a) Termination by County. In the event of a notice of termination from the County in accordance with Section 19 below, it shall be the County's obligation to transport the Contract Agency's inmates to the Contract Agency, at no expense to the Contract Agency. Such transports shall be made as if the Agreement were expiring and in accordance with the terms of Section 8 above, subsection (e).

(b) Termination by Contract Agency. In the event of a notice of termination from the Contract Agency in accordance with Section 19 below, it shall be the Contract Agency's obligation to transport the Contract Agency's inmates at its own expense, on or before the effective date of such termination. Until such removal, the Contract Agency shall pay the compensation and costs set forth herein related to the housing of such inmate(s). With respect to any inmate(s) not removed in accordance with this Section 10, the Contract Agency shall pay the base rate set forth in Section 4(a) above plus an additional five dollars (\$5) per inmate for every 24 hour period or part thereof that said inmate(s) remains in the County jail past the expiration date; and the



County shall retain all rights hereunder, notwithstanding such termination, until all of the Contract Agency's inmates are removed from the County jail.

**11. INMATE RIGHTS, ACCOUNTS AND PROGRAMS:**

(a) Early Release Credit and Discipline. The Contract Agency's inmates confined under this Agreement shall earn early release credits under the policies and rules prescribed by the Contract Agency and state law for all inmates at the County jail. With respect to the Contract Agency's inmates, the County shall maintain and manage disciplinary issues and will administer sanctions as per facility rules. If the County finds removal of earned early release credits is appropriate, the County will provide the Contract Agency with hearing results and request earned early release credits be removed. No discipline prohibited by federal or state law will be permitted. The disciplinary policies and rules of the County jail will apply equally to inmates confined pursuant to this Agreement and to those otherwise confined.

(b) Inmate Accounts. The County shall establish and maintain an account for each inmate received from the Contract Agency and shall credit to such account all money received from an inmate or from the Contract Agency on behalf of an inmate. The County shall make disbursements from such accounts by debiting such accounts in accurate amounts for items purchased by the inmate for personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. At termination or expiration of this Agreement, an inmate's return to the Contract Agency, or death or escape of an inmate, the County shall submit a check to the Contract Agency in the name of each inmate eligible for reimbursement in order to transfer an inmate's money to an inmate account administered by the Contract Agency.

(c) Programs. The County shall provide the Contract Agency's inmates with access to all educational, recreational and social service programs offered at the County jail under the terms and conditions applicable to all other inmates at the jail.

**12. ACCESS TO FACILITY AND INMATES:**

(a) Access to Facility. Contract Agency shall have the right to inspect, at mutually agreeable times, the County jail in order to confirm such jail maintains standards acceptable to the Contract Agency and that its inmates are treated appropriately. The County agrees to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws.

(b) Access to Inmates. Contract Agency personnel shall have the right to interview inmates from the Contract Agency at any reasonable time within the jail. Contract Agency officers shall be afforded equal priority for use of jail interview rooms with other departments, including the Lewis County Sheriff's Office.

**13. ESCAPES AND DEATHS:**

(a) Escapes. In the event of an escape by a Contract Agency's inmate from the County jail, the Contract Agency will be notified by telephone or fax with a follow-up in writing as soon as

practical. The County will have the primary authority to direct the investigation and to pursue the inmate within its jurisdiction. Any costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the County. The County will not be required to pursue and return the Contract Agency's escaped inmates from outside of the County.

(b) Deaths.

1) In the event of a death of a Contract Agency inmate in the County jail, the Contract Agency's Support Administrator shall be promptly notified by telephone or fax with a follow-up notification in writing via US mail. Lewis County Sheriff's Office and the Lewis County Coroner will investigate the circumstances. The Contract Agency may, if it wishes, join in the investigation and receive copies of all records and documents in connection with the investigation.

2) The County shall, subject to the authority of the Lewis County Coroner, follow the written instructions of the Contract Agency regarding the disposition of the body. Such written instructions shall be provided within three working days of receipt by the Contract Agency of notice of such death. All expenses related to necessary preparation of the body and transport charges shall be the responsibility of the Contract Agency. With written consent from the Contract Agency, the County may arrange burial and all matters related or incidental thereto, and the Contract Agency shall pay all such expenses. This paragraph deals with relations between the parties to this Agreement and is not intended to relieve any relative or other person from responsibility for the disposition of the deceased or any associated expenses.

**14. RECORD KEEPING:**

The County agrees to maintain a system of record keeping relative to the booking and confinement of each of the Contract Agency's inmates consistent with the record keeping by the County for all other inmates and in accordance with all statutory requirements. The County shall make copies of said records available to the Contract Agency upon its request.

**15. INDEMNIFICATION AND INSURANCE:**

(a) Indemnification of Contract Agency. The County shall indemnify the Contract Agency, its officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to costs and reasonable attorney's fees, arising from the County's performance under this Agreement; provided, to the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the Contract Agency, its officers, agents, or employees, the County's indemnification obligation hereunder shall be limited to the County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

(b) Indemnification of County. The Contract Agency shall indemnify the County, its officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to costs and reasonable attorney's fees, arising from the Contract Agency's performance under this Agreement; provided, to the extent the claim, damages,

losses and expenses are caused by intentional acts of or by the concurrent negligence of the County, its officers, agents, or employees, the Contract Agency's indemnification obligation hereunder shall be limited to the Contract Agency's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

(c) Insurance Requirement. Each party shall obtain and maintain liability coverage in minimum liability limits of Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate for its conduct creating liability exposures related to confinement of inmates, including general liability, errors and omissions, auto liability and police professional liability. The insurance policy or policies shall provide coverage for those events that occur during the term of the policy, despite when the claim is made.

(d) Certificate of Insurance. Each party to this Agreement agrees to provide the other with evidence of insurance coverage in the form of a certificate from a solvent insurance provider confirming coverage from a solvent insurance pool which is sufficient to address the insurance obligations set forth above.

#### **16. NON-DISCRIMINATION POLICY:**

The County and the Contract Agency agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, sensory handicap, or any other status protected by law.

#### **17. CONTRACT ADMINISTRATION/REQUIREMENTS OF CHAPTER 39.34 RCW:**

This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act and other applicable law. Pursuant to the provisions of RCW 39.34.030, the Lewis County Sheriff shall be responsible for administering the confinement of inmates. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion. Prior to its entry into force, an agreement made pursuant to this chapter shall be filed with the county auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

#### **18. WAIVER OF RIGHTS:**

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitute acquiescence thereto.

#### **19. TERMINATION:**

This Agreement may be terminated upon 90 days written notice from either party to the other party. Notice shall be sent to the attention of the administrative contact person specified in Section 2 above both by first class mail and by email to his or her usual email address used for communication between the parties. The notice shall indicate when and how the City of Olympia will assume physical custody and control over any inmates housed by Lewis County, and how it will transport them from the Lewis County Jail. In default of such indication Lewis County shall deliver any Olympia inmates in its custody or control at a time or times of its choosing on the effective date of the termination to the front door of the Olympia City Jail, and the City of Olympia shall reimburse Lewis County for its expense in so transporting such inmates. If the Agreement is properly terminated by the Contract Agency with the required notice, Contract Agency shall not be responsible for paying for the quarters remaining in the year, effective upon termination. For example, notice provided on July 1 to terminate as of October 1 would mean that the Contract Agency has zero beds reserved for the fourth quarter of the year and is, therefore, relieved from making payment for any bed days in that quarter.

**20. WAIVER OF ARBITRATION RIGHTS:**

Both parties acknowledge and agree that they are familiar with the provisions of RCW 39.34.180(3), as now in effect, and that of their own free will they hereby expressly waive any and all rights under RCW 39.34.180(3), as now in effect or as hereinafter amended, to arbitrate the level of compensation for incarceration services charged under this Agreement, or any renewal thereof, that either party may possess. The parties further agree that such level of compensation and all other issues related to the purpose of this Agreement will only be as agreed to herein or as otherwise agreed to in a writing executed by the parties.

**21. DURATION:**

This Agreement shall be effective on January 1, 2019, and shall continue through December 31, 2019, unless terminated earlier under the terms set forth in Section 19 above. This agreement may be renewed for successive periods of one year by written addendum executed by all parties hereto under such terms as the parties agree in writing. Nothing in this Agreement shall be construed to make it necessary for the Contracting Agency to continuously house inmates with the County.

**22. GOVERNING LAW AND VENUE:**

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement and an inmate's confinement under this Agreement. The venue shall be in the Thurston County Superior Court.

**23. MISCELLANEOUS:**

In providing these services to the Contract Agency, the County is an independent contractor and neither its officers, agents, nor employees are employees of the Contract Agency for any purpose including responsibility for any federal or state tax, industrial insurance or Social Security

liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Contract Agency under any applicable law, rule, or regulation.

**24. PREA- CUSTODIAL AND SEXUAL MISCONDUCT**

In the performance of services under this Agreement, County shall comply with all federal and state laws regarding sexual misconduct, including, but not limited to, the Prison Rape Elimination Act of 2003 (PREA); RCW 9A.44.010, Definitions; RCW 9A.44.160 Custodial sexual misconduct in the first degree; RCW 9A.44.170, Custodial sexual misconduct in the second degree.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**LEWIS COUNTY, WASHINGTON**

**CITY OF OLYMPIA, WASHINGTON**

\_\_\_\_\_, Chairman

\_\_\_\_\_, Vice Chair

\_\_\_\_\_, Member

By: \_\_\_\_\_

Steven R. Hall, City Manager

Approved as to Form:

Constituting the Board of County Commissioners  
of Lewis County, Washington

Attest:

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

\_\_\_\_\_  
Rieva Lester, Clerk of the Board  
Approved as to Form and Content:

\_\_\_\_\_  
Robert R Snaza, Sheriff  
Lewis County Sheriff's Office

Jonathan Meyer, Prosecuting Attorney

\_\_\_\_\_  
By: Deputy Prosecuting Attorney



## City Council

# Approval of a Resolution Authorizing a Lease Early Termination Agreement for 2828 Martin Way E

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.H  
**File Number:** 18-1212

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

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### Title

Approval of a Resolution Authorizing a Lease Early Termination Agreement for 2828 Martin Way E

### Recommended Action

#### Committee Recommendation:

Not referred to a committee.

#### City Manager Recommendation:

Move to approve a resolution authorizing a Lease Early Termination Agreement for 2828 Martin Way E.

### Report

#### Issue:

Whether to approve a resolution authorizing a Lease Early Termination Agreement for 2828 Martin Way E.

#### Staff Contact:

Mike Reid, Economic Development Director, Community Planning and Development, 360.753.8591

#### Presenter(s):

None - Consent Calendar Item.

### Background and Analysis:

The City closed on the 2828 Martin Way purchase on October 22, 2018. As part of the closing the City became the lessor in an existing lease attached with the building on the property. The existing lease expires on August 31, 2020. The site was purchased with the expressed intent to be used for the development of permanent supportive housing consistent with the Home Fund Program. It is desirable to have the lease terminate early and the tenant vacate as the city's intention for the property is not a private commercial lease with the existing tenant. The early lease termination agreement provides financial considerations in the amount of \$52,825 to the existing tenant for business interruption, moving expense, and other incidental expenses associated with early termination and relocation. Additionally the tenant shall pay no rent for the months of November and December 2018, and January, February, and March 2019. The considerations are provided in

exchange that the tenant agrees to an early termination of the lease and to vacate the premises by March 31, 2019.

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

City has continued to have stakeholder outreach with the surrounding neighborhood and properties about the future development of the property. Early lease termination with the tenant has remained a part of the dialogue since acquisition of the property was first presented to council.

**Options:**

1. Approve the resolution authorizing early lease termination for 2828 Martin Way.
2. Do not approve the resolution authorizing early lease termination for 2828 Martin Way.

**Financial Impact:**

Funding for the acquisition and related costs for 2828 Martin Way were approved as part of an interfund loan on July 24, 2018, staff report 18-0708.

**Attachments:**

- Resolution
- Lease Early Termination Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,  
APPROVING A LEASE EARLY TERMINATION AGREEMENT BETWEEN THE CITY OF  
OLYMPIA AND STANLEY & UTTERBACK, PLLC.**

**WHEREAS**, the City of Olympia (City) is the purchaser of leased property described in a Lease Agreement (Triple Net Lease) between Don Hovancsek, the previous owner of the leased property, and Stanley & Utterback, PLLC (Lessee), effective September 11, 2017; and

**WHEREAS**, the leased property is commonly located at 2828 Martin Way E, Olympia, Washington, in Thurston County, Washington, consisting of a single-story professional office building and common areas, including parking; and

**WHEREAS**, the City acquired the leased property for future municipal purposes for the citizens and residents of the City of Olympia; and

**WHEREAS**, the City and the Lessee have mutually negotiated terms that will terminate Lessee's Lease Agreement (Triple Net Lease);

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

1. The Olympia City Council hereby approves the form of Lease Early Termination Agreement between the City of Olympia and Stanley & Utterback, PLLC and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Lease Early Termination Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:



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



## LEASE EARLY TERMINATION AGREEMENT

This LEASE EARLY TERMINATION AGREEMENT ("Termination Agreement") is between the City of Olympia, a municipality organized under the laws of the State of Washington ("Lessor Assignee"), and Stanley & Utterback PLLC ("Lessee"), jointly referred to as "the Parties." This Termination Agreement shall not be effective until the "Effective Date" (as defined in Paragraph 11.15 below).

### RECITALS

Lessor Assignee is the purchaser of the leased property described in the Lease Agreement (Triple Net Lease) between Don Hovancsek ("Lessor Assignor") and Stanley & Utterback PLLC ("Lessee"), effective September 11, 2017. A copy of said Lease Agreement (Triple Net Lease) is attached hereto as Exhibit "A" and is incorporated herein by reference. Lessor Assignee and Lessee are herein jointly referred to as "the Parties."

The leased property is commonly located at 2828 Martin Way E, Olympia, Washington, in Thurston County, Washington, consisting of a single-story professional office building and common areas, including parking, as shown in the Lease Agreement (Triple Net Lease) attached hereto and by this reference incorporated herein.

Lessor Assignee acquired the leased property for future municipal purposes for the citizens and residents of the City of Olympia. Lessee and Lessor Assignee have mutually negotiated terms that will terminate Lessee's Lease Agreement (Triple Net Lease) with Lessor Assignee.

The signatories to this Termination Agreement acknowledge they are authorized to execute this agreement and associated documents, and to correct scrivener's errors and other errors or omissions that are otherwise in substantial conformance with this Termination Agreement.

The Parties now enter into this Termination Agreement to memorialize the terms and conditions under which the Lease Agreement (Triple Net Lease) attached hereto as Exhibit "A" shall terminate.

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

**1. Early Termination of Lease Agreement (Triple Net Lease).** The Parties agree the Lease Agreement (Triple Net Lease), attached as Exhibit "A" hereto, shall terminate on March 31, 2019, and that Lessee shall vacate the premises by said date.

**2. Amendment of Rent.** The Parties agree that in consideration for early termination of the Lease Agreement (Triple Net Lease), Lessee shall pay no rent to Lessor Assignee for the months of November and December 2018, and January, February, and March 2019.

**3. Additional Consideration.** As additional consideration for early termination of the Lease Agreement (Triple Net Lease), Lessor Assignee agrees to pay to Lessee as follows:

3.1 Early termination fee. An early termination fee to reimburse Lessee for incidental expenses associated with early termination of the Lease Agreement (Triple Net Lease) in the sum of Fifteen Thousand Dollars and No Cents (\$15,000.00);

3.2 Moving expenses. Moving expenses reimbursement in the sum of Six Thousand Five Hundred Dollars and No Cents (\$6,500.00); and

3.3 Business interruption. Business interruption expenses for seven days at the rate of \$4,475 per day for a total of Thirty-One Thousand Three Hundred Twenty-Five Dollars and No Cents (\$31,325.00).

**4. Utilities.** Lessee shall pay all onsite utilities including water, sewer, electricity, solid waste, natural gas, internet, etc., through the end of this Termination Agreement on February 28, 2019.

**5. Maintenance and Repairs.** Lessee shall be responsible for any and all minor repairs to the portion of the office building occupied by Lessee upon the leased premises, including but not limited to appliances, water heater, laundry washer-dryer, furnace, air conditioning, electrical, plumbing, roof, carpet, sinks, showers, kitchen appliances and fixtures, interior and exterior paint, flooring or walls, doors or windows, screens, or window coverings, landscaping, rodents or pest control.

**6. Insurance and Hold Harmless Agreement.** Lessee shall defend, indemnify and hold Lessor Assignee, its agents, officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney's fees, arising out of or resulting from the acts, errors or omissions of Lessee under this Termination Agreement and the Lease Agreement (Triple Net Lease), except for injuries and damages caused by the sole negligence of Lessor Assignee

6.1 Concurrent negligence. Should a court of competent jurisdiction determine that this Termination Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Lessee and the Lessor Assignee, its officers, officials, agents, employees, and volunteers, the Lessee's liability, including the duty and cost to defend, hereunder shall be only to the extent of Lessee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Lessee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties to this Termination

Agreement. The provisions of this section shall survive the expiration or termination of this Termination Agreement and the Lease Agreement (Triple Net Lease).

6.2 Insurance. All other terms and conditions of Paragraph 11 of the Lease Agreement (Triple Net Lease) shall remain in full force and effect through the end of the lease term in this Termination Agreement.

7. **Signage.** Lessee will be permitted to maintain temporary signage consistent with the local municipal code, advertising the new location for Lessee's business, Olympia Podiatry Clinic, in a window of the office building until June 30, 2019.

8. **Other terms and conditions of Lease Agreement.** The Parties agree that all other terms and conditions of the Lease Agreement (Triple Net Lease) are in full force and effect, other than as modified or amended by this Termination Agreement.

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

To Lessor: Steven R. Hall, City Manager  
City of Olympia  
601 4<sup>th</sup> Ave E  
Olympia, WA 98501  
Email: [shall@ci.olympia.wa.us](mailto:shall@ci.olympia.wa.us)

With a copy to: Mark Barber, City Attorney  
City of Olympia  
601 4<sup>th</sup> Ave E  
Olympia, WA 98501  
Email: [mbarber@ci.olympia.wa.us](mailto:mbarber@ci.olympia.wa.us)

To Lessee: Stanley & Utterback PLLC, d/b/a Olympia  
Podiatry Clinic  
Jerod Stanley, Managing Member  
2828 Martin Way E  
Olympia, WA 98506  
Email: [olympiapodiatry@gmail.com](mailto:olympiapodiatry@gmail.com)

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

**10. Event of Default.** In the event of a default under this Termination Agreement by Lessee (including a breach of any representation, warranty or covenant set forth herein), Lessor Assignee shall be entitled, in addition to all other remedies, to seek monetary damages and specific performance of Lessee's obligations hereunder or termination of this Termination Agreement.

**11. Miscellaneous.**

11.1 Applicable law. This Termination Agreement shall in all respects be governed by the laws of the State of Washington.

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

11.3 Modification or amendment, waivers. No amendment, change or modification of this Termination Agreement shall be valid unless in writing and signed by all of the Parties hereto. No waiver of any breach of any covenant or provision in this Termination Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Termination Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

11.4 Successors and assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors and assigns, if applicable. No assignment shall be permitted by Lessee of this Termination Agreement.

11.5 Entire agreement and no third party beneficiaries. This Termination Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The Parties do not intend to confer any benefit under this Termination Agreement to any person, firm or corporation other than the immediate Parties.

11.6 Attorneys' fees. Should either party bring suit to enforce the terms of this Termination Agreement, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

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

11.8 Partial Invalidity. If any term or provision of this Termination Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Termination Agreement, 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 each such term and provision of this Termination Agreement shall be valid and be enforced to the fullest extent permitted by law.

11.9 Survival. The covenants, agreements, obligations to indemnify, representations and warranties made in this Termination Agreement shall survive unimpaired. The Parties agree this Termination Agreement shall not be recorded.

11.10 Time. Time is of the essence of every provision of this Termination Agreement.

11.11 Risk of loss. All of Lessee's personal property of any kind or description whatsoever that is on the leased Property shall be at Lessee's sole risk of loss. Lessor Assignee shall not insure Lessee's personal property of whatever kind or nature. Any such property insurance must be obtained by Lessee.

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

11.13 Recitals. The Recitals set forth above are incorporated by this reference into this Termination Agreement and are made a part hereof.

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

**LESSEE:**

**STANLEY & UTTERBACK, PLLC**

*Jerod Stanley*  
Jerod Stanley, Managing Member

Date: 12/12/18

**LESSOR  
ASSIGNEE:**

**CITY OF OLYMPIA**, a Washington  
municipal corporation

Steven R. Hall, City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

*Mark Barber*  
Mark Barber, City Attorney

Date: 12/12/2018

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that **Jerod Stanley**, is the person who appeared before me, and is the Managing Member of Stanley & Utterback PLLC, and that said person acknowledged that he signed this instrument, and on oath stated that he is authorized to execute this instrument, and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 12<sup>th</sup> day of December 2018.



Tiffany Cox  
Signature  
Name (typed or printed): Tiffany Cox  
NOTARY PUBLIC in and for the State of  
Washington  
Residing at Olympia WA  
My appointment expires: 4-29-20

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that **Steven R. Hall**, is the person who appeared before me, and as City Manager for the City of Olympia, Washington, on behalf of said municipal corporation and with authority to sign same, acknowledged that he signed this instrument, and on oath stated that he was authorized to execute this instrument, and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Signature  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_



## City Council

# Approval of a Resolution Authorizing an Interlocal Agreement with LOTT Clean Water Alliance for Public Health Emergency Support Funding

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.1  
**File Number:** 18-1219

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

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### Title

Approval of a Resolution Authorizing an Interlocal Agreement with LOTT Clean Water Alliance for Public Health Emergency Support Funding

### Recommended Action

#### Committee Recommendation:

Not referred to a committee

#### City Manager Recommendation:

Move to approve the resolution for an interlocal agreement with LOTT Clean Water Alliance for public health emergency support funding and authorize the City Manager to sign the agreement.

### Report

#### Issue:

Whether to approve a resolution for an interlocal agreement with LOTT Clean Water Alliance for public health emergency support funding.

#### Staff Contact:

Amy Buckler, Downtown Programs Manager, Community Planning and Development 360.570.5847

#### Presenter(s):

None - Consent Calendar Item

### Background and Analysis:

The City of Olympia has declared a public health emergency related to homelessness. This crisis has resulted in a significant increase in human waste along streets, sidewalks and other outdoor areas, and poses a risk to public health and the environment. As part of addressing the crisis, the City is establishing a tiny house village and one or more managed emergency sites for unhoused citizens, which will require the availability of basic hygiene services such as restroom facilities.

The LOTT Board of Directors has established a Public Health Emergency Support Program to



provide funding to LOTT's partner jurisdictions for efforts to improve management of human waste associated with homelessness. The City and LOTT desire to work collaboratively to address public health issues.

The purpose of this interlocal agreement is to allow LOTT to provide funding to the City of Olympia for the purchase of hygiene equipment for use in providing public health services for unhoused persons, and establish the terms. LOTT agrees to reimburse the City of Olympia up to \$75,000 each toward the purchase of two hygiene trailers or similar equipment for use in emergency managed mitigation sites or tiny house sites for unhoused persons. LOTT also agrees to waive any applicable Capacity Development Charges for connection of the hygiene trailers to the regional sewer system.

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

There is significant public interest in the topic of homelessness in our community

**Options:**

1. Move to approve the resolution for an interlocal agreement with LOTT Clean Water Alliance for public health emergency support funding.
2. Do not approve the resolution

**Financial Impact:**

LOTT will reimburse the City of Olympia up to \$75,000 each for purchase of two hygiene/restroom trailers for use in emergency managed mitigation sites or tiny house sites for unhoused persons

**Attachments:**

Resolution  
Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE LOTT CLEAN WATER ALLIANCE FOR PUBLIC HEALTH EMERGENCY SUPPORT FUNDING.**

**WHEREAS**, the homeless crisis has resulted in a significant increase in human waste along streets, sidewalks, and other outdoor areas, and this poses a risk to public health and the environment, as runoff can carry bacteria and nutrients into storm drains and nearby surface waters; and

**WHEREAS**, the LOTT Board of Directors has established a Public Health Emergency Support Program to provide funding to LOTT's partner jurisdictions for efforts to improve management of human waste associated with homelessness; and

**WHEREAS**, the City is establishing one or more managed emergency sites for unhoused citizens to mitigate the homeless crisis, and the emergency managed mitigation sites will require the availability of basic hygiene services such as restroom facilities; and

**WHEREAS**, LOTT and the City desire to collaborate on efforts to protect public health and share common interest in projects that protect or enhance the quality of local surface waters, including LOTT's receiving water;

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

1. The Olympia City Council hereby approves the form of Interlocal Agreement between the City of Olympia and LOTT for public health emergency support funding and the terms and conditions contained therein.
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the Interlocal Agreement, and any other documents necessary to execute said Agreement, and to make any minor modifications as may be required and are consistent with the intent of the Agreement, or to correct any scrivener's errors.

**PASSED BY THE OLYMPIA CITY COUNCIL** this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA  
AND THE LOTT CLEAN WATER ALLIANCE  
FOR  
PUBLIC HEALTH EMERGENCY SUPPORT FUNDING**

This Agreement is entered into on this \_\_\_\_\_ day of December, 2018 between the LOTT CLEAN WATER ALLIANCE, a 501(c)(3) corporation acting as a public agency to provide wastewater resource management services (hereinafter "LOTT") and THE CITY OF OLYMPIA, a municipal corporation (hereinafter "City"). LOTT and the City, are referred to herein collectively as "the Parties".

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

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

WHEREAS, the homeless crisis has resulted in a significant increase in human waste along streets, sidewalks, and other outdoor areas, and this poses a risk to public health and the environment, as runoff can carry bacteria and nutrients into storm drains and nearby surface waters; and

WHEREAS, the LOTT Board of Directors has established a Public Health Emergency Support Program to provide funding to LOTT's partner jurisdictions for efforts to improve management of human waste associated with homelessness; and

WHEREAS, the City is establishing one or more managed emergency sites for unhoused citizens to mitigate the homeless crisis, and the emergency managed mitigation sites will require the availability of basic hygiene services such as restroom facilities; and

WHEREAS, LOTT and the City desire to collaborate on efforts to protect public health and share common interest in projects that protect or enhance the quality of local surface waters, including LOTT's receiving water;

NOW, THEREFORE, in consideration of the mutual promises contained herein and the documents incorporated herein, IT IS MUTUALLY AGREED AS FOLLOWS:

## I PURPOSE

- 1.1 It is the purpose of the Agreement to allow LOTT to provide funding to the City of Olympia for the purchase of hygiene equipment for use in providing public health services for unhoused persons.
- 1.2 This Agreement sets forth all terms and conditions agreed upon by LOTT and the City and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

## II SCOPE OF AGREEMENT

- 2.1 LOTT agrees to reimburse the City of Olympia up to \$75,000 each toward the City's purchase of up to two hygiene trailers or similar hygiene equipment for use in emergency managed mitigation sites or tiny house sites for unhoused persons.
- 2.2 The City agrees to utilize the equipment only for public health and hygiene purposes associated with providing public health services for unhoused persons within LOTT's service area.
- 2.3 LOTT agrees to waive any applicable Capacity Development Charges for connection of the hygiene trailers to the regional sewer system.
- 2.4 The parties agree that the City is responsible for the ownership, maintenance and operation of the hygiene equipment, and all costs associated with permitting, installing, operating, and maintaining the equipment. If the City allows the use of the hygiene equipment by contract at a site not operated by the City, the City may delegate

maintenance and operation of the hygiene equipment so long as the City retains ownership.

- 2.5 The parties agree that LOTT has no other responsibility under this agreement other than to provide funding toward the purchase of hygiene equipment.
- 2.6 In the event that the City no longer needs the equipment, they will either, 1) offer, at no cost, the equipment to other LOTT partner jurisdictions as surplus property for use in providing services to unhoused persons or surplus the equipment, or 2) sell the equipment and remit any funds received to LOTT within 30 days. If the City chooses to transfer the equipment to another LOTT partner jurisdiction, the receiving partner is required to sign an agreement with LOTT assuming the City's responsibilities under this Agreement concerning the equipment's usage, administration, operation, and disposition prior to taking possession of the equipment.

### III INDEMNIFICATION

- 3.0 The City agrees to indemnify, hold harmless and defend LOTT, its officers, officials, employees and agents, from any and all claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused by or arising out of the permitting, installing, operating, and maintaining of the hygiene equipment provided for in connection with this Agreement, except for claims arising out of the sole negligence of LOTT.

### IV LEGAL RELATIONS

- 4.0 No liability shall attach to the parties by reason of entering into this Agreement except as expressly provided herein.

### V ADMINISTRATION AND NOTICE

- 5.0 The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating performance under this Agreement. Wherever written notice is required under this Agreement, such notice shall be provided to the representatives designated

below. In the event such representatives are changed, the party making the change shall notify the other party.

LOTT's Representative

Justin Long  
Finance Director  
500 Adams Street NE  
Olympia, WA 98501  
(360) 528-5713

City's Representative

Colin DeForrest  
601 4<sup>th</sup> Avenue E  
Olympia, WA 98501  
(360) 709-2688

VI

GOVERNING LAW AND VENUE

- 6.0 This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

VII

WAIVER

- 7.0 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.

VIII  
SEVERABILITY

8.0 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.

IX  
EQUAL OPPORTUNITY TO DRAFT

9.0 The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that such party drafted the ambiguous language.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF OLYMPIA


LOTT CLEAN WATER ALLIANCE

\_\_\_\_\_  
By: Steven R. Hall  
Its: City Manager

\_\_\_\_\_  
By: Michael D. Strub  
Its: Executive Director

ATTEST: \_\_\_\_\_  
Maegen McAuliffe  
Corporate Secretary

Approved as to form:

By:   
Annaliese Harksen  
Deputy City Attorney

Approved as to form:

By: \_\_\_\_\_  
Jeffrey S. Myers  
Attorney for LOTT Clean Water  
Alliance



## City Council

### Approval of an Ordinance Relating to the Storm and Surface Water Utility and Repealing Section 13.16.170 of the Olympia Municipal Code

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.J  
**File Number:** 18-1170

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

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#### **Title**

Approval of an Ordinance Relating to the Storm and Surface Water Utility and Repealing Section 13.16.170 of the Olympia Municipal Code

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the Ordinance Relating to the Storm and Surface Water Utility and Repealing Section 13.16.170 of the Olympia Municipal Code on second reading.

#### **Report**

##### **Issue:**

Whether to repeal Olympia Municipal Code (OMC) Section 13.16.170.

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

Mark Barber, City Attorney, 360.753.8338

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

None - Consent Calendar Item.

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

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

Ordinance No. 5350 relating to storm drainage services charges was passed in 1992. The ordinance added a new section to OMC Chapter 13.16 pertaining to issuance of bonds for stormwater purposes.

Staff has researched whether or not bonds were ever issued for stormwater purposes after passage of Ordinance No. 5350 and has determined no such bonds were issued. OMC 13.16.170 is therefore



a nullity without legal effect and should be repealed.

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

None known.

**Options:**

1. Approve the Ordinance repealing OMC Section 13.16.170 on second reading.
2. Direct staff to make changes to the Ordinance repealing OMC Section 13.16.170.
3. Do not approve the Ordinance repealing OMC Section 13.16.170. This leaves a section in the OMC that is a nullity without legal effect.

**Financial Impact:**

None

**Attachments:**

Ordinance

Ordinance No. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO THE STORM AND SURFACE WATER UTILITY AND REPEALING SECTION 13.16.170 OF THE OLYMPIA MUNICIPAL CODE.**

**WHEREAS**, Olympia Municipal Code (OMC) Section 13.16.170, Sunset Clause, was enacted in 1992 by virtue of Ordinance No. 5350 relating to storm drainage services charges; and

**WHEREAS**, the bonds referenced in OMC 13.16.170 were never issued by the City; and

**WHEREAS**, the Olympia City Council finds that OMC 13.16.170 is therefore a nullity without legal effect and should be repealed;

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

**Section 1. Amendment of OMC 13.16.00.** Olympia Municipal Code Section 13.16.00 is hereby amended to read as follows:

Chapter 13.16  
STORM AND SURFACE WATER UTILITY

13.16.000 Chapter Contents

Sections:

- 13.16.010 Definitions.
- 13.16.017 Drainage design and erosion control manual – Adopted.
- 13.16.018 Drainage and erosion control manual – Provisions to prevail in event of conflict.
- 13.16.020 Permit required.
- 13.16.030 Nonpermitted uses of the storm drainage system.
- 13.16.040 Connection to the storm drainage system.
- 13.16.050 Charges for use of the storm drainage system.
- 13.16.060 Provision of abutting storm drainage system facilities.
- 13.16.070 Payment for connection to the storm drainage system.
- 13.16.080 Storm drainage system general facilities charge.
- 13.16.090 Credit for additional storm drainage detention/retention or water quality treatment.
- 13.16.120 Billing date.
- 13.16.130 Adjustment of charges and appeals.
- 13.16.140 Collection of delinquent charges.
- 13.16.160 Authority to operate, maintain and modify the utility.
- ~~13.16.170 Sunset clause.~~
- 13.16.180 Enforcement – Civil and Criminal Penalties – Public Nuisance.

**Section 2. Repeal of OMC 13.16.170.** Olympia Municipal Code Section 13.16.170 is hereby repealed:

**~~13.16.170 Sunset clause~~**

~~The rates as increased in the ordinance codified in this section shall revert back to the 1992 (prior to the ordinance codified in this section) level upon payment in full of the bonds issued by the city which are secured by said increase in rates.~~

**Section 3. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**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 thirty (30) days after publication, as provided by law.

\_\_\_\_\_  
MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**



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

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

### Approval of an Ordinance Reducing Impact Fees for Qualified Low-Income Housing Development Projects

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.K  
**File Number:** 18-1174

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

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#### **Title**

Approval of an Ordinance Reducing Impact Fees for Qualified Low-Income Housing Development Projects

#### **Recommended Action**

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

The Land Use and Environment Committee considered this issue at its April 18, 2018, meeting.

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

Move to approve the Ordinance Reducing Impact Fees for Qualifying Low-Income Housing Development Projects on second reading.

#### **Report**

##### **Issue:**

Whether to approve an ordinance reducing impacts for qualifying low-income housing development projects.

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

Keith Stahley, Director Community Planning and Development Department 360.753.8227

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

None - Consent Calendar Item.

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

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

The City of Olympia charges impact fees to defray the costs that new development has on the City's infrastructure. The City charges impact fees for parks as well as transportation. These fees are used as one of the funding sources to help to construct new parks and transportation facilities. The City also collects impact fees for the Olympia School District.

Impact fees are a commonly used funding source for infrastructure construction in the State of Washington. Most cities in the urban part of the state collect impact fees. In Thurston County the

cities of Olympia and Tumwater collect impact fees as does Thurston County. The City of Lacey does not collect impact fees; however, it does collect State Environmental Policy Act mitigation fees that serve a similar purpose.

Some communities choose to reduce impact fees for affordable housing projects. This practice is known as an Impact Fee Abatement or as an Impact Fee Waivers and Exemption.

Impact fee waivers or exemptions are less commonly used; however, many other cities throughout the state have adopted impact fee waiver and exemption regulations. A summary of communities and their regulations is attached. The Revised Code of Washington Chapter 82.02.060 Impact Fees that authorizes impact fee waivers and reductions is included in the summary.

An exemption may be granted under RCW 82.02.060(3) by local governments for low-income housing. A partial exemption of not more than 80 percent of impact fees may be granted, in which event there is no “explicit requirement” to pay the exempt portion of the fee from public funds “other than impact fee accounts.” On the other hand, a local government may provide a full waiver (which staff interprets to be 100 percent of impact fees), in which event the “remaining percentage of the exempted fee must be paid from public funds other than impact fee accounts.” Staff interprets this language to mean that the City would have to fund 20 percent of the impact fee with public funds (other than from impact fee accounts).

RCW 82.02.060(3) also conditions the exemption by requiring the developer to record a covenant that prohibits using the property for any purpose “other than for low-income housing,” and said covenant must address price restrictions and household income limits for the low-income housing. Subsection (3) also requires that if the property is converted to a use other than for low-income housing, the property owner must pay the applicable impact fees in “effect at the time of conversion.” These covenants must be recorded with the Auditor. The City’s exemption must also acknowledge that a school district who receives impact fees “must approve any exemption under subsection (2) of [RCW 82.02.060] or . . . subsection (3).” The Olympia School District Board of Directors approved that attached resolution agreeing to reduce school impact fees for qualifying low income projects on November 19, 2018.

Finally, per RCW 82.02.060, “low-income housing” means “housing with a monthly housing expense, that is no greater than thirty percent of eighty percent of the median family income adjusted for family size, for the county where the project is located, as reported by the United States department of housing and urban development.”

**Neighborhood/Community Interests:**

Affordable housing is an issue of community-wide interest.

**Options:**

1. Approve the Ordinance Reducing Impact Fees for Qualifying Low-Income Housing Development Projects on second reading.
2. Table consideration of the ordinance reducing impacts for qualifying low-income housing development to allow for additional staff and committee work.
3. Do not approve the Ordinance Reducing Impact Fees for Qualifying Low-Income Housing Development Projects.

**Financial Impact:**

In 2018 impact fees for a single family dwelling including parks, transportation and school fees total \$14,381 in the City of Olympia. Impact fees for a multiple family unit are \$8,678 and for a multiple family unit in Downtown are \$3,892. Staff estimates that approximately 40 units per year may qualify for this exemption reducing impact collections by between \$155,680 to \$575,240 depending on the location and type of unit constructed.

**Attachments:**

Ordinance  
Impact Fee Waiver White Paper  
Olympia School District Resolution No. 589

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING SECTION 15.04.060 OF THE OLYMPIA MUNICIPAL CODE REGARDING AN EXEMPTION FROM IMPACT FEES FOR LOW-INCOME HOUSING PROJECTS.**

**WHEREAS**, in 2012 the Washington State Legislature authorized municipalities to exempt qualified low-income housing from impact fees (RCW 82.02.060); and

**WHEREAS**, the Legislature authorized municipalities to grant an exemption of eighty percent (80%) of the impact fees with no requirement to pay the exempted portion of the fees from public funds; and

**WHEREAS**, the City Council considers and annually adopts a Consolidated Action Plan required by the U.S. Department of Housing and Urban Development (HUD) for the allocation of HUD funds that benefit low-income persons and low-income housing; and

**WHEREAS**, low-income housing projects which receive financial assistance from the City are subject to income, rent and price restrictions enforced through recorded covenants, ensuring affordability but also limiting funds available for development costs; and

**WHEREAS**, exemption of impact fees will enable low-income housing projects to become economically viable and produce more low-income housing units; and

**WHEREAS**, exemption from impact fees is categorically exempt from review under the State Environmental Policy Act;

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

**Section 1. Amendment of OMC 15.04.060.** Olympia Municipal Code Section 15.04.060 is hereby amended to read as follows:

**15.04.060 Exemptions**

A. The following shall be exempt from the payment of impact fees as follows:

1. Alteration of an existing nonresidential structure that does not expand the usable space or add any residential units shall be exempt from paying all impact fees;
2. Miscellaneous improvements, including, but not limited to, fences, walls, swimming pools, and signs shall be exempt from paying all impact fees;
3. Demolition or moving of a structure shall be exempt from paying all impact fees;
4. Expansion of an existing structure that results in the addition of one hundred twenty (120) square feet or less of gross floor area shall be exempt from paying all impact fees;

5. Replacement of a structure with a new structure of the same size and use at the same site or lot when such replacement occurs within seventy-two (72) months of the demolition or destruction of the prior structure shall be exempt from paying all impact fees. Replacement of a structure with a new structure of the same size shall be interpreted to include any structure for which the gross square footage of the building will not be increased by more than one hundred twenty (120) square feet. Such replacements shall be exempt from the payment of park, transportation impact fees, and school impact fees; provided that, park, transportation, and school impact fees will be charged for any additional residential units that are created in the replacement and, transportation impact fees shall be charged for any additional gross floor area greater than one hundred twenty (120) square feet added in the replacement;

6. Any form of housing intended for and solely occupied by persons sixty-two (62) years or older, including nursing homes and retirement centers, shall be exempt from the payment of school impact fees so long as those uses are maintained, and the necessary covenants or declaration of restrictions, in a form approved by the City Attorney and the School District attorney, required to ensure the maintenance of such uses, are recorded on the property;

7. The creation of an accessory dwelling unit shall be exempt from the payment of school impact fees and the creation of an accessory dwelling unit within an existing single family structure shall be exempt from the payment of park impact fees;

8. A single room occupancy dwelling shall be exempt from the payment of school impact fees;

9. A change in use where the increase in trip generation is less than the threshold stated in Section 15.04.040(C), Assessment of Impact Fees shall be exempt from paying transportation impact fees; or

10. Any form of low-income housing occupied by households whose income when adjusted for size, is at or below ~~80~~ eighty percent (80%) of the area median income, as annually adjusted by the U.S. Department of Housing and Urban Development shall be exempt from paying school impact fees provided that a covenant approved by the school district to assure continued use for low income housing is executed, and that the covenant is an obligation that runs with the land upon which the housing is located and is recorded against the title of the property.

11. Developments limited to residents who routinely receive assistance with activities of daily living such as, but not limited to, bathing, dressing, eating, personal hygiene, transferring, toileting, and mobility shall be exempt from paying park and school impact fees.

B. With respect to impact fees for parks and transportation, the Director shall be authorized to determine whether a particular development activity falls within an exemption identified in this Section, in any other



Section, or under other applicable law. Determinations of the Director shall be in writing and shall be subject to the appeals procedures set forth in OMC Chapter 18.75.

C. With respect to school impact fees, requests for an exemption shall be directed to District No. 111. District No. 111 shall determine whether a particular development activity falls within an exemption identified in this Section, in any other Section, or under other applicable law. District No. 111 shall forward its determination to the Director in writing, and the Director may adopt the determination of District No. 111 and may exempt or decline to exempt a particular development activity, or the Director may make an alternative determination and set forth the rationale for the alternative determination. Determinations of the Director shall be in writing and shall be subject to the appeals procedures set forth in OMC Chapter 18.75.

D. Upon application by the owner, a partial exemption of not more than eighty percent (80%) of park, transportation and school impact fees, with no explicit requirement to pay the exempted portion of the fee from public funds, may be granted to a low-income housing development, as defined below:

1. The Director, after consultation with the Directors of Parks and Public Works Transportation, may grant an exemption to a low-income housing project listed in an annual consolidated action plan approved by the City Council.
2. The City Council may grant an exemption to a low-income housing project not included in an annual consolidated action plan.
3. The decision to grant, partially grant or deny an exemption shall be based on the public benefit of the specific project, the extent to which the applicant has sought other funding sources, the financial hardship to the project of paying the impact fees, the impacts of the project on public facilities and services, and the consistency of the project with adopted City plans and policies relating to low-income housing.
4. An exemption granted under this subsection must be conditioned upon requiring the developer to record a covenant approved by the Director that prohibits using the property for any purpose other than for low-income housing as described in OMC Subsection 15.04.060.A.10. At a minimum, the covenant must address price restrictions and household income limits for the low-income housing, and require that, if the property is converted to a use other than for low-income housing as defined in the covenant, the property owner must pay the applicable impact fees in effect at the time of any conversion. Covenants required by this subsection must be recorded with the Thurston County Auditor.
5. "Low-income housing" means housing with a monthly housing expense that is no greater than thirty percent (30%) of eighty percent (80%) of the median family income adjusted for family size for Olympia, as reported by the United States Department of Housing and Urban Development.

**Section 2. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 3. 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 4. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 5. Effective Date.** This Ordinance shall take effect January 1, 2019, after its passage by the Olympia City Council and publication, as provided by law.

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**



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CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**

## Notes from the Municipal Research and Services Center

Here are some sample code provisions that exempt low-income housing from impact fees:

### A. Low-income Housing May be Exempt from Impact Fee

- Bainbridge Island Municipal Code, [Chapter 15.30 TRANSPORTATION IMPACT FEES](#), Subsection 15.30.070(9)
- Bellevue Municipal Code, [Chapter 22.16 TRANSPORTATION IMPACT FEE PROGRAM](#), Subsection 22.16.070(B)(2)
- Gig Harbor Municipal Code, [Chapter 19.12 IMPACT FEES\\*](#), Section 19.12.160

### B. Low-income Housing May be Exempt from a Percentage of the Impact Fee

- Covington Municipal Code, [Chapter 19.20 IMPOSITION OF IMPACT FEES](#), Section 19.20.080 - may request to be exempt from up to 80 percent of the impact fees imposed on a low-income housing units to be developed.
- Kirkland Municipal Code, [Chapter 27.04 TRANSPORTATION IMPACT FEES\\*](#), Section 27.04.050(7) - Low-income housing may request an exemption of 80 percent of the required impact fee.
- Mercer Island Municipal Code, [Chapter 19.19 TRANSPORTATION IMPACT FEES](#), Section 19.19.070 - Reconstruction, remodeling or construction of low-income housing units may request an exemption of 80 percent of the required impact fee.

## City of Bellingham:

### Chapter 19 “Impact Fees” of the BMC:

B. Upon application by the owner, a partial exemption of not more than **80 percent of park impact fees**, with no explicit requirement to pay the exempted portion of the fee from public funds, may be granted to a low-income housing development, as defined below:

1. The director of planning and community development, after consultation with the director of parks, may grant an exemption to a low-income housing project listed in an annual consolidated action plan approved by city council.
2. The city council may grant an exemption to a low-income housing project not included in an annual consolidated action plan.

3. The decision to grant, partially grant or deny an exemption shall be based on the public benefit of the specific project, the extent to which the applicant has sought other funding sources, the financial hardship to the project of paying the impact fees, the impacts of the project on public facilities and services, and the consistency of the project with adopted city plans and policies relating to low-income housing.

4. An exemption granted under this subsection must be conditioned upon requiring the developer to record a covenant approved by the director of planning and community development that prohibits using the property for any purpose other than for low-income housing. At a minimum, the covenant must address price restrictions and household income limits for the low-income housing, and require that, if the property is converted to a use other than for low-income housing as defined in the covenant, the property owner must pay the applicable impact fees in effect at the time of any conversion. Covenants required by this subsection must be recorded with the Whatcom County auditor.

5. “Low-income housing” means housing with a monthly housing expense that is no greater than 30 percent of 80 percent of the median family income adjusted for family size, for Bellingham, as reported by the United States Department of Housing and Urban Development. [Ord. [2015-07-029](#) § 1; Ord. [2009-04-020](#); Ord. [2007-10-080](#); Ord. [2006-02-012](#)].

E. Upon application by the owner, a partial exemption of not more than **80 percent of transportation impact fees**, with no explicit requirement to pay the exempted portion of the fee from public funds, may be granted to a low-income housing development, as defined below:

1. The director of planning and community development, after consultation with the director of public works, may grant an exemption to a low-income housing project listed in an annual consolidated action plan approved by city council.

2. The city council may grant an exemption to a low-income housing project not included in an annual consolidated action plan.

3. The decision to grant, partially grant or deny an exemption shall be based on the public benefit of the specific project, the extent to which the applicant has sought other funding sources, the financial hardship to the project of paying the impact fees, the impacts of the project on public facilities and services, and the consistency of the project with adopted city plans and policies relating to low-income housing.

4. An exemption granted under this subsection must be conditioned upon requiring the developer to record a covenant approved by the director of planning and community development that prohibits using the property for any purpose other than for low-income housing. At a minimum, the covenant must address price restrictions and household income limits for the low-income housing, and require that, if the property is converted to a use other than for low-income housing as defined in the covenant, the property owner must pay the applicable impact fees in effect at the time of any conversion. Covenants required by this subsection must be recorded with the Whatcom County auditor.

5. “Low-income housing” means housing with a monthly housing expense that is no greater than 30 percent of 80 percent of the median family income adjusted for family size, for Bellingham, as reported by the United States Department of Housing and Urban Development. [Ord. [2016-08-031](#) § 3; Ord. [2015-07-029](#) § 2; Ord. [2011-01-003](#); Ord. [2009-04-021](#); Ord. [2006-11-106](#)].

2. Upon application by the owner, a partial exemption of not more than **80 percent of school impact fees**, with no explicit requirement to pay the exempted portion of the fee from public funds, may be granted to a low-income housing development, as defined below:

a. The director of planning and community development, after approval by the Bellingham School District, may grant an exemption to a low-income housing project listed in an annual consolidated action plan approved by city council.

b. The city council, after approval by the Bellingham School District, may grant an exemption to a low-income housing project not included in an annual consolidated action plan.

c. The decision of the director of planning and community development or the city council, as applicable, to grant, partially grant or deny an exemption shall be based on the public benefit of the specific project, the extent to which the applicant has sought other funding sources, the financial hardship to the project of paying the impact fees, the impacts of the project on school facilities and services, and the consistency of the project with adopted city plans and policies relating to low-income housing.

d. An exemption granted under this subsection must be conditioned upon requiring the developer to record a covenant approved by the director of planning and community development that prohibits using the property for any purpose other than for low-income housing. At a minimum, the covenant must address price restrictions and household income limits for the low-income housing, and require that, if the property is converted to a use other than for low-income housing as defined in the covenant, the property owner must pay the applicable impact fees in effect at the time of any conversion. Covenants required by this subsection must be recorded with the Whatcom County auditor.

e. "Low-income housing" means housing with a monthly housing expense that is no greater than 30 percent of 80 percent of the median family income adjusted for family size, for Bellingham, as reported by the United States Department of Housing and Urban Development.

3. To avoid delay pending resolution of the adjustment or appeal, school impact fees may be paid under protest in order to obtain a development approval.

4. Failure to exhaust this administrative remedy shall preclude appeals of the school impact fee pursuant to subsection (B) of this section.

## City of Vancouver, Washington

### Section 20.915.080 Impact Fee Exemptions, Reductions, and Waivers.

A. Exemptions from impact fees. The following developments shall be exempt from the requirement for payment of impact fees: publicly operated elementary, middle, junior high and senior high schools, and administrative, maintenance and other facilities of a school district and facilities of an Educational Service District.

B. Exemption or waiver from impact fees for low income housing pursuant to RCW 82.02.060(2).

Pursuant to RCW 82.02.060(2), the Review Authority may grant a total or partial exemption or waiver from impact fees for housing developments containing up to three dwelling units and qualifying as low-income housing as defined in this Chapter, to be owned and occupied by, or leased to, low-income persons.

Requests for exemption and/or waiver for four or more dwelling units must be approved by the City Council. No such impact fee exemption and/or waiver shall be granted for any low income housing that has been granted a property tax exemption pursuant to VMC 3.22, Multi-family Tax Abatement. Any such exemption or waiver shall be subject to:

1. Provision being made for payment of the impact fee from public funds other than impact fee accounts; and
2. Adequate documentation that the housing meets appropriate standards regarding household income, rent levels, sales price, location, and number of units;

C. Alternative exemption from impact fees for low-income housing pursuant to RCW 82.02.060(3).

Pursuant to RCW 82.02.060(3), the City Council may grant an alternative exemption for low-income housing under this Subsection C. No such impact fee exemption and/or waiver shall be granted for any low income housing that has been granted a property tax exemption pursuant to VMC 3.22, Multi-family Tax Abatement

1. The City Council may either:
  - a. Grant a partial exemption of not more than eighty percent of impact fees, in which case there is no requirement to pay the exempted portion of the fee from public funds other than impact fee accounts; or
  - b. Provide a full waiver, in which case the remaining percentage of the exempted fee must be paid from public funds other than impact fee accounts; and
2. Compliance with all of the requirements of Subsection D of VMC 20.915.080 is required.

D. An exemption for low-income housing granted under Subsection B or C of this section must comply with all of the following conditions:

1. The developer shall record a covenant with the Clark County Auditor. The covenant must:

a. Prohibit using the property for any purpose other than for low-income housing.

b. Require that if the property is converted to a use other than for low-income housing, the property owner must pay the applicable impact fees in effect at the time of conversion.

c. Define low-income housing as housing for which the monthly housing expense is no greater than thirty percent of eighty percent of the median family income adjusted for family size for Clark County, Washington, as reported by the United States Department of Housing and Urban Development.

2. When the City grants an exemption for low-income housing granted under Subsection B or C of this section, it may not collect revenue lost through the granting of the exemption by increasing impact fees unrelated to the exemption.

3. A school district that receives school impact fees collected by the City must consent in writing prior to City approval of any exemption from school impact fees granted under Subsection B or C of this section. Failure of a school district to provide consent in writing within 30 days of written request for approval by the City shall constitute disapproval of the requested exemption.



## RCW 82.02.060

### Impact fees—Local ordinances—Required provisions.

The local ordinance by which impact fees are imposed:

(1) Shall include a schedule of impact fees which shall be adopted for each type of development activity that is subject to impact fees, specifying the amount of the impact fee to be imposed for each type of system improvement. The schedule shall be based upon a formula or other method of calculating such impact fees. In determining proportionate share, the formula or other method of calculating impact fees shall incorporate, among other things, the following:

(a) The cost of public facilities necessitated by new development;

(b) An adjustment to the cost of the public facilities for past or future payments made or reasonably anticipated to be made by new development to pay for particular system improvements in the form of user fees, debt service payments, taxes, or other payments earmarked for or proratable to the particular system improvement;

(c) The availability of other means of funding public facility improvements;

(d) The cost of existing public facilities improvements; and

(e) The methods by which public facilities improvements were financed;

(2) May provide an exemption for low-income housing, and other development activities with broad public purposes, from these impact fees, provided that the impact fees for such development activity shall be paid from public funds other than impact fee accounts;

(3) May provide an exemption from impact fees for low-income housing. Local governments that grant exemptions for low-income housing under this subsection (3) may either: Grant a partial exemption of not more than eighty percent of impact fees, in which case there is no explicit requirement to pay the exempted portion of the fee from public funds other than impact fee accounts; or provide a full waiver, in which case the remaining percentage of the exempted fee must be paid from public funds other than impact fee accounts. An exemption for low-income housing granted under subsection (2) of this section or this subsection (3) must be conditioned upon requiring the developer to record a covenant that, except as provided otherwise by this subsection, prohibits using the property for any purpose other than for low-income housing. At a minimum, the covenant must address price restrictions and household income limits for the low-income housing, and that if the property is converted to a use other than for low-income housing, the property owner must pay the applicable impact fees in effect at the time of conversion. Covenants required by this subsection must be recorded with the applicable county auditor or recording officer. A local government granting an exemption under subsection (2) of this section or this subsection (3) for low-income housing may not collect revenue lost through granting an exemption by increasing impact fees unrelated to the exemption. A school district who receives school impact fees must approve any exemption under subsection (2) of this section or this subsection (3);

(4) Shall provide a credit for the value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer, to facilities that are identified in the capital facilities plan and that are required by the county, city, or town as a condition of approving the development activity;

(5) Shall allow the county, city, or town imposing the impact fees to adjust the standard impact fee at the time the fee is imposed to consider unusual circumstances in specific cases to ensure that impact fees are imposed fairly;

(6) Shall include a provision for calculating the amount of the fee to be imposed on a particular development that permits consideration of studies and data submitted by the developer to adjust the amount of the fee;

(7) Shall establish one or more reasonable service areas within which it shall calculate and impose impact fees for various land use categories per unit of development; and

(8) May provide for the imposition of an impact fee for system improvement costs previously incurred by a county, city, or town to the extent that new growth and development will be served by the previously constructed improvements provided such fee shall not be imposed to make up for any system improvement deficiencies.

For purposes of this section, "low-income housing" means housing with a monthly housing expense, that is no greater than thirty percent of eighty percent of the median family income adjusted for family size, for the county where the project is located, as reported by the United States department of housing and urban development.

[ [2012 c 200 § 1](#); [1990 1st ex.s. c 17 § 44.](#)]

**RESOLUTION 589  
CAPITAL FACILITIES PLAN 2019-2024**

**WHEREAS**, the Olympia School District No. 111 (the "District") is responsible for providing public educational services at the elementary, middle and high school levels to students now residing or who will reside in the District, and;

**WHEREAS**, new residential developments have major impacts on the public school facilities in the District, and;

**WHEREAS**, the District is often unable to fund and construct permanent school facilities to keep pace with the rate residential developments are constructed, and;

**WHEREAS**, the intent of the Legislature in enacting the Growth Management Act (the "GMA") is to ensure that adequate facilities are available to serve new growth and development, and;

**WHEREAS**, the GMA authorizes impact fees in order to provide an additional source of revenue for financing public facilities, and;

**WHEREAS**, the GMA authorizes counties, cities and towns to impose school impact fees on behalf of school districts, and;

**WHEREAS**, the District desires to cooperate with the cities of Olympia and Tumwater (the "cities") and with Thurston County in the implementation of the GMA and in the assessment and collection of school impact fees, and;

**WHEREAS**, the GMA requires impact fees to be imposed through established procedures and criteria, and;

**WHEREAS**, the GMA requires a schedule of fees for each type of development activity and requires that the schedule be based upon a formula or other method of calculating such impact fees, and;

**WHEREAS**, the GMA permits local jurisdictions to provide for an exemption from the payment of impact fees for low-income housing and other development activities with broad public purposes; and

**WHEREAS**, the Board of Directors supports such an exemption for low-income housing located within the District; and

**WHEREAS**, the District has studied the need for additional school facilities to serve new developments and has developed a Capital Facilities Plan, and;

**WHEREAS**, the District has reviewed the cost of providing school facilities and evaluated the need for new revenues to finance additional facilities, and;

**WHEREAS**, the District has developed, after extensive study and analysis, a methodology for calculating school impact fees, and;

**WHEREAS**, the results of the study are set forth in the *Olympia School District Capital Facilities Plan (the "CFP") 2019-2024*, and;

**WHEREAS**, the CFP provides a schedule of fees for each type of development activity in compliance with the GMA;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Olympia School District No. 111, Thurston County, Washington, as follows:

1. That the Board of Directors of the Olympia School District No. 111, hereby adopts the *Olympia School District Capital Facilities Plan 2019-2024*, which sets forth, among other components, the need for district capital projects, the cost of providing school facilities, the need for new revenues to finance additional facilities, the methodology for calculating school impact fees, and a schedule of fees for each type of development activity as required by the GMA; and,
2. That the Board of Directors of the Olympia School District No. 111 requests the cities of Olympia and Tumwater, and Thurston County, to adopt the CFP as the basis for imposing school impact fees within the cities of Olympia and Tumwater, and in Thurston County; and,
3. That the Board of Directors of the Olympia School District No. 111 requests the cities of Olympia and Tumwater to provide for an exemption from the payment of school impact fees for low-income housing, and that Thurston County include such an exemption in a County ordinance adopting school impact fees.

**ADOPTED** by the Board of Directors of the Olympia School District No. 111, Thurston County, Washington, at an open public meeting thereof, notice of which was given as required by law, held the 19th day of November, 2018, the following Directors being present and voting therefore:

OLYMPIA SCHOOL DISTRICT NO. 111  
A municipal corporation of the State of Washington

  
\_\_\_\_\_  
Frank Wilson, President

  
\_\_\_\_\_  
Joellen Wilhelm, Vice President

  
\_\_\_\_\_  
Leslie Huff, Director

  
\_\_\_\_\_  
Hilary Seidel, Director

  
\_\_\_\_\_  
Scott Clifthorne, Director

Attest:

  
\_\_\_\_\_  
Patrick C. Murphy, Ed.D., Superintendent  
Secretary to the Board of Directors



## City Council

### Approval of an Ordinance Amending Transportation Impact Fees

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.L  
**File Number:** 18-0153

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

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**Title**

Approval of an Ordinance Amending Transportation Impact Fees

**Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Move to approve the ordinance amending Transportation Impact Fees on second reading.

**Report**

**Issue:**

Whether to amend Transportation Impact Fees.

**Staff Contact:**

David Smith, Project Engineer, Public Works - Transportation, 360.753.8496

**Presenter(s):**

None - Consent Calendar Item.

**Background and Analysis:**

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

The City charges developers a Transportation Impact Fee to offset the impact of new development on the transportation system. Transportation Impact Fees fund future transportation capital improvement projects. The cost is calculated based on the type of land use and the projected number of afternoon, peak-hour vehicle trips generated by the development.

On an annual basis, staff adjusts project costs to remain current with the cost of labor, construction materials, and real property. Staff makes updates to the Transportation Impact Fee Rate Study approximately every three to five years. The last update was in 2016.

Updates affecting the Transportation Impact Fee Rate Schedule include:

1. Removing the Boulevard Road and Morse-Merryman Intersection Improvements since the project is completed.
2. Removing the Log Cabin Road Extension design funding since this project is beyond the six-year planning timeframe.
3. Inflating project estimates for cost of labor, construction materials, and real property.
4. Addition of Missing Middle land use categories and associated fees.

Staff recommends revising the Transportation Impact Fee Ordinance to reflect the above changes. The proposed amendments to the Transportation Impact Fee Ordinance are attached.

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

Public Hearings were held on October 23 and November 13, 2018. The City Council did not receive any comments concerning the decrease in Transportation Impact Fees.

**Options:**

1. Approve the ordinance amending Transportation Impact Fees on first reading and forward to second reading. Impact Fees will reflect the most recent updates to project costs.
2. Approve the ordinance with changes to some of the proposed Transportation Impact Fee rates. Staff will incorporate any changes recommended by Council in the ordinance for second reading.

**Financial Impact:**

The Transportation Impact Fee will decrease from \$2,957 to \$2,782 per new afternoon peak hour trip. This represents a 5.9 percent decrease.

**Attachments:**

Ordinance  
Cost Distribution

Ordinance No. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON AMENDING TRANSPORTATION IMPACT FEES, AND AMENDING SECTION 15.16.040 OF THE OLYMPIA MUNICIPAL CODE.**

**WHEREAS**, RCW 82.02.050 - .090 authorizes the City of Olympia to adopt an ordinance imposing impact fees; and

**WHEREAS**, in Ordinance Nos. 5490 and 6164, the City of Olympia did adopt such impact fees, to include "Transportation Impact Fees"; and

**WHEREAS**, the City Council has called for an annual review of impact fees, concurrent with the annual review of the Capital Facilities Plan (CFP) element of the City's Comprehensive Plan, to consider adjustments to the fees; and

**WHEREAS**, following said review of the 2019-2024 CFP, the Olympia City Council desires to amend Transportation Impact Fees to account for projects fully funded, completed, removed, costs of labor, construction materials, and real property; and

**WHEREAS**, this Ordinance is adopted pursuant to Article 11, Section 11, of the Washington Constitution; and

**WHEREAS**, this Ordinance is supported by the staff report, attachments, and documents on file with the Department of Public Works;

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

**Section 1. Amendment of OMC 15.16.040. Olympia Municipal Code Section 15.16.040 is hereby amended to read as follows:**

**15.16.040 Schedule D, Transportation Impact Fees**

**SCHEDULE D  
TRANSPORTATION IMPACT FEE RATE SCHEDULE  
Effective January 1, ~~2018~~2019**

Land Uses	Unit of Measure	Rate
<b>Cost per New Trip Generated:</b>		<del>\$2,957</del> <b>\$2,782</b>
<i>Residential</i>		
Single Family (Detached), <u>Townhouse &amp; Manufactured Home</u>	dwelling	<del>\$3,450</del> <b>\$3,213</b>

**SCHEDULE D  
TRANSPORTATION IMPACT FEE RATE SCHEDULE  
Effective January 1, 20182019**

Land Uses	Unit of Measure	Rate
Multi Family, <del>Townhouse</del> & Duplex, Triplex, Fourplex, Cottage Housing & Courtyard Apartment	dwelling	\$2,261 <u>\$1,921</u>
Apartment (3 to 10 levels) includes Studio	dwelling	\$1,510
Senior Housing, & Accessory Dwelling & Single-Room Occupancy	dwelling	\$856 <u>\$727</u>
Mobile Home	dwelling	\$2,035 <u>\$1,493</u>
<i>Commercial – Services</i>		
Bank	sq ft / GFA	\$23.35 <u>\$21.97</u>
Day Care	sq ft / GFA	\$24.33 <u>\$22.89</u>
Hotel/Motel	room	\$2,366 <u>\$2,226</u>
Service Station <sup>1</sup>	fueling position	\$9,961 <u>\$9,371</u>
Quick Lubrication Vehicle Shop	servicing positions	\$6,088 <u>\$5,727</u>
Automobile Care Center	sq ft / GLA	\$5.06 <u>\$4.76</u>
Movie Theater	seat	\$135 <u>\$127</u>
Health Club	sq ft / GFA	\$8.09 <u>\$7.61</u>
Marina	berth	\$523 <u>\$492</u>
<i>Institutional</i>		
Elementary /Jr. High/ High School	student	\$205 <u>\$193</u>
University/College	student	\$452 <u>\$426</u>
Church	sq ft / GFA	\$2.01 <u>\$1.89</u>
Hospital	sq ft / GFA	\$3.67 <u>\$3.45</u>
Assisted Living, Nursing Home, Group Home	bed	\$607 <u>\$571</u>
<i>Industrial</i>		
Light Industry/Manufacturing/Industrial Park	sq ft / GFA	\$4.27 <u>\$4.02</u>
Warehousing/Storage	sq ft / GFA	\$1.61 <u>\$1.51</u>



**SCHEDULE D  
TRANSPORTATION IMPACT FEE RATE SCHEDULE  
Effective January 1, ~~2018~~2019**

Land Uses	Unit of Measure	Rate
Mini Warehouse	sq ft / GFA	<del>\$1.31</del> <u>\$1.23</u>
<i>Restaurant</i>		
Restaurant	sq ft / GFA	<del>\$14.06</del> <u>\$13.22</u>
Fast Food Restaurant	sq ft / GFA	<del>\$32.18</del> <u>\$30.28</u>
Coffee/Donut Shop with Drive-Through Window	sq ft / GFA	<del>\$27.42</del> <u>\$25.80</u>
Coffee/Donut Shop with Drive-Through Window and No Indoor Seating	sq ft / GFA	<del>\$10.57</del> <u>\$9.95</u>
<i>Commercial – Retail</i>		
Retail Shopping Center:		
up to 49,999	sq ft / GLA	<del>\$6.07</del> <u>\$5.71</u>
50,000-99,999	sq ft / GLA	<del>\$5.36</del> <u>\$5.04</u>
100,000-199,999	sq ft / GLA	<del>\$5.27</del> <u>\$4.96</u>
200,000-299,999	sq ft / GLA	<del>\$4.82</del> <u>\$4.54</u>
300,000-399,999	sq ft / GLA	<del>\$5.74</del> <u>\$5.40</u>
over 400,000	sq ft / GLA	<del>\$6.48</del> <u>\$6.09</u>
Supermarket > 5,000 SF	sq ft / GFA	<del>\$12.56</del> <u>\$11.82</u>
Convenience Market < 5,000 SF	sq ft / GFA	<del>\$32.91</del> <u>\$30.96</u>
Furniture Store	sq ft / GFA	<del>\$0.35</del> <u>\$0.33</u>
Car Sales - New/Used	sq ft / GFA	<del>\$9.50</del> <u>\$8.94</u>
Nursery/Garden Center	sq ft / GFA	<del>\$10.06</del> <u>\$9.46</u>
Pharmacy/Drugstore	sq ft / GFA	<del>\$6.62</del> <u>\$6.22</u>
Hardware/Building Materials Store < 25,000 SF	sq ft / GFA	<del>\$5.58</del> <u>\$5.25</u>
Discount Merchandise Store (Free Standing)	sq ft / GFA	<del>\$6.16</del> <u>\$5.79</u>
Video Rental	sq ft / GFA	<del>\$10.25</del> <u>\$9.65</u>
Home Improvement Superstore > 25,000 SF	sq ft / GFA	<del>\$2.80</del> <u>\$2.63</u>
Miscellaneous Retail	sq ft / GLA	<del>\$5.79</del> <u>\$5.45</u>

**SCHEDULE D**  
**TRANSPORTATION IMPACT FEE RATE SCHEDULE**  
**Effective January 1, ~~2018~~2019**

Land Uses	Unit of Measure	Rate
<i>Commercial – Office</i>		
Administrative Office:		
0-99,999	sq ft / GFA	\$12.17 <u>\$11.45</u>
100,000-199,999	sq ft / GFA	\$7.42 <u>\$6.98</u>
200,000-299,999	sq ft / GFA	\$6.47 <u>\$6.09</u>
over 300,000	sq ft / GFA	\$6.06 <u>\$5.70</u>
Medical Office/Clinic	sq ft / GFA	\$12.67 <u>\$11.92</u>
<i>Downtown<sup>2</sup> Fees</i>		
<u>Apartment includes All Multi Family Uses, Townhouse, &amp; Duplex/Studio</u>	dwelling	\$990 <u>\$901</u>
<u>Senior Housing, &amp; Accessory Dwelling &amp; Single Room Occupancy</u>	dwelling	\$375 <u>\$434</u>
Assisted Living, Nursing Home, Group Home	bed	\$362 <u>\$341</u>
Hotel/Motel	room	\$1,411 <u>\$1,328</u>
Movie Theater	seat	\$87 <u>\$82</u>
Marina	berth	\$312 <u>\$293</u>
Downtown Services/Retail <sup>3</sup>	sq ft / GLA	\$3.82 <u>\$3.59</u>
Administrative Office:		
0-99,999	sq ft / GFA	\$8.41 <u>\$7.91</u>
100,000-199,999	sq ft / GFA	\$5.13 <u>\$4.82</u>
200,000-299,999	sq ft / GFA	\$4.47 <u>\$4.20</u>
over 300,000	sq ft / GFA	\$4.19 <u>\$3.94</u>
Medical Office/Clinic	sq ft / GFA	\$8.75 <u>\$8.23</u>
Industrial Park	sq ft / GFA	\$2.95 <u>\$2.78</u>
Warehousing/Storage	sq ft / GFA	\$1.11 <u>\$1.05</u>
Mini Warehouse	sq ft / GFA	\$0.90 <u>\$0.85</u>

Notes: For uses with Unit of Measure in "sq ft / GFA" or "sq ft/GLA", impact fee is dollars per square foot.

- 1) Service Station can include Mini Mart (less than or equal to 2,500 square feet) and/ or Car Wash. Mini Mart greater than 2,500 square feet is calculated separately.
- 2) Downtown: As defined in Olympia Municipal Code 15.04.020.O.
- 3) Downtown Services/Retail includes Retail Stores, Restaurants, Supermarkets, Convenience Markets, Video Rentals, Banks, Health Clubs, Day Cares, and Libraries.

**Section 2. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 3. 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 4. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 5. Effective Date.** This Ordinance shall take effect January 1, 2019, after its passage by the Olympia City Council and publication, as provided by law.

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**



CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**

## Transportation Impact Fee Cost Distribution

PROJECT/STREET	A1	A15	A18	A19	A20
	COST	Total Funds Appropriated or Assigned through May 7, 2018	Not Debt Financed	Payment Schedule for Horizon Year Debt Based on Bond Issuance	Total Funds Needed for Horizon Year A18+ A19
Fones Road - 18th Avenue to Pacific (CG23)	\$15,988,800	\$395,974	\$15,592,826	\$0	\$15,592,826
Henderson Boulevard & Eskridge Boulevard Intersection Improvements	\$1,005,400	\$132,083	\$873,317	\$0	\$873,317
Wiggins Road & 37th Avenue Intersection Improvements	\$727,700	\$253,817	\$473,883	\$0	\$473,883
Cain Road & North Street Intersection Improvements	\$442,500	\$20,387	\$422,113	\$0	\$422,113
US 101/West Olympia Access Project - Design, Environmental Permits and Mitigation, and ROW	\$6,622,100	\$692	\$6,621,408	\$0	\$6,621,408
Debt Service	\$2,615,675	\$0		\$2,615,675	\$2,615,675
	\$0	\$0			\$0
<b>Total</b>	<b>\$27,402,175</b>	<b>\$802,953</b>	<b>\$23,983,547</b>	<b>\$2,615,675</b>	<b>\$26,599,222</b>
<b>Percent of new project traffic due to growth within City of Olympia and UGA</b>		<b>64.800000%</b>			
<b>Project Costs Allowable for Impact Fees</b>		<b>\$17,236,296</b>			
<b>New PM Peak Hour Trips</b>		<b>6,241</b>			
<b>Cost Per Trip without Administration Fee</b>		<b>\$2,762</b>			
<b>Administration Fee</b>		<b>\$20</b>			
<b>Cost Per Trip with Administration Fee</b>		<b>\$2,782</b>			



## City Council

### Approval of an Ordinance Adopting the 2019 Utility Rates and General Facilities Charges

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.M  
**File Number:** 18-1069

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

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#### **Title**

Approval of an Ordinance Adopting the 2019 Utility Rates and General Facilities Charges

#### **Recommended Action**

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

The proposed rates and charges reflect recommendations from the City Council and the Utility Advisory Committee. City Council reviewed the proposed 2019 utility rates and general facility charges (GFCs) on October 23, 2018, and the City Council held a public hearing on November 13, 2018. Utility rates were further discussed on November 21, 2018. The review considered recommendations forwarded to Council by the Utility Advisory Committee.

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

Move to approve the ordinance adopting the 2019 utility rates and general facilities charges on second reading.

#### **Report**

##### **Issue:**

Whether to approve an ordinance adopting the 2019 utility rates and general facility charges (GFC). Increases in LOTT Clean Water Alliance rates and capacity development charges are also included in the ordinance.

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

Gary Franks, Director, Public Works Waste ReSources, 360.753.8780  
Andy Haub, P.E., Director, Public Works Water Resources, 360.753.8475

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

None - Consent Calendar Item.

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

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

City of Olympia provides vital utility services to our community. The City has four utilities:

- Drinking Water
- Storm and Surface Water
- Wastewater
- Waste ReSources

For 2019, staff is proposing rate increases for the Storm and Surface Water (5.1%) and Waste ReSources (5.5%) utilities. Staff is not proposing rate increases for either the Drinking Water or Wastewater utilities. Key rate drivers in 2019 include the need for additional funding to counter struggling recycle markets, sea level rise response, and an increased municipal utility tax rate.

A general facility charge (GFC) increase is proposed for the Storm and Surface Water utility. GFCs are charged to new development as a condition of connecting to and using the existing City infrastructure system.

Lacey, Olympia, Tumwater, Thurston County (LOTT) Clean Water Alliance Board of Directors has approved increases for both monthly wastewater treatment rates and their capital development charge (CDC). The CDC is similar to the City's GFC. The City collects monthly rates and CDCs for LOTT through the utility billing and development permitting processes.

If approved, the overall increase in rates for a typical residential customer in 2019 will be approximately 2.5 percent or a \$6.38 increase in their bi-monthly bills. City GFCs and LOTT capacity development charges will increase \$358 for a new single family home.

The proposed 2019 utility rates and GFCs are consistent with the Council-adopted utility master plans and the City of Olympia's Comprehensive Plan. The Utilities provide key public and environmental health services for our community.

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

City utilities provide important public health services for Olympia residents. Utility rates are set to ensure reliable, uninterrupted levels of service.

**Options:**

1. Approve the ordinance adopting the 2019 utility rates and general facility charges.

Implications:

- Supports essential City public and environmental health services.
- Increases rates for customers and charges for new development.

2. Modify or decline the proposed 2019 increases.

Implications:

- Avoids, or lessens additional customer costs.
- Risk failures in fulfilling City public and environmental health responsibilities.

**Financial Impact:**

The proposed rate and GFC increases will generate revenue to implement Council-adopted utility master plans and ensure financially responsible management of City utilities.

**Attachments:**

Ordinance

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO UTILITY FEES AND CHARGES AND AMENDING SECTION 4.24.010 OF THE OLYMPIA MUNICIPAL CODE**

**WHEREAS**, the City's utilities are managed with a goal of resource sustainability in order to maintain, rebuild, expand systems, and prepare for revenue variability; and

**WHEREAS**, the City Council intends to meet the goals and polices for utility fiscal management set forth in the Comprehensive Plan and utility master plans; and

**WHEREAS**, the City Council intends to promote rate equity through cost recovery by customer class, and to smooth out rate spikes over a period of up to six years, the time period for which the CFP is developed; and

**WHEREAS**, the City's Storm and Surface Water Utility and the Wastewater Utility are managed to maintain minimum operating expense reserves of ten (10) percent, and the Drinking Water Utility is managed to maintain minimum operating expense reserves of twenty five (25) percent; and

**WHEREAS**, in order to incorporate the foregoing principles into City Drinking Water Utility, City Storm and Surface Water Utility, City Wastewater Utility and LOTT Cleanwater Alliance (LOTT) wastewater treatment rates, the City Council received recommendations from the Utility Advisory Committee, held hearings, and reviewed the utility rates set forth in this Ordinance; and

**WHEREAS**, pursuant to the Interlocal Cooperation Act Agreement for Sewer Treatment, the LOTT Board of Directors is empowered to "impose, alter, regulate, and control rates, charges, and assessments;" and the LOTT Board of Directors held a public hearing and approved certain rate increases, which the City Council must annually adopt;

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

**Section 1. Amendment of OMC 4.24.010. Section 4.24.010 of the Olympia Municipal Code is hereby amended to read as follows:**

**4.24.010 Computation and assessment of charges**

The rates set forth below do not reflect any possible surcharges or discounts provided to a parcel of property or customer under any provision of city ordinances or taxes assessed directly upon customers for which the city acts as collection agent.

**A. WATER**

1. Occupant turning on water after delinquent shutoff penalty \$10.00 .OMC 13.04.360



2. Delinquency notification penalty	\$_10.00	OMC 13.04.430
3. Service disconnected/water reconnect for nonpayment penalty	\$_25.00	OMC 13.04.430
4. Water for commercial construction purposes	\$_50.00 per month plus consumption charge	OMC 13.04.410
5. Water for residential building construction purposes	Flat fee of \$_50.00 paid along with building permit fee	OMC 13.04.410
6. Non-emergency after-hours water service turn on/shut off	\$_110.00	OMC 13.04.340
7. Water General Facility Charges, assessed and payable as provided in OMC 13.04.375:		OMC 13.04.375

Meter Size	AWWA Capacity Factor	GFC
3/4"	1.00	\$_4,433
1" Residential Fire Sprinkler	1.00	\$_4,433
1"	1.67	\$_7,483
1 1/2"	3.33	\$_14,920
2"	5.33	\$_23,881
3"	10.67	\$_46,670
4"	16.33	\$_73,168
6"	33.33	\$_149,338
8"	53.33	\$_238,951
10"	76.67	\$_347,419
12"	100.00	\$_448,064

This charge shall be assessed in addition to any other charges or assessments levied under this chapter.

8. Water Meter Rates—Inside City Limits:

a. **Schedule I: Monthly Charges.**

The following is the monthly charge based upon meter size for all consumers. Monthly charges for meter sizes not listed in the schedule shall correspond to the next larger meter size listed.

Meter Size	Ready to Serve Charge	OMC 13.04.380
3/4-inch	\$_12.98	+ consumption charge
1-inch Residential Fire Sprinkler	\$_12.98	+ consumption charge
1-inch	\$_17.28	+ consumption charge
1 1/2-inch	\$_28.02	+ consumption charge
2-inch	\$_40.88	+ consumption charge
3-inch	\$_75.26	+ consumption charge
4-inch	\$_113.91	+ consumption charge
6-inch	\$_221.28	+ consumption charge
8-inch	\$_350.13	+ consumption charge
10-inch	\$_500.43	+ consumption charge
12-inch	\$_650.76	+ consumption charge

(1) Residential and nonresidential premises that are vacant shall be subject to payment of the full Water ready-to-serve charge. This fee will be charged even if the water is turned off.

**Consumption charge per 100 cubic feet:**

	Block 1	Block 2	Block 3	Block 4
Residential (Single Family and Duplex Residential)	\$_1.88	\$_3.15	\$_5.03	\$_6.62
Nonresidential (Multi-family and Commercial)	\$_2.63	\$_3.94	--	--
Irrigation	\$_2.63	\$_7.77	--	--

**Blocks Definition:**

	Block 1	Block 2	Block 3	Block 4
Single Family and Duplex (1) Residential	0-400 cf/unit	401-900 cf/unit	901-1,400 cf/unit	1,401+ cf unit
Nonresidential (2)	Nov-June Usage	July-Oct Usage	--	
Irrigation	Nov-June Usage	July-Oct Usage		

(1) Single family accounts with or without accessory dwelling units shall be charged as one single family account.

(2) If nonresidential block usage cannot administratively be prorated between blocks, usage shall then be billed at the block rate in which the meter reading period ends.

b. **Wholesale consumers:**

See OMC 13.04.380B.

c. **State buildings with sprinkler systems or fire service connections:**

See OMC 13.04.380C.

d. **Hydrants and fire protection:**

The rates for fire hydrants, including test water and water used to extinguish fires, shall be deemed service charges and for any one (1) year, or fractional part thereof, as follows:

Fire hydrants \$160.11 per year

Automatic sprinkler systems or special fire service connections with the city water distribution system will be charged the monthly ready-to-serve charge based on pipe size in Section 1.6.a. Residential fire service connections that require a 1" pipe size will be charged the same as a 3/4" pipe size as shown in Subsection 8a.

**B. WASTE-WATER (SEWER)**

1) LOTT Charges

LOTT wastewater monthly service charge \$ ~~39.80~~38.64 per ERU OMC 13.08.190

Nonresidential accounts shall be billed one (1) ERU minimum per month. ERU charges in excess of one (1) ERU shall be billed at the rate of ~~\$.0429 per 1 cf.~~ \$ 4.42 per 100 cf or any part thereof for LOTT wastewater service charges.

~~2018~~-LOTT capacity development charge \$ ~~5,810.79~~6,046.21 per ERU OMC 13.08.210

2) City of Olympia Monthly Sewer Charges

A) Residential accounts with separately metered City of Olympia water service servicing: one separate single-family residence, one single-family residence with accessory dwelling unit, one unit of a residential duplex, one mobile home or one trailer shall be billed based on monthly water consumption as follows:

0 – 250 cf \$13.29 per month

251 – 350 cf \$13.29 per month plus \$.0818 per cf OMC 13.08.190

351 cf and above

\$21.47 per month

B) Residential accounts with residential duplexes with a single water meter servicing both units shall be billed based on water consumption as follows:

0 – 500 cf	\$26.58 per month	
501 – 700 cf	\$26.58 per month plus \$.0818 per cf	OMC 13.08.190
701 cf and above	\$42.94 per month	
C) Residential accounts not included in A) or B) above	\$21.47 per ERU	OMC 13.08.190
D) Nonresidential accounts shall be billed one (1) ERU minimum per month.	\$21.47 per ERU	OMC 13.08.190
ERU charges in excess of one (1) ERU shall be billed at the rate of \$.0307 per 1 cf. for local collection system.		

3) City of Olympia General Facility Charge

Wastewater (Sewer) general facility charge	\$3,442.00 per ERU	OMC 13.08.205
Wastewater (Sewer) general facility charge for properties on public combined sewers and in the Downtown Deferred General Facility Charge Payment Option Area	\$1,483.00 per ERU	OMC 13.08.010 OMC 13.08.205

C. WASTE RESOURCES

1. Residential garbage rates, monthly, every-other-week collection:

	OMC 13.12.160
One twenty-gallon cart (minimum residential garbage service)	\$ <del>10.41</del> <u>10.98</u>
One thirty-five gallon cart	
Recycle rate	<del>17.98</del> <u>18.97</u>
Nonrecycle rate	<del>22.55</del> <u>23.79</u>
One sixty-five gallon cart	
Recycle rate	<del>24.55</del> <u>25.90</u>

Nonrecycle rate	<del>30.77</del> \$ 32.46
Two sixty-five gallon carts	
Recycle rate	<del>46.98</del> \$ 49.56
Nonrecycle rate	<del>58.82</del> \$ 62.06
Three sixty-five gallon carts	
	<del>88.29</del> \$ 93.15
One ninety-six gallon cart	
Recycle rate	<del>42.54</del> \$ 44.88
Nonrecycle rate	<del>53.30</del> \$ 56.23
More than three sixty-five gallon carts	<del>88.29</del> \$ 93.15 + <del>30.77</del> \$ 32.46 for each sixty-five gallon cart over three carts

**2. Residential garbage rates, monthly, weekly collection:**

One thirty-five gallon cart	
Recycle rate	\$ <del>39.63</del> 41.81
Nonrecycle rate	<del>49.59</del> \$ 52.32
One sixty-five gallon cart	
Recycle rate	<del>79.26</del> \$ 83.62
Nonrecycle rate	<del>99.16</del> \$ 104.61
One ninety-five gallon cart	
	<del>128.83</del> \$ 135.92

**3. Extended pickup:**

Rate	Distance
\$_1/month	Over 5 feet to 25 feet
\$_2/month	Over 25 feet to 100 feet
\$_1/month	Every 50 feet over 100 feet

- a. Persons requesting extended distance service must be at least sixty-five years of age or handicapped where said person cannot wheel a full or partially full garbage cart to the collection point.
- b. No person living with the qualified applicant can wheel a full or partially full garbage cart to the collection point.

c. Extended pickup service to be at no charge when the combined annual income of the household of the qualified applicant is equal to or less than fifty percent of the median household income in Thurston County.

d. Persons requesting service must apply with the utilities office by filling out an affidavit for extended service. Upon approval of affidavit, service will be granted.

e. Qualified applicant will reapply on a yearly basis on or before December 31st of each year.

f. In the case of a multifamily residence or complex, only the qualified tenant's cart will be clearly marked with the tenant's name and unit number.

**4. Residential and commercial organics rate, monthly, every other week collection:**

Organics:

Per city-owned 95-gallon cart or each 1/2 yard of material collected \$10.25

**5. Commercial garbage rates, monthly, weekly collection:**

One ten gallon can (minimum commercial garbage service) \$ 7.10

One thirty-two gallon can or cart \$ 20.96

Two thirty-two gallon cans or equivalent cart service \$ 31.97

Three thirty-two gallon cans or equivalent cart service \$ 60.12

Four thirty-two gallon cans or equivalent cart service \$ 79.21

More than four thirty-two gallon cans or equivalent cart service \$ 79.21 + \$ 20.96 for each additional thirty-two gallons of service

**6. 95-gallon garbage and refuse cart service, monthly:**

One pickup weekly \$ 60.12

Two pickups weekly \$ 115.22

Three pickups weekly \$ 168.02

Four pickups weekly \$ 221.80

Five pickups weekly \$ 274.91

**7. One-yard garbage and refuse dumpster service, monthly:**

One pickup weekly	\$ 118.20
Two pickups weekly	<u>\$ 232.42</u>
Three pickups weekly	<u>\$ 342.73</u>
Four pickups weekly	<u>\$ 452.82</u>
Five pickups weekly	<u>\$ 562.76</u>
Six pickups weekly	<u>\$ 672.82</u>

**8. One and one-half yard garbage and refuse dumpster service, monthly:**

One pickup weekly	\$ 156.27
Two pickups weekly	<u>\$ 297.84</u>
Three pickups weekly	<u>\$ 438.26</u>
Four pickups weekly	<u>\$ 578.36</u>
Five pickups weekly	<u>\$ 718.42</u>
Six pickups weekly	<u>\$ 858.95</u>

**9. Two-yard garbage and refuse dumpster service, monthly:**

One pickup weekly	\$ 194.15
Two pickups weekly	<u>\$ 370.45</u>
Three pickups weekly	<u>\$ 546.84</u>
Four pickups weekly	<u>\$ 723.20</u>
Five pickups weekly	<u>\$ 899.61</u>
Six pickups weekly	<u>\$ 1,073.13</u>

**10. Three-yard garbage and refuse dumpster service, monthly:**

One pickup weekly	\$ 274.67
Two pickups weekly	<u>\$ 537.58</u>
Three pickups weekly	<u>\$ 798.21</u>
Four pickups weekly	<u>\$ 1,066.59</u>

Five pickups weekly	\$ 1,319.87
Six pickups weekly	\$ 1,568.94

**11. Four-yard garbage and refuse dumpster service, monthly:**

One pickup weekly	\$ 345.38
Two pickups weekly	\$ 683.41
Three pickups weekly	\$ 1,014.72
Four pickups weekly	\$ 1,339.05
Five pickups weekly	\$ 1,656.50
Six pickups weekly	\$ 1,968.58

**12. Six-yard garbage and refuse dumpster service, monthly:**

One pickup weekly	\$ 501.50
Two pickups weekly	\$ 979.35
Three pickups weekly	\$ 1,453.91
Four pickups weekly	\$ 1,928.14
Five pickups weekly	\$ 2,402.53
Six pickups weekly	\$ 2,762.92

**13. Prepaid extra tag for unscheduled collection of a bag on regular garbage collection day; \$ 5.39/each.**

**14. Extra unscheduled can, bag or box on regular garbage collection day to which a City approved prepaid tag is not attached: \$ 8.81/each.**

**15. Fees for special pickups, minor ancillary services, and yard waste drop-off site disposal services, other than unscheduled extra cans or material on regular collection day, shall be established by the City Manager, based on cost of service; to include labor, equipment, distance traveled, and volume of materials as appropriate.**

**16. City-owned drop boxes: customers will be charged repair fees on boxes which have been burned or damaged:**



Ten cubic yards:

Delivery fee	\$ <u>67.47</u> <u>71.18</u>	
Daily rental	<del>2.32</del> \$ <u>2.45</u>	
Hauling fee	<del>205.49</del> \$ <u>216.79</u>	
Dumping charge		Current disposal fee, surcharge and <del>13.61</del> <u>14.1</u> % service fee on disposal fee

Twenty cubic yards:

Delivery fee	\$ <u>67.47</u> <u>71.18</u>	
Daily rental	<del>2.99</del> \$ <u>3.15</u>	
Hauling fee	<del>205.49</del> \$ <u>216.79</u>	
Dumping charge		Current disposal fee, surcharge and <del>13.61</del> <u>14.1</u> % service fee on disposal fee

Thirty cubic yards:

Delivery fee	\$ <u>67.47</u> <u>71.18</u>	
Daily rental	<del>4.14</del> \$ <u>4.37</u>	
Hauling fee	<del>205.49</del> \$ <u>216.79</u>	
Dumping charge		Current disposal fee, surcharge and <del>13.61</del> <u>14.1</u> % service fee on disposal fee

Forty cubic yards:

Delivery fee	\$ <u>67.47</u> <u>71.18</u>	
Daily rental	<del>4.14</del> \$ <u>71.18</u>	
Hauling fee	<del>205.49</del> \$ <u>216.79</u>	
Dumping charge		Current disposal fee, surcharge and <del>13.61</del> <u>14.1</u> % service fee on disposal fee
Standby or dig out	\$ <u>90.00</u>	per hour

**17. Customer-owned compactors and special containers. Dumping charges are based on weight at transfer station:**

Cubic Yard	Charge Per Haul
10 or less	<del>205.49</del> \$ <u>216.79</u> *
15	<del>205.49</del> \$ <u>216.79</u> *

Cubic Yard	Charge Per Haul
20	<del>205.49</del> \$ 216.79 *
25	<del>205.49</del> \$ 216.79 *
30	<del>205.49</del> \$ 216.79 *
35	<del>205.49</del> \$ 216.79 *
40	<del>205.49</del> \$ 216.79 *
42	<del>205.49</del> \$ 216.79 *
* plus disposal fee plus 13.6% service fee on disposal fee	
Standby or dig out	\$ 90.00 per hour

No delivery fees or rental fees will be charged for city-owned drop boxes used to haul source-separated yard waste for composting or construction and demolition debris for recycling. If material is contaminated, the customer will be charged current disposal fees and ~~13.6~~14.1% service charge on the disposal fee, plus delivery fee and daily rental fees.

**18. City-owned temporary garbage and refuse dumpster services (customers will be charged repair fees for containers which have been burned or damaged):**

One cubic yard:	
Delivery fee	\$ 54.36
Daily rental fee	\$ 2.14
Fee per dump	\$ 44.73
One and 1/2 cubic yard:	
Delivery fee	\$ 54.36
Daily rental fee	\$ 2.14
Fee per dump	\$ 47.38
Two yard:	
Delivery fee	\$ 54.36
Daily rental fee	\$ 2.14
Fee per dump	\$ 50.77
Three yard:	
Delivery fee	\$ 54.36

Daily rental fee	\$ 2.14
Fee per dump	\$ 66.77
Four yard:	
Delivery fee	\$ 54.36
Daily rental fee	\$ 2.14
Fee per dump	\$ 92.51
Six yard:	
Delivery fee	\$ 54.36
Daily rental fee	\$ 2.14
Fee per dump	\$ 126.38

**19. City-owned temporary organics dumpster services (customers will be charged repair fees for dumpsters which have been burned or damaged):**

One cubic yard:	
Fee per dump	\$ 20.50
One and 1/2 cubic yard:	
Fee per dump	\$ 30.75
Two yard:	
Fee per dump	\$ 41.00
Three yard:	
Fee per dump	\$ 61.50

If material is contaminated, customer will be charged the dump fee, delivery fee and daily rental fee for city-owned temporary garbage and refuse dumpster services as established in Section 16 of this ordinance.

**20. An additional surcharge of \$70.00 per month applies to permanent commercial dumpster customers who require Saturday collection and are subject to regular monthly fees set forth in OMC 4.24.010C Subsections 5, 6, 7, 8, 9, 10, 11, 12, 16, 17, 18 or 19.**

**D. STORM AND SURFACE WATER**

At the time of issuance of a building/engineering permit, per OMC 13.16.080, a storm and surface water GFC shall be assessed at the rate of:

\$ ~~1,190~~1,309/Impervious Unit (2,528 sq. ft.) plus ~~4.50~~6.00 per average daily vehicle trip based on the Institute of Traffic Engineers' Trip Generation Manual.

**1. Storm drainage service charges:**

a. Single-Family and Duplex Residential Parcels. All parcels in the city shall be subject to a monthly charge for storm drainage service in accordance with the following schedule:

Single-family parcels with or without accessory dwelling units (Regardless of date approved)

\$ ~~13.37~~14.05/utility account

Plats approved after 1990 with signed maintenance agreement

~~11.96~~12.57/utility account

Duplex parcels (Regardless of date approved)

~~13.37~~14.05/unit (\$ ~~26.74~~28.10 when billed as a single account)

b. Commercial, Multi-Family, Industrial and Governmental Nonresidential Parcels. A charge per utility account will be established at the time of issuance of a clearing, filling, excavating or grading permit and assessed monthly as follows:

Administrative fee

\$ ~~13.08~~13.75 plus:

For parcels developed after January 1990 (Category I)

~~4.92~~5.17 per billing unit or

For parcels developed between January 1980 and January 1990 (Category II)

~~10.28~~10.80 per billing unit or

For parcels developed before January 1980 (Category III)

~~12.97~~13.63 per billing unit

c. For developed parcels without structural impervious areas, the following construction phase charge shall be assessed at the time of issuance of a clearing, filling, excavating or grading permit:

Single-family and duplex zoned

\$ ~~5.61~~5.90 per parcel x total number of parcels identified in preliminary plat x 24 months

d. Undeveloped parcels. No charge.

**2. State highway charge:**

Monthly fee for state highway rights-of-way

30% of the storm drainage service charges

**3. Other roadway charges:**

Monthly fee for roadway rights-of-way, other than state highways within the city boundary

**E. RECLAIMED WATER**

1. Occupant turning on water after delinquent shutoff penalty	\$_10.00	OMC	13.24.330
2. Delinquency notification penalty	\$_10.00	OMC	13.24.340
3. Service disconnected/reclaimed water reconnect for nonpayment penalty	\$_25.00	OMC	13.24.340
4. Reclaimed water for commercial construction purposes	\$_50.00 per month plus consumption charge	OMC	13.24.200
5. Non-emergency after-hours reclaimed water service turn on/shut off	\$_110.00	OMC	13.24.250

**6. Reclaimed Water Rates**

a. Meter Rates – The monthly charge based upon meter size for all reclaimed water customers follows 4.24.010.A.8. Monthly charges for meter sizes not listed in the schedule shall correspond to the next larger meter size listed.

b. Consumption charges

(1) Indoor use of reclaimed water: 70% of the consumption charges in 4.24.010.A.8.

(2) Outdoor use of reclaimed water: 70% of the consumption charges in 4.24.010.A.8 for Irrigation.

**Section 2. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 3. 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 4. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 5. Effective Date.** This Ordinance shall take effect January 1, 2019.

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**



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CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

### Approval of an Ordinance Amending Olympia School District Impact Fees

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.N  
**File Number:** 18-1139

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

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**Title**

Approval of an Ordinance Amending Olympia School District Impact Fees

**Recommended Action**

**Committee Recommendation:**

Not referred to a Committee

**City Manager Recommendation:**

Move to approve the ordinance amending the Olympia School District Impact Fees on second reading.

**Report**

**Issue:**

Whether to approve the ordinance amending the Olympia School District Impact Fees on second reading.

**Staff Contact:**

Debbie Sullivan, Administrative Services Director, 360.753.8499

**Presenter(s):**

None - Consent calendar item

**Background and Analysis:**

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

The proposed update to the Olympia School District (OSD) Impact fees is based on the adoption by the School Board's 2019-2024 Capital Facilities Plan (CFP). The Assistant Superintendent presented their CFP and proposed impact fee changes to the City Council on October 23. A public hearing was held on November 13.

The impact fee rates are calculated based, in part, on the projects identified in the District's CFP that are needed to address future growth. School impact fees are charged only to residential projects inside Olympia city limits. The City collects the fees on behalf of the school district and remits the

fees with interest to them on a monthly basis. Based on the school districts approved CFP, the fees are as follows:

	<b>2018</b>	<b>2019</b>
Single Family	\$5,350	\$4,972 (\$378 decrease from 2018)
Multi-Family	\$2,621	\$2,575 (\$46 decrease from 2018)

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

N/A

**Options:**

1. Move to approve the ordinance amending the Olympia School District impact fees on second reading.
2. Do not approve the Ordinance amending the Olympia School District impact fees. The 2018 OSD impact fee rate would continue to be collected in 2019.

**Financial Impact:**

Varies based on the number of new single-family or multi-family residential permits issued in 2019.

**Attachments:**

Ordinance



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

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING SCHOOL IMPACT FEES, AND AMENDING SECTION 15.16.030 OF THE OLYMPIA MUNICIPAL CODE.**

**WHEREAS**, RCW 82.02.050 - .090 authorizes the City of Olympia to adopt an ordinance imposing impact fees; and

**WHEREAS**, in Ordinance Nos. 5490 and 6164, the City of Olympia did adopt such impact fees, to include "School Impact Fees"; and

**WHEREAS**, the Olympia School District has updated its capital facility plan and revised its proposed impact fees as reflected in the School District's adopted 2018-2023 Capital Facility Plan; and

**WHEREAS**, the City Council has called for an annual review of impact fees, concurrent with the annual review of the Capital Facilities Plan (CFP) element of the City's Comprehensive Plan, to consider adjustments to the fees; and

**WHEREAS**, following said review of the 2019-2024 CFP, the Olympia City Council desires to revise School Impact Fees as adopted in the Olympia School District's 2018-2023 Capital Facility Plan; and

**WHEREAS**, this Ordinance is adopted pursuant to Article 11, Section 11, of the Washington State Constitution; and

**WHEREAS**, this Ordinance is supported by the staff report, attachments, and documents on file with the Department of Administrative Services;

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

**Section 1. Amendment of OMC 15.16.030. Section 15.16.030 of the Olympia Municipal Code is hereby amended to read as follows:**

**15.16.030 - Schedule C, School Impact Fees**

For complete building permit applications submitted after the effective date of this title, the following schedule shall apply:

(Applies to residential development only)

<b>Housing Type:</b>	
Single Family - detached (including manufactured homes on individual lots)	\$ 5,350 4972
Multifamily per unit (including townhouses)	\$ 2,621 2,575
Downtown Multi Family per units (including townhouses)	\$ 0

**Section 2. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 3. Severability.** The provisions of this Ordinance are declared separate and severable. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of this Ordinance or application of the provision to other persons or circumstances, shall be unaffected.

**Section 4. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 5. Effective Date.** This Ordinance shall be in force and effect on January 1, 2019, after its passage by the Olympia City Council and publication, as provided by law.

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**



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CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

### Approval of an Ordinance Creating a Waste ReSources Capital Fund for Monies Being Set Aside for a Future Maintenance Center and Other Capital Expenditures

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.O  
**File Number:** 18-1191

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

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#### **Title**

Approval of an Ordinance Creating a Waste ReSources Capital Fund for Monies Being Set Aside for a Future Maintenance Center and Other Capital Expenditures

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the ordinance to create a Waste ReSources Capital Fund for monies being set aside for a future Maintenance Center and other capital expenditures on second reading.

#### **Report**

##### **Issue:**

Whether to create a Waste ReSources Capital Fund for monies being collected to fund a future Maintenance Center and other capital expenditures.

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

Olivia Oudman, Senior Accountant, Administrative Services, 360.753.8435

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

None - Consent Calendar Item

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

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

As part of the 2018 budget, City Council approved a 4 percent rate increase to the Waste ReSources base services on residential, commercial and drop box utility rates as authorized by Ordinance No. 7113. The purpose of the rate increase was to fund a future maintenance center for the Waste ReSources Utility.

Currently, the revenue collected from the 4 percent rate increase is being accounted for in the operating budget. Since the intent of the increase is to cover a future capital expense, staff recommends establishing a Waste ReSources Capital Fund.

The new fund will be restricted to capital expenditures for the Waste ReSources Utility.

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

None known.

**Options:**

1. Move to approve the ordinance establishing a Waste ReSources Capital Fund to account for the 4 percent additional utility rate increase. The rate increase, intended to cover the cost of a future Waste ReSources maintenance facility, will be tracked.
2. Do not approve the ordinance to establish a capital fund for monies collected by the 4 percent Waste ReSources utility rate increase. The additional revenue collected will remain in the operating budget.

**Financial Impact:**

The Waste ReSources Utility projects additional revenue in 2018 and 2019 to be \$374,400 and \$390,300, respectively.

**Attachments:**

Ordinance

Ordinance No. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING CHAPTER 3.04 OF THE OLYMPIA MUNICIPAL CODE AND CREATING A NEW FUND TO BE KNOWN AS THE WASTE RESOURCES CAPITAL FUND (463).**

**WHEREAS**, after an assessment of future capital needs, staff has identified the need for a capital fund for the deposit of monies for a future Waste Resources Center, as well as for other capital projects related to waste resources; and

**WHEREAS**, based on the recommendation of staff, the City Council hereby concludes that a Waste Resources Capital Fund (463) should be added to OMC 3.04 for the purposes stated herein;

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

**Section 1. Amendment of OMC 3.04. SECTION 3.04.000 of the Olympia Municipal Code is hereby amended to read as follows:**

Chapter 3.04  
FUNDS

3.04.000 Chapter Contents

Sections:

- 3.04.001 General Fund – Current Operations.
- 3.04.003 Special Account Control Fund.
- 3.04.006 Development Fee Revenue Fund.
- 3.04.007 Parking Fund.
- 3.04.014 LEOFF 1 OPEB Trust Fund.
- 3.04.021 The Washington Center for the Performing Arts Endowment Fund.
- 3.04.025 The Washington Center for the Performing Arts Operations and Maintenance Fund.
- 3.04.026 Arts Fund.
- 3.04.029 Facilities Major Repairs Fund.
- 3.04.107 HUD Fund.
- 3.04.127 Impact Fee Fund.
- 3.04.130 SEPA Mitigation Fund.
- 3.04.132 Lodging Tax Fund.
- 3.04.134 Parks and Recreational Sidewalks Utility Tax Fund.
- 3.04.135 Parking Business Improvement Area Fund.
- 3.04.136 Farmers Market Major Repair and Replacement Fund.
- 3.04.137 Hands On Children’s Museum Fund.
- 3.04.138 Transportation Benefit District Fund.

- 3.04.139 Grants Control Fund.
- 3.04.140 Real Estate Excise Tax Fund.
- 3.04.141 Olympia Metropolitan Park District Fund.
- 3.04.142 Home Fund Operating Fund.
- 3.04.200 Debt Service Funds.
- 3.04.317 Capital Improvement Fund.
- 3.04.318 Home Fund Capital Fund
- 3.04.325 City Hall Construction Fund.
- 3.04.331 Fire Equipment Fund.
- 3.04.400 Waterworks Utility Funds.
- 3.04.403 Solid Waste (Garbage) Utility Fund.
- 3.04.404 Storm Drainage Utility Fund.
- 3.04.463 Waste Resources Capital Fund.
- 3.04.500 Equipment Rental Fund.
- 3.04.503 Unemployment Compensation Fund.
- 3.04.504 Insurance Trust Fund.
- 3.04.505 Workers Compensation Fund.
- 3.04.600 Fiduciary and Custodial Funds.

**Section 2. Amendment of OMC 3.04. A NEW SECTION 3.04.463, Waste Resources Capital Fund, is hereby added to the Olympia Municipal Code to read as follows:**

3.04.463 Waste Resources Capital Fund

- A. Created. There is hereby created a fund to be known as the Waste Resources Capital Fund.
- B. Sources. There shall be deposited in the Waste Resources Capital Fund, on an annual basis via transfer, monies from any rate increase directly attributed to capital needs, and other funds as determined by the Public Works Director to support the purposes set forth herein.
- C. Uses. Monies within the Waste Resources Capital Fund shall be used only for the purposes of acquiring, equipping and/or making capital improvements to the Waste Resources Center and capital projects related to Waste Resources, and shall not be used for maintenance or operations relative to those facilities or projects. Should the City Manager determine that those capital projects will not be completed, or if there are monies remaining in the Fund once the capital projects are completed, those monies accumulated in the Waste Resources Capital Fund may be transferred to the Waste Resources Operating Fund.

**Section 3. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**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.

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**



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CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

# Approval of an Ordinance Adopting 2019 Park Impact Fee Rates

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.P  
**File Number:** 18-1173

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

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### Title

Approval of an Ordinance Adopting 2019 Park Impact Fee Rates

### Recommended Action

#### Committee Recommendation:

The Finance Committee recommends freezing park impact fees at 2018 levels in order to encourage new housing construction.

#### City Manager Recommendation:

Move to approve an ordinance amending Olympia Municipal Code Section 15.16.101, Park Impact Fee Rates, and adopting the same rate in 2019 as 2018 on second reading.

### Report

#### Issue:

Whether to amend the Park Impact Fee ordinance.

#### Staff Contact:

Laura Keehan, Parks Planning & Design Manager, Parks, Arts and Recreation, 360.570.5855

#### Presenter(s):

None - Consent Calendar Item.

### Background and Analysis:

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

In 2018 the City commissioned FCS Group to complete a Park Impact Fee Study. The study updated level of service standards, updated costs of park land, design, and development, and updated occupancy rates by dwelling unit type as reported by the U.S. Census Bureau. The Study's findings resulted in a significant increase in park impact fee rates across all types of new housing.

In an effort to encourage more new housing construction in Olympia, Finance Committee recommends freezing park impact fee rates at their 2018 levels, rather than increasing rates to the levels determined in the Park Impact Fee Study. In 2019, City Council anticipates further study of



fees and charges related to new development, which may result in further adjustments to impact fee rates.

The ordinance adopts the updated fee analysis with a discount in each housing type that results in no net change in the fee.

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

The development community has significant interest in fees and charges related to new development. Park advocates have significant interest in park impact fees as an important revenue source for paying for growth-related park development projects.

**Options:**

1. Approve the ordinance amending Olympia Municipal Code Section 15.16.010, Park Impact Fee Rates, to freeze rates at 2018 levels.

2. Do not approve the ordinance amending Olympia Municipal Code Section 15.16.010, Park Impact Fee Rates.

**Financial Impact:**

It is difficult to predict the precise financial impact from freezing the rates at 2018 levels since the type and amount of housing constructed varies widely from year to year.

Freezing of the Park Impact Fees at 2018 levels would result in a discount of 4 percent - 38 percent (depending on housing type) from what the study calculated the rate would need to be to provide park facilities for the new residents in the housing constructed. Should this "freeze" be in place for a significant length of time, assuming the cost of park land and development continues to rise, it will likely become increasingly difficult to finance the existing level of service as the population grows.

**Attachments:**

Ordinance

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

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, ADJUSTING PARK IMPACT FEES AND AMENDING SECTION 15.16.010 OF THE OLYMPIA MUNICIPAL CODE**

**WHEREAS**, RCW 82.02.050 - .090 authorizes the City of Olympia to adopt an ordinance imposing impact fees; and

**WHEREAS**, in Ordinance Nos. 5490 and 6164, the City of Olympia did adopt such impact fees, to include "Park Impact Fees"; and

**WHEREAS**, in 2008, the City Council approved an annual adjustment mechanism for Park Impact Fees based on land, design, and development costs; and

**WHEREAS**, in 2018, staff commissioned a review of park impact fees by an impact fee consultant to update the Park Impact Fee Study for consistency with the adopted park levels of service in the *2016 Parks, Arts & Recreation Plan*; and

**WHEREAS**, the City Council has called for an annual review of impact fees, concurrent with the annual review of the Capital Facilities Plan (CFP) element of the City's Comprehensive Plan, to consider adjustments to the fees; and

**WHEREAS**, following said review of the 2019-2024 CFP, the Olympia City Council desires to freeze Park Impact Fees at the 2018 rates to encourage construction of new housing in Olympia; and

**WHEREAS**, freezing of Park Impact Fee rates at the 2018 level results in a 33% discount for Single Family including Manufactured Homes on individual lots and Townhouses; and

**WHEREAS**, freezing of Park Impact Fee rates at the 2018 level results in a 38% discount for Duplex, Triplex, Fourplex, and Cottage Housing; and

**WHEREAS**, freezing of Park Impact Fee rates at the 2018 level results in a 26% discount for 5 or more unit Multi-family, Courtyard Apartments, and Units in Senior Housing Developments (including single family units); and

**WHEREAS**, freezing of Park Impact Fee rates at the 2018 level results in a 34% discount for Mobile Homes in Mobile Home Parks; and

**WHEREAS**, freezing of Park Impact Fee rates at the 2018 level results in a 27% discount for Accessory Dwelling Units, Single Room Occupancy Units, and Studios; and

**WHEREAS**, freezing of Park Impact Fee rates at the 2018 level results in a 4% discount for Downtown Multi-family (including Townhouses); and

**WHEREAS**, this Ordinance is adopted pursuant to Article 11, Section 11, of the Washington Constitution; and

**WHEREAS**, this Ordinance is supported by the staff report, attachments, and documents on file with the Olympia Parks, Arts and Recreation Department;

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

**Section 1. Amendment of OMC 15.16.010.** Olympia Municipal Code Section 15.16.010 Schedule A is hereby amended to read as follows:

**15.16.010 Schedule A, park impact fee**

For complete building permit applications, the following schedule shall apply to residential development:  
Housing Type:

<b>TYPE OF DWELLING UNIT</b>	<b>Neighborhood Park</b>	<b>Community Park</b>	<b>Open Space</b>	<b>TOTALS</b>
Single Family including Manufactured Homes on individual lots, <u>Townhouses</u>	\$890	\$3,383	1,308	\$5,581
Duplex, <u>Triplex, Fourplex</u> (per unit), <u>Cottage Housing</u>	\$605	\$2,301	\$890	\$3,796
<u>5 or more unit Multi Family, Courtyard Apartments</u> (including <del>Townhouses</del> )	\$605	\$2,301	\$890	\$3,796
Units in Senior Housing Developments (including single family units)	\$605	\$2,301	\$890	\$3,796
Mobile Home in Mobile Home Parks	\$605	\$2,301	\$890	\$3,796
Accessory Dwelling Units (separate structure)	\$356	\$1,353	\$524	\$2,233
Single Room Occupancy Units, <u>Studios</u>	\$356	\$1,353	\$524	\$2,233
Downtown Multi Family (including Townhouses)	\$463	\$1,759	\$680	\$2,902

**Section 2. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 3. Severability.** The provisions of this Ordinance are declared separate and severable. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of this Ordinance or application of the provision to other persons or circumstances shall be unaffected.

**Section 4. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 5. Effective Date.** This Ordinance shall be in force and effect on January 1, 2019, after its passage by the Olympia City Council and publication, as provided by law.

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**

A handwritten signature in blue ink that reads "Mark Barber". The signature is written in a cursive style and is positioned above a horizontal line.

CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

# Approval of an Ordinance Adopting the 2019 Operating Budget

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.Q  
**File Number:** 18-1188

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

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### Title

Approval of an Ordinance Adopting the 2019 Operating Budget

### Recommended Action

#### Committee Recommendation:

The Finance Committee considered public testimony received at a Public Hearing on November 13, as well as the Council budget balancing discussion on November 27.

#### City Manager Recommendation:

Move to approve the ordinance adopting the 2019 Operating Budget on second reading.

### Report

#### Issue:

Whether to approve an ordinance adopting the 2019 Operating Budget on second reading.

#### Staff Contact:

Debbie Sullivan, Administrative Services Director, 360.753.8499

#### Presenter(s):

None - Consent calendar item

#### Background and Analysis:

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

State law requires the City Manager to prepare a balanced operating budget each year. City Council discussed the budget and held a public hearing on November 13. In addition, the Finance Committee met throughout the year to review, discuss, and provide direction to the City Manager regarding the 2019 operating budget.

Since the preliminary 2019 Operating Budget was presented on October 23, the following changes in revenue and expenditures were made to the final document. The City Council changes to the 2019 Preliminary Budget, as discussed on November 27, are posted on the City's website.

1. Increase of General Fund Revenues/Resources of \$546,454. This is a result of updated revenue projections and the use of fund balance.
2. Increase of expenditures of \$546,454, which includes City Council changes to the Preliminary Budget.
3. Includes City Council's direction to implement the Utility Advisory Committee rate recommendation.

By State law the budget must be adopted no later than December 31.

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

City Council held a public hearing on November 13 to hear testimony on the 2019 preliminary Operating Budget.

**Options:**

1. Approve the Ordinance Adopting the 2019 Operating Budget on second reading.
2. Direct staff to make changes to the ordinance.

**Financial Impact:**

Total 2019 expenditures are \$157,022,262.

**Attachments:**

Ordinance

City Council Changes to 2019 Preliminary Budget

**Ordinance No.**

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO BUDGETS, FINANCE, AND SALARIES, AND ADOPTING THE 2019 CALENDAR YEAR BUDGET**

**WHEREAS**, the tax estimates and budget for the City of Olympia, Washington, for the 2019 calendar year have been prepared and filed as provided by the laws of the State of Washington; and

**WHEREAS**, the preliminary budget was printed for distribution and notice published in the official paper of the City of Olympia, setting the time and place for hearing on the budget and stating that all taxpayers requesting a copy from the City Clerk would be furnished a copy of the preliminary budget to review; and

**WHEREAS**, the Olympia City Council held a public hearing on the preliminary budget on November 27, 2018, as required by law, and has considered the public testimony presented;

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

**Section 1. 2019 Budget.** The budget for the calendar year 2019 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.

<b>FUND</b>	<b>APPROP. FUND BALANCE</b>	<b>ESTIMATED REVENUE</b>	<b>APPROP.</b>	<b>ADDITIONS TO FUND BALANCE</b>
General, Regular Operations	\$383,681	\$82,012,958	\$82,396,639	\$-
General, Special Sub-Funds				
Special Accounts	166,445	1,123,233	1,289,678	-
Development Fee Revenue	-	3,953,252	3,953,252	-
Parking	16,138	1,493,340	1,509,478	-
Post Employment Benefits	379,700	995,300	1,375,000	-
Washington Center Endowment	-	3,000	3,000	-
Washington Center Operating	5,000	503,000	508,000	-
Municipal Arts	-	59,000	59,000	-
Equip & Facilities Reserve	130,497	1,167,778	1,298,275	-
<b>Total General Fund</b>	<b>1,081,461</b>	<b>91,310,861</b>	<b>92,392,322</b>	<b>-</b>
4 <sup>th</sup> /5 <sup>th</sup> Avenue Corridor Bridge Loan	-	546,084	546,084	-
UTGO Bond Fund – 2009 Fire	4,518	1,187,039	1,191,557	-
City Hall Debt Fund – 2009	3,880	2,418,038	2,421,918	-
2010 LTGO Bond – Street Projects	-	434,813	434,813	-
L.O.C.A.L. Debt Fund – 2010	-	178,282	178,282	-
2010B LTGO Bonds - HOCM	-	444,188	444,188	-
2013 LTGO Bond Fund	-	671,065	671,065	-
2016 LTGO Parks BAN	-	67,500	67,500	-
Water Utility O&M	565,701	14,186,171	14,751,872	-
Sewer Utility O&M	132,574	20,724,055	20,856,629	-
Solid Waste Utility	222,786	12,717,152	12,939,938	-

Stormwater Utility	-	5,716,809	5,595,703	121,106
Water/Sewer Bonds	-	2,044,782	2,044,782	-
Stormwater Debt Fund	-	123,650	123,650	-
Equipment Rental	4,818	2,357,141	2,361,959	-
<b>TOTALS</b>	<b>\$2,015,738</b>	<b>\$155,127,630</b>	<b>\$157,022,262</b>	<b>\$121,106</b>

**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 2019 shall be as set forth in the "Supplementary Information" section of the 2019 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 January 1, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:



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

PASSED:

APPROVED:

PUBLISHED:





## City Council Changes to 2019 Preliminary Budget

On November 27, City Council held its final meeting on November 27 on the proposed 2019 Operating Budget and Capital Facilities Plan: 2019-2024 Financial Plan. Here is a summary of changes.

### OPERATING BUDGET

**Unallocated General Fund Dollars** – Staff presented a General Fund balancing position of \$42,556 on November 27. This will be appropriated to Council Goal money so Council can prioritize use of the funds in 2019.

**Firefighter Transition** - Included in the 2019 baseline budget sufficient funds (estimated \$283,000) to continue employment of 6 firefighter positions. These positions, originally hired under the SAFER Grant, will transfer to regular assignments as the Downtown Aid Unit ramps down.

**Budget Stabilization Account Funding** – Funding for a budget stabilization fund is listed as the top priority for the use of 2018 year end funds.

**New 2019 Dedicated Accounts & Funds** – Add the following dedicated accounts and funds to enhance transparency and accountability:

- Homeless Response - Operating
- Homeless Response - Capital
- Home Fund Capital
- Public Safety Levy Lid Lift

**Housing Stimulus Proposal** – Council will continue to discuss the affordable housing crisis by considering options for legislative actions in 2019 (assess impact on housing affordability as well as revenue reductions and impacts on park and transportation projects for the various scenarios).

#### Discussion:

1. Impact Fee legislative discounts to be discussed in 2019.
2. Low Income Housing Impact Fee Waiver scheduled for Council action on December 11.
3. School and Transportation impact fee reductions scheduled for Council action on December 11
4. Multi-Family tax exemption boundaries discussion for Land Use and Environment Committee on December 20.
5. Developing new categories of Parks/Transportation impact fees for missing middle-type housing.

## **CAPITAL BUDGET**

**4<sup>th</sup> and Columbia Property** – A new project page has been added to the CFP that identifies revenue from the Economic Development/Clean-Up Fund for the next phase of public engagement and feasibility work.

**Parks impact Fees** – Parks Impact Fee ordinance is based on the same calculation formula for 2019 but a Legislative discount is applied so that rates remain the same as 2018.

**Real Estate Excise Tax (REET) for Homeless Services** – Revisit the use of REET for Homeless Capital projects after we know if the Franklin or Legion Way road projects receive State grant funds, estimate of \$1.8 million. If the Franklin or Legion Way road projects are funded with grants, up to \$337,500 of REET funds can be transferred to homeless capital needs.

**Hazard Tree Abatement** – Reallocating \$23,000 in 2019 from Building Repair and Maintenance to Hazard Tree Abatement in the Capital Facilities Plan. A new project page has been added to the CFP.

**Transportation Impact Fees** – Staff proposed appropriating \$873,317 of Transportation Impact Fees in 2019 for Henderson Boulevard and Eskridge Boulevard intersection improvements. This funding is currently included in the 2020-2024 Financial Plan and will be moved to 2019.

**Home Fund Capital** – A new project page has been added to the Capital Facilities Plan recognize the Home Fund Capital revenue.

## **2019 FINANCE COMMITTEE ITEMS**

The following topics were identified as needing further discussion and evaluation during the budget process and will be included in the 2019 Finance Committee Work Plan.

**Parks Funding** – Evaluate options to account for, track and report on Parks funding and associated expenditures (General Fund 11% contributions, program revenues, and Olympia Metropolitan District).

**Fire Truck Replacement** - Discuss options to address the unfunded costs (\$3.3M) to replace a ladder truck and fire engine in 2020. The intent is to order the fire trucks in time to avoid steel tariffs which will save approximately \$650,000 in the purchase price.

**Overall Fire Needs** – Review the current and future unfunded needs of the Fire Department (short term engine /ladder replacement, overall vehicle replacement needs, equipment ongoing replacement, restoration of Downtown aid unit).



## City Council

### Approval of an Ordinance Adopting the Capital Facilities Plan: 2019-2024 Financial Plan and Appropriating Funds for 2019

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.R  
**File Number:** 18-1189

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

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#### **Title**

Approval of an Ordinance Adopting the Capital Facilities Plan: 2019-2024 Financial Plan and Appropriating Funds for 2019

#### **Recommended Action**

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

The Planning Commission, Utilities Advisory Committee, Bicycle and Pedestrian Advisory Committee, and Parks and Recreation Advisory Committee have reviewed the plan.

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

Move to approve an ordinance on second reading adopting the Capital Facilities Plan: 2019-2024 Financial Plan and appropriating funds for 2019.

#### **Report**

##### **Issue:**

Whether to approve the ordinance adopting the Capital Facilities Plan, 2019-2024 Financial Plan and appropriating funds for 2019 and move the ordinance to second reading.

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

Debbie Sullivan, Administrative Services Director, 360.753.8499

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

None - Consent calendar item

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

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

The budget process for the Capital Facilities Plan (CFP) started in July 2018. Since that time, the Planning Commission reviewed the plan in detail, held a public hearing, and provided Council with comments. Council also received comments from the Utility Advisory Committee, Bicycle and Pedestrian Advisory Committee, and the Parks and Recreation Committee. City Council held two public hearings on October 23 and on November 13.

Since the Preliminary CFP was presented, the following changes have been made to the final document:

1. The Olympia School District's 2019-2024 CFP has been incorporated into the final document
2. A new project, Hazard Tree Abatement, has been added to the General Capital Facilities Chapter. \$23,000 will be re-allocated from Building Repair and Replacement to Hazard Tree Abatement and appropriated in 2019. The projected costs in years 2020- 2024 is estimated at \$1,000,000.
3. A new project, Olympia Home Fund - Capital, has been added to the General Capital Facilities Chapter. \$481,000 will be appropriated from the Olympia Home Fund - Capital Fund in 2019 to cover debt service for the acquisition of 2828 Martin Way. Projected costs and revenue in years 2020-2024 is estimated at \$7,855,000.
4. A new project, 4<sup>th</sup> and Columbia Mixed Use Project Feasibility, has been added to the General Capital Facilities Chapter. \$500,000 will be appropriated from the Economic Development Fund in 2019.

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

The Planning Commission and City Council held public hearings to hear testimony on the City's CFP: 2019-2024 Financial Plan.

**Options:**

1. Approve the City's Capital Facilities Plan: 2019-2024 Financial Plan, appropriate funds for 2019 and move to second reading.
2. Approve the City's Capital Facilities Plan: 2019-2024 Financial Plan, direct staff to make additional changes to the 2019 Capital Budget, and move to second reading.

**Financial Impact:**

The 2019 Capital Facilities Plan Funding is \$22,856,281. The Capital Facilities Plan: 2019-2024 Financial Plan totals \$157,867,873.

The 2019 budget for all Capital Funds is \$28,691,049. The difference between the Capital Facilities Plan Funding and the budget for the Capital Fund (\$5,834,768) represents transfers to be made between funds to support projects identified in the Capital Facilities Plan.

**Attachments:**

- Ordinance
- Planning Commission Letter
- Utility Advisory Committee Letter

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

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Bicycle and Pedestrian Advisory Committee Letter  
Parks & Recreation Advisory Committee Letter

**Ordinance No.**

**AN ORDINANCE ADOPTING THE CITY OF OLYMPIA'S CAPITAL FACILITIES PLAN FOR THE YEARS 2019-2024 AND APPROPRIATING FUNDS FOR THE 2019 PORTION OF SAID CAPITAL FACILITIES PLAN.**

**WHEREAS**, the Olympia City Manager submitted to the City Council a recommended "Capital Facilities Plan," herein referred to as "CFP," for the fiscal years 2019 through 2024; and

**WHEREAS**, the CFP projects the proposed locations and capacities of expanded or new capital facilities needed to serve growth projected in the City's comprehensive plan, along with a six-year plan that will finance such capital facilities and the anticipated capital expenditures required to construct them for said period; and

**WHEREAS**, the Olympia School District's Capital Facilities Plan is being incorporated as a component of the City's CFP to allow for the collection of school impact fees; and

**WHEREAS**, the CFP element of the Comprehensive Plan Goals and Policies is included in the CFP; and

**WHEREAS**, the City Council has held public hearings and reviewed the recommended CFP along with the CFP Goals and Policies and has made revisions thereto; and

**WHEREAS**, the revisions made by the City Council have been incorporated into the recommended CFP; and

**WHEREAS**, the CFP meets the requirements of the Washington State Growth Management Act, including RCW 36.70A.070(3); and

**WHEREAS**, the CFP is supported by the staff report, attachments and documents on file with the City;

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

**Section 1.** That certain document entitled the "Capital Facilities Plan," covering the years 2019 through 2024, 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 2019 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	\$2,451,130	-	\$2,451,130	\$-
SEPA Mitigation Fee Fund	211,451	-	211,451	-
Parks & Recreational Sidewalk, Utility Tax Fund	-	2,970,000	2,970,000	-
Real Estate Excise Tax Fund	-	1,500,000	1,500,000	-
Capital Improvement Fund	500,000	12,269,468	12,769,468	-
Olympia Home Fund Capital Fund	-	1,495,000	481,000	1,014,000
Water CIP Fund	-	3,500,000	3,500,000	-
Sewer CIP Fund	1,537,796	756,204	2,294,000	-
Waste ReSources CIP Fund	-	390,300	-	390,300
Storm Water CIP Fund	-	2,514,000	2,514,000	-
Storm Drainage Mitigation Fund	-	-	-	-
<b>TOTALS</b>	<b>\$4,700,377</b>	<b>\$25,394,972</b>	<b>\$28,691,049</b>	<b>\$1,404,300</b>

**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 effect January 1, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:



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

**PASSED:  
APPROVED:  
PUBLISHED:**

# Olympia Planning Commission

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October 15, 2018

Olympia City Council  
PO Box 1967  
Olympia, WA 98507

Dear Mayor Selby and City Council Members:

The Olympia Planning Commission (OPC) is pleased to report on its annual review of the City of Olympia's 2019-2024 Draft Capital Facilities Plan and Financial Plan (Draft CFP). We commend City staff for producing a very well-organized document. We particularly like how clearly the first section describes the City's capital planning process and answers the many questions the lay public is likely to have about financial planning for capital facilities.

All City departments (except for Public Works, which is currently working on its Transportation Master Plan), have completed master plans in which they describe how they will implement the Comprehensive Plan's goals, objectives and policies over the 20-year period ending in 2034. These plans provide the strategic links between the Comprehensive Plan and the Draft CFP (now considered Volume 2 of the Comprehensive Plan). Completion of these master plans is a major achievement of which our City can be proud.

Through these documents – the Comprehensive Plan, the various master plans, and the Draft CFP, the City has created a well-integrated planning and budgeting process that not only provides the context for the annual projects and budget line items identified in the Draft CFP, but helps support budgetary discipline.

We concur with City staff that projects identified in the Draft CFP are consistent with Comprehensive Plan goals and policies. OPC held a public hearing on the Draft CFP on September 17, 2018 and received no comment.

## **Financial Overview**

We appreciate the inclusion of the City's Long-Term Financial Strategy in the Draft CFP document. We would like to see more information about the City's debt service, specifically how much debt is incurred by each department over time relative to debt limits, how quickly debt is being paid off, and the applicable interest rates and interest costs. Graphs that illustrate this information for both the six-year timeframe of the Financial Plan and the 20-year timeframe of the Comprehensive Plan would be especially useful. We believe this information may be useful in helping the City limit its costs of borrowing to the extent possible.



We would also like the City to consider applying an “equity lens” to ensure that investments are being targeted toward areas in which we may have underinvested in the past. For example, is the order in which we build sidewalks taking the needs of the City’s lowest-income populations into account? This could be determined by an overlay of low-income areas and potential project investment, and should be a consideration when identifying projects and project priority.

## **Parks, Arts and Recreation**

The Parks Department has completed many of its high priority projects from last year, including installation of a new sheet-pile bulkhead along Water Street and Fourth Avenue, replacement of deteriorating Priest Point Park facilities, and Isthmus Park interim improvements.

On page 38, the Parks Department notes that in order to meet existing Level of Service standards, it needs to increase the acreage and development of Neighborhood Parks and Community Parks – we are slightly below our LOS ratios – but does not note how much additional park acreage will be needed to meet the needs of the City’s future population in 2034. While the ratio of open space to population appears adequate for now, the department notes that the Open Space Inventory will need to be substantially increased to meet future needs – again, how much more acreage will be needed?

Given the population increase expected downtown, this chapter includes a line item of \$30,000 for an assessment of future urban park needs. While we support this assessment, we are concerned about creating new pocket parks and amenities if we cannot resolve the kinds of problems that occurred at the now-closed Artesian Commons. As part of this assessment, we suggest that the Parks Department describe how it would address the challenges to potential new downtown pocket parks and amenities posed by a substantial street population, given that some of our goals as a city are to encourage walkability, safety, and more visits to our downtown. What are the criteria (design, features, location, size, etc.) that could affect park use by type of population?

Although one section of Percival Landing has been replaced, no other sections are proposed for replacement at this time. The Parks Department proposes instead to continue annual inspections and to make any needed repairs in 2020. The CFP notes that maintenance reserve funds have been set aside in 2016, 2017, and 2018, and that these will be added to additional reserve funds collected in the next six years to make repairs identified in the Five-Year In-Depth Assessment. The source of these new reserve funds will be the Olympia Metropolitan Parks District. We suggest noting when the next Five-year In-Depth Assessment will take place and scheduling the scoping of Phase II of Percival Landing Replacement, depending on the results of that assessment (p.49).

## **Transportation**

As noted earlier, the Public Works Department’s 20-year Transportation Master Plan is in development and appears to be off to an excellent start. We are impressed with the map-based approach the department has adopted, which includes:

- Identifying all of the improvements that will be needed across the City to develop “complete streets” (i.e., accommodation of walkability, cycling, transit, and auto use and freight) to the extent possible
- Maximizing efficiency by compiling all of the needed improvements into one or more projects by location
- Identifying funding sources for these projects, and

- Developing a final schedule of projects based on location and financial feasibility.
- Analysis of impact-fee related transportation improvements will be addressed at a later date.

### *Sidewalks*

Sidewalks are a perennial issue because they are lacking in certain areas where pedestrians feel unsafe, and many of those that exist are in disrepair, yet they are very expensive to build or rebuild and the City wants to ensure that it can accomplish several goals at once before tearing up streets. Sidewalks are expensive because needed storm-water improvements must be made concurrently, pervious concrete must be used, and other issues may need to be addressed. Construction costs also increase every year. In addition to other criteria used by the City, we suggest prioritizing sidewalk construction in and around neighborhood centers, as these centers are intended to increase walkability.

Developers are required to build sidewalks within subdivisions. Sidewalks in local access streets outside of subdivisions are required to be built by adjacent landowners, but many of those landowners are not aware of this requirement. Of those that are, some may pay fees in lieu of building sidewalks. We would like to confirm whether sidewalk fee-in-lieu funds are directed toward building new sidewalks or whether they go into the general fund. In addition, we would like to know whether it might be possible for a group of neighbors to form a special improvement district in order to build sidewalks.

Because “walkability” is a major goal in the Comprehensive Plan, we would like to more clearly see to what extent and how quickly the City is achieving this goal. For example, what percentage of arterials and major collectors are currently complete streets serving all modes of transportation? How much progress will have been achieved by 2024?

### **General Capital Facilities**

The City owns 16 buildings providing space for 500 City employees and 4,500 daily visitors. The chapter notes that a building condition assessment was completed in 2013 and that an update is currently being developed. Annual costs of maintenance and repair are estimated to exceed \$3 million per year, yet the City is only budgeting \$1.4 million per year in the next six years. What is the explanation for this discrepancy? If maintenance and repair are not being fully funded, what is the effect of not completing this work on the condition of the City’s buildings?

What is the source of the “CFP General Revenue” being used to fund these expenses? Would the Utility Tax on cable television be added to the general revenue and, if so, how much funding would it provide? More detail should be provided in this section.

This section notes that the City will determine what needs to be done to bring City-owned buildings into compliance with the Americans with Disabilities Act. It should also add that a transition plan is in development that will identify the projects necessary for compliance.

A number of other capital expenses loom in the near- and longer-term, including:

- Potential purchase or dedication of property to accommodate homeless encampments, cottage development, and other low-income housing solutions in coordination with non-profit organizations
- Implementation of the City’s “Street Tree Master Plan”

- A new Public Library to replace the greatly outgrown facility downtown, depending on the public's support of such a project
- One or more municipal parking garages downtown, and
- Projects to mitigate the effects of sea-level rise downtown.

These projects are not included in the Draft CFP because no funding is currently available, but no funding will be available unless the City identifies projects to be funded. We believe that it is important to begin identifying these projects and exploring all possible funding sources, so that information can begin to be developed and included in future annual updates of the Draft CFP. Public-private partnerships may be especially useful in funding some of these needs.

### Summary

We would like to express our appreciation for the work of all those who helped develop the Draft CFP. Many thanks to Senior Planner Stacey Ray, who provided excellent support, and to the City's department staff who generously provided of their time to answer our questions.

The Olympia Planning Commission appreciates the opportunity to provide these comments and recommendations on the 2019-2024 Draft Capital Facilities and Financial Plan. We hope the Council finds them useful in their budget deliberations. We would be happy to answer any questions that may arise from this letter.

Sincerely,



Rad Cunningham, Chair



Carole Richmond, Vice-Chair



November 1, 2018

Olympia City Council  
PO Box 1967  
Olympia, WA 98507-1967

Dear Mayor Selby and Council Members:

**SUBJECT: UAC 2019 Utility Rates, GFCs, and 2019-2024 CFP Recommendations**

Thank you for the opportunity to provide citizen committee recommendations on 2019 City of Olympia utility rates, general facility charges (GFCs) and the 2019-2024 Capital Facilities Plan (CFP). The members of the Utility Advisory Committee (UAC) understand that this work is a fundamental responsibility of our committee. The UAC understands and supports the important public and environmental health work of the City's four utilities. The UAC believes that City staff work hard to use resources wisely thereby minimizing customer costs. However, we also understand that rate increases must occur to maintain a level of service demanded by the community. When considering rate increase, the UAC seriously considers the impact these increases may have on community members.

The UAC considered City policy, regulatory requirements, changes in revenue and changes in costs beyond the utilities' control. The UAC also considered changes to both usage rates for the utilities and General Facility Charges (GFCs). GFCs are a reflection of the financial value of the existing utility infrastructure and the benefits of the infrastructure to new development. The charges are imposed at the time of initial development. GFC revenues are dedicated to capital budgets.

**Summary of Proposed Rates and GFCs**

For budgetary purposes, the three water-related utilities assume revenue growth for 2019 of 1.5 percent. Waste ReSources assumes a one-percent revenue growth. These revenue growth assumptions are consistent with growth rates experienced in recent years. Ongoing growth-related revenue increases help offset rate changes. The proposed rates are expected to cover 2019 expenditures, including a City staff cost-of-living allowance. The rates also included funding for a 0.5 percent increase in the municipal utility tax, as suggested by City staff. The tax increase will cost ratepayers approximately \$260,000 annually.

The UAC recommends the following utility rate increases in 2019:

- Storm and Surface Water 5.1%
- Wastewater 0%
- Drinking Water 0%
- Waste ReSources 5.5%

We understand that City staff also support these specific increases. As approved by the LOTT Board of Directors, LOTT rates and capacity development charges (CDCs) will increase 3 and 4 percent, respectively.

Including the LOTT rate increase, the combined, weighted rate increase would be approximately 2.6 percent for a typical single-family residence (\$6.40/bi-monthly bill).

### **Storm and Surface Water**

*Utility Rate: 5.1% increase*

The Storm and Surface Water utility is responsible for flood mitigation, water quality improvement and aquatic habitat enhancement. The utility anticipates total expenses to increase by about \$110,000 above estimated revenue. Additionally, the UAC supports increasing sea level rise funding by \$125,000 annually. We understand that these funds will help begin implementation of the Sea Level Rise Response Plan.

*GFC rate: 10% increase*

The UAC supports an incremental increase the Storm and Surface Water GFC. Further increases are financially justified and could be considered in future years.

### **Wastewater**

*Utility Rate: No increase*

The Wastewater utility is responsible for safe conveyance of sewage from homes and business to the LOTT (Lacey, Olympia, Tumwater, and Thurston) Clean Water Alliance treatment facility in downtown Olympia. Based on UAC and staff analysis, the utility can meet 2019 expenses without a rate increase.

*GFC rate: No increase*

The wastewater GFC was increased by three percent to \$3,442 in 2016.

### **Drinking Water**

*Utility Rate: No increase*

The Drinking Water utility provides and protects healthy drinking water for the community as part of a long-term vision that sustains present and future water supplies for our community while protecting the environment.

The Drinking Water rates have increased appreciably in recent years due to formidable infrastructure needs. In 2019, we expect available funds to cover expenditures.

*GFC rate: No increase*

Substantial capital investments have been made during recent years. Drinking water GFCs have been increasing since 2015. An increase is not warranted in 2019.

### **Waste ReSources**

*Utility Rate: Varying rate increases*

Waste ReSources provides waste reduction, recycling and disposal services for residential, commercial, drop-box and organics customers.

While revenues continue to be strong, especially in commercial accounts, the collapse of the recycle commodity market has impacted the utility. The UAC supports staff proposals to manage the resultant

financial challenge as a short-term dynamic. However, a rate increase for residential and drop box activities is necessary. The UAC recommends the following increased rates for 2019:

- Residential 5.5 %
- Commercial 0%
- Drop Box 5.5 %
- Organics 0%

#### **Capital Facilities Plan 2019-2024**

The UAC supports the proposed 2019 – 2024 Capital Facilities Plan (CFP). In general, the CFP (pertinent to the utilities) anticipates that current projects can be funded with the estimated revenues.

However, the UAC is well aware of the capital project challenges faced by the Storm and Surface Water utility in its role as a manager of many environmental legacy problems. While City staff have the necessary expertise, the modest utility finances are inadequate. Sea level rise response is but one example of the discrepancy between need and resourcing.

Thank you for the opportunity to provide our recommendations. These proposals will support the important public health mandates of the four City utilities. The proposed utility rates reflect our responsibility to maintain and improve our essential public infrastructure while remaining cognizant on the impact rate increases may have upon community members.

On behalf of the members of the UAC, please let me know if you have any questions. I can be reached via email at [dhaffner@ci.olympia.wa.us](mailto:dhaffner@ci.olympia.wa.us)

Sincerely,



Dever Haffner-Ratliffe  
Chair, Utility Advisory Committee

ec: UAC Members  
Debbie Sullivan, Administrative Services Director  
Gary Franks, Waste ReSources Director  
Andy Haub, Water Resources Director



**MEMORANDUM**

To: Mayor Selby and Members of the Olympia City Council  
From: Scott Morgan, Chair, Bicycle & Pedestrian Advisory Committee (BPAC)  
Date: October 8, 2018  
Subject: 2019-2024 Preliminary Capital Facilities Plan (CFP) and Bicycle/Pedestrian Facilities

**The purpose of this memorandum is to provide input on the 2019-2024 Preliminary Capital Facilities Plan (CFP) from the Bicycle and Pedestrian Advisory Committee (BPAC) to the Olympia City Council.**

Thank you for the opportunity to comment on the City’s 2019-2024 Preliminary Capital Facilities Plan. Members of the BPAC appreciate the efforts of the Olympia City Council and City staff to anticipate the unprecedented growth expected in Thurston County in the coming decade and to take efforts to mitigate the effects of that growth on both automobile and bike/pedestrian facilities in the City.

**Multi-modal Level of Service (MMLOS):** In 2016, members of the BPAC encouraged the Council and staff to adopt a multi-modal Level of Service (MMLOS) metric with a strong bicycle component to use when evaluating the need for additional facilities or facility maintenance in discrete areas of the city.

We appreciate the increased level of priority for all elements of bicycle and pedestrian facilities, however the implementation of those priorities remains tied to the needs and priorities of the cars – pavement condition and traffic congestion. Priorities are fantastic, however priorities subsequently dependent upon car traffic metrics for implementation are aspirations, not priorities. We need Level of Service metrics for all modes of transportation, as soon as possible. When funding is tied to metrics, then metrics are essential for all of our priorities.

Several cities in Washington already have multi-modal LOS metrics in place (see the Multimodal Concurrency Program Working Paper dated May 10, 2016). BPAC strongly encourages the Olympia City Council to study these plans and modify and adopt a model as soon as possible. Maintaining a level of consistency can best be achieved when all transportation modes have defined metrics.

We support the on-going Transportation Master Plan that specifically includes the MMLOS (bike, pedestrian, transit). However, the current timeline calls for the plan to be adopted around this time next year. In the meantime, bicycle facilities are prioritized according to an aspirational ‘complete streets’ metric and the 2009 Bicycle Master Plan, and subject to other priorities for implementation. We encourage the City to be thinking now about enhanced metrics that support decision-making around funding, and we urge the Council to take concrete steps toward adoption of the MMLOS with a robust bicycle component.

**Transit Access:** Sidewalk construction that provides pedestrians with a direct link to bus routes should be prioritized. As cities like Olympia address the increase in traffic that comes with a bigger population, it’s important to maximize the number of people that we can get out of their cars. This is stated in Transportation Goal #12 (CFP, page 57) which emphasizes limiting traffic congestion as land use density increases.

In addition to bicycle and pedestrian facilities, it will be necessary to emphasize public transportation as an option. An example is Elliott Ave. in West Olympia, which offers the only access to transit on Division St. Emphasis should be on pedestrian safety and ADA access.

**Bike Corridors:** In keeping with Transportation Goal #25 (CFP, page 55), BPAC looks forward to completion of the next two bicycle corridor projects and future expansion of the bike corridors program. Besides making cycling a more acceptable option for families, strategically developed bike corridors could eventually become part of a multi-use trail system that supports bicycle commuting and leads to destinations and activities and other bicycle and pedestrian facilities, especially if streets with sidewalks are incorporated into the corridors.

**Downtown Parking/Bicycle Parking:** Kudos to the City for continuing to make the public aware of parking options downtown and maximizing the space available before considering the construction of a parking garage. Additionally, it is good to see new construction addressing the needs of bicyclists by providing parking for bikes and to know that the City makes bike racks available to businesses currently without them. BPAC supports incentivizing downtown businesses to provide functional bike racks with a goal of at least one bike rack on every block downtown.

**Sidewalk/Pathways:** We appreciate the flashing crossing beacons and curb cuts or bulb outs installed at intersections and major crossings throughout the city. They represent a big improvement in pedestrian facilities. BPAC also supports City efforts to educate users about infrastructure use, including riding bicycles with traffic in bike lanes and walking against traffic if sidewalks are not available.

Sidewalks, crossings, and bicycle lanes or paths are key infrastructures. However, it isn't easily apparent how and why maintenance is ordered or prioritized on these facilities. We need a well-publicized asset-management (cleaning and maintenance) process that is clear and open and transparent, and which connects the users of the facilities to the people who manage it. Sidewalk maintenance, in particular, is a key to safety for all residents, with special emphasis on ADA compliance.

The members of the BPAC concur with Transportation Goal #22 (CFP, page 59), in which sidewalk construction is prioritized based on a more objective multi-modal Level of Service model (see MMLoS paragraph above). This could include primary route retrofitting being given priority based on traffic volume, safety, and street conditions. An example would be Division St. between Farwell and Elliott. While there is a bike lane along Division, lack of a sidewalk often puts pedestrians in the bike lane facing away from traffic which can be hazardous for cyclists and pedestrians alike. This also dovetails nicely with the Transportation Goal #1 to make streets safe and inviting for pedestrians and bicyclists.

**In Conclusion:** We appreciate the broad set of construction and maintenance priorities defined within this CFP for transportation projects. We also appreciate the City's on-going work to develop a Transportation Master Plan, and we look forward to a time when multi-modal Level of Service metrics provide a means of prioritizing the most impactful bicycle and/or pedestrian facilities.

Sincerely,



SCOTT MORGAN  
Chair  
Bicycle & Pedestrian Advisory Committee

SM/ms/kg



Mayor Selby and Members of the Olympia City Council

October 8, 2018

Page 2 of 2

cc: Michelle Swanson, AICP, Senior Program Specialist, Public Works Transportation  
BPAC Members  
Olympia Planning Commission Members



**MEMORANDUM**

**TO:** City Council

**FROM:** Maria Ruth, Chair  
Parks and Recreation Advisory Committee (PRAC)

**DATE:** August 31, 2018

**SUBJECT:** Preliminary 2019-2024 Capital Facilities Plan (CFP)  
PRAC Recommendation to the Olympia City Council

At our August 16, 2018 meeting, PRAC members reviewed the list of proposed park projects included in the Parks Chapter of the *2019-2024 Preliminary Capital Facilities Plan*. We found the projects to align with the plan for capital investments included in the 2016 Parks, Arts & Recreation Plan. Following a staff briefing and discussion by the Committee, we passed a motion to support the projects proposed for inclusion in the Parks Chapter as written in the *2019-2023 Preliminary Capital Facilities Plan*.

Separate from PRAC's support of the CFP as written, Jim Cooper (Councilmember, Finance Committee chair, and PRAC liaison) discussed with PRAC members at our August 16, 2018, meeting the City's possible use of ½ of 1% Non-Voted Utility Tax (NVUT) funds to help address the City of Olympia's emergency housing crisis. PRAC members received this information from Councilmember Cooper but were not asked for a vote or recommendation City Council on this issue.

The Preliminary CFP (p. 48) includes a total of \$5,940,000 of funding for 2019-2024 from Non-Voted Utility Tax intended for parkland acquisition, maintenance, and development.

Thank you for taking the time to consider our recommendation in the course of your CFP review process. Please feel free to contact me by telephone at (360) 350-8583 or by email at [mruth@ci.olympia.wa.us](mailto:mruth@ci.olympia.wa.us) if you have questions or comments.

Sincerely,

Maria Ruth, Chair  
Parks and Recreation Advisory Committee

Cc: Olympia Planning Commission



## City Council

### Approval of an Ordinance Appropriating the 2019 Special Funds

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.S  
**File Number:** 18-1190

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

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**Title**

Approval of an Ordinance Appropriating the 2019 Special Funds

**Recommended Action**

**Committee Recommendation:**

Not referred to a Committee

**City Manager Recommendation:**

Move to approve the ordinance appropriating the 2019 Special Funds on second reading.

**Report**

**Issue:**

Whether to approve an ordinance appropriating the 2019 Special Funds on second reading.

**Staff Contact:**

Debbie Sullivan, Administrative Services Director, 360.753.8499

**Presenter(s):**

None - Consent calendar item

**Background and Analysis:**

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

The City has several Special Funds. They are not included in the Operating or Capital Budgets. These Special Funds have been established to account for specific activities or purposes.

Budget information is included in the attached Ordinance on the following funds/accounts:

- HUD Fund
- Lodging Tax
- Park & Recreational Sidewalk Fund
- Parking and Business Improvement Area
- Farmers Market Repair and Replacement Fund

- Hands On Children’s Museum
- Home Fund Operating (established in 2019)
- Fire Equipment Replacement Fund
- Unemployment Compensation Fund
- Insurance Trust (Risk Management) Fund
- Workers Compensation Fund

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

N/A

**Options:**

1. Move to approve the ordinance on second reading.
2. The ordinance provides authority to expand funds for various purposes.
3. Move to approve the ordinance with different amounts based on City Council direction on first reading and forward to second reading.

**Financial Impact:**

Appropriation Summary:

\$9,418,496 Appropriations - Special Funds  
\$ 3,211,947 Revenue - External Sources  
\$ 5,933,211 Revenue - City of Olympia Internal Sources  
\$ 273,338 Net Use of Fund Balances

**Attachments:**

Ordinance

Ordinance No.

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, APPROPRIATING FUNDS WITHIN VARIOUS SPECIAL FUNDS**

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

**Section 1.** The following appropriations are hereby made:

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
HUD Fund	\$8,166	\$740,000	\$748,166	-
Lodging Tax Fund	-	1,000,000	883,000	117,000
Parking Business Improvement Area Fund	-	100,000	100,000	-
Farmers Market Repair and Replacement Fund	-	-	-	-
Hands On Children's Museum	-	514,000	458,188	55,812
Home Fund Operating Fund	-	1,070,506	1,070,506	-
Fire Equipment Replacement Fund	-	297,387	152,869	144,518
Equipment Rental Replacement Reserve Fund	345,900	1,885,830	2,231,730	-
Unemployment Compensation Fund	-	99,400	85,000	14,400
Insurance Trust Fund	5,211	2,137,035	2,142,246	-
Workers Compensation Fund	245,791	1,301,000	1,546,791	-
<b>TOTALS</b>	<b>\$605,068</b>	<b>\$9,145,158</b>	<b>\$9,418,496</b>	<b>\$331,730</b>

**Section 2. Severability.** The provisions of this Ordinance are declared separate and severable. If any provision of this Ordinance or its application to any person or circumstances is held invalid, the remainder of this Ordinance or application of the provision to other persons or circumstances, shall be unaffected.

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

**Section 4. Effective Date.** This Ordinance shall take effect January 1, 2019.

\_\_\_\_\_  
MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**



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

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

### Approval of an Amendment to Ordinance 7152 (Special Funds)

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.T  
**File Number:** 18-1185

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

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#### **Title**

Approval of an Amendment to Ordinance 7152 (Special Funds)

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve the ordinance that amends Ordinance 7152 on second reading.

#### **Report**

##### **Issue:**

Whether to amend Ordinance 7152 on second reading.

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

Bill Sampson, Accounting Services Manager, Administrative Services, 360.753.8473

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

None - Consent Calendar item

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

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

City Council may revise the City's special funds budget by approving an ordinance. Generally, budget amendments are presented quarterly to Council for their review and approval but may be made at any time during the year. The amended ordinance appropriates funds and provides authorization to expend the funds.

1. Parking and Business Improvement Area (PBIA) Fund operating expenses.

**Appropriation:** \$22,000 for pole banners and flower basket watering expenses.

**Funding:** The available fund balance is being used.

2. Community Planning & Development - HUD Action Plan for Calendar Year 2018 expenditures.

**Appropriation:** \$565,000 for Community Development Block Grant (CDBG) programs, which

includes the City's contribution to the Family Support Center Day Center.

**Funding:** CDBG grant for FY 2018-2019 Action Plan.

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

None known.

**Options:**

- 1) Approve the ordinance that amends Ordinance 7152. Authorizes staff to expend the funds.
- 2) Do not approve the proposed ordinance. This will not provide funding for PBIA programs and other existing funds will have to be diverted from other needs. Staff will need to seek another funding source for the Family Support Center Day Center.

**Financial Impact:**

Total increase in appropriations is \$587,000 and funding is available.

**Attachments:**

Ordinance

**Ordinance No. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON,  
APPROPRIATING FUNDS WITHIN VARIOUS SPECIAL FUNDS AND  
AMENDING ORDINANCE NO. 7152**

**WHEREAS**, the Olympia City Council passed Ordinance No. 7120 on December 19, 2017, appropriating funds within various special funds; and

**WHEREAS**, the Olympia City Council amended Ordinance No. 7120 by passage of Ordinance No. 7137 on April 17, 2018; and

**WHEREAS**, the Olympia City Council amended Ordinance No. 7137 by passage of Ordinance No. 7144 on June 19, 2018; and

**WHEREAS**, the Olympia City Council amended Ordinance No. 7144 by passage of Ordinance No. 7152 on October 2, 2018; and

**WHEREAS**, the following amendments need to be made to Ordinance No. 7152;

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

**Section 1.** The following appropriations are hereby made:

<b>FUND</b>	<b>APPROP. FUND BALANCE</b>	<b>ESTIMATED REVENUE</b>	<b>APPROP.</b>	<b>ADDITIONS TO FUND BALANCE</b>
HUD Fund	\$40,900	\$484,441 \$1,049,441	\$314,940 \$879,940	\$210,401
Lodging Tax Fund	-	800,000	773,527	26,473
Parking Business Improvement Area Fund	7,344 29,344	115,000	117,344 139,344	5,000
Hands On Children's Museum	10,257	500,000	450,255	60,002
The Home Fund (Operating)		305,400	305,400	
Fire Equipment Replacement Fund	60,016	530,000	590,016	-
Equipment Rental Replacement Reserve Fund	-	1,794,187	1,328,110	466,077
Unemployment Compensation Fund	-	93,900	68,200	25,700
Insurance Trust Fund	-	1,851,070	1,847,066	4,004
Workers Compensation Fund	59,000	1,546,000	1,605,000	-
Washington Center Endowment Fund	-	-	-	-
<b>TOTALS</b>	<b>\$177,517</b> <b>\$199,517</b>	<b>\$8,019,998</b> <b>\$8,584,998</b>	<b>\$7,399,858</b> <b>7,986,858</b>	<b>\$797,657</b>



**Section 2. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 3. 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 4. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

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

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**



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DEPUTY CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

### Approval of an Amendment to Ordinance 7153 (Operating Budget)

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.U  
**File Number:** 18-1187

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

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#### **Title**

Approval of an Amendment to Ordinance 7153 (Operating Budget)

#### **Recommended Action**

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

Not referred to a committee.

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

Move to approve an ordinance to amend Ordinance 7153 on second reading.

#### **Report**

##### **Issue:**

Whether to amend Ordinance 7153 on second reading

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

Bill Sampson, Accounting Services Manager, Administrative Services, 360.753.8473

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

None - Consent Calendar item

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

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

City Council may revise the City's operating budget by approving an ordinance. Generally, budget amendments are presented quarterly to Council for their review and approval but may be made at any time during the year. The amended ordinance appropriates funds and provides authorization to expend the funds.

#### **1. Administrative Services - Public Defense Training**

- Appropriation: \$4,500 for travel and registration for training of public defense contractors
- Funding: Grant from the Office of Public Defense

#### **2. Administrative Services - Debt Service Funding**

- Appropriation - \$1 for debt service on LOCAL Debt Fund 2010
- Funding: This was a clerical error from the original Operating Budget Ordinance 7118

**3. Parks - "Oly on Ice"**

- Appropriation: \$90,525 reduction in appropriations for expenses and associated revenue to reflect the actual terms of the contract for "Oly on Ice." Previously, it was thought the City would collect all of the event revenue and then pay a management fee to the vendor out of those proceeds. It has now been determined the City will not collect any revenue until proceeds reach \$90,525.
- Funding: Revenue and Expenditures are reduced by the same amount.

**4. Public Works Equipment Rental Fund - Vehicle Up-fitting**

- Appropriation: \$30,000 for additional vehicle up-fitting charges to new city vehicles.
- Funding: Costs for up-fitting are passed on to departments receiving the vehicles.

**5. Public Works Building Repair and Replacement Fund - Additional Costs**

- Appropriation: \$5,000 for small tools and equipment.
- Funding: Rebate from the Puget Sound Energy - Energy Incentive Program.

**6. Fire Department Additional - Parts for Fleet External Customers**

- Appropriation: \$20,000 additional parts for Fire Fleet external customers
- Funding: Additional revenue from billing external customers.

**7. Fire Department - Medic One Additional Costs**

- Appropriation: \$145,588 for additional wages and benefits for Medic One operations.
- Funding: Billing to Thurston County for Medic One costs.

**8. Fire Department - Training Center consumables**

- Appropriation: \$4,000 for additional consumable supplies at the Mark Noble Training Center.
- Funding: Additional revenue from billing other jurisdictions using the training center.

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

N/A

**Options:**

- 1) Approve the ordinance amending Ordinance 7153. Authorizes staff to expend the funds.
- 2) Do not approve the amending ordinance. The budget amendments presented to the council will not be authorized. If not passed, the activities listed above will not be able to be completed.

**Financial Impact:**

Total increase in appropriations by \$118,564. 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. 7153**

**WHEREAS**, the Olympia City Council passed Ordinance No. 7118 on December 19, 2017, relating to budgets, finance, and salaries; and

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

**WHEREAS**, the Olympia City Council amended Ordinance No. 7118 by passage of Ordinance No. 7138 on April 17, 2018; and

**WHEREAS**, the Olympia City Council amended Ordinance No. 7138 by passage of Ordinance No. 7145 on June 19, 2018; and

**WHEREAS**, the Olympia City Council amended Ordinance No. 7145 by passage of Ordinance No. 7153 on October 2, 2018; and

**WHEREAS**, the following amendments need to be made to Ordinance No. 7153;

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

**Section 1. 2018 Budget.** The budget for the calendar year 2018 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.

<b>FUND</b>	<b>APPROP. FUND BALANCE</b>	<b>ESTIMATED REVENUE</b>	<b>APPROP.</b>	<b>ADDITIONS TO FUND BALANCE</b>
General, Regular Operations	\$1,228,761	\$79,151,238 \$79,234,801	\$80,379,999 \$80,463,562	\$-
General, Special Sub-Funds				
Special Accounts	257,884	909,813	1,167,697	-
Development Fee Revenue	172,393	3,756,900	3,929,293	-
Parking	103,324	1,560,200	1,400,015	263,509
Post Employment Benefits	399,000	1,133,000	1,532,000	-
Washington Center Endowment	284,320	11,500	295,820	-
Washington Center Ops	5,000	455,976	460,976	-
Municipal Arts	-	55,800	55,800	-

Equip & Facilities Reserve	-	1,572,111 1,577,111	1,210,013 1,215,013	362,098
Total General Fund	<b>\$2,450,682</b>	<b>\$88,606,538</b> <b>\$88,695,101</b>	<b>\$90,431,613</b> <b>\$90,520,176</b>	<b>\$625,607</b>
4 <sup>th</sup> /5 <sup>th</sup> Avenue Corridor Bridge Loan	3	548,035	548,038	-
UTGO Bond Fund – 2009 Fire	-	1,195,930	1,191,156	4,774
City Hall Debt Fund – 2009	2,272	2,416,446	2,418,718	-
2010 LTGO Bond – Street Projects	-	435,617	435,613	4
L.O.C.A.L. Debt Fund – 2010	-	178,282	178,281 178,282	± -
2010B LTGO Bonds - HOCCM	10,290	425,098	435,388	-
2013 LTGO Bond Fund	-	675,275	675,275	-
2016 LTGO Parks BAN	-	125,000	125,000	-
Water Utility O&M	310,129	13,983,920	14,294,049	-
Sewer Utility O&M	13,114	20,254,540	20,267,654	-
Solid Waste Utility	267,000	12,159,668	12,375,571	51,097
Stormwater Utility	52,699	5,396,612	5,449,311	-
Water/Sewer Bonds	-	2,041,982	2,032,448	9,534
Stormwater Debt Fund	1	123,648	123,649	-
Equipment Rental	-	2,371,022 2,401,022	2,359,540 2,389,540	11,482
<b>TOTALS</b>	<b>\$3,106,190</b>	<b>\$150,937,613</b> <b>\$151,056,176</b>	<b>\$153,341,304</b> <b>\$153,459,868</b>	<b>\$702,499</b> <b>\$702,498</b>

**Section 2. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 3. 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 4. Salaries and Compensation.** The salaries and compensation for the City of Olympia employees for the calendar year 2018 shall be as set forth in the "Supplementary Information" section of the 2018 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 5. 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 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 effect five (5) days after publication, as provided by law.

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**



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CITY ATTORNEY

**PASSED:**

**APPROVED:**

**PUBLISHED:**



## City Council

### Approval of an Amendment to Ordinance 7154 (Capital Budget)

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.V  
**File Number:** 18-1186

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

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**Title**

Approval of an Amendment to Ordinance 7154 (Capital Budget)

**Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Move to approve the ordinance that amends Ordinance 7154 on second reading.

**Report**

**Issue:**

Whether to amend Ordinance 7154 on second reading.

**Staff Contact:**

Bill Sampson, Accounting Services Manager, Administrative Services, 360.753.8473

**Presenter(s):**

None - Consent Calendar item

**Background and Analysis:**

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

City Council may revise the City's capital budget by approving an ordinance. Generally, budget amendments are presented quarterly to Council for their review and approval but may be made at any time during the year. The amended ordinance appropriates funds and provides authorization to expend the funds.

1. **Public Works**

- Drinking Water Capital Fund - Seismic Upgrades to Reservoirs
- Appropriation: \$3,030,000 for seismic upgrades to the Elliott Reservoir and Fir St. reservoir.
- Funding: Public Works Trust Fund Loan.

2. **Public Works**

- Stormwater Capital Fund - General Projects
- Appropriation: \$42,140 for general projects in the Stormwater Capital Fund.
- Funding: Proceeds from settlement of a claim.

3. **Parks, Arts and Recreation**

- Home Fund Capital Fund - Martin Way Land Purchase
- Appropriation: \$1,350,735 for purchase of Martin Way property previously authorized with approval of Interfund loan.
- Funding: General Fund Interfund loan.

4. **Parks, Arts and Recreation**

- Capital Improvement Project Fund - Stevens Field Project
- Appropriation: Reduce appropriations of \$397 for unused funds. This is the result of the Stevens Field Project being completed.
- Funding: Transfer remaining funds to Parks capital projects for use on future projects.

5. **Parks, Arts and Recreation**

- Capital Improvement Project Fund - Parks Percival Landing Railing
- Appropriation: \$800 for railing at Percival Landing.
- Funding: Private donation proceeds.

6. **Parks, Arts and Recreation**

- Capital Improvement Project Fund - Percival Landing Project
- Appropriation: \$921,500 for Percival Landing project.
- Funding: Grant from WA State Department of Commerce.

7. **Parks, Arts and Recreation**

- Parks and Recreational Sidewalk Fund - Percival Landing Bulkhead Project.
- Appropriation: \$225,000 transfer to Capital Improvement Fund for Percival Landing Bulkhead Project from the Parks and Recreational Sidewalk Fund for the Percival
- Funding: Funding provided by fund balance in the Parks and Recreational Sidewalk Fund.

The appropriation for the bulkhead project was part of the third quarter budget amendment approved by City Council. However, the ordinance only recognized the expenditure but did not recognize the revenue being transferred out of the Parks and Recreation Sidewalk fund.

8. **Community Planning & Development**

- Home Fund Capital Fund - Purchase of 2828 Martin Way
- Appropriation: \$4053 interest on interfund loan for property acquisition and \$1 additional for actual property purchase
- Funding: Recognize unanticipated Home Fund sales tax revenue

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

None known.

**Options:**

- 1) Approve the ordinance amending Ordinance 7154. This allows staff to continue capital projects, complete seismic upgrades to reservoirs and return unused funds to be used on



future projects.

- 2) Do not approve the amending ordinance. This would stop certain projects.

**Financial Impact:**

Total increase in appropriations is \$5,573,832. The sources of funding are from grants, a General Fund Interfund loan, and private donations.

**Attachments:**

Ordinance

**Ordinance No.**

**AN ORDINANCE RELATING TO THE ADOPTION OF THE CITY OF OLYMPIA'S CAPITAL FACILITIES PLAN FOR THE YEARS 2018-2023 AND AMENDING ORDINANCE NO. 7154.**

**WHEREAS**, the Olympia City Council adopted the Capital Facilities Plan for years 2018 through 2023 by passing Ordinance No. 7119 on December 19, 2017; and

**WHEREAS**, the CFP meets the requirements of the Washington State Growth Management Act, including RCW 36.70A.070(3); and

**WHEREAS**, the Olympia City Council amended Ordinance No. 7119 by passage of Ordinance No. 7136 on April 17, 2018; and

**WHEREAS**, the Olympia City Council amended Ordinance No. 7136 by passage of Ordinance No. 7143 on June 19, 2018; and

**WHEREAS**, the Olympia City Council amended Ordinance No. 7143 by passage of Ordinance No. 7147 on July 24, 2018; and

**WHEREAS**, the Olympia City Council amended Ordinance No. 7147 by passage of Ordinance No. 7154 on October 2, 2018; and

**WHEREAS**, the following amendments need to be made to Ordinance No. 7154;

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

**Section 1.** That certain document entitled the "Capital Facilities Plan," covering the years 2018 through 2023, 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 2017 all appropriations and allocations not otherwise closed, completed, or deleted from prior fiscal years' capital budgets.

**Section 5.** The following appropriations are hereby made:

<b>FUND</b>	<b>APPROP. FUND BALANCE</b>	<b>ESTIMATED REVENUE</b>	<b>APPROP.</b>	<b>ADDITIONS TO FUND BALANCE</b>
Impact Fee Fund	\$4,041,298	-	\$1,395,145	\$2,646,153
SEPA Mitigation Fee Fund	23,800	-	23,800	-

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
Parks & Recreational Sidewalk, Utility Tax Fund	225,000	2,900,000	2,900,000 3,125,000	-
Real Estate Excise Tax Fund	-	3,925,400	3,925,400	-
Capital Improvement Fund	-	19,757,218 20,679,121	19,707,218 20,629,121	50,000
Home Fund Capital Fund	-	1,354,789	1,354,789	-
Water CIP Fund	485,000	5,066,000 8,096,000	5,551,000 8,581,000	-
Sewer CIP Fund	1,215,699	741,301	1,957,000	-
Storm Water CIP Fund	-	2,450,726 2,492,866	2,450,726 2,492,866	-
Storm Drainage Mitigation Fund	-	-	-	-
<b>TOTALS</b>	<b>\$5,765,797</b> <b>\$5,990,797</b>	<b>\$34,840,645</b> <b>\$40,189,477</b>	<b>\$37,910,289</b> <b>\$43,484,121</b>	<b>\$2,696,153</b>

**Section 6. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 7. 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 8. Ratification.** Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

**Section 9. Effective Date.** This Ordinance shall take effect five (5) days after publication, as provided by law.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:



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

PASSED:

APPROVED:

PUBLISHED:



## City Council

### Approval of an Ordinance Declaring a Continuing State of Public Health Emergency Relating to Homelessness - First and Final Reading

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.W  
**File Number:** 18-1215

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**Type:** ordinance **Version:** 1 **Status:** 2d Reading-Consent

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#### **Title**

Approval of an Ordinance Declaring a Continuing State of Public Health Emergency Relating to Homelessness - First and Final Reading

#### **Recommended Action**

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

Not referred to a committee

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

Move to approve the ordinance declaring a continuing state of public health emergency relating to human health and environmental conditions caused by increasing homelessness in our community on first and final reading.

#### **Report**

##### **Issue:**

Whether to approve an ordinance declaring a continuing state of public health emergency relating to increasing homelessness in our community.

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

Mark Barber, City Attorney, 360.753.8338

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

None - Consent Calendar Item.

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

Homelessness is an issue of urgent public concern facing Olympia and the region. On June 14, 2018, the Thurston County Board of Health declared homelessness a public health crisis in Thurston County.

The latest Point-in-Time homeless census found at least 320 people sleeping unsheltered in unmanaged conditions countywide. In addition to this annual count, City staff periodically conducts

an early morning count of people sleeping on the street in downtown; routinely finding approximately 130 people living unsheltered within the core of downtown.

On July 17, 2018, the City Council passed and adopted an ordinance declaring a public health emergency. Since that date, less than six months ago, the number of tents for homeless persons in downtown Olympia has increased by more than three hundred percent (300%). Since first declaring a public health emergency, the City of Olympia has been in the process of identifying and implementing solutions-based actions to address this increasingly challenging issue.

Declaring a state of continuing public health emergency provides a factual basis for the City's present and existing public health emergency, and references statutory authority that allows the City more flexibility to act quickly in response to homelessness. Under the ordinance, the City may, for example, obligate funds, enter into contracts, or site facilities outside of normal time-consuming procedures.

The continuing public health emergency ordinance shall take effect immediately upon adoption by a vote of a majority plus one, and the emergency will be in effect through June 19, 2021. In six months after adoption of this continuing public health emergency ordinance, the City Council will review the conditions that gave rise to this public health emergency to determine if this ordinance should be extended for another six-month period, with possible successive renewals until the sunset date.

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

Homelessness is an issue of significant concern to the citizens, businesses and homeless in the City of Olympia.

**Options:**

1. Move to approve the continuing ordinance declaring a state of public health emergency relating to human health and environmental conditions caused by increasing homelessness in our community.
2. Move to take no action.

**Financial Impact:**

None

**Attachments:**

Ordinance

Ordinance No. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, RELATING TO PUBLIC HEALTH AND SAFETY; DECLARING A CONTINUING STATE OF PUBLIC HEALTH EMERGENCY RELATING TO HUMAN HEALTH AND ENVIRONMENTAL CONDITIONS CAUSED BY INCREASING HOMELESSNESS; AUTHORIZING SUCH ACTIONS AS ARE REASONABLE AND NECESSARY IN LIGHT OF SUCH EMERGENCY TO MITIGATE THE CONDITIONS GIVING RISE TO SUCH PUBLIC HEALTH EMERGENCY; DECLARING AN EMERGENCY SO THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION; AND PROVIDING FOR SUNSET OF THIS ORDINANCE.**

**WHEREAS**, persistent and increasing homelessness is a public health and safety issue that greatly impacts people experiencing homelessness, as well as the entire community, all citizens, neighborhoods, and businesses; and

**WHEREAS**, the Olympia City Council passed Ordinance No. 7146 on July 17, 2018, finding and declaring a public health emergency relating to human health and environmental conditions caused by increasing homelessness in the City of Olympia; and

**WHEREAS**, since the adoption of Ordinance No. 7146 on July 17, 2018, the number of homeless persons and tents within the downtown zone of the City of Olympia has dramatically increased by over three hundred percent (300%), particularly since August 2018, causing serious and detrimental conditions relating to human health, sanitation, and welfare; and

**WHEREAS**, the number of homeless persons occupying portions of the downtown zone within the City of Olympia has caused significant and real problems for public health and safety relating to human excrement, urine, trash, refuse, needles associated with drug use; all of which pose a serious and immediate danger to public health; and

**WHEREAS**, the Olympia City Council finds that in Olympia and Thurston County and throughout the nation, large numbers of individuals, families and unaccompanied youth are experiencing homelessness due to such factors as job loss, rising housing costs, stagnant and declining wages, family crisis, domestic violence, trauma, substance abuse, and mental health issues, and discrimination based on race, disability, sexual orientation, gender expression, and transgender status; and that such conditions have not abated or decreased since the adoption by Council of Ordinance No. 7146 on July 17, 2018, but have shown increasing signs within the City of Olympia; and

**WHEREAS**, communities such as Seattle, Washington; Tacoma, Washington; Portland, Oregon; and Los Angeles, California, have declared states of emergency in order to provide expedited emergency services and shelters for unsheltered individuals, families and unaccompanied youth and are continuing to struggle with the effects of homelessness within their respective jurisdictions; and

**WHEREAS**, the supply of available temporary shelter beds in the county and City of Olympia is inadequate to meet demand of homeless persons; and

**WHEREAS**, the Eighth Amendment to the U.S. Constitution, as interpreted by the Ninth Circuit Court of Appeals in *Martin v. City of Boise*, 902 F.3d 1031 (Sept. 4, 2018) precludes the City from enforcing criminal ordinances against homeless persons for sleeping outside on public property when there is no access to alternative shelter; and

**WHEREAS**, the Olympia City Council finds there is an emergency need for designated public property so homeless persons may lawfully camp within the City of Olympia with public sanitation facilities, potable water, and collection of trash and refuse for proper solid waste disposal; and

**WHEREAS**, the experience of being unsheltered is traumatic and endangers public health as these conditions expose occupants to harmful weather conditions, communicable diseases such as hepatitis, tuberculosis, respiratory illnesses, malnutrition, and violence; and exacerbate medical conditions such as high blood pressure, diabetes and asthma because there is no safe place to properly store medications or syringes; and

**WHEREAS**, mental health issues such as depression or schizophrenia often develop or intensify for unsheltered individuals, and those conditions frequently co-occur with a complex mix of severe physical, alcohol and/or substance use, and other social problems; and

**WHEREAS**, when a patient's health is continually compromised by unstable conditions health care services are rarely effective, and inpatient hospitalization or residential drug treatment and mental health care rarely have lasting impacts when a patient is returned to a homeless environment; and

**WHEREAS**, other environmental degradation can occur, such as damage to critical wetlands and wetland and river buffers when occupied by encampments, or surface water contamination due to runoff from garbage that can find its way into groundwater, rivers, and to other waterbodies causing harm to people, fish and wildlife; and

**WHEREAS**, the above circumstances are and continue to present significant public health and safety issues for the entire community and necessitate urgent further actions to mitigate the conditions giving rise to this threat to public health and safety; and

**WHEREAS**, the City is confronted with exigent financial circumstances related to this public health and safety emergency to protect its citizens and residents, and to protect the community; and

**WHEREAS**, the above man-made circumstances warrant the exercise of the City's power to declare a public health emergency under authority of Article XI, Section 11, of the Washington State Constitution; 35A.11.020 RCW; 35A.11.030 RCW; 35A.13.190 RCW; 35A.38.010 RCW; 35.33.081 RCW; Chapter 38.52 RCW; Chapter 39.04 RCW; WAC 197-11-880; and other applicable laws and regulations, and pursuant to Chapter 2.24 of the Olympia Municipal Code, and pursuant thereto, and the authorization of such extraordinary measures as are reasonable and necessary in light of such continuing public health emergency to mitigate the conditions giving rise to the public emergency;

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

**Section 1.** The above-stated recitals are adopted as findings of the Olympia City Council and are incorporated by this reference as though fully set forth herein.

**Section 2.** It is hereby declared that a continuing state of emergency exists due to an exigent threat to human health and environmental conditions related to homelessness affecting the City of Olympia. Therefore:

- A.** The City Manager is hereby authorized and empowered to carry out those powers and duties as are reasonable and necessary to mitigate the effects of the emergency.
- B.** All of the personnel, services and facilities of the City of Olympia will be utilized as needed, in response to the emergency needs of the community.
- C.** Those departments, officers, and employees of the City are authorized and empowered, among other things, to do the following:

- (1) Obligate funds for emergency expenditures as directed by the City Council;
  - (2) Enter into contracts and incur obligations necessary to combat such emergency situations to protect the health and safety of persons and property;
  - (3) Provide appropriate emergency shelter to houseless individuals; and
  - (4) Take other actions, as appropriate, in response to such emergency.
- D. Each designated City department is authorized to exercise the powers vested under Section 2 of this Ordinance in the light of these exigencies of an extreme emergency situation without regard to time consuming procedures and formalities prescribed by law (with the exception of mandatory constitutional requirements).

**Section 3. Sunset Provision.** This Ordinance shall sunset and no longer be in force or effect at 11:59 p.m. on December 19, 2021. The City Council shall, no later than six (6) months after the effective date of this Ordinance, review the conditions that have given rise to this public health emergency to determine if such conditions warrant keeping in place the extraordinary measures authorized herein to respond to this continuing public health emergency. If the City Council finds such conditions still exist, the City Council may extend this Ordinance for an additional six (6) month period, and can do so successively until the sunset date on December 19, 2021.

**Section 4. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 5. 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 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 is for the immediate preservation of public peace, health, safety, and welfare of the public, and shall take effect upon adoption, as provided by law.

\_\_\_\_\_  
MAYOR

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**PASSED:**

**APPROVED:**

**PUBLISHED:**





## City Council

### Approval of an Ordinance Related to Permitting Residential Uses in the Medical Services Zoning District

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 4.X  
**File Number:** 18-1192

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

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#### **Title**

Approval of an Ordinance Related to Permitting Residential Uses in the Medical Services Zoning District

#### **Recommended Action**

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

The Olympia Planning Commission recommends approval of the code text amendments after conducting a public hearing and deliberating on the proposed changes.

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

Move to approve the ordinance related to permitting residential uses in the Medical Services zoning district on first reading and forward to second reading.

#### **Report**

##### **Issue:**

Whether to approve an ordinance related to permitting residential uses in the medical Services zoning district.

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

Catherine McCoy, Associate Planner, Community Planning and Development, 360. 570.3776  
Joyce Phillips, Senior Planner, Community Planning and Development, 360.570.3722

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

None - Consent Calendar Item.

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

The City of Olympia has two areas zoned for Medical Service land uses: one in the vicinity of Providence St. Peter Hospital and the other around Capital Medical Center. Both areas are now well-established with medical uses and both allow for residential uses to serve the greater community and for those who work in the medical facilities in the zoning districts. There is one provision in the zoning code that pertains only to the Medical Services zone on the east side of the city, in the vicinity of Providence St. Peter Hospital. Section 18.06.060(T) restricts residential uses within 600 feet of Lilly Road to only be allowed above the ground floor in mixed use buildings.

The Housing Authority of Thurston County proposed deletion of Section 18.06.060(T). If approved, this would allow for the two remaining vacant parcels (one on the east side of Lilly Road and one on the west side of the street) to develop with ground floor residential uses in single use or mixed use buildings. (See the attached map of the affected properties.) It would also allow for any future redevelopment in the zone to provide ground floor residential uses.

The purpose of the Medical Services zoning district is identified in Section 18.06.020(B)(7). While the purpose of the zone is primarily directed to medical land uses and commercial land uses that support those medical uses, there is also a statement of support for "...relatively high density housing near medical facilities to help meet the needs of the large number of people employed there."

Review of the proposed text amendment was completed following the process outlined in Chapter 18.58 of the Olympia Municipal Code. No concerns were identified during the review. Both city staff and the Olympia Planning Commission recommend approval of the text amendment, as proposed.

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

There were no public comments received during the public comment period or at the public hearing.

**Options:**

1. Approve the ordinance as proposed.
2. Approve the ordinance with modifications.
3. Do not approve the ordinance.

**Financial Impact:**

None

**Attachments:**

Ordinance  
Affected Properties Map  
Application

**AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING SECTIONS 18.06.040, TABLE 6.01, AND 18.06.060 OF THE OLYMPIA MUNICIPAL CODE RELATED TO THE MEDICAL SERVICE ZONING DISTRICT.**

**WHEREAS**, the Housing Authority of Thurston County requested amendments to Chapter 18.06 of Olympia Municipal Code (OMC) related to the Medical Service Zoning District (the Proposed Amendments); and

**WHEREAS**, on September 26, 2018, the Proposed Amendments were sent to the Washington State Department of Commerce Growth Management Services with the Notice of Intent to Adopt a Development Regulation Amendment as required by RCW 36.70A.106, and no comments were received from state agencies during the comment period; and

**WHEREAS**, the City of Olympia determined the Proposed Amendments are exempt under the State Environmental Policy Act (SEPA), pursuant to Washington Administrative Code 197-11-800; and

**WHEREAS**, on November 19, 2018, the Olympia Planning Commission received briefings on the Proposed Amendments; and

**WHEREAS**, on November 22, 2018, a legal notice was published in *The Olympian* newspaper regarding the December 3, 2018 public hearing on the Proposed Amendments before the Olympia Planning Commission; and

**WHEREAS**, on December 3, 2018, the Planning Commission held a public hearing and deliberated on the Proposed Amendments; and

**WHEREAS**, following the public hearing and deliberations, the Planning Commission recommended amendments to Chapter 18.06 of the Olympia Municipal Code, as proposed; and

**WHEREAS**, the Proposed Amendments are consistent with the Olympia Comprehensive Plan other chapters of the Olympia Municipal Code; and

**WHEREAS**, the Proposed Amendments meets the goals and requirements of the Growth Management Act; and

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

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

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

**Section 1. Amendment of OMC 18.06.040.** Olympia Municipal Code Section 18.06.040, Table 6.01, is hereby amended to read as follows:

**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
District-Wide Regulations	18.06.060(R)				18.06.060(F)(2)	18.06.060(HH)	18.06.060(F)(2)						18.130.020	
<b>1. EATING &amp; DRINKING ESTABLISHMENTS</b>														
Drinking Establishments			P		P	P	P		C 18.06.060(P)		P	P	P	
Drinking Establishments - Existing		P 18.06.060(GG)				P								
Restaurants, with drive-in or drive-through			P 18.06.060(F)(3)										P 18.06.060(F)(3)	
Restaurants, with drive-in or drive-through, existing			P				P 18.06.060(U)					C	P	

**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Restaurants, without drive-in or drive-through	P 18.06.060(U)(3)	C	P	P 18.06.060(U)(2)	P	P	P 18.06.060(U)(1)	P	P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060(F)(2)	18.06.060(HH)	18.06.060(F)(2)							
<b>2. INDUSTRIAL USES</b>														
Industry, Heavy														
Industry, Light			C		P/C 18.06.060(N)									
On-Site Treatment & Storage Facilities for Hazardous Waste					P 18.06.060(Q)									

**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Piers, Wharves, Landings					P									
Printing, Industrial			C		P/C 18.06.060 (N)									
Publishing		C	C		P		P		C	C				
Warehousing			P		P/C 18.06.060 (AA)		P							
Welding & Fabrication			C		P/C 18.06.060 (N)		P							
Wholesale Sales		C 18.06.060( BB)(3)	P		P/C	18.06.060 (BB)		P		P	18.06.060( BB)(2)			
Wholesale Products Incidental to Retail Business			P		P	P						P	P	
District-Wide Regulations	18.06.060( R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060( F)(2)							

**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
<b>3. OFFICE USES (See also SERVICES, HEALTH)</b>														
Banks		P	P		P/C 18.06.060 (D)(2)	P 18.06.060 (D)(2)	P/C 18.06.060( D)(2)	P	P	P	P	P 18.06.060 (D)(1)	P 18.06. 060 (F)(3)	
Business Offices		P	P		P	P	P	P	P	P	P	P	P	
Government Offices		P	P		P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06.060( R)				18.06.060 (F)(2)	18.06.060 (HH)	18.06.060( F)(2)							
<b>4. RECREATION AND CULTURE</b>														
Art Galleries	P	P	P		P	P	P		P	P	P	P	P	

**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Auditoriums and Places of Assembly			P		P	P	P					P	P	
Boat Clubs					P	P								
Boating Storage Facilities					P			P						
Commercial Recreation		C	P		P	P	P	P		C	C	P	P	
Health Fitness Centers and Dance Studios	P	P 18.06.060(L)	P	P	P	P	P	P	P	P 18.06.060(L)	P 18.06.060(L)	P	P	
Libraries	C	C	C	C	P	P	P		P	C	P	P	P	18.04.060(V)
Marinas/Boat Launching Facilities					P 18.06.060(CC)	P								
Museums		C	P		P	P	P		P	C	C	P	P	18.04.060(V)



**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Parks, Neighborhood	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)
Parks & Playgrounds, Other	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(T)
Theaters (Drive-in)			C											
Theaters (No drive-ins)			P		P	P	P				C	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060(F)(2)	18.06.060(HH)	18.06.060(F)(2)							
<b>5. RESIDENTIAL</b>														
Apartments		P	P	P 18.06.060 (F)	P	P	P		P	P	P	P	P	
Apartments above ground floor in mixed	P	P	P	P 18.06.060 (F)	P	P	P		P	P	P	P	P	

**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
use development														
Boarding Houses		P	P	P <del>18.06.060</del> (F)	P	P	P		P	P	P	P	P	
Co-Housing		P	P			P	P			P	P		P	
Duplexes	P	P	P	P <del>18.06.060</del> (F)			P		P	P	P		P	
Fraternities, Dormitories		C	P	P <del>18.06.060</del> (F)	P	P	P		P	C	P	P	P	
Group Homes (6 or less)	P	P	P 18.06.060 (K)	P <del>18.06.060</del> (F)	P	P	P 18.06.060( K)		P	P	P	P 18.06.060 (K)	P 18.06.060 (K)	18.04.060(K )
Group Homes (7 or more)	C	C	C 18.06.060 (K)	C <del>18.06.060</del> (F)	C	C	C 18.06.060( K)		C	C	C	C 18.06.060 (K)	P 18.06.060 (K)	18.04.060(K )

**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Mobile or Manufactured Homes Park - Existing		C	C	C <del>18.06.060</del> (F)						C			C	18.04.060(P)
Quarters for Night Watch person/Caretaker					P	P								
Retirement Homes		P	P	P <del>18.06.060</del> (F)	P	P	P		P	P	P	P	P	
Single-Family Residences	P	P	P	P <del>18.06.060</del> (F)			P		P	P	P	P	P	
Single Room Occupancy Units			C		P	P	P		P				C	
Townhouses	P	P	P	P <del>18.06.060</del> (F)		P	P		P	P	P	P	P	

**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

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Triplexes, Fourplexes, and Cottage Housing		P											P	
District-Wide Regulations	18.06.060(R)				18.06.060(F)(2)	18.06.060(HH)	18.06.060(F)(2)							
<b>6. RETAIL SALES</b>														
Apparel and Accessory Stores			P		P	P	P					P	P	
Boat Sales and Rentals			P		P	P	P	P					P	
Building Materials, Garden and Farm Supplies	P		P		P	P	P					P	P	
Commercial Greenhouses, Nurseries, Bulb Farms	C	C 18.04.060(G)	C	C					C		P	P		18.04.060(G)

**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Electric Vehicle Infrastructure	P	P	P	P	P 18.06.060 (W)	P 18.06.060 (W)	P 18.06.060( W)	P	P	P	P	P	P	
Food Stores	P	P 18.06.060( H)	P		P	P	P		P	P 18.08.060 (H)	P	P	P	
Furniture, Home Furnishings, and Appliances			P		P	P	P				P	P	P	
Gasoline Dispensing Facilities accessory to a permitted use	P 18.06.060( W)(4)		P		P 18.06.060 (W)		P 18.06.060( W)(2)	P				P 18.06.060 (W)	P 18.06. 060 (W)	
Gasoline Dispensing Facility accessory to a permitted use - Existing	P 18.06.060( W)		P		P 18.06.060 (W)		P 18.06.060( W)				P	P 18.06.060 (W)	P	

**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
General Merchandise Stores	P	P 18.06.060(J)	P		P	P	P			P 18.06.060(J)	P	P	P	
Mobile, Manufactured, and Modular Housing Sales			P											
Motor Vehicle Sales			P				P	P					P	
Motor Vehicle Supply Stores			P		P	P	P	P			P	P	P	
Office Supplies and Equipment		P 18.06.060(DD)	P		P	P	P		P	P 18.06.060(DD)	P	P	P	18.06.060(C) C
Pharmacies and Medical Supply Stores	P	P 18.06.060(EE)	P	P	P	P	P		P	P 18.06.060(EE)	P	P	P	18.06.060(D) D
Specialty Stores	P 18.06.060(Y)(3)	P 18.06.060(Y)(4)	P	C 18.06.060(Y)(2)	P	P	P			P 18.06.060(Y)(4)	P	P 18.06.060(Y)(1)	P	

**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
District-Wide Regulations	18.06.060(R)				18.06.060(F)(2)	18.06.060(HH)	18.06.060(F)(2)							
<b>7. SERVICES, HEALTH</b>														
Hospitals				P			P		P					
Nursing, Congregate Care, and Convalescence Homes	C	P	C	P			C		C	C	C	P	P	18.04.060(S)
Offices, Medical		P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Offices/Clinics		P	P	P			P			P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060(F)(2)	18.06.060(HH)	18.06.060(F)(2)							
<b>8. SERVICES, LODGING</b>														
Bed & Breakfast	P	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)	P	P	P			P	P	P	P	18.04.060(L)(3)(c)

**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Houses (1 guest room)														
Bed & Breakfast Houses (2 to 5 guest rooms)	C	P 18.06.060(E)	P 18.06.060(E)	P 18.06.060(E)	P	P	P		C	P	P	P	P	18.04.060(L)(3)(c)
Hotels/Motels			P	C	P		P		P				P	
Lodging Houses		P	P	P	P		P		P	P	P	P	P	
Recreational Vehicle Parks			P										P	
District-Wide Regulations	18.06.060(R)				18.06.060(F)(2)	18.06.060(HH)	18.06.060(F)(2)							
<b>9. SERVICES, PERSONAL</b>														
Adult Day Care Home	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)(3)(b)
Child Day Care Centers	C	P	P	P	P	P	P		P	P	C	P	P	18.04.060(D)



**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Crisis Intervention	C	P	C	P			P		C	P	C	C	C	18.04.060(I)
Family Child Care Homes	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Funeral Parlors and Mortuaries		C	P				P			C		P	P	
Laundries and Laundry Pick-up Agencies	P	P	P	P	P	P	P			P	P	P 18.06.060 (O)	P	
Personal Services	P	P	P	P	P	P	P	P	P	P	P	P	P	
District-Wide Regulations	18.06.060(R)				18.06.060(F)(2)	18.06.060(HH)	18.06.060(F)(2)							
<b>10. SERVICES, MISCELLANEOUS</b>														
Auto Rental Agencies			P		P	P	P	P			C	P	P	

**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Equipment Rental Services, Commercial			P		P		P				P	P	P	
Equipment Rental Services, Commercial - Existing		P 18.06.060(FF)												
Ministorage			P				P							
Printing, Commercial	P	P	P		P	P	P		P	P	P	P	P	
Public Facilities (see also Public Facilities, Essential on next page)	C	C	C	C	P	C	P	P	P	C	C	C	C	18.04.060(V)
Radio/T.V. Studios		P	P		P	P	P		P	P	P	P	P	
Recycling Facilities	P	P	P	P	P		P		P	P	P	P	P	18.06.060(V)

**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
School - Colleges and Business, Vocational or Trade Schools		C	P		P	P	P		P	C	C	C	P	18.06.060(X)
Service and Repair Shops			P				P	P				P	P	
Service Stations/Car Washes			P				P 18.06.060(W)	P				P 18.06.060(W)	P 18.06.060(W)	
Service Stations/Car Washes - Existing			P		P 18.06.060(W)		P 18.06.060(W)				P	P 18.06.060(W)	P 18.06.060(W)	
Servicing of Personal Apparel and Equipment	P	P	P		P	P	P			P	P	P	P	
Truck, Trailer, and			P					P						

**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Recreational Vehicle Rentals														
Workshops for Disabled People	C	C	C	C	P	C	P		C	C	C	C	C	18.04.060(R)
District-Wide Regulations	18.06.060(R)				18.06.060(F)(2)	18.06.060(HH)	18.06.060(F)(2)							
<b>11. PUBLIC FACILITIES, ESSENTIAL</b>														
Airports			C										C	18.06.060(G)
Inpatient Facilities		C	C	C 18.06.060(T)	C		C		C	C	C	P	P	18.06.060(G) 18.04.060(K)
Jails			C		C		C		C				C	18.06.060(G)
Mental Health Facilities			C	C 18.06.060(T)	C		C						C	18.06.060(G)

**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
														18.04.060(K)
Other Correctional Facilities		C	C	C 18.06.060 (T)	C	C	C		C	C	C	C	C	18.06.060(G)
Other facilities as designated by the Washington State Office of Financial Management, except prisons and solid waste handling facilities		C	C		C		C			C	C	C	C	18.06.060(G)
Radio/TV and Other Communication Towers and Antennas	C	C	C	C	C	C	C	C	C	C	C	C	C	18.06.060(G) ) 18.44.100

**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Sewage Treatment Facilities	C	C	C	C	P		P		C	C	C	C	C	18.06.060(G) ) 18.04.060(X) )
State Education Facilities		C	C		C		C		C	C	C	C	C	18.06.060(G) ) 18.06.060(X) )
State or Regional Transportation Facilities	C	C	C	C	C	C	C		C	C	C	C	C	18.06.060(G) )
District-Wide Regulations	18.06.060(R)				18.06.060(F)(2)	18.06.060(HH)	18.06.060(F)(2)							
<b>12. TEMPORARY USES</b>														
Entertainment Events			P		P	P	P						P	

**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Off Site Contractor Offices	P	P	P	P	P	P	P	P	P	P	P	P	P	18.04.060(D) D)
Emergency Housing	P	P	P	P	P			P	P	P	P	P	P	18.04.060(D) D)
Fireworks, as determined by Fire Dept.			P		P	P	P				P	P	P	9.48.160
Mobile Sidewalk Vendors		P	P	P	P	P	P			P	P	P	P	
Parking Lot Sales			P		P	P	P	P			P	P	P	
Residences Rented for Social Event (6 or less in 1 year)	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(D) D)
Residences Rented for Social Event (7	C	C	C	C	C	C	C		C	C	C	C	C	

**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
or more in 1 year)														
Temporary Surface Parking Lot		P	P		P	P	P		P					
District-Wide Regulations	18.06.060(R)				18.06.060(F)(2)	18.06.060(HH)	18.06.060(F)(2)							
<b>13. OTHER USES</b>														
Accessory Structures/Uses														
Adult Oriented Businesses			P										P	18.06.060(B)
Agriculture	P	P	P	P					P	P	P	P	P	
Animals	P	P	P	P	P	P	P		P	P	P	P	P	18.06.060(C)
Cemeteries	C	C	C	C					C	C	C		C	
Conference Center			P		P	P	P						P	



**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>A S</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Fraternal Organizations		P	P		P	P	P		P/C 18.06.060(I)	P	P	P	P	
Gambling Establishments			C											
Garage/Yard/Rummage and Other Outdoor Sales	P	P	P	P	P	P	P		P	P	P	P	P	5.24
Home Occupations	P	P	P	P	P	P	P		P	P	P	P	P	18.04.060(L)
Parking Facility, Commercial		P	P		P	P	P			P	P	P	P	18.04.060(V)
Places of Worship	C	C	P	C	P	P	P		C	C	C	P	P	18.04.060(U)
Racing Pigeons	C	C	C	C					C	C	C	C	C	18.04.060(Y)
Satellite Earth Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	18.44.100

**TABLE 6.01**

**PERMITTED AND CONDITIONAL USES**

<b>COMMERCIAL DISTRICT</b>	<b>NR</b>	<b>PO/RM</b>	<b>GC</b>	<b>MS</b>	<b>UW</b>	<b>UW-H</b>	<b>DB</b>	<b>AS</b>	<b>CSH</b>	<b>HDC-1</b>	<b>HDC-2</b>	<b>HDC-3</b>	<b>HDC-4</b>	<b>APPLICABLE REGULATIONS</b>
Schools	C	C	P	C	C	C	C		C	C	C	P	P	18.04.060(D)
Utility Facility	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.04.060(X)
Wireless Communication Facilities	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	18.44

**LEGEND**

P = Permitted Use

MS = Medical Services

DB = Downtown Business

C = Conditional Use

PO/RM = Professional Office/Residential Multifamily

AS=Auto Services

NR = Neighborhood Retail

GC = General Commercial

UW = Urban Waterfront

UW-H = Urban Waterfront-Housing

CSH = Commercial Services-High Density

HDC-1=High Density Corridor-1

HDC-2=High Density Corridor-2

HDC-3=High Density Corridor-3

HDC-4=High Density Corridor-4

**Section 2. Amendment of OMC 18.06.060.** Olympia Municipal Code Chapter 18.06.060 is hereby amended to read as follows:

**18.06.060 Commercial districts' use standards**

**A. Accessory Uses and Structures.**

Only those uses that meet the definition of an Accessory Use as defined under this chapter will be permitted in the zones outlined in the tables of this chapter.

**B. Adult Oriented Businesses.**

1. Location. Adult oriented businesses may be permitted, but only if the following separation and distance conditions are met:

a. No adult oriented businesses shall be located closer than one thousand (1,000) feet to another such business whether such other business is located within or outside the city limits. Said distance shall be measured by following a straight line from the nearest point of public entry into the structure which will house the proposed adult facility to the nearest point of public entry into the structure housing another adult facility.

b. No adult oriented businesses may be located closer than two hundred fifty (250) feet from the nearest point of the boundary of a General Commercial (GC, or High Density Corridor-4 (HDC-4) district; PROVIDED, this restriction shall not apply to a proposed business with respect to a particular zone boundary when the proposed site of the business is separated from said boundary by an arterial street of at least four (4) travel lanes in width.

c. No adult oriented businesses shall be located closer than three hundred thirty (330) feet of any of the following uses whether such use is located within or outside the city limits:

i. Any residential use;

ii. Family child care home;

iii. Child day care center;

iv. Preschool facility; and

v. Nursery school;

vi. The point of ingress to or egress from any public trail identified in the city's Comprehensive Plan, Urban Trails, except when such point is separated from the proposed business by a four-lane or wider street arterial.

d. No adult oriented businesses shall be located closer than one thousand three hundred twenty (1,320) feet to any of the following uses whether such use is located within or outside the City limits:

- i. Public park;
- ii. Public or private primary or secondary schools, colleges and universities; and
- iii. Places of worship (e.g., church, temple or synagogue or other facility primarily devoted to the teaching or practice of religious beliefs);
- iv. Public library

e. Such distance shall be measured by following a straight line distance between the point of public entry into the structure housing the adult facility and:

- i. The nearest point on a property line of a public park; or
- ii. The nearest point of public entry to any residential use, public library, child day care home, child day care center, preschool, nursery school, public or private primary or secondary school, college, university, church, temple, or synagogue, or other facility primarily devoted to the teaching or practice of religious beliefs, or the nearest point on the perimeter of the area actually used in conjunction with any such use, whichever is closer.

For purposes of this ordinance, "actually used in conjunction with" means areas used for the primary and related structures, yards, parking lots, designated play areas and other areas used to determine site coverage under this code.

f. Waiver of Distance Requirements. The following procedures and criteria shall be adhered to with regard to a request for waiver of distance requirements:

- i. Distance waiver required. Any party proposing to locate an adult facility within less than the required distances from uses or zones as specified in this ordinance may do so only after obtaining a waiver therefor from the Hearing Examiner through a conditional use permit.
- ii. Waiver notice requirements. In addition to the notice requirements for conditional use permits, first class mailing notice shall be made to all parties within either distance set forth in subsections 18.06.060(B)(1)(c) and (d), depending upon the use in question. The applicant shall provide the names and addresses of all property owners and businesses within said distances from the proposed use.

iii. Criteria for decision. The final decision on the request for waiver of distance shall be made by the Hearing Examiner, based on consideration of the following:

- (a) The extent to which physical features would result in an effective separation in terms of visibility and access.
- (b) Compatibility with adjacent and surrounding land uses.
- (c) The availability or lack of alternative locations for the proposed use.
- (d) Ability to avoid the adult facility by alternative vehicular and pedestrian routes.

2. Intervening Uses. Uses and zones specified in Subsection 18.06.060(B)(1)(c) and (d) shall not be allowed to locate within the specified distances of an adult oriented business. Any party proposing to locate such a use or zone within the specified distances of an adult facility is considered an intervening use and may do so only after obtaining a distance waiver pursuant to the provisions of Subsection 18.06.060(B)(1)(f) of this code regarding waiver of distance requirements; provided, that notice requirements shall conform with the provisions of Section 18.78.020 of the Olympia Municipal Code; and provided further, that the owner seeking to expand a sensitive use specified in Subsections 18.06.060(B)(1)(c) or (d) into a separation area provided herein need not procure a waiver of distance requirement under (B)(1)(f) herein if such expansion is to be done on the same parcel on which the sensitive use is located and no new lots are thereby created.

3. Adult Oriented Businesses - Forbidden in Other Zones. The allowance of adult oriented businesses shall be limited to the General Commercial (GC, or High Density Corridor-4 (HDC-4) zones and such uses are forbidden in all other zones within the City of Olympia.

C. Animals. All Commercial Districts:

1. Quantity. No more than three (3) pets, such as dogs, cats, hens, and untraditional pets (e.g., potbelly pigs and rabbits), four (4) months of age or older, shall be permitted per dwelling unit. (Traditional pets are defined as a species of animals which can be house-broken, or walked on a leash, or are frequently, but not necessarily, housed within a residence and are neither obnoxious nor a public safety or health threat.)

2. Birds. Song birds or other traditional pet birds (e.g., parrots) are permitted. Fowl, such as roosters, ducks and geese, are prohibited. [NOTE: The keeping of racing and performing pigeons is permitted as a conditional use.]

3. Other Animals. Swine, other than potbelly pigs, and goats are prohibited. The keeping of other animals and pets, which are not specifically prohibited in this section is permitted, provided that:

- a. There shall be no more than one (1) animal per acre, in addition to those animals/pets permitted in Subsection C.1 above; and
- b. Such animals shall be confined within a suitably fenced area which shall be located no closer than fifty (50) feet from any property line; and
- c. The keeping of such animals does not constitute a nuisance or hazard to the peace, health or welfare of the community in general and neighbors in particular.

D. Banks.

1. High Density Corridor-3 (HDC-3) Requirements. Banks which offer only drive-through service (i.e., which serve customers exclusively in or on their vehicles) are not permitted.
2. Urban Waterfront (UW) and Downtown Business (DB) District Requirements. Drive-through banks may be permitted with a conditional use permit if the proposed project meets the Street Edge Development Standards of the Pedestrian Streets Overlay District, Chapter 18.16 OMC. The proposed project may be exempted from the Pedestrian-Oriented Street Wall Requirement under the "Pedestrian Streets Overlay District Requirements" if it is found that:
  - a. The proposed design meets the intent of the Pedestrian Streets Overlay District, "Pedestrian Streets Overlay District Requirements"; and
  - b. The building site presents unusual conditions which require an alternative design to accomplish the intent of the Pedestrian Streets Overlay District, "Pedestrian Streets Overlay District Requirements."

E. Bed and Breakfast Houses. Professional Office/Residential Multifamily (PO/RM), High Density Corridor-1 (HDC-1), General Commercial (GC), High Density Corridor-4 (HDC-4), and Medical Services (MS) districts requirements: All Bed and Breakfast Houses are subject to the Bed and Breakfast House requirements in residential districts, Section 18.04.060(L)(3)(c).

F. Drive-Through and Drive-In Uses.

1. High Density Corridor-3 (HDC-3) Requirements. Businesses which serve customers exclusively in their vehicles are prohibited. This includes uses such as drive-through laundry pick-up agencies, drive-through-only banks, and drive-through photo processing services. This does not include car washes. Restaurants are not permitted to have drive-up or drive-through facilities.
2. Downtown Business and Urban Waterfront (UW) Requirements. Drive-through and drive-in uses are prohibited as a primary or accessory use (exception: drive-through banks are a conditional use). Existing drive-in and drive-through restaurants permitted before January 1, 1994, are conforming uses. Such

uses shall be treated the same as other allowed uses, consistent with applicable regulations or conditional use requirements. Other uses made nonconforming by this zoning ordinance are subject to the requirements of Chapter 18.37, Nonconforming Buildings and Uses.

3. Pedestrian Streets and Drive-Through or Drive-In Uses. Drive-through and drive-in uses are allowed on parcels that abut pedestrian oriented streets, as follows:

a. A Streets: Drive-through or drive-in uses are permitted on parcels abutting Pedestrian Oriented A Streets when there is another building(s) or a designated pedestrian plaza or other gathering space located between the drive-through or drive-in building and the street. In the event a pedestrian plaza or gathering space is located between the building and an "A" Street, provisions to prevent vehicles from entering the plaza or gathering space shall be provided (e.g. curb and a landscaped area, bollards, low masonry wall).

b. B Streets: Drive-through lanes are prohibited between the pedestrian oriented street and the building. Drive-through lanes may be located to the side or rear of the building when designed for the safety of pedestrians or bicyclists on the sidewalk or other internal designated routes for pedestrians and/or bicyclists.

G. Public Facilities, Essential.

1. Regulations applicable to all commercial zoning districts. Essential public facilities are subject to the procedures and conditions listed in Section 18.04.060(W), as well as any other applicable provisions of this Title.

2. Community Retail District (CMR) and Professional Office/Residential Multifamily District (PO/RM) Regulations. "Other facilities as designated by the Washington State Office of Financial Management, except prisons and solid waste handling facilities" (see Table 6.01 above) shall be limited to office uses.

3. General Commercial District (GC), High Density Corridor-4 (HDC-4), Urban Waterfront (UW), and Downtown Business District (DB) Regulations. "Other facilities as designated by the Washington State Office of Financial Management, except prisons and solid waste handling facilities" (see Table 6.01 above) shall be limited to those office uses, industrial uses, recreation and culture uses otherwise allowed in these districts. In addition to the requirements for Essential Public Facilities, these uses shall meet all other applicable regulations of this Chapter and Title.

H. Food Stores. Professional Office/Residential Multifamily District (PO/RM), and High Density Corridor-1 (HDC-1) Requirements: Food stores are allowed up to a maximum size of five thousand (5,000) square feet of gross floor area. EXCEPTION: In the PO/RM area west of Yauger Road adjacent to Harrison/Mud Bay Road, maximum gross floor area shall be ten thousand (10,000) square feet.

I. Fraternal Organizations. Fraternal organizations are permitted within the CSH zone district under the condition that if alcohol is served, the use shall be subject to all requirements governing nightclubs, taverns and lounges (see Section 18.06.060(P) Nightclubs and Taverns, below).

J. General Merchandise Stores. Professional Office/Residential Multifamily District (PO/RM), and High Density Corridor-1 (HDC-1) Requirements: General Merchandise stores shall have a maximum size of five thousand (5,000) square feet of gross floor area. EXCEPTION: In the PO/RM area west of Yauger Road adjacent to Harrison/Mud Bay Road, maximum gross floor area shall be ten thousand (10,000) square feet.

K. Group Homes.

1. General requirements for group homes are identified in subsection 18.04.060(K).
2. Downtown Business District (DB) Requirements. There is no minimum lot size for group homes with up to twenty (20) unrelated residents, exclusive of on-site operators.
3. General Commercial District (GC), High Density Corridor-3 (HDC-3), High Density Corridor-4 (HDC-4), and Medical Services District (MS) Requirements. The Hearing Examiner may relax the minimum lot size standard in paragraph 18.04.060(K)(3) where the characteristics of the home so warrant.

L. Health Fitness Centers and Dance Studios. Professional Office/Residential Multifamily (PO/RM), High Density Corridor-1 (HDC-1), and High Density Corridor-2 (HDC-2) District Requirements: These uses shall have a maximum size of five thousand (5,000) square feet of gross floor area. EXCEPTION: In the PO/RM area west of Yauger Road adjacent to Harrison/Mud Bay Road, maximum gross floor area shall be ten thousand (10,000) square feet.

M. Industry, Heavy. CW - 1 Zone District: Manufacturing, compounding, processing, treatment or assembly of products--except those which cause excessive danger or offense--is permitted within this district. Heavy industrial uses are not permitted south of Corky Street.

N. Industry, Light.

1. Urban Waterfront (UW) Requirements. Light industry is a permitted use east of Washington Street. It is a conditional use west of Washington Street.

O. Laundry and Laundry Pick-Up Agency. High Density Corridor-3 (HDC-3) Requirements: No drive-through facilities are allowed for drop-off or pick-up of laundry.

P. Nightclubs and Taverns. Commercial Services - High Density (CS-H) District Requirements: Night clubs, taverns and lounges are a conditional use, subject to the following conditions:



1. Setback. No building shall be located closer than sixty (60) feet from a property line abutting a residential use.
2. Noise Insulation. The building shall be of sound-reducing construction that will assure compliance with the sound emission requirements of Section 18.40.080, Property Protection Standards.
3. Loudspeakers. There shall be no outside loudspeakers.

Q. On-Site Treatment and Storage Facilities for Hazardous Waste. Urban Waterfront (UW) District Requirements: These facilities are allowed only as an accessory use, subject to siting criteria pursuant to Chapter 70.105 RCW.

R. Operating Hours - Neighborhood Retail (NR) District. Operating hours for businesses in the NR District shall be limited to the hours between 6:00 a.m. and 11:00 p.m. A later opening time and/or an earlier closing time may be required if necessary to assure compatibility with the adjacent residential neighborhood.

S. Parking Facilities and Garages.

1. High Density Corridor-3 (HDC-3) Requirements. Parking lots established as separate, primary uses are a conditional use. The proposed parking lot shall exclusively serve specifically identified uses in or adjacent to the district to accommodate shared employee or customer parking or off-site employee parking. The uses served by the lot may change over time.
2. Downtown Business District (DB) Requirements. Public plazas, temporary surface parking lots (See OMC 18.04.060(EE)(1)(h)), or structured parking is permitted. Parking lots not associated with a permitted or conditional use are prohibited. All existing parking lots permitted before January 1, 1994, are conforming uses. Such lots shall be treated the same as other allowed uses, consistent with applicable regulations. Other uses made nonconforming by this zoning ordinance are subject to the requirements of Chapter 18.37, Nonconforming Buildings and Uses.

~~T. Residential Restrictions in the Medical Services District (MS). Residential uses may not be constructed within six hundred (600) feet of Lilly Road except above the ground floor in mixed-use buildings. Reserved.~~

U. Restaurants.

1. Downtown Business (DB) District Requirements. New drive-in and drive-through restaurants are not permitted. All existing drive-in and drive-through restaurants permitted before January 1, 1994, are conforming uses. Such uses shall be treated the same as other allowed uses, consistent with applicable regulations. Other uses made nonconforming by this zoning ordinance are subject to the requirements of Chapter 18.37, Nonconforming Buildings and Uses.

2. Medical Services (MS) District Requirements. Restaurants may be allowed as a conditional use where it can be demonstrated that the medical community or the consumers of medical services are clearly and primarily benefitted by the convenience of the facilities.

3. Restaurants in the Neighborhood Retail District shall be limited to one thousand (1000) square feet of gross floor area and shall not require nor include a Type I Hood as defined in the Uniform Mechanical Code.

V. Recycling Facilities. Only Type I Recycling Facilities are allowed in the following districts: Neighborhood Retail (NR), Community Retail (CMR), Professional Office/Residential Multifamily (PO/RM), Medical Services (MS), Urban Waterfront (UW), High Density Corridor-1 (HDC-1), High Density Corridor-2 (HDC-2), High Density Corridor-3 (HDC-3), High Density Corridor-4 (HDC-4), and Commercial Services-High Density (CS-H).

W. Electric Vehicle Infrastructure, Service Stations and Car Washes.

1. High Density Corridor-3 (HDC-3) District Requirements. Car washes are permitted only in conjunction with a service station.

2. High Density Corridor-3 (HDC-3) and High Density Corridor-4 (HDC-4) District Requirement. Service stations and car washes are not permitted to locate on corner properties at intersections. Services stations and car washes vested before January 20, 2001 are conforming uses.

3. Downtown Business District (DB) Requirements.

a. Service stations, car washes and accessory uses are not permitted, except on those properties located south of Union Street and east of Plum/Henderson (see Figure 6-1) or where otherwise listed as allowed under this section. This also applies to gasoline dispensing facilities accessory to a permitted use.

b. All existing service stations permitted before January 1, 1994, are conforming uses. Such uses shall be treated the same as other allowed uses, consistent with applicable regulations.

c. Detached drive-thru restaurants of less than 200 square feet without Type I hoods are permitted as an accessory use to service stations in this District.

d. Electric Vehicle Infrastructure is permitted as an accessory use in the Downtown Business District if it meets the criteria set forth in OMC 18.04.060GG.



**FIGURE 6-1**

Other uses made nonconforming by this zoning ordinance are subject to the requirements of Chapter 18.37, Nonconforming Buildings and Uses.

4. Urban Waterfront (UW) Requirements.

a. New service stations and car washes are not permitted. This also applies to gasoline dispensing facilities accessory to a permitted use. EXCEPTION: gasoline dispensing facilities accessory to a marina or boat club are permitted.

b. All existing service stations and car washes permitted before January 1, 1994, are conforming uses. Such uses shall be treated the same as other allowed uses, consistent with applicable regulations. Other uses made nonconforming by this zoning ordinance are subject to the requirements of Chapter 18.37, Nonconforming Buildings and Uses.

c. Electric Vehicle Infrastructure is permitted as an accessory use in the Urban Waterfront (UW) District if it meets the criteria set forth in OMC 18.04.060GG.

5. Neighborhood Retail District (NR) and Community Retail (CMR) District Requirements. State or regional transportation facilities shall be linear facilities only, such as roads or railroads.

- a. Underground petroleum storage tanks are prohibited within the Allison Springs aquifer recharge area.
- b. No more than four (4) gas dispensing devices serving a maximum of eight (8) vehicles at one time are permitted at convenience stores/gas stations in the CMR District.
- c. No more than two (2) gas dispensing devices serving a maximum of four (4) vehicles at one time are permitted at convenience stores in the NR District.

6. Urban Waterfront Housing (UW-H) Requirements.

- a. Electric Vehicle Infrastructure is permitted as an accessory use in the Urban Waterfront Housing (UW-H) District if it meets the criteria set forth in OMC 18.04.060GG.

X. School - Colleges and Commercial, Business or Trade Schools. The following requirements apply to all colleges and commercial, business or trade schools requiring a Conditional Use Permit hereafter erected, established or relocated.

- 1. Lot Size. In addition to complying with the minimum lot size requirements of the zoning district in which located, the minimum lot area of a school in excess of four (4) students shall be based upon a determination made by the Hearing Examiner.
- 2. Setbacks. Setbacks and screening shall be sufficient to protect neighboring uses.
- 3. Traffic. The Hearing Examiner shall set such conditions as may be necessary to limit traffic impacts to levels that will be compatible with the neighborhood. If the traffic to be generated cannot be adequately mitigated without adverse impacts, the permit shall be denied.

Y. Specialty Stores.

- 1. High Density Corridor-3 (HDC-3) District Requirements. No drive-through facilities are allowed for retail uses, such as a pick-up window for photo processing.
- 2. Medical Services (MS) District Requirements. Retail developments such as florists, gift shops and the like may be allowed as a conditional use where it can be demonstrated that the medical community or the consumers of medical services are clearly and primarily benefitted by the convenience of such retail facilities.
- 3. Neighborhood Retail (NR) District Requirements. Specialty stores are limited to those selling such items as gifts, antiques, variety goods, light hardware, hobby supplies, garden supplies, reading materials and other small items used primarily in a private home.

4. Professional Office/Residential Multifamily District (PO/RM), and High Density Corridor-1 (HDC-1) Requirements. Specialty stores shall have a maximum gross floor area of five thousand (5,000) square feet. EXCEPTION: In the PO/RM area west of Yauger Road adjacent to Harrison/Mud Bay Road, maximum gross floor area shall be ten thousand (10,000) square feet.

Z. Temporary Uses.

1. Intent. Certain uses, when active for a limited period of time and when properly regulated, can be compatible, or otherwise limited in impact to neighboring properties and the general community. In accord with this intent, no temporary use shall be allowed unless a temporary use permit is approved by the City as prescribed by this section. Each separately proposed activity or use shall require a separate permit and pay the fee required by OMC 4.40.010(A).

2. General Standards. Temporary uses are subject to the following regulations:

a. Temporary uses not listed in the use table of this chapter may be authorized by the applicable approval authority, provided such temporary uses are similar to and no more intensive than other temporary uses permitted in the district in which the subject property is located.

b. The applicable approval authority may apply additional conditions to any temporary use permit in order to:

i. Ensure compliance with this chapter;

ii. Ensure that such use is not detrimental to neighboring properties and the community as a whole; and

iii. Ensure compliance with the Building Code.

c. Within three (3) days after termination of the temporary use permit, such use shall be abated and all structures, signs and evidence of such use removed. The Director may require a financial surety be posted by the applicant upon application to defray the costs of cleanup and repair of the property should the permittee fail to do so. The property owner is responsible for such abatement action and costs should the permittee fail to properly clean and repair the property.

d. Temporary use permits not exercised within thirty (30) days of issuance shall be null and void.

e. Unless otherwise stated in this section temporary use permits are valid from the date of issuance for ninety (90) consecutive days per calendar year.

f. Unless otherwise stated in this section no more than two (2) temporary use permits will be issued for any specific site per calendar year.

- g. Nothing in this section shall exempt the applicant from obtaining all necessary applicable permits from all other agencies having jurisdiction.
  - h. Hours of operation, including the use of generators and lot lighting, excluding security lighting, shall be limited to 7:00 a.m. to 10:00 p.m. unless otherwise specified in writing by the Planning Director or his designee. Security lighting shall be shielded to prevent light spillage onto adjacent properties.
3. Specific Temporary Use Standards. The following temporary uses are permitted in commercial districts and the Evergreen Park PUD, subject to the following regulations:
- a. Entertainment Events to include: circuses, carnivals and similar transient amusement enterprises, limited to operation of not more than twice each year, and not more than ten (10) consecutive days per event per site in any one (1) calendar year.
  - b. Off-site contractor's Offices (including trailers and mobile homes) and storage yards associated with an active construction project, not to exceed one (1) year in duration.
  - c. Mobile Vendors.
    - i. Temporary use permits for mobile vendors are valid for one (1) year from the date of issuance.
    - ii. Approval from the property owner, or underlying property owner if located in a right-of-way, is required.
    - iii. Mobile vendors located within the sidewalk right-of-way must comply with the following rules:
      - (a). Only one mobile sidewalk vendor shall be permitted per block face.
      - (b). Public sidewalks used by mobile vendors shall have a minimum width of eight (8) feet.
      - (c). In no instance shall the clear walking area around a sidewalk vendor be less than forty-eight (48) inches. The clear walking area around a sidewalk vendor must be at least six (6) feet if within the downtown "Pedestrian Walking Lane" area delineated in OMC 9.16.180(B), Figure 1.
      - (d). The maximum length of space occupied by a mobile sidewalk vendor and equipment is eight (8) feet.

- (e). Mobile sidewalk vendor stands must be readily movable at all times.
  - (f). Mobile sidewalk vendors shall locate their stands at the back of the sidewalk away from curb.
  - (g). All locations shall be approved on a first-come, first-serve basis.
  - (h). Mobile sidewalk vendors shall sign a Hold Harmless Agreement with the City of Olympia.
- d. Parking lot and other outdoor sales of merchandise and/or services unrelated to the primary use of the property must comply with the following:
- i. Merchandise displays may only occupy parking stalls which are in excess of city parking requirements.
  - ii. There shall be no obstruction of emergency exits, Fire Lanes or other Emergency apparatus.
  - iii. Sales areas shall be maintained in an attractive and trash-free manner.
  - iv. Sales areas shall not substantially alter the existing circulation pattern of the site.
- e. Temporary, commercial wireless communications facilities, for the purposes of providing coverage of a special event such as news coverage or sporting event. Such facilities must comply with all federal and state requirements. Temporary wireless communications facilities may be exempt from the provisions of Chapter 18.44 up to one week after the duration of the special event.
- f. Temporary surface parking lots on previously developed property are allowed subject to approval by the Director, and are limited to a one time permit valid for two years. A one year extension may be granted by the Director if a complete Land Use Application has been submitted for review. All applications must provide a complete Site Plan and comply with the following:
- i. A twenty by twenty (20'x20') foot paved surface at all approved points of ingress/egress.
  - ii. A dust-free surface.
  - iii. An erosion control and stormwater containment plan.

- iv. Clear designation of parking spaces and drive aisles consistent with OMC 18.38.220 with striping and/or parking blocks. To prevent obstruction of public rights-of-way wheel blocks must be provided at the perimeter of the site.
- v. No new or additional points of access.
- vi. Provision for an enforceable compliance and closure agreement.
- vii. May not be established on Pedestrian "A" streets per OMC 18.16.080(H).

4. Violations. At any time a temporary use is operated in violation of required conditions of this section or of the permit (Subsection 18.06.060(Z)(2)(b)) or otherwise found to constitute a nuisance, the City may take appropriate enforcement action including the process set forth at OMC 18.73.010.

AA. Warehousing.

1. Urban Waterfront (UW) District Requirements:

- a. East of Adams Street and north of Olympia Avenue.
  - i. Warehousing is a permitted use.
- b. Elsewhere in the District:
  - i. Warehouses are prohibited except when part of a larger project and included within the proposed building.
  - ii. All existing warehouses permitted before January 1, 1994, are conforming uses. Such warehouses shall be treated the same as other allowed uses, consistent with applicable regulations. Other uses made nonconforming by this zoning ordinance are subject to the requirements of Chapter 18.37, Nonconforming Buildings and Uses.

BB. Wholesale Sales. The following Conditional Use Permit restrictions apply to wholesale uses:

1. Urban Waterfront (UW) District Requirements. Wholesale sales are a permitted use in those portions of the UW District which are not within the Pedestrian Streets Overlay District (see Chapter 18.16). In those portions of the UW District which are within the Pedestrian Streets Overlay District, wholesale sales may be allowed as a conditional use if the proposed project meets the Street Edge Development Standards of the Pedestrian Streets Overlay District. The proposed project may be exempted from the Pedestrian-Oriented Street Wall Requirement if:

- a. The proposed design meets the intent of the Chapter; and



b. The building site presents unusual conditions which require an alternative design to accomplish the intent.

2. Commercial Services - High Density (CS-H) District Requirements. Permitted uses include those which offer specialized products at wholesale to other uses permitted in this district, including, but not limited to, office machine sales and repair services, and office supply sales.

CC. Marinas. Urban Waterfront (UW) District Requirements: As an accessory use, marinas may provide sites for recreational vehicles for users of the marina, at a rate of up to 1.5 sites per 100 mooring slips. These sites shall be provided with hook-ups for water, sewer, and electricity. Users of these sites shall be limited to two (2) weeks occupancy per year.

DD. Office Supplies and Equipment. High Density Corridor-1 (HDC-1), and Professional Office/Residential Multifamily District (PO/RM) Requirements. Office supplies and equipment stores shall have a maximum gross floor area of five thousand (5,000) square feet. EXCEPTION: In the PO/RM area west of Yauger Road adjacent to Harrison/Mud Bay Road, maximum gross floor area shall be ten thousand (10,000) square feet.

EE. Pharmacies and Medical Supply Stores. High Density Corridor-1 (HDC-1), and Professional Office/Residential Multifamily District (PO/RM) Requirements. Pharmacies and medical supply stores shall have a maximum gross floor area of five thousand (5,000) square feet. EXCEPTION: In the PO/RM area west of Yauger Road adjacent to Harrison/Mud Bay Road, maximum gross floor area shall be ten thousand (10,000) square feet.

FF. Equipment Rental Services. Existing equipment rental services legally established as of July 2001 are conforming uses in the PO/RM District and shall be treated the same as other allowed uses, consistent with applicable regulations. In the PO/RM area west of Yauger Road adjacent to Harrison Mud Bay Road, maximum gross floor area shall be ten thousand (10,000) square feet.

GG. Drinking Establishments. Existing drinking establishments legally established (as of July 2001) are conforming uses in the PO/RM District and shall be treated the same as other allowed uses, consistent with applicable regulations. In the PO/RM area west of Yauger Road adjacent to Harrison/Mud Bay Road, maximum gross floor area shall be ten thousand (10,000) square feet.

HH. Urban Waterfront Housing. Up to a maximum of 1 FAR (floor area ratio) can be made up of allowed uses other than residential. (Refer to Pedestrian Street Overlay District 18.16.060(B) for amount and location of commercial uses in a predominantly residential project on "A" streets.)

II. Veterinary Clinic and Office, Veterinary Clinic. Downtown Business (DB), Medical Services (MS), High Density Corridor-1 (HDC-1), and Professional Office/Residential Multifamily District (PO/RM) Requirements. Animals shall be kept indoors except for very brief periods of time as necessary for the animal's health.

**Section 3. Corrections.** The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**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.

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MAYOR

**ATTEST:**

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CITY CLERK

**APPROVED AS TO FORM:**



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CITY ATTORNEY

**PASSED:**

**APPROVED:**


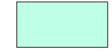



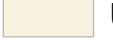

**PUBLISHED:**



# Proposed Text Amendment Medical Service Zone - Lilly Road

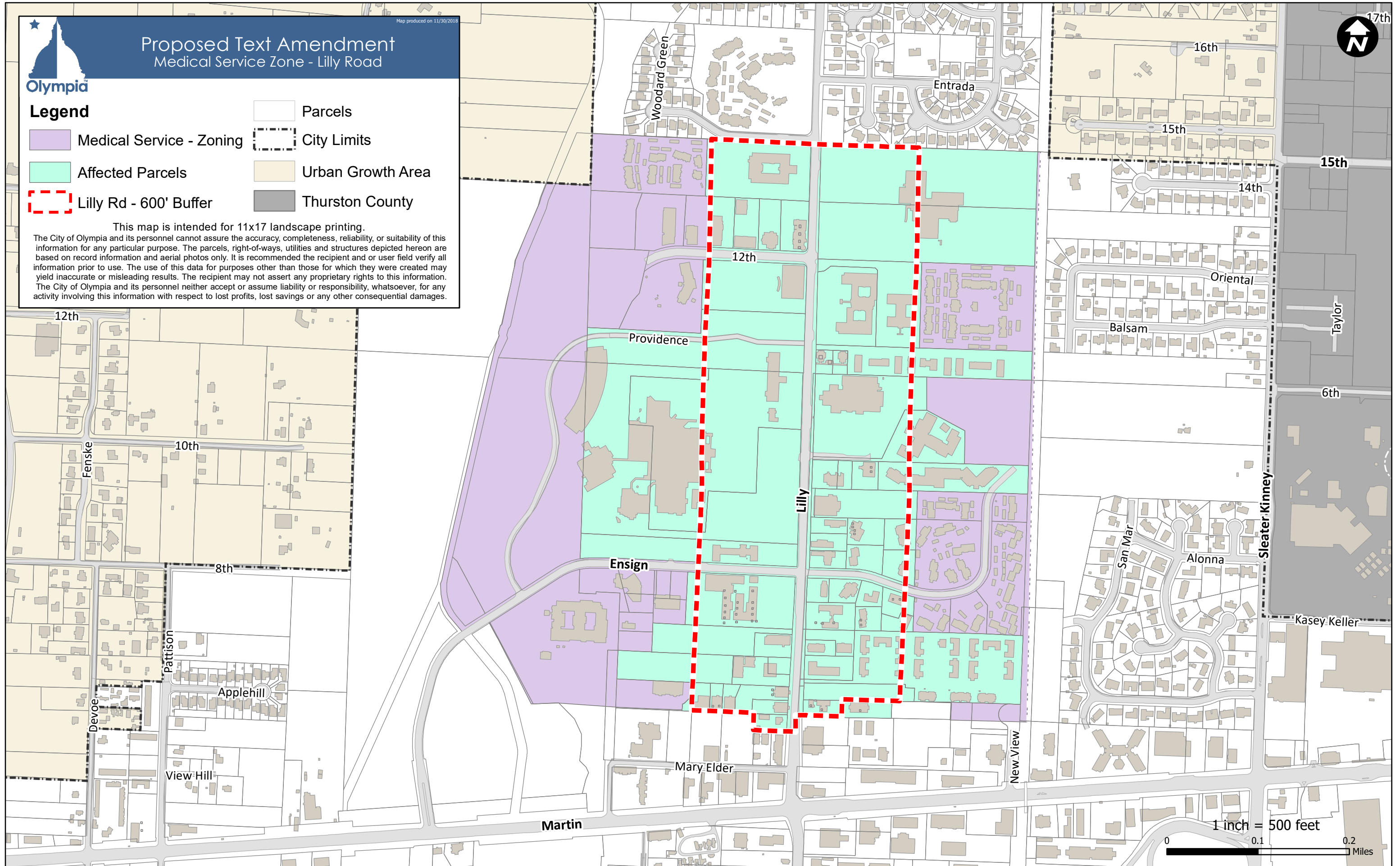
Map produced on 11/30/2018

## Legend

-  Medical Service - Zoning
-  Affected Parcels
-  Lilly Rd - 600' Buffer
-  Parcels
-  City Limits
-  Urban Growth Area
-  Thurston County

This map is intended for 11x17 landscape printing.

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.





# GENERAL LAND USE APPLICATION

## OFFICIAL USE ONLY

Case #: \_\_\_\_\_

Master File #: \_\_\_\_\_

Date: \_\_\_\_\_

Received By: \_\_\_\_\_

Related Cases: \_\_\_\_\_

Project Planner: \_\_\_\_\_

One or more of the following **Supplements** must be attached to this **General Land Use Application** and submitted **electronically with the application**:

- |   |  |
|---|--|
| <input type="checkbox"/> Adjacent Property Owner List           | <input type="checkbox"/> Large Lot Subdivision                                 |
| <input type="checkbox"/> Annexation Notice of Intent            | <input type="checkbox"/> Parking Variance                                      |
| <input type="checkbox"/> Annexation Petition (with BRB Form)    | <input type="checkbox"/> Preliminary Long Plat                                 |
| <input type="checkbox"/> Binding Site Plan                      | <input type="checkbox"/> Preliminary PRD                                       |
| <input type="checkbox"/> Boundary Line Adjustment               | <input type="checkbox"/> Reasonable Use Exception (Critical Areas)             |
| <input type="checkbox"/> Conditional Use Permit                 | <input checked="" type="checkbox"/> SEPA Checklist                             |
| <input type="checkbox"/> Design Review – Concept (Major)        | <input type="checkbox"/> Shoreline Development Permit (JARPA Form)             |
| <input type="checkbox"/> Design Review – Detail                 | <input type="checkbox"/> Short Plat  |
| <input type="checkbox"/> Environmental Review (Critical Area)   | <input type="checkbox"/> Soil and Vegetation Plan                              |
| <input type="checkbox"/> Final Long Plat                        | <input type="checkbox"/> Variance or Unusual Use (Zoning)                      |
| <input type="checkbox"/> Final PRD                              | <input checked="" type="checkbox"/> Other <u>Rezone or Code Text Amendment</u> |
| <input type="checkbox"/> Land Use Review (Site Plan) Supplement | <u>Supplement</u>  |

Project Name: Lilly Road Medical Services District – Text Amendment

Project Address: n/a – not site specific

Applicant: Housing Authority of Thurston County

Mailing Address: 1206 12<sup>th</sup> Ave SE, Olympia, WA. 98501

Phone Number(s): General: 360-753-8292 Craig Chance: 360-918-5828 Bob Ricks: 360-918-5819

E-mail Address: CraigC@hatc.org BobR@hatc.org

Owner (if other than applicant): n/a

Mailing Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Other Authorized Representative (if any): n/a

Mailing Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Project Description: Text amendment to Medical Services district to strike language restricting residential use within 600 feet of Lilly Road.

Size of Project Site: n/a – not site specific

Assessor Tax Parcel Number(s): n/a – not site specific

Section : 17

Township: 18N

Range: 1W

Full Legal Description of Subject Property (attached ): n/a – not site specific

Zoning: Medical Services District

Shoreline Designation (if applicable): There are no designated shorelines within the Lilly Road Medical Services district

Special Areas on or near Site (show areas on site plan):

Creek or Stream (name): Woodard Creek

Lake or Pond (name): \_\_\_\_\_

Swamp/Bog/Wetland

Historic Site or Structure

Steep Slopes/Draw/Gully/Ravine

Flood Hazard Area (show on site plan)

Scenic Vistas

None

Water Supply (name of utility if applicable): City of Olympia

Existing: City water is widely available in this district

Proposed: No changes proposed

Sewage Disposal (name of utility if applicable): City of Olympia

Existing: City sewer is widely available in this district

Proposed: No changes proposed

Access (name of street(s) from which access will be gained): n/a – not site specific

I affirm that all answers, statements, and information submitted with this application are correct and accurate to the best of my knowledge. I also affirm that I am the owner of the subject site or am duly authorized by the owner to act with respect to this application. Further, I grant permission from the owner to any and all employees and representatives of the City of Olympia and other governmental agencies to enter upon and inspect said property as reasonably necessary to process this application. I agree to pay all fees of the City that apply to this application.

Signature \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_ I understand that for the type of application submitted, **the applicant is required to pay actual Hearing**  
**Examiner**  
**Initials** **costs**, which may be higher or lower than any deposit amount. I hereby agree to pay any such costs.

*Applicants may be required to post the project site with a sign provided by the City within seven days of this application being deemed complete. Please contact City staff for more information.*



# GENERAL LAND USE APPLICATION

## SUBMITTAL REQUIREMENTS

### REQUIRED FOR EVERY LAND USE APPLICATION AND SUPPLEMENTAL APPLICATION(S)

Provide the following:

- All required submittal materials, reports, plans, documents and applications shall be provided in electronic format (Memory stick, USB drive, etc.), and
- 2 complete full size hard copy sets of all required materials, reports, and documents
- 2 full size plan sets with 1 reduced size of all required plans (unless otherwise stated)
- Original signed application(s), accompanied by a scanned electronically submitted copy.
- All applicable fees are due at time of submittal.

The General Land Use Application shall include each of the following:

1. Vicinity map depicting location of project with respect to nearby streets and other major features, and encompassing at least one (1) square mile, and not more than forty (40) square miles.
2. Unless exempt, an environmental checklist with a title-company certified list of property owners of record within 300 feet of the project site. (list requirements below). (See Olympia Municipal Code (OMC) 14.04.060 and WAC 197-11-800 regarding SEPA exemptions.)
3. All supplemental attachments for each and every land use approval required by the City of Olympia for the proposed project.
4. A map to scale depicting all known or suspected critical areas on the site or within 300 feet of the site. (See Chapter 18.32 of the OMC.)
5. An Environmental Review Report if within 300 feet of any critical area (wetland, stream, landslide hazard area or other critical area. (See Chapter 18.32 of the OMC.)

If your project requires a certified property owner list to be submitted:

1. Before ordering a property owner list from a title company, please request from a Planner from Community Planning & Development Department to provide you with a map of the properties to be included. Generally, this will include properties within 300 feet of the project site and possibly additional properties depending on the location of your project.
2. The list of property owners shall be certified by a title company. Certification may be done on a cover sheet included with the list. The certification should include, at minimum: 1) the name of the title company, 2) the date the mailing list was prepared, 3) the name and signature of the person who prepared it, 4) the total number of records, and 5) a map showing the properties of the property data obtained.
3. Submit the list on a flash drive or memory stick in Excel worksheet format. The list shall include the following for each property:
  - Property owner's complete mailing address
  - Property complete mailing address. (Situs Address)
  - Tax parcel number(s) for each property
4. The cover sheet and list shall be submitted to the city in electronic format and hard copy.

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USB Drive File Format-

Electronic Files provided on a USB Drive shall have:

- Each plan set, applications and reports required shall be listed individually on the USB Drive
- Document name examples to be used are referenced below:
  - Site Plan, Landscape Plan, Wetland Report, Wetland Survey, Soil and Vegetation Plan, Stormwater Site Plan, Drainage and Erosion Control Plan, Grading Plan, Architectural Plan Set, Civil Plan Set, Geotech Report, Integrated Pest Management Plan, Traffic Impact Analysis, Hydro-geological Report , Certified Property Owners List, Preliminary Plat Map...etc.)

This form has been approved for use by the Olympia Community Planning and Development (CPD) Department.



Keith Stahley, Director,  
Community Planning and Development

\_\_\_\_\_  
12/1/2016

Date

# REZONE OR CODE TEXT AMENDMENT SUPPLEMENT

## OFFICIAL USE ONLY

Case #: \_\_\_\_\_

Master File #: \_\_\_\_\_

Date: \_\_\_\_\_

Received By: \_\_\_\_\_

Project Planner: \_\_\_\_\_

Related Cases: \_\_\_\_\_

**Rezone**

**Text Amendment**

Current land use zone: Medical Services

Proposed zone: Medical Services

Answer the following questions (attach separate sheet):

- A. How is the proposed zoning consistent with the Comprehensive Plan including the Plan's Future Land Use map as described in OMC 18.59.055? If not consistent, what concurrent amendment of the Plan has been proposed, if any?
- B. How would the proposed change in zoning maintain the public health, safety and welfare?
- C. How is the proposed zoning consistent with other development regulations that implement the Comprehensive Plan?
- D. How will the change in zoning result in a district that is compatible with adjoining zoning districts?
- E. Please describe whether public facilities and services existing and planned for the area are now adequate, or likely to be available, to serve potential development allowed by the proposed zone.

A Rezone Or Code Text Amendment Application shall accompany a General Land Use Application and shall include:

**All required submittal materials, reports, plans, documents and applications shall be provided in electronic format (memory stick, USB drive, etc.).**

1. The current zoning of the site.
2. The proposed zoning of the site.
3. Specific text amendments proposed in "bill-format." (See example.)
4. A statement justifying or explaining reasons for the amendment or rezone.
5. Reproducible maps (8½" x 17" or 11" x 17") to include a vicinity map with highlighted area to be rezoned and any nearby city limits, and a map showing physical features of the site such as lakes, ravines, streams, flood plains, railroad lines, public roads, and commercial agriculture lands.
6. A site plan of any associated project.
7. A site sketch 8½" x 11" or 11" x 17" (reproducible).
8. A typed and certified list, prepared by title company, of all property owners of record within 300 feet of the proposed rezone.
9. A copy of the Assessor's Map showing specific parcels proposed for rezone and the immediate vicinity.
10. An Environmental (SEPA) Checklist.

*NOTE: Although applications may be submitted at any time, site specific rezone requests are only reviewed twice each year beginning on April 1 and October 1.*

*Applicants are required to post the project site with a sign provided by the City within seven days of this application being deemed complete. Please contact City staff for more information.*



## **Sample of Bill Formatting**

1. 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. ~~the average grade five (5) feet on either side of the fence.~~
2. 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 (2) feet of a street right-of-way nor they do not 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).
3. ~~Solid fences or walls higher than two (2) feet within the front yard area are prohibited; this does not include hedges.~~ Front yard fences, of common areas, such as tree, open space, park, and stormwater tracts, must be a minimum of fifty (50) twenty-five (25) percent unobstructed, i.e., must provide for visibility through the fence. See Figure 40-2.

This form has been approved for use by the Olympia Community Planning and Development (CPD) Department.



12/1/2016

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Keith Stahley, Director,  
Community Planning and Development

---

Date

- A. How is the proposed zoning consistent with the Comprehensive Plan including the Plan's Future Land Use map as described in OMC 18.59.055? If not consistent, what concurrent amendment of the Plan has been proposed, if any?

We are requesting that the text of the Medical Services district be amended to remove the residential restrictions contained in 18.06.060(T) of the City Municipal Code. Current zoning for the Medical Services district prohibits residential development within 600 feet of Lilly Road except above the ground floor in mixed use buildings. There are only two small parcels of land in the Medical Services district within 600 feet of Lilly Road that are undeveloped. The total size of these two parcels is 3.79 acres. The restriction on residential use within the MS district has had the intended effect of concentrating medical services in this district. Now that this district is nearly completely developed, loosening the restrictions on residential use will provide an incentive to develop much needed affordable housing close to employment and along a major transportation corridor. The current restriction on residential use in the Medical Services district only applies to the Lilly Road corridor. The Medical Services district on the west side of Olympia does not have this same residential restriction.

In the Comprehensive Plan, PL1.7 specifically calls for the support of housing in the medical services area of Lilly Road:

***PL1.7 Enable frequent transit service, support housing, utilize existing infrastructure, provide public improvements and concentrate new major shopping, entertainment and office uses downtown, in the medical services area of Lilly Road, near the Capital Mall, and in the urban corridors. (emphasis added)***

The Lilly Road medical services district is well served by Intercity Transit, existing infrastructure is equipped to support additional multi-family development.

The Future Land Use Map published 10/26/2016 doesn't appear to anticipate any changes to the Lilly Road medical services district.

- B. How would the proposed change in zoning maintain the public health, safety and welfare?

The proposed text amendment will not impact public health, safety or welfare. Since there are only 3.79 acres of undeveloped land that will be affected by this amendment, this will have only a very minor impact on the general character of the Lilly Road medical services district.

- C. How is the proposed zoning consistent with other development regulations that implement the Comprehensive Plan?

The proposed text amendment will not change the zoning for this district. Residential development is already permitted in the Medical Services district. Residential use is also consistent with the development regulations in OMC 18.06.020.A.7 for the MS zoning district. This section specifically calls for:

*d. Allow relatively high density housing near medical facilities to help meet the needs of the large number of people employed there.*

*e. Allow developments which will provide maximum convenience to medical facility users and employees, and an environment conducive to the healing arts.*

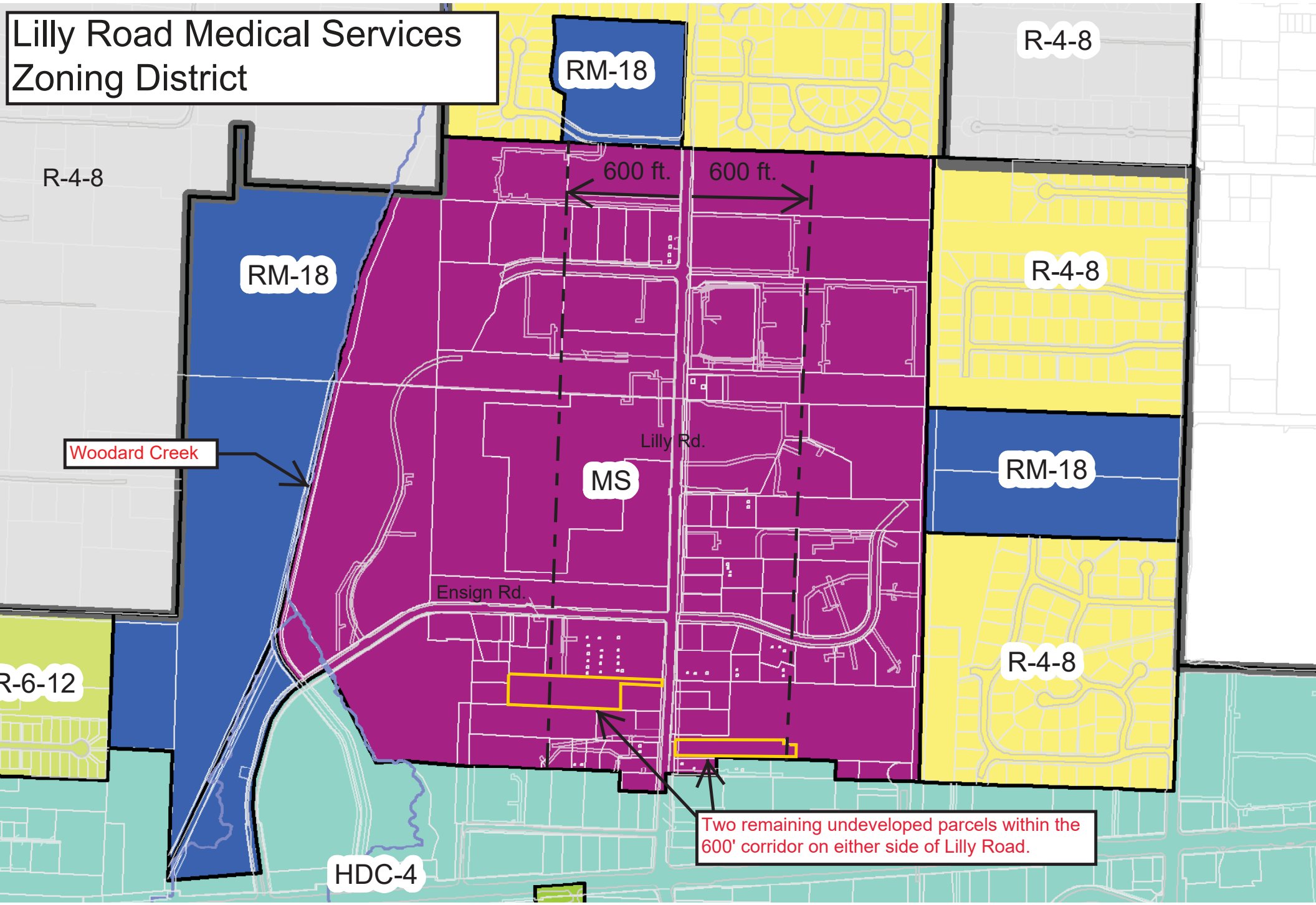
- D. How will the change in zoning result in a district that is compatible with adjoining zoning districts?

The adjoining zoning districts to the north, east, and west are residential (RM-18 and R-4-8). The adjoining district to the south is HDC-4, which permits residential, multi-family development. The existing Lilly Road medical services district also has existing residential developments, some of which are pre-existing developments within the 600' corridor of Lilly Road.


- E. Please describe whether public facilities and services existing and planned for the area are now adequate, or likely to be available, to serve potential development allowed by the proposed zone.


The proposed text amendment will have only a modest impact on existing public facilities and services. The Lilly Road medical services district is almost fully developed. The remaining two parcels within 600' of Lilly Road are only 3.79 acres in size. Existing facilities and services are adequate to meet this small increase in density over what is currently permitted.

# Lilly Road Medical Services Zoning District

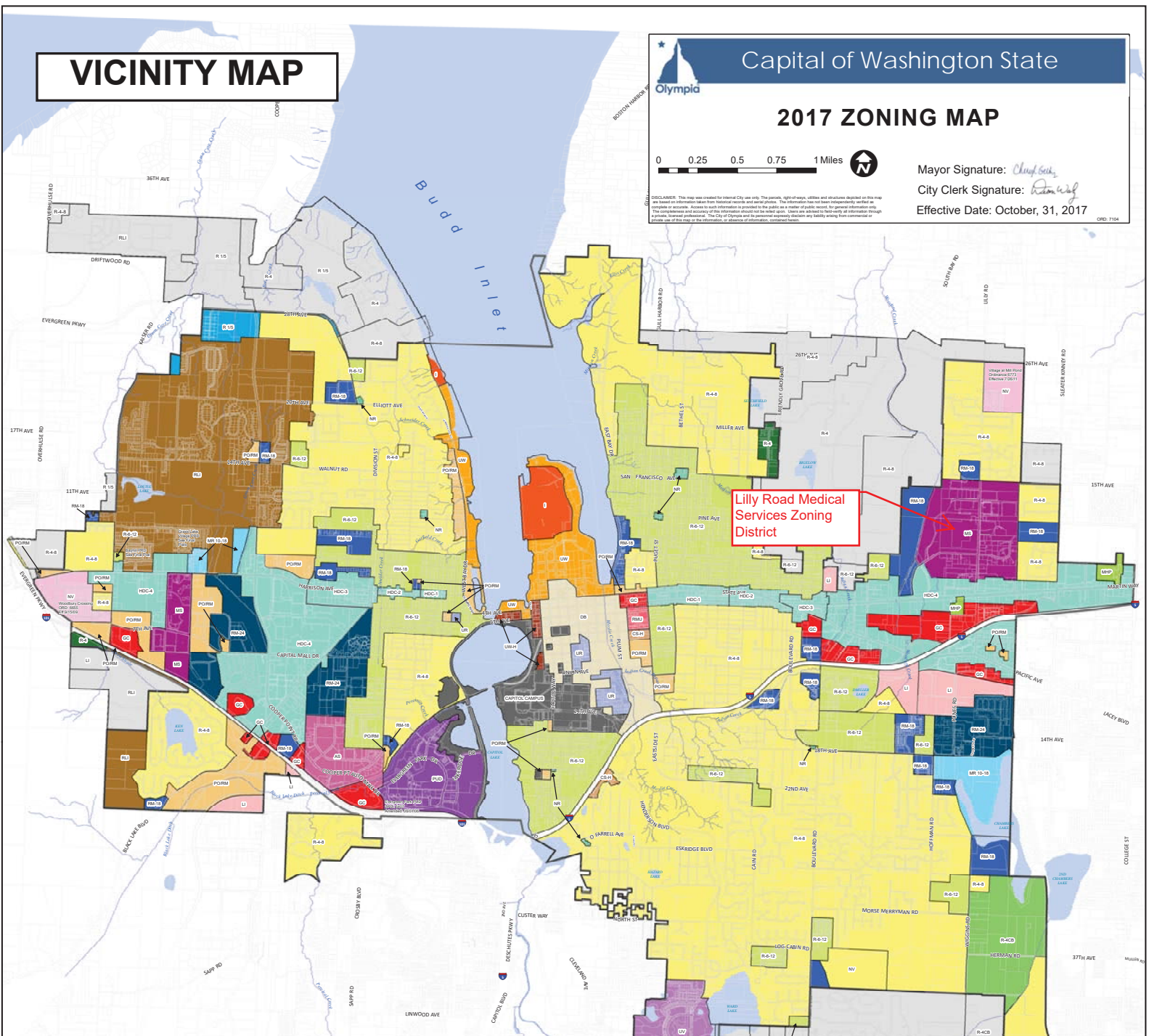


# VICINITY MAP


Capital of Washington State  
2017 ZONING MAP  
 Mayor Signature: *Cheryl Sells*  
 City Clerk Signature: *Renee Wolf*  
 Effective Date: October, 31, 2017

0 0.25 0.5 0.75 1 Miles 

DISCLAIMER: This map was created for internet City use only. The parcels, agricultural, utilities and structures depicted on this map are based on information taken from historical records and aerial photos. This information has not been independently verified as complete or accurate. Access to such information is provided to the public as a matter of public interest, for general information only. The completeness and accuracy of the information shown on this map does not constitute a warranty of any kind, either expressed or implied, by the City of Olympia and its personnel. Any liability arising from the use of this map or the information or absence of information, is disclaimed.



Lilly Road Medical Services Zoning District

## Zoning Map Legend

	Olympia City Limits		RESIDENTIAL 1 UNIT PER 5 ACRE
	Urban Growth Area		MIXED RESIDENTIAL 7-13 UNITS
	State Capitol Campus* <small>*The Washington State Capitol Commission alone has authority over land use for the State Capitol Campus.</small>		MIXED RESIDENTIAL 10-18 UNITS
<b>Zone Name</b>			RESIDENTIAL MULTIFAMILY 18 UNITS
	HIGH DENSITY CORRIDOR 1		RESIDENTIAL MULTIFAMILY 24 UNITS
	HIGH DENSITY CORRIDOR 2		SINGLE-FAMILY RESIDENTIAL (CHAMBERS BASIN)
	HIGH DENSITY CORRIDOR 3		SINGLE-FAMILY RESIDENTIAL 4
	HIGH DENSITY CORRIDOR 4		SINGLE-FAMILY RESIDENTIAL 4-8
	AUTO SERVICES		TWO FAMILY RESIDENTIAL 6-12
	COMMERCIAL SERVICE HIGH DENSITY		MANUFACTURED HOUSING PARK
	COMMUNITY ORIENTED SHOPPING CENTER		RESIDENTIAL LOW IMPACT
	DOWNTOWN BUSINESS		RESIDENTIAL MIXED USE
	GENERAL COMMERCIAL		PLANNED UNIT DEVELOPMENT
	INDUSTRIAL		NEIGHBORHOOD VILLAGE
	LIGHT INDUSTRIAL		URBAN RESIDENTIAL
	HIGH RISE MULTIFAMILY		URBAN VILLAGE
	MEDICAL SERVICE		URBAN WATERFRONT
	PROFESSIONAL OFFICE/RESIDENTIAL MULTIFAMILY		URBAN WATERFRONT HOUSING
	NEIGHBORHOOD RETAIL		



## City Council

### 2018 Year End Highlights

**Agenda Date:** 12/18/2018  
**Agenda Item Number:** 6.A  
**File Number:** 18-1217

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

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**Title**

2018 Year End Highlights

**Recommended Action**

**Committee Recommendation:**

Not referred to a committee.

**City Manager Recommendation:**

Receive an overview of significant accomplishments for 2018.

**Report**

**Issue:**

Whether to receive a presentation of 2018 accomplishments.

**Staff Contact:**

Jay Burney, Assistant City Manager, Executive Department, 360.753.8740

**Presenter(s):**

Jay Burney, Assistant City Manager

**Background and Analysis:**

Staff will provide an overview of our significant accomplishments for 2018.

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

N/A

**Options:**

Special Recognition, no options provided.

**Financial Impact:**

N/A

**Attachments:**

None