



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, July 24, 2018

7:00 PM

Council Chambers

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

- 2.A** [18-0716](#) Special Recognition - Representative Doglio, Councilmember Bateman and Project Manager Jim Rioux Receiving Association of Washington Cities Awards

3. PUBLIC COMMUNICATION

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

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

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

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

4. CONSENT CALENDAR

(Items of a Routine Nature)

- 4.A** [18-0714](#) Approval of July 17, 2018 Study Session Meeting Minutes

Attachments: [Minutes](#)

- 4.B** [18-0715](#) Approval of July 17, 2018 City Council Meeting Minutes

Attachments: [Minutes](#)

- 4.D [18-0708](#) Approval of a Resolution Authorizing an Interfund Loan for Purchase of Real Property Commonly Located at 2828 Martin Way East and to Complete Improvements at Two Encampment Sites
Attachments: [Resolution](#)
- 4.E [18-0588](#) Approval of 2018 Engineering Design and Development Standards (EDDS) Update Scope
Attachments: [Summary of Proposed Topics](#)
- 4.F [18-0644](#) Approval of Bid Award for the West Bay Booster Station Upgrade Project
Attachments: [Vicinity Map](#)
[Summary of Bids](#)
- 4.G [18-0679](#) Approval of a No Build Easement on City Property Adjacent to the Laurana Mixed Use Project Located at 210 NW State Avenue
Attachments: [Resolution](#)
[Easement](#)

4. SECOND READINGS (Ordinances)

- 4.H [18-0636](#) Approval of Amendment to Ordinance 7143 (Capital Budget)
Attachments: [Ordinance](#)

4. FIRST READINGS (Ordinances)

- 4.I [18-0690](#) Approval of an Ordinance Amending Building, Engineering and Land Use Fees
Attachments: [Ordinance](#)

5. PUBLIC HEARING

- 5.A [18-0345](#) Public Hearing on an Ordinance for Emergency Housing Facilities Hosted by Faith-Based Organizations, Not-for-Profit Organizations or Units of Government
Attachments: [Ordinance](#)
[Tiny House Village White Paper](#)
[Just Housing Comments](#)
[Just Housing Comments](#)

6. OTHER BUSINESS

- 6.A [18-0682](#) Proposal for City-Owned Emergency Housing Facilities and Approval of Resolution Authorizing the Purchase of Real Estate Owned by Donald and Joan Hovancsek

Attachments: [Resolution](#)
[Purchase Agreement](#)
[Property Map](#)
[Resolution M-1942](#)
[Nursery site fact sheet](#)

- 6.B** [18-0700](#) Discussion on the Preliminary Capital Facilities Plan, 2019-2024 Financial Plan

7. CONTINUED PUBLIC COMMUNICATION

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

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

8.B CITY MANAGER'S REPORT AND REFERRALS

9. ADJOURNMENT

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



City Council

Special Recognition - Representative Doglio, Councilmember Bateman and Project Manager Jim Rioux Receiving Association of Washington Cities Awards

Agenda Date: 7/24/2018
Agenda Item Number: 2.A
File Number: 18-0716

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

Title

Special Recognition - Representative Doglio, Councilmember Bateman and Project Manager Jim Rioux Receiving Association of Washington Cities Awards

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize Representative Doglio for receiving AWC's legislative City Champion Award; and Councilmember Bateman and Project Manager Jim Rioux receiving 2018 Advocacy All-Star Award.

Report

Issue:

Whether to recognize Representative Doglio, Councilmember Bateman and Project Manager Jim Rioux Receiving Association of Washington Cities Awards

Staff Contact:

Jay Burney, Assistant City Manager, phone 360.753.8740

Presenter(s):

Candace Bock, Government Relations Director Association of Washington Cities

Background and Analysis:

Recently several staff and legislators were recognized with awards from AWC. Representative Doglio was recognized with the AWC's City Champion Award for her work in Preserving the Public Works Trust Fund. Councilmember Bateman was recognized with a 2018 Advocacy All Star Award in appreciation of her advocacy efforts to gain state support for cities to address affordable housing and homelessness issues and testifying with short notice on a number of proposals and was a model city councilmember for her engagement and advocacy through AWC. Project Manager Jim Rioux received the 2018 Advocacy All-Star Award in appreciation of his invaluable assistance on public

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

works policy. Specifically, he was instrumental in ushering in legislation that provides new authority for cities to utilize unit priced contracts.

Attachments:

None



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City Council

Approval of July 17, 2018 Study Session Meeting Minutes

Agenda Date: 7/24/2018
Agenda Item Number: 4.A
File Number: 18-0714

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

Title

Approval of July 17, 2018 Study Session Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, July 17, 2018

5:30 PM

Council Chambers

Study Session

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

2. BUSINESS ITEM

2.A [18-0688](#) ArCH Profile Study - Review of Recommendations

Assistant City Manager introduced the presenters who will be discussing the ArCH recommendations. Mr. Burney thanked staff, the Arts Commission, Heritage Committee, the ArCH Resource Committee and others who contributed to the report.

Mr. Burney noted in early 2017, the City Council appropriated \$50,000 in funding from Year End Funds to conduct a review of Arts, Cultures and Heritage in Olympia. The specific objectives of the study were: To refresh and expand Olympia's efforts to deliver creative and effective public programs and support for ArCH, and to reach participants and supports of ArCH who are increasingly sophisticated, mobile and diverse; to ensure ArCH contribute to the City's Comprehensive Plan, Historic Preservation Plan, Downtown Strategy and Parks, Arts & Recreation Plan; to grow and enrich participation of community groups, artists, historians and others in Olympia's arts, cultures, and heritage profile; to establish a broader nationwide reputation for Olympia's arts, cultures, and heritage; to provide analysis, clarify options and explore mechanisms for strengthening the City's commitment to ArCH.

Mr. Burney shared the goals and policies of the Comprehensive Plan and Downtown Strategy which affirm the value of arts, cultures, and heritage in the community. He noted currently the City has a total of 2.23 staff dedicated to arts, cultures, and heritage work. The City also has two Council Advisory Committees helping to guide ArCH-related initiatives and policy in the Arts Commission and Heritage Commission.

As of 2014, Olympia was home to 97 self-described arts, creative, and cultural organizations and businesses. Olympia has more than 400 arts-related businesses that employ 1,013 people. The City also has 771 designated historic properties, seven archaeological sites and six tribes with an interest in Olympia.

Mr. Burney shared the core themes that emerged from conversations with the Resource Committee and Resource Group.

Contractor from the Athena Group, Kendra Dahlen discussed the evaluation of the ArCH programming and practices in 19 communities to see best and promising practices, structure of the programs within those cities, funding roles, businesses, government and supporting foundations. The evaluations helped develop keys of success and contribute greatly to the recommendations in the report.

Mr. Burney shared the report recommendations:

1. Create a new ArCH structure within City government.
2. Demonstrate synergy between ArCH through branding, programming, and services.
3. Leverage the City's commitment to ArCH through strategic partnerships throughout the community
4. Make Olympia a regional center for ArCH
5. Expand and improve available space for ArCH
6. Grow local resources to support ArCH
7. Develop metrics to measure performance and track ArCH in, of, and for our community

Director of the Thurston Economic Development Council Michael Cade shared regionally there are 400 ArCH related businesses that employ approximately 100,000 people. He noted an extensive Economic Analysis based on the Creative Vitality Index was completed as part of this study. Mr. Cade described the economic benefits of ArCH investment range from expanded visitor potential, expanded access to funding opportunities through partnerships, increased attractiveness for private investment, and increased utilization of existing resources.

Local historian Shanna Stevenson discussed the importance of heritage and a connection to Olympia's past She noted there is not a museum for Olympia history currently.

Former Washington State Arts Commission Executive Director Kris Trucker discussed community benefits of arts and history. She shared an interactive tool that gives data and best practices in arts and cultures in communities.

Mr. Burney shared next steps which includes referrals to the Finance Committee and General Government Committee and for the City to apply for Creative District Designation through ArtsWA.

Councilmembers asked clarifying questions.

Councilmembers agreed to bring forward a resolution to begin the application process for an Arts District designation.

The study session was completed.

3. ADJOURNMENT

The meeting adjourned at 6:32 p.m.



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City Council

Approval of July 17, 2018 City Council Meeting Minutes

Agenda Date: 7/24/2018
Agenda Item Number: 4.B
File Number: 18-0715

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

Title

Approval of July 17, 2018 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
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Information: 360.753.8244

Tuesday, July 17, 2018

7:00 PM

Council Chambers

1. ROLL CALL

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

1.A ANNOUNCEMENTS

City Manager Steve Hall gave an update on efforts for sanctioned safe camping for the homeless. He noted at next week's City Council Meeting a proposal will be brought forward for safe camping space for 80 - 100 people. The Finance Committee will review funding options for this effort at an upcoming meeting.

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [18-0676](#) Special Recognition - Olympia Police Department Walking Patrol

Lieutenant Rich Allen discussed the implementation of the downtown Walking Patrol and introduced Sergeant Amy King, who is the supervisor of the Walking Patrol team. She gave an overview of their shifts, work hours and service area. Sergeant King shared some of the big picture goals of the program. She also shared information about each officer. She discussed the service area covered.

Councilmembers asked clarifying questions.

The recognition was received.

2.B [18-0665](#) Special Recognition - Assistant Fire Chief Robert Bradley

Fire Chief Greg Wright introduced Assistant Fire Chief Robert Bradley. Mayor Selby read a proclamation honoring Assistant Chief Bradley's years of service at the time of his retirement.

Assistant Chief Bradley made brief remarks about his career. Councilmembers thanked him for his service.

The recognition was received.

3. PUBLIC COMMUNICATION

The following people spoke: Jim Reeves, Sara Pete, Mickey Nelson, Jared Krieger, James Dick, Dylan Brooks, Pat Rasmussen, Sharon Taubel, Chris Van Daalen, Janae Huber, Boudicca Walsh and Orion Canning.

COUNCIL RESPONSE TO PUBLIC COMMUNICATION (Optional)

4. CONSENT CALENDAR

- 4.A** [18-0678](#) Approval of June 9, 2018 City Council Mid-Year Retreat Meeting Minutes

The minutes were approved.

- 4.B** [18-0641](#) Approval of June 26, 2018 City Council Meeting Minutes

The minutes were approved.

- 4.C** [18-0642](#) Bills and Payroll Certification

Payroll check numbers 91387 through 91457 and Direct Deposit transmissions: Total: \$4,579,336.09; Claim check numbers 3701720 through 3702535: Total \$5,035,429.84

The decision was approved.

- 4.D** [18-0663](#) Approval of a Resolution Authorizing the Purchase of Real Estate Owned by Traudi Koch and Sam Armour

The resolution was approved.

- 4.E** [18-0674](#) Approval of a Resolution Authorizing the Purchase of Real Estate Owned by Jeffrey Pust, Diane Pust, Dan Tracy and Diane Tracy

The resolution was approved.

- 4.F** [18-0680](#) Approval of a Resolution Authorizing an Interlocal Agreement with the Washington State Department of Natural Resources for Forest Land Wildfire Mutual Aid Response

The resolution was approved.

- 4.G** [18-0620](#) Approval of Bid Award for the Chambers Creek Village Commercial Septic-to-Sewer Conversion Project (STEP)

The contract was approved.

- 4.H** [18-0634](#) Approval of Bid Award for the Eastside Bike Corridor Permanent Improvements

The contract was approved.

4. SECOND READINGS (Ordinances)

4. FIRST READINGS (Ordinances)

- 4.I [18-0636](#) Approval of Amendment to Ordinance 7143 (Capital Budget)

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

5. PUBLIC HEARING - None

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

6. OTHER BUSINESS

- 6.A [18-0613](#) 2018 Construction Projects Update

City Engineer Fran Eide gave an overview of 2018 construction projects. This year's projects include Chambers Creek Village Commercial S.T.E.P., Chip Seal and Crack Seal, Morse-Merryman Roundabout, bike corridor improvements, sidewalk at State and Phoenix streets, and a pedestrian crossing improvement at Pacific Avenue.

Senior Engineer Kip Summers gave an update on Parks construction projects including the Margaret McKenny Park Playground, isthmus interim park improvements, Priest Point Park shelter #2 replacement, and Percival Landing bulkhead replacement.

Councilmembers asked clarifying questions.

The report was received.

- 6.B [18-0689](#) Briefing on Banking Services Request for Proposal (RFP) Process

Councilmember Cooper gave an update of the recent banking services RFP. He noted Olympia might be one of the first cities to ask questions regarding sustainability and ethics of banking institutions they work with.

Councilmember Cooper reviewed the RFP process. He noted after review of the responses to the RFP, the staff recommendation was to continue to use US Bank. Councilmember Cooper also outlined US Bank's response to required services and environmental stewardship questions. He shared their Green house reduction goals and how they align with the City's goals along with their approach to social justice and equity, their community investment rating and Cost of services.

Councilmembers asked clarifying questions. Councilmember Gilman asked if smaller banks could be used for separate items in order to do the City's banking. Councilmember Cooper noted this approach can be considered in the future.

The report was received.

6.C [18-0657](#) Approval of an Ordinance Declaring a State of Public Health Emergency Relating to Homelessness - First and Final Reading

City Attorney Mark Barber explained what a first and final reading entails. Downtown Programs Manager Amy Buckler gave an overview of the ordinance.

Councilmembers asked clarifying questions.

Councilmember Rollins shared an amendment to the ordinance for consideration. She requested an addition the second Whereas section; "*...and discrimination based on race, disability, sexual orientation, gender expression, and transgender status;*". The Council agreed to the amendment.

Councilmember Cooper moved, seconded by Councilmember Parshley, to allow camping on undeveloped property unless there is an immediate danger to human life, concerns for public safety, or a regulatory condition from another agency. City Manager Steve Hall requested clarification. The motion was withdrawn.

Councilmembers and staff continued to discuss the issue. The City Council agreed to postpone eviction on the recently acquired park property on Wheeler Avenue until they hold a Study Session on July 24 to discuss encampments on public property.

Councilmember Bateman moved, seconded by Councilmember Parshley, to approve the ordinance declaring a state of public health emergency relating to human health and environmental conditions caused by increasing homelessness in our community on first and final reading.

7. CONTINUED PUBLIC COMMUNICATION

The following people spoke: Uriah Watkins, Phoenix Wendt, Tye Gundel and Robert Bruce.

8. REPORTS AND REFERRALS

8.A COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

Mayor Pro Tem Jones shared two referrals one to the General Government committee in which he proposes a Women's Commission and another to the Finance Committee regarding a proposed resolution on how trust funds are managed by the State Investment Board.

8.B CITY MANAGER'S REPORT AND REFERRALS

Mr. Hall noted on Saturday roadway striping will begin throughout the City.

9. EXECUTIVE SESSION

- 9.A** [18-0685](#) Executive Session Pursuant to RCW 42.30.110(1)(b); RCW 42.30.110 (1)(c) - Real Estate Matter

Mayor Selby recessed to Executive Session at 9:39 p.m. pursuant to RCW 42.30.110(1) (b) and RCW 42.30.110 (1)(c) to discuss a matter related to Real Estate. Mayor Selby announced no decisions will be made, the meeting is expected to last no longer than 30 minutes, and the Council will adjourn immediately following the Executive Session. The City Attorney was present at the Executive Session.

No decisions were made.

9. ADJOURNMENT

The meeting adjourned at 10:07 p.m.



City Council

Approval of a Resolution Authorizing an Interfund Loan for Purchase of Real Property Commonly Located at 2828 Martin Way East and to Complete Improvements at Two Encampment Sites

Agenda Date: 7/24/2018
Agenda Item Number: 4.D
File Number: 18-0708

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

Title

Approval of a Resolution Authorizing an Interfund Loan for Purchase of Real Property Commonly Located at 2828 Martin Way East and to Complete Improvements at Two Encampment Sites

Recommended Action

Committee Recommendation:

Not referred to a Committee.

City Manager Recommendation:

Move to approve the Resolution authorizing an Interfund loan up to \$2,450,000, from the City Investment Pool to purchase real property and to complete improvements at two encampment sites.

Report

Issue:

Whether to approve a Resolution authorizing an Interfund loan up to \$2,450,000, from the City Investment Pool to purchase real property and to complete improvements at two encampment sites.

Staff Contact:

Debbie Sullivan, Administrative Services Director, 360.753.8499

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

In February 2018, citizens of Olympia passed Proposition 1 authorizing a .001 increase in the local sales tax for the purposes of providing services and facilities for the most vulnerable persons in the community. This tax will produce approximately \$2,300,000 per year.

Staff is requesting Council authorization for an interfund loan of \$2,450,000 from the City Investment Pool to finance the purchase of real property commonly located at 2828 Martin Way E to be used for

The loan will be repaid from future collections of the Home Fund sales tax. The loan will be paid in full no later than three years from the date of the first draw at an annual rate of 1.5% interest. This is slightly less than what the City is currently receiving from investments with the State of Washington, Local Government Investment Program.

Neighborhood/Community Interests (if known):

None noted.

Options:

1. Move to approve the Resolution. The City can close escrow on the purchase of the real property located at 2828 Martin Way East per the terms of the purchase and sale agreement.
2. Direct staff to make changes to the terms and conditions of the interfund loan. Staff will update the Resolution and return to Council at a future date.
3. Do not approve the Resolution. The City may not be able to meet the terms and conditions of the purchase and sale agreement.

Financial Impact:

The annual debt service on the \$2.45 million loan will be approximately \$842,000 over 3-years. The debt service will be paid from revenues generated from the Home Fund sales tax increase passed by voters in February 2018.

Attachments:

Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
AUTHORIZING AN INTERFUND LOAN FROM THE CITY INVESTMENT POOL TO
THE HOME FUND FOR THE PURCHASE OF LAND IMPROVEMENTS.**

WHEREAS, on February 13, 2018, voters of the City of Olympia approved a sales tax increase of one-tenth of one percent (.001) as authorized by RCW 82.14.530 for the purposes of providing services and facilities for the most vulnerable persons in the community; and

WHEREAS, on April 17, 2018, the City Council passed Ordinance No. 7135 creating the a fund to be known as the Home Fund for deposit of the sales and use tax authorized by RCW 82.14.530 and interest thereon, and other funds as determined by the City Council to support the purposes of the Home Fund; and

WHEREAS, the Home Fund sales tax will generate approximately Two Million Three Hundred Dollars (\$2,300,000) per year;

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

Section 1. The Administrative Services Director is authorized to make an interfund, interest bearing loan from the City Investment Pool (the Loan) in an amount not to exceed Two Million Four Hundred Fifty Dollars and 00/100 Cents (\$2,450,000.00) U.S. to the Home Fund. Interest shall be due at the time of payment of the loan. Interest shall be at an annual rate of one and one-half percent (1.5%)

Section 2. Draws on the Loan may be made on any business day. The Loan shall be paid in full no later than three (3) years from the date of the first draw. The Loan may be pre-paid in full or partially at any time without penalty.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



City Council

Approval of 2018 Engineering Design and Development Standards (EDDS) Update Scope

Agenda Date: 7/24/2018
Agenda Item Number: 4.E
File Number: 18-0588

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

Title

Approval of 2018 Engineering Design and Development Standards (EDDS) Update Scope

Recommended Action

Committee Recommendation:

Land Use & Environment Committee reviewed and unanimously recommends the 2018 EDDS topics to be updated this year.

City Manager Recommendation:

Move to approve the 2018 EDDS topics to be updated this year.

Report

Issue:

Whether to approve the 2018 EDDS topics to be updated this year.

Staff Contact:

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

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Engineering Design and Development Standards (EDDS) guide the design and construction of transportation, drinking water, reclaimed water, sewer, stormwater, and solid waste collection systems. They are also the technical interpretation of the City's Comprehensive Plan and various utility master plans. The City Engineer is responsible for approving and administering the EDDS.

The EDDS are updated annually to:

- Implement Goals and Policies established in the City's Comprehensive Plan and other Council -approved plans such as the Downtown Strategy,
- Reflect changes to the Olympia Municipal Code (OMC), particularly Titles 12-18,
- Help implement policies established in approved Utility Master Plans,
- Address changes in equipment and materials,

- Enable the use of improvements in technology, and
- Clarify information and requirements described in the text and shown on standard drawings.

This year's update includes changes that are consistent with the Downtown Strategy.

The attachment summarizes the proposed topics to be updated, including why they are needed.

Neighborhood/Community Interests (if known):

The EDDS provide predictability and consistency in how the City's infrastructure is built. Making timely changes to the EDDS ensures that infrastructure installed meets the most current standards and builds the foundation for the City's vision.

Information related to the proposed changes is available on the City webpage. Stakeholders are engaged throughout the review and approval process.

Options:

1. Approve the 2018 EDDS Topics to be updated this year. Approving the recommendations will allow staff to develop the specific changes and begin communicating and receiving feedback on the changes.
2. Do not approve the recommended topics and have staff revise them as directed. Not approving the recommendations delays the development of the specific changes.

Financial Impact:

Most of the proposed changes should not result in notable increases to the costs of private development or public work projects. However, a few, such as updated pipe testing requirements and addressing slip/trip hazards, may cost more to developers and private utilities.

Attachments:

Summary of Proposed Topics

Draft 2018 EDDS Topics -7/12/18

EDDS #	Topic	Requested Change and Why	Location in EDDS, OMC, etc.
SUBSTANTIVE CHANGES			
1	Latecomer Agreements/Sewer Extensions	Update the requirements for Latecomer Agreements in Chapter 2, to address 2013 amendments to RCW 35.91.020. Require sewer stubouts to property line. Address requirement for sewer extensions.	Ch. 2, 3.110, 7C.020, 7E.020, 7F.020, OMC 13.080, Title 18, 16.040.020
2	Downtown Strategy Recommendations	Implement recommendations from the DTS that impact Transportation-related requirements in the Downtown Area.	Ch. 4
3	Sidewalk Fee-in-lieu	Clarify process for reviewing sidewalk requirements for single family residential construction.	2.040.A
OTHER CHANGES			
5	Gender Neutrality	Remove gender references (e.g. "He" and "him") in the EDDS and related OMCs.	Ch 1-10, Title 12 OMC
6	Urban Forestry Manual	Reference in Chapter 1, and address link to requirements in SWPPP and SVPA. See also SVPA topic below.	Chapters 3 and 5
7	Submittals for Private Development Work	Consider requiring submittals for certain types of construction (e.g. pervious concrete sidewalk and driveways) and/or materials to be used, for work on public facilities and infrastructure constructed by private development.	Chapter 3
8	Soil and Vegetation Protection Area (SVPA) Plans	Add requirements for what is to be in these plans, per Urban Forestry Manual. Need in Ch 3 if not in applicable OMC chapter.	3.045
9	Electronic Submittal of Drawings	Clarify size and type of drawings to be submitted, to be consistent with CPD requirements.	3.030, 3.040, 3.045
10	Record Drawings	Adjust standards to reflect current issues. Update OMC 17.44.030 to reflect current standards. Also address scanning requirements changes (to .pdf with ISO standard).	3.045, 3.065, OMC 17.44.030
11	General Notes	Minor edits for clarifications of these notes in Standard Drawing 3-1.	Drawing 3-1
12	Table 1 Correction	Delete "Decatur Street Connection" from Table 1 (which labels it as a Future Major Collector), to be consistent with Comprehensive Plan.	Ch.4 Table 1
13	Ditch Maintenance	Need to establish responsibility here in the EDDS, or in applicable OMC?	Ch4 and/or 5?
14	Driveway Culverts	Establish standard for driveway approaches with culverts.	4B.140, Ch 5
15	Gates and Bollards for Public Facilities	Establish clear standards; currently only fence standards in Lift Station section of Chapter 7.	Chapters 4, 7, other?
16	Grated Lids and other Slip Hazards	Add requirement for plan from private utilities to replace grated vault lids in sidewalks.	4C, OMC 11.04,06,10,12
17	Small Cell Tower Installations on Street Lights	Establish standards for mounting small cell towers on street lights.	4F, OMC 11.04, 06, 10, 12
18	Illumination	Review mounting heights, spacing and other requirements for Street Lights. Confirm whether "City of Olympia Streetlight Installation Guidelines" is still being used.	4F
19	Street Trees	Update tree installation requirements and revise and add drawings.	4H.100, Drawings
20	Access Points clarification	Clarify primary access versus connection to local access and other street types.	4I.080

EDDS #	Topic	Requested Change and Why	Location in EDDS, OMC, etc.
21	Transportation-Related Special Provisions	Update Appendix 5 of Chapter 4 to reflect changes made by Amendments to the 2016 WSDOT Standard Specifications.	Appendix 5 of Ch. 4
22	Hammerhead Detail	Review minimum dimensions and other requirement of the Temporary "T" (i.e. "Hammerhead") elements of standard detail 4-5.	Drawing 4-5
23	Bedding and Backfill	Revise and/or clarify pipe zone bedding specification (see WSDOT 9-03.12(3)) and drawing 4-8, to decrease size of crushed rock that can be used. Need to clarify backfill spec as well?	Drawing 4-8; specs in various Chapters
24	Bulbout details	Revise dimensions of bulbouts	Drawings 4-13 and others
25	Utilities Location Schematic	Review Standard Drawing details, and consider adding additional pipe separation info. Add reference to this Drawing in other Chapters.	Drawing 4-44
26	Catch Basins & Stormwater Vaults	Add (1) requirement to install "Drains to..." markers during construction, (2) detail on CB drawings showing marker, (3) more detail about where non-vented grates and hooded frames are required, (4) acceptance of Nyloplast CBs, (4) access requirements for stormwater vaults.	Chapter 5 & Drawings
27	Stormwater Pond Sign	Add a standard detail into Chapter 5 showing the required information to be included on the sign, as well as where and when it is required. OK to put sign on fence.	Chapter 5
28	Wells	Consider adding specific language regarding abandoning individual wells and/or cross connection control when connecting to the City's water system.	Ch. 6
29	Water Main Looping	Add more specific language for when "looping" of water mains is required as a result of development/redevelopment.	6.030F
30	Concrete Hydrant Pads	Specify 3'x3'x8" pads for hydrants more than 18 inches from curb.	6.060, drawing 6-8
31	Larger Meters	Add note to require ordering of meter.	6.075
32	Fire Sprinkler System Service Connections (FDCs)	Update specifications for fire sprinkler lines to clarify material and design requirements for portion in the ROW; who inspects.	6.106, 6.040
33	Bend Markers	Consider adding bend markers for new developments.	6.112
34	Water Service Connections	(1) Add steel sleeve (casing) pipe; and (2) consider requiring 1 1/2-inch service lines for connections on mains with less than ___ psi static water pressure.	6.120
35	Disinfecting Watermains	Consider revisions to the disinfection process, incorporating AWWA C651 standard and Water Utility Operations goals. Add sampling requirement for every 1200 feet and at each end of pipe.	6.190
36	Water Service Connection Drawings	Update drawings to reflect current material requirements	Drawings 6-1A-C, 6-2
37	Water Meter Placement	Clarify location of water meters relative to property lines, ROW and sidewalks	Drawing 6-7
38	Water Meter Manifolds	Clarify pipe lengths for 3 and 4-inch meter manifolds.	Drawing 6-20A
39	Location of Sewer Main in Street	Establish standards for location of new sewer main in existing streets that may allow other than center of road, and possible stubout requirements.	Ch 7
40	Hard surface runoff into sewer	Address "stormwater" catch basin connections to the sewer system for covered fueling stations (pump islands), solid waste compactors, and covered parking structures.	Ch7 - new section(s)?
41	Pipe Abandonment	Reference WSDOT Standard Specifications, or copy and paste Olympia Special Provisions requirements for abandoning a pipe in place.	7A
42	Testing and Televising	(1) verify pressure & vacuum testing procedures & numbers, (2) require materials testing for new pipe, etc., (3) revise Table 1 to delete any MHs less than 48" diameter; also add larger diameter MHs., (4) add section for testing (including televising) of side sewers between the CO at the property line and the main, and (5) Clarify it is a contractor of the City's choosing who televises new pipe, not the City.	7A.070

EDDS #	Topic	Requested Change and Why	Location in EDDS, OMC, etc.
43	Gravity Sewer Main Alignment in Streets	Clarify location of sewer, with exceptions requiring stubout to be installed across street. Consistent with drawing 4-44.	7B.030
44	Connection to Existing System	Clarify this section is about connecting new sewer mains. Move items E and F to 7B.080.	7B.040
45	Saddle Manholes	Update section on saddle manholes, including bypass pumping, and add a standard drawing.	7B.050
46	manhole pipe angles	Clarify whether angles between pipes must be over 45 degrees (per 7B.055) or 90 degrees (per 7B.050).	7B.050, 7B.055
47	Drop Manholes	(1) Clarify when inside drop manholes can be used, (2) clean up Standard Drawing 7-4A (e.g. note 4) and add updated ASTM reference, and (3) Drawings 7-4, 4A shows max of 20' between invert of pipe open to manhole and bottom of channel. This conflicts with 7B.030 which says manholes may not be more than 20 feet deep.	7B.050, 7B.030, Drawings 7-4, 4A
48	Cleanouts	Clarify where service line cleanouts should be, consistent with 13.08, and detail location for these; maybe move this into following section on service lines?	7B.070
49	Connections to existing pipe	Specify shielded steel bands for couplers, as is required for repair bands.	7B.080
50	Sewer Connection for Duplexes	Allow single sewer service line for duplexes, cottages, and ADUs on the same parcel.	7B.080
51	Re-testing costs for Private Sewers	Add in 7B.090.E that testing costs will be borne by owner	7B.090.E
52	Sewer Force Main Shutdowns	Clarify what connections may be made to force mains (LS, STEP and grinder) and add notification requirement for force main shut downs for construction. Model after water connection notification.	7C.030
53	Discharge Manhole Coating	The last paragraph in 7C.080 is redundant with section 7C.085.	7C.080, 7C.085
54	Lift Station Access	Revise to (1) require appropriate turning radius limits for vactor truck, (2) paving requirements, and (3) water service.	7D
55	Criteria For Sewage Works Design	Reference entire manual instead of just Chapter C1.	7D.020, 7E.020, 7F.020
56	STEP System Requirements	(1) Update list of pre-approved STEP tank manufacturers; (2) revise definition to be consistent with OMC 13.08; (3) clarify language re: easements / distance from STEP lids to be maintained; (4) clarify sections 7E.020 and 060; (5) reference Orenco wiring diagrams; and (6) update commercial STEP standards to reflect the specifications being developed for Chambers Creek Condo project.	7E
57	Commercial STEP Systems	Revise wording in 7E.095 - exact wording forthcoming from Operations.	7E.095
58	Grinder Pumps	(1) Add Inspection at time of sale (7F.010 to OMC 13.08, (2) Remove owner responsibility wording in sections 7F.010, 030 as they are redundant to OMC 13.08, and (3) Review emergency storage volume of 70 gallons - too low?	&F
59	Controls of Commercial STEP Systems	Update programming, instrumentation, control and SCADA requirements for Commercial STEP systems.	Ch7, Appendices
60	Lift Station Start-up documents	Add the Lift Station Inspection Checklist and S&L Product Start-Up Report forms as Appendices.	Ch7. Appendices
61	Catch Basins for Solid Waste	Add requirement, consistent with the Drainage Manual, for installation of catch basins for dumpster/compactor pads that are connected to the sewer system. Add similar requirement for covered parking lots and fuel islands in Ch 4 as well?	Ch. 8
62	Solid Waste clarifications	Revise wording and clarify some points in Chapter 8.	Ch.8
63	Compactors	Revise wording in 8.031.C.2 to correct type of compactor.	8.031.C.2
64	Scrivener errors	Correct scrivener errors in various sections of the EDDS and Title 12 of the OMC	OMC 12.20.365(A)

EDDS #	Topic	Requested Change and Why	Location in EDDS, OMC, etc.
HOLD FOR FUTURE CONSIDERATION			
1	Street Connectivity	Set up special Deviation Request requirements, consistent with Comprehensive Plan Goals GT4 and GT5 and Policy PT5.2, that require the proponent to address specific issues identified in the Comp Plan related to connectivity. Also consider (1) alternative alignments in environmentally sensitive/critical areas, (2) new criteria for examining new street connections, and (3) identifying safety issues and funding solutions to such issues related to newly connected streets.	1.050, 2.040.B.3, Table 3 in Ch.4, 4H.060.A.8
2	Streetside (Frontage) Improvements	Clarify when they are required, what is required, and intent to achieve sidewalk and planter strip widths on major streets. Clarify when "streetside" vs. utility extensions are required. Consider stronger language for when sidewalk and other ped-related improvements in urban corridors are required (Comp Plan Policy PT15.1).	2.040, 2.020, 2.070, 3.110
3	Alleys	Revise Alley requirement in section 2.040B to be consistent with updated Comp Plan. Revise the current concrete strip standard for residential alleys, as it has not been installed in over 15 years.	2.040.B, Ch.4 Table 2, Drawings 4-4A,B
4	Private Utility Easements	Revise requirements for private utility easements, to address when they are required, allowing for adjustment of width based on zoning, etc.	2.050.E
5	Franchise (Private) Utilities (carryover from 2015)	Revise the Franchise Utilities section, as it is out of date and omits some requirements. Address as many of the Comp Plan Policies related to Private Utilities as practicable. Address pavement restoration.	2.060, 4B.175, 4B.195
6	Parking Lots (carryover from 2015)	(1) Clarify wording in paragraph 3 of the Parking Lot section 4H110. (2) Revise parking lot connection requirements to address connecting adjacent parking lots in 4I.090. (3) Clarify EDDS & Drainage Manual roles in parking lot design/layout, approval and inspection, vs. CP&D in OMC 18.38.	OMC 18.38.220, 4H.110, 4I.090 and Ch. 5
7	Planter Strips	Add standard for planter strip landscaping, addressing (1) number and type of plants, (2) species and diversity of trees, and (3) placement and replacement of trees.	4H
8	Roof Drains to Street Gutters	Investigate and determine whether tightline discharge of building roof drains to street gutters should be allowed or regulated by the EDDS.	Chapters 4 and 5
9	Sump Pumps to Street Gutters	Investigate and determine whether tightline discharge of sump pumps in basement (and other low areas) to street gutters should be allowed or regulated by the EDDS.	Chapters 4 and 5
10	Traffic Calming	Consider adding some criteria for determining when/if/where to use, especially for RLI Collectors and Local Access Streets.	Ch. 4, Ch. 9
11	Electric Vehicle Charging Stations	Support the use of electric vehicles by developing standards for their placement in the ROW. Being addressed separately from EDDS Update.	Chapter 4
12	Underground Detention Systems	Consider pros and cons of allowing certain types of underground stormwater detention systems, depending on location (under parking lots, e.g.).	Chapter 5
13	Fiber Optics Conduit	Establish standards for a City-owned fiber optics conduit system, once policies and regulations regarding such a system are established by City Council action.	
14	Modified Street Designs	Focus on a particular mode instead of "complete streets". Provides direction for master plans.	
15	Bike Boulevards/Corridors	Establish standards for bike corridors, using 2016 Bike Corridor pilot project as template.	
16	Protected Bike Lanes	Establish standards for protected bike lanes	
17	Pedestrian Crossing Islands	Make islands large enough for small groups cycling together.	
18	Private Streets	Clarify requirements for Private Streets, and when are they permissible.	2.040, 4B.070
19	Infill Housing Incentives	On 2017 Draft Action Plan. May or may not involve changes to the EDDS.	TBD
20	Sidewalk Cafes	Establish standards for use of portions of sidewalks in the ROW, in front of restaurants, bars, etc.	TBD, OMC 9.16.180



City Council

Approval of Bid Award for the West Bay Booster Station Upgrade Project

Agenda Date: 7/24/2018
Agenda Item Number: 4.F
File Number: 18-0644

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

Title

Approval of Bid Award for the West Bay Booster Station Upgrade Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to award the construction contract to Rognlin's, Inc., for \$316,172.80, and authorize the City Manager to execute the contract.

Report

Issue:

Whether to approve staff's recommendation to award the construction contract for the West Bay Booster Station Upgrade Project to Rognlin's, Inc.

Staff Contact:

Tim Richardson, P.E., Project Manager, Public Works Engineering, 360.753.8749.

Presenter(s):

None - Consent Calendar item.

Background and Analysis:

This project will upgrade the West Bay Booster Station, located just west of the 4th Avenue Bridge. The project replaces the existing pumps, associated piping and valves, installs a chlorine analyzer, and replaces the electrical system.

The booster station supplies drinking water to the west side of Olympia. The existing pumps and electrical equipment in the booster station are more than 20 years old. Currently, the pumps need frequent repairs to continue operating.

With decreased water demand in the winter, project construction will occur in the fall and winter of 2018/2019. We anticipate starting construction in October 2018 and ending March 2019.

Neighborhood/Community Interests (if known):

The neighborhood will experience some inconvenience, including noise and dust, during construction.

Options:

1. Award the construction contract to Rognlin's, Inc., for \$316,172.80, and authorize the City Manager to execute the contract.

The project proceeds as planned.

2. Reject all bids and direct staff to rebid the project.

The time needed to rebid will delay the beginning of construction until 2019. Rebidding the project will require additional staff time and may increase the total project cost. There is no guarantee future bids will be lower.

Further, the existing pumps will continue to require frequent maintenance. Delaying the project could jeopardize the reliability of water service on the Westside.

Financial Impact:

The Water Utility funds the West Bay Booster Station Upgrade Project.

The low bid of \$316,172.80 is approximately 8% below the Engineer's estimate. The bid is by a responsive and qualified contractor. There are sufficient funds in the budget to complete this project.

Overall project costs:

Total Low Bid:	\$ 316,172.80
Contingency to Award (10%):	\$ 31,617.28
Engineering: Design, Inspection, Consultants	\$ 225,000.00
Total Estimated Project Cost:	\$ 572,790.08

Overall available project funding:

CIP Funds	\$ 670,000.00
Total Funding	\$ 670,000.00

Attachments:

Vicinity Map
Summary of Bids



West Bay Booster Station Upgrade - Project 1576P

Vicinity Map



City of Olympia, TComm911

0 275 550 Feet 1 inch = 500 feet

Map printed 7/12/2018

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.



SUMMARY OF BIDS RECIEVED



Project Name: West Bay Booster Station Upgrade
Project Number: 1576P
Federal Project Number: NA
Bid Opening Date: 6/26/2018

ENGINEERS ESTIMATE	CITY OF OLYMPIA	\$ 342,937.60
Bid #1	Rognlin's, Inc.	\$ 316,172.80
Bid #2	McClure & Sons, Inc.	\$ 333,013.95
Bid #3	RC Walsh & Company, Inc.	\$ 347,152.59
Bid #4	Rotschy, Inc.	\$ 334,134.59
Bid #5	Pease & Sons, Inc.	\$ 364,198.21
Bid #6	Compass Northwest, Inc.	\$ 458,224.26



City Council

Approval of a No Build Easement on City Property Adjacent to the Laurana Mixed Use Project Located at 210 NW State Avenue

Agenda Date: 7/24/2018
Agenda Item Number: 4.G
File Number: 18-0679

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

Title

Approval of a No Build Easement on City Property Adjacent to the Laurana Mixed Use Project Located at 210 NW State Avenue

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a No Build Easement on city property adjacent to the Laurana mixed use project located at 210 NW State Avenue.

Report

Issue:

Whether to approve a No Build Easement on city property adjacent to the Laurana mixed use project located at 210 NW State Avenue.

Staff Contact:

Keith Stahley, Director Community Planning and Development Department

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The purpose of this Agreement is to ensure that the Easement Area remains free of built structures. This will allow the Grantee to develop its building ("The Laurana") on the adjacent property in a manner that will provide for greater use of balconies and windows on the Northern portion of the The Laurana's West facade.

If the easement were not granted no openings would be allowed in the wall adjoining the City's property.

Neighborhood/Community Interests:

None.

Options:

1. Approve the easement as presented
2. Disapprove the easement as presented

Financial Impact:

Urban Olympia 5 LLC will be required to purchase the easement. The purchase price for easements is typically ½ half the assessed value of the property or \$12,583 for this easement.

Attachments:

Resolution

Easement Description

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING A NO-BUILD EASEMENT ON CITY PROPERTY LOCATED ADJACENT
TO 210 NW STATE AVENUE**

WHEREAS, Urban Olympia 5, LLC (the Developer) owns property located at 210 NW State Avenue in the City of Olympia, Thurston County, Washington (the Property); and

WHEREAS, the Property lies adjacent to City-owned property, which is legally described as SYLVESTER L 5 BLK 72 LESS E 55F; and

WHEREAS, the Developer has proposed a 15-foot no-build easement (the Easement) on the City's property to ensure the proposed easement area remains free of built structures, allowing the building on the adjacent property to be developed in a manner that will provide for greater use of balconies and windows on the northern portion of the building's west facade; and

WHEREAS, the City and the Developer have negotiated terms and conditions for the Developer's purchase of the Easement; and

WHEREAS, the Olympia City Council hereby accepts terms, among others, to grant the Easement to the Developer for consideration in the amount of Twelve Thousand Five Hundred Eight-Three Dollars and No/Cents (\$12,583.00);

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

1. The City shall grant a 15-foot no-build easement to Urban Olympia 5, LLC, for the total sum of Twelve Thousand Five Hundred Eight-Three Dollars and No/Cents (\$12,583.00).
2. The City Manager is directed and authorized to execute all documents necessary for the City's granting of a 15-foot no-build easement over City property legally described as SYLVESTER L 5 BLK 72 LESS E 55F, lying adjacent to 210 NW State Avenue in favor of Urban Olympia 5, LLC, and to make any minor modifications to said documents that are consistent with the intent of the authority conferred herein, including authority to correct any scrivener's errors in said documents.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of July 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

After recording return document to:
City of Olympia
Attention: Legal Department
P.O. Box 1967
Olympia, WA 98507-1967

Document Title: NO BUILD EASEMENT & LICENSE FOR USE
Grantor(s): City of Olympia, a Washington municipal corporation
Grantee(s): Urban Olympia 5, LLC
Legal Description: SYLVESTER L 5 BLK 72 LESS E 55F
Assessor's Tax Parcel Number: 78507200500; 78507200800; 78507200600

1. **PARTIES.** This AGREEMENT ("Agreement") is between the CITY OF OLYMPIA, a Washington municipal corporation ("City" or "Grantor") and URBAN OLYMPIA 5, LLC a Washington Limited Liability Company, ("Grantee"). City and Grantee are each a "Party," and together the "Parties" to this Agreement.

The Parties agree as follows:

2. **PROPERTY.** This agreement relates to property legally described as Lot 5 in Block 72 of Sylvester's Plat of Olympia, less the East 55 Feet thereof, as recorded in Volume 1 of Plats, Page 14, Thurston County, state of Washington, Assessor's Tax Parcel Number **78507200500** (the "Grantor's Property") and property legally described as the East 55 Feet of Lot 5 and all of Lots 6, 7, and 8 in Block 72 of Sylvester's Plat of Olympia, as recorded in Volume 1 of Plats, Page 14, Thurston County, state of Washington, Assessor's Tax Parcel Numbers **78507200800 and 78507200600** (the "Grantee's Property").
3. **GRANT OF EASEMENT.** The City grants to Grantee and its successors and assigns, a 15-foot wide no-build easement over, upon, and across the Property (above ground only) described as the "Easement Area," as it is defined in Exhibit "A" and shown on Exhibit "B." Exhibits A and B are incorporated by reference and made a part of this Agreement.
4. **USE OF EASEMENT AREA:**
 - a. Easement. The purpose of this Agreement is to ensure that the Easement Area remains free of built structures in order to comply with the fire separation distance requirements of the International Building Code § 705, *et seq.* This will allow the

Grantee to develop its building (“The Laurana”) on the adjacent property in a manner that will provide for greater use of balconies and windows on the Northern portion of the The Laurana’s West facade.

b. Easement Conditions:

i. To provide adequate vehicle and equipment clearance for ingress/egress to Grantor’s Property, no obstruction from Grantee’s Property shall be built or maintained that encroaches over the no-build Easement Area within 14 feet of the ground. No below ground portion of the Grantee’s building shall encroach on the Grantor’s Property.

c. Licensed Uses. Grantee may be allowed one or more Licensed Uses of the Easement Area with permission of the City at its sole discretion, but any such use must be pre-approved by the City in writing prior to construction and installation of each Licensed Use. Requests for approval of Licensed Uses shall be directed to the City’s Public Works Department. If the City allows Grantee a Licensed Use of the Easement Area, Grantee agrees to the ongoing maintenance of the Easement Area in good condition at all times at Grantee’s sole expense.

A Licensed use may include but is not limited to:

- Public pedestrian access over and across the Easement Area;
- Landscaping;
- Fences, bollards, pavement;
- Other pedestrian improvements and/or amenities.

d. License Conditions:

- i. No use shall be licensed in the Easement Area that prevents proper clearance for City vehicles. Vehicle clearance shall be maintained at 14 feet in height at all times;
- ii. Any use of Easement Area shall allow for City access to its lift station at all times of the day and night (24 hours/7 days a week), including during Grantee’s construction and maintenance activities;
- iii. Prior to any public use of the Easement Area, Grantee shall install gates acceptable to the City in design, size, and location outside the Easement Area to protect unauthorized access to the City’s lift station, both during maintenance activities and otherwise;
- iv. Any use of the Easement Area shall maintain security of the City’s pump station at all times.

5. RIGHTS AND OBLIGATIONS OF GRANTEE. Grantee (including Grantee’s contractors, agents, permittees, successors and assigns) is authorized to access the Easement

Area as necessary for the initial construction of its building on the adjacent property, and to construct or maintain any City-approved Licensed Use.

Construction related activities shall be limited to the public right-of-way and Easement Area only. In the event that Grantor's Property or any part of the City's lift station is disturbed or damaged by Grantee, its contractors, agents, or permittees, Grantee shall, at its own expense and to the extent reasonably practicable, restore the impacted property or improvements to the same conditions that existed prior to the disturbance or damage, or reimburse the City for its costs to restore same.

6. **CITY'S RESERVATION OF RIGHTS.** The City retains the right to temporarily or permanently close all access to the Easement Area at any time, in the event the City determines that, in its sole discretion, use of the Easement Area is a public health, safety, or security issue. This reservation of rights shall not extend to the no-build restriction of the Easement. In the case of closure longer than 24 hours, the City will provide such notice to Grantee as is reasonable under the circumstances.
7. **TERM OF EASEMENT.** The Easement contained within this Agreement shall commence upon execution by both parties, recording, and shall continue in perpetuity, unless mutually terminated by the Parties.
8. **LICENSED USE/GRANTEE'S OBLIGATION UPON REVOCATION.** Grantee's Licensed Use of the Easement Area may be revoked at any time by the City, in its sole discretion except for those Licensed Uses that the City required the Grantee to install or construct within the Easement Area as a condition of approval of the Grantee's building ("The Laurana"). If revoked, the Licensed Use shall terminate and any facilities associated with such Use shall be removed by Grantee upon request of the City, and the Easement Area shall be restored to the condition it was in prior to the Licensed Use, at the sole expense of Grantee.
9. **INDEMNIFICATION.** Grantee shall indemnify and hold City, its officers, officials, agents, contractors, and employees harmless from any and all costs, expenses (including reasonable attorney's fees), damages, claims, fines, and penalties ("Claims"), arising from the actions or omissions of Grantee, its contractors, agents, permittees, successors, or assigns relating to this Agreement.
10. **PAYMENT FOR EASEMENT.** Total cost that Grantee shall pay Grantor for the easement is \$12,583.

11. LEASEHOLD TAX. If leasehold or other tax applies as a result of this Agreement, Grantee shall be solely responsible for payment of the tax.

12. SUCCESSORS. This Agreement touches and concerns the land and is binding on any and all successors or assignees of either of the Parties. The rights granted under this Agreement are appurtenant, not personal, and shall run in perpetuity with the land.

GRANTOR:

CITY OF OLYMPIA

Approved as to form:

By: _____
Steven R. Hall, City Manager



Deputy City Attorney

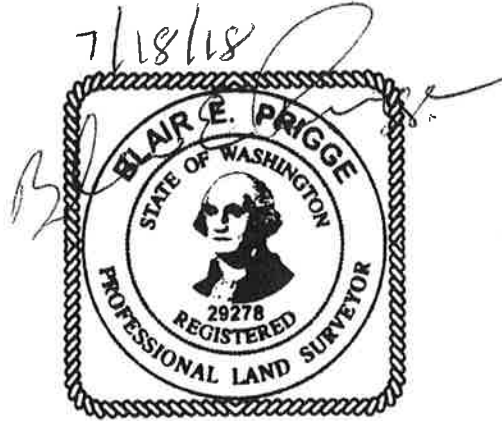
Date: _____

EXHIBIT A
EASEMENT DESCRIPTION

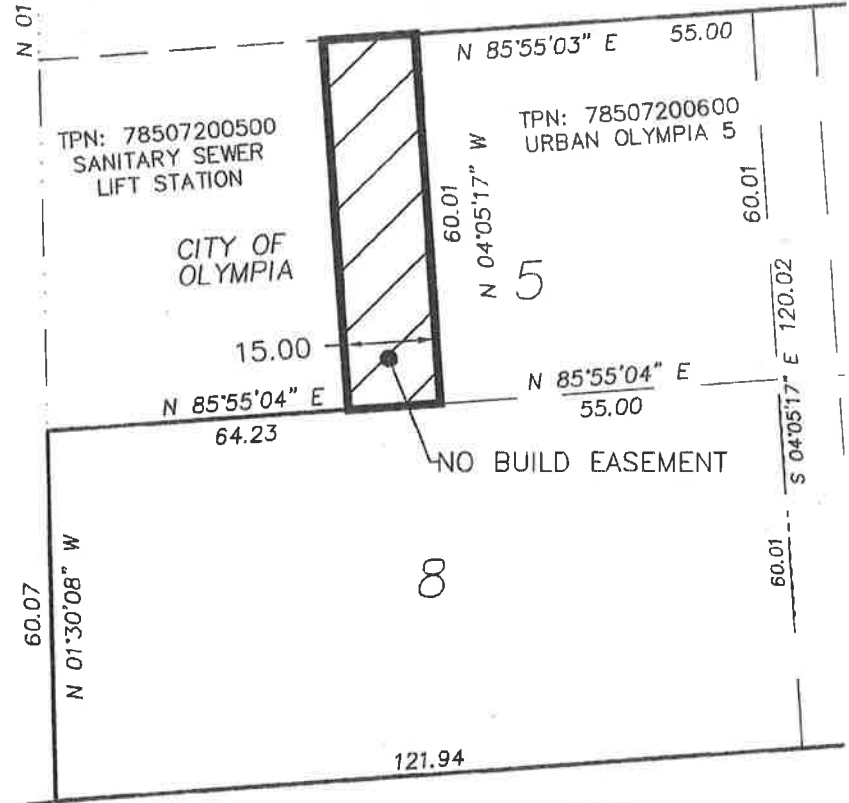
THE WEST 15.00 FEET OF THE EAST 70.00 FEET OF LOT 5 IN BLOCK 72 OF SYLVESTER'S PLAT OF OLYMPIA, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 14, BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 14, TOWNSHIP 18 NORTH, RANGE 2 WEST, W.M.,
IN THURSTON COUNTY, WASHINGTON.

CONTAINING 900 SQUARE FEET, MORE OR LESS.

Prepared By: Blair Prigge, PLS
MTN2COAST, LLC
04/17/2018



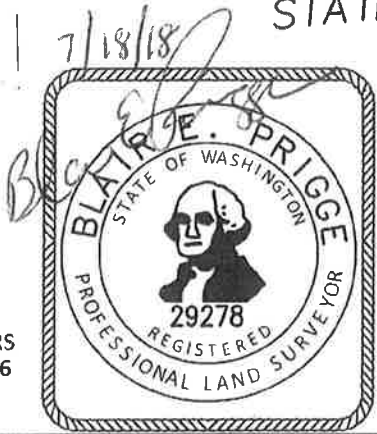
4
SYLVESTER PLAT
VOL.1 PG.14 BLK 72



BUDD INLET



STATE AVE NW
N 85°55'05" E
310.38



NW 1/4 SW 1/4, SEC 14, T18N, R2W, WM

EXHIBIT B
NO BUILD EASEMENT

MTN 2 COAST LLC
PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 90512
360.688-1949

JOB NUMBER 17-543
DATE 04/17/2018
SCALE 1"=30'



City Council

Approval of Amendment to Ordinance 7143 (Capital Budget)

Agenda Date: 7/24/2018
Agenda Item Number: 4.H
File Number: 18-0636

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

Title

Approval of Amendment to Ordinance 7143 (Capital Budget)

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the ordinance amending Ordinance 7143 on second reading.

Report

Issue:

Whether to amend Ordinance 7143 on second reading.

Staff Contact:

Bill Sampson, Accounting Services Manager, Administrative Services Department, 360.753.8473

Presenter(s):

Bill Sampson, Accounting Services Manager

Background and Analysis:

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

City Council may revise the City's operating and capital budgets 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 ordinances appropriate funds and provide authorization to expend the funds.

Ordinance 7143, quarterly budget amendment, passed on June 19, 2018, but failed to include the \$500,000 in the Capital Fund Budget. This amendment will correct the budget to include the transfer of year-end General Fund money to the Capital Improvement fund for Parks acquisition.

Neighborhood/Community Interests (if known):

None noted.

Options:

- 1) Approve ordinance amending ordinance 7143. This allows staff to acquire Parks land, and it corrects the 2018 budget.
- 2) Do not approve the amending ordinance. This would stop the acquisition of Parks land, and will cause the capital budget to be misstated.

Financial Impact:

Total increase in appropriations is \$500,000. The sources of funding for the total appropriation are available from a transfer in from the General Fund.

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. 7143.

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 following amendments need to be made to Ordinance No. 7143;

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:

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
Impact Fee Fund	\$4,045,966	-	\$1,399,813	\$2,646,153
SEPA Mitigation Fee Fund	23,800	-	23,800	-
Parks & Recreational Sidewalk, Utility Tax Fund	-	2,900,000	2,900,000	-
Real Estate Excise Tax Fund	-	1,200,000	1,200,000	-

FUND	APPROP. FUND BALANCE	ESTIMATED REVENUE	APPROP.	ADDITIONS TO FUND BALANCE
Capital Improvement Fund	-	14,123,731 <u>14,623,731</u>	14,123,731 <u>14,623,731</u>	-
Water CIP Fund	485,000	5,066,000	5,551,000	-
Sewer CIP Fund	1,215,699	741,301	1,957,000	-
Storm Water CIP Fund		2,450,726	2,450,726	-
Storm Drainage Mitigation Fund	-	-	-	-
TOTALS	\$5,770,465	\$26,481,758 \$26,981,758	\$29,606,070 \$30,106,070	\$2,646,153

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:



DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



City Council

Approval of an Ordinance Amending Building, Engineering and Land Use Fees

Agenda Date: 7/24/2018
Agenda Item Number: 4.I
File Number: 18-0690

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

Title

Approval of an Ordinance Amending Building, Engineering and Land Use Fees

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve an ordinance amending building, engineering and land use fees on first reading and forward to second reading.

Report

Issue:

Whether to approve an ordinance amending building, engineering and land use fees.

Staff Contact:

Karen Kenneson, Associate Line of Business Director, Community Planning and Development Department, 360.753.8277.

Presenter:

None - Consent Calendar item.

Background and Analysis:

Increases in building, engineering and land use fees for 2018 were approved for recommendation to Council by the Finance Committee in October, 2017, and approved by the full City Council November 14, 2017. This action is to approve an ordinance amending the fees, confirming the changes presented and approved at the November 14, 2017 Council meeting.

Neighborhood/Community Interests:

CP&D staff conducted extensive outreach to customers and the building and development community in fall/winter of 2017.

Options:

1. Approve the ordinance amending building, engineering and land use fees.

2. Do not approve the ordinance amending building, engineering and land use fees, which will reduce the amount of development fee revenue available to reimburse development related costs, which would negatively impact the General Fund.

Financial Impact:

None.

Attachments:

Ordinance

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING ENGINEERING FEES, BUILDING CODE REVIEW AND PERMIT FEES, AND LAND USE APPLICATION REVIEW FEES, AND AMENDING CHAPTERS 4.04, 4.36 AND 4.40 OF THE OLYMPIA MUNICIPAL CODE.

WHEREAS, Ordinance No. 6983 created the Development Fee Revenue Fund for the purpose of depositing revenue from fees collected for management of development which is used to reimburse costs related to the management of development, including but not limited to: personnel, equipment, consulting services, direct and indirect support and overhead, and other costs attributable to the management of development; and

WHEREAS, Resolution No. 1864 established policies for management of the target fund balance for the Development Fee Revenue Fund; and

WHEREAS, Council has established an 85% cost recovery policy for delivering development services; and

WHEREAS, Council wishes to amend fees to more accurately reflect 85% cost recovery to provide development review services;

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

Section 1. Amendment of OMC 4.04. Olympia Municipal Code Chapter 4.04 is hereby amended to read as follows:

**Chapter 4.04
ENGINEERING FEES**

4.04.000 Chapter Contents

Sections:

4.04.010 Assessment of fees.

4.04.010 Assessment of fees

A. Commencing January 1, 2014, the following fee schedule shall be in full force and effect.

Application Type

Plan Check Fees

Engineering Fee Schedule

Water Main Extension (For projects outside city limits, fees will increase by 25%) \$452.00 + \$0.50 per linear foot or part thereof

Sewer Main Extension (For projects outside city limits, fees will increase by 25%) \$452.00 + \$0.50 per linear foot or part thereof

Reclaimed Water Main or Service Extension \$452.00 + \$0.50 per linear foot or part thereof

Streets	\$452.00 + \$0.50 per linear foot or part thereof
Curb and Sidewalk	\$452.00 + \$0.50 per linear foot or part thereof
Storm On-Site	\$452.00 \$600.00 + \$37.00 per Acre Gross Parcel Area
Storm Pipe	\$452.00 + \$0.50 per linear foot or part thereof
Street Lighting (For projects outside city limits, fees will increase by 25%)	\$452.00 + \$0.50 per linear foot or part thereof
Driveway: Commercial	\$678.00 each
STEP Sewer System: Commercial	\$1,355.00 each
Sewer Pump Station	\$1,355.00 each
On-Site Community Septic System (For projects outside city limits, fees will increase by 25%)	\$1,355.00 each
Traffic Signal	\$1,355.00 each
Solid Waste Pad and/or enclosure	\$125.00 \$350.00
Landscape Plan Review	\$250.00 \$450.00
Resubmittal Fee	50% of plan review fee starting with second resubmittal after the initial application

Application Type

Permit/Inspection Fees

Single Family Residential Site -Erosion Control Inspection (up to and including 5,000 sq ft)	\$184.00 \$205.00 each
<u>Single Family Residential Erosion Control Inspection</u> (5,001 to 20,000 sq ft)	<u>\$255.00</u>
<u>Residential Subdivision and Commercial Site fee</u> <u>Erosion Control and LID Inspection (based on lot size)</u> (new building sites only)	
<u>5,001 – 20,000 sq ft</u>	<u>\$255.00</u>
<u>20,001 – 40,000 sq ft</u>	<u>\$355.00</u>
<u>40,001 – 220,000 sq ft</u>	<u>\$455.00</u>
<u>Over 220,000 sq ft</u>	<u>\$575.00</u>

*Note: Subdivision is based on total subdivision until all improvements are accepted by the City, then individual lot fees apply if a permit is being issued for work that disturbs ground or requires LID

Streets and/or Alleys	\$2.30 per linear foot or part thereof
Curb and/or Walk	\$2.30 per linear foot or part thereof
Street lighting (For projects outside city limits, fees will increase by 25%)	\$1.60 per linear foot or part thereof
Driveways: Residential	\$158.00 each
Driveways: Commercial	\$788.00 each
Sanitary Sewer Main (For projects outside city limits, fees will increase by 25%)	\$3.10 per linear foot or part thereof plus \$1.00 per linear foot for Television Inspection
STEP Sewer System: Residential (For projects outside city limits, fees will increase by 25%)	\$509.00 each
STEP Sewer System: Commercial (For projects outside city limits, fees will increase by 25%)	\$1,019.00 each
Sewer Pump Station	\$1,019.00 each
On-Site Community Septic System (For projects outside city limits, fees will increase by 25%)	\$1,019.00 each
Sewer Lateral Connection at Main	\$368.00 each
Sewer Lateral Connection on Property	\$147.00 each
Storm Sewer Main	\$3.10 per linear foot or part thereof plus \$1.00 per linear foot for Television Inspection
Storm On-Site System	\$677.00 each
Water Main (For projects outside city limits, fees will increase by 25%)	\$3.10 per linear foot or part thereof
Water Connection (New)	\$200.00 each
Water Purity Sampling Test (Collected for second and subsequent tests for the same system)	Actual Costs to be Assessed
Water Main Shutdown (collected for second or subsequent request for the same system)	Actual Costs to be Assessed
Reclaimed Water Main or Service Connection	\$3.10 per linear foot or part thereof
Reclaimed Water Connection (new)	\$200.00 each
Reclaimed Water Sampling Test (Collected for second and subsequent tests for the same system)	Actual Costs to be Assessed

Reclaimed Water Main or Service Connection Shutdown (collected for second or subsequent request for the same system)	Actual Costs to be Assessed
Traffic Signal	\$1,575.00 each
Solid Waste Pad and/or enclosure	\$250.00
Landscape	\$375.00
Bicycle Parking	\$125.00
Paving of Parking Lots (including re-paving)	\$0.06 per square foot or part thereof
Right-of-Way Obstruction Permit (No Traffic Control Plan Required)	\$184.00 each
Right-of-Way Obstruction Permit	\$562.00 each
Right-of-Way Obstruction Permit (Traffic Control Plan Required, and on-site signage, cones, or flaggers needed)	
Right-of-Way Excavation/Restoration (Completion Bond Required before Issuance of a Permit equal to 125% value of the work)	\$184.00 each
Right-of-Way Vacation Request	\$1,943.00 each
Latecomer Reimbursement Contract	\$1,943.00 + 5% Administrative Fee (based on total cost of the contract)
UGA City Utility Availability Authorization	\$175.00 each
Long Term Right-of-Way Use Authorization for Open Right-of-Way Use per Year	\$420.00 per year
Street Closure Permit for Temporary Moving of Structures or Equipment	\$850.00 each
Recording Fees for Annexation Agreements, Bills of Sale, Easements, Deeds	\$80.00
Recording Fees for Stormwater Maintenance Agreements	\$115.00
Private Utilities	
Private Utility (power, natural overhead, gas, telecommunications, CATV) (New development of systems):	New Short Plat – (2-9 Lots) Plan Check: \$158.00 Permit Fees: \$26.00
	New Long Plat – (10-25 Lots) Plan Check: \$315.00

Permit Fees: \$53.00 + \$0.20 per linear foot or part thereof

New Long Plat – (26+ Lots)

Plan Check: \$525.00

Permit Fees: \$79.00 + \$0.20 per linear foot or part thereof

New Commercial:

Plan Check: \$315.00

Permit Fees: \$53.00

New R-O-W Utilities (New or Extension)

Plan Check: \$263.00 + \$0.9 per linear foot or part thereof

Permit Fees: \$26.00

Repair/Replace Existing

Plan Check: \$0.00

Permit Fees: \$26.00 + \$0.10 per linear foot or part thereof

New/Replace Pole: \$26.00 per Each

Resubmittal fees starting with second resubmittal after the initial application

50% plan check fees

Tree Protections and Replacement Ordinance Fee Schedule

Tree Plan Review for New Commercial Development	\$1,575.00 each
Tree Plan Review for New Multi-family Residential Development	\$1,575.00 each
Tree Plan Review for New Subdivisions - 9 lots and less	\$525.00 each
Tree Plan Review for New Subdivisions - 10 lots and more	\$1,575.00 + \$26.00 per lot
Tree Plan Field Inspection for New Commercial Development	\$1,575.00 each
Tree Plan Field Inspection for New Multi-family Residential Development	\$1,575.00 each
Tree Plan Field Inspection for New Subdivisions - 9 lots and less	\$525.00 each
Tree Plan Review for New Subdivisions - 10 lots and more	\$1,575.00 + \$26.00 per lot
Tree Plan Review for Tree Trimming by Private Utility	\$210.00 + \$0.10 per linear foot, or part thereof, of project
Tree Plan Field Inspection for Tree Trimming by Private Utility	\$210.00 + \$0.10 per linear foot, or part thereof, of project

Tree Conversion Option Harvest

\$150.00 per acre, or part thereof, to
\$3,000.00 maximum

Technology Fee – applicable to all permits and plan review fees 3.9% of permit/plan review fee

Section 2. Amendment of OMC 4.36. Olympia Municipal Code Chapter 4.36 is hereby amended to read as follows:

**Chapter 4.36
BUILDING CODE REVIEW AND PERMIT FEES**

4.36.000 Chapter Contents

Sections:

4.36.010 Building code review and permit fees.

4.36.020 Electrical inspection and permit fees.

4.36.010 Building code review and permit fees

A. The determination of value or valuation under any of the provisions of this code shall be made by the building official based on the valuation data established by the International Code Council under the provisions of building standards valuation data or other supporting data. The value to be used in computing the building and building plan review fees shall be the total of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and other permanent equipment. Single-family and duplex dwellings of wood frame construction having an area of more than 2,500 square feet per unit shall be valued at "good construction" rate. All others will be valued at "average construction" rate. Remodels shall be valued based on the contract price of the project or as determined by the building official.

B. Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

C. Schedule of permit fees. On buildings, structures, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required ~~with the following Table 1~~ Using the current fee schedule.

D. Plan Review Fees: When submittal documents are required a plan review fee shall be paid at the time of submitting the submittal documents for plan review. ~~Table 1-A-The current fee schedule as adopted~~ shall establish said plan review fee. The actual permit fees and related plan review fee shall be determined upon completion of the plan review and the balance owing shall be paid at the time of permit issuance.

The plan review fee shall be a separate fee from the permit fees specified in this section and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items, an additional plan review fee shall be charged at the rate shown in ~~Table 1-A~~ the current fee schedule.

E. Building permit valuations. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and any other permanent equipment. Contractor's overhead and profit is also included. The Valuation factor will be used in assessing the building permit for installation of Sign and Commercial Landscaping permits (plan review for Signs and Commercial landscaping will be 65% of the permit).

F. Investigation Fees: Work without a Permit.

1. Investigation. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.

2. Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code. The minimum investigation fee shall be the same as the minimum fee set forth in ~~Table 1-A~~ the currently adopted fee schedule. This fee is an additional, punitive fee and shall not apply to any Grading or Building Permit Fee that may subsequently be issued. Payment of the investigative fee does not vest the illegal work with any legitimacy, nor does it establish any right to a Permit for continued development of that project. If the work done remains illegal for 90 days after service of the Stop Work Order, it shall be considered hazardous and shall be abated per the Olympia Municipal Code.

3. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

G. Fee Refunds.

The building official may authorize the refunding of:

1. 100% of any fee erroneously paid or collected.
2. Up to 80% of the permit fee paid when no work has been done under a permit issued in accordance with this code.

3. Up to 80% of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

H. Fee Exempt Permits:

1. Agricultural/deer fences up to eight (8) feet tall

FEE TABLE NO. 1-A-- BUILDING PERMIT FEES

Building Permit Fees (based on valuation)

Total Valuation	Fee
\$1.00 to \$500.00	\$90.00 <u>\$105.00</u>
\$501.00 to \$2,000.00	\$90.00 <u>\$105.00</u> for the first \$500.00 plus \$5.30 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$168.90 <u>\$184.50</u> for the first \$2,000.00 plus \$16.80 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$555.30 <u>\$570.90</u> for the first \$25,000.00 plus \$12.71 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$873.05 <u>\$888.65</u> for the first \$50,000.00 plus \$9.45 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,345.55 <u>\$1,361.15</u> for the first \$100,000.00 plus \$7.98 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$4,537.55 <u>\$4,553.15</u> for the first \$500,000.00 plus \$7.09 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$8,082.55 <u>\$8,098.15</u> for the first \$1,000,000.00 plus \$5.93 for each additional \$1,000.00 or fraction thereof

Other Building Inspections and Fees

Inspections outside of normal business hours	\$125.00 per hour* (minimum charge - two hours)
Reinspection fees	\$125.00 per hour*
Inspections for which no fee is specifically indicated	\$125.00 per hour* (minimum charge - one-half hour)
Additional plan review required by changes, additions or revisions to approved plans	\$125.00 per hour* (minimum charge - one-half hour)
For use of outside consultants for plan checking and inspections, or both	Actual Costs*
Certificate of occupancy inspection not related to building permit and as required by Section 110	\$125.00 per hour* (minimum 2 hours)
Inspections requested on expired permits	\$125.00 per hour* (minimum charge - two hours)
Additional inspectors required on expired permits	\$125.00 per hour* (minimum charge - one hour)

* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

** Including administrative and overhead costs.

<u>For Stop Work issued (work being done without a permit)</u>	<u>\$175 per hour (minimum charge – one hour)</u>
<u>State of Washington State Building Code Council charges</u>	<u>\$4.50 on every building permit issued</u>
<u>Temporary Certificate of Occupancy (TCO)</u>	<u>\$225.00 application filing fee (nonrefundable)</u>
Building Plan Review Fees	
SF Plan Review	6568% of building permit fee
Tree removal permit	\$25.00 per tree up to \$250.00 total
Commercial Review	6568% of building permit fee
Addition/remodel SF, duplex	6568% of building permit fee
<u>Sign Review Fee</u>	<u>65% of building plan review fees \$35.00</u>

Mobile/Manufactured Housing or Commercial Permit Fees

*Temporary use (single wide)	\$150.00
*Temporary use (double wide)	\$175.00

Permanent use (single wide)	\$200.00
Permanent use (double wide)	\$225.00
Permanent use (triple wide)	\$250.00
Add-a-room (pre-manufactured addition)	\$150.00
*Temporary commercial use (single)	\$200.00
Permanent commercial use (double)	\$225.00
Permanent commercial use (triple)	\$250.00

Plan check fee of 65% of permit fee will be required for commercial use only.

*Temporary use is considered 180 unless otherwise approved through written request

Demolition Permit Fees

<u>Buildings less than 3,000 sq ft</u>	<u>\$55.00</u>
<u>Buildings between 3,001 and 5,000 sq ft</u>	<u>\$100.00</u>
<u>Buildings between 5,001 and 10,000 sq ft</u>	<u>\$150.00</u>
<u>Buildings greater than 10,000 sq ft</u>	<u>\$200.00</u>

Technology Fee – applicable to all permits and 3.9% of permit/plan review plan review fees

Electrical Permit and Inspection Fees

See OMC 4.36.020.

Mechanical Permit Fees (plus applicable unit fees)

Permit Issuance Fee

For the issuance of each permit ~~\$90.00~~ \$105.00

Single Family Residential (flat fee no permit issuance fee) ~~\$225.00~~

New SFR Mechanical Heating system including ducts and vents attached thereto (first unit, up to and including 2,500 sq ft) \$245.00

Additional Unit/s and/or associated ducts and vents attached thereto (over 2,500 sq ft) \$280.00

Unit Fee Schedule

Note: The following does not include permit issuance fee.

Furnaces

For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance ~~\$35.00~~\$55.00

Appliance Vents

For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit \$35.00

Repairs or Additions

For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code ~~\$35.00~~\$55.00

Boilers, Compressors and Absorption Systems

For the installation or relocation of each boiler or compressor \$95.00

Air Handlers

For each air-handling unit to and including 10,000 cubic feet per minute (4,720 L/s), including ducts attached thereto ~~\$35.00~~\$55.00

Note: This fee does not apply to an air-handling unit which is a portion of a factory assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.

For each air-handling unit exceeding 10,000 cubic feet per minute (4,720 L/s) ~~\$35.00~~\$55.00

Evaporative Coolers

For each evaporative cooler other than portable type ~~\$35.00~~\$55.00

Ventilation and Exhaust

For each ventilation fan connected to a single duct \$35.00

For each ventilation system which is not a portion of heating or air conditioning system authorized by a permit \$35.00

For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood \$35.00

Wood or Gas Stove Insert including vent \$65.00

Incinerators \$125.00

Miscellaneous

For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the code \$35.00

Permit fees for fuel-gas piping shall be as follows:

~~For each gas piping system~~ Single gas pipe repair or connection including flexible connector for up to the first 5 connections \$35.00

Multiple gas pipe repair or connections including flexible gas connectors for 6 or more connections, additional fee of \$2.50 ea

Other Inspections and Fees

Inspections outside of normal business hours, *per hour (minimum charge - two hours) \$175.00*

Reinspection fees \$125.00 \$175.00*

Inspection for which no fee is specifically indicated, per hour (minimum charge - one-half hour) \$125.00 \$175.00*

Additional plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed (minimum charge - one-half hour) \$125.00 \$175.00*

For use of outside consultants for plan checking and inspections, or both. Actual Cost

For Stop Work issued (work being done without a permit) \$175 per hour (minimum charge – one hour)

* Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Plumbing Permit Fees

Permit Issuance

For issuing each permit \$90.00 \$105.00

Single Family Residential (flat fee no permit issuance fee) \$225.00

<u>New SFR Plumbing system (up to 3 bathrooms, one kitchen, over 3/1 use unit schedule for additional fixtures)</u>	<u>\$245.00</u>
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Swimming Pools*

For each <u>in-ground swimming pool or spa</u>	<u>\$125.00 (fencing requirements apply)</u>
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<u>For each above ground swimming pool over 5000 gallons</u>	<u>\$62.50 (fencing requirements apply)</u>
--	---

*All pools over 24 inches in depth require approved fencing

Plumbing Permits for New Single Family Residential	\$225.00
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Unit Fee Schedule

Note: The following ~~does not include~~ requires a permit issuance fee in addition to unit fees

For each gas piping system <u>Gas Piping System</u>	\$35.00
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<u>Single gas pipe repair or connection including flexible gas connector for up to the first 5 connections</u>	<u>\$35.00</u>
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<u>Multiple gas pipe repair or connections including flexible gas connectors for 6 or more connections, additional fee of</u>	<u>\$2.50 ea</u>
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For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection)	\$10.50 <u>\$15.00</u>
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For each building sewer and each trailer park sewer	\$25.00 <u>\$35.00</u>
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Rainwater systems - per drain (inside building)	\$10.00
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For each private sewage disposal system/grinder pump <u>(when allowed)</u>	\$75.00
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For each water heater and/or vent	\$14.00 <u>\$25.00</u>
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For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture trap	\$21.00
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For each installation, alteration or repair of water piping and/or water treating equipment, each	\$5.25 <u>\$20.00</u>
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For each repair or alteration of drainage or vent piping, each fixture	\$5.25 <u>\$20.00</u>
--	----------------------------------

For each lawn sprinkler system on any one meter including backflow protection devices therefor	\$35.00
--	---------

For atmospheric-type vacuum breakers not included in lawn sprinkler system	\$35.00
--	---------

Other Inspections and Fees

Inspections outside of normal business hours, per hour (minimum charge - two hours)	\$125.00*
Reinspection fees	\$125.00*
Inspection for which no fee is specifically indicated	\$125.00*
Additional plan review required by changes, additions or revisions to approved plans, per hour (minimum charge - one hour)	\$125.00 <u>\$175.00*</u>
<u>For the use of outside consultants for plan checking and/or inspections</u>	<u>*Actual Costs</u>
<u>For Stop Work being issued (work being done without permit)</u>	<u>\$175.00</u>

* Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Grading Plan Permit Fees \$250.00 base fee plus \$.01 per cubic yard

Other Inspections and Fees

Inspections outside of normal business hours, per hour (minimum charge - two hours)	\$125.00 <u>\$175.00*</u>
Reinspection fees	\$125.00 <u>\$175.00*</u>
Inspection for which no fee is specifically indicated, per hour (minimum charge one-half hour)	\$125.00 <u>\$175.00*</u>

*Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Grading Plan Review Fees 65% of the permit fee

Other Fees

Additional plan review required by changes, additions or revisions to approved plans, per hour (minimum charge - one-half hour)	\$125.00 <u>\$175.00*</u>
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* Or the total hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

4.36.020 Electrical inspection and permit fees

(Plus permit issuance fee.) Fees are in addition to other plumbing and building fees listed herein except as specified in SFR fee for plumbing and mechanical. To calculate the inspection fees, the amperage is based on the conductor ampacity or the overcurrent device rating. The inspection fees shall be calculated from Sections I through V below. However, the total fee shall not be less than the number of progress inspection (one-half hour) units times the progress inspection fee rate from Section G-PROGRESS INSPECTIONS, below.

A. RESIDENTIAL

- 1. Single and 2-family residential (New Construction).

Notes:

[1] Square footage is the area included within the surrounding exterior walls of a building exclusive of any interior courts. (This includes any floor area in an attached garage, basement, or unfinished living space.)

[2] "Inspected with the service" means that a separate service inspection fee is included on the same electrical work permit and

[3] "Inspected at the same time" means all wiring is to be ready for inspection during the initial inspection trip.

[4] An "outbuilding" is a structure that serves a direct accessory function to the residence, such as a pump house or storage building. Outbuilding does not include buildings used for commercial type occupancies or additional dwelling occupancies.

a. First 1300 sq. ft. or less	\$88.00
Each additional 500 sq. ft. or portion thereof	\$28.00
b. Each outbuilding or detached garage - inspected at the same time as a dwelling unit on the property	\$38.00
c. Each outbuilding or detached garage - inspected separately	\$75.00
d. Each swimming pool - inspected with the service	\$58.00
e. Each swimming pool - inspected separately	\$88.00
f. Each hot tub, spa, or sauna - inspected with the service	\$38.00
g. Each hot tub, spa, or sauna - inspected separately	\$75.00
h. Each septic pumping system - inspected with the service	\$38.00
i. Each septic pumping system - inspected separately	\$58.00

- 2. Multifamily residential and miscellaneous residential structures, services and feeders (New Construction)

- a. Each service and/or feeder

Ampacity	Service/Feeder	Additional Feeder
0 to 200	\$95.00	\$30.00
201 to 400	\$120.00	\$58.00

Ampacity	Service/Feeder	Additional Feeder
401 to 600	\$162.00	\$80.00
601 to 800	\$205.00	\$110.00
801 and over	\$295.00	\$220.00

3. Single or multifamily altered services or feeders including circuits

a. Each altered service and/or altered feeder

Ampacity	Service/Feeder
0 to 200	\$80.00
201 to 600	\$120.00
601 and over	\$177.00

- b. Maintenance or repair of a meter or mast (no alterations to the service or feeder) \$50.00

4. Single or multifamily residential circuits only (no service inspection).

Note: Altered or added circuit fees are calculated per panel board. Total cost of the alterations in an individual panel should not exceed the cost of a complete altered service or feeder of the same rating, as shown in Section A-RESIDENTIAL, table (3) (a), above.

- a. 1 to 4 circuits (see note above) \$75.00
- b. Each additional circuit (see note above) \$7.00

5. Mobile homes, modular homes, mobile home parks, and RV parks

- a. Mobile home or modular home service or feeder only \$75.00
- b. Mobile home service and feeder - inspected at the same time \$95.00

6. Mobile home park sites and RV park sites

Note: For master service installations, see Section II-Commercial / Industrial

- a. First site service or site feeder \$75.00

- b. Each additional site service, or additional site feeder - inspected at the same time as the first service or feeder \$38.00

B. COMMERCIAL/INDUSTRIAL

- 1. New service or feeder, and additional new feeders inspected at the same time (includes circuits).

Note: For large COMMERCIAL / INDUSTRIAL projects that include multiple feeders, "inspected at the same time" can be interpreted to include additional inspection trips for a single project. The additional inspections must be for electrical work specified on the permit at the time of purchase. The permit fee for such projects shall be calculated from the table (1)(a), below. However, the total fee must not be less than the number of progress inspection (1/2 hour) units times the progress inspection fee rate from Section G-PROGRESS INSPECTIONS, below.

- a. Service/feeders

Ampacity	Service / Feeder	Additional Feeder
0 to 100	\$95.00	\$58.00
101 to 200	\$115.00	\$77.00
201 to 400	\$220.00	\$88.00
401 to 600	\$258.00	\$105.00
601 to 800	\$335.00	\$140.00
801 to 1000	\$405.00	\$170.00
1001 and over	\$445.00	\$238.00

- 2. Altered services or feeders (no circuits).

- a. Service/feeders

Ampacity	Service or Feeder
0 to 200	\$95.00
201 to 600	\$220.00
601 to 1000	\$335.00
1001 and over	\$370.00

- b. Maintenance or repair of a meter or mast (no alterations to the service or feeder) \$80.00

3. Circuits only.

Note: Altered/added circuit fees are calculated per panel board. Total cost of the alterations in a panel (or panels) should not exceed the cost of a new feeder (or feeders) of the same rating, as shown in Section B -COMMERCIAL / INDUSTRIAL, from table (1) (a) above.

a.	First 5 circuits per branch circuit panel	\$80.00
b.	Each additional circuit per branch circuit panel	\$7.00
4.	Over 600 volts surcharge per permit.	\$75.00

C. TEMPORARY SERVICE(S)

Notes:

[1] See WAC 296-46B-590 for information about temporary installations.

[2] Temporary stage or concert inspections requested outside of normal business hours will be subject to the portal-to-portal hourly fees in Section I-OTHER INSPECTIONS. The fee for such after-hours inspections shall be the greater of the fee from this subsection or the portal-to-portal fee.

1. Temporary Services, temporary stage or concert productions.

Ampacity	Service or Feeder	Additional Feeder
0 to 60	\$55.00	\$28.00
61 to 100	\$65.00	\$30.00
101 to 200	\$75.00	\$38.00
201 to 400	\$88.00	\$45.00
401 to 600	\$120.00	\$60.00
601 and over	\$135.00	\$68.00

D. MISCELLANEOUS - Commercial/Industrial and Residential.

1. **Low-voltage thermostats controlling a single piece of utilization equipment.**

a.	First thermostat - other than R-3 Occupancies	\$45.00
b.	Each additional thermostat inspected at the same time as the first other than R-3 Occupancies	\$15.00

2. **Low-voltage systems and telecommunications systems.**

Note: Includes all telecommunications installations, fire alarm and burglar alarm, nurse call, intercom, security systems, energy management control systems, HVAC/refrigeration control systems (other than thermostats above), industrial and automation control systems, lighting control systems, stand-alone sound systems, public address, and similar low-energy circuits and equipment.

- a. First 2500 sq. ft. or less -- other than R-3 Occupancies \$75.00
- b. Each additional 2500 sq. ft. or portion thereof -- other than R-3 Occupancies \$15.00

3. Signs and outline lighting.

- a. First sign (no service included) \$55.00
- b. Each additional sign inspected at the same time, on the same building or structure \$20.00

4. Berth at a marina or dock.

Note: 5 berths or more shall be permitted to have the inspection fees based on appropriate service and feeder fees from Section B-COMMERCIAL / INDUSTRIAL, table (1)(a), above.

- a. Berth at a marina or dock \$75.00
- b. Each additional berth inspected at the same time \$38.00

5. Yard pole, pedestal, or other meter loops only.

- a. Yard pole, pedestal, or other meter loops only \$75.00
- b. Meters installed remote from the service equipment - Inspected at the same time as a service, temporary service or other installations \$15.00

6. Emergency inspections requested outside of normal working hours.

- a. Regular fee plus a surcharge of: \$110.00

7. Generators.

Note: For permanently installed generators, refer to the appropriate residential or commercial new service or feeder section

- a. Portable generators - Permanently installed transfer equipment for portable generators \$82.00

8. Electrical annual permit fee.

Note: See WAC 296-46B-900 (14)

- a. For commercial/industrial location employing full-time electrical maintenance staff or having a yearly maintenance contract with a licensed electrical contractor. Note, all yearly maintenance contracts must detail the number of contractor electricians necessary to complete the work required under the contract. This number will be used as a basis for calculating the appropriate fee. Each inspection is based on a 2- hour maximum.

	Inspections	Fee
1 to 3 plant electricians	12	\$2,100.00
4 to 6 plant electricians	24	\$4,200.00
7 to 12 plant electricians	36	\$6,300.00
13 to 25 plant electricians	52	\$8,400.00
More than 25 plant electricians	52	\$10,500.00

9. Permit requiring ditch cover inspection only.

- a. Each 1/2 hour, or portion thereof \$50.00

E. CARNIVAL INSPECTIONS.

1. First carnival field inspection each calendar year.

- a. Each ride and generator truck \$22.00
- b. Each remote distribution equipment, concession, or gaming show \$8.00
- c. If the calculated fee for first carnival field inspection above is less than \$110.00, the minimum inspection fee shall be: \$110.00

2. Subsequent carnival inspections.

- a. First 10 rides, concessions, generators, remote distribution equipment, or gaming shows \$110.00
- b. Each additional ride, concession, generator, remote distribution equipment, or gaming show \$8.00

3. Concession(s) or ride(s) not part of a carnival.

- a. First field inspection each year of a single concession or ride, not part of a carnival \$73.00
- b. Subsequent inspection of a single concession or ride, not part of a carnival \$48.10

F. TRIP FEES.

- 1. Requests by property owners to inspect existing installations. (This fee includes a maximum of 1 hour of inspection time. All inspection time exceeding 1 hour will be charged at the rate for progressive inspections.) \$95.00
- 2. Submitter notifies the department that work is ready for inspection when it is not ready. \$95.00
- 3. Additional inspection required because submitter has provided the wrong address or incomplete, improper or illegible directions for the site of inspection. \$95.00

- 4. More than 1 additional inspection required to inspect corrections; or for repeated neglect, carelessness, or improperly installed electrical work. \$95.00
- 5. Each trip necessary to remove a noncompliance notice. \$95.00
- 6. Installations that are covered or concealed before inspection. \$95.00

G. PROGRESS INSPECTIONS.

Note: The fees calculated in Sections A through E shall apply to all electrical work. This section will be applied to a permit where the permit holder has requested additional inspections beyond the number supported by the permit fee calculated at the rate in Sections A through E.

- 1. On partial or progress inspections, each one-half hour \$50.00

H. PLAN REVIEW FEE.

- 1. Fee is ~~65%~~ 68% of the electrical work permit fee including a plan review submission fee of: \$75.00
- 2. Supplemental submissions of plans per hour or fraction of an hour of review time \$88.00
- 3. Plan review shipping and handling fee \$ Actual Shipping Cost

I. OTHER INSPECTIONS.

- 1. Inspections not covered by above inspection fees must be charged portal-to-portal per hour. \$175.00

J. REFUND PROCESSING FEE.

- 1. All requests for permit fee refunds will be assessed a processing fee equal to 20% of the original permit fee.

Section 3. Amendment of OMC 4.40.010. Olympia Municipal Code 4.40.010 is hereby amended to read as follows:

4.40.010 Land use application review fees

A. Commencing January 1, 2013, the following fee schedule shall be in full force and effect.

Certifications and Appealable Letters	Land Use and Planning Applications¹
Independent Confirmation of Critical Areas Report	\$520 <u>\$650</u> plus any consultant costs
Wetland Report prepared by City staff	\$800 plus any consultant costs
Zoning, Occupancy Status, Flood Hazard, and other staff confirmations	\$100 <u>\$200</u>

Staff-Researched Letter, Shoreline Permit Exemption, Discretionary Time Extension, or Appealable Opinion ²	\$360 plus any consultant costs
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Actions Independent of Development Review

Presubmission Conference	\$240
SEPA Review (only)	\$480
Variance (staff level)	\$240 \$300
Variance and/or Reasonable Use Exception (by Examiner)	\$480 + \$1,000 Hearing Examiner deposit ⁵

Code and Plan Amendments

Comprehensive Plan Amendment (post-screening without rezone)	\$240 \$320
Shoreline Program	\$3,200
Original Master Plan (Villages & Centers) (See OMC Chapter 18.05)	\$3,200 + \$ 140 per acre or part thereof + \$2,500 Hearing Examiner deposit ⁵
Master Plan Revision	\$1,600 + \$1,500 Hearing Examiner deposit ⁵
Development Agreement	\$3,200 + \$2,000 Hearing Examiner deposit if referred to examiner ⁵
Zoning and Development Code Maps or Text	\$3,200 + if a site-specific rezone, a \$1,500 Hearing Examiner deposit ⁵

Annexations

Notice of Intent to Annex	\$320
Petition to Annex	\$2,880

Temporary Uses

Temporary Use Permit for three or less consecutive days	\$50
Temporary Uses for four or more consecutive days	\$200

Subdivision Actions

Lot Consolidation	\$360
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Boundary Line Adjustment	\$320 plus \$160 per boundary line
Preliminary Short or Large-Lot Plat	\$600 + \$ 300 per lot
Final Short or Large-lot Plat	\$600
Preliminary Full (ten or more lots) Plat	\$ 3,600+ \$ 600 per acre, or part thereof + \$2,500 Hearing Examiner deposit ⁵
Final Full (ten or more lots) Plat ³	\$2,600
Binding Site Plan	Any land use review fee; plus sum equivalent to platting fee - latter reduced by 1/2 if concurrent with initial development
Improvements deferral review by Examiner (OMC 17.44.020(E))	\$1,800+ \$2,000 Hearing Examiner deposit ⁵

Land Use (Site Plan) Review³

No new structure to 5,000 square feet new gross floor area	\$2,600
5,001 to 8,000 square feet of new gross floor area	\$4,700
8,001 to 16,000 square feet of new gross floor area	\$6,800
16,000 to 24,000 square feet of new gross floor area	\$9,200
24,001 or more square feet of new gross floor area	\$11,500
Wireless Communication Facility	\$3,700, plus any consultant costs of City

Supplemental Actions

Traffic modeling or distribution by City staff	No charge, except any consultant fees
Additional SEPA Review (WAC 197-11-335)	No charge, except any consultant fees
Environmental Impact Statement	\$3,200+ preparation at contract rate to be determined
Design Concept Review --Board Level	\$900
Design Details Review-- Board Level	\$900
Design Review--Staff Level	\$240

Sign (Design) Review	\$55 per sign to \$330 maximum per occupancy
Examiner Review--Project Subject to SEPA	\$1,200 + \$2,000 Hearing Examiner deposit ⁵
Wireless Communication Facility -- Subject to SEPA	\$4,600+ \$2,000 Hearing Examiner deposit ⁵ plus any consultant costs of City
Examiner Review--Project SEPA Exempt	\$900 + \$750 Hearing Examiner deposit ⁵
Wireless Communication Facility -- SEPA Exempt	\$3,700 + \$750 Hearing Examiner deposit ⁵ plus any consultant costs of City
Modification of an approved application	50% of standard fee plus any Examiner deposit
Consolidated Review (RCW 36.70B.120) ⁴	\$5,000
Impact Fee Appeal to Examiner	\$1,000 + \$500 Hearing Examiner deposit ⁵
Other Appeal to Examiner	\$1,000
Appeals to Council (only if authorized)	\$500
Request for Reconsideration or Clarification by Examiner (OMC 18.75.060 and 070)	\$240 + \$500 Hearing Examiner deposit ⁵
Historic Rehabilitation Tax Exemption	
Commercial	\$880
Residential	\$260
<u>Technology Fee – applicable to all planning applications</u>	<u>\$3.9% of planning fee</u>

NOTES:

1. Additional fees may be applicable, including tree plan and engineering fees.
2. Staff certification or researched letter fees, and need for third-party consultation are at the discretion of the Planning Manager.
3. There is no extra charge for Planned Residential Development Approval.
4. The Consolidated Review Fee is an additional fee that applies to requests to merge review of preliminary development applications with construction permit applications, such as land use review and engineering permits.
5. Where Examiner deposit is required, applicant is responsible and required to pay actual Hearing Examiner costs, which may be higher or lower than the deposit amount.

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 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

Public Hearing on an Ordinance for Emergency Housing Facilities Hosted by Faith-Based Organizations, Not-for-Profit Organizations or Units of Government

Agenda Date: 7/24/2018
Agenda Item Number: 5.A
File Number: 18-0345

Type: public hearing **Version:** 2 **Status:** Public Hearing

Title

Public Hearing on an Ordinance for Emergency Housing Facilities Hosted by Faith-Based Organizations, Not-for-Profit Organizations or Units of Government

Recommended Action

Committee Recommendation:

The Land Use and Environment Committee considered the proposed amendments to the City's Temporary Encampment regulations on May 17, 2018 and unanimously recommended that City Council move forward with amendments to the Temporary Encampment Regulations as proposed by staff on an emergency basis. The City Council approved the attached ordinance as an emergency ordinance on June 5, 2018. State law requires that the City hold a public hearing with 60 days of adoption of an emergency ordinance.

City Manager Recommendation:

Hold a public hearing as required by law on an ordinance amending the City's Temporary Encampment Regulations as proposed by staff on an emergency basis.

Report

Issue:

Hold a public hearing on the Ordinance for Emergency Housing Facilities Hosted by Faith-Based Organizations, Not-for-Profit Organizations or Units of Government adopted on June 5, 2018.

Staff Contact:

Keith Stahley, Director Community Planning and Development Director 360.753.8227

Presenter(s):

Colin DeForrest, Homeless Response Coordinator
Keith Stahley, Director Community Planning and Development Director

Background and Analysis:

The City of Olympia adopted its first Temporary Encampment Regulations in 2008. These

regulations were adopted largely as a response to Camp Quixote's occupation of City-owned property in downtown. These regulations were amended in 2011 to provide for a permanent encampment on County-owned property in Mottman Industrial Park known as Quixote Village. A single temporary encampment hosted by a faith-based organization was also allowed, however, no temporary encampments have been hosted by faith-based organizations since Quixote Village was established.

Emergency Housing Facilities in the form of tiny house villages are now a commonly accepted practice for responding to homelessness with emergency and transitional housing. Both the City of Seattle and the City of Eugene have seen multiple emergency housing facilities established in the past three years. See the attached White Paper for more information about this type of Emergency Housing.

The City of Olympia's existing Temporary Homeless Encampment (THE) regulations are very limiting when it comes to these types of facilities. They only allow one facility on County property and one additional facility that can move from church site to church site in the entire City. Based on the number of unsheltered people living in and around Olympia there appears to be a need for multiple facilities.

Proposed Amendments:

- Change the name of the regulations to Emergency Housing Facility Regulations
- Eliminate the differentiation between types of Emergency Housing Facilities
- Increase the number of Emergency Housing Facilities Allowed
- Allow THEs to be operated by or hosted on faith based, not-for-profit organizations and governmental entities
- Reduce barriers for clients
- Reduce barriers for host organizations

Process

Staff proposes moving this forward and adopting these regulations as interim or emergency regulations. This would allow the regulations to go into effect immediately. City Council must then hold a public hearing within 60 days with the intention of adopting permanent regulations within six months. Permanent regulations will be considered by the Planning Commission in the fall and a recommendation from them will be forwarded to City Council for their consideration prior to December 5, 2018.

Staff is actively working with religious institutions to create opportunities for siting emergency housing facilities on their property. Having regulations in place that allow for the creation of emergency housing facilities would help to facilitate these conversations.

The Land Use and Environment Committee discussed using the emergency ordinance as a way to address the immediate need for additional housing options while allowing time to thoroughly consider how to address issues of safety in and around emergency housing facilities. Staff will involve interested parties and potential stakeholders in discussions around permanent regulations.

Just Housing Comments

Two documents from Just Housing are attached, which provide Just Housing's feedback and perspective on the proposed amendments. Two of their most significant concerns center on the requirement for criminal background screening and they would like to see the ordinance amended to allow not-for-profit organizations to host encampments.

Emergency Ordinance

RCW 35A.13.190 provides that no ordinance shall take effect until five days after the date of publication unless otherwise provided by statute or charter, except that an ordinance designated as a public emergency ordinance for the protection of public health, public safety, public property or the public peace, may be made effective upon adoption. Such an ordinance requires the vote of one more than the majority of the whole membership of the Council. (A majority plus one.)

Neighborhood/Community Interests:

Homelessness is an issue that affects the entire City.

Options:

1. Hold a public hearing as required by law and allow the emergency regulations to remain in place until replaced by permanent regulations by December 5, 2018.
2. Do not hold a public hearing and the emergency ordinance will expire and the regulations in effect prior to the emergency ordinance will remain in effect.

Financial Impact:

None at this point; however, the City may be asked to play a role in managing these facilities and in providing ongoing support services.

Attachments:

1. Ordinance
2. White Paper with links to additional information about approaches to temporary homeless encampments followed in other communities
3. Suggested revisions from representatives of Just Housing

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, FACILITATING THE ESTABLISHMENT AND SELF MANAGEMENT OF EMERGENCY HOUSING FACILITIES PROVIDED BY FAITH-BASED ORGANIZATIONS, NOT-FOR-PROFIT ORGANIZATIONS, OR UNITS OF GOVERNMENT BY AMENDING OMC CHAPTER 18.50, DECLARING AN EMERGENCY SO THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION, REFERRING THE AMENDMENTS TO THE OLYMPIA PLANNING COMMISSION, AND PROVIDING FOR A PUBLIC HEARING WITHIN SIXTY (60) DAYS

WHEREAS, the City of Olympia recognizes the unique role and rights of faith-based organizations under the United States Constitution; and

WHEREAS, Olympia Municipal Code (OMC) Chapter 18.50 allows for temporary Emergency Housing Facilities hosted by a faith-based organization which provides temporary housing to homeless persons, subject to certain criteria and requirements; and

WHEREAS, OMC 18.50.020 defines a "Host Agency" for an Emergency Housing Facility as a faith-based organization which owns or has an ownership interest in the property that is the subject of an application for an Emergency Housing Facility Permit for providing basic services and support to temporary Emergency Housing Facility residents, such as hot meals and coordination of other needed donations and services; and

WHEREAS, a Host Agency may request a permit for an encampment of up to forty (40) residents; and

WHEREAS, the existing provisions in OMC 18.50 provide more freedom to the Host Agency to draft safety plans according to its interests, plans, and needs; and

WHEREAS, this Ordinance allows both high barrier and low barrier camps; and

WHEREAS, this Ordinance allows a Host Agency to provide camps for families, adults, and people transitioning out of facilities; and

WHEREAS, this Ordinance may reduce harm to homeless persons and provide services to assist residents with clean and sober living; and

WHEREAS, Emergency Housing Facilities permitted under OMC Chapter 18.50 ideally should be located in areas where there is easy access to services and affordable food, either by walking or by using public transit; and

WHEREAS, the City encourages self-management of Emergency Housing Facilities and other efforts to create community among their residents; and

WHEREAS, this Ordinance removes certain restrictions on Emergency Housing Facilities, although the Host Agency is still allowed to place restrictions of their choice on the encampment; and

WHEREAS, the City Council determines it to be in the best interest of the City of Olympia to amend OMC Chapter 18.50 to more easily facilitate the establishment and self-management of Emergency Housing Facilities by faith-based organizations, not-for-profit organizations, and units of government, and to comply with RCW 35A.21.360; and

WHEREAS, the City Council also determines that this Ordinance is to immediately address a public emergency due to growing homelessness in the City of Olympia, and also finds said Ordinance is necessary for the immediate protection and preservation of public health, public safety, public property or public peace, and that this Ordinance should be made effective upon adoption; and

WHEREAS, the interim zoning regulations, as amended herein, should be referred to the Olympia Planning Commission for review and recommendation. The Olympia City Council shall hold a public hearing on these amendments to OMC Chapter 18.50 within sixty (60) days of the adoption of this Ordinance;

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

Section 1. Amendment of OMC Chapter 18.50. Olympia Municipal Code Chapter 18.50 is hereby amended to read as follows:

Chapter 18.50
HOMELESS ENCAMPMENT EMERGENCY HOUSING FACILITIES

18.50.000 Chapter Contents

Sections:

- 18.50.010 ~~Homeless Encampment~~Emergency Housing Facility
- 18.50.020 Host Agency
- 18.50.030 Sponsoring Agency
- 18.50.040 Who May Apply
- 18.50.050 Applicable Procedures
- 18.50.060 ~~Homeless Encampment~~Emergency Housing Facility - Criteria/Requirements for Approval

18.50.010 ~~Homeless Encampment~~Emergency Housing Facility

"~~Emergency Housing Facility~~Homeless Encampment" means temporary emergency homeless encampment housing that may include tents and small structures organized and managed as temporary accommodations for homeless people, and may be hosted by a faith-based religious organization, not-for-profit organization, or a unit of government ~~County Homeless Encampment which provides temporary housing to homeless persons.~~

For purposes of this section, a "not-for-profit" shall mean an organization duly incorporated in the State of Washington and recognized by the Internal Revenue Service as an IRC 501 (c)-(3) charitable organization.

18.50.020 Host Agency

~~A. — Temporary Homeless Encampment~~Emergency Housing Facilities. "Host Agency" means ~~the religious a faith-based organization, or a not-for-profit organization, or a unit of government~~ which owns or controls the property or has an ownership interest in the property that is the subject of an application for an Temporary Homeless Encampment Emergency Housing Facility Permit for providing basic services and support to temporary emergency homeless encampment Emergency Housing Facility residents, such as hot meals and coordination of other needed donations and services.

Ownership interest shall include an interest by recorded title or by fully executed lease of the subject property.

~~B. — County Homeless Encampment.~~ "Host Agency" means ~~Thurston County, which owns the property that is the subject of an application for a County Homeless Encampment Permit to provide service to support emergency homeless encampment residents, such as hot meals and coordination of other needed donations and services.~~

18.50.030 Sponsoring Agency

"Sponsoring Agency" means the Host Agency or another agency that assists the Host Agency and that joins in an application with a Host Agency for an Temporary or unit of government County Homeless Encampment Emergency Housing Facility Permit and assumes responsibility for providing basic services and support to temporary emergency homeless encampment Emergency Housing Facility residents, such as hot meals, social services, sanitation, hygiene, storage of belongings, trash and refuse collection, and coordination of other needed donations and services.

18.50.040 Who May Apply

~~A. — Temporary Homeless Encampment~~Emergency Housing Facility. ~~Temporary homeless encampments~~Emergency Housing Facilities shall be permitted ~~only as an accommodation of faith-based~~ religious exercise by a Host Agency and Sponsoring Agency, or by a unit of government, or by a not-for-profit organization. Each Host Agency and Sponsoring Agency shall jointly apply for a permit under this Section and shall jointly certify compliance with all applicable requirements for approval and conditions of this Chapter and the application.

~~B. — County Homeless Encampment.~~ ~~A County Homeless Encampment shall be permitted only to Thurston County. A Sponsoring Agency may join the County to apply for a permit under this Section. Only Thurston County shall certify compliance with all applicable requirements for approval and conditions of this Chapter and the application.~~

18.50.050 Applicable Procedures

A. ~~Temporary Homeless Encampment~~Emergency Housing Facility. A ~~Temporary Encampment Permit~~ Permit for an Emergency Housing Facility is an administrative decision. In addition to the requirements for administrative decisions found elsewhere in the Olympia Municipal Code, the following procedures apply:

1. Advance Notice Required. The Host Agency and Sponsoring Agency shall notify the City of the proposed ~~homeless-encampment~~Emergency Housing Facility a minimum of thirty (30) days in advance of the proposed date of establishment for the ~~homeless-encampment~~Emergency Housing Facility. The advance notification shall be in the form of an application for a Temporary Encampment Permit and shall contain the following information:

- a. The date the ~~homeless-encampment~~Emergency Housing Facility will commence;
- b. The length of time the encampment will continue;
- c. The maximum number of residents proposed for the encampment;
- d. The host location;
- e. The names of the Host and Sponsoring Agencies; and
- f. The manner in which the ~~homeless-encampment~~Emergency Housing Facility will comply with the requirements of this Chapter.

2. Informational Meeting Required. The Host Agency and/or Sponsoring Agency shall conduct at least one (1) informational meeting within, or as close to, the location where the proposed ~~homeless encampment~~Emergency Housing Facility will be located, a minimum of two (2) weeks prior to the issuance of the temporary use permit. The time and location of the meeting shall be agreed upon between the City and the Host Agency and/or Sponsoring Agency. All property owners within three hundred (300) feet of the proposed ~~homeless-encampment~~Emergency Housing Facility shall be notified by mail ten (10) days in advance of the meeting by the Host Agency and/or Sponsoring Agency. In lieu of notice by mail, an alternative means of notice may be provided that is reasonably calculated to notify the neighboring property owners within three hundred (300) feet of the proposed encampment.

3. Signs Required. The applicant shall also provide notice of the application within the same timeframe identified above by posting two signs or placards on the site or in a location immediately adjacent to the site that provides visibility of the signs to motorists using adjacent streets. The Director of Community Planning and Development or his or her~~their~~ designee shall establish standards for size, color, layout, design, working, placement, and timing of installation and removal of the signs or placards.

~~B. County Homeless Encampment. A County Homeless Encampment requires a Conditional Use Permit subject to OMC 18.82. In addition to the requirements for Conditional Use Permits found elsewhere in the Olympia Municipal Code, the following procedures apply:~~

- ~~1. Application. Thurston County shall submit an application for a County Homeless Encampment Permit that contains the following information:
 - a. The date the homeless encampment is proposed to commence;
 - b. The maximum number of residents proposed;
 - c. The names of any Host or Sponsoring Agencies;
 - d. The manner in which the homeless encampment will comply with the requirements of this Chapter;
 - e. A Site Plan drawn to scale.~~
- ~~2. Informational Meeting Required. Thurston County shall conduct at least one (1) informational meeting within a minimum of thirty (30) days of application of the homeless encampment permit. The time and location of the meeting shall be agreed upon between the City and the County. All property owners, residents and business owners within 300 feet of the proposed homeless encampment shall be notified by mail at least ten (10) business days in advance of the meeting. In lieu of notice by mail, an alternative means of notice may be provided that is reasonably calculated to notify the neighboring property owners, residents and business owners within 300 feet of the proposed encampment.~~
- ~~3. Signs Required. Thurston County shall also provide notice of the application within the same time frame identified above by posting two public notice signs in locations determined by the Director that provide visibility of the signs to motorists using adjacent streets. The Director of Community Planning and Development or their designee shall provide the Public Notice signs.~~

18.50.060 ~~Homeless Encampment~~Emergency Housing Facility - Criteria/Requirements for Approval

The Director of the Community Planning and Development Department or his or hertheir designee may issue a temporary and revocable permit for an homeless-encampmentEmergency Housing Facility subject to the following criteria and requirements.

A. Site Criteria.

1. Temporary Homeless EncampmentEmergency Housing Facility

- a. If the Sponsoring Agency is not the Host Agency of the site, the Sponsoring Agency shall submit a written agreement from the Host Agency allowing the ~~homeless-encampment~~Emergency Housing Facility, or from the owner of the property, and clarifying the obligations of the Sponsoring Agency.
- b. The property must be sufficient in size to accommodate the tents and necessary on-site facilities, including, but not limited to the following:
 - i. Sanitary portable toilets in the number required to meet capacity guidelines for the population of the encampment;
 - ii. Hand washing stations by the toilets and by the food areas;
 - iii. Refuse receptacles for trash, recycling and garbage; and
 - iv. Storage of personal belonging; and
 - iv. ~~Food tent and security tent.~~
- c. The Host and Sponsoring Agencies shall provide an adequate potable water source to the ~~homeless-encampment~~Emergency Housing Facility, as approved by the City.
- d. No ~~homeless-encampment~~Emergency Housing Facility shall be located within a Sensitive/Critical Area or its buffer as defined under OMC Chapter 18.32 except on existing sites paved or gravel sites of the Olympia Municipal Code.
- e. No permanent structures will be constructed for the ~~homeless-encampment~~Emergency Housing Facility.
- f. No more than forty (40) residents shall be allowed at any one encampment. The City may further limit the number of residents as site conditions dictate.
- g. Adequate on-site parking shall be provided for the ~~homeless-encampment~~Emergency Housing Facility. No off-site parking will be allowed. The number of vehicles used by the homeless encampmentEmergency Housing Facility residents shall be provided in the permit application. If the ~~homeless-encampment~~Emergency Housing Facility is located on a site that has another preexisting use, it shall be shown that the ~~homeless-encampment~~Emergency Housing Facility parking will not create a shortage of on-site parking for the other use/s on the property.
- h. The ~~homeless-encampment~~Emergency Housing Facility shall be located within a quarter (1/4) mile of a bus stop with seven (7) days per week service, whenever possible. If not located within a

quarter mile of a bus stop, the Host or Sponsoring Agency must demonstrate the ability for residents to obtain access to the nearest public transportation stop (such as carpools or shuttle buses).

i. ~~The homeless encampment~~Emergency Housing Facility shall be adequately buffered and screened from adjacent right-of-way and residential properties. Screening shall be a minimum height of six (6) feet and may include, but is not limited to, a combination of fencing, landscaping, or the placement of the ~~homeless encampment~~Emergency Housing Facility behind buildings. The type of screening shall be approved by the City.

j. All sanitary portable toilets shall be screened from adjacent properties and rights-of-way. The type of screening shall be approved by the City and may include, but is not limited to, a combination of fencing and/or landscaping.

k. At the time of the City's approval, there shall be no other approved Emergency Housing Facilities located within one thousand (1,000) feet of the approved encampment. Approved Emergency Housing Facilities must be separated by a buffer of at least one thousand (1,000) feet under this eChapter.

2. ~~County Homeless Encampment~~

~~a. The property must be owned by Thurston County and located in a Light-Industrial/Commercial (LI/C) zoning district. The property shall not be located adjacent to residentially zoned property, and the Conditional Use Permit shall not allow more than 30 tents or cottage structures. The necessary on-site shared community facilities shall include but not be limited to the following:~~

~~i. Adequate water source and sanitary restrooms in the number required to meet capacity guidelines;~~

~~ii. Hand washing stations by the restrooms and by the food preparation areas;~~

~~iii. Refuse receptacles; and~~

~~iv. Community Building(s) providing kitchen, dining, shower, laundry, offices for management and security.~~

~~b. If proposed, any recreational areas, garden areas or other on-site provisions should be designed as shared community facilities.~~

~~c. At least six (6) on-site vehicular parking stalls and a covered bike shelter shall be provided for the County homeless encampment.~~

~~d. The homeless encampment shall be located within a quarter (1/4) mile of a bus stop or have public bus services provided.~~

~~e. The homeless encampment shall be adequately buffered and screened from adjacent right-of-way and surrounding properties. Screening shall be a fence with a minimum height of six (6) feet and may include landscaping.~~

B. Security.

1. ~~Temporary Homeless Encampment~~Emergency Housing Facility

a. An operations and security plan for the ~~homeless encampment~~Emergency Housing Facility shall be submitted to the City at the time of application. The security plan shall address potential security and neighborhood impacts within five hundred (500) feet of the encampment site.

b. The Host Agency shall provide to all residents of the ~~homeless encampment~~Emergency Housing Facility a Code of Conduct for living at the ~~homeless encampment~~Emergency Housing Facility. A copy of the Code of Conduct shall be submitted to the City at the time of application and shall be in substantially the following form or address the following issues:

i. ~~Possession or use of illegal drugs is prohibited.~~not permitted.

ii. ~~No alcohol is permitted.~~

iii. ~~No weapons are permitted.~~

iv. ~~All knives over three and one-half (3 1/2) inches must be turned into the Host or Sponsoring Agency's on-site Encampment Manager for safekeeping.~~

v. ~~Violence against staff or residents of the encampment is prohibited.~~permitted.

vi. ~~Any open flames are prohibited.~~permitted without pre-approval by the Department of Community Planning and Development.

vii. ~~Trespassing on private property in the surrounding neighborhood is permitted.~~prohibited.

viii. ~~No loitering in the surrounding neighborhood is permitted.~~

~~ix~~ v. ~~No~~ Littering on the Temporary Encampment site or in the surrounding neighborhood is ~~prohibited~~ permitted.

vi. Noise or music in excess of the limits set forth in OMC 18.40.080 is prohibited.

Nothing in this Section shall prohibit the Host Agency, Sponsoring Agency ~~or an~~ ~~or~~ Encampment Emergency Housing Facility Manager from imposing and enforcing additional Code of Conduct conditions not otherwise inconsistent with this Section.

c. All ~~homeless-encampment~~ Emergency Housing Facility residents must sign an agreement to abide by the Code of Conduct and failure to do so ~~shall~~ may result in the noncompliant resident's immediate expulsion from the property.

d. The Host or Sponsoring Agency shall keep a log of all people who stay overnight in the encampment, including names, ~~dates of birth and birth dates~~, and dates of stay in the encampment. Logs shall be kept and retained for a minimum of six (6) months.

e. The Host or Sponsoring Agency shall take all reasonable and legal steps to obtain verifiable ~~ID~~ identification, such as a driver's license, government-issued identification card, military identification, ~~or~~ passport, or other reasonable forms of identification from prospective and existing encampment residents.

f. The Host or Sponsoring Agency will use identification received from prospective and existing encampment residents to obtain sex offender and warrant checks from the Washington State Patrol, the Thurston County Sheriff's Office or ~~relevant~~ local police department.

i. If ~~said~~ the warrant and sex offender checks reveal either (1) an existing or outstanding warrant from any jurisdiction in the United States for the arrest of the individual who is the subject of the check; or (2) the subject of the check is a sex offender, required to register with the County Sheriff or their county of residence pursuant to RCW 9A.44.130 , then the Host or Sponsoring Agency ~~may~~ will reject the subject of the check for residency ~~to~~ in the ~~homeless-encampment~~ Emergency Housing Facility or may eject the subject of the check if that person is already a ~~homeless-encampment~~ Emergency Housing Facility resident.

ii. The Host or Sponsoring Agency shall immediately contact the police department if the reason for rejection or ejection of an individual from the ~~homeless-encampment~~ Emergency Housing Facility is an active warrant. In other cases of rejection or ejection, the designated representative of the Host or Sponsoring Agency ~~may~~ shall immediately contact ~~provide the facts leading to such action to~~ the Olympia Police Department and the Thurston County Sheriff's Office.

g. The Host or Sponsoring Agency shall self-manage its residents and prohibit ~~alcohol,~~ illegal drugs, weapons, fighting violence, and abuse of any kind, littering, or noise disturbances of disturbing the other residents or adjacent neighbors while located on the Emergency Housing Facility property.

h. The Host or Sponsoring Agency will appoint a designated representative to serve "on-duty" as an Encampment Manager at all times ~~to serve as a point of contact for the Olympia Police Department and will orient law enforcement the Police as to~~ how the security tent operates for the homeless encampment Emergency Housing Facility. The name of the on-duty designated representative will be posted daily in the security tent. The City shall provide contact numbers of non-emergency personnel, which shall be posted at the security tent.

~~2. County Homeless Encampment. An operations and security plan for the homeless encampment shall be established and enforced by Thurston County. The operations plan shall provide for ensuring that potential residents are provided notice that the homeless encampment is within a property zoned light industrial.~~

C. Timing.

~~1. Temporary Homeless Encampment~~Emergency Housing Facility

a. ~~The duration of an the temporary homeless encampment~~Emergency Housing Facility shall not be fore exceeded one hundred eighty (180) days, and may be extended for an additional one hundred eighty-five (185) days upon submittal of an application and proof that the site did not have on-site criminal violations greater than the crime rate of the surrounding neighborhood. The site may be approved for a duration longer than a one year upon submittal of a conditional use permit to be reviewed and approved by the Olympia hearing examiner pursuant to OMC Chapter 18.48. The conditional use permit shall demonstrate consistency with this eChapter and the rest of OMC Title 18. In addition, the applicant must demonstrate that criminal violations on-site were not greater than the crime rate of the surrounding neighborhood. The approval of a conditional use permit may be for a limited-time less than one hundred eighty (180) days, subject to review of demonstrated impacts upon to the surrounding neighborhoods.

b. ~~No additional temporary homeless encampments may be allowed on the same parcel of property in any 12-month period beginning on the date the homeless encampment locates on a parcel of property.~~

c. ~~No more than one (1) temporary homeless encampment may be located in the City at any time.~~

~~2. County Homeless Encampment. No more than one County homeless encampment may be located in the City at any time.~~

D. Health and Safety.

1. ~~Temporary Homeless Encampment~~Emergency Housing Facility. The homeless encampmentEmergency Housing Facility shall conform to the following fire requirements:

- a. There shall be no open fires for cooking without pre-approval by the Olympia Fire Department and no open fires for heating;
- b. No heating appliances within the individual tents are allowed without pre-approval by the Olympia Fire Department;
- c. No cooking appliances, other than microwave appliances, are allowed in individual tents;
- d. An adequate number, with appropriate rating, of fire extinguishers shall be provided as approved by the Olympia Fire Department;
- e. Adequate access for fire and emergency medical apparatus shall be provided. This shall be determined by the Olympia Fire Department;
- f. Adequate separation between tents and other structures shall be maintained as determined by the Olympia Fire Department; and
- g. Electrical service shall be in accordance with recognized and accepted practice and codes. Electrical cords ~~shall~~ are not to be strung together, ~~and a~~Any electrical cords used must be approved for outdoor exterior use.

~~2. A Unit of Government County Homeless Encampment. A unit of government The County homeless encampment shall conform to the City engineering, building and fire codes.~~

~~32.~~ The Host Agency and Sponsoring Agency shall permit inspections by City staff and the Thurston County Health Department at reasonable times without prior notice of compliance with the conditions of the ~~Temporary and County~~unit of government Homeless EncampmentEmergency Housing Facility Permit.

E. Director's Decision.

1. ~~Temporary Homeless Encampment~~Emergency Housing Facility

a. Purpose. The Director shall review the proposal to ensure compliance with the provisions of this ~~e~~Chapter and all other applicable laws, to ensure that the health, safety and welfare of the citizens of the City is preserved, and to provide an expedient and reasonable land use review process for decisions and interpretations of this ~~e~~Chapter.

b. Director Authority. The Director may modify the submittal requirements as deemed appropriate.

c. Notice of Decision. The Director shall notify the Sponsoring and Host Agencies of his or her decision to approve, modify or deny the application within a timely manner, but not prior to fourteen (14) days after the neighborhood informational meeting. ~~Theis Director's D~~decision is a final decision of the City. Appeals of decisions to approve or deny ~~an Temporary Encampment~~Emergency Housing Facility Permit shall be to Thurston County Superior Court.

~~2. County Homeless Encampment~~

~~a. Purpose. The Director shall review the proposal and make a recommendation to the Hearing Examiner regarding compliance with applicable law.~~

~~b. Hearing Examiner Authority. The Hearing Examiner may issue a County Homeless Encampment Permit pursuant to Hearing Examiner Chapter 18.82. The Director will forward the application and a recommendation to the Hearing Examiner subject to the provisions of this Chapter 18.50, the "Conditional Uses Chapter 18.48" and Hearing Examiner Chapter 18.82.~~

~~c. Notice of Decision. The Director shall provide notice of the Olympia Hearing Examiner Decision pursuant to OMC 18.60. The Decision is a final decision of the City. Appeals of decisions to approve or deny a County Homeless Encampment Permit shall be to Thurston County Superior Court.~~

F. ~~Temporary Homeless Encampment~~Emergency Housing Facility Permit Termination. If the Host Agency or Sponsoring Agency fails to take action against a resident who violates the terms and conditions of ~~this~~its permit, it may result in immediate termination of the permit issued to the Host Agency or Sponsoring Agency. If the City learns of ~~uncontrolled violence or~~ acts of violence by residents of the encampment and the Host Agency or Sponsoring Agency has not adequately addressed the situation to protect residents, the temporary use permit may be immediately terminated.

G. ~~Temporary Homeless Encampment~~Emergency Housing Facility Permit Revocation. Upon determination that there has been a violation of any approval criteria or condition of application, the Director of Community Planning and Development or ~~his or her~~their designee, may give written notice to the permit holder describing the alleged violation. Within fourteen (14) days of the mailing of notice of violation, the permit holder shall

show cause why the permit should not be revoked. At the end of the fourteen (14)-day period, the Director of Community Planning and Development or his or hertheir designee, shall sustain or revoke the permit. When an ~~Temporary Homeless Encampment~~Emergency Housing Facility Permit is revoked, the Director of Community Planning and Development or his or hertheir designee shall notify the permit holder by first class and certified mail of the revocation and the findings upon which revocation is based. Appeals ~~from~~of the Director's decisions to revoke a ~~Temporary~~ Emergency Housing Facility Encampment-permit shall be to Thurston County Superior Court.

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 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.

Section 6. Public Hearing. The zoning amendments herein shall be referred to the Olympia Planning Commission for review and recommendation. The Olympia City Council shall hold a public hearing on the amendments to OMC Chapter 18.50 within sixty (60) days of the adoption of this Ordinance. Following the public hearing, the Council shall make findings of fact to either ratify, amend, or repeal the amendments herein to OMC Chapter 18.50.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

Temporary Homeless Encampments and Tiny House Villages

It may be time to consider updating the City's Temporary Homeless Encampment Regulations to recognize these types of facilities as an integral part of the emergency housing spectrum -- at least until such time as our emergency housing and shelter capacity exceeds the number of homeless in our community. MRSC notes that the state has authorized religious organizations to host temporary encampments and also limits a local government's ability to regulate these encampments (RCW 36.01.290 counties, 35A.21.360 code cities, 35.21.915 other cities and towns). The State Legislature's findings associated with RCW 36.01.290 (Temporary Encampments for Homeless) provides some clarity and justification for this approach:

The legislature finds that there are many homeless persons in our state that are in need of shelter and other services that are not being provided by the state and local governments. The legislature also finds that in many communities, religious organizations play an important role in providing needed services to the homeless, including the provision of shelter upon property owned by the religious organization. By providing such shelter, the religious institutions in our communities perform a valuable public service that, for many, offers a temporary, stop-gap solution to the larger social problem of increasing numbers of homeless persons.

The City of Olympia's Unified Development Code provides for the creation of temporary homeless encampments. Section 18.50 of the code establishes two types of encampments:

- A temporary emergency homeless encampment (TEHE) hosted by a religious organization.
- A County Homeless Encampment - now known as Quixote Village. Only one such facility is allowed in the City of Olympia. Further reference to the County Homeless Encampment has been eliminated from the text below for clarity purposes.

A TEHE requires a religious organization to act as a "host agency" and apply for the temporary homeless encampment permit. The code also identifies a "sponsoring agency" that may be the "host agency" or may be another agency such as a not for profit that takes responsibility for support and services to the camp.

The code provides that, "Temporary homeless encampments shall be permitted only as an accommodation of religious exercise and is an administrative decision." The director may issue a temporary and revocable permit subject to a demonstration of compliance

with the requirements of the code and fulfillment of the procedural requirements contained therein.

TEHEs are only allowed for 180 days and can only be on the same property once per year. They also are limited to no more than one in the City. Because of their temporary nature, approval of a TEHE is by the Director of CP&D and is appealable to the Superior Court.

The Cities of Seattle and Portland both have specific regulations allowing the creation of Tiny House Villages. The City of Seattle's approach is similar to Olympia's in that they differentiate between City and privately operated facilities and religious institution operated facilities. Seattle's regulations for private facilities include limitations on minimum size, require the creation of a Community Advisory Committee, limit the duration to one year with a one year extension, and provides for a minimum of a one mile separation between facilities.

In order to accommodate a Tiny House Village or Tiny House Villages in Olympia Chapter 18.50 would need to be amended to allow Tiny House Villages on a longer term basis. It does not seem feasible to build tiny houses and then be required to move them every six months. Longer term TEHE could be considered through the CUP process if the fee was waived rather than the administrative process associated with temporary encampments.

There also is likely to be a need for more than one such facility in the City of Olympia and the current THE regulations only allow a single encampment in addition to Quixote Village located on County-owned property.

City Staff was able to visit the [Low Income Housing Institute's Tiny House Village](#) located on 22nd Avenue in Seattle to get a better handle on how a Tiny House Village is being operated and maintained. LIHI now operates seven temporary encampments in Seattle. Each of these tiny house villages targets a different population ranging from families with children to low barrier single adults and is therefore operated differently. LIHI's newest facility targets single females. The 22nd Avenue village caters to families and could be described as being high barrier as operates with rules regarding drug use and offender status. This facility is able to be operated with limited oversight while the lower barrier facilities may require 24 hour security.

Links to more information about these facilities is found at the end of this report. The visit to LIHI's 22nd Avenue Village occurred on December 20th 2016 and included Councilmember Bateman, Downtown Liaison Mark Rentfrow and Renata Rollins. The visit was hosted by LIHI and included Executive Director Sharon Lee, Volunteer and Advocacy Coordinator Josh Castle and Essential Needs Coordinator Brad Gerber.

According to Sharon Lee, with the Low Income Housing Institute, the structures in the Tiny House Village were not required to obtain building permits because they are below the size threshold (144 square feet). They did obtain plumbing and electrical permits for the electrical and plumbing connections. Each unit in the LIHI's Tiny House Village was built by volunteers and is insulated and has an electrical connection that can support a heater and a light. The village was clean, orderly and felt safe. Ms. Lee reported that many people had been able to transition from there into more permanent housing.

Eugene, Oregon also has extensive experience in operating temporary homeless encampments. They currently operate a program in conjunction with the St. Vincent DePaul Society and the not for profit Community Supported Structures that supports three tiny house villages and over 30 scattered small site encampments throughout the City of Eugene. Additional information about the City of Eugene's program can be found through the link provided below.

Tacoma Experience:

The City of Tacoma declared a "Homeless Emergency" in May of 2017. They decided to use the Stability Site model for their temporary homeless camps. Using a city-owned surplus property, they built a temporary camp, mixed with tents, tiny houses and a large mega tent, which housed around 90 individuals experiencing homelessness. The site setup is very basic: perimeter fencing, garbage/recycle dumpsters, portable showers and port-a-potties. The Stability Site is the entry point for many of the most in-need, chronically homeless, high barrier, and high utilizer individuals in the community. This is the option for individuals sleeping on sidewalks, alcoves and in encampments throughout the city. The site is low barrier and open to all that are looking for a safe place to sleep. Residents are required to follow site rules and engagement is expected. A wide menu of outreach services are onsite daily.

More information about Tacoma's Stabilization Site may be found through the link below.

Next Steps:

Issues to consider may include: potential funding approaches, availability of qualified partners to operate such a facility, siting and operational criteria and amendments to our regulations to allow a Tiny House Village or Villages.

Additional Resources:

Additional information including:

- RCW 35A.21.360 Temporary Encampments for Homeless,

- City of Olympia’s Municipal Code regulations 18.50,
- City of Seattle’s temporary homeless encampment regulations,
- Link to MRSC,
- Link to LIHI information about encampments, and
- Link to the City of Eugene’s homeless programs

RCW 35A.21.360

Temporary encampments for the homeless—Hosting by religious organizations authorized—Prohibitions on local actions.

(1) A religious organization may host temporary encampments for the homeless on property owned or controlled by the religious organization whether within buildings located on the property or elsewhere on the property outside of buildings.

(2) A code city may not enact an ordinance or regulation or take any other action that:

(a) Imposes conditions other than those necessary to protect public health and safety and that do not substantially burden the decisions or actions of a religious organization regarding the location of housing or shelter for homeless persons on property owned by the religious organization;

(b) Requires a religious organization to obtain insurance pertaining to the liability of a municipality with respect to homeless persons housed on property owned by a religious organization or otherwise requires the religious organization to indemnify the municipality against such liability; or

(c) Imposes permit fees in excess of the actual costs associated with the review and approval of the required permit applications.

(3) For the purposes of this section, "religious organization" means the federally protected practice of a recognized religious assembly, school, or institution that owns or controls real property.

(4) An appointed or elected public official, public employee, or public agency as defined in RCW 4.24.470 is immune from civil liability for (a) damages arising from the permitting decisions for a temporary encampment for the homeless as provided in this section and (b) any conduct or unlawful activity that may occur as a result of the temporary encampment for the homeless as provided in this section.

[2010 c 175 § 4.]

NOTES:

Findings (from 36.01.290) –2010 c 175: "The legislature finds that there are many homeless persons in our state that are in need of shelter and other services that are not being provided by the state and local governments. The legislature also finds that in many communities, religious organizations play an important role in providing needed services to the homeless, including the provision of shelter upon property owned by the religious organization. By providing such shelter, the religious institutions in our communities perform a valuable public service that, for many, offers a temporary, stop-gap solution to the larger social problem of increasing numbers of homeless persons.

This act provides guidance to cities and counties in regulating homeless encampments within the community, but still leaves those entities with broad discretion to protect the health and safety of its citizens. It is the hope of this legislature that local governments and religious organizations can work together and utilize dispute resolution processes without the need for litigation." [2010 c 175 § 1.]

18.50.000 Chapter Contents

Sections:

<u>18.50.010</u>	Homeless Encampment
<u>18.50.020</u>	Host Agency
<u>18.50.030</u>	Sponsoring Agency
<u>18.50.040</u>	Who May Apply
<u>18.50.050</u>	Applicable Procedures
<u>18.50.060</u>	Homeless Encampment - Criteria/Requirements for Approval

(Ord. 6528 §1, 2008).

18.50.010 Homeless Encampment

"Homeless Encampment" means temporary emergency homeless encampment, hosted by a religious organization, or County Homeless Encampment which provides temporary housing to homeless persons.

(Ord. 6771 §3, 2011; Ord. 6528 §1, 2008).

18.50.020 Host Agency

A. Temporary Homeless Encampment. "Host Agency" means the religious organization which owns the property or has an ownership interest in the property that is the subject of an application for a Temporary Homeless Encampment Permit for providing basic services and support to temporary emergency homeless encampment residents, such as hot meals and coordination of other needed donations and services.

(Ord. 6771 §3, 2011; Ord. 6528 §1, 2008).

18.50.030 Sponsoring Agency

"Sponsoring Agency" means the Host Agency or another agency that assists the Host Agency and that joins in an application with a Host Agency for a Temporary or County Homeless Encampment Permit and assumes responsibility for providing basic services and support to temporary emergency homeless encampment residents, such as hot meals and coordination of other needed donations and services.

(Ord. 6771 §3, 2011; Ord. 6528 §1, 2008).

18.50.040 Who May Apply

A. Temporary Homeless Encampment. Temporary homeless encampments shall be permitted only as an accommodation of religious exercise by a Host Agency and Sponsoring Agency. Each Host Agency and Sponsoring Agency shall jointly apply for a permit under this Section and shall jointly certify compliance with all applicable requirements for approval and conditions of this Chapter and the application.

(Ord. 6771 §3, 2011; Ord. 6528 §1, 2008).

18.50.050 Applicable Procedures

A. Temporary Homeless Encampment. A Temporary Encampment Permit is an administrative decision. In addition to the requirements for administrative decisions found elsewhere in the Olympia Municipal Code, the following procedures apply:

1. Advance Notice Required. The Host Agency and Sponsoring Agency shall notify the City of the proposed homeless encampment a minimum of thirty (30) days in advance of the proposed date of establishment for the homeless encampment. The advance notification shall be in the form of an application for a Temporary Encampment Permit and shall contain the following information:

- a. The date the homeless encampment will commence;
- b. The length of encampment;
- c. The maximum number of residents proposed;
- d. The host location;
- e. The names of the Host and Sponsoring Agencies; and
- f. The manner in which the homeless encampment will comply with the requirements of this Chapter.

2. Informational Meeting Required. The Host Agency and/or Sponsoring Agency shall conduct at least one (1) informational meeting within, or as close to, the location where the proposed homeless encampment will be located, a minimum of two (2) weeks prior to the issuance of the temporary use permit. The time and location of the meeting shall be agreed upon between the City and the Host Agency and/or Sponsoring Agency. All property owners within 300 feet of the proposed homeless encampment shall be notified by mail ten (10) days in advance of the meeting by the Host Agency and/or Sponsoring Agency. In lieu of notice by mail, an alternative means of notice may be provided that is reasonably calculated to notify the neighboring property owners within 300 feet of the proposed encampment.

3. Signs Required. The applicant shall also provide notice of the application within the same timeframe identified above by posting two signs or placards on the site or in a location immediately adjacent to the site that provides visibility of the signs to motorists using adjacent streets. The Director of Community Planning and Development or their designee shall establish standards for size, color, layout, design, working, placement, and timing of installation and removal of the signs or placards.

(Ord. 6771 §3, 2011; Ord. 6528 §1, 2008).

18.50.060 Homeless Encampment - Criteria/Requirements for Approval

The Director of the Community Planning and Development Department or their designee may issue a temporary and revocable permit for a homeless encampment subject to the following criteria and requirements.

A. Site Criteria.

1. Temporary Homeless Encampment

- a. If the Sponsoring Agency is not the Host Agency of the site, the Sponsoring Agency shall submit a written agreement from the Host Agency allowing the homeless encampment and clarifying the obligations of the Sponsoring Agency.
- b. The property must be sufficient in size to accommodate the tents and necessary on-site facilities, including, but not limited to the following:
 - i. Sanitary portable toilets in the number required to meet capacity guidelines;
 - ii. Hand washing stations by the toilets and by the food areas;
 - iii. Refuse receptacles; and
 - iv. Food tent and security tent.
- c. The Host and Sponsoring Agencies shall provide an adequate water source to the homeless encampment, as approved by the City.
- d. No homeless encampment shall be located within a Sensitive/Critical Area or its buffer as defined under Chapter [18.32](#) of the Olympia Municipal Code.
- e. No permanent structures will be constructed for the homeless encampment.

f. No more than 40 residents shall be allowed at any one encampment. The City may further limit the number of residents as site conditions dictate.

g. Adequate on-site parking shall be provided for the homeless encampment. No off-site parking will be allowed. The number of vehicles used by homeless encampment residents shall be provided in the permit application. If the homeless encampment is located on a site that has another preexisting use, it shall be shown that the homeless encampment parking will not create a shortage of on-site parking for the other use/s on the property.

h. The homeless encampment shall be located within a quarter (1/4) mile of a bus stop with seven (7) days per week service, whenever possible. If not located within a quarter mile of a bus stop, the Host or Sponsoring Agency must demonstrate the ability for residents to obtain access to the nearest public transportation stop (such as carpools or shuttle buses).

i. The homeless encampment shall be adequately buffered and screened from adjacent right-of-way and residential properties. Screening shall be a minimum height of six (6) feet and may include, but is not limited to, a combination of fencing, landscaping, or the placement of the homeless encampment behind buildings. The type of screening shall be approved by the City.

j. All sanitary portable toilets shall be screened from adjacent properties and rights-of-way. The type of screening shall be approved by the City and may include, but is not limited to, a combination of fencing and/or landscaping.

B. Security.

1. Temporary Homeless Encampment

a. An operations and security plan for the homeless encampment shall be submitted to the City at the time of application.

b. The Host Agency shall provide to all residents of the homeless encampment a Code of Conduct for living at the homeless encampment. A copy of the Code of Conduct shall be submitted to the City at the time of application and shall be in substantially the following form or address the following issues:

- i. Possession or use of illegal drugs is not permitted.
- ii. No alcohol is permitted.
- iii. No weapons are permitted.

- iv. All knives over three and one-half (3-1/2) inches must be turned into the Host or Sponsoring Agency's on-site Encampment Manager for safekeeping.
- v. No violence is permitted.
- vi. No open flames are permitted without pre-approval by the Department of Community Planning and Development.
- vii. No trespassing into private property in the surrounding neighborhood is permitted.
- viii. No loitering in the surrounding neighborhood is permitted.
- ix. No littering on the Temporary Encampment site or in the surrounding neighborhood is permitted.

Nothing in this Section shall prohibit the Host Agency, Sponsoring Agency or Encampment Manager from imposing and enforcing additional Code of Conduct conditions not otherwise inconsistent with this Section.

- c. All homeless encampment residents must sign an agreement to abide by the Code of Conduct and failure to do so shall result in the noncompliant resident's immediate expulsion from the property.
- d. The Host or Sponsoring Agency shall keep a log of all people who stay overnight in the encampment, including names and birth dates, and dates of stay. Logs shall be kept a minimum of six (6) months.
- e. The Host or Sponsoring Agency shall take all reasonable and legal steps to obtain verifiable ID, such as a driver's license, government-issued identification card, military identification, or passport from prospective and existing encampment residents.
- f. The Host or Sponsoring Agency will use identification to obtain sex offender and warrant checks from the Washington State Patrol, the Thurston County Sheriff's Office or relevant local police department.
 - i. If said warrant and sex offender checks reveal either (1) an existing or outstanding warrant from any jurisdiction in the United States for the arrest of the individual who is the subject of the check; or (2) the subject of the check is a sex offender, required to register with the County Sheriff or their county of residence pursuant to RCW [9A.44.130](#), then the Host or Sponsoring Agency will reject the subject of the check for residency to the homeless encampment or eject the subject of the check if that person is already a homeless encampment resident.

ii. The Host or Sponsoring Agency shall immediately contact the police department if the reason for rejection or ejection of an individual from the homeless encampment is an active warrant. In other cases of rejection or ejection, the designated representative of the Host or Sponsoring Agency shall immediately provide the facts leading to such action to the Olympia Police Department and the Thurston County Sheriff's Office.

g. The Host or Sponsoring Agency shall self-manage its residents and prohibit alcohol, drugs, weapons, fighting, and abuse of any kind, littering, or disturbing the neighbors while located on the property.

h. The Host or Sponsoring Agency will appoint a designated representative to serve "on-duty" as an Encampment Manager at all times to serve as a point of contact for the Police Department and will orient the Police as to how the security tent operates. The name of the on-duty designated representative will be posted daily in the security tent. The City shall provide contact numbers of non-emergency personnel which shall be posted at the security tent.

C. Timing.

1. Temporary Homeless Encampment

a. The duration of the temporary homeless encampment shall not exceed one hundred eighty (180) days.

b. No additional temporary homeless encampments may be allowed on the same parcel of property in any 12-month period beginning on the date the homeless encampment locates on a parcel of property.

c. No more than one (1) temporary homeless encampment may be located in the City at any time.

D. Health and Safety.

1. Temporary Homeless Encampment. The homeless encampment shall conform to the following fire requirements:

a. There shall be no open fires for cooking without pre-approval by the Fire Department and no open fires for heating;

b. No heating appliances within the individual tents are allowed without pre-approval by the Olympia Fire Department;

- c. No cooking appliances other than microwave appliances are allowed in individual tents;
- d. An adequate number, with appropriate rating, of fire extinguishers shall be provided as approved by the Fire Department;
- e. Adequate access for fire and emergency medical apparatus shall be provided. This shall be determined by the Fire Department;
- f. Adequate separation between tents and other structures shall be maintained as determined by the Fire Department; and
- g. Electrical service shall be in accordance with recognized and accepted practice. Electrical cords are not to be strung together and any cords used must be approved for exterior use.

3. The Host Agency and Sponsoring Agency shall permit inspections by City staff and the Thurston County Health Department at reasonable times without prior notice of compliance with the conditions of the Temporary and County Homeless Encampment Permit.

E. Director's Decision.

1. Temporary Homeless Encampment

- a. Purpose. The Director shall review the proposal to ensure compliance with the provisions of this chapter and all other applicable law, to ensure that the health, safety and welfare of the citizens of the City is preserved, and to provide an expedient and reasonable land use review process for decisions and interpretations of this chapter.
- b. Director Authority. The Director may modify the submittal requirements as deemed appropriate.
- c. Notice of Decision. The Director shall notify the Sponsoring and Host Agencies of his or her decision to approve, modify or deny the application within a timely manner, but not prior to 14 days after the neighborhood informational meeting. This Decision is a final decision of the City. Appeals of decisions to approve or deny a Temporary Encampment Permit shall be to Thurston County Superior Court.

F. Temporary Homeless Encampment Permit Termination. If the Host Agency or Sponsoring Agency fails to take action against a resident who violates the terms and conditions of this permit, it may result in immediate termination of the permit. If the City learns of uncontrolled violence or acts of violence by residents of the encampment

and the Host Agency or Sponsoring Agency has not adequately addressed the situation, the temporary use permit may be immediately terminated.

G. Temporary Homeless Encampment Permit Revocation. Upon determination that there has been a violation of any approval criteria or condition of application, the Director of Community Planning and Development or their designee may give written notice to the permit holder describing the alleged violation. Within 14 days of the mailing of notice of violation, the permit holder shall show cause why the permit should not be revoked. At the end of the 14-day period, the Director of Community Planning and Development or their designee shall sustain or revoke the permit. When a Temporary Homeless Encampment Permit is revoked, the Director of Community Planning and Development or their designee shall notify the permit holder by certified mail of the revocation and the findings upon which revocation is based. Appeals of decisions to revoke a Temporary Encampment permit shall be to Thurston County Superior Court.

(Ord. 6771 §3, 2011; Ord. 6763 § 1, 2011; Ord. 6528 §1, 2008).

City of Seattle Approach:

Building Permits

In constructing Tiny Houses, we found that we were able to build them as an exception to the Seattle Building Code as long as they stayed a particular size. The Seattle Building Code states that a building permit is not required for one-story detached accessory buildings if they are under 120 square feet. We were able to advise all the groups who built the houses to stay under this threshold, ideally to create a structure that was 8 feet by 12 feet (96 square feet) to be an exception to the code:

From

http://www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web_informational/s047860.pdf

(the Chapter 1, Administration section of the Seattle Building Code found here: <http://www.seattle.gov/dpd/codesrules/codes/building/default.htm>)

Other Resources:

MRSC Resources: <http://mrsc.org/Home/Explore-Topics/Legal/Regulation/Homeless-Housing.aspx>

LIHI Resources: <https://lihiwa.files.wordpress.com/2016/04/tent-encampments-and-tiny-house-villages-as-a-crisis-response-to-homelessness-april-2016.pdf>

City of Eugene Oregon: <https://www.eugene-or.gov/3482/Homelessness>

City of Tacoma:

http://www.cityoftacoma.org/government/city_departments/neighborhood_and_community_services/human_services_division/homelessness_services/

Proposed changes to Tent City Ordinance (as proposed by The City of Olympia)

1. **Current Ordinance** → Limits # of permitted encampments in Olympia to 1 at a time
Proposed Change → No cap for # of permitted encampments in Olympia at a time

2. **Current Ordinance** → Bans alcohol & all weapons (illegal and legal)
Proposed Change → Does not ban alcohol and only bans illegal weapons. Allows each Host Agency to determine rules and guidelines for each individual camp, allowing for both low-barrier and high-barrier encampments.

3. **Current Ordinance** → Requires food & security tent as a pre-requisite for site to be approved
Proposed Change → Does not require food & security tent

4. **Current Ordinance** → Does not ban "loud disturbances"
Proposed Change → Does ban "loud disturbances"

5. **Current Ordinance** → Limits an encampment to remain in the same place for no more than 180 days
Proposed Change → Allows for an encampment to remain in the same place for longer than 1 year, as long as crime at encampment is not more significant than crime in the surrounding areas.

6. **Current Ordinance** → Bans a new encampment from being created on the same property as a previous encampment for 12 months after the creation of the previous encampment.
Proposed Change → Does not ban the creation of a new encampment on the same property of previous encampment

Things not changed in proposed ordinance amendments

- Cap on # of people living at each encampment (40)
- Requires background check for applying residents based on ID
- Requires that people with active warrants & any sex offender status be denied entry
- Requires Host Agency/Sponsoring agency to report people with active warrants to law enforcement
- Only allows encampments on property owned/leased by a religious organization. Encampments are still not permitted on private or public property.

How do the proposed changes compare with Just Housing's proposed changes?

Suggested change included in city's proposal =

Suggested change not included in city's proposal =

Suggested change sort of included in proposed changes =

Suggested edits to Homeless Encampment Ordinance presented to city Oct 16, '17

1. As many "different locations for different situations" as possible.

- ✓ Our advice is that there be no limit on the number of camps. If there is the need for more, the ability to run more, land available, and the acceptance of neighbors then the creation of another camp should not be barred.
- ✓ If there must be a limit, then the goal should be having as many camps as possible with less people rather than fewer camps with more people.
- ✓ Goal of variety: High-barrier and low-barrier, camps for families, youth, adults, people transitioning out of facilities, clean and sober, harm reduction focused etc.

2. Any barriers or requirements that are not necessary should be stricken. The need is having a safe place to sleep and keep belongings-anything that unnecessarily limits that should be considered for removal.

- X Adopt IFWEOS background check policy. No 10 requirements, sex offender search based on name given, sex offenders should only be barred from certain camps, people with warrants should not be barred, and there should be no requirement for the camp to report people with warrants.
- X Requirements for heat, bathrooms, and electricity should be as minimal as possible or non-existent. We understand that these building codes are well-intentioned and all of these things would be ideal. However, there are already hundreds of people living without this and so this should not be a barrier to having more safe, legal places for people to sleep. [**Proposal strikes requirement for food & security tent, but still requires bathrooms, dumpsters, parking spaces**].
- X Any type of property should be able to host a tent city (non-profit, religious, private), as long as it is okay with the owner and the neighbors.
- ✓ 180 day requirement to move & not being able to return to the same spot for 12 months should be stricken.
- ✓ Marijuana and alcohol should be permitted. If one or the other becomes an issue with a specific person, residents can work through it on a case by case basis.

3. Self-governance. If something can be managed/facilitated by camp residents, then it should be. [**Level of self-governance is not detailed by ordinance; however the new ordinance uses language encouraging self-governance**].

- Example; drug, alcohol, safety concerns with individual residents should be attempted to be resolved by other residents first- before outside agencies.
- Example; residents should have significant decision making power when it comes to who can move into the camp, who must leave the camp.

X Need to be protections for people with disabilities, disability language should be emphasized in this ordinance. Having a place to sleep, rest, and keep belongings is, in itself, a protection for people with disabilities. [**Old & Proposed Ordinance require encampment to be close to a bus stop, however there is no additional language emphasizing protections for people with disabilities or requiring encampment to be accessible to people with disabilities**]

- Camps should be as close to downtown as possible so people can access the life-saving resources that people depend on.
- Locations should be accessible for people with disabilities (close to bus stops)

Just Housing Feedback on Amended Version of OMC 18.50

Firstly, we want to recognize and applaud the significant changes that are included in the proposed amended version of ordinance 18.50. If approved, we believe that most of the proposed amendments will improve our community's ability to meet the need for more legal shelter. Specifically, we enthusiastically support the following proposed amendments:

- Removal of the cap on the # of encampments that can exist at one time.
- Extending the time an encampment can be permitted in one location to greater than one year.
- Removing the ban on creating a new encampment on the same property as a previous encampment for a period of 1 year after the creation of the previous encampment.
- Including language that encourages harm-reduction practices and self-governance.
- Enabling the creation of both low-barrier and high-barrier encampments by removing bans on alcohol & legal weapons, and by empowering hosts/sponsors to decide on rules for the encampment they are hosting.

While we support and commend these proposed changes, we also recognize the absence of other changes we proposed. We feel strongly that their absence will significantly limit our ability to meet the needs of our community, despite the positive impacts of the previously mentioned amendments. Therefore, we believe that the following changes should be considered and discussed further, before omitting them from the proposed amended ordinance. We have also included our reasons for why we see these changes as being so important to the success of the amended ordinance and questions for further discussion and consideration.

1. **Allow for encampments to be permitted on public and private property.** The amended version of the ordinance still only permits encampments to exist on property owned or leased by a religious group or the county.

Why we believe this change merits further consideration and discussion:

- Enabling only religious organizations and the county to serve as host agencies limits our ability to find creative and effective solutions to our shelter crisis. Allowing for encampments to exist on public and private property drastically expands the types of solutions we can explore.
- If we limit host agencies to religious organizations and the county, it is unlikely that we will be able to create enough tent cities to significantly meet the need for shelter-particularly in a reasonable time frame. Religious organizations are already doing an incredible amount of work to meet the needs of our community. Their capacity to take on more is limited. Though the county is becoming more involved in finding solutions to our regional shelter crisis, they are still some ways away from hosting tent cities.

- Neighboring city governments have found ways to host temporary encampments. As our own crisis continues, it seems more and more unavoidable that we too will have to explore and embrace this type of shelter solution to meet the needs of our community. It makes sense for us to figure out how we can make this type of solution possible sooner rather than later.
- We know that there is an interest among some private property owners (from residential home owners to large property owners) in hosting people surviving in tents. Numerous existing encampments, including some of our communities largest, are currently located on private property with the knowledge and support of the property owners. Finding ways to support and embrace community-based solutions like this, rather than banning them, has huge potential for opening doors to new, creative, and effective solutions.

Further questions for consideration and discussion

- What are the specific liability risks/costs the city would take on, if they were to host encampments?
- Was there a change in city liability costs when the camping ban was enacted?
- How do other cities make it possible for their local governments to host encampments?
- How were encampments and the liability risks associated with them managed prior to the enactment of the camping ban ordinance?
- What are the specific liability risks/costs the city would take on if they were to allow for private property owners to host encampments?

2. **Lower-barrier background checks/reporting requirements.** The amended version of ordinance 18.50 has the same background check/reporting requirements as the original. The requirements are high-barrier and limit the potential effectiveness of the ordinance. Again, we ask that the city seriously consider replacing the background check/reporting requirements with an agreement like the agreement the City of Olympia has with The Interfaith Works Emergency Overnight Shelter. The primary aspects of this agreement we support are:

- Only required to screen the guest through the sex offender registry. No requirement to do a background check that includes screening for warrants.
- Completing background checks based on name given, rather than requiring ID.

We also support enabling host/sponsor agencies to determine who can and cannot access their shelter/encampment. (Ex. Allowing the agencies to determine what levels of sex offenders-if any- they will accept and whether or not they will accept people with active warrants).

Why we believe this change merits further consideration and discussion:

- The IFWEOS background check/reporting model has been successful enough to not require amendments since the shelter began.
 - Background checks/reporting requirements are currently one of the most significant barriers keeping people from accessing shelter and services. Failing to adopt lower-barrier screening requirements will severely limit who the amended version of the ordinance will impact, as a sizeable number of people will still be unable to access safe and legal shelter.
 - There are no laws that ban people with sex offenses (with the exception of sex offenses involving minors) from private, religious, or public property. In this way, by not enabling hosts to decide at their own discretion who they will allow at their encampment is creating an unnecessary barrier.
 - Making it so that all sex offenders cannot access any sanctioned tent city makes our community more unsafe. It is statistically proven that the more unstable their living conditions are, the more likely it is that people with sex offenses will re-offend. This is why people's sex offender level increases when they become homeless. Enabling hosts/sponsors to determine what levels- if any- of sex offenders they will accept increases the likelihood that even people with sex offenses will be able to access safe and legal shelter, improving the general safety of our community.
 - A considerable number of people living on the streets do not have ID and are unable to obtain it for an array of reasons (inability to obtain other proof of identification, costs, no address, etc).
 - Requiring ID conflicts with our status as a Sanctuary City, as undocumented immigrants do not have and are unable to obtain legal ID.
3. **Finally, we encourage city staff to reconsider the amendment making “loud disturbances”, a violation of the Code of Conduct.** Our main concern with this amendment is that it is one that is very likely to impact every encampment created under this ordinance, yet it is not defined in any way. If this amendment is to remain a part of the proposed ordinance, then we would encourage city staff to better define what “loud disturbances” would be significant enough to constitute a violation of the Code of Conduct.



City Council

Proposal for City-Owned Emergency Housing Facilities and Approval of Resolution Authorizing the Purchase of Real Estate Owned by Donald and Joan Hovancsek

Agenda Date: 7/24/2018
Agenda Item Number: 6.A
File Number: 18-0682

Type: resolution **Version:** 2 **Status:** Other Business

Title

Proposal for City-Owned Emergency Housing Facilities and Approval of Resolution Authorizing the Purchase of Real Estate Owned by Donald and Joan Hovancsek

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to direct staff to continue moving forward with implementation of two city owned emergency housing facilities as proposed, pending review of costs by the Council Finance Committee, and approve the resolution authorizing the City Manager to execute all documents necessary to acquire 1.12 acres of real estate from Donald and Joan Hovancsek.

Report

Issue:

Whether to move forward with implementing two city owned emergency housing sites and approve the purchase of real estate from Donald and Joan Hovancsek to be used for sheltering of homeless persons and providing other housing and homeless services.

Staff Contact:

Amy Buckler, Downtown Programs Manager, CPD, 360.570.5847
Mike Reid, Economic Development Director, 360.753.8591
Mark Barber, City Attorney, 360.753.8338

Presenter(s):

Colin Deforrest, Homeless Response Coordinator, CPD, 360.709.2688
Mike Reid, Economic Development Director, 360.753.8591
Steve Hall, City Manager, 360.753.8447

Background and Analysis:

On May 15, 2018 the City Council unanimously passed Resolution M-1942, A RESOLUTION OF THE CITY COUNCIL OF OLYMPIA, WASHINGTON, ESTABLISHING IMMEDIATE ACTIONS TO ADDRESS HOMELESSNESS IN OLYMPIA, directing the identification of “opportunities for legal camping including cars and RV’s with the inclusion of hygiene and storage services in Olympia for unhoused community members.”

As part of implementing this direction, City staff have identified two potential sites for safe, managed emergency housing facilities. These sites would be owned by the City of Olympia and managed under a contract with an experienced provider. The sites are:

1. A Currently City-Owned (tree) Nursery site adjacent to the Lee Creighton Justice Center (former City Hall). **See attached** fact sheet.
2. 2828 Martin Way, a privately owned property which staff recommends the City purchase.

The site provides the opportunity to be immediately utilized to meet the objectives identified in Resolution M-1942, while also being a well-suited site for future development of permanent supportive housing as identified as a critical need in Olympia with the passage of the Home Fund in February 2018.

Emergency Housing Facilities

Staff will review a proposed framework, management and operating structure for the proposed facilities at the meeting. The basic framework includes:

- Emergency housing for those experiencing homelessness in Olympia
- Approximately 40 spots at each site
- Adults/couples (no children)
- Tents/small structures
- Opportunity for car camping at one of the sites
- Storage and hygiene facilities, and garbage services
- City would contract for site management, case management and nighttime security
- Each site would include a private meeting area for connection to tailored services
- Open 24/7, residents come and go as they please
- Harm reduction model
- Clear rules and expectations
- Good neighbor policy
- No illegal drug use or possession on site

Following the briefing, staff is asking Council for direction and approval to move forward with implementing the proposed plan, including authorizing the City Manager to execute documents necessary to purchase the Martin Way property for the proposed use.

Martin Way Property Acquisition

Donald and Joan Hovancsek. (Seller) own a 1.12-acre property located at 2828 Martin Way, Assessor Parcel No. 69510000200 and 69510000100 (see attached Property Location Map).

Staff has concluded negotiations with the Seller, and has prepared the Real Estate Purchase and Sale Agreement attached to this staff report. The purchase price is \$1,350,000. There will be additional costs to improve the property for use as an emergency housing facility.

The proposed funding source for the property acquisition and improvements is an inter-fund loan from the City Investment Pool, to be repaid from future collections of the Home Fund sales tax. A separate staff report in tonight's packet includes a resolution authorizing such an Inter-fund loan for up to \$2,450,000, which is enough to fund the purchase and improvements. Total cost of the needed improvements is unknown at this time, and will become more clear during the feasibility period.

The Purchase and Sales Agreement contains a 60 day Feasibility Contingency Period in which the City will conduct a feasibility review which will include an environmental review of the property, building assessment, title and lease review, and stakeholder and surrounding property owner outreach. Upon the completion of the 60-day feasibility review, if the site is deemed suitable the contingency will be removed and the city will close on the property within 30 days. If the property is deemed unsuitable for any reason during the 60-day Feasibility Contingency period the transaction will be terminated.

Anticipated closing on the property would be approximately mid to late October if the resolution was approved.

Subsequent Steps

Following Council direction at this meeting, subsequent steps would include:

- Reviewing estimated costs with the Council's Finance Committee on July 31
- Entering into contracts with providers for site management, case management and security
- Completing site improvements for the nursery site
- Conducting feasibility review on the Martin Way site
- Consultation with service providers
- Neighborhood and community outreach

Neighborhood/Community Interests (if known):

Homelessness is an issue that affects the entire region and is a significant issue of concern for the Olympia community. Stakeholder and neighbor outreach will be a part of the feasibility process.

Options:

1. Move to direct staff to continue moving forward with implementation of two city owned emergency housing facilities as proposed, pending review of costs by Council's Finance Committee, and approve the resolution authorizing the City Manager to execute all documents necessary to acquire 1.12 acres of real estate from Donald and Joan Hovancsek.
2. Do not move forward with implementation of two city owned emergency housing facilities and do not authorize the purchase of real estate from Donald and Joan Hovancsek.

Financial Impact:

\$1,350,000 for the property acquisition, plus additional costs for improvements.

Type: resolution **Version:** 2 **Status:** Other Business

Attachments:

Resolution

Purchase & Sale Agreement

Property Location Map

Resolution M-1942

Nursery site fact sheet

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
AUTHORIZING THE PURCHASE OF REAL ESTATE FOR THE CITY OF OLYMPIA OWNED BY
DONALD G. AND JOAN C. HOVANCSEK**

WHEREAS, the City desires to purchase property suitable for multiple uses, such as for sheltering of homeless persons and providing other housing and homeless services that will benefit the citizens and residents of the City of Olympia; and

WHEREAS, Donald G. Hovancsek and Joan C. Hovancsek, husband and wife, (the Sellers) own real property located at 2828 Martin Way, in Olympia, Washington, consisting of 1.12 acres, more or less (the Hovancsek Property); and

WHEREAS, purchase of the Hovancsek Property offers the City a unique opportunity to acquire real property suitable for sheltering of homeless persons and providing other housing and homeless services; and

WHEREAS, the City and the Sellers have negotiated terms and conditions for the City's purchase of the Hovancsek Property; and

WHEREAS, the Olympia City Council hereby accepts terms, among others, to purchase the Hovancsek Property for One Million Three Hundred and Fifty Thousand Dollars and No Cents (\$1,350,000.00) U.S;

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

1. The Olympia City Council hereby accepts the terms and conditions negotiated with Donald G. Hovancsek and Joan C. Hovancsek, husband and wife, to purchase the real property commonly located at 2828 Martin Way East in Olympia, Washington, for multiple uses such as sheltering of homeless persons and providing other housing and homeless services upon the agreed terms within the real estate purchase and sale agreement.
2. The City Manager is directed and authorized to execute all documents necessary to purchase the aforesaid real property from Donald G. and Joan C. Hovancsek, upon the terms and conditions negotiated in the real estate purchase and sale agreement, and to make any minor modifications consistent with the intent of the agreement as may be necessary, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of July 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

REAL ESTATE PURCHASE AND SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is between the City of Olympia, a municipality organized under the laws of the State of Washington ("Buyer"), and Donald G. Hovancsek and Joan C. Hovancsek, husband and wife ("Sellers"), jointly referred to as "the Parties." This Agreement shall not be effective until the "Effective Date" (as defined in Paragraph 18.16 below).

RECITALS

Sellers are the owner of certain real property located in **Thurston County, Washington**, consisting of a building containing professional office space and associated parking, commonly located at 2828 E Martin Way, Olympia, Washington, and more particularly described on **Exhibit "A"** (legal description) and shown on **Exhibit "B"** (sketch) attached hereto and by this reference incorporated herein.

Buyer has determined that the Property is suitable for providing services for the citizens and residents of the City of Olympia.

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

The Parties now enter into this Agreement to memorialize the terms and conditions under which Sellers will sell the Property to Buyer.

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

1.1 Land. The real property and structures thereon consisting of a building containing professional office space and associated parking, constituting the Property legally described on **Exhibit "A"** to this Agreement and generally shown on a sketch attached as **Exhibit "B"** to this Agreement.

1.2 Appurtenances. All rights, privileges, and easements appurtenant to the Property owned by Sellers, including without limitation any and all leases, subleases, easements, rights-of-way and other appurtenances, including any buildings, structures or fixtures used in connection with the beneficial use and enjoyment of the Property (the "Appurtenances").

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

2. Escrow. Within seven (7) business days after the Effective Date of this Agreement as defined in Paragraph 18.16, the Parties shall confirm that an escrow account is opened for the transaction contemplated by this Agreement with Thurston County Title Company (in such capacity, "Escrow Company"). Darla Wilkins or another designee of Escrow Company will serve as escrow agent for Closing of this Agreement ("Escrow Agent"). The Parties shall deliver a fully executed copy of this Agreement to Escrow Agent.

3. Purchase Price. The purchase price to be paid by Buyer to Sellers for the Property (the "Purchase Price") is **One Million Three Hundred and Fifty Thousand Dollars and NO/100 Cents** (\$1,350,000.00) U.S.

4. Earnest Money. Buyer shall deposit the sum of TWENTY-FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$25,000.00) within five (5) days after opening of escrow with Escrow Company. Earnest money so deposited shall be a credit applicable to the agreed Purchase Price and shall be held in escrow until removal of the feasibility contingency by Buyer. If the Parties fail to agree upon a Purchase Price or Buyer otherwise exercises its discretion not to acquire the Property under Paragraphs 8.4 and 8.5, the earnest money so deposited shall be returned to Buyer.

5. Payment of Purchase Price. On the Closing Date, Buyer shall deposit with Escrow Agent the amount of the Purchase Price, less any amounts to be credited against the Purchase Price pursuant to this Agreement.

6. Closing Date. The Closing (the "Closing") of the purchase and sale of the Property under this Agreement shall be held at the offices of the Escrow Company, and shall occur on a date no later than thirty (30) days after the removal of the Buyer's feasibility contingency in Paragraphs 8.4 and 8.5 of this Agreement (the "Closing Date"), unless an earlier time is agreed upon in writing between the Parties. Closing shall occur when the Deed (as hereinafter defined) to Buyer is executed and recorded, and the Purchase Price is delivered to the Escrow Company for delivery to Sellers.

7. Title and Survey Matters.

7.1 Title Binder. Buyer shall order a preliminary commitment for an ALTA owner's standard coverage title insurance policy provided by Thurston County Title Insurance Company ("Title Company") describing the Property, showing all matters of record pertaining to the Property and listing Buyer as the prospective named insured. Following the mutual execution of this Agreement, Buyer shall obtain from Title Company a written supplemental report to such preliminary commitment in a form acceptable to Buyer, updating the preliminary commitment to the execution date of the Agreement. Such preliminary commitment, supplemental reports and true, correct and legible copies of all documents referred to in such preliminary commitment and supplemental reports as conditions or exceptions to title to the Property are collectively referred to herein as the "Title Binder."

7.2 Title Review. Within fourteen (14) business days after Buyer's receipt of the updated Title Binder, Buyer shall review the Title Binder and any surveys of the Property, and shall notify Sellers what exceptions to title, if any, affect the marketability or insurability of the title to the Property or which adversely affect the use of the Property (the "Title Review Period"). If no title matters appear in the updated Title Binder since the initial preliminary commitments, then the Parties shall proceed to Closing as set forth in this Agreement. If any title matters appear and Buyer objects to any of the same during the Title Review Period, then Sellers shall have ten (10) business days after receiving Buyer's objections to notify Buyer if Sellers will remove any of the exceptions objected to prior to the Closing Date or if Sellers elect not to remove such objected to exceptions. If Sellers shall fail to remove any such exceptions objected to by Buyer from title prior to the Closing Date, and Buyer is unwilling to take title subject thereto, Buyer may elect to either terminate this Agreement, or take title despite the existence of such exception. If Buyer elects to terminate, neither Buyer nor Sellers shall have any further liabilities, obligations or rights with regard to this Agreement which shall then become null and void and of no further force or effect.

7.3 Title Policy. At Closing, Sellers and Buyer shall cause Title Company to issue a standard ALTA owner's policy ("Title Policy") to Buyer, at Sellers' cost. The Title Policy shall (a) be satisfactory to Buyer, (b) be issued in the amount of the total Purchase Price and (c) insure fee simple, indefeasible title to the Property in Buyer. The Title Policy shall contain endorsements as Buyer may require. Buyer's obligation to close this transaction shall be contingent on Buyer's approval, in its sole and absolute discretion of the Title Policy required under this Paragraph 7.

8. Conditions and/or Contingencies to Buyer's Obligations.

8.1 Documents and Reports. Within fifteen (15) business days after the execution and delivery of this Agreement (the "Document Delivery Date"), Sellers shall deliver to Buyer copies of the documents and reports listed on attached **Exhibit "C"** to this Agreement and in Sellers' possession. Sellers shall certify to Buyer, as of the Document Delivery Date, as to any documents listed on **Exhibit "C"** not in Sellers' possession.

8.2 Inspection of the Property. Buyer shall have the right and permission from the date Sellers sign this Agreement through the Closing Date (or earlier termination of this Agreement) to enter upon the Property or any part thereof at all reasonable times and from time to time for the purpose, at Buyer's cost and expense, of making all tests and/or studies of the Property that Buyer may wish to undertake, including, without limitation, soils tests (including borings), toxic and hazardous waste studies, surveys, structural studies and review of zoning, fire, safety and other compliance matters; provided, however, Buyer shall indemnify and hold harmless Sellers from and against any mechanic's or other liens or claims that may be filed or asserted against the Property or Sellers as a direct result of any actions taken by Buyer in connection with the Property, including but not limited to permitting Sellers to review a written description of Buyer's proposed testing and work to ensure same is properly done and will not exacerbate any existing condition of contamination on the property. Buyer shall also provide Sellers with a copy of all soil or environmental test results for the property upon Sellers' request. Buyer shall reasonably restore the Property to its condition immediately prior to any invasive

testing. The effect of the representations and warranties made by Sellers in this Agreement shall not be diminished or deemed to be waived by any inspections, tests or investigations made by Buyer or its agents.

8.3 Appraisal of the Property. Buyer shall have the right to obtain an appraisal. Buyer's appraiser may enter onto the property as is necessary to appraise the Property.

8.4 Approval of Property/Feasibility Contingency. Buyer's obligation to purchase the Property shall be subject to and contingent upon Buyer's approval, in its sole and absolute discretion, prior to the expiration of the Contingency Period, of all aspects of the Property, including, without limitation, the physical condition of the Property and documents delivered by Sellers pursuant to Paragraph 8.1 above, or otherwise obtained by Buyer regarding the Property. Buyer's approval and obligation to purchase the Property under this paragraph shall be for the period set forth in Paragraph 8.5. Upon waiver by Buyer or expiration of the feasibility contingency, the earnest money in Paragraph 4 shall be released from escrow to Sellers, and shall be a credit to Buyer applicable to the Purchase Price as provided in Paragraph 4.

8.5 Feasibility Contingency Period. As used herein, the term "Contingency or Feasibility Period" shall be sixty (60) days from the Effective Date of this Agreement as defined in Paragraph 18.16.

8.6 Extension(s) of Feasibility Contingency Period. Buyer shall have the right to request in writing a single thirty (30) day extension of the feasibility contingency period. Each extension so requested by Buyer shall cost Five Thousand Dollars and No/100 Cents (\$5,000.00), which Buyer shall deposit into escrow within forty-eight hours of the extension request. Said additional amounts shall be applicable to the Purchase Price should the feasibility contingency period in Paragraph 8.4 be waived by Buyer or expires. In the event Buyer elects not to purchase the Property, such extension payment is non-refundable and shall be immediately payable to Sellers.

8.7 Buyer's Right to Terminate. If Buyer's sole and absolute discretion, Buyer is not satisfied with the condition of the Property, Buyer may terminate this Agreement by sending written notice to Sellers and Escrow Agent (such notice referred to as a "Termination Notice") prior to the expiration of the Contingency/Feasibility Period. If Buyer gives its Termination Notice to Sellers, this Agreement shall terminate and neither Buyer nor Sellers shall have any further liability to the other under this Agreement.

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

(i) Prior to Closing, all Contracts or Leases (whether written or oral), with respect to the Property which Sellers may terminate shall be terminated in writing. Any other Leases or Contracts shall be assumed by Buyer. Sellers shall provide Buyer, prior to Closing, with written termination agreements with respect to all Contracts or Leases, that are not assumed by Buyer;

(ii) All representations and warranties of Sellers contained herein, to the best of Sellers' knowledge, shall be true, accurate and complete at the time of the Closing as if made again at such time;

(iii) Sellers shall have performed all obligations to be performed by it hereunder on or before Closing (or, if earlier, on or before the date set forth in this Agreement for such performance);

(iv) At Closing, title to the Property shall be in the condition required by Paragraph 7 of this Agreement and Escrow Agent shall deliver the Title Policy to Buyer; and

(v) At Closing, the forest and ground cover shall be substantially the same as on the date hereof, ordinary wear and tear excepted.

If the conditions set forth in this Paragraph 8 are not satisfied as of Closing and Buyer does not waive the same, Buyer may terminate this Agreement, and thereafter neither Buyer nor Sellers shall have any further liability to the other under this Agreement.

9. Sellers' Representations and Warranties. Sellers hereby make the following representations and warranties, to the best of Sellers' knowledge, which representations and warranties shall be deemed made by Sellers to Buyer also as of the Closing Date:

9.1 Title. Sellers are the sole owners of the Property, except for reservations of record. At Closing, Sellers shall convey the entire fee simple estate and right, title and interest in and to the Property by statutory warranty deed to Buyer, free and clear of unapproved encumbrances of record.

9.2 Compliance with Law; Compliance with Property Restrictions. The Property complies in all material respects (both as to condition and use) with all applicable statutes, ordinances, codes, rules and regulations of any governmental authority having jurisdiction over the Property related to zoning, building, subdivision, and engineering.

9.3 Bankruptcy, etc. No bankruptcy, insolvency, rearrangement or similar action involving Sellers or the Property, whether voluntary or involuntary, is pending, threatened, by a third party, or contemplated by Sellers.

9.4 Taxes and Assessments. Other than amounts disclosed by the Title Binder, no other property taxes have been or will be assessed against the Property for the current tax year, and there are no general or special assessments or charges that have been levied, assessed or imposed on or against the Property.

9.5 Foreign Person. Sellers are not a foreign person and are a "United States Person" as such term is defined in Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended (the "Code") and shall deliver to Buyer prior to the Closing an affidavit evidencing such fact and such other documents as may be required under the Code.

9.6 **Mechanics' Liens.** No labor, material or services have been furnished in, on or about the Property or any part thereof as a result of which any mechanics', laborer's or materialmen's liens or claims might arise.

9.7 **Underground Storage Tanks.** Sellers have no knowledge of (a) subterranean storage or underground storage tanks that exist on the Property, and (b) any previously existing underground storage tanks that have been removed or filled in compliance with applicable law. If there had been an underground storage tank on the site, to the best of Sellers' knowledge, the tank was decommissioned in compliance with applicable law.

9.8 **Leases and Other Agreements.** Sellers represent that there are no leases, occupancy agreements, service agreements, licenses, easements, or option agreements with regard to the Property, except those of record or disclosed pursuant to Paragraph 8.1.

9.9 **Assumption of Liabilities.** Buyer, by virtue of the purchase of the Property, will not be required to satisfy any obligation of Sellers arising prior to the Closing Date.

9.10 **Defaults.** Sellers are not in default and there has occurred no uncured event which, with notice, the passage of time or both would be a default, under any contract, agreement, lease, encumbrance, or instrument pertaining to the Property.

9.11 **Utilities.** The Property may or may not be served by water, storm and sanitary or septic sewer, electricity, and telephone supplied directly to the Property by facilities of public utilities. All such utilities are located within the boundaries of the Property or within lands dedicated to public use or within recorded easements for the same.

9.12 **Public Improvements:** Sellers have no knowledge of any federal, state, county, municipal or other governmental plans to change the road system in the vicinity of the Property.

9.13 **Subdivision.** The conveyance of the Property will not constitute a violation of any subdivision ordinance. The improvements on the Property comply in all material respects with all applicable subdivision ordinances and statutes.

9.14 **Due Authority.** Sellers and Buyer have all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Sellers and Buyer and constitute their legal, valid and binding obligation enforceable against Sellers and Buyer in accordance with its terms.

9.15 **No Omissions.** The copies of any documents furnished to Buyer in connection with this transaction are true and complete copies of the documents they purport to be and contain no untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained therein not misleading.

10. Covenants of Sellers. Sellers covenant and agrees as follows:

10.1 Perform Obligations. From the date of this Agreement to the Closing Date, Sellers will perform any monetary and non-monetary obligations they have regarding the Property.

10.2 No Liens. From the date of this Agreement to the Closing Date, Sellers will not allow any lien to attach to the Property, nor will Sellers grant, create, or voluntarily allow the creating of, or amend, extend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option or other right affecting the Property or any part thereof without Buyer's written consent first having been obtained.

10.3 Provide Further Information. From the date of this Agreement to the Closing Date, Sellers will notify Buyer of each event of which Sellers become aware affecting the Property or any part thereof immediately upon learning of the occurrence of such event.

11. Closing.

11.1 Time and Place. Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in Paragraph 6 of this Agreement.

11.2 Documents to be Delivered by Sellers. For and in consideration of, and as a condition precedent to the payment to Sellers of the Purchase Price, Sellers shall obtain and deliver to Buyer at Closing the following documents (all of which shall be duly executed and acknowledged where required):

(i) **Title Documents.** Such other documents, including, without limitation, lien waivers, indemnity bonds, indemnification agreements, and certificates of good standing as shall be required by Buyer, or by the Title Company as a condition to its insuring Buyer's good and marketable fee simple title to the Property.

(ii) **Authority.** Such evidence as the Title Company shall require as to authority of Sellers to convey the Property to Buyer.

(iii) **Surveys and Drawings.** All surveys, site plans and plans and specifications relating to the Property as are in the possession or control of Sellers, if any.

(iv) **Assignment.** Sellers and Buyer agree any assignment of Buyer's rights under this Agreement shall be subject to Sellers' approval, which shall not be unreasonably withheld, conditioned or denied.

(v) **Warranty Deed.** A statutory warranty deed ("Deed") conveying to Buyer a good, marketable and indefeasible title in fee simple absolute to the Property in the form set forth in **Exhibit "D"** attached hereto.

11.3 **Payment of Costs.** At Closing, Sellers shall pay all charges for title insurance for a standard ALTA owner's title policy insuring Buyer's title, one-half of the escrow fee, the recording fee, the technology fee, and real property excise taxes. Buyer shall pay one-half of the escrow fee.

11.4 **Taxes.** Buyer is exempt from payment of real property excise taxes for the Property pursuant to WAC 458-61A-205(3).

11.5 **Monetary Liens.** Sellers shall pay or cause to be satisfied at or prior to Closing all monetary liens on or with respect to all or any portion of the Property, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, rents and/or easements, judgment liens, tax liens (other than those for taxes not yet due and payable) and financing statements, except where Sellers are exempt by statute or administrative rule or regulation.

11.6 **Possession.** Possession of the Property shall be delivered to Buyer at Closing. The Property, including without limitation the improvements, if any, shall be delivered to Buyer in good order.

11.7 **Proration.** All amounts required to be prorated hereunder as of Closing, shall be calculated as if Buyer were in possession of the Property as of the date of Closing.

12. Environmental.

12.1 Notwithstanding anything to the contrary in this Agreement or otherwise, the Parties agree that Sellers shall have no obligation to defend, indemnify, or hold Buyer harmless with respect to any loss, liability, claim, demand, damage, or expense of any kind, including attorneys' fees, costs, and expenses (collectively, "Loss") arising (a) out of the release or threatened release of Hazardous Substances on, under, above, or about the Property after Closing, or (b) out of the past release or threatened release of any Hazardous Substance on, under, above, or about the Property caused or contributed to by Buyer, or any employee, agent, tenant, or contractor of Buyer.

12.2 **Definitions.** The term "Hazardous Substance" includes without limitation (a) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," or "solid wastes" in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; (d) chlorinated solvents; and (e) asbestos. The term "Environmental Law" includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions, or hazardous substances.

13. **Indemnification.** Sellers shall pay, protect, pay the defense costs of, indemnify and hold Buyer and their successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) the breach of any representation, warranty or agreement of Sellers set forth in this Agreement, (b) the failure of

Sellers to perform any obligation required by this Agreement to be performed by Sellers, (c) the ownership, maintenance, and/or operation of the Property by Sellers prior to the Closing not in conformance with this Agreement, or (d) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the Sellers, its representatives, employees, contractors or suppliers that occurred before Closing; provided, however, that nothing in this Paragraph 13 applies to Losses arising out of the presence of Hazardous Substances on, under, above, or about the Property, including Hazardous Substances that migrate or migrated to or from the Property except as specifically provided in Paragraph 12 above.

14. Condemnation. In the event of any commenced, to be commenced or consummated proceedings in eminent domain or condemnation (collectively "Condemnation") respecting the Property or any portion thereof, Buyer may elect, by written notice to Sellers, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement neither Buyer nor Sellers shall have any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, there shall be no reduction in the Purchase Price, and Sellers shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, Sellers' entire right, title and interest in and to any condemnation award or settlement made or to be made in connection with such Condemnation proceeding. Buyer shall have the right at all times to participate in all negotiations and dealings with the condemning authority and approve or disapprove any proposed settlement in respect to such matter. Sellers shall forthwith notify Buyer in writing of any such Condemnation respecting the Property.

15. Casualty. If any fire, windstorm or casualty occurs and materially affects all or any portion of the Property on or after the date of this Agreement and prior to the Closing, Buyer may elect, by written notice to Sellers, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement neither Buyer nor Sellers have any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, the Purchase Price shall be reduced by the amount of loss or damage occasioned by such casualty not covered by insurance, and Sellers shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, its entire right, title and interest in and to all insurance claims and proceeds to which Sellers may be entitled in connection with such casualty. Buyer shall have the right at all times to participate in all negotiations and other dealings with the insurance carrier providing such coverage and to approve or disapprove any proposed settlement in respect to such matter. Sellers shall forthwith notify Buyer in writing of any such casualty respecting the Property.

16. 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 Buyer: Steven R. Hall, City Manager
City of Olympia
601 4th Ave E
Olympia, WA 98501
Email: shall@ci.olympia.wa.us

With a copy to: Mark Barber, City Attorney
City of Olympia
601 4th Ave E
Olympia, WA 98501
Email: mbarber@ci.olympia.wa.us

To Sellers: Donald G. and Joan C. Hovancsek
7520 Sandy Point Beach Road, NE
Olympia WA 98516
Email: uncledgh@aol.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.

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

18. Miscellaneous.

18.1 Applicable Law. This Agreement shall in all respects, be governed by the laws of the State of Washington.

18.2 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.

18.3 Modification or Amendment, Waivers. No amendment, change or modification of this 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 Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in

this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

18.4 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. Any assignment shall be subject to Sellers' approval, which shall not be unreasonably withheld, conditioned or denied. Buyer must notify and, if required, request approval by Sellers of any such assignment prior to the Closing. Any such assignee shall for all purposes be regarded as Buyer under this Agreement.

18.5 Entire Agreement and No Third Party Beneficiaries. This 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 Agreement to any person, firm or corporation other than the Parties.

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

18.7 Construction. Captions are solely for the convenience of the Parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. If the date on which Buyer or Sellers are required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

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

18.9 Survival. The covenants, agreements, obligations to indemnify, representations and warranties made in this Agreement shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

18.10 Finders' or Brokers' Fees. Sellers represent and warrant that if they have engaged the services of any broker or finder to which a commission or other fee is due in connection with any of the transactions contemplated by this Agreement, that Sellers shall pay such fee in connection with the transactions contemplated by this Agreement. Sellers agree to indemnify, defend and hold harmless Buyer against any loss, liability, damage, cost, claim or expense, including interest, penalties and reasonable attorneys' fees that Buyer shall incur or suffer by reason of a breach by Sellers of the representation and warranty set forth above.

18.11 **Time.** Time is of the essence of every provision of this Agreement.

18.12 **Risk of Loss.** All of Sellers' personal property, of any kind or description whatsoever that is on the Property after Closing, shall be at Sellers' sole risk of loss.

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


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

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

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

SELLERS:

DONALD G. HOVANCSEK, a married person



Date: 7/2/18

JOAN C. HOVANCSEK, a married person



Date: 07/02/2018

BUYER:

CITY OF OLYMPIA, a Washington municipal corporation

Steven R. Hall, City Manager

Date: _____

APPROVED AS TO FORM:



Mark Barber, City Attorney

Date: 7/16/2018

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

**UNIT A OF AMENDED PLAT OF PRO-ART CONDOMINIUM, PHASE ONE,
ACCORDING TO THE AMENDED DECLARATION THEREOF, RECORDED
JANUARY 4, 1994 UNDER AUDITOR'S FILE NO. 9401040259.**

TOGETHER WITH,

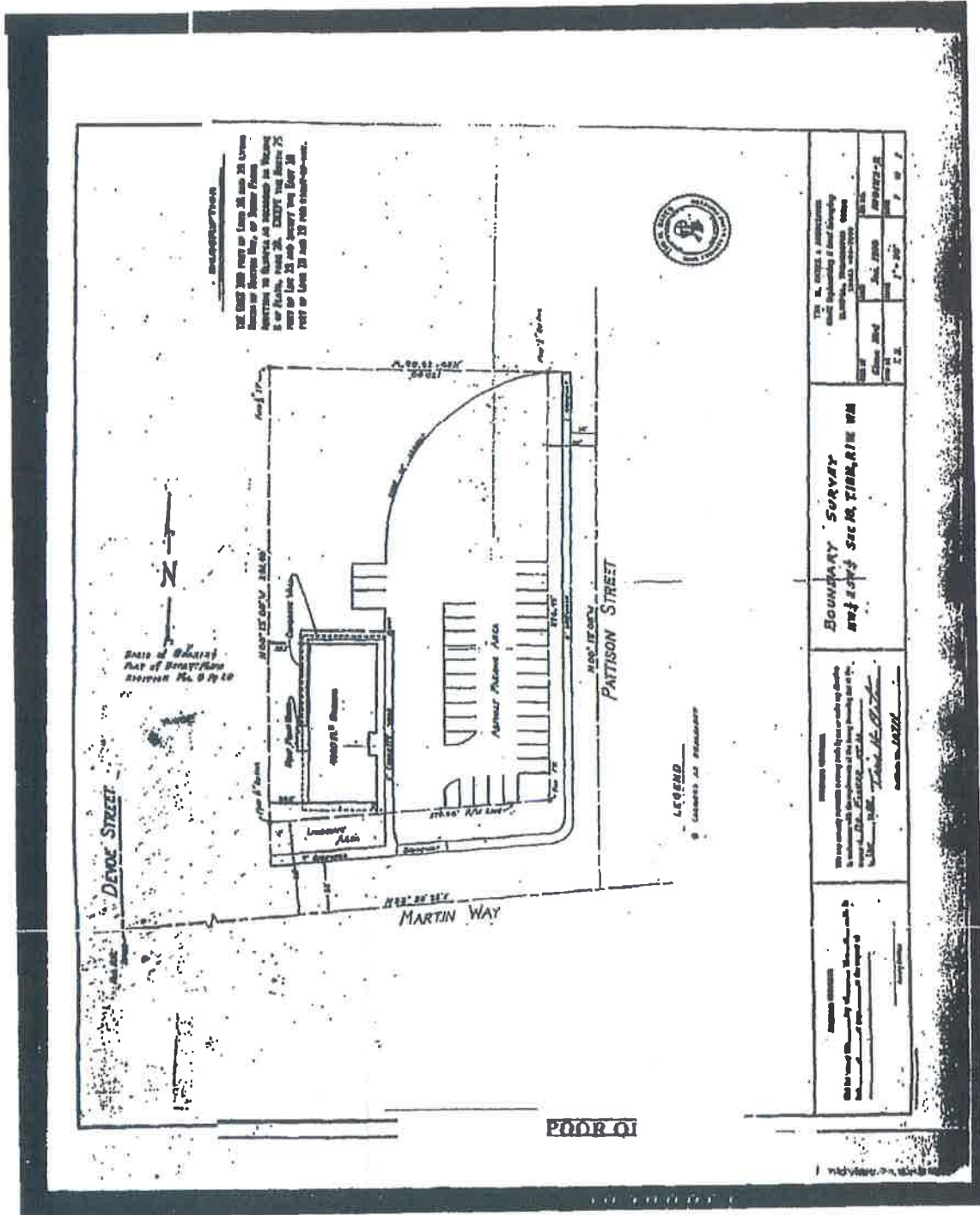
PARCEL 2:

**UNIT B OF AMENDED PLAT OF PRO-ART CONDOMINIUM, PHASE ONE,
ACCORDING TO THE AMENDED DECLARATION THEREOF, RECORDED
JANUARY 4, 1994 UNDER AUDITOR'S FILE NO. 9401040259.**

SITUATE IN THURSTON COUNTY, WASHINGTON

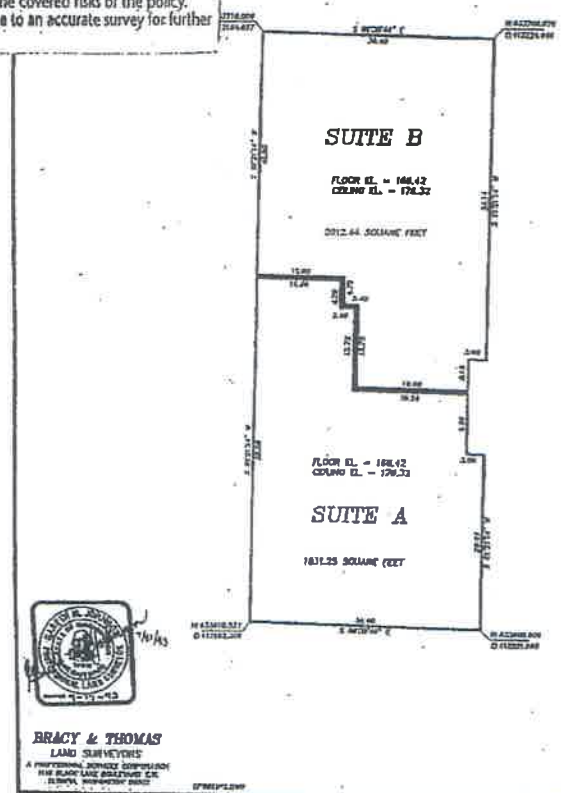
**[THE PARTIES ACKNOWLEDGE THE FOREGOING LEGAL DESCRIPTION MAY
BE INCORRECT AND MAY REQUIRE REVISION TO BE ACCURATE.]**

EXHIBIT "B"
GENERAL VICINITY SKETCH



AMENDED PLAT OF PRO-ARTS CONDOMINIUM PHASE ONE

This sketch is provided, without charge, for your information. It is not intended to show all matters related to the property, including, but not limited to, area, dimensions, easements, encroachments, or location of boundaries. It is not a part of, nor does it modify, the commitment or policy to which it is attached. The Company assumes NO LIABILITY for any matter related to this sketch, unless such coverage is specifically provided by the covered risks of the policy. Reference should be made to an accurate survey for further information.




 NORTH ARROW
 CITY OF OLYMPIA MEAN SEA LEVEL.
 BENCHMARK IS CITY OF OLYMPIA BM 4584
 WHICH IS A BRASS ROD MARKED OLY 81-73
 BY A SCREW 1" FROM FACE OF CORNER 11'
 NORTHERLY FROM END OF CORNER RETURN AT
 THE INTERSECTION CORNER OF THE INTERSECTION
 OF SOUTH HALL WITH PATTON STREET.
 BENCHMARK ELEVATION IS 162.52 MSL.

ASSESSOR'S CERTIFICATE
 EXAMINED AND APPROVED THIS 15th DAY OF Dec. A.D. 1988

Barbara D. Paul
 WASHINGTON COUNTY ASSESSOR



BRACY & THOMAS
 LAND SURVEYORS
 A PROFESSIONAL SERVICE CORPORATION
 1100 BROADWAY, SUITE 200
 SEASIDE, WASHINGTON 98138

Authentisign ID: B77C632C-A286-4893-BF98-3B6E0B820B9C

Real Estate Purchase and Sale Agreement - Exhibit B

EXHIBIT "C"
DOCUMENTS AND REPORTS

1. Copies of all leases or other occupancy agreements relating to the Property, if any, with originals to be delivered at Closing.
2. Copies of all licenses, permits and approvals, if any, issued by governmental authorities for the use and occupancy of the Property or any facility located thereon.
3. Any other information about the Property reasonably requested by Buyer if in the possession or control of Sellers.
4. Any service contracts or other similar agreements related to the Property.
5. Reports of environmental conditions related to the Property, if any.
6. Surveys, if any.
7. Soils reports, if any.

EXHIBIT "D"
FORM OF STATUTORY WARRANTY DEED

AFTER RECORDING MAIL TO:

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

Document Title:	Statutory Warranty Deed
Grantor:	Donald G. Hovancsek and Joan C. Hovancsek, husband and wife
Grantee:	City of Olympia, a Washington municipal corporation
Abbreviated Legal Description:	
Assessor's Tax Parcel Number:	69510000200; 69510000200

The Grantors, **DONALD G. HOVANCSEK AND JOAN C. HOVANCSEK, HUSBAND AND WIFE**, for and in consideration of the sum of TEN and NO/100---(\$10.00) Dollars, and other valuable considerations, in hand paid, hereby conveys and warrants to the Grantee, **CITY OF OLYMPIA**, a Washington municipal corporation, the following described real estate and all rights thereto, situated in the City of Olympia, County of Thurston, in the State of Washington, including all after acquired title:

INSERT LEGAL

Situated in Thurston County, Washington.

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

DATED this ____ day of _____, 2018.

GRANTORS:

Donald G. Hovancsek, a married person

Joan C. Hovancsek, a married person

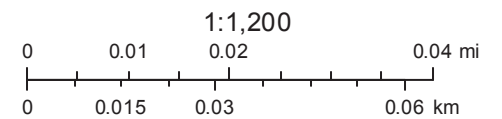
Exhibit A
Permitted Exceptions

City of Olympia



City of Olympia, TComm911

7/12/2018 4:46:02 PM



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 right to this information. The City of Olympia and its personnel neither accept or assume any liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.

RESOLUTION NO. M-1942

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, ESTABLISHING IMMEDIATE ACTION ITEMS TO ADDRESS HOMELESSNESS IN OLYMPIA.

WHEREAS, homelessness has been identified as the single most significant and urgent issue of public concern facing the Olympia community; and

WHEREAS, an effective and efficient response to homelessness requires a coordinated and collaborative community response; and

WHEREAS, the Olympia Comprehensive Plan establishes the goal of providing adequate emergency housing, transitional housing, permanent supportive housing, as well as independent affordable housing; and

WHEREAS, the Olympia Comprehensive Plan calls for service delivery models which optimize shelter and housing resources, and

WHEREAS, Olympia is committed to the Charter for Compassion, including recognition of the inherent worth and dignity of all persons. And, as a community, we strive to practice respect and compassion toward one another, engage in civil dialogue, and honor each individual as we ourselves would like to be honored; and

WHEREAS, the Olympia City Council held a study session on May 8, 2018, and selected a set of immediate action items to address the homelessness crisis in our community;

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

Section 1. The Olympia City Council does affirm and support the implementation of evidence-based, best practices to address the crisis of homelessness, including: housing first, harm reduction, coordinated entry, low-barrier services, and the utilization of the O'Connell homeless vulnerability index.

Section 2. The Olympia City Council does affirm and support the Providence Community Care Center in downtown Olympia and its partnering providers as critical contributors of comprehensive clinical and dignity services for street dependent and vulnerable community members.

Section 3. The Olympia City Council does hereby designate Jim Cooper as its first liaison to the Community Care Center Advisory Council from May 15, 2018 until January 1, 2019, serving as a Council representative for matters impacting the services provided at the

Community Care Center. The liaison position will be assigned annually at the Council January retreat.

Section 4. The Olympia City Council directs the City Manager to identify opportunities for legal camping including cars and RVs with the inclusion of hygiene and storage services in Olympia for unhoused community members. The City Manager will provide an update on implementing legal camping options by June 15, 2018.

Section 5. The Olympia City Council aims to create a low-barrier day center in Olympia as part of the pending homelessness response strategic plan. The City Manager will provide an update on implementing a low barrier shelter by July 17, 2018.

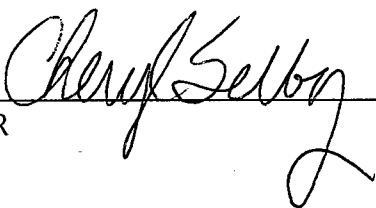
Section 6. The Olympia City Council wants to better inform the public and our partners about the ongoing work of the City to address homelessness. Accordingly, the City Council directs the City Manager to develop a web site page and other communication tools to regularly update the community on City efforts.

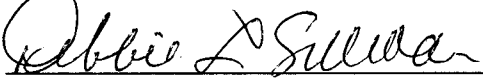
Section 7. The Finance Committee shall review funding options for the aforementioned action items.


Section 8. The Olympia City Council directs the City Manager to prepare a coordinated strategic response plan for addressing homelessness in the Olympia community.

Section 9. The Olympia City Council commit ourselves and this organization to a culture of humility and continued learning on the issue of homelessness, particularly around issues of marginalization, anti-oppression, and trauma-informed care, in order to strengthen community relationships and live up to the City's values of Compassion, Integrity, and Effectiveness.

PASSED BY THE OLYMPIA CITY COUNCIL this 15th day of May 2018.


MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

DEPUTY CITY ATTORNEY



Managed Shelter Site

Nursery Village Fact Sheet | Olympia's New Safe Shelter



The City of Olympia is looking to implement innovative housing strategies to respond to the visible increase in homelessness in our community. Working with community partners and creating outside the box strategies to safely and efficiently get people off the streets and into a safe housing option. Nursery Village is one of those strategies.

Our goal is for Nursery Village to be a safe, managed shelter site for individuals experiencing homelessness. Done in a controlled outdoor setting on City-owned property. Once housed we will engage and connect individuals to needed services.

This fact sheet is provided to give you information about the Nursery Village site.

olympiawa.gov/homelessness

Assisting Olympia's Homeless

The City will actively partner with other social service agencies. Nursery Village will focus on assisting those visibly homeless adults and couples (without children) in Olympia.

Shelter Framework

- The Village is an emergency housing facility for individuals experiencing homelessness in our community
- It will have a max capacity of 40 individuals
- It will be a mix of tents and tiny houses
- It will have a day area, private meeting area, bathrooms, garbage services, running water and power

Location and Operation

- The site will be located in the vicinity of Plum and Union near the Lee Creighton Justice Center and Japanese Garden. See map on reverse
- The Village will be open 24/7 with site management, case management, security and connection to tailored services

Guidelines

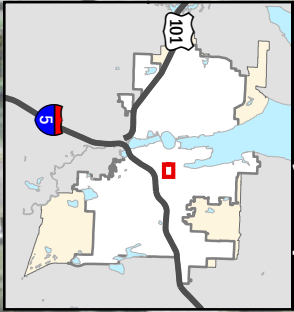
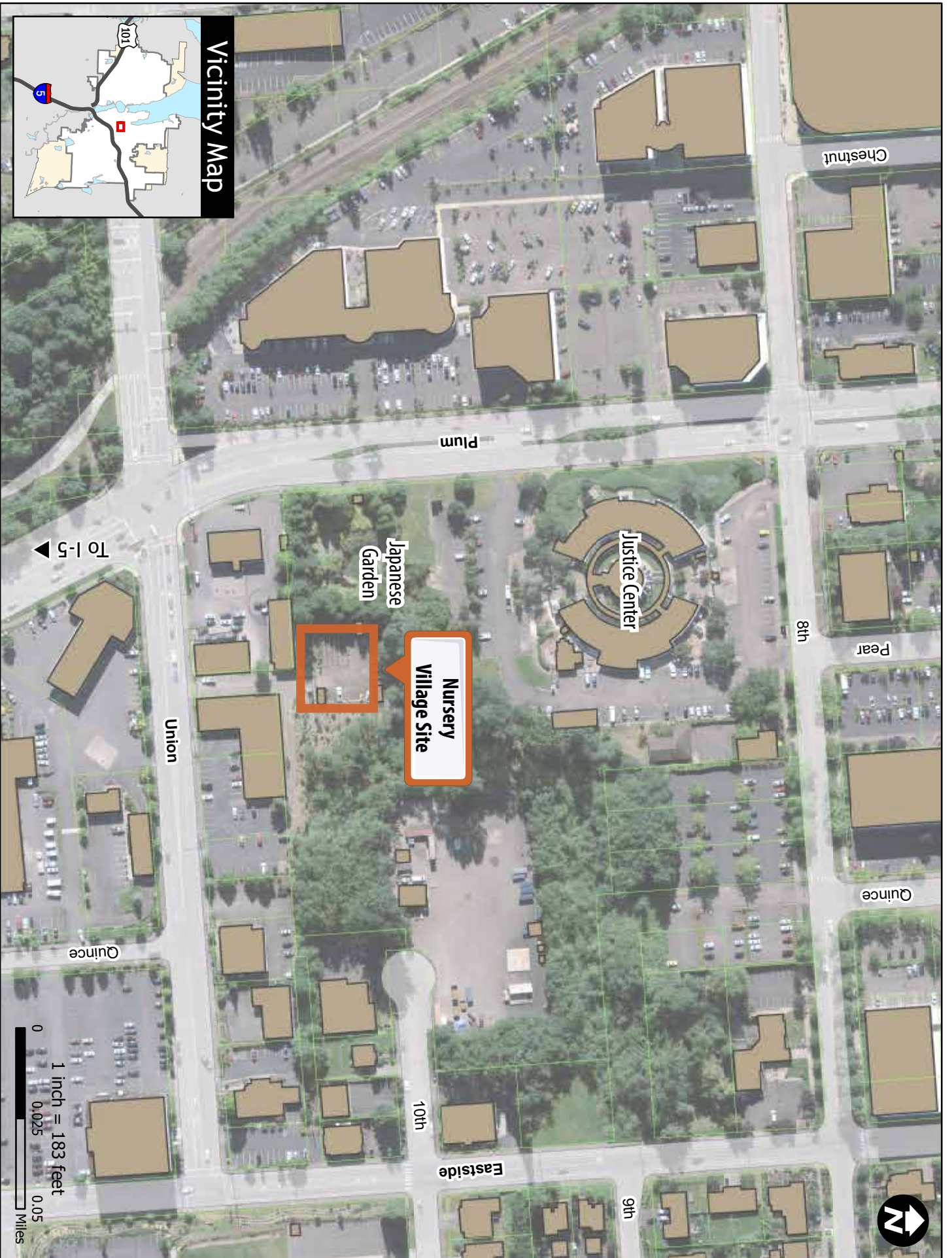
- Illegal drug use will not be allowed on the site
- Residents will follow clear rules and expectations

Next Steps

- We will work closely with the surrounding community to ensure we are good neighbors
- We will have opportunities for the community to share thoughts and voice concerns or questions. Visit our webpage to stay up-to-date
- The City of Olympia will be opening a second site with similar services in another area of town in the near future
- We believe by creating managed shelter sites we will take pressure off the Downtown, and create a safe and inviting community

Contact Information

Have questions or know of a potential partner, contact Colin DeForrest, Olympia's Homeless Response Coordinator at 360.709.2688 or cdeforre@ci.olympia.wa.us olympiawa.gov/homelessness



Vicinity Map

Nursery Village Site

Japanese Garden

Justice Center

Plum

Chestnut

Pear

Quince

Eastside

Union

Quince

To I-5

1 inch = 183 feet
0 0.025 0.05 1 Miles



Map for illustration purposes only.



City Council

Discussion on the Preliminary Capital Facilities Plan, 2019-2024 Financial Plan

Agenda Date: 7/24/2018
Agenda Item Number: 6.B
File Number: 18-0700

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

Title

Discussion on the Preliminary Capital Facilities Plan, 2019-2024 Financial Plan

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive the information. Briefing only. No action requested.

Report

Issue:

Whether to receive a briefing on the *Preliminary Capital Facilities Plan, 2019-2024 Financial Plan*, including key projects, revenues, and expenses.

Staff Contact:

Debbie Sullivan, Administrative Services Director, 360.753.8499

Presenter(s):

Debbie Sullivan, Administrative Services Director, 360.753.8499

Background and Analysis:

The Capital Facilities Plan (CFP) is a Chapter in the City's 20-year Comprehensive Plan adopted by Council in 2014. The CFP portion of the Plan is updated annually.

The CFP identifies which capital facilities are necessary to support development and/or growth. Most projects listed in the CFP are directly related to the applicable master plan or functional plan; such as the Parks, Arts and Recreation Plan, the Storm and Surface Water Plan, and other similar plans. The CFP covers a 20-year time horizon; however, the *Preliminary CFP, 2019-2024 Financial Plan* is a 6-year financial plan which is required by the Growth Management Act to specifically identify projects, estimated costs, and the funding sources and strategies to implement the plan.

City staff annually reviews and updates the 6-year plan to ensure it can fund and implement the comprehensive plan's vision, showing how the city will provide governmental services at adopted

levels of service standards for the existing and projected population growth in the City and Urban Growth Area. It includes projected timing, location, costs, and funding sources for capital projects.

On August 6, City staff will present the *Preliminary CFP, 2019-2024 Financial Plan* to the Planning Commission. The Commission is responsible for reviewing the plan for consistency with the other Chapters of the Comprehensive Plan, holding a Public Hearing, and providing comment to the City Council.

Neighborhood/Community Interests (if known):

City staff works closely with the Bicycle, Pedestrian Advisory Committee; the Parks & Recreation Advisory Committee, and the Utility Advisory Committee to identify and prioritize projects in the *Preliminary CFP, 2019-2024 Financial Plan*. These committees will also provide official comments to the City Council.

Staff will post the Preliminary CFP on the City's website and distribute it to the various Committees, Commissions, as well as the Coalition of Neighborhood Association.

Options:

Briefing only. No Action Required.

Financial Impact:

N/A

Attachments:

None